

Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

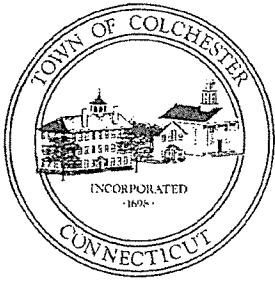
Colchester Commission Chairmen Meeting Agenda
Thursday, April 18, 2013
Colchester Town Hall
Meeting Room 1 – 7:00 p.m.

HANCY A. BRAY
TOWN CLERK

2013 APR 15 PM 1:49

RECEIVED
COLCHESTER, CT

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



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

Gregg Schuster, First Selectman

**Board of Selectmen Agenda
Regular Meeting
Thursday, April 18, 2013
Colchester Town Hall**

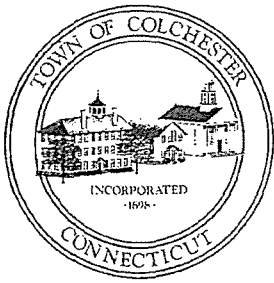
Meeting Room 1 – Immediately Following Commission Chair Meeting at 7:00PM

1. Call to Order
2. Additions to the Agenda
3. Approve Minutes of the April 4, 2013 Regular Board of Selectmen Meeting
4. Citizen's Comments
5. Boards and Commissions – Interviews and/or Possible Appointments and Resignations
 - a. Police Commission. Resignation of Member, Stanley Nolan.
 - b. Agriculture Commission. Member re-appointment for a three-year term to expire 11/30/2014. Discussion and Possible Action on Alex Savitsky.
 - c. Open Space Advisory Committee. Member re-appointment for a three-year term to expire 10/01/2016. John Henley to be interviewed.
 - d. Commission on Aging. Member appointment to fill a vacancy for a term to expire 12/01/2014. Discussion and Possible Action on Gary Siddell.
 - e. Commission on Aging. Alternate appointment for a three-year term to expire 12/31/2016. Joe Menhart to be interviewed.
 - f. Open Space Advisory Committee. Member appointment for a three-year term to expire 10/01/2016. Mary Stevens was interviewed on 04/04/2013.
 - g. Police Commission. Member appointment to fill a vacancy that expires 11/01/2013.
 - Steven Carron was interviewed on 02/21/2013
 - Scott Ignazio was interviewed on 02/21/2013
 - Darrell York was interviewed on 03/21/2013
6. Budget Transfers
7. Tax Refunds & Rebates
8. Discussion and Possible Action on Competitive School Readiness Grant
9. Discussion and Possible Action on Discovery Grant
10. Discussion and Possible Action on Early Literacy Grant

NANCY A. GRAY
TOWN CLERK

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2013 APR 15 PM 1:49

11. Discussion and Possible Action on Quality Enhancement Grant
12. Discussion and Possible Action on Sponsorship Opportunities
13. Discussion and Possible Action on Munis Financial Software Contract Renewal
14. Discussion and Possible Action on Encroachment Agreement for Sewer Pump Station, Sewer and Water Main (Route 85 and 637)
15. Discussion and Possible Action on FY 13-14 Sewer and Water Budget
16. Discussion and Possible Action on State DOT Master Municipal Agreement for Construction
17. Discussion and Possible Action on Personnel Policies
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, April 4, 2013
Colchester Town Hall**

Meeting Room 1 – 7:00PM

RECEIVED
COLCHESTER, CT
2013 APR -5 PM 12:14
NANCY A BRAY
TOWN CLERK

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

MEMBERS ABSENT: Selectman Greg Cordova

OTHERS PRESENT: Derrik Kennedy, Art Shilosky, Tom Tyler, Don Kennedy, Rob Tarlov, John Malsbenden, Dot Mrowka, Jim Paggioli, Ryan Blessing, and other citizens.

1. **Call to Order**
First Selectman G. Schuster called the meeting to order at 7:00 p.m.
2. **Additions to the Agenda**
R. Coyle moved to add to the agenda item #9, "Discussion and Possible Action on Flying Donate for Life Flag at Town Hall," and renumber accordingly; seconded by S. Soby. Unanimously approved. MOTION CARRIED.
3. **Approve Minutes of the March 21, 2013 Regular Board of Selectmen Meeting**
R. Coyle moved to approve the minutes of the March 21, 2013 Regular Board of Selectmen meeting with a change on item #8 to read, "Presentation to the Board on the Giving Garden initiative by Katherine Kosiba," seconded by J. Ford. Unanimously approved. MOTION CARRIED.
4. **Citizen's Comments**
None.
5. **Boards and Commissions – Interviews and/or Possible Appointments and Resignations**
 - a. **Open Board/Commission Vacancy. Theresa Murphy to be interviewed.**
Theresa Murphy was interviewed.
 - b. **Open Space Advisory Committee. Member re-appointment for a three-year term to expire 10/01/2016. John Henley to be interviewed.**
John Henley was not present.
 - c. **Police Commission. Member appointment to fill a vacancy that expires 11/30/2014.**
 - Steven Carron was interviewed on 02/21/2013
 - Scott Ignazio was interviewed on 02/21/2013
 - Jeanette Langdon was interviewed on 03/21/2013
 - Darrell York was interviewed on 03/21/2013

J. Ford moved to appoint Jeanette Langdon as a member to the police commission for a term to expire 11/30/2014, seconded by R. Coyle. Unanimously approved. MOTION CARRIED.

- d. **Zoning Board of Appeals. Member appointment to fill a vacancy that expires 12/31/2015. Jason Radacy was interviewed on 03/21/2013.**
S. Soby moved to appoint Jason Radacy as a member to the Zoning Board of Appeals to fill a vacancy for a term that expires 12/31/2015, seconded by R. Coyle. Unanimously approved. MOTION CARRIED.
 - e. **Open Space Advisory Committee. Member appointment for a three-year term to expire 10/01/2016. Mary Stevens to be interviewed.**
Mary Stevens was interviewed.
6. **Budget Transfers**
R. Coyle moved to approve the budget transfer of \$30,000 from “Use of Unassigned Fund Balance (18501-36250)” to “Transfer to Capital & Nonrecurring – POCD (18501-50500),” seconded by S. Soby. Unanimously approved. MOTION CARRIED.
7. **Tax Refunds & Rebates**
R. Coyle moved to approve tax refunds in the amount of \$10.31 to David Zawilinski, \$90.72 to Casey Morris, \$3,006.72 to Jonathan Childs, \$2,147.04 to Anita Pizzutiello, \$3,867.84 to Zisis & Evangelina Alevras, \$113.59 to Savings Institute, \$3,476.16 to Adam & Morgan Griffin, \$79.78 to Georgeanne Liverant, and \$1,074.30 to Jason & Jennifer Tupper; seconded by S. Soby. Unanimously approved. MOTION CARRIED.
8. **Update from Building Committee**
T. Tyler updated the Board of Selectmen on revisions of the Building Committee project. R. Coyle commented on actions currently taken with senior center and youth center. Discussion on looking at all options before moving forward. S. Soby questioned savings of removing four classrooms. Discussion on breakdown of design fees and on work of Senior Center Study Group and Building Committee. No action taken.
9. **Discussion and Possible Action on Flying Donate for Life Flag at Town Hall**
S. Soby moved to approve the flying of the Donate for Life flag at the Town Hall from April 15 to 29, seconded by J. Ford. Unanimously approved. MOTION CARRIED.
10. **Discussion and Possible Action on Setting Town Meeting for FY 2013-2014 Budget**
S. Soby moved to send the Town and Board of Education budgets, as proposed by the Board of Finance, to the Annual Town Meeting, scheduled for Wednesday, April 24, 2013 at 7:00 p.m. at Town Hall, seconded by R. Coyle. Unanimously approved. MOTION CARRIED.
11. **Discussion and Possible Action on Exercise & Stretchercize Instructor Contract**
R. Coyle moved to approve the contract with Gina Schriver, Exercise and Stretchercize Instructor, beginning on 4/4/2013 and ending 12/30/2013 and authorize the First Selectman to sign all necessary documents, seconded by S. Soby. Unanimously approved. MOTION CARRIED.
12. **Discussion and Possible Action on Personnel Policies**
Reviewed and edited various sections of the personnel policies. No action taken.
13. **Citizen’s Comments**
None.
14. **First Selectman’s Report**
First Selectman G. Schuster reported that this Saturday is Spring Clean-Up starting at 8:30 a.m. on the Town Green, the Colchester Bulletin has cancelled delivery of the Colchester Connection and we are actively searching for another medium to deliver the magazine, and the RFP for consolidation with KX is proceeding.

15. **Liaison Report**

S. Soby reported that the Agriculture Commission is meeting on Monday to finalize their comments and suggested language for the Planning & Zoning Commission later in the week, whereby the Planning & Zoning Commission will finalize the annotated zoning regulation revision.

16. **Executive Session to Discuss Contract Negotiations with MEUI Local 506, SEIU, AFL-CIO, CLC (Transfer Station, Parks & Recreation, Highway Crew, Fleet Maintenance, and Water Department)**

S. Soby moved to enter into executive session to discuss contract negotiations with MEUI Local 506, SEIU, AFL-CIO, CLC; seconded by J. Ford. Unanimously approved. MOTION CARRIED.

Entered into executive session at 8:43 p.m.

Exited from executive session at 8:56 p.m.

17. **Executive Session to Discuss Contract Negotiations with Local 1303-448 Connecticut Council 4, AFSCME, AFL-CIO (Library)**

R. Coyle moved to enter into executive session to discuss contract negotiations with Local 1303-448 Connecticut Council 4, AFSCME, AFL-CIO; seconded by S. Soby. Unanimously approved. MOTION CARRIED.

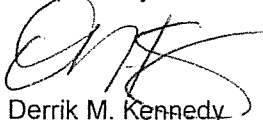
Entered into executive session at 8:56 p.m.

Exited from executive session at 8:58 p.m.

18. **Adjourn**

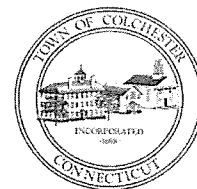
S. Soby moved to adjourn at 8:59 p.m., seconded by R. Coyle. Unanimously approved. MOTION CARRIED.

Respectfully submitted,



Derrik M. Kennedy
Executive Assistant to the First Selectman

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:	Holly Sasman
MAILING ADDRESS:	52 Kennedy Drive, Colchester, CT 06415
BILL NO:	2011-1-4798
BILL NO:	
BILL NO:	
BILL NO:	

REASON FOR APPLICATION:	Overpayment
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AMOUNTS FOR REFUND								
	Amount Paid	List Year	Due Date	Principal	Interest	Lien Fees	Amount Due	TOTAL
2/4/13	\$ 4191.16	10/11	1/13	\$ 3810.24	\$	\$	\$ 3810.24	\$ 280.92
	\$			\$	\$	\$	\$	\$
	\$			\$	\$	\$	\$	\$
	\$			\$	\$	\$	\$	\$

APPLICANT(S) SIGNATURE: *Holly J. Sasman*

OFFICE USE ONLY:			
Accounting Codes			
Refund 11303 – 30111	<input checked="" type="checkbox"/>	Current Levy	\$ 380.92
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	\$ 380.92
APPLICATION SUBMITTED DATE:	3/25/13
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:		



2011010004798

GENERAL DATA REAL ESTATE OFFICE OF THE TAX COLLECTOR

AS OF 04/02/2013

BILL NO: 2011-01-0004798 CURRENT OWNER: SASMAN HOLLY J
 ORIGINAL OWNER: SASMAN DAVID E + HOLLY J
 UNIQUE ID: D0082400 C/O:
 LINK# ADDRESS: 52 KENNEDY DR
 FILE# ADDRESS2:
 BANK: CITY ST ZIP: COLCHESTER CT 06415
 ESCROW: COUNTRY:
 VOL/PAGE: 1154-166 PROP LOC.: 52 KENNEDY DR
 LIEN VOL/PAGE: EXR PROP LOC:
 DISTRICT: M/B/L: 07-00 036-000

PROP ASSESSED: 132,300 ELD CODE: 0
 EXEMPTIONS: EXMPT CHANGE:
 COC CHANGE:
 NET VALUE: 132,300
 MILL RATE: 28.8000

*** BILLED ***

	TOWN	TOTALS
INST1:	1,905.12	1,905.12
INST2:	1,905.12	1,905.12
INST3:	0.00	0.00
INST4:	0.00	0.00
ADJS:	0.00	0.00
TOT TAX:	3,810.24	3,810.24
TOTAL PAID:	4,191.16	4,191.16

*** PAYMENTS ***

TYPE	CYCLE	DATE	ADJ	TERM/BATCH/SEQ	INST	AMOUNT	INTEREST	LIENS	FEES	TOTALS
Pay	8	02/04/2013	O	82/151/52	T	2,286.04	0.00	0.00	0.00	2,286.04
Pay	1	07/31/2012		82/22/193	T	1,905.12	0.00	0.00	0.00	1,905.12
TOTAL PAYMENTS:						4,191.16	0.00	0.00	0.00	4,191.16

TOTAL BALANCE DUE AS OF 04/02/2013

	TOWN
INT DUE:	0.00
LIEN DUE:	0.00
FEES DUE:	0.00
TAX DUE NOW:	-380.92
TOT DUE NOW:	-380.92
BALANCE DUE:	-380.92

*** FLAGS ***

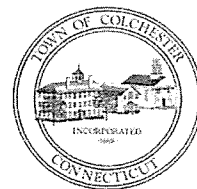
Circuit Breaker Amount: 0 Benefit Year: 0

Invalid Address Flag No

MESSAGES

CLOSING ATTORNEY / BOSTON NATIONAL OVERPAID. REFUND CHECK SHOULD BE ISSUED TO HOLLY J. SASSMAN. SEE LETTER IN BATCH 151. MRD 2/4/13

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:	Richard Schulman
MAILING ADDRESS:	65 Standish Road, Colchester, CT 06415
BILL NO:	2011-1-4859
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
1/15/13	\$ 5727.28	10/11	1/13	\$ 5581.44	\$	\$	\$ 5581.44	\$ 145.84
	\$			\$	\$	\$	\$	\$
	\$			\$	\$	\$	\$	\$
	\$			\$	\$	\$	\$	\$

APPLICANT(S) SIGNATURE: *Richard Schulman* 3/26/2013

OFFICE USE ONLY:			
Accounting Codes			
Refund 11303 – 30111	<input checked="" type="checkbox"/>	Current Levy	\$ 145.84
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	\$ 145.84	APPLICATION SUBMITTED DATE:	3/25/13
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:		



2011010004859

GENERAL DATA REAL ESTATE OFFICE OF THE TAX COLLECTOR

AS OF 04/02/2013

BILL NO: 2011-01-0004859 ORIGINAL OWNER: SCHULMAN RICHARD S
 UNIQUE ID: S0509000 C/O:
 LINK# ADDRESS: 65 STANDISH RD
 FILE# ADDRESS2:
 BANK: FA CITY ST ZIP: COLCHESTER CT 06415
 ESCROW: COUNTRY:
 VOL/PAGE: 800-163 PROP LOC.: 65 STANDISH RD
 LIEN VOL/PAGE: EXR PROP LOC:
 DISTRICT: M/B/L: 03-15 001-41A

PROP ASSESSED: 193,800 ELD CODE: 0
 EXEMPTIONS: EXMPT CHANGE:
 COC CHANGE:
 NET VALUE: 193,800
 MILL RATE: 28.8000

*** BILLED ***

	TOWN	TOTALS
INST1:	2,790.72	2,790.72
INST2:	2,790.72	2,790.72
INST3:	0.00	0.00
INST4:	0.00	0.00
ADJS:	0.00	0.00
TOT TAX:	5,581.44	5,581.44
TOTAL PAID:	5,727.28	5,727.28

*** PAYMENTS ***

TYPE	CYCLE	DATE	ADJ	TERM/BATCH/SEQ	INST	AMOUNT	INTEREST	LIENS	FEES	TOTALS
Pay	7	01/15/2013 O		82/137/87	T	2,790.72	0.00	0.00	0.00	2,790.72
Pay	2	08/09/2012 P		82/32/10	T	2,936.56	0.00	0.00	0.00	2,936.56
TOTAL PAYMENTS:						5,727.28	0.00	0.00	0.00	5,727.28

TOTAL BALANCE DUE AS OF 04/02/2013

	TOWN
INT DUE:	0.00
LIEN DUE:	0.00
FEES DUE:	0.00
TAX DUE NOW:	-145.84
TOT DUE NOW:	-145.84
BALANCE DUE:	-145.84

*** FLAGS ***

Circuit Breaker Amount: 0 Benefit Year: 0

Invalid Address Flag No

MESSAGES

JULY INSTALLMENT WAS OVERPAID BECAUSE THEY USED THE 2010 GRAND LIST INSTALLMENT AMOUNT. MRD 1/15/13

ANUARY CHECK FROM WEBSTER THROUGH COREOGIC.

MRD 1/15/13



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:	Melanie Corson
MAILING ADDRESS:	345 Oakland St 43, Manchester, CT 06042 <i>New address: 55 Goodwin Ave Wethersfield, CT 06109</i>
BILL NO:	2011-3-53123
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
1/7/13	\$ 440.98	10/11	7/12	\$ 409.25	\$	\$	\$ 409.25	\$ 31.73
	\$			\$	\$	\$	\$	\$
	\$			\$	\$	\$	\$	\$
	\$			\$	\$	\$	\$	\$

APPLICANT(S) SIGNATURE: *Melanie L Corson*

OFFICE USE ONLY:			
Accounting Codes			
Refund 11303 – 30111	<input checked="" type="checkbox"/>	Current Levy	\$ 31.73
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	\$ 31.73	APPLICATION SUBMITTED DATE:	3/25/13
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:		



GENERAL DATA MOTOR VEHICLE OFFICE OF THE TAX COLLECTOR

AS OF 04/02/2013

BILL NO: 2011-03-0053123 NAME: CORSON MELANIE L
UNIQUE ID: 50320700 C/O:
LINK # 2011-MV-0001797 ADDRESS: 345 OAKLAND ST 43
FILE# ADDRESS2:
BANK: CITY ST ZIP: MANCHESTER CT 06042
ESCROW: COUNTRY:
DISTRICT:
PROP ASSESSED: 14,210 YR/MAKE/MDL: 2011 / NISS / ALTIMA
EXEMPTIONS: REG / CL / ID: 1 / 1N4AL2AP7BN511090
COC CHANGE:
COC #: ASSMNT CHANGE:
EXEMPT Change: TOWN BENEFIT
NET VALUE: 14,210 REG# EXPR: 06/12/2012

MILL RATE: 28.8000

*** BILLED ***

TOWN TOTALS
INST1: 409.25 409.25
INST2: 0.00 0.00
INST3: 0.00 0.00
INST4: 0.00 0.00
ADJS: 0.00 0.00
TOT TAX: 409.25 409.25
TOTAL PAID: 440.98 440.98

*** PAYMENTS ***

Table with 10 columns: TYPE, CYCLE, DATE, ADJ, TERM/BATCH/SEQ, INST, AMOUNT, INTEREST, LIENS, FEES, TOTALS. Contains payment history from 07/25/2012 to 01/07/2013.

TOTAL BALANCE DUE AS OF 04/02/2013

TOWN
INT DUE: 0.00
LIEN DUE: 0.00
FEES DUE: 0.00
TAX DUE NOW: -31.73
TOT DUE NOW: -31.73
BALANCE AMT: -31.73
*** FLAGS ***
Circuit Breaker Amt: 0 Benefit Year: 0
Invalid Address Flag No

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:	Walter or Rita Hermann
MAILING ADDRESS:	211 Boretz Road, Colchester, CT 06415
BILL NO:	2011-3-56646
BILL NO:	
BILL NO:	
BILL NO:	
REASON FOR APPLICATION:	Sold 7/12

AMOUNTS FOR REFUND								
	Amount Paid	List Year	Due Date	Principal	Interest	Lien Fees	Amount Due	TOTAL
7/28/12	\$ 82.37	10/11	7/12	\$ 37.44	\$	\$	\$ 37.44	\$ 44.93
	\$			\$	\$	\$	\$	\$
	\$			\$	\$	\$	\$	\$
	\$			\$	\$	\$	\$	\$

APPLICANT(S) SIGNATURE: *Walter Hermann, Rita Hermann*

OFFICE USE ONLY:			
Accounting Codes			
Refund 11303 – 30111	<input checked="" type="checkbox"/>	Current Levy	\$ 44.93
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	\$ 44.93	APPLICATION SUBMITTED DATE:	3/25/13
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:		



2011030056646

GENERAL DATA MOTOR VEHICLE OFFICE OF THE TAX COLLECTOR

AS OF 04/02/2013

BILL NO: 2011-03-0056646 NAME: HERMANN WALTER J OR
 UNIQUE ID: 50679600 C/O: HERMANN RITA S
 LINK #: 2011-MV-0003786 ADDRESS: 211 BORETZ RD
 FILE# ADDRESS2:
 BANK: CITY ST ZIP: COLCHESTER CT 06415-1047
 ESCROW: COUNTRY:
 DISTRICT:
 PROP ASSESSED: 1,560 YR/MAKE/MDL: 2003 / AERO / 801
 EXEMPTIONS: REG / CL / ID: 11 / 4PXCC081634040594
 COC CHANGE: -260 ASSMNT CHANGE: -260
 COC #: 82941M TOWN BENEFIT
 EXEMPT Change: NET VALUE: 1,300 REG# EXPR: 03/09/2012

MILL RATE: 28.8000

*** BILLED ***

	TOWN	TOTALS
INST1:	44.93	44.93
INST2:	0.00	0.00
INST3:	0.00	0.00
INST4:	0.00	0.00
ADJS:	-7.49	-7.49
TOT TAX:	37.44	37.44
TOTAL PAID:	82.37	82.37

*** PAYMENTS ***

TYPE	CYCLE	DATE	ADJ	TERM/BATCH/SEQ	INST	AMOUNT	INTEREST	LIENS	FEES	TOTALS
Pay	1	07/28/2012 O		82/20/110	T	44.93	0.00	0.00	0.00	44.93
Pay	1	07/28/2012		82/20/107	T	37.44	0.00	0.00	0.00	37.44
Adj	1	07/12/2012	82941M	69/10/6	T	-7.49	0.00	0.00	0.00	0.00
TOTAL PAYMENTS:						82.37	0.00	0.00	0.00	82.37

TOTAL BALANCE DUE AS OF 04/02/2013

	TOWN
INT DUE:	0.00
LIEN DUE:	0.00
FEES DUE:	0.00
TAX DUE NOW:	-44.93
TOT DUE NOW:	-44.93
BALANCE AMT:	-44.93

*** FLAGS ***

Circuit Breaker Amt: 0 Benefit Year: 0
 Invalid Address Flag No
 Last Adjustment Reason SOLD 7/12



APPLICATION FOR ABATEMENT OR REFUND OF PROPERTY TAXES

THIS APPLICATION FORM PROVIDES SATISFACTORY PROOF FOR ENTITLEMENT TO EXEMPTION ON THE OCTOBER 1, **2007-2011** ASSESSMENT LIST TO THE TAX COLLECTOR OF COLCHESTER, STATE OF CONNECTICUT.

APPLICANT INFORMATION	
NAME:	Antonio Costa
MAILING ADDRESS:	1441 Route 163, Oakdale, CT 06370
BILL NO:	2007-1-1152
BILL NO:	2008-1-1201
BILL NO:	2009-1-1190
BILL NO:	2010-1-1186
REASON FOR APPLICATION:	Apply Vet Exemption

AMOUNTS FOR REFUND								
	Amount Paid	List Year	Due Date	Principal	Interest	Lien Fees	Amount Due	TOTAL
1/31/09	\$ 1458.84	10/07	7/08	\$ 1389.80	\$	\$	\$ 1389.80	\$ 69.04
1/27/10	\$ 1499.42	10/08	7/09	\$ 1428.46	\$	\$	\$ 1428.46	\$ 70.96
1/27/11	\$ 1589.44	10/09	7/10	\$ 1514.24	\$	\$	\$ 1514.24	\$ 75.20
1/18/12	\$ 1638.90	10/10	7/11	\$ 1561.34	\$	\$	\$ 1561.34	\$ 77.56

APPLICANT(S) SIGNATURE: Please sign last page

OFFICE USE ONLY:			
Accounting Codes			
Refund 11303 – 30111	Current Levy	\$	
Refund 11303 – 30112	Prior Levy	\$	
Refund 11303 – 30113	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	\$ See next page	APPLICATION SUBMITTED DATE:	
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:		



APPLICATION FOR ABATEMENT OR REFUND OF PROPERTY TAXES

THIS APPLICATION FORM PROVIDES SATISFACTORY PROOF FOR ENTITLEMENT TO EXEMPTION ON THE OCTOBER 1, 2007-2011 ASSESSMENT LIST TO THE TAX COLLECTOR OF COLCHESTER, STATE OF CONNECTICUT.

APPLICANT INFORMATION	
NAME:	Antonio Costa
MAILING ADDRESS:	1441 Route 163, Oakdale, CT 06370
BILL NO:	2011-1-1166
BILL NO:	
BILL NO:	
BILL NO:	

REASON FOR APPLICATION: **Apply Vet Exemption**

AMOUNTS FOR REFUND								
	Amount Paid	List Year	Due Date	Principal	Interest	Lien Fees	Amount Due	TOTAL
1/30/13	\$ 1753.92	10/11	7/12	\$ 1667.52	\$	\$	\$ 1667.52	\$ 86.40
	\$			\$	\$	\$	\$	\$
	\$			\$	\$	\$	\$	\$
	\$			\$	\$	\$	\$	\$

APPLICANT(S) SIGNATURE: *Antonio Costa*

OFFICE USE ONLY:

Accounting Codes			
Refund 11303 – 30111	<input checked="" type="checkbox"/>	Current Levy	\$ 86.40
Refund 11303 – 30112	<input checked="" type="checkbox"/>	Prior Levy	\$ 292.76
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	\$ 379.16	APPLICATION SUBMITTED DATE:	3/25/13
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:		



2007010001152

GENERAL DATA REAL ESTATE OFFICE OF THE TAX COLLECTOR

AS OF 04/03/2013

BILL NO: 2007-01-0001152 ORIGINAL OWNER: COSTA ERNEST N + ANTONIO E
 UNIQUE ID: 07A00017 C/O:
 LINK# ADDRESS: 655 WATERMAN RD
 FILE# ADDRESS2:
 BANK: CITY ST ZIP: LEBANON CT 06249
 ESCROW: COUNTRY:
 VOL/PAGE: 933-250 PROP LOC.: PALMER RD
 LIEN VOL/PAGE: EXR PROP LOC:
 DISTRICT: M/B/L: 4E-05 015-04A

PROP ASSESSED: 63,400 ELD CODE: 0
 EXEMPTIONS: EXMPT CHANGE: 3,000
 COC CHANGE: -3,000
 NET VALUE: 60,400
 MILL RATE: 23.0100

*** BILLED ***

	TOWN	TOTALS
INST1:	729.42	729.42
INST2:	729.42	729.42
INST3:	0.00	0.00
INST4:	0.00	0.00
ADJS:	-69.04	-69.04
TOT TAX:	1,389.80	1,389.80
TOTAL PAID:	1,458.84	1,458.84

*** PAYMENTS ***

TYPE	CYCLE	DATE	ADJ	TERM/BATCH/SEQ	INST	AMOUNT	INTEREST	LIENS	FEES	TOTALS
Adj	9	03/25/2013	83745R	69/130/1	T	-69.04	0.00	0.00	0.00	0.00
Pay	7	01/31/2009		82/176/14	T	729.42	0.00	0.00	0.00	729.42
Pay	2	08/01/2008		82/48/107	T	729.42	0.00	0.00	0.00	729.42
Void	2	08/01/2008		82/48/97	T	-729.43	0.00	0.00	0.00	-729.43
Pay	2	08/01/2008 P		82/48/94	T	729.43	0.00	0.00	0.00	729.43
TOTAL PAYMENTS:						1,458.84	0.00	0.00	0.00	1,458.84

TOTAL BALANCE DUE AS OF 04/03/2013

	TOWN
INT DUE:	0.00
LIEN DUE:	0.00
FEES DUE:	0.00
TAX DUE NOW:	-69.04
TOT DUE NOW:	-69.04
BALANCE DUE:	-69.04

*** FLAGS ***

Circuit Breaker Amount: 0 Benefit Year: 0
 Invalid Address Flag No
 Last Adjustment Reason APPLY VET EXEMPTION



2008010001201

GENERAL DATA REAL ESTATE OFFICE OF THE TAX COLLECTOR

AS OF 04/03/2013

BILL NO: 2008-01-0001201 CURRENT OWNER: COSTA ANTONIO E
 ORIGINAL OWNER: COSTA ERNEST N + ANTONIO E
 UNIQUE ID: 07A00017 C/O:
 LINK# ADDRESS: 1441 ROUTE 163
 FILE# ADDRESS2:
 BANK: CITY ST ZIP: MONTVILLE CT 06353
 ESCROW: COUNTRY:
 VOL/PAGE: 933-250 PROP LOC.: 42 PALMER RD
 LIEN VOL/PAGE: EXR PROP LOC:
 DISTRICT: M/B/L: 4E-05 015-04A

PROP ASSESSED: 63,400 ELD CODE: 0
 EXEMPTIONS: EXMPT CHANGE: 3,000
 COC CHANGE: -3,000
 NET VALUE: 60,400
 MILL RATE: 23.6500

*** BILLED ***

	TOWN	TOTALS
INST1:	749.71	749.71
INST2:	749.71	749.71
INST3:	0.00	0.00
INST4:	0.00	0.00
ADJS:	-70.96	-70.96
TOT TAX:	1,428.46	1,428.46
TOTAL PAID:	1,499.42	1,499.42

*** PAYMENTS ***

TYPE	CYCLE	DATE	ADJ	TERM/BATCH/SEQ	INST	AMOUNT	INTEREST	LIENS	FEES	TOTALS
Adj	9	03/25/2013	83746R	69/130/2	T	-70.96	0.00	0.00	0.00	0.00
Pay	7	01/27/2010		81/259/3	T	749.71	0.00	0.00	0.00	749.71
Pay	2	08/10/2009		81/162/8	T	749.71	0.00	0.00	0.00	749.71
TOTAL PAYMENTS:						1,499.42	0.00	0.00	0.00	1,499.42

TOTAL BALANCE DUE AS OF 04/03/2013

	TOWN
INT DUE:	0.00
LIEN DUE:	0.00
FEES DUE:	0.00
TAX DUE NOW:	-70.96
TOT DUE NOW:	-70.96
BALANCE DUE:	-70.96

*** FLAGS ***

Circuit Breaker Amount: 0 Benefit Year: 0
 Invalid Address Flag No
 Last Adjustment Reason APPLY VET EXEMPTION



2009010001190

GENERAL DATA REAL ESTATE OFFICE OF THE TAX COLLECTOR

AS OF 04/03/2013

BILL NO: 2009-01-0001190 CURRENT OWNER: COSTA ANTONIO E
 ORIGINAL OWNER: COSTA ERNEST N + ANTONIO E
 UNIQUE ID: 07A00017 C/O:
 LINK# ADDRESS: 1441 ROUTE 163
 FILE# ADDRESS2:
 BANK: CITY ST ZIP: OAKDALE CT 06370
 ESCROW: COUNTRY:
 VOL/PAGE: 933-250 PROP LOC.: 42 PALMER RD
 LIEN VOL/PAGE: EXR PROP LOC:
 DISTRICT: M/B/L: 4E-05 015-04A

PROP ASSESSED: 63,400 ELD CODE: 0
 EXEMPTIONS: EXMPT CHANGE: 3,000
 COC CHANGE: -3,000
 NET VALUE: 60,400
 MILL RATE: 25.0700

*** BILLED ***

	TOWN	TOTALS
INST1:	794.72	794.72
INST2:	794.72	794.72
INST3:	0.00	0.00
INST4:	0.00	0.00
ADJS:	-75.20	-75.20
TOT TAX:	1,514.24	1,514.24
TOTAL PAID:	1,589.44	1,589.44

*** PAYMENTS ***

TYPE	CYCLE	DATE	ADJ	TERM/BATCH/SEQ	INST	AMOUNT	INTEREST	LIENS	FEES	TOTALS
Adj	9	03/25/2013	83747R	69/130/3	T	-75.20	0.00	0.00	0.00	0.00
Pay	7	01/27/2011		81/263/25	T	794.72	0.00	0.00	0.00	794.72
Pay	1	07/26/2010		81/119/10	T	794.72	0.00	0.00	0.00	794.72
TOTAL PAYMENTS:						1,589.44	0.00	0.00	0.00	1,589.44

TOTAL BALANCE DUE AS OF 04/03/2013

	TOWN
INT DUE:	0.00
LIEN DUE:	0.00
FEES DUE:	0.00
TAX DUE NOW:	-75.20
TOT DUE NOW:	-75.20
BALANCE DUE:	-75.20

*** FLAGS ***

Circuit Breaker Amount: 0 Benefit Year: 0
 Invalid Address Flag No
 Last Adjustment Reason APPLY VET EXEMPTION
 MESSAGES
 CALLED 860-848-9334 AND LEFT MESSAGE ON MACHINE TO CALL US BACK 7/19/10 AK

ALLED AND SPOKE WITH MRS COSTA CORRECT ADDRESS IS 1441 ROUTE 163
 OAKDALE, CT 06370 DID MAIL OUT A CORRECT ADDRESS CHANGE



2010010001186

GENERAL DATA REAL ESTATE OFFICE OF THE TAX COLLECTOR

AS OF 04/03/2013

BILL NO: 2010-01-0001186 ORIGINAL OWNER: COSTA ANTONIO E
 UNIQUE ID: 07A00017 C/O:
 LINK# ADDRESS: 1441 ROUTE 163
 FILE# ADDRESS2:
 BANK: CITY ST ZIP: OAKDALE CT 06370
 ESCROW: COUNTRY:
 VOL/PAGE: 1075-314 PROP LOC.: 42 PALMER RD
 LIEN VOL/PAGE: EXR PROP LOC:
 DISTRICT: M/B/L: 4E-05 015-04A

PROP ASSESSED: 63,400 ELD CODE: 0
 EXEMPTIONS: EXMPT CHANGE: 3,000
 COC CHANGE: -3,000
 NET VALUE: 60,400
 MILL RATE: 25.8500

*** BILLED ***

	TOWN	TOTALS
INST1:	819.45	819.45
INST2:	819.45	819.45
INST3:	0.00	0.00
INST4:	0.00	0.00
ADJS:	-77.56	-77.56
TOT TAX:	1,561.34	1,561.34
TOTAL PAID:	1,638.90	1,638.90

*** PAYMENTS ***

TYPE	CYCLE	DATE	ADJ	TERM/BATCH/SEQ	INST	AMOUNT	INTEREST	LIENS	FEEs	TOTALS
Adj	9	03/25/2013	83748R	69/130/4	T	-77.56	0.00	0.00	0.00	0.00
Pay	7	01/18/2012		82/136/36	T	819.45	0.00	0.00	0.00	819.45
Pay	2	08/04/2011		81/141/146	T	819.45	0.00	0.00	0.00	819.45
TOTAL PAYMENTS:						1,638.90	0.00	0.00	0.00	1,638.90

TOTAL BALANCE DUE AS OF 04/03/2013

	TOWN
INT DUE:	0.00
LIEN DUE:	0.00
FEEs DUE:	0.00
TAX DUE NOW:	-77.56
TOT DUE NOW:	-77.56
BALANCE DUE:	-77.56

*** FLAGS ***

Circuit Breaker Amount: 0 Benefit Year: 0
 Invalid Address Flag No
 Last Adjustment Reason APPLY VET EXEMPTION



2011010001166

GENERAL DATA REAL ESTATE OFFICE OF THE TAX COLLECTOR

AS OF 04/03/2013

BILL NO: 2011-01-0001166 ORIGINAL OWNER: COSTA ANTONIO E
 UNIQUE ID: 07A00017 C/O:
 LINK# ADDRESS: 1441 ROUTE 163
 FILE# ADDRESS2:
 BANK: CITY ST ZIP: OAKDALE CT 06370
 ESCROW: COUNTRY:
 VOL/PAGE: 1075-314 PROP LOC.: 42 PALMER RD
 LIEN VOL/PAGE: EXR PROP LOC:
 DISTRICT: M/B/L: 4E-05 015-04A

PROP ASSESSED: 60,900 ELD CODE: 0
 EXEMPTIONS: EXMPT CHANGE: 3,000
 COC CHANGE: -3,000
 NET VALUE: 57,900
 MILL RATE: 28.8000

*** BILLED ***

	TOWN	TOTALS
INST1:	876.96	876.96
INST2:	876.96	876.96
INST3:	0.00	0.00
INST4:	0.00	0.00
ADJS:	-86.40	-86.40
TOT TAX:	1,667.52	1,667.52
TOTAL PAID:	1,753.92	1,753.92

*** PAYMENTS ***

TYPE	CYCLE	DATE	ADJ	TERM/BATCH/SEQ	INST	AMOUNT	INTEREST	LIENS	FEES	TOTALS
Adj	9	03/25/2013	83749R	69/130/6	T	-86.40	0.00	0.00	0.00	0.00
Pay	7	01/30/2013		82/147/127	T	876.96	0.00	0.00	0.00	876.96
Pay	1	07/11/2012		81/16/62	T	876.96	0.00	0.00	0.00	876.96
TOTAL PAYMENTS:						1,753.92	0.00	0.00	0.00	1,753.92

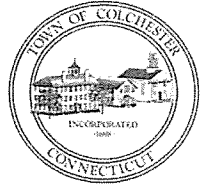
TOTAL BALANCE DUE AS OF 04/03/2013

	TOWN
INT DUE:	0.00
LIEN DUE:	0.00
FEES DUE:	0.00
TAX DUE NOW:	-86.40
TOT DUE NOW:	-86.40
BALANCE DUE:	-86.40

*** FLAGS ***

Circuit Breaker Amount: 0 Benefit Year: 0
 Invalid Address Flag No
 Last Adjustment Reason APPLY VET EXEMPTION

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:	Mary Przyborowski
MAILING ADDRESS:	PO Box C, Fishers Island, NY 06390
BILL NO:	2011-1-4420
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
2/1/13	\$ 2300.65	10/11	1/13	\$ 2283.84	\$	\$	\$ 2283.84	\$ 16.81
	\$			\$	\$	\$	\$	\$
	\$			\$	\$	\$	\$	\$
	\$			\$	\$	\$	\$	\$

APPLICANT(S) SIGNATURE: Mary Przyborowski

OFFICE USE ONLY:

Accounting Codes			
Refund 11303 – 30111	<input checked="" type="checkbox"/>	Current Levy	\$ 16.81
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	\$ 16.81	APPLICATION SUBMITTED DATE:	3/21/13
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:		



2011010004420

GENERAL DATA REAL ESTATE OFFICE OF THE TAX COLLECTOR

AS OF 04/03/2013

BILL NO:	2011-01-0004420	CURRENT OWNER:	SHAFFER CASEY D
UNIQUE ID:	P0277500	ORIGINAL OWNER:	PRZYBOROWSKI MARY
LINK#		C/O:	
FILE#		ADDRESS:	632 NORWICH AVE
BANK:		ADDRESS2:	
ESCROW:		CITY ST ZIP:	COLCHESTER CT 06415
VOL/PAGE:	1186-286	COUNTRY:	
LIEN VOL/PAGE:		PROP LOC.:	632 NORWICH AVE
DISTRICT:		EXR PROP LOC:	
		M/B/L:	4E-05 022-000
PROP ASSESSED:	158,600	ELD CODE:	0
EXEMPTIONS:		EXMPT CHANGE:	
COC CHANGE:			
NET VALUE:	158,600		
MILL RATE:	28.8000		

*** BILLED ***

	TOWN	TOTALS
INST1:	2,283.84	2,283.84
INST2:	2,283.84	2,283.84
INST3:	0.00	0.00
INST4:	0.00	0.00
ADJS:	0.00	0.00
TOT TAX:	4,567.68	4,567.68
TOTAL PAID:	4,584.49	4,584.49

*** PAYMENTS ***

TYPE	CYCLE	DATE	ADJ	TERM/BATCH/SEQ	INST	AMOUNT	INTEREST	LIENS	FEES	TOTALS
Pay	8	02/01/2013	O	82/150/12	T	2,300.65	0.00	0.00	0.00	2,300.65
Pay	2	08/02/2012		81/113/1	T	2,283.84	0.00	0.00	0.00	2,283.84
TOTAL PAYMENTS:						4,584.49	0.00	0.00	0.00	4,584.49

TOTAL BALANCE DUE AS OF 04/03/2013

	TOWN
INT DUE:	0.00
LIEN DUE:	0.00
FEES DUE:	0.00
TAX DUE NOW:	-16.81
TOT DUE NOW:	-16.81
BALANCE DUE:	-16.81

*** FLAGS ***

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

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:	Brian Redshaw
MAILING ADDRESS:	66 Mountain Spring Road, Tolland, CT 06084
BILL NO:	2011-1-4510
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
2/11/13	\$ 977.60	10/11	1/13	\$ 957.60	\$	\$	\$ 957.60	\$ 20.00
	\$			\$	\$	\$	\$	\$
	\$			\$	\$	\$	\$	\$
	\$			\$	\$	\$	\$	\$

APPLICANT(S) SIGNATURE: *Brian Redshaw*

OFFICE USE ONLY:

Accounting Codes			
Refund 11303 – 30111	<input checked="" type="checkbox"/>	Current Levy	\$ 20.00
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	\$ 20.00	APPLICATION SUBMITTED DATE:	3/21/13
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:		



AS OF 04/03/2013

GENERAL DATA REAL ESTATE OFFICE OF THE TAX COLLECTOR

BILL NO: 2011-01-0004510 ORIGINAL OWNER: REDSHAW BRIAN J
 UNIQUE ID: R0423600 C/O:
 LINK# ADDRESS: 66 MOUNTAIN SPRING RD
 FILE# ADDRESS2:
 BANK: CITY ST ZIP: TOLLAND CT 06084
 ESCROW: COUNTRY:
 VOL/PAGE: 286-346 PROP LOC.: 31 JOSEPH LN
 LIEN VOL/PAGE: EXR PROP LOC:
 DISTRICT: M/E/L: 03-03 026-07F

PROP ASSESSED: 66,500 ELD CODE: 0
 EXEMPTIONS: EXMPT CHANGE:
 COC CHANGE:
 NET VALUE: 66,500
 MILL RATE: 28.8000

*** BILLED ***

	TOWN	TOTALS
INST1:	957.60	957.60
INST2:	957.60	957.60
INST3:	0.00	0.00
INST4:	0.00	0.00
ADJS:	0.00	0.00
TOT TAX:	1,915.20	1,915.20
TOTAL PAID:	1,935.20	1,935.20

*** PAYMENTS ***

TYPE	CYCLE	DATE	ADJ	TERM/BATCH/SEQ	INST	AMOUNT	INTEREST	LIENS	FEES	TOTALS
Pay	8	02/11/2013	O	82/156/15	T	977.60	0.00	0.00	0.00	977.60
Pay	1	07/31/2012		81/92/18	T	957.60	0.00	0.00	0.00	957.60
TOTAL PAYMENTS:						1,935.20	0.00	0.00	0.00	1,935.20

TOTAL BALANCE DUE AS OF 04/03/2013

	TOWN
INT DUE:	0.00
LIEN DUE:	0.00
FEES DUE:	0.00
TAX DUE NOW:	-20.00
TOT DUE NOW:	-20.00
BALANCE DUE:	-20.00

*** FLAGS ***

Circuit Breaker Amount: 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:	Barbara & Frederick Briger
MAILING ADDRESS:	59 Evergreen Terr, Colchester, CT 06415
BILL NO:	2011-1-651
BILL NO:	
BILL NO:	
BILL NO:	

REASON FOR APPLICATION:	Overpayment in January
-------------------------	------------------------

AMOUNTS FOR REFUND								
	Amount Paid	List Year	Due Date	Principal	Interest	Lien Fees	Amount Due	TOTAL
1/23/13	\$ 4029.12	10/11	1/13	\$ 2014.56	\$	\$	\$ 2014.56	\$ 2014.56
	\$			\$	\$	\$	\$	\$
	\$			\$	\$	\$	\$	\$
	\$			\$	\$	\$	\$	\$

APPLICANT(S) SIGNATURE: *Frederick Briger + Barbara Briger*

OFFICE USE ONLY:

Accounting Codes			
Refund 11303 – 30111	<input checked="" type="checkbox"/>	Current Levy	\$ 2014.56
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	\$ 2014.56	APPLICATION SUBMITTED DATE:	3/21/13
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:		



2011010000651

GENERAL DATA REAL ESTATE OFFICE OF THE TAX COLLECTOR

AS OF 04/05/2013

BILL NO: 2011-01-0000651 ORIGINAL OWNER: BEIGER BARBARA + FREDERICK J J
 UNIQUE ID: B0035700 C/O:
 LINK# ADDRESS: 59 EVERGREEN TERR
 FILE# ADDRESS2:
 BANK: CITY ST ZIP: COLCHESTER CT 06415
 ESCROW: COUNTRY:
 VOL/PAGE: 148-335 PROP LOC.: 59 EVERGREEN TERR
 LIEN VOL/PAGE: EXR PROP LOC:
 DISTRICT: M/B/L: 01-00 015-000

PROP ASSESSED: 139,900 ELD CODE: 0
 EXEMPTIONS: EXMPT CHANGE:
 COC CHANGE:
 NET VALUE: 139,900
 MILL RATE: 28.8000

*** BILLED ***

	TOWN	TOTALS
INST1:	2,014.56	2,014.56
INST2:	2,014.56	2,014.56
INST3:	0.00	0.00
INST4:	0.00	0.00
ADJS:	0.00	0.00
TOT TAX:	4,029.12	4,029.12
TOTAL PAID:	6,043.68	6,043.68

*** PAYMENTS ***

TYPE	CYCLE	DATE	ADJ	TERM/BATCH/SEQ	INST	AMOUNT	INTEREST	LIENS	FEES	TOTALS
Pay	7	01/23/2013		91/20/741		2,014.56	0.00	0.00	0.00	2,014.56
Pay	7	01/10/2013		82/134/4	T	2,014.56	0.00	0.00	0.00	2,014.56
Pay	1	07/31/2012		81/86/45	T	2,014.56	0.00	0.00	0.00	2,014.56
TOTAL PAYMENTS:						6,043.68	0.00	0.00	0.00	6,043.68

TOTAL BALANCE DUE AS OF 04/05/2013

	TOWN
INT DUE:	0.00
LIEN DUE:	0.00
FEES DUE:	0.00
TAX DUE NOW:	-2,014.56
TOT DUE NOW:	-2,014.56
BALANCE DUE:	-2,014.56

*** FLAGS ***

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

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:	Christopher & Sally Miller
MAILING ADDRESS:	80 Beechwood Drive, Colchester, CT 06415
BILL NO:	2011-1-3712
BILL NO:	
BILL NO:	
BILL NO:	

REASON FOR APPLICATION: **Overpayment for January installment**

AMOUNTS FOR REFUND								
	Amount Paid	List Year	Due Date	Principal	Interest	Lien Fees	Amount Due	TOTAL
12/31/12	\$ 4011.84	10/11	1/13	\$ 2005.92	\$	\$	\$ 2005.92	\$ 2005.92
	\$			\$	\$	\$	\$	\$
	\$			\$	\$	\$	\$	\$
	\$			\$	\$	\$	\$	\$

APPLICANT(S) SIGNATURE: *Sally Miller*

OFFICE USE ONLY:

Accounting Codes			
Refund 11303 – 30111	<input checked="" type="checkbox"/>	Current Levy	\$ 2005.92
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	\$ 2005.92	APPLICATION SUBMITTED DATE:	3/21/13
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:		



2011010003712

GENERAL DATA REAL ESTATE OFFICE OF THE TAX COLLECTOR

AS OF 04/09/2013

BILL NO: 2011-01-0003712 ORIGINAL OWNER: MILLER CHRISTOPHER A + SALLY L
 UNIQUE ID: M0239700 C/O:
 LINK# ADDRESS: 80 BEECHWOOD DR
 FILE# ADDRESS2:
 BANK: FA CITY ST ZIP: COLCHESTER CT 06415
 ESCROW: COUNTRY:
 VOL/PAGE: 1011-286 PROP LOC.: 80 BEECHWOOD DR
 LIEN VOL/PAGE: EXR PROP LOC:
 DISTRICT: M/B/L: 20-00 037-000

PROP ASSESSED: 139,300 ELD CODE: 0
 EXEMPTIONS: EXMPT CHANGE:
 COC CHANGE:
 NET VALUE: 139,300
 MILL RATE: 28.8000

*** BILLED ***

	TOWN	TOTALS
INST1:	2,005.92	2,005.92
INST2:	2,005.92	2,005.92
INST3:	0.00	0.00
INST4:	0.00	0.00
ADJS:	0.00	0.00
TOT TAX:	4,011.84	4,011.84
TOTAL PAID:	6,017.76	6,017.76

*** PAYMENTS ***

TYPE	CYCLE	DATE	ADJ	TERM/BATCH/SEQ	INST	AMOUNT	INTEREST	LIENS	FEEs	TOTALS
Pay	6	12/31/2012		91/16/237		2,005.92	0.00	0.00	0.00	2,005.92
Pay	6	12/26/2012		82/123/70	T	2,005.92	0.00	0.00	0.00	2,005.92
Pay	2	08/01/2012		91/14/1074		2,005.92	0.00	0.00	0.00	2,005.92
TOTAL PAYMENTS:						6,017.76	0.00	0.00	0.00	6,017.76

TOTAL BALANCE DUE AS OF 04/09/2013

	TOWN
INT DUE:	0.00
LIEN DUE:	0.00
FEEs DUE:	0.00
TAX DUE NOW:	-2,005.92
TOT DUE NOW:	-2,005.92
BALANCE DUE:	-2,005.92

*** FLAGS ***

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

April 3, 2013

Early Childhood Grant Opportunities 2013-2014

Submitted by: Shelly A.N. Flynn

Purpose: Seeking Action for the BOS and BOE to approve and authorize the signing of all necessary documentation by authorized person.

Competitive School Readiness Grant

Amount: \$107,000.00 per year

Time Period: July 1, 2013, through June 30, 2014

Purpose: To support school readiness component of Colchester Early Childhood Initiative.

Grantor: CT SDE

No Cash Match Required

Action Required: To approve the School Readiness Grant and to authorize the Superintendent/First Selectman to sign all necessary documents.

Discovery Grant

Amount: \$40,000.00

Time Period: July 1, 2013, through June 30, 2014

Purpose: Support Infrastructure of Colchester Early Childhood Initiative

Grantors: William Caspar Graustein Memorial Fund, CT SDE, The Children's Fund of Connecticut, the Annie E. Casey Foundation

Required Cash Match: \$35,000.00 - A local match in the amount of \$35,000 is required, which has been achieved/exceeded through in-kind services, the reallocation of school readiness dollars toward the Early Childhood Coordinator salary and the provision of employee benefits to the Early Childhood Coordinator.

Action Required: To approve the Discovery Grant and to authorize the Superintendent/First Selectman to sign all necessary documents.

Early Literacy Grant/Discovery (COMPONENT OF DISCOVERY GRANT FOR 13-14)

Amount: TBD

Time Period: July 1, 2013, through June 30, 2014

Purpose: Continue community efforts around supporting Early Literacy

Grantors: William Caspar Graustein Memorial Fund, CT SDE, The Children's Fund of Connecticut, the Annie E. Casey Foundation

No Required Cash Match.

Action Required: Notification only. As this is embedded within the Discovery Grant application, signing off on the Discovery Grant will authorize this portion as well.

Quality Enhancement Grant

Amount: \$3,790.00

Time Period: July 1, 2013 through June 30, 2014

Purpose: to provide funding for programs that focus on education and early care that address quality standards and/or expand comprehensive services for children and families.

Grantor: CT SDE

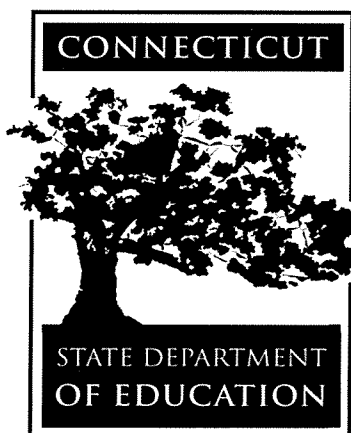
No Cash Match Required

Action Required: To approve the Quality Enhancement Grant and to authorize the First Selectman to sign all necessary documents.

CONNECTICUT STATE DEPARTMENT OF EDUCATION

SCHOOL READINESS GRANT PROGRAM

Application for Competitive School Readiness Municipalities



Legislative Authority

Connecticut General Statutes
Sections 10-16o through 10-16r and Sections 10-16t through 10-16u

RFP 054

Due Date
May 17, 2013

CONNECTICUT STATE DEPARTMENT OF EDUCATION

Stefan Pryor
Commissioner of Education

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Levy Gillespie
Equal Employment Opportunity Director
Title IX / ADA / Section 504 Coordinator
State of Connecticut Department of Education
25 Industrial Park Road
Middletown, CT 06457
860-807-2071

AN EQUAL OPPORTUNITY/AFFIRMATIVE ACTION EMPLOYER

SCHOOL READINESS GRANT PROGRAM
Competitive School Readiness Municipalities

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COMPETITIVE SCHOOL READINESS MUNICIPALITIES

OVERVIEW AND PURPOSE OF GRANT

Purpose of Grant as outlined in the Connecticut General Statutes (C.G.S.) Section 10-16o:

- (1) provide open access for children to quality programs that promote the health and safety of children and prepare them for formal schooling;
- (2) provide opportunities for parents to choose among affordable and accredited programs;
- (3) encourage coordination and cooperation among programs and prevent the duplication of services;
- (4) recognize the specific service needs and unique resources available to particular municipalities and provide flexibility in the implementation of programs;
- (5) prevent or minimize the potential for developmental delay in children prior to their reaching the age of five;
- (6) enhance federally funded school readiness programs;
- (7) strengthen the family through: (A) encouragement of parental involvement in a child's development and education; and (B) enhancement of a family's capacity to meet the special needs of the children, including children with disabilities;
- (8) reduce educational costs by decreasing the need for special education services for school age children and avoiding grade repetition;
- (9) assure that children with disabilities are integrated into programs available to children who are not disabled; and
- (10) improve the availability and quality of school readiness programs and their coordination with the services of child care providers.

It is expected that all children who participate in quality school readiness programs will demonstrate the skills at kindergarten entry. **THE CONNECTICUT PRESCHOOL CURRICULUM AND ASSESSMENT FRAMEWORKS** were developed by the Connecticut State Department of Education (CSDE) and available from the Bureau of Teaching and Learning.

Eligible Recipients

Any town with a priority school as determined in accordance with Section 10-16p(a)(3) of the 2008 Supplement of the CGS, (which excludes current and former Priority School Districts), and any town ranked in the bottom 50 towns in the state in town wealth as defined in CGS Section 10-262f(26), is eligible for this grant.

Eligibility for School Readiness is determined for a five-year period based upon the applicant's designation as a town with a priority school or a town in the lowest 50 wealth rank for the initial year of application, and annually thereafter, contingent upon available funding and a satisfactory annual evaluation. (Eligible municipalities are determined yearly by the CSDE using this criteria).

Grant Duration and Submission Requirements

This grant application is for a two-year period based on the availability of funds. In each Competitive School Readiness Municipality, the chief elected official and the superintendent of schools, in conjunction with the School Readiness Council, shall develop and submit a plan for the expenditure of grant funds **based on council recommendations of a review of applications from area early childhood programs solicited through public notice**. Eligible applicants must submit an application for July 1, 2013, through June 30, 2015. For Year 2, the CSDE requires applicants to submit a cover letter signed by the chief elected official and superintendent of schools with attached budget pages, updated information regarding programs, staff, space capacity, accreditation or approval timeline and status, and any revisions or changes to the information submitted in the Year 1 application. Grant award letters will be issued annually based on the annual appropriation of the Connecticut legislature and the grant recipient's compliance with the program requirements.

Submission

The School Readiness Grant Application (original and one (1) copy) must be received by 4:30 p.m. on Friday, May 17, 2013, irrespective of the postmark dates and means of transmittal. Facsimile copies of the application will not be accepted. Only applications with original signatures will be accepted.

Mailing and Delivery is:

Gerri S. Rowell, School Readiness Program Manager
Bureau of Teaching and Learning
Connecticut State Department of Education
165 Capitol Avenue, Room 215
Hartford, CT 06106

Program Guidelines

Accreditation/Approvals - Grantees must ensure that all sites are licensed by the Connecticut State Department of Public Health (DPH), unless exempt. If exempt, the Licensing Status Verification Form (see Appendix A) must be completed and submitted with the application. In addition, all programs must be accredited or approved as indicated below:

- Accredited by the National Association for the Education of Young Children (NAEYC)
 - For currently accredited sites, submit a copy of your NAEYC certificate and maintain your accreditation status;
 - For new sites not currently accredited, there is a three-year window in which you must achieve accreditation and submit your certificate. The three-year window commences the month the site begins to serve school readiness children. **Accreditation must be achieved prior to the end of the third year.**

OR

- Awarded Federal Head Start status.

See Section V for accreditation/approval submission requirements.

General Policies and Program Operations – In 2008, the General Policies (GP) and Program Operations (PO) were designed to revise and consolidate the former ALERT system. These standards and policies are numbered in chronological order and cover a variety of topics to assist grantees and subgrantees in their adherence to the requirements of the grant. At any time, the CSDE reserves the right to amend these documents. The GP and PO are posted on the CSDE Web site at <http://www.state.ct.gov/sde/cwp/view.asp?A=2678&O=320808>.

Allowable Use of Funds

Program Spaces - School Readiness funds may be used to purchase spaces from center-based programs only, including for-profit or not-for-profit private preschool programs, public preschool programs, Head Start programs, and state-funded day care programs. Programs must meet one of the following criteria: be accredited by the NAEYC; documented as in

process of being accredited; awarded federal Head Start status or meet the criteria established by the Commissioner of Education. Services may be provided in the three (3) program types.

Programs Types Include:

- Full-Day/Full-Year Programs (5 days per week, 10 hours per day for a minimum of 50 weeks per year),
- School-Day/School-Year (5 days per week, 6 hours per day for a minimum of 180 consecutive days), and
- Part-Day/Part-Year Programs (minimum of 2.5 hours per day for 180 consecutive days for children not in any other program).

Competitive grant towns must provide a minimum of 13 Full-Day/Full-Year spaces. If the Competitive grant towns provide Part-Day or School-Day spaces, the number of spaces must exceed the minimum 13 Full-Day space requirement. At least 50 percent of the spaces must be Full-Day/Full-Year. For further information and definition of program types, see PO 09-04. At least 60 percent of School Readiness children must be at or below 75 percent of the state median income.

Contract - Each grantee must have written contracts with their sub-grantees that clearly spell out the terms and conditions of their responsibilities in carrying out the grant program.

Monitoring - Each grantee is responsible for monitoring their sub-grantees to ensure programmatic and fiscal responsibility, accountability for children served and that the 11 quality components under Section 10-16q of the 2008 Supplement to the General Statutes are implemented for each program, as summarized below.

- (1) a plan for collaboration with other community programs and services and for coordination of resources in order to facilitate full-day and year-round child care and education programs for children of working parents and parents in education training programs;
- (2) parent involvement, parenting education and outreach;
- (3) policies documenting essential health-related information and referrals for health services, including referrals for appropriate immunizations and screenings;
- (4) a plan for the incorporation of appropriate pre-literacy practices and teacher training in such practices;
- (5) nutrition services;
- (6) referrals to family literacy programs that incorporate adult basic education and provide for the promotion of literacy through access to public library services;
- (7) admission policies that promote enrollment of children from different racial, ethnic and economic backgrounds and from other communities;
- (8) a plan for transitioning participating children from a school readiness program to kindergarten;
- (9) a plan for professional development for staff;
- (10) a sliding fee scale for families participating in the program; and
- (11) an annual evaluation of the effectiveness of the program.

Teaching Staff – By July 1, 2015, any program accepting state funds from the School Readiness Grant, Child Day Care Contracts, or State Head Start Funds, must have at least 50 percent of teachers assigned to each classroom in the program hold an Associate’s degree with an early childhood concentration and at least 50 percent of teachers hold a Bachelor’s degree with an early childhood concentration. By July 1, 2020, there needs to be a teacher in each classroom that holds a Bachelor’s degree with an early childhood concentration (see GP 13-04 for guidance). Until such time, the current educator requirements remain in place. Each classroom that provides services under the school readiness grant must be staffed, according to GP 13-04 by:

- a teacher, who at minimum, has a Child Development Associate (CDA) credential and 12 credits in early childhood education or child development from an institution of higher learning accredited by the Board of Governors of Higher Education; **or**

- a teacher who has an Associate Degree or a four-year degree with 12 credits in early childhood education or child development from an institution of higher learning accredited by the Board of Governors of Higher Education; **or**
- a teacher who has a Connecticut teaching certificate with an early childhood or special education endorsement.

Any school readiness classroom operated by a public school must employ appropriately certified teaching staff if one or more children in the class are claimed for Education Cost Sharing (ECS) reimbursement. (See “Staffing” grid under School Readiness Program Data Section V.)

Reports – All Competitive School Readiness municipalities must submit school readiness reports, including fiscal data and monthly space utilization reports, or any additional requests for data. Grantees are also expected to participate as requested in all state-level evaluation activities.

SECTION II

SCHOOL READINESS GRANT PROGRAM
 Competitive Grant Municipalities

This grant is supported by the Connecticut State Department of Education

GRANT PERIOD

July 1, 2013, to June 30, 2014

GRANT COVER PAGE

To be Completed and Submitted with the Grant Application

<u>APPLICANT AGENCY:</u> (Name, Address, Telephone, Fax)	<u>LOCAL PROGRAM TITLE:</u> <u>PROGRAM FUNDING DATES:</u> From July 1, 2013, to June 30, 2014
<u>AGENCY CONTACT PERSON:</u> (Name, Address, Telephone, E-mail, Fax)	<u>ESTIMATED FUNDING:</u>

We, _____, the undersigned authorized chief administrative officials submit this proposal on behalf of the applicant agency, attest to the appropriateness and accuracy of the information contained therein, and certify that this proposal, if funded, will comply with all relevant requirements of the state and federal laws and regulations.

In addition, funds obtained through this source will be used solely to support the purpose, goals and objectives as stated herein.

Signature: (Chief Elected Official)

Name: (typed) _____

Agency: _____

Title: _____

Date: _____

Signature: (Superintendent)

Name: (typed) _____

Agency: _____

Title: _____

Date: _____

TO BE SIGNED IF FISCAL AGENT IF OTHER THAN THE MUNICIPALITY OR SCHOOL DISTRICT

Signature: (Fiscal Agent)

Name: (typed) _____

Agency: _____

Title: _____

Date: _____

**COMPETITIVE SCHOOL READINESS MUNICIPALITIES
SCHOOL READINESS COUNCIL**

1. Identify the Chairperson or Co-Chairpersons of the municipality’s School Readiness Council for the School Readiness Grant Program in FY 2014 and FY 2015

Chairperson
or Co-Chair: _____ Affiliation: _____

Address: _____

City, State: _____ Zip Code: _____

Telephone: _____ Fax: _____

Co-Chair: _____ Affiliation: _____

Address: _____

City, State: _____ Zip Code: _____

Telephone: _____ Fax: _____

2. School Readiness Council Members FY 2014 and FY 2015

Council members shall be representative of the community and include the Chief Elected Official or designee, the Superintendent of Schools or designee, parents, representatives from local programs associated with young children such as Family Resource Centers, non-profit and for-profit preschool programs and Head Start, a public librarian, and other local community organizations that provide services to young children.

<u>Name</u>	<u>Address</u>	<u>Email/Telephone</u>	<u>Role/Affiliation</u>
			Mayor/Designee
			Superintendent/Designee
			Public Librarian
			Parent(s)
			Other (please name role)

3. Applicants must describe how the School Readiness Council participated in the writing of the grant application and what the ongoing role of the Council will be in carrying out the goals and objectives of the grant.

4. **Individual School Readiness Program handbooks must be submitted with the RFP addressing the quality components (see Appendix B: Program Documents for handbook guidance).** Submission of local School Readiness Council’s written policies regarding administration and coordination of the School Readiness Grant will be required in the mid-grant cycle FY 2015 (refer to GP 09-02 for guidance).

SCHOOL READINESS GRANT PROGRAM

OTHER COMMUNITY GRANTS

Please check those grants that are currently in your community. Please describe how each grant/program collaborates with the School Readiness Grant Program.

- Adult Education**

- Community Partnership/Community Plans for Early Childhood Grant**

- Discovery Grant**

- Even Start**

- Family Resource Center**

- Head Start**

- Young Parents Program**

- Preschool Special Education**

- Education Reform Plan**

How does your community promote meaningful, inclusive practices for young children with disabilities? Describe how the school readiness program(s) work with the local school system in the delivery of services to meet the needs of children with disabilities.

Please list other state or federal grants or private grants that collaborate with School Readiness programs.

SCHOOL READINESS GRANT PROGRAM

SCHOOL READINESS PROGRAM DATA

The following forms are SAMPLES only. Please submit these forms electronically to alissa.marotta@ct.gov at the CSDE. An Excel workbook file will be sent via e-mail to your designated School Readiness community liaison (new applicants can contact Alissa Marotta). Detailed directions on how to complete the workbook are located within the electronic file. After completing the workbook, please print a copy for your records and e-mail the workbook simultaneously when the School Readiness application is submitted.

SCHOOL READINESS GRANT PROGRAM

PROGRAM APPLICANTS FOR FY 2014*

List every application by site received by the School Readiness Council for the grant period July 1, 2013 - June 30, 2014. For each applicant, indicate licensing status as (L) for currently licensed by DPH or (E) exempt.

Site / Sites	Address	Town	Zip	Contact Name	Phone	Licensed
SAMPLE						

* A new grid for FY 2015 must be submitted in Year 2

SCHOOL READINESS GRANT PROGRAM

LICENSING AND ACCREDITATION/APPROVAL STATUS

LICENSING AND ACCREDITATION/APPROVAL STATUS

Applicants must meet the program requirements and quality standards for participation in this grant program as described in CGS Section 10-16q (a).

1. **Applicants must attach a copy of each current license from the DPH for each site requesting school readiness funds. If the site is exempt from DPH licensing requirements, (i.e., public schools) the site claiming exemption from licensing must request that the superintendent of schools complete a Licensing Status Verification Form (Appendix A).**

PLEASE NOTE: Applicants claiming license exemption must document how they meet health and safety standards required by their local health department.

2. All program sites must be accredited/approved or in process of becoming accredited/approved. The following documentation must be submitted along with the completion of the Program Accreditation/Approval Form.
 - a. Programs accredited by the NAEYC must submit current accreditation certificate.
 - b. Programs in process for initial NAEYC accreditation and NAEYC re-accreditation must submit their application number and documentation of their current status on page 14. Please see the Web site link below for NAEYC accreditation dates and timelines:
http://www.naeyc.org/files/academy/file/Timeline_Currently_Accredited.pdf
 - c. Programs approved by Head Start must submit a copy of their most recent Financial Assistance Award Letter from the United States Department of Health and Human Service, Administration of Children and Families. In addition, submit a copy of the Head Start approved Quality Improvement Plan demonstrating progress toward correcting any areas of deficiencies and/or non-compliances.

New programs seeking the NAEYC accreditation must apply for their accreditation packet and receive their decision within three years of the start date when children begin attending the School Readiness site.

SCHOOL READINESS GRANT PROGRAM

LICENSING AND ACCREDITATION/APPROVAL STATUS

SITE	LICENSING				NAEYC STATUS					HEAD START	
	Yes	License Exp. Date	Exempt	Pending	ID#	Certificate Exp. Date	3-yr window Due Date	Candidacy Date (see NAEYC timeline)	Expected Date of Visit (3-month window)	Yes	No
SAMPLE											

SCHOOL READINESS GRANT PROGRAM

STAFFING

All staff working with children in School Readiness classrooms and managing a School Readiness site must be registered in the Early Childhood Professional Development Registry (**Please refer to GP 09-09**). The State Department of Education uses the Registry system to verify staff qualifications in association with meeting the requirements of the RFP and annual program evaluation. **Complete the staffing grid first listing the personnel who provide classroom coverage (i.e. those who meet SR qualifications), Directors, and all other staff working in SR classrooms.**

Site Name: _____ (please complete per site)

Staff Name	Staff Registry ID#	Ladder Level	Class Name / Number	# of SR Children / Total # (i.e., 5/18)	Role: (Teacher, Assistant, Aide, Director, other)	Daily Hours in Classroom: From: To:(i.e. 8:30-12:30, 2:30-4:30)	Total Daily Hours in Classroom: (i.e. 6)	Total Daily Hours on site (i.e. 8)
SAMPLE								

SCHOOL READINESS GRANT PROGRAM

SPACE PROPOSAL FOR FY 2014

Site	Start Date*	# FD / FY Spaces	Total FD / FY Cost	# SD / SY Spaces	Total SD / SY Cost	# PD / PY Spaces	Total PD / PY Cost	Total # Spaces	Total Cost
SAMPLE									

*Indicate the first year this site received School Readiness funds.

SCHOOL READINESS GRANT PROGRAM

FISCAL AGENT

Identify the fiscal agent for the School Readiness Grant Program for FY 2014 and FY 2015.

Please be advised that if the fiscal agent for this grant program is other than the municipality or the municipality's school district, the fiscal agent must sign the Grant Cover Page and the grant's Statement of Assurances to certify compliance with all relevant requirements of this State grant program.

Fiscal Agent Information

Identify Fiscal Agency:	_____		
Street Address:	_____ _____		
City, State, Zip Code:	_____		
Telephone:	_____		Fax: _____
Primary Contact Person:	Name: _____	E-mail: _____	
Federal ID #:	_____		

SCHOOL READINESS GRANT PROGRAM

GRANT BUDGET FY 2014

Directions

1. The applicant agency must complete the ED 114 State Budget Form with anticipated line item total expenditures for the municipality and the Budget Justification Page.
 - a. On the Budget Justification Page, provide a brief explanation justifying each line item expenditure proposed in the grant budget.
2. Grantees must submit a new ED 114 State Budget Form and Budget Justification page in Year 2.

An "Explanation of Budget Codes" is attached for reference.

FISCAL YEAR 2014

ED 114 BUDGET FORM

GRANTEE NAME:		TOWN/AGENCY CODE:	
GRANT TITLE:	School Readiness Grant Program Competitive Grant Municipalities		
PROJECT TITLE:	School Readiness Grant Program Competitive Grant Municipalities		
ACCOUNTING CLASSIFICATION: FUND: 11000 SPID: 12113 YEAR: 2014 PROG: 82079 CF1: 170003 CF2:			
GRANT PERIOD: 07/01/2013 – 06/30/2014		AUTHORIZED AMOUNT: \$	
AUTHORIZED AMOUNT BY SOURCE: LOCAL BALANCE: CARRY-OVER DUE: CURRENT DUE: \$			
CODES	DESCRIPTIONS	BUDGET AMOUNT	
111A	Administrators / Supervisors Salaries		
111B	Teachers		
112A	Education Aides		
112B	Clerical		
119	Other		
200	Personal Services – Employee Benefits		
322	In-Service (Professional Development)		
323	Pupil Services		
324	Field Trips		
325	Parent Activities		
330	Other Professional Technical Services		
331	Audit		
400	Purchased Property Services		
510	Pupil Transportation		
530	Communications		
580	Travel		
590	Other Purchased Services		
611	Instructional Supplies		
612	Administrative Supplies		
690	Other Supplies		
700	Property		
890	Other Objects		
	TOTAL		
Original Request Date:			
Revised Request Date:		<i>Connecticut State Department of Education Program Manager Authorization</i>	<i>Date of Approval</i>

SCHOOL READINESS GRANT PROGRAM

EXPLANATION OF BUDGET OBJECT CODES

SALARIES (100)

- 111A Administrator/Supervisor Salaries:** Amounts paid to administrative employees of the grantee not involved in providing direct services to pupils/clients. Include all gross salary payments for these individuals while they are on the grantee payroll, including overtime salaries or salaries paid to employees of a temporary nature.
- 111B Teachers:** Salaries for employees providing direct instruction/therapy to pupils/clients. This category is used for both pupil personnel staff and teachers. Include all salaries for these individuals while they are on the grantee payroll, including overtime salaries or salaries of temporary employees. Substitute teachers or those hired on a temporary basis to perform work in positions of either a temporary or permanent nature are reported here. Tutors or individuals whose services are acquired through a contract are not included in the category. A general rule of thumb is that a person for whom the grantee is paying employee benefits and who is on the payroll is included; a person who is paid a fee with no grantee obligation for benefits is not.
- 112A Education Aides:** Salaries for employees who assist staff in providing classroom instruction. Include all gross salaries for these individuals while they are on the grantee payroll, including overtime salaries or salaries of temporary employees.
- 112B Clerical:** Salaries for employees performing clerical/secretarial services. Include all gross salaries for these individuals while they are on the grantee payroll, including overtime salaries or salaries of temporary employees.
- 119 Other:** Salaries for any other employee not fitting into objects 111A, 111B, 112A or 112B. Include the gross salaries for these individuals, including overtime salaries or temporary employees. Included can be janitorial personnel costs, grant activity coordinators, salaries and food service personnel.

BENEFITS (200)

- 200 Personnel Services - Employee Benefits:** Amounts paid by the grantee on behalf of the employees whose salaries are reported in objects 111A, 111B, 112A, 112B or 119. These amounts are not included in the gross salary but are in addition to that amount. Such payments are fringe benefit payments and, while not paid directly to employees, nevertheless are parts of the cost of personal services. Included is the employer's cost of group insurance, social security contribution, retirement contribution, tuition reimbursement, unemployment compensation and workmen's compensation insurance.

PURCHASED SERVICES (300)

- 322 In-Service (Instructional Program Improvement Services):** Payments for services performed by persons qualified to assist teachers and supervisors to enhance the quality of the teaching process. This category includes curriculum consultants, inservice training specialists, etc., who are not on the grantee payroll.

- 323 **Pupil Service (Non-Payroll Services)**: Expense for certified or licensed individuals who are not on the grantee payroll and who assist in solving pupils' mental and physical problems. This category includes medical doctors, therapists, audiologists, neurologists, psychologists, psychiatrists, etc.
- 324 **Field Trips**: Cost incurred for conducting educational activities off site, including admission costs.
- 325 **Parent Activities**: Expenditures related to services for parents including workshop presenters, babysitting services and overall seminar/workshop costs.
- 330 **Other Professional/Technical Services**: Payments for professional or technical services that are not directly related to instructional activities. Included are payments for data processing, management consultants, legal services, etc.
- 331 **Audit**: Direct cost for the audit of the grant program by an independent auditor. This category is separated from object code 330, as many grants do not include the cost as eligible grant expenditures.

PURCHASED PROPERTY SERVICES (400)

- 400 **Purchased Property Services**: Expenditures for services to operate, repair, maintain and rent property owned or used by the grantee. These are payments for services performed by persons other than employees of the grantee.

OTHER PURCHASED SERVICES (500)

- 510 **Pupil Transportation**: Expenditures for transporting pupils to and from school and other activities. Included are such items as bus rentals for field trips and payments to drivers for transporting children with disabilities
- 530 **Communications**: Payments for services provided by persons or businesses to assist in transmitting and receiving messages or information. This category includes telephone, FAX services, postage and postage machine rental.
- 580 **Travel**: Expenditures for transportation, meals, hotel and other expenses associated with staff travel, including conference or workshop fees. Per diem payments to staff in lieu of reimbursement for subsistence (room and board) are included.
- 590 **Other Purchased Services**: All other payments for services rendered by organizations or personnel not on the grantee payroll not detailed in budget line items 510, 530 or 580. These include printing and advertising costs.

SUPPLIES (600)

- 611 **Instructional Supplies**: Expenditures for consumable items purchased for instructional use.
- 612 **Administrative Supplies**: Expenditures for consumable items directly related to program administrative (non-instructional) activities.
- 690 **Other Supplies**: Allowable expenditures for any other supply which is not instructional or administrative in nature, including assessment instruments.

PROPERTY (700)

700 **Property:** Expenditures for acquiring fixed assets, including land or existing buildings, improvements of grounds, initial equipment, additional equipment and replacement of equipment. For most grants, only equipment such as computers, duplicating machines, furniture and fixtures is allowable and the line item description on the budget will read Property/Equipment only.

Other items, which could be included in this category if allowable under grant legislation, are expenditures for the acquisition but not rental of buildings and land. Although cost of materials that resulted in a new or vastly improved structure would also be included here, the expenditures for the contracted construction of buildings, for permanent structural alterations, and for the initial or additional installation of heating and ventilating systems, fire protection systems, and other service systems in existing buildings are recorded under Object 400: Purchased Property Services.

In accordance with the Connecticut State Comptroller's definition of equipment, included in this category are all items of equipment (machinery, tools, furniture, vehicles, apparatus, etc.) with a value over \$1,000.00 and the useful life of more than one year.

OTHER OBJECTS (800)

890 **Other Objects (Miscellaneous Expenditures):** Expenditures for goods or services not properly classified in one of the above objects, including expenditures for dues and fees, judgments against a grantee that are not covered by liability insurance and interest payments on bonds and notes.

FY 2014 BUDGET JUSTIFICATION PAGE

A separate budget justification must be completed in detail identifying the specifics for each line item expenditure noted in your budget.

For Example:

<i>111B</i>	<i>Teachers</i>	<i>\$ 50,000</i>
	<i>Number of teachers, hours per week, cost per hour or weekly salary</i>	
<i>611</i>	<i>Instructional Supplies</i>	<i>\$ 1,200</i>
	<i>Art Materials, Books, Cooking Supplies</i>	

SCHOOL READINESS GRANT PROGRAM

MANAGEMENT AND ACCOUNTABILITY STRUCTURE

Section 10-16p (g) of the Connecticut General Statutes requires each School Readiness community to “*designate a person to be responsible for such coordination, program evaluation and administration and to act as a liaison between the town and the Connecticut State Departments of Education and Social Services.*”

This section must include the following information:

- 1. The School Readiness Liaison is the person responsible for the management (as defined above) of the grant program. Please address the following in your response.**
 - **How does the liaison carry out the fiscal monitoring of sub-grantees?**
 - **How does the liaison ensure that sub-grantees adhere to the 11 quality standards, program standards, accreditation and grant policies?**
 - **How often is each sub-grantee site visited by the liaison or persons contracted through the School Readiness Council?**
 - **How are the visits documented and what is the process for follow-up? *Please attach a copy of local monitoring site visit form used by the Liaison.***
 - **If the Liaison identifies issues to be addressed, describe the process to resolve them.**
- 2. Who is responsible for ensuring the accuracy of the monthly data submitted to the CSDE, and how is the enrollment and attendance verified?**
- 3. How will the School Readiness Council be kept informed of the grant status in relationship to child and program issues identified in the community, as well as the ongoing management process?**

Please note that the appointment of a fiscal agent other than the grantee does not relieve the grantee of their obligation for the management and accountability of this grant program.

**SCHOOL READINESS GRANT PROGRAM
DOCUMENTATION AND EVALUATION**

Under Section 10-16q (a) (11), programs funded by School Readiness must use the assessment measures developed by the Commissioners of Education and Social Services.

1. How does the applicant recruit new children and families to ensure full utilization of spaces?
2. How does the applicant document the progress in the community to increase the numbers of children served and ensure that all eligible children are served?
3. What processes and requirements does the School Readiness Council have to ensure that the curriculum and assessment system used by the School Readiness Programs to measure child progress is aligned to the “Connecticut Preschool Curriculum Framework and the Connecticut Preschool Assessment Framework”?
4. How does the School Readiness Council provide oversight, coordination and support for the sub-grantee’s measurement of child progress? For guidance, please refer to the “Connecticut Preschool Curriculum Framework and the Connecticut Preschool Assessment Framework”.
5. How is information on the School Readiness Grant goals, outcomes and progress disseminated to the community at-large?

**SCHOOL READINESS GRANT PROGRAM
INTERAGENCY COLLABORATION AGREEMENTS**

Programs should have collaborative agreements with outside community agencies in order to provide support and services to families as required by the collaboration quality components. These agreements should include, but are not limited to, agencies such as health, mental health, WIC, libraries, adult education and job training programs. These agreements may be developed as a community effort by the individual programs or individual agreements by each program.

Please attach the community/individual collaborative agreements for programs through June 30, 2014, or beyond.

PLEASE NOTE:

- Agreements may be for one or two years.
- If collaboration agreements are completed on a community basis, all signatures for programs involved in the collaboration must be on a single agreement form.
- Agreements must clearly specify:
 - the individual responsibilities and duties of each agency as it relates to the school readiness families;
 - include the number of people to be served; and
 - a description of the services to be provided.
- Do not include agreements with consultants required by licensing.

Attached is a sample of an agreement that may be used.

SCHOOL READINESS GRANT PROGRAM

SAMPLE

LETTER OF AGREEMENT

(Proposing Agency Name) would like to enter into a collaborative agreement with (Collaborating Agency Name) for the following services for FY 2014- FY 2015.

Responsibilities of Proposing Agency:

(Describe the specific activity to be provided by proposing agency for this application)

Responsibilities of Collaborating Agency:

(Describe the specific activity to be provided by the collaborating agency for this application, the number of people to be served and the location of the activity)

Thank you for your support.

<u>PROPOSING AGENCY</u>
_____ Name: _____
_____ Title: _____
_____ Address: _____
_____ (Signature)
_____ Date: _____

<u>COLLABORATING AGENCY</u>
_____ Name: _____
_____ Title: _____
_____ Address: _____
_____ (Signature)
_____ Date: _____

PROGRAM DESCRIPTION

- A. Attach a copy of a program calendar for July 1, 2013, to June 30, 2014, and clearly identify all closings. Programs must adhere to the required number of days open by program type as outlined in PO 09-04.

NOTE: Full-day/full-year programs must be available to families for 50 weeks. Consult your School Readiness Council regarding the required Alternative Care Plan Policy.

- B. Class size may not exceed 20 children; the CSDE recommends a class size of 18 children. Class is defined as a well-defined space with clear physical barriers that is used by the same set of children with assigned teacher and staff. Please attach a description the program's class size and teacher to child ratio for each class.
- C. Attach a description of the curriculum and assessment documents used in your program.
- Does your program utilize a published curriculum and assessment? If so, please name the curriculum and assessment and describe the formal training received in the use of the curriculum. Please describe the relationship between your curriculum and assessment documents with the *Connecticut Preschool Curriculum and Assessment Frameworks*.
 - If your program's curriculum and assessment are not a published curriculum, please describe the major components, the theoretical foundation, how the *Connecticut Preschool Curriculum and Assessment Frameworks* were used in the development, and the professional development activities associated in the implementation of the curriculum.
- F. Attach a daily schedule and **two current consecutive** weeks of learning experience plans that demonstrate how the program uses the standards and benchmarks outlined in the *Connecticut Preschool Curriculum and Assessment Frameworks* and incorporates appropriate pre-literacy practices (**See Appendix C - Learning Experience Plan Guidance.**)

SCHOOL READINESS GRANT PROGRAM

STATEMENT OF ASSURANCES

1. **The Statement of Assurances Signature Page included in this grant must provide the authorized signatures of the applicant agency (e.g., mayor and superintendent of schools). Please note that the authorized signatures of the eligible applicant must also be provided on the cover page of the grant application submitted with the grant.**

*Applicants need only submit the
Statement of Assurances Signature Page
with submission of their grant application.*

SCHOOL READINESS GRANT PROGRAM

Statement of Assurances

PROJECT TITLE

School Readiness Grant Program

THE APPLICANT:

HEREBY ASSURES THAT:

(Insert Agency Name)

- A. The applicant has the necessary legal authority to apply for and receive the proposed grant;
- B. The filing of this application has been authorized by the applicant's governing body, and the undersigned official has been duly authorized to file this application for and on behalf of said applicant, and otherwise to act as the authorized representative of the applicant in connection with this application;
- C. The activities and services for which assistance is sought under this grant will be administered by or under the supervision and control of the applicant agency;
- D. The project will be operated in compliance with all applicable state and federal laws and in compliance with the regulations and other policies and administrative directives of the Connecticut State Board of Education and the CSDE;
- E. Grant funds shall not be used to supplant funds normally budgeted by the agency;
- F. Fiscal control and accounting procedures will be used to ensure proper disbursement of all funds awarded throughout the entire grant period;
- G. The applicant will submit a final project report (within 60 days of the project completion) and such other reports, as specified, to the CSDE, including information relating to the project records and access thereto as the State Department of Education may find necessary;
- H. The Connecticut State Department of Education reserves the exclusive right to use and grant the right to use and/or publish any part or parts of any summary, abstract, reports, publications, records, and materials resulting from this project and this grant;
- I. If the project achieves the specified objectives, every reasonable effort will be made to continue the project and/or implement the results after the termination of state and/or federal funding;
- J. The applicant will protect and save harmless the State Board of Education from financial loss and expense, including fees and legal fees and costs, if any, arising out of any breach of the duties, in whole or in part, described in the application for this grant;
- K. At the conclusion of each grant period, the applicant will provide for an independent audit report acceptable to the grantor in accordance with Sections 7-394a and 7-396a of the CGS, and the applicant shall return to the State Department of Education any monies not expended in accordance with the approved program/operation budget as determined by audit;

L. **Required Language (Non-discrimination)**

1) References in this section to "contract" shall mean this grant agreement and references to "contractor" shall mean the Grantee. For the purposes of this section, "Commission" means the Commission on Human Rights and Opportunities. For the purposes of this section "minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise and (3) who are members of a minority, as such term is defined in subsection (a) of section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

2) (a) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of 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; (b) the contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (c) 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; (d) 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; (e) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and section 46a-56.

3) Determination of the contractor's good faith efforts shall include but shall not be limited to the following factors: The contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

4) The contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

5) The contractor shall include the provisions of section (2) above in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

6) The contractor agrees to comply with the regulations referred to in this section as the term of this contract and any amendments thereto as they exist on the date of the contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.

7) (a) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (b) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (c) the contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to section 46a-56; (d) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor which relate to the provisions of this section and section 46a-56.

8) The contractor shall include the provisions of section (7) above in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

OTHER ASSURANCES

M.

The grant award is subject to approval of the State Departments of Education and Social Services and the availability of state and/or federal funds;

N.

The applicant agrees and warrants that Sections 4-190 to 4-197, inclusive, of the CGS concerning the Personal Data Act and Sections 10-4-8 to 10-4-10, inclusive, of the Regulations of Connecticut State Agencies promulgated thereunder are hereby incorporated by reference;

O.

Grant funds should not be committed until an official grant award letter is received;

P.

The grantee agrees to other attestations and special assurances, particular to the requirements of CGS Sections 10-160 through 10-16r and the amendments outlined in P.A. 99-230 and P.A. 00-187 for grantees or state agencies that require grantee or subgrantee participation or compliance;

Q.

The signature of the chief elected officials on the Statement of Assurances Signature Page indicates the intent to comply with the provisions referenced in each section. Assurances not agreed to by the chief elected official of the town must be identified on a separate sheet with a rationale for the disagreement; and

R.

The State Departments of Education and Social Services reserve the right to negotiate terms, including the withholding of funds, based on the grantee's inability to comply with these assurances.

SCHOOL READINESS GRANT PROGRAM
STATEMENT OF ASSURANCES SIGNATURE PAGE

We, the undersigned authorized officials, do hereby certify that these assurances shall be fully implemented.

Signature of Chief Elected Official: _____

Name: (please type) _____

Title: (please type) _____

Date: _____

Signature of Superintendent: _____

Name: (please type) _____

Title: (please type) _____

Date: _____

To Be Signed if the Fiscal Agent is other than the Municipality or the School District:

Signature of Fiscal Agent: _____

Name: (please type) _____

Title: (please type) _____

Date: _____

SCHOOL READINESS GRANT PROGRAM

AFFIRMATIVE ACTION PACKET

1. The Affirmative Action Certification Form must be signed by the applicant agency's authorized official and submitted with the grant application.

In accordance with the regulations established by the Commission on Human Rights and Opportunities, each applicant is required to have a complete Affirmative Action Packet on file with the State Department of Education. This grant application contains the "Certification Form" certifying that an Affirmative Action Plan is on file with the State Department of Education. The individual(s) authorized to sign on behalf of the applicant agency must sign the Affirmative Action Certification Form and submit such form with the grant application.

Applicants who do not have an Affirmative Action packet on file with the State Department of Education must obtain and submit a completed packet with their grant application. An Affirmative Action packet can be obtained through:

**Connecticut State Department of Education
Affirmative Action Office
25 Industrial Park Road
Middletown, Connecticut 06457
(860) 807-2101**

SCHOOL READINESS GRANT PROGRAM
AFFIRMATIVE ACTION CERTIFICATION FORM

AFFIRMATIVE ACTION CERTIFICATION

AN AFFIRMATIVE ACTION PLAN IS ON FILE WITH THE CONNECTICUT STATE DEPARTMENT OF EDUCATION

I (We), the undersigned authorized official(s), hereby certify that the current Affirmative Action Plan of the applicant organization/agency is on file with the Connecticut State Department of Education. The Affirmative Action Plan is by reference, part of this application.

Signature of Authorized Official

Date

Name of Authorized Official (please type)

Title of Authorized Individual

Signature of Authorized Official

Date

Name of Authorized Official (please type)

Title of Authorized Individual

SCHOOL READINESS GRANT PROGRAM

GLOSSARY/DEFINITIONS

Connecticut Frameworks – The “**CONNECTICUT PRESCHOOL CURRICULUM FRAMEWORK**” and “**CONNECTICUT PRESCHOOL ASSESSMENT FRAMEWORK**” are the guides for programs to use in the implementation and necessary adjustments to the curriculum and experiences that support children in the development of skills and knowledge.

General Policy and Program Operation Communication System – This system replaces the ALERT system previously used to communicate guidance to councils. General Policy (GP) and Program Operation (PO) communications are issued to provide guidance to councils and providers concerning School Readiness policies and procedures. **Technical Assistance** documents are issued to give guidance to programs on early childhood topics such as Americans with Disabilities Act (ADA) and Individuals with Disabilities Education Act (IDEA) in Preschools, Transition to Kindergarten, Parent Involvement and Nutrition. A copy of these General Policies, Program Operations and Technical Assistance documents should be maintained and followed. **General Policies, Program Operations and Technical Assistance documents are posted on the CSDE Web page at www.sde.ct.gov/sde.**

Inclusion/Integration – It is expected that all children with and without disabilities shall have access to school readiness programs. Programs must adhere to the requirements of the ADA and the IDEA that require that no child be excluded on the basis of a disability. For more information, see the **TECHNICAL ASSISTANCE DOCUMENT ON INCLUSION SR TA. 99-01** (available at www.sde.ct.gov/sde).

Learning Experience Plan – A Learning Experience Plan describes both the learning expectations for children, as well as the teaching strategies that support all children across varying levels of development and the setting in which the experiences are planned to occur.

Outcomes – Those skills that children with a quality preschool experience are expected to demonstrate when entering kindergarten. For more information and guidance, see the publication **CONNECTICUT PRESCHOOL CURRICULUM FRAMEWORK and CONNECTICUT ASSESSMENT FRAMEWORK** that is available from the CSDE Web page at www.sde.ct.gov/sde.

Parent Fees – The amount of money parents are required to pay for participation in the School Readiness program is based on the sliding fee scale or is stated on their child care certificate. Fees must be used to support the activities of the School Readiness program that the child is attending. The School Readiness Council may choose to exempt only Part-Day/Part-Year Programs from this requirement. For additional information, see **Program Operation PO 09-03**.

Program Standards – Programs who either have or are seeking NAEYC accreditation must meet the NAEYC standards. Head Start programs must meet the Head Start Program Performance Standards. For additional information, see **General Policy GP 09-05 and GP 09-06**.

Quality Components – The 11 components required of School Readiness programs by the legislation include collaboration, parent involvement, health, nutrition, pre-literacy practices, family literacy, admission policies, transition to kindergarten, professional development, sliding fee scale and an annual program evaluation (see page 6 for a complete listing of the 11 components).

Sliding Fee Scale – A scale of fees based on income and family size. For all children, except those with a child care certificate, the programs must use the DSS Sliding Fee Scale or develop their own based on the DSS Scale to determine the fees charged to parents for School Readiness programs, in accordance to policy guidelines provided by their local School Readiness Council.

Teacher – Each classroom that provides services under the School Readiness Grant must be staffed for all operating hours of the day for Part-Day and School-Day spaces and for six hours per day for Full-Day spaces by: a teacher who, at minimum, has a Child Development Associate (CDA) credential and 12 credits or more in early childhood education or child development from an institution of higher learning accredited by the Board of Governors of Higher Education; or an associate’s degree or a four (4) year degree with 12 or more credits in early childhood education or child development from an institution of higher learning accredited by the Board of Governors of Higher Education; or a Connecticut teaching certificate with an early childhood or special education endorsement. The qualifications change beginning July 1, 2015 in accordance with Public Act 12-50. **For additional information, see General Policy 13-04.**

SCHOOL READINESS GRANT PROGRAM

GRANT SUBMISSION INFORMATION

A. Date Of Board Acceptance

IF the submission of the application for the School Readiness Grant Program requires the official approval and/or endorsement of any board or like body (e.g., board of education, town council, etc.), the approval and/or endorsement of such body should be submitted with the grant application. If it is not possible to obtain board or similar approval prior to submission of the grant application, then the official board approval or similar document should be sent under separate cover, no later than July 1, 2011.

B. Freedom of Information Act

All of the information contained in the grant application submitted in response to the School Readiness Grant Program is subject to the provisions of the Freedom of Information Act Sections 1-200 to 1-241, inclusive (FOIA). The FOIA declares that except as provided by federal law or state statute, records maintained or kept on file by any public agency, as defined in the statute, are public records and every person has the right to inspect and receive a copy of such records.

C. Obligations of Grantees and Sub-Grantees

All bidders are hereby notified that the grant to be awarded is subject to contract compliance requirements as set forth in the C.G.S. Section 4a-60 and 4a-60a and Sections 4a-68j-I et seq. of the Regulations of Connecticut State Agencies. Furthermore, the grantee must submit periodic reports of its employment and sub-contracting practices in such form, in such manner and in such time as may be prescribed by the Commission on Human Rights and Opportunities.

D. State Monitoring and Evaluation

The CSDE or its designee, may conduct site visits to grantees and sub-grantees funded under this grant program to monitor a community's progress and compliance with the intent of the legislative act and in accordance with the RFP.

E. Management and Control of the Program and Grant Consultation Role Of The State

The grantee should have complete management control of this grant. While state agency staff may be consulted for their expertise, they will not be directly responsible for the selection of sub-grantees or vendors, nor will they be directly involved in the expenditure and payment of funds obligated by the grantee.

F. Reporting Requirements

Within 60 days after the close of the fiscal year, each grantee must file a financial statement of expenditures with the CSDE on such forms as the CSDE may require.

The applicant must submit a complete data report, including individual programs reports and a municipality report to the CSDE by the required date each month.

The applicant awarded a grant must also submit a final project report using the assessment measure adopted by the CSDE. Applicants should identify the outcomes achieved over the course of each funding year and the progress towards achievement of an applicant's outcomes. The final report at the end of the year should include a summary of all data and information collected from an evaluation of the community's School Readiness program.

G. Annie E. Casey Foundation

Applicants that are part of a collaborative effort funded in whole or in part by the Annie E. Casey Foundation must submit documentation that:

1. The collaborative oversight entity has been provided the opportunity to review and comment on the grant application or proposal prior to submission to the Department.
2. The proposal or application submitted provides information detailing the activities, which assure priority access to services to children, youth and families referred by the collaborative oversight entity.
3. The applicant shall designate someone to act as liaison for the referral process.

H. Grant Process

1. Review Of Applications and Grant Awards

The CSDE reserves the right to make a grant award under this program without discussion with the applicants. Therefore, applications should be submitted which present the project in the most favorable light from both technical and cost standpoints. All awards are subject to the availability of funds. Districts awarded funds under this grant program are cautioned not to commit such funds until an official grant award letter is received.

2. Consultative Assistance

Gerri S. Rowell, School Readiness Program Manager, Bureau of Teaching and Learning, will be available at 860-713-6774 to answer questions regarding application procedures or proposal format.

3. Reservations and Restrictions

The CSDE reserves the right not to fund an applicant or grantee if it is determined that the grantee cannot manage the fiscal responsibilities required under this grant.

4. Facsimile (Faxed) Copies

Facsimile (faxed) copies of applications **will not** be accepted. Only applications with the original signatures and timely filed will be accepted.

5. Delivery of Applications

Delivery of the School Readiness Grant Program application is required **by 4:30 p.m. on Friday, May 17, 2013, irrespective of the postmark date and means of transmittal.** Extensions shall not be given. Applications must include one (1) original and one (1) copy.

IMPORTANT NOTE: Applicants must use the enclosed application. This form may be copied onto a word processing program. Modifications will not be accepted. Failure to submit the grant application on time may result in a delayed issuance of the grant award to the eligible applicant. The Mailing/Delivery address is:

**Gerri S. Rowell, Program Manager
Connecticut State Department of Education
165 Capitol Ave, Room 215
Hartford, CT 06106**

**860-713-6774
gerri.rowell@ct.gov**

SCHOOL READINESS GRANT PROGRAM

**Appendix A: Licensing Status Verification Form
School Readiness Grant Program**

Connecticut General Statutes, Section 19a-77(b) provides that a program administered by a public school system is not required to be licensed to operate. In addition, the licensing requirement does not apply to programs administered by private schools that are approved by the State Board of Education and have filed a yearly attendance form with the Connecticut State Department of Education (CSDE). "Administered by" means that a public school system or a CSDE approved private school retains responsibility for the management and oversight of the program and for the program staff and the children served.

If a School Readiness grantee submits to the CSDE sub-grantee applications with sites that are not licensed by the Department of Public Health to provide child day care, the grantee must complete this form for each non-licensed site. One of the following persons must complete and sign this form, as appropriate: the superintendent of schools, charter school director, administrator of a CSDE approved private school or executive director of a Regional Education Service Center (RESC).

Please check the appropriate boxes below with an "X", provide your signature, and indicate whether your board of education, charter school, CSDE approved private school or RESC administers the program.

_____ located at _____.
(Name of Program) (Program Address)

_____ Yes, the board of education, charter school, CSDE approved private school, RESC administers the above named program and therefore retains responsibility for the management and oversight of such program, for the staff employed at the program and the children attending the program. This arrangement is effective from:
(start date): _____ to (end date): _____.

_____ No, the board of education, charter school, CSDE approved private school, RESC does not administer the above named program and does not retain responsibility for the management and oversight of such program, for the staff employed at the program and the children attending the program.

_____, Superintendent of Schools _____
Signature Charter School Director Printed Name
 CSDE Approved Private School Administrator
 RESC Executive Director

for the _____ Board of Education
Name of Grantee Charter School
 CSDE Approved Private School
 RESC

at _____ (____) _____ - _____
City or Town Phone Number

Please submit this form as Appendix A to the School Readiness Grant Program application.

SCHOOL READINESS GRANT PROGRAM

Appendix B: Program Documents

Please indicate below which of your program's existing documents contain information that shows evidence your program meets the School Readiness Program Component requirements. Your parent handbook must be submitted to CSDE clearly indicating the page numbers that address the information marked by an asterisk (*) in the checklist below. Items not marked with an asterisk (*) may be identified in other documents. **DO NOT SUBMIT OTHER DOCUMENTS**; just check the appropriate box indicating you have documents on site that meet the non-asterisk quality components. If there are parts of a section that are not checked off as being met through any existing program document, provide a written statement addressing how the program plans to meet this requirement.

* Parent Handbook Pg. #	NAEYC (type of document)	Head Start (type of document)	Other Source	General Information
				*GI1. Services provided (including age range of children).
				*GI2. Hours of operation (hours per day, days per week, months per year).
				*GI3. Enrollment policy * (including policy for children not yet toilet trained).
				*GI4. Program mission/purpose statement and education philosophy/framework statement.
				*GI5. Open access to parents/guardians.
				*GI6. Parent conferences.
				*GI7. Commitment to serve children with special needs.
				*GI8. Discipline policy.
				GI9. Where/how special education services are provided (i.e. on-site, by whom, off-site, by whom)?

*Parent Handbook Pg. #	NAEYC (type of document)	Head Start (type of document)	Other Source	Program Components
				A. Plan for collaboration with other community programs and services
				A1. Process to identify and refer families to programs and services.
				A2. Coordination of resources to eliminate duplication.
				A3. Unique resources particular to your community.
				A4. Public school efforts to provide information, training and technical assistance to the SR staff in supporting children in school readiness.
				A4. Other:

*Parent Handbook Pg. #	NAEYC (type of document)	Head Start (type of document)	Other Source	B. Parent involvement, parenting education and outreach
				*B1. Parent advisory council (including decision-making policy).
				*B2. Home and school partnership initiatives.
				*B3. Opportunities for parenting education and other support activities.
				B4. Other:

*Parent Handbook Pg. #	NAEYC (type of document)	Head Start (type of document)	Other Source	C. Referrals for health services, including referrals for appropriate immunizations and screenings.
				C1. Use of the ED 191 form for health records.
				C2. Child health files include health screens pursuant to <i>Early and Periodic Screening, Diagnosis and Treatment (EPSDT)</i> .
				C3. Tracking system for health record expiration and accuracy.
				*C4. Providing vision, hearing, and dental screenings either on-site or in collaboration with another agency.
				*C5. Processes to assist families to secure medical insurance, a medical home, on-going well-child care, immunizations, and health, dental and nutritional screenings.
				C6. Other:

*Parent Handbook Pg. #	NAEYC (type of document)	Head Start (type of document)	Other Source	D. Nutrition Services
				D1. Identification and documentation of children's nutritional needs.
				*D2. Participation in the <i>Child and Adult Care Food Program (CACFP)</i> and the <i>National School Lunch Program (NSLP)</i> .
				*D3. If your program does not participate in CACFP or NSLP, how does it ensure that the meals and snacks served meet the CACFP requirements?
				D4. Nutrition services, including nutrition education, provided by the program.
				D5. Other:

*Parent Handbook Pg. #	NAEYC (type of document)	Head Start (type of document)	Other Source	E. Family Literacy
				E1. Process for the identification of families' literacy education/training needs and assistance with access to literacy program.
				*E2. Assistance to families in accessing adult education programs, job training, and public library services.
				*E3. Activities to support families in interactive literacy activities. (Attach a list of sample activities)
				E4. Other:

*Parent Handbook Pg. #	NAEYC (type of document)	Head Start (type of document)	Other Source	F. Admission Policies
				*F1. Promote the enrollment of children from diverse racial, ethnic and economic backgrounds.
				*F2. Include non-discrimination statement and confidentiality statement.
				*F3. Access to all 3-and 4-year old children.
				F4. Other:

*Parent Handbook Pg. #	NAEYC (type of document)	Head Start (type of document)	Other Source	G. Transition Plan
				*G1. Collaboration between the school readiness staff and the kindergarten staff.
				*G2. Orientation activities for children and families that prepare them for transition to kindergarten. (Attach a list of activities)
				*G3. Supports provided to families in transitioning their child to kindergarten.
				*G4. Records transferred to kindergarten.
				G5. Other:

*Parent Handbook Pg. #	NAEYC (type of document)	Head Start (type of document)	Other Source	H. Professional development plan and experiences (Professional development is considered to be an experience of sufficient duration (at least 2 hours) provided by a person with expertise, knowledge, and training in the subject matter)
				H1. Each staff member has a written professional development plan that outlines professional goals toward increasing their knowledge and expertise in early childhood practice.
				H2. Each staff member participates in early-literacy skill development training, and cultural and linguistic diversity training for early childhood classrooms within their first year of employment.
				H3. Each staff member engages in professional development experiences each year that increases their awareness, knowledge, and practice of recognition and response to children’s needs. (i.e., planning, observing, adaptive strategies, use of screening and assessment, special education strategies).
				H4. Each year all staff members choose at least two early childhood-related professional development experiences that will advance their practice.
				*H5. Statements regarding the impact of professional development on program quality.
				H6. Other:

*Parent Handbook Pg. #	NAEYC (type of document)	Head Start (type of document)	Other Source	I. Sliding Fee Scale
				*I1. Use of the current DSS School Readiness sliding fee scale.
				*I2. Assisting families with access to the Child Care Assistance Program (Care-4-Kids). Care-4-Kids application is voluntary for School Readiness enrollment.
				*I3. Procedures for fee determination and re-determination.
				*I4. Fee calculation is reviewed with parent, includes parent signature and parent receives a copy of the fee calculation form.
				I5. Other:

*Parent Handbook Pg. #	NAEYC (type of document)	Head Start (type of document)	Other Source	J. Evaluation of the effectiveness of program
				*J1. The <i>Connecticut Preschool Curriculum and Assessment Frameworks</i> (PCF/PAF) are used as the basis for planning learning experiences, observing and documenting child progress, and implementing teaching strategies. All curriculum used must align with the standards and benchmarks outlined in the PCF/PAF.
				*J2. Staff, parents, and others collect information on quality from many sources, and engage in a reflective process to assess the effectiveness of the program as measured by accreditation/approval entities, CSDE evaluation measures, and program measures.
				J3. How does the program document the efforts described in J1 and J2, monitor progress, and report to families and the School Readiness Council?
				J4. Other:

SCHOOL READINESS GRANT PROGRAM

Appendix C: Learning Experience Plan Guidance

The intent of this document is to recognize the important work teaching staff carries out on behalf of young children and families and to facilitate continuing efforts toward documenting this work. The State Department of Education (CSDE) recognizes that the majority of staff time is spent engaged with children in rich and meaningful learning experiences. Second, the CSDE also recognizes that to create such thoughtful experiences there must be time provided for staff to build comprehensive learning plans that address the needs of all children. Therefore, over the next three years, the CSDE expects program administrators and staff to incorporate daily planning time into the program schedule so that they may fulfill the planning documentation expectations for School Readiness funded programs.

It has always been a requirement that the early learning standards outlined in the Connecticut Preschool Curriculum (CT PCF) and Assessment Framework (CT PAF) documents are the basis for School Readiness curriculum implementation and assessment design. **Therefore, it is required that all programs receiving School Readiness funds use the CT PCF and CT PAF as the foundational documents to plan learning experiences and monitor children's growth.** The CT Frameworks are not a curriculum; they are documents that outline Connecticut's preschool learning standards and outcomes. Programs may either purchase or design a curriculum and assessment that aligns with the CT PCF and CT PAF; however, there must be evidence in the planning documents and classroom implementation that the CT preschool standards are intentionally planned, implemented, observed, and assessed.

Planning can be documented in many ways that look different from one program to another. The process for planning rich, relevant, and engaging experiences begins with the ability of teaching staff to intentionally reflect upon what they know about children, the contexts in which children live and learn, and what teaching strategies will be most appropriate and effective in helping children maintain a path of growth toward the desired learning outcomes.

The following guidance will assist teaching staff to document their planned experiences for children. Technical assistance is available through your local Regional Education Service Center (RESC), independent coaches and consultants, or by contacting the State Department of Education School Readiness Program Manager associated with your grant. Documents that may be of assistance are located at the Connecticut State Department of Education's website found at:

<http://www.sde.ct.gov/sde/cwp/view.asp?a=2678&Q=320780>

The following are links to individual documents within the collection noted above:

http://www.sde.ct.gov/sde/lib/sde/PDF/DEPS/Early/early_childhood_guide.pdf (Early Childhood Program Guide)

http://www.sde.ct.gov/sde/lib/sde/PDF/DEPS/Early/Preschool_framework.pdf (CT Preschool Curriculum Framework)

http://www.sde.ct.gov/sde/lib/sde/PDF/DEPS/Early/Preschool_Assessment_Framework.pdf (CT Preschool Assessment Framework)

<http://www.sde.ct.gov/sde/lib/sde/pdf/deps/early/flipchart.pdf> (CT Assessment Flip Chart)

http://www.sde.ct.gov/sde/lib/sde/PDF/DEPS/Early/ec_srbi_pamphlet.pdf (Early Childhood Guide to SRBI)

<http://www.sde.ct.gov/sde/lib/sde/PDF/DEPS/early/TW.pdf> (Training Wheels information and RESC contacts)

The following guidance is offered to support programs in documenting learning experiences. Plans submitted to CSDE in the School Readiness Grant Request for Proposal (RFP) should show continuous progress over the next three years with the inclusion of the elements outlined in this guidance document.

Learning Experience Plan: The term ‘Learning Experience Plan’ will take the place of the previous ‘lesson plan’ terminology when referring to School Readiness lesson planning. A Learning Experience Plan describes both the learning expectations for children as well as the teaching strategies that support all children across varying levels of development and the setting in which the experiences are planned to occur.

Developing a Learning Experience Plan: This process will assist teachers in making stronger connections between learning expectations, adult actions to support learning for every child, observation and assessment, and the settings in which learning occurs. Many programs currently engage in a highly reflective and creative planning process. For those programs, a simple review of existing planning documents may be all that is necessary to satisfy the RFP requirement. For some programs, a more in-depth look at planning processes and formats may be needed along with revisions. While the format is important, the first step is for staff to be asking themselves reflective questions such as:

- What data do we have to help us decide on which standards to choose for planning?
 - Examples include documented observations of teaching staff, parents, and others, work samples from children, child interests, Child and Class Profiles of the CT PAF.
- Which benchmarks should be targeted for instruction based on the assessment information we have gathered? (for the group as a whole; for small group; for individual children)?
- How are the experiences we are planning developmentally appropriate and actively engaging the children in demonstrating their skills, knowledge and dispositions in each standard we chose? How are these experiences linked to child interests?
- Which teaching strategies will we use to differentiate the experience for children moving from benchmark to benchmark within the selected standards?
- How will we observe and document children’s progress in each standard we chose?
- What modifications will we make or implement related to our findings from our assessments?
- What are the cultural considerations we should be aware of as we plan for each learning experience? How are we supporting children’s primary language and English language learning?

The CSDE recognizes that programs may have limited planning time. Optimally, program administrators should provide at least one hour a day for teaching staff to engage in the planning process. Programs are in different stages in their planning documentation. To allow for growth over time, within the next three years, the CSDE expects to see progress in documenting the elements of Learning Experience Plans listed below:

- A set of plans includes a combination of documents that indicate:
 - a daily schedule with estimated time allotments;
 - description of learning centers available in the classroom;
 - child interests;
 - learning standards and specific benchmarks;
 - experiences connected to standards and benchmarks;
 - approaches to instruction (e.g., facilitated play, small group, large group, individual);
 - an early literacy plan, including consideration of dual language learners
 - evidence of strategies for individualization/differentiation;
 - evidence of promoting higher order thinking (Bloom’s Taxonomy);
 - a plan for assessment processes;
 - family engagement; and
 - staff reflections that have informed the plan

Further guidance to support Learning Experience Plan development:

(Includes an example using one Performance Standard)

- The CT Preschool Assessment Framework: The priority standards outlined in this document are the basis for planning as well as the CT PCF as a companion document. The CT PAF guide outlines the recommendations for the number of standards planned weekly. Planning for three standards weekly is recommended. Other experiences should be planned as well but need not be related to a standard. While your entire plan will be submitted, highlight the selected standards that are a focus of your instruction by paraphrasing or writing out the learning standard.
 - Example: COG 4: Recognizes and makes patterns

- Briefly describe the planned experiences that are directly connected to the benchmarks associated with the standard(s) selected. These experiences must relate to the benchmarks associated with the standards selected, be appropriate, and provide detail. Other experiences in your plan should also be well thought out and descriptive, but are not necessarily the focus of your overall standards plan by which you will be collecting observations documentation or work samples.
 - Example:

Rationale for selection of experiences; Based on observations of children, seven children are working to repeat simple patterns, six children on creating and describing simple patterns and three on creating and describing complex patterns.

Small group: Use attribute blocks with pattern cards with children that are working on repeating simple patterns. Child selects pattern card and recreates simple pattern, teacher facilitates child’s review of pattern.

Writing area: Use dot painters with different colors on paper strips to create patterns. Children will describe their pattern to each other.

Music: Use rhythm sticks to make patterns (fast, slow, slow, fast, slow, slow). Children will describe the patterns they hear.

- Highlight the experiences in the weekly plans that are connected to standards. Weekly plans include many activities; the following example only shows the planned experiences that are connected to standards.
 - Example: (based on a half-day schedule)

	Monday	Tuesday	Wednesday	Thursday	Friday
Breakfast And arrival 8:30-9:00	Review daily schedule; choose learning center	Review daily schedule choose learning center	Review daily schedule choose learning center	Review daily schedule choose learning center	Review daily schedule choose learning center
Learning Centers (Available all week) 9:00-10:00	Math -Large beads and laces for stringing – different colors and shapes to copy or create patterns ; Parquetry blocks	Writing – Dot painters and strips – create pattern	Listening Center – <i>Lots and Lots of Zebra Stripes</i> – CD with read along in English and Spanish	Blocks: Take photos of children’s structures and have them describe the construction and pattern made	Art: Watercolors with different size brushes

Small Groups (this rotation is hard to capture) 10-10:30	Patterning cards with attribute cards Read <i>A Pair of Socks</i>	Make fruit kabobs using pattern Read <i>Pattern</i>	With partner, decide on a construction using foam blocks. Build it and then draw it.	Read <i>Pattern Fish</i> Using stamps and stamp pads of different colors have create his/her own fish	In journals, ask children to respond to: What is a pattern? Have them illustrate their answer.
Outdoors/ Gross Motor 10:30-11:15	Rhythm Sticks for children to make patterns – loud, soft, loud, soft	Rhythm Sticks for children to make patterns – loud, soft, loud, soft	Rhythm Sticks for children to make patterns – loud, soft, loud, soft	Make ‘sound’ patterns using hands and/or feet	Rhythm Sticks for children to make patterns – loud, soft, loud, soft
Whole group – Shared reading 11:15-11:35	Q: Are you wearing a pair of socks? Read a <i>Pair of Socks</i>	<i>All About Patterns</i> Q: Can you see a pattern in the room? Find patterns in room	<i>All About Patterns</i> Q: What kind of pattern can you invent?	<i>Lots and Lots of Zebra Stripes</i> Q: Why do animals have patterns?	Q: What do you know about patterns? Review experiences of week – reinforce vocabulary
Dismissal 11:35-11:45	Make a pattern, sneakers, shoes, sneakers, shoes to get ready to go home	Make a pattern, boy, boy, girl to get ready to go home	Ask children what pattern could be used – implement idea?	Ask children what pattern could be used – implement idea?	Ask children to share one favorite thing they did in school this week. Chart responses.

- Teaching strategies are planned to meet the diverse needs of all children. Provide evidence of teaching strategies planned for one experience for each of the three standards chosen as a focus based on the CT PAF performance standards and benchmarks. Individual children’s initials could be listed within each benchmark area.
 - Example:

Performance Standard
COG 4: Recognizes and makes patterns
Learning Experience
Lace beads of different colors and shapes. Pattern cards available.

<i>Teaching Strategy Benchmark 1</i>	<i>Teaching Strategy Benchmark 2</i>	<i>Teaching Strategy Benchmark 3</i>	<i>Teaching Strategy Benchmark 4</i>
<p>Notices similarities and differences in items in a series</p> <p>No children currently at this benchmark</p>	<p>Repeats simple pattern</p> <p>Provide child a card with simple AB pattern. Ask child to find beads that match the pattern and to place the beads on top of the pictured beads on the card. Review pattern using names of colors or shapes</p> <p>AC, TF, SJ, RD, WJ, ME, EQ</p>	<p>Creates <u>and describes</u> simple patterns</p> <p>Provide beads with two different colors and two different shapes. Ask child to make a simple AB pattern with the lace beads. After the work is completed, ask child to explain the pattern. "I used orange and green."</p> <p>DD, PL, IW, CF, JW, SR,</p>	<p>Creates <u>and describes</u> complex patterns</p> <p>Provide beads with four different colors with the same shape. Ask child to tell you what a complex pattern is. Ask child to think about what type of pattern she wants to make. After child makes pattern ask child to describe pattern.</p> <p>TR, JS, CA,</p>

- Addressing higher order thinking using Bloom’s Taxonomy should be evident. This could be done by highlighting questions used across the plan that facilitate the stages of Bloom’s. These considerations should be across all experiences, not just those that are directly intended to address specific learning standards.
 - Example:
 - Remembering/Recall: What happened first...?
 - Understanding: Can you explain what happened to...?
 - Applying: How can you change this building so that more will fit?
 - Analyzing: If...happened, what might the ending have been?
 - Evaluating: How have the plants changed since...?
 - Creating: What do you need so you can act out the story of ...?

http://www.odu.edu/educ/roverbau/Bloom/blooms_taxonomy.htm (a link to information on Bloom’s Taxonomy)

- Evidence of early literacy experiences should be identified in the plan (e.g., listening, speaking, reading and writing).

School Readiness identifies early literacy as an essential component of the grant program. Below is a general listing of early literacy concepts that should be addressed throughout the year. It is expected that some elements are evident in weekly plans.

- Oral language development (expressive and receptive)
 - Vocabulary skill building for all children, including dual language learners
 - Examples:
 - Nouns: pattern, AB pattern, attribute, design, model
 - Verbs: create, repeat, describe, extend, replicate
 - Descriptors: simple, complex, different, consistent, repeating, before, after, next
- Alphabetic code
 - Alphabet knowledge
 - Phonological awareness
 - Emergent writing

- Print knowledge
 - Environmental print
 - Concepts of print
- Opportunities for varied reading experiences
 - fiction, non-fiction, etc. story opportunities
 - shared reading
 - dialogic reading

Books for literacy center and shared reading:

Example: *A Pair of Socks – All About Patterns – Lots and Lots of Zebra Stripes- Pattern – Pattern Fish*

- Support for dual language learners
 - Use of children’s primary language
Examples:
Nouns: el patròn, el diseño, el modelo
Verbs: crear, repetir, describer, alternar, extender, copier,
Descriptors: simple, complicado, diferente, consecuente, repitiendo, antes de, después de, proximó, igual
 - Strategies to support English Language learners
Example: During shared reading, read All About Patterns and A Pair of Socks in Spanish
Strategy: Emphasize vocabulary with voice as well as placing vocabulary words of focus at the beginning or end of each sentence.

- A plan for assessment includes documentation of:

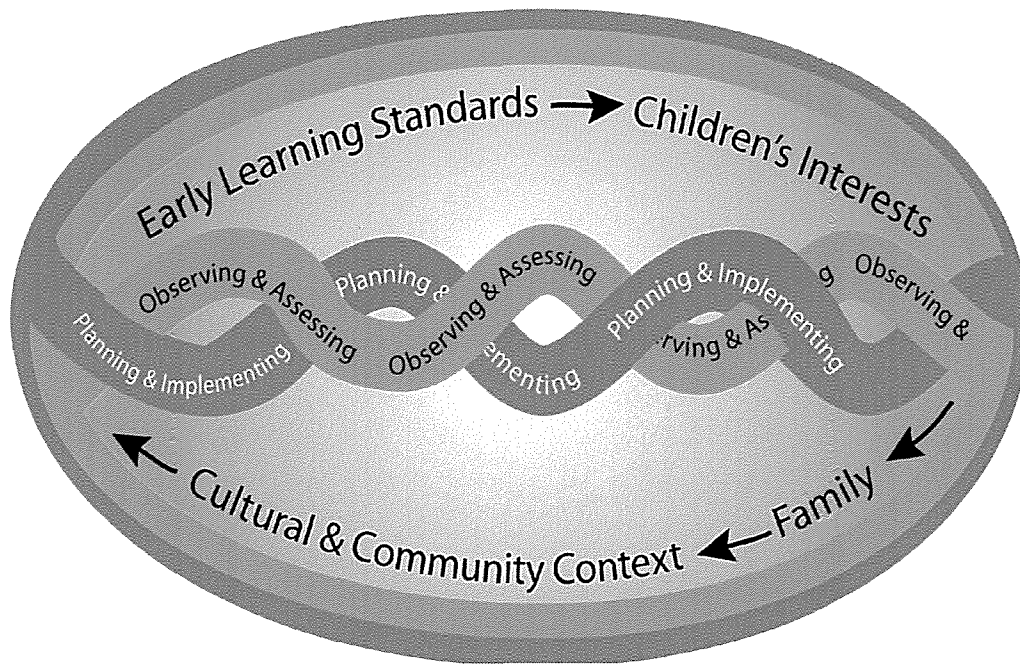
- Observation plans (how and where you expect to observe children’s behaviors associated with your standards and benchmarks).
 - Example:
Observations during music rhythm sticks listening for child’s musical pattern and description of patterns.
Collect work from Dot Painter experience: Children’s description of their patterns will be scripted.
- Timing of analysis of data (when and how will you analyze your data)
 - Example:
Organize all observations and work samples for COG 4 on Thursday, compare current data with child profiles on Friday to determine benchmarks for next week’s planning.

- Documentation of family engagement is included in your plan.

- Example:
 - Peek at the Week includes an explanation of what patterning is. Activity sheet will provide families with ideas for doing patterns at home.
 - Mrs. Q is coming on Monday morning to read at small group and do patterning activity.
 - Parent –teacher conferences on Tuesday and Wednesday

The overall goal is for teaching staff to engage in an ongoing cycle of intentional teaching that supports a path of growth over time toward learning outcomes for children based on state early learning standards. As depicted in the graphic below, the process of planning, implementing, observing and assessing is braided through the context of early

learning standards, child interests, cultural and community context, and family. The use of early learning standards is balanced with child interests and in the contexts in which children live and learn. A key factor in outcomes that lead to children's future success is the ability of teaching staff, with support from their administrators and others, to engage in intentional practice in the use of early learning standards to plan, implement, observe and assess children's progress.



A Birth-to-Age Eight Community Partnership

CONTINUATION OF THE DISCOVERY INITIATIVE

Application for

Option 1

Year 3: July 1, 2012 – June 30, 2013

- Year 4: July 1, 2013 – June 30, 2014 -

SUPPORTED BY:

THE WILLIAM CASPAR GRAUSTEIN MEMORIAL FUND

IN PARTNERSHIP WITH:

THE STATE DEPARTMENT OF EDUCATION
THE CHILDREN'S FUND OF CONNECTICUT
THE ANNIE E. CASEY FOUNDATION

Applications Due: April 30, 2013

Published: March 11, 2013

I. BACKGROUND

PURPOSE OF COMMUNITY GRANT

The State Department of Education (SDE), and the Children's Fund of Connecticut (CFC) and the Annie E. Casey Foundation (AECF) are partnering with the William Caspar Graustein Memorial Fund to advance the Discovery Birth-to-Age Eight Initiative by aligning their funding for community grants. This investment is an opportunity for communities to continue to build and strengthen their *local capacity* to develop, enhance and implement a community-wide plan; a plan for creating a system of services and supports that is accessible to and supportive of young children and their families, has measurable results and is jointly owned by communities and statewide public and private partners. A key premise of the community partnership is that a broad and inclusive community decision-making approach that engages parents, service providers, community leaders and residents is a prerequisite for creating an effective system of services and supports.

A comprehensive community plan focuses on all children birth to age eight and all the service systems that support healthy child development and early school success. The community plan is a road map for assessing and changing institutional policies and practices and provides community-wide accountability for results. It addresses the multiple domains of an early care and education system including: early care, (including infants and toddlers); social, emotional, behavioral and physical health; education (grades K-3) and family support. The plan is a living document that is continually updated in response to changing community conditions and progress toward the results communities seek to achieve.

THE DISCOVERY BIRTH-TO-EIGHT INITIATIVE

The William Caspar Graustein Memorial Fund's Discovery Initiative aims to engage with all partners in Connecticut and nationally to continue to improve the lives of young children and to achieve the following result:

Connecticut children of all races and income levels are ready for school by age five and are successful learners by age nine.

To achieve this result, families need equal access to quality services for all children. The Memorial Fund will continue to lead and support community change and policy reform efforts that establish an early childhood education system in Connecticut, including both state and local levels, with communities as full partners from creating the vision through implementation.

THE FUNDING PARTNERSHIP

The funding partners, the State Department of Education and the Children's Fund of Connecticut, have agreed to match to the Memorial Fund's investment, and to a collaborative application and award process that builds on the work of the Discovery Initiative and the state local capacity building partnership. For the period July 1, 2013 to June 30, 2014, the funding available to support local decision-making is projected to be a total of \$1.8 million (Memorial Fund - \$1.1 million; SDE - \$600,000; CFC - \$100,000), plus \$300,000 for early literacy from the Memorial Fund, SDE and the AECF. The final FY2014 budget approved will confirm SDE funding amounts for this effort. The partnership grant awards approved per community will be the sum of the individual allocations of each of the funding partners, in accordance with a collective funding agreement to be reflected in the Memorandum of Agreement (MOA) with the community and the Collaborative Sponsor.

These funds are not guaranteed beyond June 30, 2014 and will be contingent on the availability of private and state funds. The Discovery community partnership options will continue to serve as the platform for the partnership grants to build local capacity with a focus on one of the following categories:

- Option 1: Implementation and continued refinement of an existing community plan
- Option 2a: Enhancement of existing planning/implementation efforts
- Option 2b: Development of a new community plan

II. OPTION 1 APPLICATION FOCUS

The intent of the private and state investment is to inspire and support communities to create a space where all stakeholders who care about young children birth to age 8 can come together across sectors, discuss how children and their families are faring and collectively find solutions to improve outcomes for all their children. These funds are intended to increase community capacity to be responsive to a growing sense of community urgency and to facilitate changes they want to see in terms of policies, practices and community decision-making processes.

Based on our partnership with communities and shared experience over 10 years the Memorial Fund developed a theory of action as to key factors that position a community for success in sustaining community collaboration and decision making. These factors are outlined in the attached Discovery Community Self-Assessment Tool.

The Memorial Fund, the State Department of Education and the Children's Fund of Connecticut agreed that the measures of community success and community decision-making would be the frame for their public-private investment in communities. The last round of grants supported the development, enhancement and implementation of comprehensive community plans for young children birth to age eight. These plans are seen as blueprints that will continue to rally the community around a results-driven agenda to leverage collective accountability and stimulate a sustainable infrastructure.

The 2012-2014 application invites communities to continue to reflect on their progress and to plan for the long-term sustainability of their collaborative community decision-making process. The notion of sustainability is particularly critical since the Memorial Fund's current five-year commitment to the Discovery initiative ends in 2014. The 2012-2014 application is designed as a springboard for mobilizing the local political will necessary to sustain the community work and results when outside philanthropic resources may no longer be available.

There are six (6) major sections of the 2012-2014 application:

1. **Section A: Contacts and Assurances** - Communities are asked to complete the Application Assurances Signature Sheet and if changed the Primary Contact Sheet and Collaborative Sponsor Agreement.
2. **Section B: Core Funding Requirements** – Communities are asked to provide evidence that they meet the core-funding requirements for the option for which they are applying.
3. **Section C: Community Self-Assessment Tool**– Given the results of the Community Self-Assessment Tool process, communities are asked to reflect on where they want to be on the continuum and continue to implement the plan developed for this two-year grant period.
4. **Section D: Sustainability** – Communities are asked to think about the future and update how they will sustain their community-owned agenda for young children. This section will not be considered in making funding decisions. The funding partners simply want to understand how communities are thinking about sustainability.
5. **Section E: 2012-2014 Budget and Narrative**
6. **Section F: Early Literacy Partnership Addendum (Early Literacy Grantees only)**

III. GUIDING FRAMEWORKS AND TOOLS

The guiding frameworks and tools for the partnership build on the Discovery Initiative and will include: Community Decision Making (CDM), Results Based Accountability (RBA), the Discovery Community Self-Assessment Tool and the Framework for Child Health Services.

Community Decision Making (CDM) presents research-based lessons on what a community needs to do to achieve results for young children through a process that engages the people most affected by the decisions. A community decision-making process uses data, as well as the perspectives of parents, to understand the conditions of young children in order to develop community-owned strategies for improvement. Data-driven decision making leads to changes at both the systems and program levels. The process of creating a community plan for young children is as important as the actual plan. Community plans are most relevant when the impetus for the plan is locally driven, broadly supported and ownership for implementation and accountability is vested with multiple sectors and constituent groups. The six CDM learning guides (developed by the Center for the Study of Social Policy) will continue to be an important reference resource for communities.

Results Based Accountability (RBA) is an effective tool for organizing and implementing a data-driven comprehensive community planning process and is a core element used by the Connecticut legislature and required of state agencies for their planning efforts, especially around early childhood. RBA starts with the end results in mind, uses indicators to report on how well the community is doing and ensures that the community-wide strategies directly address the causes or forces that are currently contributing to poor outcomes. RBA provides a framework to measure both program and system performance.

Community Self-Assessment Tool is based on the experience of Discovery and was put into practice in 2009. Communities use the tool to measure their progress toward strengthening their local early childhood collaborative structure and community decision-making process.

A Framework for Child Health Services, developed by the Child Health and Development Institute, articulates the full continuum of child health services within the broader early childhood system to ensure optimal child development and school readiness and is accompanied by a Tool Kit that provides a guide for communities for implementing the major recommendations outlined in the Framework.

IV. OVERALL USE OF FUNDS

The focus of the partnership funding is to enhance and sustain a local decision-making infrastructure. By local decision-making infrastructure we mean the staff, consultants and other related supports such as data collection and tracking systems, needed to sustain a community collaborative that is accountable for the development, implementation and results of your community plan. Partnership funds can be used to support strategy implementation **only if** the support for a local collaborative decision-making infrastructure is funded by other resources.

Grant Period

Grantees will be selected to receive funds for the one-year period of July 1, 2013 to June 30, 2014.

V. DISCOVERY FUNDING OPTIONS AND ELIGIBILITY CRITERIA (ADJUSTED FOR YEAR 2013-14)

Eligible applicants are communities that previously received a Discovery grant from the Memorial Fund. Communities may submit applications for one of the Options described in the eligibility chart below.

Funding Options	Eligibility Criteria
<p>Option 1 <u>Renewal</u>* Current Option 1 communities that have been designated Option 1 since 2010 Partnership Grants for up to \$40,000</p>	<p>Community collaborative has a comprehensive birth-to-age-8 community plan that integrates all aspects of healthy development, and fully addresses and connects the first four plan elements (described on the next page), including the population result, indicators, story behind the baseline, and strategies; and has a written proposal and timetable for the development of the remaining plan elements.</p> <p>An early childhood collaborative structure with a formal link to the School Readiness Council to ensure inclusive decision-making.</p> <p>Match Required: \$35,000</p>
<p>Option 1 <u>New</u>* Option 1 communities designated Option 1 in July 2012 - or - Current Option 2a Partnership Grants for up to \$50,000</p>	<p>Community collaborative has a comprehensive birth-to-age-8 community plan that integrates all aspects of healthy development, and fully addresses and connects the first four plan elements (described on the next page), including the population result, indicators, story behind the baseline, and strategies; and has a written proposal and timetable for the development of the remaining plan elements.</p> <p>An early childhood collaborative structure with a formal link to the School Readiness Council to ensure inclusive decision-making.</p> <p>Match Required: Communities will receive a base grant of \$25,000, plus up to \$25,000 in \$1 for \$1 matching funds for qualifying local match** (e.g. If a community raises \$1,000, we will match \$1,000, if more is raised we will match that amount up to \$25,000.)</p>
<p>Option 2a* Option 2a Communities Partnership Grants for up to \$25,000</p>	<p>Category I: Community collaborative is working to develop a comprehensive birth-to-age-8 community plan that will integrate all aspects of healthy development, and will fully address and connect the first four plan elements (described on the next page), including the population result, indicators, story behind the data, and strategies; and is working on a proposal and timetable for the development of the remaining plan elements.</p> <p>Category II: Community collaborative is implementing strategies that are directly impacting young children through a collaborative process but is not fully engaged or invested in the development of a comprehensive, broadly-owned, birth-to-age-8 community plan with all the specified plan elements (described on the next page).</p> <p>Match Required for Option 2a communities designated prior to July 2012: \$10,000 No Match is Required for Option 2a communities designated in July 2012.</p>
<p>Option 2b* Current Option 2b Communities Partnership Grants for up to \$25,000</p>	<p>An early childhood collaborative that is structured to ensure inclusive decision making and a commitment to develop a comprehensive birth-to-age-8 community plan that addresses all the specified plan elements and fully integrates all aspects of healthy development.</p> <p>No Match is Required for Option 2b communities.</p>

* See current community designations on the following page.

****Qualifying Local Match:** new cash or redeployed resources to enhance and sustain a local decision-making infrastructure. By local decision-making infrastructure we mean the staff, consultants and other related supports such as data collection and tracking systems needed to sustain a community collaborative that is accountable for the development, implementation and results of the community plan.

Option 1 Renewal				
Bridgeport	Danbury	Meriden	New Haven	Torrington
Bristol	East Hartford	Middletown	Norwalk	Waterbury
Colchester	Mansfield	New Britain		
Option 1 New				
Ansonia	Derby	Killingly, Plainfield,	Naugatuck	Vernon
Branford	Enfield	Putnam	Plymouth	Wethersfield
Coventry	Hamden	Manchester		
Option 2a Renewal (Communities designated prior to July 2012)				
Norwich	Stamford	Windsor		
Option 2a New (Communities designated effective July 2012)				
Bloomfield	Griswold	New London	Wallingford	Winchester
Chaplin	Groton	Stafford	West Hartford	
Option 2b				
Southington				

ELEMENTS OF A COMPREHENSIVE COMMUNITY PLAN

The core elements of a comprehensive community plan combine CDM and RBA components. Attention to these elements is important whether your plan is being developed, enhanced or implemented.

1. **Population Result:** A population result reflects conditions of well being for children birth to age eight in terms that residents and families can understand. The population result is not about programs or agencies and may include several domains such as health, ready for school, succeeding in school, and strong families. A population result is about the quality of life the community desires for all of its children.
2. **Indicators:** Indicators are measures that help quantify the achievement of a population result. They answer the question "How would we recognize these results in measurable terms if we fell over them?" So, for example, the rate of low-birth weight babies helps quantify whether we're getting healthy births. Third grade reading scores help quantify whether children are succeeding in school today, and may reflect how ready they were for Kindergarten and how well the school system is contributing toward their learning.
3. **Story Behind the Baseline:** An analysis of quantitative local and state data and qualitative data (e.g., parent surveys, focus groups, local needs assessments) to create a baseline for the selected indicators. It identifies the causes or contributors to the current condition of children birth to age eight in your community and draws the story from a variety of sources, including parent perception as well as data gathered by early care, health and social service providers, the school district, municipal government, hospitals, physicians and other local or regional organizations, institutions or entities.
4. **Strategies:** Strategies are a coherent, targeted, set of actions that have a reasonable chance of improving results by turning the curve on one or more key indicators. Strategies are made up of the best thinking about what works, and include the contributions of many partners. No single action by any one agency can create the improved population results. Programs are not themselves strategies; they are specific ways of implementing strategies. For example, a strategy of family support may engage the program Nurturing Families Network program, which targets new parents at risk of abusing or neglecting their newborn child.
5. **Performance Measures and Data Systems:** Performance measures can tell how well public and private programs and agencies are working and if clients or customers of the service are better off. Performance measures are the means by which a community collaborative holds its partners, systems, and organizations collectively accountable for progress and results. There should be measures in each domain, including health, family support and early care and education.
6. **Financing:** A transparent financing plan promotes collective accountability for results among community partners and institutions, and projects the full cost of implementing the community plan over time. The financing strategy aligns existing state and local resources to the plan strategies, identifies funds for potential reallocation, and specifies the level of new investments needed to "turn the curve" on the indicators.

VI. SUBMISSION REQUIREMENTS

Applications must be **received** no later than **5:00 p.m. on April 30, 2013**. Applicants must submit one (1) signed original of the application, four (4) full copies and an electronic version of the application packet and all required attachments to the Memorial Fund.

IMPORTANT: For your application packet, please submit only those items and corresponding attachments listed on the following page VII-Application Components. Please use section VII as the first page and as a checklist for your application packet to ensure your submission is complete and includes all the relevant attachments.

<p style="text-align: center;">Community Partnership Application Mail & Delivery Information</p>
<p style="text-align: center;">Carmen Siberon The William Caspar Graustein Memorial Fund 2319 Whitney Avenue Hamden, CT 06518 csiberon@wecmf.org</p>

Review and Selection Process

A team consisting of representatives from the Memorial Fund, the State Department of Education, and the Children's Fund of Connecticut will review applications. The funding partners reserve the right to make grant awards under this program without discussion with the applicants; therefore, proposals should represent the applicant's best effort to ensure a quality proposal.

The application review team reserves the right to determine if an application meets the selected option eligibility criteria. If the application review team does not select a community for its chosen option, applicants will be invited to consider another Option.

The application review team expects to notify applicants of decisions within a week following the Memorial Fund's Trustee meeting scheduled for July 2, 2013. All awards are subject to the availability of funds. Continued funding is contingent on budgetary appropriations and performance of the grantee. Grants are not final until the award letters are issued. Award letters will specify the level of funding.

VII. APPLICATION COMPONENTS

Community Name _____

Please use list below and check off all the documents you are submitting with this application.

SECTION A: CONTACTS AND ASSURANCES

Please submit the following document:

_____ 1. 2013-2014 Application Assurances (**Attachment 1**)

Please submit the following ***only if updated or changed***:

_____ 2. Primary Discovery Contact Sheet (**Attachment 2**)

_____ 3. Collaborative Sponsor Agreement (**Attachment 3**)

SECTION B: CORE APPLICATION REQUIREMENTS

Please submit the following documents:

_____ 1. Letter of commitment for local match funding from funding source(s)

_____ 2. Two (2) hard copies and an electronic copy of your most updated community plan

Please submit the following ***only if updated or changed***:

_____ 1. Organizational chart for the early childhood collaborative

_____ 2. Membership rosters for the early childhood collaborative and all committees (**Attachment 4**)

_____ 3. By-laws or other operating guidelines for the early childhood collaborative and its committees

_____ 4. All collaborative agreements, or Memorandums of Understanding (MOU) that have been executed with key partners that outline their role in the collaborative and strategy implementation

SECTION C: COMMUNITY SELF ASSESSMENT

_____ 1. Community Self-Assessment Tool and submit the Assessment Report Form (**Attachment 5**).

SECTION D: Sustainability

Please provide an ***updated 1-2 page narrative*** that addresses the following questions:

_____ 1. What are the critical elements that your community will need to put in place to sustain its work in the future without funding from the current funding partners?

_____ 2. What specific local and state policies or practices are barriers to sustaining your collaborative structure and implementing your strategies, such as half-day kindergarten, access to data, and state categorical funding streams? What, if any, strategies has the collaborative identified to address these barriers?

SECTION E: BUDGET

_____ 1. Update and submit 2013-2014 Budget Form (**Attachment 6**)

_____ 2. Update and attach a Budget Narrative for the 2012-2014 Budget Form

SECTION F: Early literacy Partnership Grantees ONLY

_____ 1. Submit a 1-2 page narrative describing:

a. Progress on the actions, performance measures and how the data collected by your collaborative has been used this year;

b. The outcome of efforts to leverage resources in support of your early literacy action plan; and

c. Action plan approach and rationale including changes, if any you will be making in 2014.

_____ 2. Update and submit your early literacy action plan for the period July 2013 – June 2014 (Attachment 7)

ATTACHMENT 1: 2013 – 2014 APPLICATION ASSURANCES

On behalf of the community of _____, we the undersigned submit this application for funding from the William Caspar Graustein Memorial Fund and the funding partners. We attest to the appropriateness and accuracy of the information contained herein, and certify that this application, if funded, will comply with all relevant requirements. Any funds received from the funding partners will be used solely to support the purpose, goals and objectives as stated herein. The attached Discovery application is the result of a collaborative and inclusive community planning process. We agree to participate in the evaluation, documentation and specified technical assistance provided through this grant opportunity.

Chief Elected Official Name Signature Date Telephone	Superintendent of Schools Name Signature Date Telephone
Health Partner Name Signature Date Telephone	Parent Leader Name Signature Date Telephone
Early Childhood Collaborative Chair Name Signature Date Telephone Email	
<i>Complete only if a single entity has not yet been established</i>	
Discovery Collaborative Chair Name Signature Date	School Readiness Council Chair Name Signature Date

ATTACHMENT 2: PRIMARY CONTACT SHEET 2013

Name of Discovery Community: _____

Collaborative Sponsor Contact

Organization: _____

Executive Director: _____

Address: _____

City, state, zip: _____

Telephone: _____ Fax: _____ E-mail: _____

Primary Contact

The Primary Contact serves as the local *single point of contact* for communications with the Memorial Fund and the local collaborative. In many cases this individual is the paid or designated staff for the **Early Childhood Collaborative**. In the event that the contact changes, please notify the Memorial Fund so we can have the most current information.

Primary Contact: _____

Organization: _____

Address: _____

City, state, zip: _____

Telephone: _____ Fax: _____ E-mail: _____

ATTACHMENT 3: COLLABORATIVE SPONSOR AGREEMENT

Community: _____

Collaborative Sponsor: _____

Please note: No branch of local, state or federal government can act as collaborative sponsor for the purposes of the Discovery Grant Program.

The Collaborative Sponsor has reviewed and understands the responsibilities and essential qualifications for supporting the community collaborative listed below.

1. RESPONSIBILITIES

- Receive and manage grant resources at the direction of the local collaborative group
- Provide the local collaborative group with the staffing and other support services that are necessary in support of collaborative actions
- Administer the grant award, including conducting a certified audit, either separately or displayed as a distinct program within the organization’s audit of all Memorial Fund funds
- Serve as one of the primary contacts for the Discovery Grant

2. QUALIFICATIONS

- 501(c) 3 status
- Fiscally sound and responsible
- Ability to work with parents, schools and related health and human service providers
- Experience in the engagement and management of comprehensive community based initiatives
- Understands the process and importance of increasing and sustaining community engagement and parental involvement
- Experience being a champion for children, birth to age eight and their families
- Experience in the management of subcontracts for services, multiple interagency agreements and cross agency staff management and redeployment
- Able to account for redeployed and in-kind matching resources to the collaborative

As Collaborative Sponsor, the undersigned agrees to accept the responsibility for supporting the collaborative in their management of the Discovery Birth to Age Eight grant proposal to build capacity and sustain collective community decision making and accountability for the status of young children and families.

Authorized Signatory’s Name: _____

Position: _____

Signature

Date

SUBMIT THE FOLLOWING DOCUMENTATION WITH THIS SIGNED AGREEMENT

- IRS 501(c) 3 Determination Letter
- Current Audit or Financials
- List of Board Members

Attachment 4: Membership Rosters For The Early Childhood Collaborative And All Committees

Make additional copies of this form if needed (see Note 1 below). This form must be completed and submitted as part of your application.

Note 1: For the purposes of this chart, ONLY include program volunteers who participate regularly in collaborative meetings and decision-making. In addition, the term "parent" refers to people involved in the Discovery work primarily in their role as parents, particularly those parents who are not already working on behalf of children in their professional capacity.

Note 2: Parent/Guardian (P) Teacher (T) Early Care Provider (ECP) Health Professional (HP) Board of Ed. Member (BOE)
 Community Resident (CR) Faith Community (FC) Chief Elected Official (EO) City/Town Council (CTC) Social Service Provider (SP)
 Law Enforcement (LE) Higher Education (HE) Corporate Sector (CS) School Administrator (SA) Other (O)
 Small Business (SB) Unions (U) Legislators (LS)

Name	Indicate the stake holder category that best describes the member's primary role (See Note 2)	Town/ City Resident Yes / No	Organization or Group (if any) (If a school, please indicate whether public or private)	Position or Title in Organization or Group	Role in Collaborative Group: Member (M), Committee Member (CM), Committee Chair (CmC), Executive Committee Member (ECM), Collaborative Chair (CC)					Race/ Ethnicity
					M	CM	CmC	ECM	CC	

Attachment 5: Community Self Assessment Report Form.

	<i>Indicator</i>	<i>Column Score</i>	<i>Comments/Helpful Tools</i>
<i>Collaborative</i>	Broad and Inclusive Collaborative		
	Engaged Collaborative Group		
	Strategic Use of Data		
	Governance Structure with Working Committees		
<i>Parent & Leadership Engagement</i>	Parent Leadership & Engagement		
	Support of Mayor/Chief Elected Official (CEO)		
	Support of Superintendent		
	Strong Collaborative Leadership (CHAIR)		
	Engaged Collaborative Agent (CA)		
	Community Champion/ Spokesperson		
<i>Staff Support</i>	Strong and Skilled Facilitator (COORDINATOR)		
	Coordinator time is at least 20 Hours		
<i>Meaningful Local Match</i>	Meaningful Local Match		

ATTACHMENT 6: TWO-YEAR PARTNERSHIP BUDGET: JULY 1, 2013 TO JUNE 30, 2014
(EXCEL VERSION ATTACHED TO EMAIL)

Revenues	Year 2				Total
A. New Partnership Request (Including New GMF, CHDI and SDE Funds)					
B. GMF/CHDI Carry-in (Projected as of June 30, 2013)					
Total Partnership Request (A + B)					
Local Match					
Total Revenue (Total Request+ Local Match)					
Expenses	Year 2				Total
	Partnership Funds	Local Match			
		New	Redeployed	Source	
(100) Collaborative Staff Salaries					
(111A) Administrator/Supervisor					
(112B) Clerical					
(119) Other					
(200) Collaborative Staff Benefits					
(200) Personnel Services/Fringe					
(300) Purchased Services					
(330) Other Technical Services (Consultants)					
(325) Parent stipends					
(500) Other Purchased Services					
(530) Communications					
(580) Travel					
(590) Other Services					
(590) Meeting facilities/food					
(590) Child care					
(590) Other:					
(600) Supplies					
(612) Administrative Supplies					
Grand Total Expenses	\$0	\$0	\$0		

Note: Numbers in parentheses represent state budget codes (See Budget Codes Explanations attached.)
 *Total "Partnership Funds" in Expenses should equal "Total Partnership Request" line in the Revenue section.

ATTACHMENT 6: TWO-YEAR PARTNERSHIP BUDGET: JULY 1, 2013 TO JUNE 30, 2014
(EXCEL VERSION ATTACHED TO EMAIL)

BUDGET CODES AND EXPLANATIONS

SALARIES (100)

- 111A** **Administrator/Supervisor Salaries:** Administrative employees of the grantee not involved in providing direct services to pupils/clients. Include all gross salary payments for these individuals while they are on the grantee payroll including overtime salaries or salaries paid to employees of a temporary nature.
- 112B** **Clerical:** Salaries for employees performing clerical/secretarial services. Include all gross salaries for these individuals while they are on the grantee payroll including overtime salaries or salaries of temporary employees.
- 119** **Other:** Salaries for any other employee not fitting into objects 111A or 112B. Include the gross salaries for these individuals including overtime salaries or temporary employees. Included can be janitorial personnel costs, grant activity coordinators, salaries, and food service personnel.

BENEFITS (200)

- 200** **Personnel Services - Employee Benefits:** Amounts paid by the grantee on behalf of the employees whose salaries are reported in objects 111A, 112B or 119. These amounts are not included in the gross salary but are in addition to that amount. Such payments are fringe benefit payments and, while not paid directly to employees, nevertheless are parts of the cost of personal services. Included are the employer's cost of group insurance, social security contribution, retirement contribution, tuition reimbursement, unemployment compensation and workmen's compensation insurance.

PURCHASED SERVICES (300)

- 325** **Parent Activities:** Stipends and scholarships for parents and payments for child care.
- 330** **Other Professional/Technical Services (Consultants):** Payments for professional or technical services that are not directly related to instructional activities. Included are payments for data processing, management consultants, legal services, etc.

OTHER PURCHASED SERVICES (500)

- 530** **Communications:** Payments for services provided by persons or businesses to assist in transmitting and receiving messages or information. This category includes telephone, FAX services, postage, and postage machine rental.
- 580** **Travel:** Expenditures for transportation, meals, hotel and other expenses associated with staff or collaborative members' travel, including conference or workshop fees. Per diem payments to staff in lieu of reimbursement for subsistence (room and board) are included.
- 590** **Other Purchased Services:** All other payments for services rendered by organizations or personnel not on the grantee payroll not detailed in 530 or 580. These include printing and advertising costs.

SUPPLIES (600)

- 612** **Administrative Supplies:** Expenditures for consumable items directly related to program administrative (non-instructional) activities.

Attachment 7: Revised Early Literacy Grant Action Plan

Community: _____

Population Indicator: _____

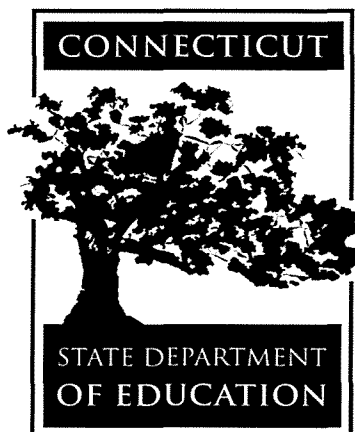
Community Plan Strategy: *(insert specific strategies from the community plan that the actions will advance)* _____

Child Target Population: *(Please identify here the specific target population for the actions)* _____

<p align="center">Actions</p> <p>List the actions that will be implemented and tracked.</p>	<p align="center">Performance Measures</p> <p>For each action, include at least one of each of the following measures: How much? How well? Better-off?</p>	<p align="center">Data Sources</p> <p>Identify the data sources for each performance measure and the points during the year when you will review the data and assess your progress.</p>	<p align="center">Responsible Parties</p> <p>Identify persons(s) or group responsible for each of the following: Overseeing & assessing implementation of the action Delivering services Collecting the data</p>	<p align="center">Timeline & anticipated completion dates</p>

RFP 052
12/12 Rev.

CONNECTICUT STATE DEPARTMENT OF EDUCATION



Quality Enhancement Grant Program School Readiness Municipalities July 1, 2013 to June 30, 2014

The purpose of the Quality Enhancement Grant Program (QEGP) is to provide funding for programs that focus on education and early care that address quality standards and/or expand comprehensive services for children and families.

Legislative Authority
Section 17b-49c of the 2012 Supplement to the General Statutes

Application Due Date
On or before May 17, 2013

**STEFAN PRYOR
COMMISSIONER OF EDUCATION**

The State of Connecticut Department of Education is committed to a policy of equal opportunity/affirmative action for all qualified persons. The Department of Education does not discriminate in any employment practice, education program, or educational activity on the basis of race, color, religious creed, sex, age, national origin, ancestry, marital status, sexual orientation, disability (including, but not limited to, mental retardation, past or present history of mental disability, physical disability or learning disability), genetic information, or any other basis prohibited by Connecticut state and/or federal nondiscrimination laws. The Department of Education does not unlawfully discriminate in employment and licensing against qualified persons with a prior criminal conviction. Inquiries regarding the Department of Education's nondiscrimination policies should be directed to:

Levy Gillespie
Equal Employment Opportunity Director
Title IX /ADA/Section 504 Coordinator
State of Connecticut Department of Education
25 Industrial Park Road
Middletown, CT 06457
860-807-2071

AN EQUAL OPPORTUNITY/AFFIRMATIVE ACTION EMPLOYER.

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Part I. Overview

Purpose:

The Commissioner of Education shall establish a program, within available appropriations, to provide on a competitive basis supplemental quality enhancement grants to providers of child day care services or providers of school readiness programs pursuant to C.G.S. Sections 10-16p and 10-16u to enhance the quality of early childhood education programs. Child day care providers, school readiness programs in priority school districts, and competitive school readiness municipalities may apply for a quality enhancement grant. These applicants must use their local School Readiness Council to review and recommend projects for funding.

The purpose of the Quality Enhancement Grant Program (QEGP) is to provide funding for early care and education programs to address quality standards and/or expand comprehensive services for children and families. C.G.S. Section 17b-749c identifies the following as appropriate use of grant funds:

1. Help providers who are not accredited by the National Association for the Education of Young Children to obtain such accreditation;
2. Help directors and administrators to obtain training;
3. Provide comprehensive services, such as enhanced access to health care, a health consultant, a mental health consultant, nutrition, family support services, parent education, literacy and parental involvement, and community and home outreach programs; and provide information concerning access when needed to a speech and language therapist;
4. Purchase educational equipment;
5. Provide scholarships for training to obtain a credential in early childhood education or child development;
6. Provide training for persons who are mentor teachers, as defined in federal regulations for the Head Start program, and provide a family service coordinator or a family service worker as such positions are defined in such federal regulations;
7. Repair fire, health and safety problems in existing facilities and conduct minor remodeling and non-capital improvements to comply with the Americans with Disabilities Act; train child care providers on injury and illness prevention; and achieve compliance with national safety standards;
8. Create a supportive network with family day care homes and other providers of care for children;
9. Provide for educational consultation and staff development;
10. Provide for program quality assurance personnel;
11. Provide technical assistance services to enable providers to develop child care facilities pursuant to C.G.S. Sections 17b-749g, 17b-749h and 17b-749i (as amended by PA 11-44 sections 98 through 101);
12. Establish a single point of entry system; and
13. Provide services that enhance the quality of programs to maximize the health, safety and learning of children from birth to three years of age, inclusive, including, but not limited to, those children served by informal child care arrangements. Such grants may be used for the improvement of staff to child ratios and interaction, initiatives to promote staff retention, pre-literacy development, parent involvement, curriculum content and lesson plans.

Eligible Applicants:

Eligible applicants are municipalities, pursuant to CGS 10-16p, that currently receive funding from either the Priority School Readiness Grant Program or the Competitive School Readiness Grant Program.

Priorities for Funding:

This grant should not duplicate program accreditation or training activities that are generally available at the local or regional level. Additionally, funds cannot be used for increasing staff salaries or for administrative or planning functions. This is a one-year grant based on the availability of funds.

Priorities for Funding (Priority School Readiness Grant Recipients):

The purpose of the Quality Enhancement Grant Program is to provide funding for early care and education programs to address quality standards and/or expand comprehensive services for children and families. Proposals must address:

- Activities that focus on supporting the School Readiness quality components outlined in C.G.S. 10-16q and in the Connecticut School Readiness Preschool Program Evaluation (CSRPPES). Particular attention should be given to: including all early care and education providers within the municipality in the proposed activities and a regional approach across municipalities leveraging resources to extend activities beyond town borders.
- The measures used to evaluate the activities described in the application.

Priorities for Funding (Competitive School Readiness Grant Recipients):

The purpose of the Quality Enhancement Grant Program is to provide funding for early care and education programs to address quality standards and/or expand comprehensive services for children and families. Applicants must use funding in the following ways:

- Specifically, funds from this grant should be used to contract with consultants having expertise with coaching teachers on the use of the *Connecticut Preschool Curriculum and Assessment Frameworks* for monitoring classroom practices and overall program quality.
- Funds from this grant should be used to provide financial incentive to advance undergraduate degrees aligned with current School Readiness legislation (Public Act 12-50)¹.
- Create a supportive network with family day care homes and other providers of care for children

If the Competitive School Readiness Grant applicant believes they have satisfied the requirements described above and wish to fund other activities, then the application may address how the proposed projects focus on supporting the School Readiness quality components outlined in C.G.S. Section 10-16q and in the CSRPPES. Particular attention should be given to: including all early care and education providers within the municipality in the proposed activities and a regional approach across municipalities leveraging resources to extend projects beyond town borders.

In addition, each proposal must address the measures used to evaluate the activities described in the application.

¹ <http://www.cga.ct.gov/2012/ACT/PA/2012PA-00050-R00SB-00039-PA.htm> (Public Act 12-50)

Funds Available:

The total amount of \$1,100,678 is anticipated to be available between July 1, 2013 and June 30, 2014. All grants shall be funded within the limits of available appropriations. Tables 1 and 2 are proposed grant allocations for the Priority School Readiness and Competitive School Readiness grant recipients respectively.

Table 1: Priority School Readiness Grant Recipients
Proposed Quality Enhancement Grant Allocations

Ansonia	\$6,447
Bloomfield	\$8,035
Bridgeport	\$134,851
Bristol	\$25,024
Danbury	\$33,206
East Hartford	\$28,340
Hartford	\$150,125
Meriden	\$37,807
Middletown	\$25,380
New Britain	\$53,271
New Haven	\$108,583
New London	\$17,226
Norwalk	\$50,282
Norwich	\$20,120
Putnam	\$6,447
Stamford	\$65,335
Waterbury	\$100,918
West Haven	\$33,318
Windham	\$13,963
Total	\$918,678

Please note that funding is subject to availability and legislative approval.

Table 2: Competitive School Readiness Grant Recipients
Proposed Quality Enhancement Grant Allocations

Andover	\$3,790	Mansfield	\$3,790
Ashford	\$3,790	Milford	\$3,790
Beacon Falls	\$3,790	Naugatuck	\$3,790
Brooklyn	\$3,790	North Canaan	\$3,790
Canterbury	\$3,790	Plainfield	\$3,790
Chaplin	\$3,790	Plainville	\$3,790
Colchester	\$3,790	Plymouth	\$3,790
Coventry	\$3,790	Scotland	\$3,790
Derby	\$3,790	Seymour	\$3,790
Eastford	\$3,790	Shelton	\$3,790
East Haven	\$3,790	Sprague	\$3,790
Ellington	\$3,790	Stafford	\$3,790
Enfield	\$3,790	Sterling	\$3,790
Greenwich	\$3,790	Stratford	\$3,790
Griswold	\$3,790	Thomaston	\$3,790
Groton	\$3,790	Thompson	\$3,790
Hamden	\$3,790	Torrington	\$3,790
Hampton	\$3,790	Vernon	\$3,790
Hebron	\$3,790	Voluntown	\$3,790
Killingly	\$3,790	West Hartford	\$3,790
Lebanon	\$3,790	Winchester	\$3,790
Ledyard	\$3,790	Windsor	\$3,790
Lisbon	\$3,790	Windsor Locks	\$3,790
Manchester	\$3,790	Wolcott	\$3,790
		Total	\$181,920

Please note that funding is subject to availability and legislative approval.

Part II: Application Requirements

Cover Sheet

The format for the cover sheet appears on page 8 of this document. The cover sheet must be signed by the Town Chief Elected Official and the Superintendent of Schools. The cover sheet must be signed by the fiscal agent currently administering the School Readiness Grant.

Statement of Need, Goals and Indicators

Describe the need for the proposed activities, the intended goals and the indicators of achievement that will be used to measure the success of the activity. Please provide a narrative description for each activity in the format provided on page 9 and complete the summary chart on page 10.

Evaluation

Using the chart on page 10, describe the methods and procedures that will be used to determine if, and to what extent, the objectives of the grant proposal have been achieved. A narrative page may be added if the applicant needs to provide greater detail than the chart allows. The Connecticut State Department of Education (CSDE) may use data collected from your evaluations in a report to the Commissioner describing the use of the Quality Enhancement funds and the impact of the activities toward the intended goals of the grant. The CSDE requires an evaluation at the end of the fiscal year for the activities funded through this grant. A reporting form will be provided electronically after January 1, 2013. Funding for subsequent years is contingent upon successful completion and submission of the final report.

Budget Forms and Access to Funds

Using the appropriate form(s) on pages 12 through 16, indicate how the grant funds will be expended through June 30, 2014. There are no administrative, indirect costs or carryover funds allowed. The fiscal agent may request funds through the online prepayment grant system. Depending on the availability of funds, from July 1, 2013, through September, 2013, 25 percent of your allocation will be available for request. From October 2013 through December 2013, 50 percent of your allocation will be available for request. From January 2014 through May 2014, 100 percent of your allocation may be available for request.

Budget Justification

Provide detailed explanation of each line item expenditure in your proposed budget. Separately, if applicable, describe any funds used from local sources to support the implementation of the Quality Enhancement Grant activities.

Competitive Application Requirement

A local Request for Proposals (RFP) will be available for use when soliciting applications for activity implementation. The local proposal framework will be sent to the applicant electronically and the School Readiness Council may conservatively add further requirements. The general public, including contractors, must be notified of the opportunity to bid on the implementation of the proposed activities. Include a copy of the public notice with this application. The School Readiness Council will collect, review and score the applications. Approved applications will be forwarded to the CSDE.

Date of Board Acceptance

IF the submission of the application for the Local RFP for the Quality Enhancement Grant Program requires the official approval and/or endorsement of any Board or like body (e.g., Board of Education, town council, etc.), the approval and/or endorsement of such body should be submitted with the grant application. If it is not possible to obtain Board or like approval prior to submission of the grant application, then the official Board approval or like document should be sent under separate cover, no later than October 31, 2013.

Statement of Assurances

The Statement of Assurances must be signed by the community authorities and each subcontractor in their individual application for funds.

Affirmative Action Packet

In accordance with the regulation established by the Commission on Human Rights and Opportunities, each applicant is required to have a completed Affirmative Action Packet on file with the CSDE. This grant application contains the "Affirmative Action Certification Form" certifying that an Affirmative Action Plan is on file with the CSDE. The individual authorized to sign on behalf of the applicant must sign and return the Affirmative Action Certification Form and submit such form with the grant application.

Part III: Application Process

Obligations of Grantees and Sub-Grantees

All bidders are hereby notified that the grant to be awarded is subject to contract compliance requirements as set forth in C.G.S. Sections 4a-60, 4a-60a and 4a-68j-I et seq. of the Regulations of Connecticut State Agencies. Furthermore, the grantee must submit periodic reports of its employment and sub-contracting practices in such form, in such manner and in such time as may be prescribed by the Commission on Human Rights and Opportunities.

Freedom of Information Act

All of the information contained in a proposal submitted in response to this RFP is subject to the Freedom of Information Act Sections 1-200 et seq. (FOIA). The FOIA declares that, except as provided by federal law or state statute, records maintained or kept on file by any public agency (as defined in the statute) are public records and every person has the right to inspect and receive a copy of such records.

Management Control of the Program and Grant Consultation

The Grantee must have complete management control of this grant. While the CSDE staff may be consulted for their expertise, they will not be directly responsible for the selection of sub-grantees or vendors, nor will they be directly involved in the expenditure and payment of funds.

State Monitoring

The State may conduct site visits to grantees and sub-grantees funded under this grant program to monitor a community's progress and compliance with the intent of the legislative act.

Due Date

Grant applications (the original plus one copy), **IRRESPECTIVE OF POSTMARK DATE, must be received by 4:30 p.m. on or before Friday, May 17, 2013.** The original grant application must bear an original signature of the authorized representative of the applicant. Faxed copies of the application will not be accepted.

Mailing and Delivery Information for Proposals from both Priority School Readiness and Competitive School Readiness Grant Recipients

Mailing Address:	Delivery Address:
Amparo García Lead Planning Analyst Connecticut State Department of Education P.O. Box 2219 Hartford, CT 06145-2219	Amparo Garcia Lead Planning Analyst Connecticut State Department of Education 165 Capitol Avenue, Room 215 Hartford, CT 06106

Review of Proposals and Grant Awards

The CSDE reserves the right to make grant awards under this program without discussion with the applicants. Therefore, applicants should submit proposals that present the activities in the most favorable light from both technical and cost standpoints.

Amparo Garcia, Lead Planning Analyst, will be available to answer questions concerning this RFP. The CSDE will review proposals according to the application requirements. The Commissioner of Education reserves the right to not fund an applicant if it is determined that the School Readiness Council is not able to manage the grant or that an award to a particular grantee is not in the best interest of the State or most consistent with the priorities set out in this RFP.

Other Program Requirements

Within sixty (60) days after the close of the fiscal year, each grantee must file a financial statement of expenditures with the CSDE on such forms as the CSDE may require.

Part IV: Application

CONNECTICUT STATE DEPARTMENT OF EDUCATION

QUALITY ENHANCEMENT GRANT PROGRAM

School Readiness Municipalities

Grant Period: July 1, 2013 to June 30, 2014

**Grant Cover Sheet
To Be Completed and Submitted with the Grant Application**

<u>APPLICANT AGENCY:</u> (Name, Address, Telephone, Fax)	<u>LOCAL PROGRAM TITLE:</u> <u>PROGRAM FUNDING DATES:</u> From July 1, 2013 to June 30, 2014
<u>AGENCY CONTACT PERSON:</u> (Name, Address, Telephone, Fax)	<u>ESTIMATED FUNDING:</u>

We, _____, the undersigned authorized chief administrative officials submit this proposal on behalf of the applicant agency, attest to the appropriateness and accuracy of the information contained therein, and certify that this proposal, if funded, will comply with all relevant requirements of the state and federal laws and regulations.

In addition, funds obtained through this source will be used solely to support the purpose, goals and objectives as stated herein.

Signature (Chief Elected Official): _____

Name (typed): _____

Agency: _____

Date: _____

Signature (Superintendent): _____

Name (typed): _____

Agency: _____

Date: _____

TO BE SIGNED BY THE FISCAL AGENT CURRENTLY ADMINISTERING THE SCHOOL READINESS GRANT PROGRAM

Signature (Fiscal Agent): _____

Name (typed): _____

Agency: _____

Date: _____

Statement of Need, Goals and Indicators of Progress

For each proposed activity please provide a detailed description of the need for the activity, the intended goals and indicators of progress toward the goals. Provide the expected cost of each activity and the resources that could support the implementation of the activity. Copy this page as needed to describe each activity and provide a summary on the chart provided.

<u>Town:</u>
<i><u>Name of Activity:</u></i>
<i><u>Expected Cost:</u></i>
<i><u>Possible Resources:</u></i>
<i><u>Population (number of children, staff, and programs served by this activity):</u></i>
<i><u>Statement of Need:</u></i>
<i><u>Goals:</u></i>
<i><u>Indicators of Progress:</u></i>
<i><u>Plan for Activity Evaluation:</u></i>

Summary of Need, Goals, and Indicators

Please summarize each activity description clearly and concisely. This chart may be used as a grant summary for the CSDE and externally for program evaluation purposes.

TOWN:

Activity Cost Resources	Statement of Need	Goals	Indicators of Progress
Activity Name: Cost: Resources: Population: Contractor:			
Activity Name: Cost: Resources: Population: Contractor:			
Activity Name: Cost: Resources: Population: Contractor:			
Activity Name: Cost: Resources: Population: Contractor:			

Evaluation

Please document the grant objectives outlined on pages 1 and 2 of this RFP that align with each proposed activity and the evaluation methods you will use to measure the extent each activity will meet the objectives. A year-end report will be sent to the applicant electronically where results of the evaluation will be reported to the CSDE.

TOWN:

Grant Objectives Addressed	Activity	Evaluation

Priority School District Budget

ED 114 BUDGET FORM:

FISCAL YEAR 2014

GRANTEE NAME:		TOWN CODE:	
GRANT TITLE:	Quality Enhancement Grant Program		
PROJECT TITLE:	Quality Enhancement Grant Program		
ACCOUNTING CLASSIFICATION:	FUND: 11000	SPID: 17097	YEAR: 2014
	PROG: 82079	CF1: 170018	CF2:
GRANT PERIOD: 07/01/13 – 06/30/14	AUTHORIZED AMOUNT:		
AUTHORIZED AMOUNT BY SOURCE:	CURRENT DUE:		
LOCAL BALANCE:	CARRY-OVER DUE:		
CODES	DESCRIPTIONS	BUDGET AMOUNT	
119	Other		
322	In-service (Professional Development)		
323	Pupil Services		
324	Field Trips		
325	Parent Activities		
330	Other Professional Technical Services		
400	Purchased Property Services		
510	Pupil Transportation		
530	Communications		
580	Travel		
590	Other Purchased Services		
611	Instructional Supplies		
612	Administrative Supplies		
690	Other Supplies		
700	Property		
	TOTAL		

_____ Original Request Date

_____ Revised Request Date

*State Department of Education
Program Manager Authorization*

Date of Approval

Competitive School Readiness Budget

ED 114 BUDGET FORM: FISCAL YEAR 2014

GRANTEE NAME:		TOWN CODE:	
GRANT TITLE:	Quality Enhancement Grant Program		
PROJECT TITLE:	Quality Enhancement Grant Program		
ACCOUNTING CLASSIFICATION:	FUND: 11000	SPID: 17097	YEAR: 2014
	PROG:82079	CF1: 170035	CF2:
GRANT PERIOD: 07/01/13 – 06/30/14	AUTHORIZED AMOUNT:		
AUTHORIZED AMOUNT BY SOURCE:	CURRENT DUE:		
LOCAL BALANCE:	CARRY-OVER DUE:		
CODES	DESCRIPTIONS	BUDGET AMOUNT	
119	Other		
322	In-service (Professional Development)		
323	Pupil Services		
324	Field Trips		
325	Parent Activities		
330	Other Professional Technical Services		
400	Purchased Property Services		
510	Pupil Transportation		
530	Communications		
580	Travel		
590	Other Purchased Services		
611	Instructional Supplies		
612	Administrative Supplies		
690	Other Supplies		
700	Property		
	TOTAL		

_____ Original Request Date

_____ Revised Request Date

State Department of Education
Program Manager Authorization

Date of Approval

Budget Justification

1. Use this page to justify the use of proposed line item expenditures to implement the Local RFP for the Quality Enhancement Grant Program.

For Example:

322	Workshop on Developmentally Appropriate Materials	\$1,000.00
	10 hours at \$100.00 per hour	

APPENDIX A: Budget Object Codes

Budget Object Codes

SALARIES (100)

NOTE: Object Codes 111B, 112A, and 112B are provided to you for informational purposes only.

- 111B Teachers:** Salaries for employees providing direct instruction/therapy to pupils/clients. This category is used for both pupil personnel staff and teachers. Include all salaries for these individuals while they are on the grantee payroll, including overtime salaries or salaries of temporary employees. Substitute teachers or those hired on a temporary basis to perform work in positions of either a temporary or permanent nature are reported here. Tutors or individuals whose services are acquired through a contract are not included in the category. A general rule of thumb is that a person for whom the grantee is paying employee benefits and who is on the payroll is included; a person who is paid a fee with no grantee obligation for benefits is not.
- 112A Education Aides:** Salaries for employees who assist staff in providing classroom instruction. Include all gross salaries for these individuals while they are on the grantee payroll, including overtime salaries or salaries of temporary employees.
- 112B Clerical:** Salaries for employees performing clerical/secretarial services. Include all gross salaries for these individuals while they are on the grantee payroll, including overtime salaries or salaries of temporary employees.
- 119 Other:** Include the gross salaries for these individuals including overtime salaries or temporary employees. Included can be janitorial personnel costs, grant activity coordinators, salaries, and food service personnel.

PURCHASED SERVICES (300)

- 322 In Service (Instructional Program Improvement Services):** Payments for services performed by persons qualified to assist teachers and supervisors to enhance the quality of the teaching process. This category includes curriculum consultants, in-service training specialists, etc., who are not on the grantee payroll.
- 323 Pupil Service (Non-Payroll Services):** Expense for certified or licensed individuals who are not on the grantee payroll and who assist in solving pupils' mental and physical problems. This category includes medical doctors, therapists, audiologists, neurologists, psychologists, psychiatrists, etc.
- 324 Field Trips:** Cost incurred for conducting educational activities off site, including admission costs.

325 **Parent Activities:** Expenditures related to services for parents, including workshop presenters, baby-sitting services and overall seminar/workshop costs.

330 **Other Professional/Technical Services:** Payments for professional or technical services that are not directly related to instructional activities. Included are payments for data processing, management consultants, legal services, etc.

PURCHASED PROPERTY SERVICES (400)

400 **Purchased Property Services:** Expenditures for services to operate, repair, maintain and rent property owned or used by the grantee. These are payments for services performed by persons other than employees of the grantee.

OTHER PURCHASED SERVICES (500)

510 **Pupil Transportation:** Expenditures for transporting pupils to and from school and other activities. Included are such items as bus rentals for field trips and payments to drivers for transporting children with disabilities.

530 **Communications:** Payments for services provided by persons or businesses to assist in transmitting and receiving messages or information. This category includes telephone, FAX services, postage and postage machine rental.

580 **Travel:** Expenditures for transportation, meals, hotel and other expenses associated with staff travel, including conference or workshop fees. Per diem payments to staff in lieu of reimbursement for subsistence (room and board) are included.

590 **Other Purchased Services:** All other payments for services rendered by organizations or personnel not on the grantee payroll not detailed in 510, 530, or 580. These include printing and advertising costs.

SUPPLIES (600)

611 **Instructional Supplies:** Expenditures for consumable items purchased for instructional use.

612 **Administrative Supplies:** Expenditures for consumable items directly related to program administrative (non-instructional) activities.

690 **Other Supplies:** Allowable expenditures for any other supply which is not instructional or administrative in nature including assessment instruments.

PROPERTY (700)

700 **Property:** Expenditures for acquiring fixed assets, including land or existing buildings, improvements of grounds, initial equipment, additional equipment and replacement of equipment. For most grants, only equipment such as computers, duplicating machines, furniture and fixtures is allowable and the line item description on the budget will read Property/Equipment only.

Other items, which could be included in this category, if allowable under grant legislation, are expenditures for the acquisition, but not rental, of buildings and land. Although cost of materials which resulted in a new or vastly improved structure would also be included here, the expenditures for the contracted construction of buildings, for permanent structural alterations and for the initial or additional installation of heating and ventilating systems, fire protection systems and other service systems in existing buildings are recorded under Object 400: Purchased Property Services.

In accordance with the Connecticut State Comptroller's definition of equipment, included in this category are all items of equipment (machinery, tools, furniture, vehicles, apparatus, etc.) with a value over \$1,000.00 and the useful life of more than one year.

APPENDIX B: Affirmative Action Plan

IF A CURRENT AFFIRMATIVE ACTION PLAN IS ON FILE WITH THE STATE DEPARTMENT OF EDUCATION, COMPLETE THE STATEMENT WRITTEN BELOW AND SUBMIT AS PART OF THE PROPOSAL.

IF A CURRENT AFFIRMATIVE ACTION PLAN IS NOT ON FILE, COMPLETE THE AFFIRMATIVE ACTION PACKET AND SUBMIT AS PART OF THE PROPOSAL.

**CERTIFICATION THAT A CURRENT
AFFIRMATIVE ACTION PLAN IS ON FILE**

I, the undersigned authorized official, hereby certify that the current Affirmative Action Plan of the applying organization/agency is on file with the Connecticut State Department of Education. The Affirmative Action Plan is, by reference, part of this application.

Signature of Authorized Official

Date

Print Name of Authorized Official

APPENDIX C: Statement of Assurances and Signature Page

PROJECT TITLE: Quality Enhancement Grant Program

THE APPLICANT _____ HEREBY ASSURES THAT
(Insert applicant name)

- A. The applicant has the necessary legal authority to apply for and receive the proposed grant;
- B. The filing of this application has been authorized by the applicant's governing body, and the undersigned official has been duly authorized to file this application for and on behalf of said applicant, and otherwise to act as the authorized representative of the applicant in connection with this application;
- C. The activities and services for which assistance is sought under this grant will be administered by or under the supervision and control of the applicant agency;
- D. The project will be operated in compliance with all applicable state and federal laws and in compliance with the regulations and other policies and administrative directives of the Connecticut State Board of Education and the State Department of Education;
- E. Grant funds shall not be used to supplant funds normally budgeted by the agency;
- F. Fiscal control and accounting procedures will be used to ensure proper disbursement of all funds awarded;
- G. The applicant will submit a final project report (within 60 days of the project completion) and such other reports, as specified, to the State Department of Education, including information relating to the project records and access thereto as the State Department of Education may find necessary;
- H. The Connecticut State Department of Education reserves the exclusive right to use and grant the right to use and/or publish any part or parts of any summary, abstract, reports, publications, records, and materials resulting from this project and this grant;
- I. If the project achieves the specified objectives, every reasonable effort will be made to continue the project and/or implement the results after the termination of state and/or federal funding;
- J. The applicant will protect and save harmless the State Board of Education from financial loss and expense, including fees and legal fees and costs, if any, arising out of any breach of the duties, in whole or in part, described in the application for this grant;
- K. At the conclusion of each grant period, the applicant will provide for an independent audit report acceptable to the grantor in accordance with Sections 7-394a and 7-396a of the Connecticut General Statutes, and the applicant shall return to the State Department of Education any monies not expended in accordance with the approved program/operation budget as determined by audit;
- L. REQUIRED LANGUAGE (NON-DISCRIMINATION)
 - 1) References in this section to "contract" shall mean this grant agreement and references to "contractor" shall mean the Grantee.

For the purposes of this section, "Commission" means the Commission on Human Rights and Opportunities.

For the purposes of this section "minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise and (3) who are members of a minority, as such term is defined in subsection (a) of section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

2) (a) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of 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; (b) the contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (c) 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; (d) 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; (e) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and section 46a-56.

3) Determination of the contractor's good faith efforts shall include but shall not be limited to the following factors: The contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

4) The contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

5) The contractor shall include the provisions of section (2) above in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions

shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

6) The contractor agrees to comply with the regulations referred to in this section as the term of this contract and any amendments thereto as they exist on the date of the contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.

7) (a) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (b) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (c) the contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to section 46a-56; (d) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor which relate to the provisions of this section and section 46a-56.

8) The contractor shall include the provisions of section (7) above in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

M. **OTHER ASSURANCES**

The grant award is subject to approval of the State Departments of Education and Social Services and the availability of state and/or federal funds;

N. The applicant agrees and warrants that Sections 4-190 to 4-197, inclusive, of the Connecticut General Statutes concerning the Personal Data Act and Sections 10-4-8 to 10-4-10, inclusive, of the Regulations of Connecticut State Agencies promulgated thereunder are hereby incorporated by reference;

- O. Grant funds should not be committed until an official grant award letter is received;
- P. The grantee agrees to other attestations and special assurances, particular to the requirements of Connecticut General Statutes section 17b-749c for grantees or state agencies that require grantee or subgrantee participation or compliance.
- Q. The signature of the chief elected officials on the Statement of Assurances Signature Page indicates the intent to comply with the provisions referenced in each section. Assurances not agreed to by the chief elected official of the town must be identified on a separate sheet with a rationale for the disagreement.
- R. The State Department of Education and Social Services reserve the right to negotiate terms, including the withholding of funds, based on the grantee's inability to comply with these assurances.
- S. The Grantee/applicant acknowledges that funds supporting this contract may be provided by various Federal agencies, including but not limited to the US Department of Health and Human Services through a number of grants, block grants, and grants-in aid, including, but not limited to the Social Services Block Grant ("SSBG"), Child Care and Development Block Grant (CCDBG) and/or the Temporary Assistance for Needy Families Block Grant (TANF). Each federal block grant has a federal Catalog of Federal Domestic Assistance (CFDA) number, which provides relevant information about federal requirements specific to each block grant. The CFDA numbers are as follows: SSBG - 93.667, CCDBG - 93575 and TANF - 93.558. The Grantee (or Applicant) agrees that it shall communicate the above language to all sub-contractors that perform services as delineated in a subcontract agreement. The Grantee (or Applicant) agrees that it shall also maintain and require all sub-contractors to maintain any necessary data and documentation required for auditing of any of the grant funds.

Statement of Assurances Signature Page

I, the undersigned authorized official, do hereby certify that these assurances shall be fully implemented.

Signature of Authorized Official: _____

Name (please type) _____

Title (please type) _____

Date: _____

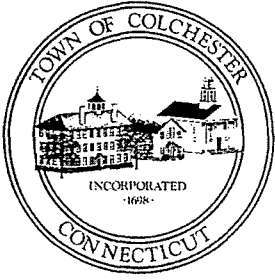
Signature of the Fiscal Agent

Signature of Fiscal Agent: _____

Name (please type) _____

Title (please type) _____

Date: _____



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

Cheryl Hancin, Recreation Manager
Colchester Parks & Recreation Department

April 8, 2013

TO: Board of Selectman
FROM: Cheryl Hancin, Parks and Recreation Manager
RE: Sponsorship Opportunities

Parks and Recreation would like to secure sponsors for the Summer Concert Series, 57 Fest, Camper Scholarships for Day Camp, and the Hershey Track & Field Meet.

Summer Concert Series to be held on the green on Thursday night starting June 27. The community has come to expect first class entertainment each and every week and there is no general fund budget to support the concert series. The concert series has cultivated a large audience.

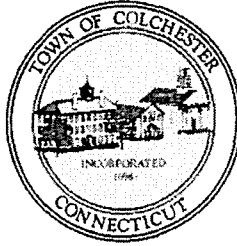
57 Fest to be held on Sat. Sept 28 brings together families for an afternoon of games, activities, food and entertainment, highlighted by a concert and fireworks display and there is no general fund budget to support the town wide festival.

Summer Day Camp and Kinder Camp - Day Camp is a fantastic opportunity for kids in grades 1 – 7 to grow, explore, develop new skills, be nurtured and form friendships, all within a caring and safe environment. Financial obligations prevent many children from participating in camp. We are hoping to receive financial support so that we may offer “camperships” to families requesting financial assistance. The fee for each one-week session of Day Camp starts at \$140 and one-week of Kindercamp is \$75. All camperships will go towards reducing the cost for each family as much as possible as there is no general fund money designated for scholarships.

Hershey Track and Field Games on May 24 helps to promote physical fitness, encourage participation, friendship and sportsmanship. The winners in our local meet advance to the state final and the North American Finals.

Recommended Motion

Motion to authorize the First Selectman to sign any and all documents related to the Summer Concert Series, 57 Fest, Camper Scholarships Day Camp, and Hershey Track & Field Meet.



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

Date: April 11, 2013

To: Board of Selectmen

From: N. Maggie Cosgrove, CFO

Subject: Munis Financial Software Contract Renewal

Background

Our current three-year contract with Tyler Technologies – Munis Division for our financial software expires June 30, 2013. Attached is an amendment to that contract for an Application Service Provider (ASP) renewal for an additional three-year term through June 30, 2016. The total fee for all three years is \$212,625 with quarterly payments of \$17,718.75 – this contract is funded by both the Town and Board of Education budgets and is included in the proposed budget for FY 2013-2014. This three-year proposal reflects an increase in cost of \$3,375 per year over the current three-year agreement, and represents the first increase in costs since FY 2004-2005.

Recommendation

Approval of the amendment to the contract with Tyler Technologies – Munis Division for an additional three-year term through June 30, 2016 for a total fee of \$212,625 and authorization for the First Selectman to sign all documents related to the amendment to the agreement.

AMENDMENT TO APPLICATION SERVICE PROVIDER AGREEMENT

This amendment ("Amendment") is made the ____ day of _____, 2013 between Tyler Technologies Inc., with offices at 1 Cole Haan Drive, Yarmouth, Maine 04096 ("Tyler") and the Town and Board of Education of Colchester, with offices at 127 Norwich Avenue, Colchester, Connecticut 06415 ("Town").

WHEREAS, MUNIS and the Town are parties to the Application Service Provider Agreement ("Agreement"), as amended, between the Town and Board of Education of Colchester and Process, Inc. dba MUNIS dated May 29, 2001 ("Agreement") and;

WHEREAS, Tyler acquired MUNIS, thus all contracts entered into on their behalf are now managed by Tyler; and

WHEREAS, the term of the Agreement expires June 30, 2013;

THEREFORE, in consideration of the mutual covenants contained herein, Tyler and the Town agree as follows.

1. The term of the Agreement is hereby renewed for a three-year term commencing on July 1, 2013 and expiring on June 30, 2016 ("Term").
2. Beginning on July 1, 2013 and on the first day of each quarter through the end of the Term, Client will remit to Tyler quarterly Application Service Provider Fees in the amount of \$17,718.75, as detailed in the attached Sales Quotation, for a three-year total of \$212,625.00.
3. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
4. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, persons having been duly authorized and empowered to enter into this Amendment hereunto executed this Amendment effective as of the date last set forth below.

Tyler Technologies, Inc.

Town and Board of Education of Colchester

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Quoted By: CJ Vose
Date: 12/12/2012
Quote Expiration: 00/00/n/a
Quote Name: ASP Renewal
Quote Number: 47345

Sales Quotation For:

Ms. Eva Gallupe
 Town and B.O.E. Colchester
 127 Norwich Avenue
 Colchester, CT 06415

Phone: (860) 537-7262
Fax: (860) 537-0547
Email: egallupe@colchesterct.gov

1 Maintenance

Code	Description	Quantity	Unit Price	Subtotal	Discount	Net Total	
FA-AC-AS-C	Accounting/GL/BG AP - ASP - C	3.00	\$37,800.00	\$113,400.00	\$0.00	\$113,400.00	
FA-BMI-AS-C	BMI Asset Trk Interface - ASP - C	3.00	\$2,520.00	\$7,560.00	\$7,560.00	\$0.00	
FA-FA-AS-C	Fixed Assets - ASP - C	3.00	\$7,140.00	\$21,420.00	\$0.00	\$21,420.00	
FA-PO-AS-C	Purchase Orders - ASP - C	3.00	\$7,665.00	\$22,995.00	\$22,995.00	\$0.00	
FA-RQ-AS-C	Requisitions - ASP - C	3.00	\$4,410.00	\$13,230.00	\$0.00	\$13,230.00	
HR-PM-AS-C	HR Management - ASP - C	3.00	\$5,250.00	\$15,750.00	\$0.00	\$15,750.00	
HR-PR-AS-C	Payroll - ASP - C	3.00	\$12,600.00	\$37,800.00	\$0.00	\$37,800.00	
OF-MO-AS-C	MUNIS Office - ASP - C	3.00	\$2,100.00	\$6,300.00	\$0.00	\$6,300.00	
TF-AC-ASP-C	Tyler Forms Processing - ASP - C	3.00	\$1,575.00	\$4,725.00	\$0.00	\$4,725.00	
Total:					\$30,555.00	Total:	\$212,625.00

Summary


	Fees	Maintenance
Total Software		\$212,625.00
Summary Total	\$0.00	\$212,625.00

Comments

Customer Approval: _____ **Date:** _____
Print Name: _____ **P.O. #:** _____

All primary values quoted in US Dollars

Town of Colchester Interoffice Memorandum

To: Gregg Schuster, First Selectman
From: James Paggioli, L.S., Director of Public Works 
CC:
Date: April 12, 2013
Re: Authorization to Enter into Encroachment Agreement – Sewer Pump Station, Sewer and Water Main.
Route 85 and 637 (Lake Hayward Road)

I have reviewed the proposed Encroachment Agreement between the State of Connecticut Department of Transportation and the Town of Colchester Agreement No. 2.13-03(13).

In general, the document is a the maintenance agreement and transfer of operations for the Sewer Pump Station, Sewer Main, and Water Main that have been and are in the process of being constructed as part of the State of Connecticut Repair and Electrical Facility located at the intersection of Route 85 and Lake Hayward Road. These improvements were planned for and designed by the use of funds obtained through STEAP grants that the Town of Colchester obtained from the State of Connecticut.

The agreement is typical for improvements owned and maintained within the State of Connecticut right of ways or properties by entities other than the State. (In this case the Town of Colchester.)

Of significance is language that does not transfer the maintenance and operation of the facilities until they are constructed and accepted by the State of Connecticut with input from the Town of Colchester, in accordance with contract requirements of the State of Connecticut Project 28-183. Per the State Project Contract, there exists a one-year warranty period, that should repair be required for issues outside the normal maintenance; then State's contractor would be responsible to make the required repair. Afterwards, the Town would provide for all maintenance and repair of the facilities similar to the same process that we already provide on all Town infrastructure located within the State of Connecticut roadways.

I recommend that the Board of Selectmen enter into the Encroachment Agreement with the State of Connecticut Department of Transportation Agreement No.2.13-03 (13) acting as both the Board of Selectmen and WPCA of the Town of Colchester.

Proposed Motion: That the Board of Selectmen acting as both the Board of Selectmen and the Town of Colchester WPCA enter into a Encroachment Agreement with State of Connecticut and the Town of Colchester; Agreement No. 2.13-03(13) for the maintenance, operation and incorporation of a Sewer Pump Station, Sewer Line and Water Line as described within the agreement, located within Connecticut Route 85 and 637 (Lake Hayward Road), and hereby authorize the First Selectman to sign and deliver said agreement to the State of Connecticut.

ENCROACHMENT AGREEMENT

Between

THE STATE OF CONNECTICUT, DEPARTMENT OF TRANSPORTATION

And

THE TOWN OF COLCHESTER

CT ROUTES: 85 AND 637 TOWN: COLCHESTER DISTRICT: 2

THIS AGREEMENT, concluded at Newington, Connecticut, this day of _____, A.D., 2013, by and between the State of Connecticut, Department of Transportation, James Redeker, Commissioner, acting herein by Thomas A. Harley, P.E., Bureau Chief, Bureau of Engineering and Construction, duly authorized, hereinafter referred to as the "State", and the Town of Colchester, having a place of business at 127 Norwich Avenue, Colchester, Connecticut, 06415, acting herein by Gregg Schuster, First Selectman, hereunto duly authorized, hereinafter referred to as the "Second Party", collectively referred to as the "Parties".

WITNESSETH, THAT:

WHEREAS, the Second Party has requested permission of the State to work within the State highway right of way along Routes CT 85 and 637 in order to maintain a sewer pump station, sewer line and water line (collectively referred to as "Facilities"), in the Town of Colchester, hereinafter referred to as the "Project"; and

WHEREAS, the Project is more fully described and defined in the following documents:

(A) "Exhibit A - Standard Encroachment Agreement Specifications & Covenants, Connecticut Department of Transportation", dated March 5, 2013;

(B) Plans Entitled: "PROJECT NO. 28-183, STATE OF CONNECTICUT DEPARTMENT OF TRANSPORTATION, CONSTRUCTION OF REPAIR AND ELECTRICAL FACILITY, COLCHESTER, UTILITY ROADWAY-1, UTILITY ROADWAY-2" AND PUMP STATION PLAN, Date: 2/8/12;

all of which are hereinafter referred to as the "Supporting Documents" and are hereby made a part of this Agreement, either by reference thereto or by incorporation herein; and

WHEREAS, the State has the authority to enter into this Agreement pursuant to Sections 13a-247, 13b-17, and 13b-24 of the General Statutes of Connecticut, as revised.

NOW, THEREFORE, KNOW YE, that the State and the Second Party mutually agree as follows:

SECTION 1. DEFINITIONS:

The following definitions shall apply to this Agreement:

The term "Claims" as used herein is defined as all actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.

The term "Second Party Parties" as used herein is defined as a Second Party's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Second Party is in privity of oral or written contract and the Second Party intends for such other person or entity to perform under the Agreement in any capacity.

The term "Project" as used herein is defined as "the permanent maintenance of a sewer pump station, a sewer line and water line constructed by the State along CT Routes 637 and 85 in conjunction with the State's construction of a Repair and Electrical Facility in the Town of Colchester (State Project No. 28-183)."

The term "Records" as used herein is defined as all working papers and such other information and materials as may have been accumulated by the Second Party in performing the Agreement, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries, memoranda and correspondence, kept or stored in any form.

The term "State" as used herein means the State of Connecticut, including the Department of Transportation ("Department"), and any office, department, board, council, commission, institution or other agency or entity of the State.

SECTION 2 THE SECOND PARTY SHALL:

2.01 Entirely at its own expense, maintain the Facilities described and defined in the Supporting Documents identified hereinabove, subject at all times to all of the terms, conditions, restrictions, specifications, and covenants, herein contained, either by attachment hereto or by reference thereto, it being understood and agreed by the parties hereto that the said terms, conditions, restrictions, specifications, and covenants, are an integral part hereof and as such shall have full force and effect as if the same were recited hereinafter in their entireties.

2.02 Maintain the State highways designated in the Plans identified hereinabove in accordance with State standards of maintenance as the same are outlined in the "State of Connecticut, Department of Transportation, Manual of Organization, Functions and Procedures", as revised, which maintenance shall include but not be limited to:

(a) the maintenance of the sewer pump station, sewer line and water line, as designated in the attached Plans entitled

"PROJECT NO. 28-183, STATE OF CONNECTICUT DEPARTMENT OF TRANSPORTATION, CONSTRUCTION OF REPAIR AND ELECTRICAL FACILITY, COLCHESTER, UTILITY ROADWAY-1, UTILITY ROADWAY-2" AND PUMP STATION PLAN, Date: 2/8/12;

- (b) the repairs and debris removal required following storm damage, as any or all of the preceding relates to or is involved with the Project.
- 2.03 Reimburse the State for any and all costs and expenses of every name and description borne by the State as a result of the Project including but not limited to investigation; inspection; administration; legal; and processing; it being mutually understood and agreed that there shall be no exception to, exclusion from, or limitation of this specification unless the same is set forth in a properly executed Supplemental Agreement specifically written for this purpose.
- 2.04 Comply with and conform to all pertinent laws, ordinances, rules and regulations, whether State, Federal, or Municipal, during the permanent maintenance of the Facilities.
- 2.05 With respect to the operations performed by the Second Party under the terms of this Agreement and also those performed for the Second Party by its subcontractors, the Second Party shall carry, and shall ensure that its subcontractors carry, for the duration of this Agreement, and any supplements thereto, with the State being named as an additional insured party for paragraphs (a) and (b) below, the following minimum insurance coverage at no direct cost to the State. In the event the Second Party secures excess/umbrella liability insurance to meet the minimum requirements specified in paragraphs (a) and/or (b) below, the State of Connecticut shall be named as an additional insured.

(a) COMMERCIAL GENERAL LIABILITY

Commercial General Liability Insurance, including Contractual Liability Insurance, providing for a total limit of One Million Dollars (\$1,000,000) for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence, and subject to that limit per accident, a total (or aggregate) limit of Two Million Dollars (\$2,000,000) for all damages arising out of bodily injuries to or death of all persons in all accidents or occurrences and out of injury to or destruction of property during the policy period.

(b) AUTOMOBILE LIABILITY

The operation of all motor vehicles, including those hired or borrowed, used in connection with the Agreement shall be covered by Automobile Liability Insurance providing for a total limit of One Million Dollars (\$1,000,000) for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence. In cases where an insurance policy shows an aggregate limit as part of the automobile

liability coverage, the aggregate limit must be at least Two Million Dollars (\$2,000,000).

(c) RAILROAD PROTECTIVE LIABILITY

When the Agreement requires work on, over or under the right of way of any railroad company, the Second Party shall provide, and shall ensure that its subcontractors provide, with respect to the operations that it or its subcontractors perform under this Agreement, Railroad Protective Liability Insurance for and on behalf of the railroad company as named insured, and the State named as additional insured, providing for coverage limits of (1) not less than Two Million Dollars (\$2,000,000) for all damages arising out of any one accident or occurrence, in connection with bodily injury or death and/or injury to or destruction of property; and (2) subject to this limit per accident, a total (or aggregate) limit of Six Million Dollars (\$6,000,000) for all injuries to persons or property during the policy period. If such insurance is required, the Second Party and its subcontractors shall obtain and submit the minimum coverage indicated above to the State prior to the commencement of rail related work and/or activities and shall maintain coverage until the work and/or activities is/are accepted by the State.

(d) WORKERS' COMPENSATION

With respect to all operations the Second Party performs and all those performed for the Second Party by subcontractor(s), the Second Party shall carry, and shall ensure that its subcontractor(s) carry, Workers' Compensation Insurance and, as applicable, insurance required in accordance with the U.S. Longshore and Harbor Workers' Compensation Act, in accordance with the requirements of the laws of the State of Connecticut and the laws of the United States respectively.

In conjunction with the above, the Second Party agrees to furnish to the State a Certificate of Insurance acceptable to the State, fully executed by an insurance company or companies satisfactory to the State, for the insurance policy or policies required hereinabove, which policy or policies shall be in accordance with the terms of said Certificate of Insurance.

The Second Party shall produce, within five (5) business days, a copy or copies of all applicable insurance policies when requested by the State. In providing said policies, the Second Party may redact provisions of the policy that are proprietary. This provision shall survive the suspension, expiration or termination of this Agreement.

- 2.06 (a) The Second Party shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Agreement, including the acts of commission or omission (collectively, the "Acts") of the Second Party or Second Party

Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Agreement. The Second Party shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Second Party's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Second Party's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the performance.

(b) The Second Party shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any other person or entity acting under the direct control or supervision of the State.

(c) The Second Party shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Second Party or any Second Party Parties. The State shall give the Second Party reasonable notice of any such Claims.

(d) The Second Party's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Agreement, without being lessened or compromised in any way, even where the Second Party is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.

(e) The Second Party shall carry and maintain at all times during the term of the Agreement, and during the time that any provisions survive the term of the Agreement, sufficient general liability insurance to satisfy its obligations under this Agreement. The Second Party shall name the State as an additional insured on the policy. The Department shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the Department or the State is contributorily negligent.

(f) This section shall survive the termination of the Agreement and shall not be limited by reason of any insurance coverage.

2.07 In addition to Section 2.06 of this Agreement, the Second Party hereby agrees as follows:

(a) The Second Party shall, or if the Second Party is one of several parties, the parties shall jointly and severally, protect, indemnify, defend, and hold harmless the State and any of its officers, employees and agents and their respective heirs, legal representatives, successors and assigns, from and against any and all loss, damage, cost, charge, lien, debt, fine, penalty, injunctive relief, claim, demand, expense, suit, order, judgment, adjudication,

liability, or injury to person, property or natural resources, including attorneys' fees and consultants' fees (any of the foregoing being referred to in this Agreement as a "Claim") arising out of, attributable to, which may accrue out of, or which may result from (i) any violation or alleged violation of the Environmental Laws by any person or entity or other source whether related or unrelated to the Second Party, or (ii) the disposal or alleged disposal of Hazardous Substances (whether intentional or unintentional, direct or indirect, foreseeable or unforeseeable) by any person or entity or other source, whether related or unrelated to the Second Party.

- (b) "Environmental Laws" shall mean and include any federal, state or local statute, law, ordinance, code, rule, regulation, order, or decree regulating or relating to the protection of human health or the environment, or imposing liability or standards of conduct concerning any hazardous, toxic, or waste substance, element, compound, mixture or material, as now or at any time hereafter in effect, including, without limitation, the Federal Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. Sect. 9601 et seq., the Federal Oil Pollution Act of 1990, 33 U.S.C. Sect. 2701 et seq., the Federal Toxic Substances Control Act, 15 U.S.C. Sect. 2601 et seq., the Federal Resource Conservation and Recovery Act, as amended, 42 U.S.C. Sect. 6901 et seq., the Federal Hazardous Material Transportation Act, 49 U.S.C. Sect. 1801 et seq., the Federal Clean Air Act, 42 U.S.C. Sect. 7401 et seq., the Federal Water Pollution Control Act, 33 U.S.C. Sect. 1251 et seq., the River and Harbors Act of 1899, 33 U.S.C. Sect. 401 et seq., and all rules and regulations of the United States Environmental Protection Agency, or any other state, local or federal agency or entity having jurisdiction over environmental or health and safety matters, as such may have been amended.
- (c) "Hazardous Substances" shall mean any and all materials, chemicals, or other substances that are hazardous or toxic or otherwise regulated or controlled pursuant to any of the Environmental Laws.
- (d) The Second Party shall test all soils and materials excavated from the State highway right of way and shall not replace any soils or materials containing Hazardous Substances within State highway rights of way.
- (e) The Second Party shall comply strictly and in all respects with the requirements of the Environmental Laws. Furthermore, the Second Party shall not store, generate or use any Hazardous Substances at, on, or under the area within the right of way in which the Project is located.
- (f) The Second Party shall not list the State as the owner, generator or transporter of any Hazardous Substances excavated from State highway rights of way. All costs associated with the handling, storage, use, transportation or disposal of Hazardous Substances shall be borne by the Second Party.

(g) This provision shall survive this Agreement.

- 2.08 Nothing in this Agreement shall preclude the Second Party from asserting its Governmental Immunity rights in the defense of third party claims. The Second Party's Governmental Immunity defense against third party claims, however, shall not be interpreted or deemed to be a limitation or compromise of any of the rights or privileges of the State, at law or in equity, under this Agreement, including, but not limited to, those relating to damages.
- 2.09 The Second Party shall comply with "Exhibit A - Standard Encroachment Agreement Specifications & Covenants, Connecticut Department of Transportation", dated March 5, 2013, attached herewith, and all "Mandatory State and Federal Administrative Requirements", incorporated herein by reference and attached herewith as "Exhibit B", as may be amended from time to time, and all Schedules, as may be amended from time to time, attached herewith, which are also hereby made part of this Agreement.
- 2.10 All obligations incurred by the Second Party under this Agreement shall be binding upon any successors in interest to the Second Party unless a Supplemental Agreement properly executed by both the State and the Second Party changes this requirement.

SECTION 3 THE STATE SHALL:

- 3.01 Allow the Second Party to Maintain the Facilities in the manner and to the extent as is more particularly described in Article 2.02 hereinabove and on the attached Plans entitled: PROJECT NO. 28-183, STATE OF CONNECTICUT DEPARTMENT OF TRANSPORTATION, CONSTRUCTION OF REPAIR AND ELECTRICAL FACILITY, COLCHESTER, UTILITY ROADWAY-1, UTILITY ROADWAY-2" AND PUMP STATION PLAN, Date: 2/8/12;
- 3.02 Maintain the Facilities as designated in the attached Plans entitled: PROJECT NO. 28-183, STATE OF CONNECTICUT DEPARTMENT OF TRANSPORTATION, CONSTRUCTION OF REPAIR AND ELECTRICAL FACILITY, COLCHESTER, UTILITY ROADWAY-1, UTILITY ROADWAY-2" AND PUMP STATION PLAN, Date: 2/8/12;
- 3.03 Make periodic inspections, as determined by the District 2 Maintenance Director, for conformity with State maintenance standards and policies. Any conditions requiring correction shall be reported through the District 2 Maintenance Director's Office, State Department of Transportation, in writing, to the Office of the Second Party's Director of Public Works.
- 3.04 Issue any and all permits for any work, excavation, or for the placement of any obstruction or substruction within, under, over, or upon the Facilities requested by the Second Party or others, outside the scope of the maintenance responsibilities of the Second Party, when the conditions of such issuance are met.
- 3.05 Require all parties being issued the said permits other than the Second Party, to name the State as an additional insured, on all

insurance required by the State as a condition precedent to the issuance of such permits that concern the Facilities being maintained by the Second Party pursuant to this Agreement.

- 3.06 Reserve the right to investigate and to inspect the Facilities at any time.
- 3.07 Reserve the right to claim and recover by process of law such sums or otherwise receive satisfaction as may be sufficient to correct any and all errors or make good any and all defects in the workmanship and/or material involved pursuant to the Agreement.

SECTION 4 THE STATE AND THE SECOND PARTY FURTHER MUTUALLY AGREE:

- 4.01 That this Agreement shall commence and take effect upon its execution by the State.
- 4.02 That any official notice from one such party to the other such party (or parties), in order for such Notice to be binding thereon, shall:

(a) Be in writing (hardcopy) addressed to:

(i) When the State is to receive such Notice -

Commissioner of Transportation
Connecticut Department of Transportation
2800 Berlin Turnpike
P.O. Box 317546
Newington, Connecticut 06131-7546;

(ii) When the Second Party is to receive such Notice:

(The person(s) acting herein as signatory for the Second Party)

First Selectman
Town of Colchester
127 Norwich Avenue
Colchester, Connecticut, 06415;

- (b) Be delivered in person with acknowledgement of receipt or be mailed by the United States Postal Service - "Certified Mail" to the address recited herein as being the address of the party(ies) to receive such Notice; and
- (c) Contain complete and accurate information in sufficient detail to properly and adequately identify and describe the subject matter thereof.

The term "Official Notice", as used herein, shall be construed to include, but not be limited to, any request, demand, authorization, direction, waiver, and/or consent of the party(ies) as well as any document(s), including any electronically produced versions, provided, permitted, or required for the making or ratification of any change, revision,

addition to or deletion from the document, contract, or agreement in which this "Official Notice" specification is contained.

Further, it is understood and agreed that nothing hereinabove contained shall preclude the Parties from subsequently agreeing, in writing, to designate alternate persons (by name, title, and affiliation) to which such Notice(s) is(are) to be addressed; alternate means of conveying such Notice(s) to the particular party(ies); and/or alternate locations to which the delivery of such Notice(s) is (are) to be made, provided such subsequent agreement(s) is (are) concluded pursuant to the adherence to this specification.

- 4.03 That the Second Party shall assume full responsibility for the accuracy of all products of its work or that of any consultants utilized under this Agreement and shall so indicate by having the signature and Connecticut Professional Engineer's Seal of any engineer used to perform work under the terms of this Agreement affixed on the title sheet(s) of all plans and/or documents. In addition, the title sheet(s) of all plans and/or documents will be signed by the authorized individual of the Second Party responsible for receipt of "Official Notices".
- 4.04 The duration of the Agreement shall remain in full force and effect until the State and the Second Party mutually agree in writing to terminate the Agreement. However, it is mutually agreed by the Parties hereto that the State, upon written notice, may, in its sole discretion, terminate this Agreement, and such action shall in no event be deemed a breach of contract. Any such action may be taken by the State for its own convenience.
- 4.05 That the sole and exclusive means for the presentation of any Claim against the State arising from or in connection with this Agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims against the State) and the Second Party further agrees not to initiate legal proceedings in any State or Federal Court in addition to or in lieu of, said Chapter 53 proceedings.
- 4.06 The Parties deem the Agreement to have been made in the City of Hartford, State of Connecticut. Both Parties agree that it is fair and reasonable for the validity and construction of the Agreement to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Second Party waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

The Parties acknowledge and agree that nothing in the Agreement shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Agreement. To the extent that this subsection conflicts with any other subsection, this subsection shall govern.

- 4.07 That all of the Second Party's obligations hereunder shall survive this or any other agreement or action, including, without limitation, any consent decree, or order, between the Second Party and the government of the United States or any department or agency thereof, the State and/or the municipality.
- 4.08 That this Agreement (including each and every component of the hereinabove specified Supporting Documents as the same may be revised and/or amended) constitutes, when fully executed and approved as indicated, the entire agreement between the parties hereto and shall supersede all previous communications, representations or agreements, either oral or written, between the parties hereto with respect to the subject matter hereof; no agreement or understanding varying or extending the same shall be binding on either party unless in writing signed by both parties hereto and approved in like fashion; and nothing contained in this Agreement shall be construed as waiving any of the rights of the State under the laws of Connecticut, as may be amended.
- 4.09 That in case of conflict between the Agreement and terms or requirements of any other documents, the Agreement shall govern.

IN WITNESS WHEREOF, the Parties hereto do hereby set their hands and seals on the day and year indicated.

WITNESSES:

STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION
JAMES REDEKER, COMMISSIONER

_____ By: _____

Name: Thomas A. Harley, P.E.
Bureau Chief
Bureau of Engineering and Construction

_____ Date: _____

Name:

STATE OF CONNECTICUT)
) ss: Newington _____ A.D., 2013
COUNTY OF HARTFORD) Date

Personally appeared for the State, Thomas A. Harley, P.E., Signer and Sealer of the foregoing Instrument and acknowledged the same to be the free act and deed of the Department of Transportation, and his free act and deed as Bureau Chief, Bureau of Engineering and Construction, before me.

My Commission Expires:

Notary Public

Date: _____

WITNESSES:

SECOND PARTY
Town of Colchester

By: _____

Name:

Gregg Schuster
First Selectman

Date: _____

Name:

STATE OF)
) ss:
COUNTY OF)

A.D., 2013

Personally appeared for the Second Party, Gregg Schuster, Signer and Sealer of the foregoing Instrument and acknowledged the same to be the free act and deed of the Town of Colchester, and his free act and deed as First Selectman, before me.

My Commission Expires:

Notary Public

Date: _____

EXHIBIT A
STANDARD ENCROACHMENT AGREEMENT SPECIFICATIONS & COVENANTS
CONNECTICUT DEPARTMENT OF TRANSPORTATION
March 5, 2013

These "Standard Encroachment Agreement Specifications & Covenants, Connecticut Department of Transportation" are primarily intended as an integral component of, and to be used in conjunction with the properly executed written agreement entered into by the State of Connecticut, Department of Transportation and, as the Second Party thereto, any municipality seeking permission to utilize a limited portion of a State highway for a purpose not in conflict with the best interests of the State of Connecticut.

(1) The State shall notify the Second Party of the issuance of the Certificate of Compliance for State Project No.28-183 indicating the date of commencement of the Warranty Period. During the Warranty Period, the Second Party agrees at its sole expense to continue to operate the pump station, sewer line and water line and to provide routine maintenance services thereto, excluding repair of faulty workmanship or materials during the Warranty Period that are covered by the Warranty and are the obligation of the State's Contractor to repair.

(2)Effective upon expiration of the Warranty Period, the State hereby grants the permanent maintenance responsibility of the sewer pump station, sewer line and water line to the Second Party, such that thereafter, the sewer pump station, sewer line and water line is incorporated into their respective systems. The Second Party shall assume all maintenance responsibilities of the sewer pump station, sewer line and water line upon expiration of the Warranty Period provided that: (a) the Parties have each reasonably determined that the sewer pump station, sewer line and water line are substantially complete in accordance with the approved plans and specifications. Upon the notification of the Certificate of Compliance for the State Project No. 28-183, the Second Party shall maintain and operate the sewer pump station, sewer line and water line as part of their respective systems, in accordance with all applicable State laws and regulations to which Second Party is subject as a municipal sewer and water system, and bear any necessary costs to keep the sewer pump station, sewer line and water line in good working condition as part of their respective systems.

(3) The Second Party shall assume all maintenance of the Facilities from the effective date of the Certificate of Compliance. Such maintenance shall include, but not be limited to, the adequate maintenance and protection of traffic at all times during maintenance of the Facilities.

(4) The Second Party shall provide, upon its completion of the Facilities, all physical maintenance of all portions of the Facilities within the State highway limits, except as may be otherwise specified in the Agreement, which maintenance shall not be the occasion of any cost or expense to the State in any manner whatsoever. Any cost or expense incurred by the State in connection herewith shall be reimbursed to the State upon official notice to the Second Party as specified in this Agreement.

EXHIBIT B
and Schedules 1-3
MANDATORY STATE AND FEDERAL ADMINISTRATIVE REQUIREMENTS

The Second Party and its invitees shall be cognizant of and fully comply with the following:

- (1) As a condition to receiving federal financial assistance under this Contract/Agreement, if any, the Second Party shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d - 2000d-7), all requirements imposed by the regulations of the United States Department of Transportation (49 CFR Part 21) issued in implementation thereof, and the "Title VI Assurances for Deeds, Licenses, Leases, Permits or Similar Instruments", as set forth in Exhibit B, Schedule 1 (attached herewith and incorporated by reference).
- (2) Executive Orders. This Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Agreement as if they had been fully set forth in it. The Agreement may also be subject to the applicable parts of Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions. If Executive Orders 7C and 14 are applicable, they are deemed to be incorporated into and are made a part of the Agreement as if they had been fully set forth in it. At the Second Party's request, the Department shall provide a copy of these orders to the Second Party.
- (3) The Second Party hereby acknowledges and agrees to comply with the policies enumerated in "Connecticut Department of Transportation Policy Statement Policy No. F&A-10, Subject: Code of Ethics Policy," June 1, 2007, as set forth in Exhibit B, Schedule 2 (attached herewith and incorporated by reference).
- (4) That suspended or debarred contractors, consulting engineers, suppliers, materialmen, lessors, or other vendors may not submit proposals for a State contract or subcontract during the period of suspension or debarment regardless of their anticipated status at the time of contract award or commencement of work.
- (a) The signature on the Agreement by the Second Party shall constitute certification that to the best of its knowledge and belief the Second Party or any person associated therewith in the capacity of owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of Federal or State funds:
 - (i) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (ii) Has not, within the prescribed statutory time period preceding this Agreement, been convicted of or had a civil judgement rendered against him/her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- (iii) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(ii) of this certification; and
 - (iv) Has not, within a five-year period preceding this Agreement, had one or more public transactions (Federal, State or local) terminated for cause or default.
- (b) Where the Second Party is unable to certify to any of the statements in this certification, such Second Party shall attach an explanation to this Agreement.

The Second Party agrees to insure that the following certification be included in each subcontract Agreement to which it is a party, and further, to require said certification to be included in any subcontracts, sub-subcontracts and purchase orders:

- (i) The prospective subcontractors, sub-subcontractors participants certify, by submission of its/their proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 - (ii) Where the prospective subcontractors, sub-subcontractors participants are unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this proposal.
- (5) This clause applies to those second parties who are or will be responsible for compliance with the terms of the American with Disabilities Act of 1990 ("Act"), Public Law 101-336, during the term of the Agreement. The Second Party represents that it is familiar with the terms of this Act and that it is in compliance with the Act. Failure of the Second Party to satisfy this standard as the same applies to performance under this Agreement, either now or during the term of the Agreement as it may be amended, will render the Agreement voidable at the option of the State upon notice to the Second Party. The Second Party warrants that it will hold the State harmless and indemnify the State from any liability which may be imposed upon the State as a result of any failure of the Second Party to be in compliance with this Act, as the same applies to performance under this Agreement.
- (6) When the Second Party receives State or Federal funds it shall incorporate the "Connecticut Required Contract/Agreement Provisions, Specific Equal Employment Opportunity Responsibilities" (SEEOR), dated March 3, 2009, as set forth in Exhibit B, Schedule 3 (attached herewith and incorporated by reference), as may be amended from time to time, as a material term of any contracts/agreements it enters into with its contractors, consulting engineers or other vendors, and shall require the contractors, consulting engineers or other vendors to include this requirement in any of its subcontracts. The Second Party shall also attach a copy of the SEEOR, as part of any contracts/agreements with contractors, consulting engineers or other vendors and require that the contractors, consulting engineers or other vendors attach the SEEOR to its subcontracts.

Schedule 1

TITLE VI ASSURANCES FOR DEEDS, LICENSES, LEASES, PERMITS OR SIMILAR INSTRUMENTS

The following clauses shall be included in deeds, licenses, leases, permits, or similar instruments entered into (a) for the subsequent transfer of real property acquired or improved with federal financial assistance, and (b) for the construction or use of or access to space on, over, or under real property acquired or improved with federal financial assistance.

1. The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself/herself, his/her personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a United States Department of Transportation (USDOT) program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, entitled "Nondiscrimination in Federally Assisted Programs of the Department of Transportation," and as said Regulations may be amended.

2. The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself/herself, his/her personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that: (1) no person on the grounds of race, color, national origin, sex, age, or disability shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, national origin, sex, age, or disability shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and (3) the (grantee, licensee, lessee, permittee, etc.) shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, entitled "Nondiscrimination in Federally Assisted Programs of the Department of Transportation," and as said Regulations may be amended.

Enforcement

The Department expects that all employees will comply with all laws and policies regarding ethical conduct. Violations of the law may subject an employee to sanctions from agencies or authorities outside the DOT. Whether or not another agency or authority imposes such sanctions, the Department retains the independent right to review and respond to any ethics violation or alleged ethics violation by its employees. Violations of this policy or ethics statutes, as construed by the DOT, may result in disciplinary action up to and including dismissal from State service.

Prohibited Activities

1. *Gifts:* DOT employees (and in some cases their family members) are prohibited by the Code of Ethics and this Policy from accepting a gift from anyone who is: (1) doing business with, or seeking to do business with, the DOT; (2) directly regulated by the DOT; (3) prequalified as a contractor pursuant to Conn. Gen. Stat. §4a-100 by the Commissioner of the Department of Administrative Services (DAS); or (4) known to be a registered lobbyist or a lobbyist's representative. These four categories of people/entities are referred to as "restricted donors." A list of registered lobbyists can be found on the web site of the Office of State Ethics (www.ct.gov/ethics/site/default.asp). A list of prequalified consultants and contractors, *i.e.*, those seeking to do business with the DOT, can be found on the DOT's Internet site under "Consultant Information" and "Doing Business with ConnDOT," respectively.

The term "gift" is defined in the Code of Ethics for Public Officials, Conn. Gen. Stat. §1-79(e), and has numerous exceptions. For example, one exception permits the acceptance of food and/or beverages valued up to \$50 per calendar year from any one donor and consumed on an occasion or occasions while the person paying or his representative is present. Therefore, such food and/or beverage is not a "gift." Another exception permits the acceptance of items having a value up to ten dollars (\$10) provided the aggregate value of all things provided by the donor to the recipient during a calendar year does not exceed fifty dollars (\$50). Therefore, such items are not a "gift." Depending on the circumstances, the "donor" may be an individual if the individual is bearing the expense, or a donor may be the individual's employer/group if the individual is passing the expense back to the employer/group he/she represents.

This policy requires DOT employees to immediately return any gift (as defined in the Code of Ethics) that any person or entity attempts to give to the employee(s). If any such gift or other item of value is received by other than personal delivery from the subject person or entity, the item shall be taken to the Office of Human Resources along with the name and address of the person or entity who gave the item. The Office of Human Resources, along with the recipient of the item of value, will arrange for the donation of the item to a local charity (e.g., Foodshare, local soup kitchens, etc.). The Office of Human Resources will then send a letter to the gift's donor advising the person of the item's donation to charity and requesting that no such gifts be given to DOT employees in the future.

2. *Contracting for Goods or Services for Personal Use With Department Contractors, Consultants, or Vendors:* Executive Order 7C provides that: "Appointed officials and state employees in the Executive Branch are prohibited from contracting for goods and services, for personal use, with any person doing business with or seeking business with his or her agency, unless the goods or services are readily available to the general public for the price which the official or state employee paid or would pay."

3. ***Gift Exchanges Between Subordinates and Supervisors/Senior Staff:*** A recent change in the Code of Ethics prohibits exchanges of gifts valued at \$100 or more between (*i.e.*, to and from) supervisors and employees under their supervision. The Citizen's Ethics Advisory Board has advised that: (1) the monetary limit imposed by this provision is a per-gift amount; (2) gifts given between supervisors and subordinates (or vice versa) in celebration of a "major life event," as defined in the Code of Ethics, need not comply with the \$100 limit; and (3) the limitations imposed by this provision apply to a direct supervisor and subordinate and to any individual up or down the chain of command. The Citizen's Ethics Advisory Board has also advised that supervisors or subordinates may not pool their money to give a collective or group gift valued at \$100 or more, even though each of the individual contributions is less than \$100.
4. ***Acceptance of Gifts to the State:*** A recent change to the Code of Ethics for Public Officials modified the definition of the term "gift" to limit the application of the so-called "gift to the State" exception. In general, "gifts to the State" are goods or services given to a State agency for use on State property or to support an event and which facilitate State action or functions. Before accepting any benefit as a "gift to the State," DOT employees should contact the Ethics Compliance Officer.
5. ***Charitable Organizations and Events:*** No DOT employee shall knowingly accept any gift, discount, or other item of monetary value for the benefit of a charitable organization from any person or entity seeking official action from, doing or seeking business with, or conducting activities regulated by, the Department.
6. ***Use of Office/Position for Financial Gain:*** DOT employees shall not use their public office, position, or influence from holding their State office/position, nor any information gained in the course of their State duties, for private financial gain (or the prevention of financial loss) for themselves, any family member, any member of their household, nor any "business with which they are associated." In general, a business with which one is associated includes any entity of which a DOT employee or his/her immediate family member is a director, owner, limited or general partner, beneficiary of a trust, holder of 5 percent or more stock, or an officer (president, treasurer, or executive or senior vice president). DOT employees shall not use or distribute State information (except as permitted by the Freedom of Information Act), nor use State time, personnel, equipment, or materials, for other than State business purposes.
7. ***Other Employment:*** DOT employees shall not engage in, nor accept, other employment that will either impair their independence of judgment with regard to their State duties or require or induce them to disclose confidential information gained through their State duties.

Any DOT employee who engages in or accepts other employment (including as an independent contractor), or has direct ownership in an outside business or sole proprietorship, shall complete an Employment/Outside Business Disclosure Form (see attached) and submit it to the Department's Human Resources Administrator. Disclosure of other employment to the DOT Human Resources Administrator shall not constitute approval of the other employment for purposes of the Code of Ethics for Public Officials.

Inquiries concerning the propriety of a DOT employee's other employment shall be directed to the Office of State Ethics to assure compliance with the Code of Ethics for Public Officials. Employees anticipating accepting other employment as described above should give ample time (at least one month) to the Office of State Ethics to respond to such outside employment inquiries. No employee of the DOT shall allow any private obligation of employment or enterprise to take precedence over his/her responsibility to the Department.

8. ***Outside Business Interests:*** Any DOT employee who holds, directly or indirectly, a financial interest in any business, firm, or enterprise shall complete an Employment/Outside Business Disclosure Form (see attached) and submit it to the Department's Human Resources Administrator. An indirect financial interest includes situations where a DOT employee's spouse has a financial interest in a business, firm, or enterprise. A financial interest means that the employee or his spouse is an owner, member, partner, or shareholder in a non-publicly traded entity. Disclosure of such outside business interests to the DOT Human Resources Administrator shall not constitute approval of the outside business interest under this Policy or the Code of Ethics for Public Officials. DOT employees shall not have a financial interest in any business, firm, or enterprise which will either impair their independence of judgment with regard to their State duties or require or induce them to disclose confidential information gained through their State duties. Inquiries concerning the propriety of a DOT employee's outside business interests shall be directed to the Office of State Ethics to assure compliance with the Code of Ethics for Public Officials.
9. ***Contracts With the State:*** DOT employees, their immediate family members, and/or a business with which a DOT employee is associated, may not enter into a contract with the State, other than pursuant to a court appointment, valued at \$100 or more unless the contract has been awarded through an open and public process.
10. ***Sanctioning Another Person's Ethics Violation:*** No DOT official or employee shall counsel, authorize, or otherwise sanction action that violates any provision of the Code of Ethics.
11. ***Certain Persons Have an Obligation to Report Ethics Violations:*** If the DOT Commissioner, Deputy Commissioner, or "person in charge of State agency procurement" and contracting has reasonable cause to believe that a person has violated the Code of Ethics or any law or regulation concerning ethics in State contracting, he/she must report such belief to the Office of State Ethics. All DOT employees are encouraged to disclose waste, fraud, abuse, and corruption about which they become aware to the appropriate authority (see also Policy Statement EX.O.-23 dated March 31, 2004), including, but not limited to, their immediate supervisor or a superior of their immediate supervisor, the DOT Office of Management Services, the Ethics Compliance Officer, the Auditors of Public Accounts, the Office of the Attorney General, or the Office of the Chief State's Attorney.
12. ***Post-State Employment Restrictions:*** In addition to the above-stated policies of the Department, DOT employees are advised that the Code of Ethics for Public Officials bars certain conduct by State employees *after they leave State service. Upon leaving State service:*
 - ***Confidential Information:*** DOT employees must never disclose or use confidential information gained in State service for the financial benefit of any person.
 - ***Prohibited Representation:*** DOT employees must never represent anyone (other than the State) concerning any "particular matter" in which they participated personally and substantially while in State service and in which the State has a substantial interest.

DOT employees also must not, for one year after leaving State service, represent anyone other than the State for compensation before the DOT concerning a matter in which the State has a substantial interest. In this context, the term "represent" has been very broadly defined. Therefore, any former DOT employee contemplating post-State employment work that might involve interaction with any bureau of DOT (or any Board or Commission administratively under the DOT) within their first year after leaving State employment should contact the DOT Ethics Compliance Officer and/or the Office

of State Ethics.

- *Employment With State Vendors:* DOT employees who participated substantially in, or supervised, the negotiation or award of a State contract valued at \$50,000 or more must not accept employment with a party to the contract (other than the State) for a period of one year after resigning from State service, if the resignation occurs within one year after the contract was signed.

13. *Ethical Considerations Concerning Bidding and State Contracts:* DOT employees also should be aware of various provisions of Part IV of the Code of Ethics that affect any person or firm who: (1) is, or is seeking to be, prequalified by DAS under Conn. Gen. Stat. §4a-100; (2) is a party to a large State construction or procurement contract, or seeking to enter into such a contract, with a State agency; or (3) is a party to a consultant services contract, or seeking to enter into such a contract, with a State agency. These persons or firms shall not:

- With the intent to obtain a competitive advantage over other bidders, solicit any information from an employee or official that the contractor knows is not and will not be available to other bidders for a large State construction or procurement contract that the contractor is seeking;
- Intentionally, willfully, or with reckless disregard for the truth, charge a State agency for work not performed or goods not provided, including submitting meritless change orders in bad faith with the sole intention of increasing the contract price, as well as falsifying invoices or bills or charging unreasonable and unsubstantiated rates for services or goods to a State agency; and
- Intentionally or willfully violate or attempt to circumvent State competitive bidding and ethics laws.

Firms or persons that violate the above provisions may be deemed a nonresponsible bidder by the DOT.

In addition, no person with whom a State agency has contracted to provide consulting services to plan specifications for any contract, and no business with which such person is associated, may serve as a consultant to any person seeking to obtain such contract, serve as a contractor for such contract, or serve as a subcontractor or consultant to the person awarded such contract.

DOT employees who believe that a contractor or consultant may be in violation of any of these provisions should bring it to the attention of their manager.

Training for DOT Employees

A copy of this policy will be posted throughout the Department, and provided to each employee either in hard copy or by e-mail. As set forth above, State law requires that certain employees involved in contractor/consultant/vendor selection, evaluation, or supervision must undergo annual ethics training coordinated or provided by the Ethics Compliance Officer. If you believe your duties meet these criteria, you should notify your Bureau Chief to facilitate compilation of a training schedule. In addition, the DOT Ethics Compliance Officer can arrange for periodic ethics training provided by the Office of State Ethics. Finally, the Department will make available, on its web site or otherwise, a copy of this policy to all vendors, contractors, and other business entities doing business with the Department.

Important Ethics Reference Materials

It is strongly recommended that every DOT employee read and review the following:

- Code of Ethics for Public Officials, Chapter 10, Part 1, Conn. General Statutes Sections 1-79 through 1-89a found at: www.ct.gov/ethics/site/default.asp
- Ethics Regulations Sections 1-81-14 through 1-81-38, found at: www.ct.gov/ethics/site/default.asp
- The Office of State Ethics web site includes summaries and the full text of formal ethics advisory opinions interpreting the Code of Ethics, as well as summaries of previous enforcement actions: www.ct.gov/ethics/site/default.asp. DOT employees are strongly encouraged to contact the Department's Ethics Compliance Officer or her designee, or the Office of State Ethics with any questions or concerns they may have.

(This Policy Statement supersedes Policy Statement No. F&A-10 dated January 6, 2006)

Ralph J. Carpenter
COMMISSIONER

Attachment

List 1 and List 3

(Managers and supervisors are requested to distribute a copy of this Policy Statement to all employees under their supervision.)

cc: Office of the Governor, Department of Administrative Services, Office of State Ethics

**CONNECTICUT REQUIRED CONTRACT/AGREEMENT PROVISIONS
SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES**

1. **General:**

a) Equal employment opportunity requirements not to discriminate and to take affirmative action to assure equal employment opportunity as required by Executive Order 11246, Executive Order 11375 are set forth in Required Contract Provisions (Form PR-1273 or 1316, as appropriate) and these Special Provisions which are imposed pursuant to Section 140 of Title 23 U.S.C., as established by Section 22 of the Federal-Aid Highway Act of 1968. The requirements set forth in these Special Provisions shall constitute the specific affirmative action requirements for project activities under this contract and supplement the equal employment opportunity requirements set forth in the Required Contract Provisions.

b) "Company" refers to any entity doing business with the Connecticut Department of Transportation and includes but is not limited to the following:

Contractors and Subcontractors
Consultants and Subconsultants
Suppliers of Materials and Vendors (where applicable)
Municipalities (where applicable)
Utilities (where applicable)

c) The Company will work with the Connecticut Department of Transportation (ConnDOT) and the Federal Government in carrying out equal employment opportunity obligations and in their review of his/her activities under the contract.

d) The Company and all his/her subcontractors or subconsultants holding subcontracts not including material suppliers, of \$10,000 or more, will comply with the following minimum specific requirement activities of equal employment opportunity: (The equal employment opportunity requirements of Executive Order 11246, as set forth in volume 6, Chapter 4, Section 1, subsection 1 of the Federal-Aid Highway Program Manual, are applicable to material suppliers as well as contractors and subcontractors.) The company will include these requirements in every subcontract of \$10,000 or more with such modification of language as necessary to make them binding on the subcontractor or subconsultant.

2. **Equal Employment Opportunity Policy:**

The Company will develop, accept and adopt as its operating policy an Affirmative Action Plan utilizing the ConnDOT Affirmative Action Plan Guideline. This Plan shall be designed to further the provision of equal employment opportunity to all persons without regard to their race, color, religion, sex or national origin, and to promote the full realization of equal employment opportunity through a positive continuation program.

3. **Equal Employment Opportunity Officer:**

The Company will designate and make known to ConnDOT contracting officers an Equal Employment Opportunity Officer (hereinafter referred to as the EEO Officer) who will have the responsibility for and must be capable of effectively administering and promoting an active equal employment opportunity program and who must be assigned adequate authority and responsibility to do so.

4. **Dissemination of Policy:**

a. All members of the Company's staff who are authorized to hire, supervise, promote and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the Company's equal employment opportunity policy and contractual responsibilities to provide equal employment opportunity in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

(1) Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the Company's equal employment opportunity policy and its implementation will be reviewed and explained. The meeting will be conducted by the EEO Officer or other knowledgeable company official.

(2) All new supervisor or personnel office employees will be given a thorough indoctrination by the EEO Officer or other knowledgeable company official, covering all major aspects of the Company's equal employment opportunity obligations within thirty days following their reporting for duty with the Company.

(3) All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer or appropriate company official in the Company's procedures for locating and hiring minority group employees.

b. In order to make the Company's equal employment opportunity policy known to all employees, prospective employees and potential sources of employees, i.e., schools, employment agencies, labor unions (where appropriate), college placement officers, etc., the Company will place their equal employment opportunity policy in areas readily accessible to employees, applicants for employment and potential employees. The Company will bring the equal opportunity policy to the attention of employees through meetings, employee handbooks, or other appropriate means.

5. **Recruitment:**

a. When advertising for employees, the Company will include in all advertisements the notation: "An Equal Opportunity Employer". All such advertisements will be published in newspapers or other publications having a large circulation among minority groups in the area from which the project workforce would normally be derived. The Company shall comply with this provision and the recruitment requirements outlined in their ConnDOT approved Affirmative Action Plan.

b. The Company will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants, including, but not limited to, State employment agencies, schools, colleges and minority group organizations. To meet this requirement, the Company will, through his/her EEO Officer, identify sources of potential minority group employees, and establish with such identified sources, procedures whereby minority group employees, and applicants may be referred to the Company for employment consideration.

In the event that the Company has a valid bargaining agreement providing for exclusive hiring hall referrals, he/she is expected to observe the provisions of that agreement to the extent that the system permits the Company's compliance with equal employment opportunity contract provisions. (The U.S. Department of Labor has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the Company to do the same, such implementation violates Executive Order 11246, as amended.)

c. The Company will encourage his/her present employees to refer minority group applicants for

employment by posting appropriate notices or bulletins in areas accessible to all such employees. In addition, information and procedures with regard to referring minority group applicants will be discussed with employees.

6. **Personnel Actions:**

Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoffs, and termination, shall be taken without regard to race, color, religion, sex, or national origin, etc. The company's personnel actions shall comply with this provision and the requirements outlined in their ConnDOT approved Affirmative Action Plan.

- a. The Company will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
- b. The Company will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
- c. The Company will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the Company will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
- d. The general contract provision entitled A(76) Affirmative Action Requirements is made part of this document by reference.

7. **Training and Promotion:**

- a. The Company will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.
- b. Consistent with the Company's work force requirements and as permissible under Federal and State regulations, the Company shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event the Training Special Provision is provided under this contract, this subparagraph will be superseded.
- c. The Company will advise employees and applicants for employment of available training programs and the entrance requirements for each.
- d. The Company will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

8. **Unions:**

If the Company relies in whole or in part upon unions as a source of employees, the Company will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the Company either directly or through a contractor's association acting as agent will include the procedures set forth below:

- a. The Company will use best efforts to develop, in cooperation with the unions, joint training programs

aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

b. The Company will use best efforts to incorporate an Equal Opportunity clause into each union agreement to the extent that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex or national origin.

c. The Company is to obtain information as to the referral practices and policies of the labor union except to the extent that such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the Company, the Company shall so certify to the Connecticut Department of Transportation (ConnDOT) and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the Company with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the Company will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The United States Department of Labor has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the Company from meeting the obligations under Executive Order 11246 as amended, and these special provisions, such Company shall immediately notify ConnDOT.

9. **Subcontracting:**

a. The Company will use his/her best efforts to solicit bids from and to utilize minority group subcontractors, or subcontractors with meaningful minority group and female representation among their employees. Companies shall obtain lists of minority-owned construction firms from the Division of Contract compliance.

b. The Company will use its best efforts to ensure subcontractor compliance with their equal employment opportunity obligations.

10. **Records and Reports:**

a. The Company will keep such records as are necessary to determine compliance with equal employment opportunity obligations. The records kept by the Company will be designed to indicate:

1. The number of minority and non-minority group members and women employed in each classification on the project;
2. The progress and efforts being made in cooperation with unions to increase employment opportunities for minorities and women; (applicable only to contractors who rely in whole or in part on unions as a source of their work force),
3. The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and
4. The progress and efforts being made in securing the services of minority group subcontractors, or subcontractors with meaningful minority and female representation among their employees.

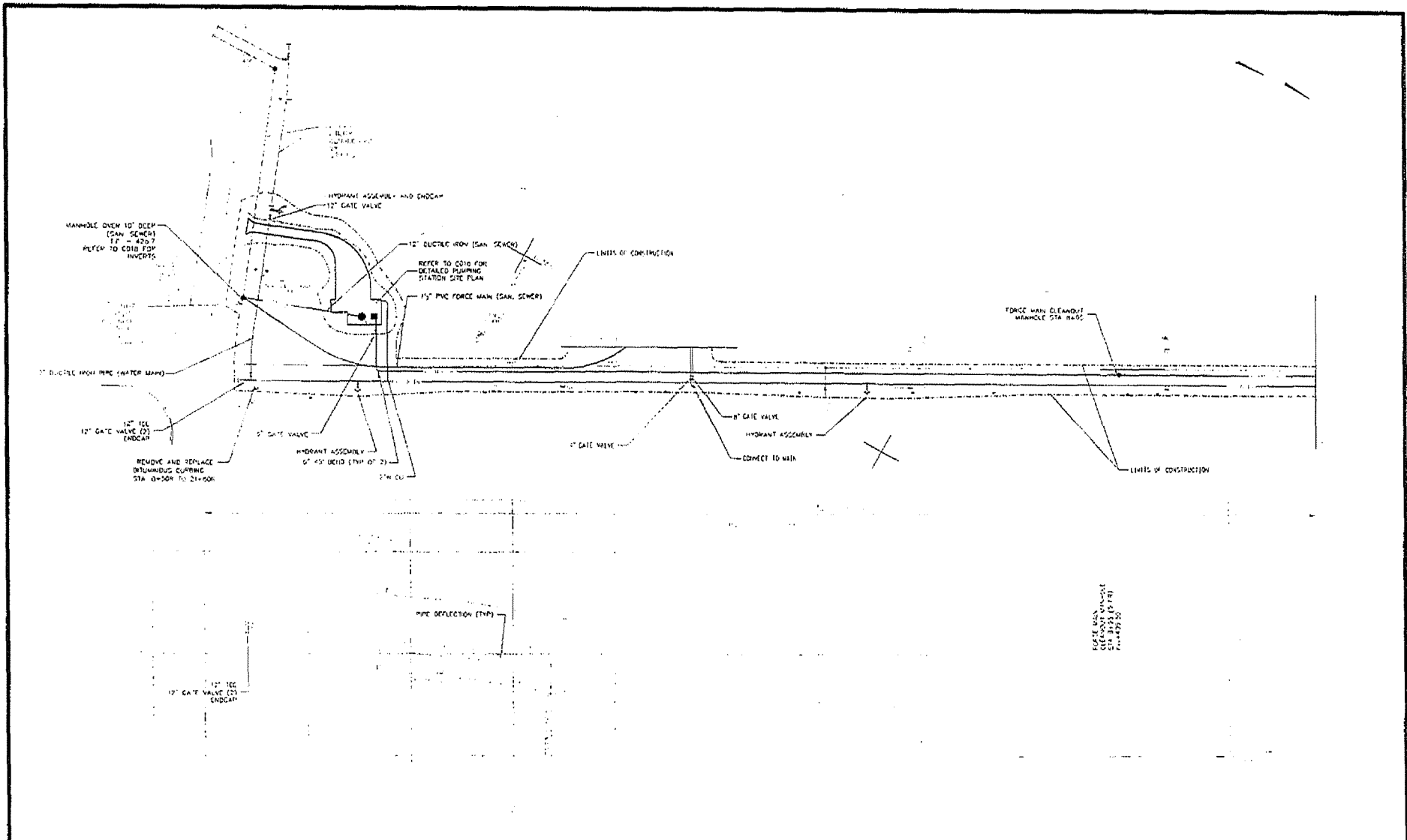
b. All such records must be retained for a period of three years following completion of the contract work

and shall be available at reasonable times and places for inspection by authorized representatives of ConnDOT and the Federal Highway Administration.

c. The Company will submit an annual report to ConnDOT each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form PR 1391. If on-the-job training is being required by "Training Special Provision", the Company will be required to furnish Form FHWA 1409.

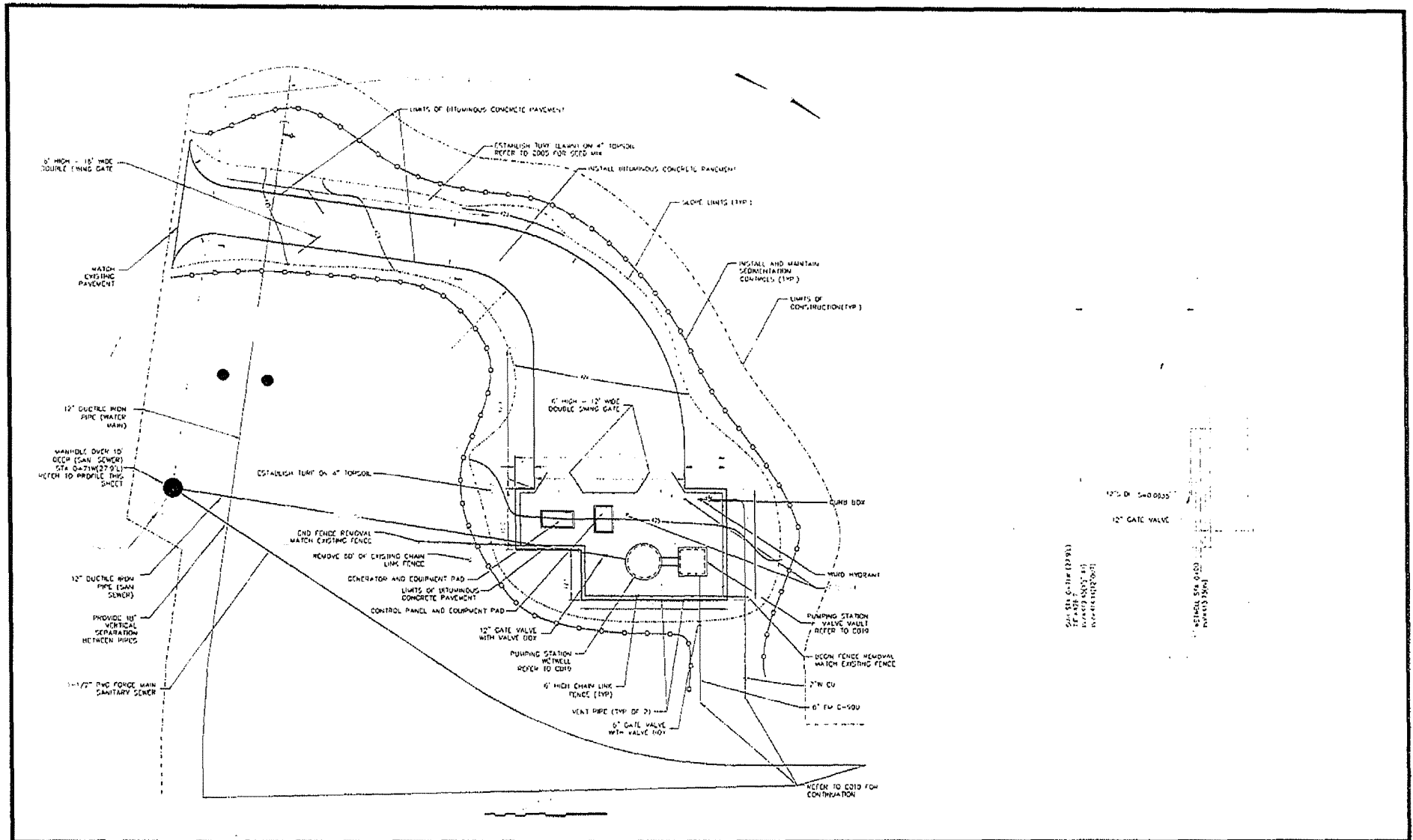
11. **Affirmative Action Plan**

Companies with contracts, agreements or purchase orders valued at \$10,000 or more will submit a ConnDOT Affirmative Action Plan.



FORCE MAIN CLEANOUT
 MANNHOLE STA 485.0
 SEE CD 18

THE INFORMATION INCLUDING ESTIMATED QUANTITIES OF WORK SHOWN ON THESE SHEETS IS BASED ON LIMITED INVESTIGATIONS BY THE STATE AND IS IN NO WAY WARRANTED TO INDICATE THE CONDITIONS OF ACTUAL QUANTITIES OF WORK WHICH WILL BE REQUIRED.	SCALE IN FEET 1" = 40'	STATE OF CONNECTICUT DEPARTMENT OF TRANSPORTATION ENGINEER THEODORE W. M'CALLISTER, P.E.	OFFICE OF ENGINEERING PROJECT FILE	CONSTRUCTION OF REPAIR AND ELECTRICAL FACILITY	TOWN COLCHESTER	SHEET NO. 28-103
	DATE 3/20/72	DESIGNER THEODORE W. M'CALLISTER, P.E.	CHECKED BY [Signature]	DRAWING NO. UTILITY ROADWAY - 1	SHEET NO. 13	



SEE SHEET C-114 (22983)
 FOR PUMP STATION
 ELECTRICAL AND
 MECHANICAL DETAILS



DATE: 11/14/12
 DRAWN BY: M. WILSON
 CHECKED BY: J. WILSON

THE INFORMATION INCLUDING ESTIMATED QUANTITIES OF WORK, SHOWN ON THIS SHEET IS BASED ON LIMITED INVESTIGATIONS BY THE STATE AND IS NOT TO BE RELIED UPON TO INDICATE THE FOUNDATIONS OF ACTUAL QUANTITIES OF WORK WHICH WILL BE REQUIRED.

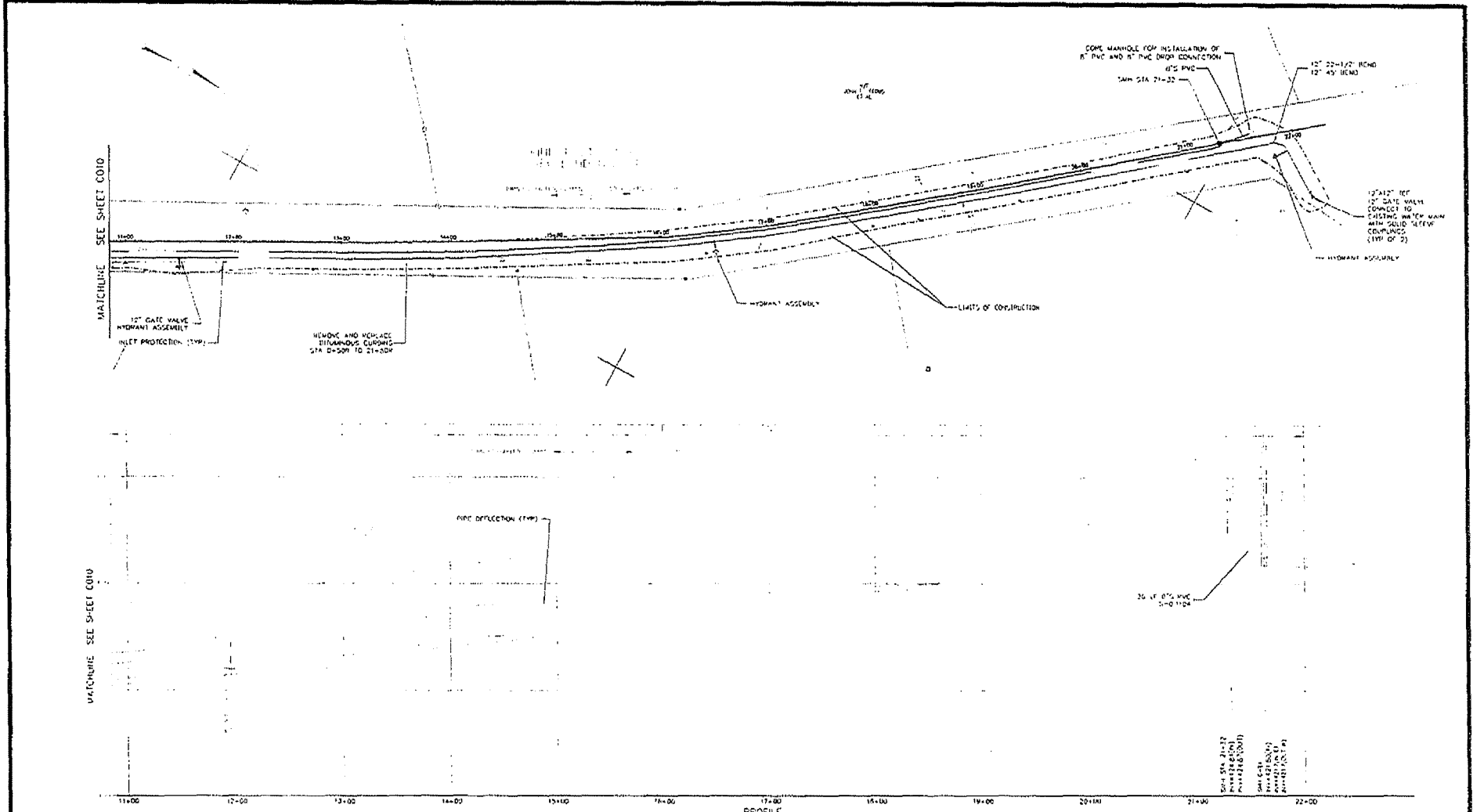
SCALE AS NOTED

STATE OF CONNECTICUT
 DEPARTMENT OF TRANSPORTATION
 ENGINEER'S OFFICE OF ENGINEERING
 SUPERVISOR: THEODORE H. NEZAMIS, P.E.
 DATE: 27.08.12



CONSTRUCTION OF REPAIR AND ELECTRICAL FACILITY

PROJECT:	COLCHESTER	PROJECT NO.:	28-183
CONTRACT NO.:		CONTRACT NO.:	C010
CONTRACT TITLE:	PUMP STATION PLAN	SHEET NO.:	21



THE INFORMATION INCLUDING ESTIMATED QUANTITIES OF WORK SHOWN ON THIS SHEET IS BASED ON LIMITED INVESTIGATIONS BY THE STATE AND IS NOT TO BE CONSIDERED TO INDICATE THE CONDITIONS OF ACTUAL QUANTITIES OF WORK WHICH WILL BE REQUIRED.	DATE: _____ SCALE: 1" = 4' VERT 1" = 40' HORIZ	STATE OF CONNECTICUT DEPARTMENT OF TRANSPORTATION ENGINEER: OFFICE OF ENGINEERING ARCHITECT: THEODORE N. NEWMAN, P.E.	OFFICE OF ENGINEERING 	PROJECT TITLE: CONSTRUCTION OF REPAIR AND ELECTRICAL FACILITY	LOCATION: COLCHESTER	DRAWING NO.: 28-183
	SHEET NO.: _____ TOTAL SHEETS: _____	CONTRACT NO.: _____ DATE: 2/2/84	DIVISION: _____ PROJECT NO.: _____	SHEET NO.: _____ TOTAL SHEETS: _____	SHEET TITLE: UTILITY ROADWAY - 2	SHEET NO.: _____ TOTAL SHEETS: _____

Adam Turner

From: Waleszczyk, John W <John.Waleszczyk@ct.gov>
Sent: Tuesday, April 09, 2013 12:35 PM
To: Adam Turner
Subject: RE: Scanned document
Attachments: Encroachment Agreement Municipality (AG) (6).doc

Adam,

We interpret pump station as the gate, paving fencing, etc. So I believe it can stay as is. Attached is the word file if you need to print out any clean pages. Please return the two copies sent signed with the required supporting documents.

Thank you,

John Waleszczyk
Transportation Supervising Engineer-Facilities Design
Connecticut Department of Transportation
2800 Berlin Turnpike
Newington, CT 06111
P:860-594-3300
F:860-594-3375

From: Adam Turner [<mailto:planner@colchesterct.gov>]
Sent: Tuesday, April 09, 2013 11:17 AM
To: Waleszczyk, John W
Subject: FW: Scanned document

Here is scanned document.. jim would like this added to all references in Exhibit A that grant the town maintenance responsibility..

If you have any comments.. let us know

adam

From: Gail Therian
Sent: Tuesday, April 09, 2013 11:13 AM
To: Adam Turner
Subject: Scanned document

Adam, here is the document you wanted.

Gail N. Therian
Land Use Assistant
Planning & Zoning Dept.
Town of Colchester

Town of Colchester Interoffice Memorandum

To: Gregg Schuster, First Selectman
From: James Paggioli, L.S., Director of Public Works
CC:
Date: 4/12/13
Re: Recommended Sewer and Water Budget FY 13-14 for BOS adoption.

On April 10, 2013, The Sewer and Water Commission held a Public Hearing for comment on the Proposed Sewer and Water Budget for FY 13-14. Following the Public Hearing, at the Regular Meeting of the Sewer and Water Commission, the Commission passed a motion for recommendation of adoption to the Board of Selectmen, for the proposed Sewer and Water Commission Fiscal Year 2013-2014 Operating Budget. Minutes of the Public Hearing and Regular Meeting are attached.

The Budget reflects a zero percent rate increase for water and sewer usage rates from the existing FY 12-13 budget. This is the third consecutive annual budget that does not increase rates to our customers during these economically challenging times. Additionally, service fees have remained the same as the previous budget also. The Operation Budget for The Water Department totals \$ 928,145 and the Sewer Operation budget totals \$ 850,362. The budget and fee schedules are attached herein also.

Proposed Motion: Where as the Town of Colchester Sewer and Water Commission forwarded and recommended the 2013-2014 Fiscal Year Sewer and Water Commission Operating Budget to the Board of Selectmen; The Board of Selectmen hereby adopt said Operating Budget as recommended and submitted by the Sewer and Water Commission Budget at their meeting on April 10, 2013.



Colchester Sewer and Water Commission

Minutes of the April 10, 2013 Public Hearing

Municipal Office Complex
Colchester, Connecticut

Members Present: R. LeMay, R. Jones, R. Peter, S. Coyle, K.Fagnoli

Members Absent: S. Durel, T. Tripodi, R. Silberman

Others Present: R. Tarlov (BOF Liason) J.Paggioli (Public Works)

1. **Call to Order-** Chairman LeMay called the Public Hearing to order at 7:05 p.m.
2. **Fiscal Year Operating Budgets FY 13-14 -** Chairman LeMay opened the discussion of the budget presented to the members for any questions or concerns. As presented the proposed budget is a zero rate increase from the existing FY 12-13 budget for both Water and Sewer Operational Budgets. No concerns were brought forward by the members of the Commission.
3. **Public Comment –** None. Note: No members of the Public attended the Public Hearing.
4. **Adjourn -** Motion to close the Public Hearing and Adjourn from the Public Hearing was made by S.Coyle, seconded by R. Peter; Motion passed 5-0. Chairman LeMay adjourned the Public Hearing at 7:07 p.m.

Respectfully submitted,
James Paggioli, L.S.



Colchester Sewer and Water Commission

Minutes of the April 10, 2013 Regular Monthly Meeting Municipal Office Complex Colchester, Connecticut

Members Present: R. LeMay, R. Jones, K. Fagnoli, S. Coyle, Robert Peter
Members Absent: T. Tripodi, R. Silberman, S. Durel
Others Present: R. Tarlov (BOF liaison), J.Paggioli (Public Works)

1. **Call to Order-** Chairman LeMay called the meeting to order at 7:08 p.m.
2. **Additions to the Agenda** – None.
3. **Approval of the Sewer and Water Commission March 13, 2013 Regular Monthly Meeting Minutes** – Motion to approve the minutes of the March 13, 2013 regular monthly meeting as amended by R. Peter (Alexander Road should read Alexander Drive under main breaks) , by S. Coyle, second by R. Peter; Motion approved 4-0 (K.Fagnoli abstained)
4. **Citizen's Comments** - None
5. **Subcommittee Reports**
 - A. **Finance – Transfers, Monthly financial reports, Quarterly billing, Disputes, other**

Transfers – See Attached Sheets. The transfers submitted for approval on the Water portion of the budget, involve the transferring monies to line item “Professional Services” Water from Legal, Postage, Vehicle Maintenance, and Contingency for the Redevelopment of Well 5A and the rebuild and cleaning of the pump for Well 5A. the work was conducted by the Steven Church Company and has been successfully completed. The Well is presently operating at the same capacity as when newly constructed. The ability to conduct the work within the operating budget and with two items addressed simultaneously resulted in a savings of approximately \$3,500 and has left Capital Funds intact.

Required Motion was made to approve the following fund Water Budget Fund Transfers:

From:	To:	Amount:
4003210-50900 Contingency	4003210-44208 Professional Services	\$6,883.00
4003210-44203 Legal	4003210-44208 Professional Services	\$1,500.00
4003210-44217 Postage	4003210-44208 Professional Services	\$1,500.00
4003210-46390 Vehic. Maint.	4003210-44208 Professional Services	\$1,000.00

Motion submitted by R.Jones, Seconded by S.Coyle, Vote: 5-0 (Abstained:0)

Dispute –Request for Sewer Credits – 143 Norwich Avenue, Flynn. Mr. Paggioli noted that Mr. Flynn has scheduled a profile for the premises and that the issue would be resolved at the next meeting. No further action taken.

Monthly Financials – Monthly financials were distributed and discussed.

Quarterly Billing –As of 3/31/13 we have collected 73.35% of the projected budget and we have billed out 73.5% of the “projected”. Including the April 1, 2013 billing we have billed out 96.8 % of the projected budget.

B. Budget Discussion.

Motion: The Sewer and Water Commission hereby recommend to the Board of Selectmen the Proposed Operational Sewer and Water Budget for FY13-14 as presented for approval and adoption. The Water portion totaling \$ 928,145 and Sewer portion totaling \$850,362. The budget as presented reflects a zero percent increase from the existing rates for Sewer and Water services for FY 13-14.

Motion by S.Coyle, Seconded by R. Peter. Vote:5-0-0

6. Water Activities

A. Water Activities Report – J. Paggioli reported activities performed since the last meeting include: NOTE: Ms. Susan Badrick the Financial Manager has accepted another position within the Finance Department within the Town of Colchester and submitted her resignation effective May 3, 2013. Mr. Paggioli will post the position in order to re-fill the position. Ms Badrick has provided exceptional service to the staff, public and Commission and her talents will be missed.

- 1) Service Work: Mark outs, Finals, Multiple Profiles were conducted by staff. Quarterly bills were sent out, and re-reads.
- 2) New Developments: 3 connections at Northwoods.
- 3)Taintor Hill Treatment Plant: Well 5A – Redevelopment and Pump removal and Cleaning of Build up that had reduced capacity in the system. Church provided a 15% discount on the work if the redevelopment could occur while the pump was removed for service. Testing was conducted on Well 5 as a precaution. Well 4 and 3 are presently maintaining the system from 3-8-13 until 3-16-13. Capacity is being met by prolonging run time. Well 5A is expected to be back on line on 3-

15-13 with bac. Testing being preformed. See Photos. Costs for the work can be accommodated within the various operating budget line items with transfers to professional services.

4) Well No. 4- Pilot Filter installed and monitoring.

5) Multiple Cross-connection surveys were completed in accordance with State regulations. There has been some educational issues within our commercial customers with the requirement for cross connection surveys.

6) 50% complete mapping project for Well 3A potential site at plant.

7) Monthly Water Quality Sampling- No issues.

8) Mainbreaks: 0 Shutoffs: 12

9) Staff replaced one of the Blower motor units of the air-stripper unit. The next replacement is scheduled for next fiscal year.

B. Water Projects Status –

1) Well 5A has been successfully redeveloped and the pump cleaned for deposits that were limiting pump capacity. Staff has adapted Well 3 and 5A operation schedule in order to maximize Well / Pump life for the system.

2) Blower Motor Fan Units – Air Stripper Tower –Staff replaced one of the two Blower Units. The other is scheduled for replacement in the next fiscal year. Upon inspection it was noted than fine metallic materials were collected at the bottom of the unit, due to the bearings of the motor shaft being worn. Performance of the replaced unit is noticeable improved. Estimated cost was \$7,000 and was paid from the Operational Budget.

7. Sewer Activities

A. Joint Facilities Report – The Rotary Drum Thickener: Awaiting grant application results from State OPM. Grit separator breakdown at the plant reported 2/12/13. Grit Separator replacement work in process, with component parts being manufactured from the removed actual parts.

B. Sewer Activities Report –Upon review of annual flow numbers, there appears to be an issue with calibration of the Prospect Hill Pump Station meter. Mr. Paggioli witnesses the malfunctioning meter. On 3/18/13 meter receiving unit was attempted to be relocated from above pump two. Interference was still claimed to be causing the exterior monitoring sensors to be inaccurate. Exterior pipe sensing has been deemed to be inferior to the original in-line meter. The original in-line meter manufacturer is no longer in business. Mr. Paggioli has specified and directed that a McCrometer Ultramag inline meter be investigated and installed. The Unit was investigated by Sampson and Wesson's waste water construction division and they have indicated a 100% success rate when the unit has been installed. The meter can and has been designed and manufactured to match the existing pipe flange bolt pattern and meter length with the inclusion of 300 psi flanges. The meter can be installed in a 6-8 hour period over night without diverting flows around the pump station. Cost quoted is \$13,195. There is sufficient funding within the Operational Contingency and Equipment Repair line items to address the issue.

C. Sewer Projects Status –

- 1) Proposed Lebanon Portion of the Amston Lake sewer extension- Final Work is occurring. Lebanon has not begun the disconnects of homes yet, however it is likely that once the "main and pump station work" is completed and accepted, flows will be entering they system a small bit at a time.
- 2) Construction commenced on RT. 85 Sewer and Water Extension. RFI's

8. Old Business

A. STEAP Grant – The State DOT and Lawrence Brunoli Inc. commenced work on 9/4/12. Water Service and Fire Protection have passed tests. Construction of the Sewer Portion of the Project is anticipated to commence within the next two weeks. Maintenance agreement for the water and sewer main and pump station has been reviewed and will be forwarded to the Board of Selectmen for their next meeting.

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

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

D. Capital Planning Update.- In response to presented opportunity for long-term lease possibilities, evaluation of 3 locations were conducted. The most advantageous location is presently owned by the Town of Colchester. Further research investigation is being conducted in order to plan for required regulatory approvals. No further work conducted this month other than preparation of existing mapping for location and potential Well 3A site at plant. Staff and Director have prepared an RFP for redevelopment Well 5A. After consultation with S. Klobukowski, the priorities of the system are 1) Redevelopment of Well 5A (Completed 4/2013) ; 2) Begin Well 3 replacement project and combine with test drilling on potential sites for future source and diversion permit; 3) Recoating of Interior of Elmwood Tanks.

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

F. STEAP Grant Application – Sludge Thickener Project.

Mr. Paggioli had Mr. Susco have delivered STEAP Grant applications and Project descriptions for each of the Towns (Colchester and East Hampton) to apply for \$250,000 per town STEAP Grant for the Rotary Drum Sludge Thickener Project to the State OPM. Outlook is encouraging from OPM for approval. Awards are generally made in October-November of the application year. Awaiting Grant application awards to be announced. Projects are being announced. No warning is given to applicants prior to announcement. Staff is monitoring daily. **(Update: Staff has become aware that no further STEAP grants will be announced until the State's current budget dilemma is resolved.)**

G. Energy Performance Contract – Update. Honeywell has begun work on the Energy Performance Contract. Maggie Cosgrove is in the process of developing additional line items for "Transfer to Lease Payment" for the Water Budget. The process has been to Transfer a dollar amount equal to the guaranteed savings in order to pay for the improvements, from the existing line items that the savings will be achieved from. As such the project will remain budget neutral. The Portions of the project the impact Water facilities are scheduled to be completed within the current fiscal year so that we shall receive a full year of savings in order to meet the savings obligation.

H. FEMA Reimbursement of Hurricane Sandy – Reimbursement Request has been submitted to FEMA. Awaiting final determination and payment.

I. On Call Compensation Discussion- The Financial Manager has completed an survey of other Water Companies Compensation practices for On-Call staff. It was noted the our reimbursement rates were less than other water companies of the area. Union negotiations are beginning

9. **Adjourn** - Motion to adjourn, by S.Coyle, second by R.Jones; Motion approved 5-0. Chairman LeMay adjourned the meeting at 8:20 p.m.

Respectfully submitted,
James Paggioli, L.S.



Colchester Sewer and Water Commission

Fiscal Year 2013 – 2014

Operating Budgets

Contents:

Water Operating Budget Spreadsheet and Justification

Sewer Operating Budget Spreadsheet and Justification

Use Rates

Fees for Services

The Colchester Sewer and Water Commission will hold a Public Hearing to present and gather public comment on the proposed budget for the 2013/2014 Fiscal Year including proposed rate schedules on Wednesday, 10 April 2013 at 7:00 p.m. at the Colchester Town Hall

2013-2014 Fiscal Year Sewer and Water Commission Operating Budget

EXPENSE	11/12 ACTUAL	12/13 APPROVED BUDGET	12/13 PROJECTED BUDGET	13/14 PROPOSED BUDGET	DIFFERENCE
WATER OPERATING					
4003210 40101 Regular Payroll	\$ 265,950	\$ 281,519	\$ 280,349	\$ 291,225	\$ 9,706
4003210 40103 Overtime	\$ 29,842	\$ 24,148	\$ 24,148	\$ 26,573	\$ 2,425
4003210 40105 Contr Temp Occas	\$ -	\$ -	\$ -		\$ -
4003210 40106 Misc Payroll	\$ 2,600	\$ 2,600	\$ 2,600	\$ 5,200	\$ 2,600
4003210 41210 Employee Related Insurance	\$ 51,623	\$ 80,449	\$ 51,750	\$ 67,062	\$ (13,387)
4003210 41230 FICA & Pension	\$ 36,135	\$ 38,285	\$ 34,736	\$ 39,649	\$ 1,364
4003210 42301 Office Supplies	\$ 1,714	\$ 1,700	\$ 1,700	\$ 1,700	\$ -
4003210 42323 Prot Clothing & Safety Equipment	\$ 1,354	\$ 1,248	\$ 1,508	\$ 1,508	\$ 260
4003210 42340 Operating Supplies	\$ 74,131	\$ 79,000	\$ 79,000	\$ 79,000	\$ -
4003210 43213 Travel Training & Meetings	\$ 1,682	\$ 2,100	\$ 2,100	\$ 2,100	\$ -
4003210 43258 Dues & Subscriptions	\$ 1,514	\$ 1,468	\$ 1,807	\$ 1,918	\$ 450
4003210 44203 Legal	\$ 100	\$ 2,000	\$ 500	\$ 2,000	\$ -
4003210 44206 Municipal Insurance	\$ 12,423	\$ 12,750	\$ 12,750	\$ 13,770	\$ 1,020
4003210 44208 Professional Services	\$ 22,515	\$ 16,250	\$ 16,250	\$ 16,250	\$ -
4003210 44217 Postage	\$ 2,761	\$ 3,500	\$ 1,500	\$ 3,500	\$ -
4003210 44223 Service Contracts	\$ 8,547	\$ 9,515	\$ 9,500	\$ 9,515	\$ -
4003210 44231 Advertising	\$ 325	\$ 600	\$ 400	\$ 600	\$ -
4003210 44238 Uniform Rentals	\$ 893	\$ 884	\$ 800	\$ 884	\$ -
4003210 44244 Refunds for Overpayments	\$ -	\$ 50	\$ -	\$ 50	\$ -
4003210 44255 Refunds for Tax or Liens	\$ 220	\$ 300	\$ 200	\$ 300	\$ -
4003210 44262 Audit	\$ 5,500	\$ 5,500	\$ 4,750	\$ 5,500	\$ -
4003210 44285 Lab Fees	\$ 6,192	\$ 11,750	\$ 11,700	\$ 11,750	\$ -
4003210 45216 Telephone	\$ 5,870	\$ 5,800	\$ 6,350	\$ 6,300	\$ 500
4003210 45221 Fuel/Heating	\$ 6,922	\$ 15,000	\$ 16,500	\$ 19,500	\$ 4,500
4003210 45622 Electric	\$ 110,050	\$ 106,000	\$ 105,500	\$ 106,000	\$ -
4003210 46224 Equipment Repairs	\$ 22,801	\$ 10,000	\$ 13,000	\$ 13,000	\$ 3,000
4003210 46226 Building Repairs	\$ 4,298	\$ 5,000	\$ 4,830	\$ 5,000	\$ -
4003210 46390 Vehicle Maintenance	\$ 1,628	\$ 3,000	\$ 2,000	\$ 3,000	\$ -
4003210 48404 Machinery & Equipment		\$ -			\$ -
4003210 48416 Office Equipment	\$ 159	\$ 750	\$ 750	\$ 750	\$ -
4003210 49245 Bond Principal	\$ 154,501	\$ 134,020	\$ 134,020	\$ 111,354	\$ (22,666)
4003210 49246 Bond Interest	\$ 52,188	\$ 43,766	\$ 43,766	\$ 40,432	\$ (3,334)
4003210 49247 Bond Issuance Costs		\$ -			\$ -
4003210 50413 Transfers Out to General Fund		\$ -			\$ -
4003210 50474 Transfers Out to Capital Reserve		\$ -			\$ -
4003210 50500 Transfers to Capital Projects	\$ 96,153	\$ 20,000	\$ 20,000	\$ 20,000	\$ -
4003210 50900 Contingency	\$ -	\$ 18,903	\$ 53,381	\$ 22,754	\$ 3,851
4003210 90800 Depreciation - Buidings					\$ -
4003210 91800 Depreciation - Machinery & Equipment					\$ -
4003210 92800 Depreciation - Infrastructure					\$ -
4003210 93800 Depreciation - Improvements					\$ -
4003210 99999 GAAP Audit Adjustment					\$ -
TOTAL	\$ 933,821	\$ 937,855	\$ 938,145	\$ 928,145	\$ (9,710)

2013/2014 Water Budget Justification

- 40101 Regular Payroll - \$291,225
Public Works Director salary (50 percent of Water/Sewer portion) - \$22,552
Water Department Supervisor - \$76,520
Chief Operator Step 7 - 1 man @ \$28.40 x 8hrs. x 261 days = \$59,299
Chief Operator Step 3- 1 man @ \$25.22 x 8hrs. x 261 days = \$52,659
Operator Step 4 - 1 man @ \$20.21 x 8 hrs. x 261 days = \$42,198
Financial Manager salary (50 percent) - \$24.36 x 8 x 261 x 0.5 = \$25,432
Admin. Asst. (50 percent of Water/Sewer portion) - \$20.49x 8 x 261 x 0.25 = \$10,696
longevity pay - \$1,875
- 40103 Overtime - \$26,573
scheduled OT-4 hrs/day x 104 weekend days x \$40.22= \$16,730
scheduled OT-4 hrs/day x 13 holidays x \$40.22 = \$2,091
repair/emergency related OT - 70 hrs. x \$100.74= \$7,752
- 40106 Misc. Payroll - \$5,200
beeper pay
- 41210 Employee Related Insurance - \$67,062
Health, LTD, Life, AD&D, W/C
- 41230 FICA - \$42,481
0.0765 of payroll, OT, and 401a
0.0765 of highway crew payroll (for water main repair work)
401a contribution
- 42301 Office Supplies - \$1,700
1/2 of office supply needs - \$3,000/2
1/2 of office equipment under \$100 - \$400/2
- 42323 Protective Clothing & Safety Equipment - \$ 1,508
boots, gloves, eye, ear protection, respirator cartridges, Rain Gear etc.
- 42340 Other Purchase & Supplies - \$79,000
Plant operation chemicals - \$43,000
Plant/Field testing and operating equipment and supplies - \$9,000
Other misc. materials - \$9,000
Hydrant replacement program - \$5,000
Custodial Supplies - \$1000
Hand Tools - \$2,000
Well 4 Pilot test materials - \$10,000
- 43213 Travel, Training, & Meetings - \$2,100
Training and Continuing Education, public information notices, water week, etc.
- 43258 Dues and Subscriptions - \$1,918
Professional Affiliation (AWWA, ABPA, and CWWA)
Diversion Permit
- 44203 Legal - \$2,000
- 44206 Municipal Insurance - \$13,770

- 44208 Other Professional Services - \$16,250
 - Diversion Permit Stream Flow Monitoring (\$4,000)
 - Contractor Repairs on Water Lines and other services (\$10,500)
 - Contracted Calibration work (\$1,000)
 - Physicals & Testing - Pulmonary for plant staff, D&A monit - (\$750)

- 44217 Postage - \$3,500
 - \$7,000/2 budgets – bills, notices, correspondence, etc.

- 44223 Service Contracts - \$9,515
 - Computer software support/network support - \$1,800/yr (split with sewer)
 - Fire extinguisher annual maintenance - \$400
 - Plant and Booster Station generator maintenance agreement - \$1,750
 - Furnace maintenance agreement – WTP 1 and 2 - \$800
 - Meter reading eq. and software maintenance agreement - \$1,690/yr. (split with sewer)
 - Grounds Maintenance - \$500
 - Weekly garbage collection - \$320
 - Copier - mo lease – split with sewer - \$780
 - SCADA Control maintenance agreement - \$2,100
 - Alarm services - \$220

- 44231 Advertising - \$600
 - advertising of legal notices, etc.

- 44238 Uniform Rentals - \$884
 - pants, polo shirts, T-shirts, sweat shirts for 4 employees

- 44244 Refunds for Overpayment - \$50

- 44255 Refunds - Tax or Liens - \$300

- 44262 Audit - \$5,500
 - year end audit plus fixed asset consultation

- 44285 Lab Fees - \$11,750
 - various weekly, monthly, quarterly, semi-annual, and annual water testing

- 45216 Telephone - \$6,300
 - emergency answering service, pagers, phones, cell phones

- 45221 Fuel-Heating - \$19,500
 - Appx. 10,000 gals \$1.95/gallon

- 45622 Electric - \$106,000
 - avg. \$8,833/mo. x 12 mo.

- 46224 Equipment Repairs - \$13,000
 - Scheduled and unscheduled repairs to plant and well equipment including main breaks

- 46226 Building Repairs - \$5,000
 - Scheduled and unscheduled building repairs and minor (non-capital) improvements, including repairs at O&M building

46390 Vehicle Maintenance - \$3,000
scheduled and unscheduled repairs on three trucks

48416 Office Equipment - \$750
Computer upgrades (split with sewer)
Capital equipment over \$100 (split with sewer)

49245 Bond Retirement - \$111,354
\$111,354

49246 Bond Interest - \$40,432
\$40,432

50500 Transfers To Capital Project - \$20,000

50900 Contingency - \$22,754

<u>EXPENSE</u>	11/12 ACTUAL	12/13 APPROVED BUDGET	12/13 PROJECTED BUDGET	13/14 PROPOSED BUDGET	DIFFERENCE
SEWER OPERATING					
2403207 40101 Regular Payroll	\$ 54,049	\$ 55,592	\$ 55,007	\$ 58,803	\$ 3,211
2403207 40102 Other Regular & Part Time Payroll				\$ -	\$ -
2403207 40105 Contr, Temp, Occas		\$ -	\$ -	\$ -	\$ -
2403207 41210 Employee Related Insurance	\$ 13,279	\$ 13,859	\$ 13,859	\$17,206	\$ 3,347
2403207 41230 FICA & Pension	\$ 7,221	\$ 7,531	\$ 7,531	\$ 7,966	\$ 435
2403207 42301 Office Supplies	\$ 1,620	\$ 1,700	\$ 1,700	\$ 1,700	\$ -
2403207 42340 Operating Supplies	\$ -	\$ 500	\$ 500	\$ 500	\$ -
2403207 43213 Travel, Training & Meetings	\$ 151	\$ 250	\$ 250	\$ 250	\$ -
2403207 44203 Legal	\$ -	\$ 500	\$ 448	\$ 500	\$ -
2403207 44206 Municipal Insurance	\$ 12,600	\$ 12,750	\$ 12,750	\$ 13,770	\$ 1,020
2403207 44217 Postage	\$ 2,761	\$ 3,500	\$ 2,000	\$ 3,500	\$ -
2403207 44223 Service Contracts	\$ 3,326	\$ 5,745	\$ 5,700	\$ 5,745	\$ (1)
2403207 44231 Advertising	\$ 326	\$ 600	\$ 400	\$ 500	\$ (100)
2403207 44244 Refunds for Overpayment	\$ -	\$ -	\$ -	\$ -	\$ -
2403207 44255 Refunds for Tax or Liens	\$ 220	\$ 300	\$ 200	\$ 300	\$ -
2403207 44262 Audit	\$ 5,500	\$ 5,500	\$ 4,750	\$ 5,500	\$ -
2403207 44268 Joint Sewer Facility Personnel	\$ 99,906	\$ 101,424	\$ 101,424	\$ 104,740	\$ 3,316
2403207 45216 Telephone	\$ 3,005	\$ 2,600	\$ 2,850	\$ 2,800	\$ 200
2403207 45221 Fuel/Heating	\$ 1,361	\$ 2,300	\$ 3,400	\$ 3,400	\$ 1,100
2403207 45622 Electric	\$ 83,764	\$ 81,600	\$ 81,600	\$ 81,600	\$ -
2403207 46224 Equipment Repairs	\$ 5,406	\$ 10,000	\$ 10,000	\$ 10,000	\$ -
2403207 46269 Joint Sewer Facility Maintenance	\$ 495,697	\$ 485,697	\$ 485,697	\$ 494,964	\$ 9,267
2403207 48404 Machinery & Equipment	\$ 20,625	\$ 20,100	\$ 10,000	\$ 15,000	\$ (5,100)
2403207 48416 Office Equipment	\$ -	\$ 750	\$ 750	\$ 750	\$ -
2403207 50413 Transfers Out to General Fund					\$ -
2403207 50474 Transfers Out to Capital Reserve					\$ -
2403207 50500 Transfers to Capital Project	\$ 83,813	\$ 20,000	\$ 20,000	\$ 10,000	\$ (10,000)
2403207 50900 Contingency	\$ -	\$ 27,625	\$ 29,546	\$ 10,869	\$ (16,756)
					\$ -
TOTAL	\$894,630	\$860,423	\$ 850,362	\$ 850,362	\$ (10,061)

2013/2014 Sewer Budget Justification

- 40101 Regular Payroll - \$58,678
 - Public Works Director salary (50 percent of Water/Sewer portion) - \$22,552
 - Financial Manager salary (50 percent) - $\$24.36 \times 8 \times 261 \times 0.5 = \$25,430$
 - Admin. Asst. (50 percent of Water/Sewer portion) - $\$20.29 \times 8 \times 261 \times 0.25 = \$10,696$
 - Longevity - \$125

- 41210 Employee Related Insurance - \$17,205

- 41230 FICA - \$7,966
 - 0.0765 of P/R and 401a
 - 401a - contribution

- 42301 Office Supplies - \$1,700
 - 1/2 of office equipment under \$100 (split with water)

- 42340 Other Purch Supplies - \$500
 - Batteries, lights, custodial supplies, etc.

- 43213 Travel, Training & Meetings - \$250

- 44203 Legal - \$500

- 44206 Municipal Insurance - \$13,770

- 44217 Postage - \$3,500
 - \$7,000/2 bills and notices, etc.

- 44223 Service Contracts - \$5,745
 - Copier - no lease – split with water - \$780
 - Computer software/network support - \$1,800 (1/2 of \$3600 -split with water)
 - Fire extinguisher annual maintenance - \$200
 - PHPS generator maintenance contract - \$620
 - Furnace annual maintenance PHPS- \$300
 - Meter reading eq. and software maintenance agreement - \$845 (split with water)
 - Pump Station Alarm System - \$1,200

- 44231 Advertising - \$500
 - advertising of rates for budget public meeting, etc.

- 44244 Refunds for Overpayment - \$0

- 44255 Refunds - Tax or Liens - \$300

- 44262 Audit - \$5,500
 - year end audit plus fixed asset consultation

- 44268 Joint Facilities Personnel – \$104,740

45216 Telephone - \$2,800
avg. of \$234/mo x 12 mo.

45221 Fuel-Heating - \$3,400
850 gallons at \$4.00 per gallon

45622 Electric - \$81,600
Flatbrook, 584 Norwich, Prospect Hill Pump Station
approx. \$6,800/month

46224 Equipment Repairs - \$10,000
repairs to sewer mains, pump station, manholes, etc.

46269 Joint Facilities Maintenance - \$494,964

48404 Machinery and Equipment - \$15,000

48416 Office Equipment - \$750
Computer upgrades, etc. (split with water)

50474 Transfers to Capital Reserve - \$10,000

50900 Contingency - \$10,869

Proposed rates to be
effective 7-1-10

TOWN of COLCHESTER SUMMARY OF FEES FOR SERVICES

<u>DESCRIPTION</u>	<u>Fee</u>	<u>COMMENTS</u>
Commercial Building	\$5.00	Per additional unit on a single meter added to the base rate:
Late payment Charge	1.50 percent	Per month
Return Check Charge	\$25.00	
Lien Fee	\$35.00	
Water service Reactivation Charge	\$120.00	Fee includes a service call to shut off and one to turn back on
Service Termination Avoidance Charge	\$80.00	
Service Call	\$60.00	
Day		
After Hours (min)	\$160.00	Up to 2hrs; \$80 for each hour or portion of thereafter
Sewer Assessment Payoff Lien Release	\$10.00	
Cross Connection Inspection	\$80.00	Per site min charge. Additional time onsite charged at hrly service call rate
RPD Testing Fee	\$55.00	Per device if performed while onsite doing survey. Otherwise 1 hr Service Call Rate is added
Frozen Meter Charge	\$230.00	includes cost of replacement meter. If meter reusable then substitute parts for new meter charge
Day		
After Hours	\$315.00	includes cost of replacement meter. If meter reusable then substitute parts for new meter charge
Water Audit	no charge	
Account Activation	\$65.00	Includes office and field time to read a meter for initial reading and set up account record:
New meter Installation	\$550.00	Includes price of meter and meter yoke
Sale of pool water - 6,000 gallons	\$87.00	Price per each additional 1,000 gallons per irrigation rate
 <u>Construction and Special Services</u>		
Flow Test	\$100.00	each
Sewer and Water Application Fees (1)	\$70.00	Per unit. Conditions of payment remain the same
Construction Inspection	\$60.00	Minimum per visit up to 1 hour..Service Call Rate for each hour or portion of thereafter
New Main Flushing (2)	\$60.00	Minimum per visit up to 1 hour..Service Call Rate for each hour or portion of thereafter
Pressure /Leak Test (2)	\$180.00	Minimum per test. up to 3 hours..Service Call Rate for each hour or portion of thereafter
Chlorination (2)	\$120.00	Minimum per test. up to 2 hours..Service Call Rate for each hour or portion of thereafter
Temporary Hydrant Meter	\$120.00	Includes 2 hours service to set and remove meter. Water used is charged at the appropriate rate
 <u>Construction-</u>		
These services be performed based on labor and equipment time, materials, and administrative overhead.		
Estimate prepared and Fee paid in advance.		
Cut in Tees		
Tapping	\$	750.00
1 inch		
1.5 inch	\$	975.00
2.0 inch	\$	1,300.00
Hydrant Raise		

NOTES

- 1 For complex plan review, charge at an hourly rate of \$70 times estimated hours to review the documents. Recommendations above, as well as, this suggestion are subject to the existing requirements for pre-payment
- 2 These Fees are for observation only. Should the Town start performing the actual service then the fee will be recalculated on a time charge basis

TOWN OF COLCHESTER
Sewer and Water Commission
Draft Rate Schedule

Notice of Budget Public Hearing
Colchester Sewer and Water Commission
7:00 p.m. – April 10, 2013
Municipal Office Complex
127 Norwich Avenue – Colchester, CT

The Colchester Sewer and Water Commission will hold a Public Hearing to present and gather public comment on the proposed budget for the 2013/2014 Fiscal year including proposed rate schedules. Copies of the draft budgets and rate schedule are available in the Town Clerk and Public Works Office and online at www.colchesterct.gov.

Richard LeMay, Chairman

PROPOSED USAGE RATES
COLCHESTER SEWER AND WATER COMMISSION
2013-2014 FISCAL YEAR

Residential Use Rates

	Existing	Existing	New	New
(per thousands of gallons)	<u>Water</u>	<u>Sewer</u>	<u>Water</u>	<u>Sewer</u>
Service Charge	\$ 11.30	\$ -	\$ 11.30	\$ -
0 to 10	\$ 7.11	\$ 6.85	\$ 7.11	\$ 6.85
10 to 20	\$ 7.39	\$ 6.93	\$ 7.39	\$ 6.93
20 plus	\$ 9.46	\$ 7.16	\$ 9.46	\$ 7.16

Commercial Use Rates

3/4 in. or greater meter

<u>Thousands of Gallons</u>	<u>Water</u>	<u>Sewer</u>
	<u>Rates</u>	<u>Rates</u>
Service charge, per quarter		
(include up to 20)		
3/4 in. meter	\$163.06	\$138.24
1 in. meter	\$164.16	\$138.24
1.5 in. meter	\$165.63	\$138.24
2 in. meter	\$169.68	\$138.24
3 in. meter	\$199.49	\$138.24
4 in. meter	\$210.53	\$138.24
6 in. meter	\$236.29	\$138.24
8 in. meter	\$265.73	\$138.24
Over 20	\$7.35 per 1000 gal.	\$6.91 per 1000 gal.

<u>Private Fire Service:</u>	Up to 4 in.	\$20.45 per quarter
	4 in.	\$127.22 per quarter
	6 in.	\$369.88 per quarter
	8 in.	\$787.94 per quarter
	10 in.	\$1,417.09 per quarter

Sewer and Water Service Connection Policy

Town of Colchester
Sewer and Water Commission

Sewer and Water Service Connection Policy

(approved Colchester Sewer and Water Commission on 2-11-1999)
(approved Colchester Board of Selectmen on 3-11-1999)
(Revised and approved by Colchester Sewer and Water Commission on 3-12-03)
(Revised and approved by Colchester Board of Selectmen on 3-20-03)

Purpose: The purpose of this policy is to define the process to be followed and the applicable charges to be paid when connecting to, or modifying an existing connection to, the Town of Colchester public water system or the Town of Colchester sanitary sewer system. The sewer portion of these connection policies do not apply to sewer users who have properties that have a specified benefit assessment applied or who have connected through the benefit assessment process. Properties that were assessed as a minimum lot size, frontage, value, and use that are further subdivided shall be subject to connection fees in accordance with this policy.

Section 1 – Definitions

As used in this policy, terms shall have the following meaning:

- A. **Building Permit** means the development permit issued by the Town of Colchester Code Enforcement Department before any building or construction activity can be started on a parcel of land in the Town of Colchester.
- B. **Commission** means the Colchester Sewer and Water Commission or its designated representative.
- C. **Core Facilities** in the case of the water system means the water supply, pumping, treatment, storage, and transmission facilities that generally provide water to the local distribution networks. In the case of the sewer system it means the wastewater treatment, pumping, and intercepting sewers that collect, transmit, and treat sewage from local street sewers. As local street sewers can also intercept and transmit sewage, they may also be included as part of the core facilities.
- D. **Director** means the Director of the Colchester Public Works Department.
- E. **Sewer Connection Fee** means the fee collected to pay for the cost of capacity in Colchester's core sewer interception, pumping, and treatment system.
- F. **Water Connection Fee** means the fee collected to pay for the cost of capacity in Colchester's core water supply, treatment, pumping, and transmission system. It does not include payment for the cost of capacity in local water distribution pipes that may be required to receive water from the core system.

SECTION 2 – PAYMENT OF CONNECTION FEE REQUIRED

- A. From the date of approval of this policy, no newly developed property shall be allowed service from the water or sewer system until payment in full of the applicable permit and connection fee(s) has been received by the Town.
- B. Any property that disconnects (including but not limited to meter removed, service turned off, customer dropped from billing list) from the water or sewer system for a period of nine (9) months or more, pays no water or sewer bill for that period, and has not previously paid a connection fee to the Town (in accordance with the November 1991 or a subsequent Connection Policy) shall be considered abandoned and all rights to connect to the water or sewer system shall be forfeited. Should the owner of the property petition to make a new connection to the water or sewer system, they shall be considered a new connection and shall follow the procedures outlined in this Section.
- C. Capacity rights shall not continue indefinitely for any property that disconnects from the water or sewer system and has ceased payment of water or sewer bills for that period, regardless of any previous payment of a connection fee to the Town. Any such owner that requests reconnection of such property more than three (3) years after disconnection shall be subject to payment of a new connection fee under this Section.
- D. For properties proposing to connect to the water or sewer system, the owner must obtain the applicable water and/or sewer connection permit prior to being issued a building permit. The applicant must provide estimates of average and peak daily uses to the Town when applying for a water or sewer connection permit.
- E. Applicants requesting new water or sewer service shall be required to pay a connection fee to the Town of Colchester for a property proposed for connection to the Town's water and/or sewer system. In the case of new construction, the applicable connection fee(s) shall be paid in full prior to the issuance of a Certificate of Occupancy. If no Certificate of Occupancy is required, payment of the connection fee(s) in full is required prior to the initiation of service.
- F. Any property requesting an enlarged sewer or water connection or an increase in water meter size shall be subject to a water and/or sewer connection fee equal to the difference in the charge for a new service or meter size and the current size. Properties that request a reduction in water or sewer service or meter size shall not be eligible for a refund or rebate. However, said property shall have the right to increase the water or sewer service size or meter size to the original (larger) size with no further charge. In all cases, the size of the water meter needed to accurately measure use shall be determined by the Director.

SECTION 3. AVAILABILITY OF SERVICE

- A. Provisions of this Policy do not entitle any property to receive water or sewer service. Service will only be provided as approved by the Commission. If approved, service will be provided at a location and under the conditions approved by the Commission.
- B. If sewer collection or water distribution pipes are not, in the opinion of the Director, available to serve the property, do not have sufficient capacity for the intended use, or are not in a public right-of-way abutting the property, the property owner may request the right to extend the water or sewer systems to the property. The Commission is under no obligation to approve such extensions.
- C. Any property that applies for a Change of Use through the Town Zoning Department shall be reviewed by the Commission for consistency with this policy and applicable standards. If sewer or water service lines (and/or water meter) are not, in the opinion of the Director, sufficient to suitably service the property for the intended use, the Director may reject the application. The property owner shall request the right to enlarge the sewer or water service line, add an additional water or sewer service line, and/or increase the water meter size. The Commission is under no obligation to approve such enlargements or additional services. If such enlargements or additional services are approved, the applicable connection fee(s) as identified in Section 2 shall apply.
- D. The property owner, not the Town of Colchester, shall be responsible for extending water distribution and/or sewer collection pipes to serve the property of an applicant for service. All such extensions shall be done in accordance with directions of the Commission.
- E. The water and/or sewer extension shall be deeded to the Town of Colchester (at no cost to the Town) upon acceptance by the Town and in accordance with any testing and maintenance requirements. The Town, at its sole discretion, may allow subsequent connections to such extensions without any reimbursement to any party.
- F. Any party that receives permission for water and/or sewer service shall assume all costs of the connection from the Town's right-of-way to the structure(s) to be served. Tapping, curb stops, and shut-off valves shall be provided and installed as required by the Director and the cost of such installations shall be the responsibility of the property owner. Water meters shall be provided and installed by the Town, with the size of the meter to be determined by the Director based on the service requirements information provided in the connection permit. The cost of the meter installation, including materials, labor, and overhead shall be separate from the connection fee and shall be paid in full prior to service being initiated. The cost of any change in meter size whether directed by the Town or at the property owner's request, shall also be paid in full before reinitiating service. The determination of costs under this section shall be by the Director.

SECTION 4. CONNECTION FEE SCHEDULE


- A. Sewer and Water Connection Fees shall be established by the Board of Selectmen upon recommendation of the Sewer and Water Commission in accordance with Town Charter and Connecticut General Statutes. The fees may be revised from time to time as determined by the Board of Selectmen.
- B. Sewer and Water Connection Fees shall be assessed based on the size of the customer's meter or service size, whichever is less, based on the most recent schedule of charges adopted by the Board of Selectmen.
- C. Properties with individual premises shall be individually metered with individual accessible shut-offs.
- D. Properties with multiple meters shall be assessed water and/or sewer connection fees for each water meter. Services in excess of two (2) in. shall be reviewed and assessed individually in accordance with the most recent schedule of charges adopted by the Board of Selectmen.
- E. The Commission shall review the permit and connection fees at least every three years. If the Commission believes adjustments in the water and/or sewer connection fees are warranted, they shall make recommendations to the Board of Selectmen for such adjustments.

SECTION 5. REFUNDS

- A. At the sole option of the Town, the connection permit and fee may be canceled and refunded, or subject to change, if the service connection is not completed within nine months from the date of application for the water and/or sewer service.
- B. If the service connection permit has been canceled and refunded for any reason, the applicant shall pay new connection fees according to the applicable schedule in effect at the time of the new application.

**** end ****

Town of Colchester Interoffice Memorandum

To: Gregg Schuster, First Selectman
From: James Paggioli, L.S., Director of Public Works 
CC:
Date: April 5, 2013
Re: Authorization to Enter into Agreement – State DOT Master Municipal Agreement for Construction

Attached is the Master Municipal Agreement for Construction Projects between The State of Connecticut and any Municipality. In this situation the Town of Colchester would be the Municipality. In general, The Department of Transportation is attempting to streamline the process in which State and Municipal agreements that are required for construction projects are processed.

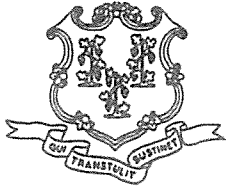
Previously any construction project eligible and approved for State or Federal Funding that was administered by the State of Connecticut Department of Transportation would require a specific Town/State agreement. Each agreement would contain approximately 95% of what would be referred to as "boiler plate" language and 5% of actual project specific language in the contract. Each project would require months of contract/agreement assembly that would incorporate various reviews from multiple offices within DOT and other State offices before the agreement would be produced. The DOT had previously produced a publication known as "The Municipality Manual" in order to help the Towns and their consultants be able to navigate the process, however the manual is not specifically an agreement, but more a list of procedural instructions. Eventually the project specific State/Municipal agreement would be developed and applicable sections incorporated into the contract documents. Having administered and prepared several of these types of contracts, most of the boiler plate language was known; however one could not proceed until the formal agreement was obtained.

The process and agreement presented by DOT now would eliminate the delay in obtaining the vast amount of generic information and material that is required in State DOT administered funded project by providing that up front and "already agreed to", prior to the actual individual project evaluated and being awarded. The types of information that are generally included within in these projects are: SBE/DBE sub-contractor participation percentages by county; SBE/DBE rules and regulations; agreement in general for incidental costs borne by DOT in the administration of the project; definition of responsible payment parties and process for change order and extra work; EEO requirements and processes; Design consultant and Inspection consultant requirements during construction; Davis-Bacon Act requirements; other federal requirements regarding Certification of the non use of funds for Lobbying purposes; Safety requirements; rights of the state regarding funding rescission; document forms and minimum requirements of Project Authorization Letters; and other procedural requirements when administering these types of funded projects.

The Master Municipal Agreement would allow for the agreement between the Town of Colchester and the State of Connecticut in regards to how all State and Federally funded DOT administered construction projects are administered without limiting the agreement to one project specifically, and I recommended that the Town enter into the agreement even though the Town of Colchester does not presently have any current projects being constructed through this process. The Master Agreement has a duration of 10 years.

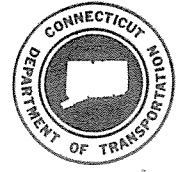
(Note: The construction of Sewer and Water extension on Route 85 is incorporated entirely within the DOT Maintenance Facility project. The town is not a party to the construction funding, but will receive the improvements upon completion along with maintenance responsibilities.)

Proposed Motion: That the Board of Selectmen enter into a Master Municipal Agreement for Construction Projects with the State of Connecticut, Department of Transportation and hereby authorize the First Selectman to sign and deliver said agreement to the State of Connecticut.



STATE OF CONNECTICUT

DEPARTMENT OF TRANSPORTATION



2800 BERLIN TURNPIKE, P.O. BOX 317546
NEWINGTON, CONNECTICUT 06131-7546

Phone:

March 21, 2013

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

Dear First Selectman Schuster:

Subject: Master Municipal Agreement for Construction Projects

The Connecticut Department of Transportation (Department) is pleased to introduce a new way of doing business with the municipalities of Connecticut. The enclosed Master Municipal Agreement for Construction Projects (MMAC) is the first in a series of agreements that will fundamentally improve how the Department conducts business with its municipal partners by dramatically streamlining the agreement process.

It is anticipated that once an MMAC is executed with your municipality, project specific information and monetary terms will be set forth in a Project Authorization Letter (PAL) issued by the Department to the municipality for individual construction projects. PALs are expected to take only days to execute, as opposed to the numerous months currently required executing individual project agreements.

This ten-year term MMAC covers both municipally advertised construction projects, as well as projects advertised by the Department on behalf of municipalities. Since the requirements differ, depending on who advertises and awards the construction contract, this MMAC is designed to address both scenarios. The MMAC includes standard terms, conditions and contracting "boiler plate" language that should govern all municipal construction projects involving the Department which are undertaken throughout the ten-year term.

Although the Department may not have a construction project in your municipality at this time, execution of this agreement will streamline future project specific business with the Department.

It is my great hope that you will sign the enclosed agreement and join the Department in this new and innovative way of doing business that will improve delivery of Department services to its customers.

Honorable Gregg Schuster

-2-

March 21, 2013

Please process the MMAC in accordance with the enclosed instructions and return the agreement, along with your authority to sign, to Mr. Hugh Hayward, Highway Design – Local Roads, at the letterhead address. If you have any questions, please contact Mr. Hugh Hayward at (860) 594-3219.

Very truly yours,



Thomas A. Harley, P.E.

Chief Engineer

Bureau of Engineering and Construction

Enclosure

INSTRUCTIONS FOR PROCESSING MMAC

Enclosed are two copies of the Master Municipal Agreement for Construction Projects (MMAC) between the State of Connecticut and the Municipality.

Please do the following promptly:

1. Your signature should be affixed to the two copies of the MMAC. Please sign your name as it appears on the signatory page.
2. Attach the original Council/Board of Selectmen resolution (see enclosed sample) authorizing you, by name and title, to sign these copies of the MMAC. For consistency, please see that your name appears in the resolution as shown in the preamble and signatory pages of this MMAC.

Please return two signed copies of the MMAC (must be signed within 30 days of the original council resolution) on or before April 22, 2013, so that the Department may process them for State signatures. A fully executed copy of the MMAC will be returned to you upon its completion.

RESOLUTION

RESOLVED, that the Honorable Gregg Schuster, First Selectman, is hereby authorized to sign the Agreement entitled "Master Municipal Agreement for Construction Projects".

ADOPTED BY THE _____ OF

THE TOWN OF COLCHESTER, CONNECTICUT, THIS _____ DAY OF

_____, 20__.

Clerk _____

(seal)

Date _____

**MASTER MUNICIPAL AGREEMENT
FOR CONSTRUCTION PROJECTS**

THIS MASTER MUNICIPAL AGREEMENT FOR CONSTRUCTION PROJECTS (“Master Agreement”) is entered into by and between the STATE OF CONNECTICUT, DEPARTMENT OF TRANSPORTATION, (the “DOT”), and the TOWN OF COLCHESTER, 127 Norwich Avenue, Colchester, Connecticut 060415 (the “Municipality”). The DOT or the Municipality may each be referred to individually as the “Party” and collectively may be referred to as the “Parties.”

WHEREAS, the Municipality undertakes, and may financially participate in, municipal projects to construct improvements to locally-maintained roadways, structures and transportation enhancement facilities that are eligible for government financial assistance from the DOT, the federal government, or both;

WHEREAS, the DOT is the authorized entity responsible for distributing the state and federal government financial assistance with respect to these municipal projects; and

WHEREAS, on a project-by-project basis either the DOT or the Municipality takes on the responsibility of administering the construction phase of a particular municipal project, and the parties wish for this Master Agreement to address both DOT-administered and Municipality-administered projects;

WHEREAS, the Commissioner is authorized to enter into this Agreement and distribute state and federal financial assistance to the Municipality for these projects pursuant to §.13a-98i and § 13a-165 of the Connecticut General Statutes; and

WHEREAS, the DOT and the Municipality wish to set forth their respective duties, rights, and obligations with respect to these projects that are undertaken pursuant to this Master Agreement.

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE THAT:

Article 1. Definitions. For the purposes of this Master Agreement, the following definitions apply:

1.1 “Accumulative Costs” means the total, collective expenditure by the Municipality and the DOT to complete the Construction Project (defined in section 1.8).

1.2 “Administer,” “Administering” or “Administration” of the Construction Project means conducting and managing operations required to perform and complete the Construction Project, including performing the construction work by either the Municipality or the DOT, as applicable to the particular Construction Project, in whole or in part, advertising and awarding any contract(s) for performance of the work by contractor(s) in whole or in part, or any combination thereof, and undertaking all of the administrative-duties related to and required for the completion of the Construction Project.

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1.3 “Authorization to Award Notice” means the written notice from the DOT to the Municipality authorizing the Municipality to perform its Administration obligations for the Construction Project under the Project Authorization Letter (PAL) (defined in section 1.28), including, but not limited to, awarding the contract(s) for performance of the work.

1.4 “Authorization to Proceed Notice” means the written notice from the DOT to the Municipality authorizing the Municipality to perform its obligations for the Construction Project under the PAL.

1.5 “Authorized Department of Transportation (DOT) Representative” means the individual, duly authorized by a written delegation of the Commissioner of the DOT pursuant to Section 13b-17(a) of the Connecticut General Statutes, to sign PALs.

1.6 “Consulting Engineer” means the person or entity, whether an employee of, or a contractor engaged by, the Municipality, who performs the Design Services During Construction (defined in section 1.12).

1.7 “Contingencies” means a percentage of funding set aside in the PAL for work that cannot specifically be described, or the extent of which cannot be detailed, in the original scope at bid time, but may later be required, at the DOT’s determination, for the Construction Project. Among other purposes, this percentage of the Funding is used to account for the costs that may result from the difference in the estimated quantities provided at bid time versus the actual quantities used during the performance of the Construction Project.

1.8 “Construction Project” means the construction phase activities undertaken by the Municipality, and either Administered by the Municipality or by the DOT on the Municipality’s behalf, to construct improvements on a locally-maintained roadway or structure, to perform transportation enhancement activities (as defined by 23 U.S.C. § 101(a)(35), as revised), or any combination of the foregoing, based upon a design completed during a design phase of a Municipal Project (defined in section 1.22), and in accordance with the PAL and this Master Agreement.

1.9 “Contract Items” means the products, services, or both set forth in the bid and necessary for the completion of the Construction Project. Contract Items may include, but are not limited to, earth excavation, rock excavation, hot mix asphalt, structural steel, trench excavation, turf establishment, Class A concrete, traffic person services, mobilization, and clearing and grubbing within the Construction Project limits.

1.10 “Demand Deposit” means an amount of money due to the DOT from the Municipality.

1.11 “Depreciation Reserve Credit” means the credit for the used life of the replaced utility facility when a new facility is installed.

1.12 “Design Services During Construction” means design services required during the construction phase, with the DOT’s prior approval, which may include, but are not limited to,

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construction engineering services, consultation in the field, advice, visits to the work site, review and approval of all shop plans and construction drawings received from the Prime Contractor (defined in section 1.26), design modification of original construction drawings as may be necessary, and any other design services as may be required, with the DOT's prior approval, all in accordance with the Standard Specifications (as defined in section 1.32).

1.13 "Designated Official" means the municipal official or representative designated by title who is duly authorized by the Municipality to receive PALs issued by the DOT under this Agreement and who submits to the DOT a Written Acknowledgment of the PAL (defined in section 2.2) binding the Municipality to the terms and conditions of the PALs issued by the DOT under this Master Agreement.

1.14 "Disadvantage Business Enterprise (DBE)" has the meaning defined in Schedule E.

1.15 "DOT-provided Services" means the work that the DOT is responsible to perform for the Construction Project, as specifically set forth in the PAL and may include, but are not necessarily limited to, material testing, periodic construction inspection, administrative oversight, and liaison activities with other governmental agencies to ensure satisfactory adherence to DOT and federal requirements.

1.16 "Effective Date" means the date which the Master Agreement is executed by the DOT.

1.17 "Extra Work" means potential additional work that is beyond the original scope or limits of work of the Construction Project specifically for which funds are set-aside as a line item category in the PAL.

1.18 "Funding" means funds from the state government, the federal government, the Municipality, or a combination of any of the foregoing, designated for a particular Construction Project, which the DOT provides to the Municipality on a reimbursement basis.

1.19 "Incidentals to Construction" means items that were not included in the listing of Contract Items but that are necessary for the completion of the Construction Project, as determined by the DOT in its sole discretion. Advertising of a request for bids, inspection, construction and engineering services, field quality assurance testing, and material testing are examples of, but are not limited to, items that may be determined to be Incidentals to Construction for a particular Construction Project.

1.20 "Inspection Activities" means continuous inspection of the work on the Construction Project and associated administrative duties, including, but not limited to, inspection of grading, drainage, structure, pavement, facilities construction, and rail work; the required administrative functions associated with the Construction Project including, but not limited to, preparation of correspondence, construction orders, periodic payment estimates, quantity computations, material sampling and testing, Equal Employment Opportunity and DBE monitoring, final documentation, DOT and Federal reporting, construction surveys, reviews and recommendations of all construction issues, and claims analysis support; and other Construction Project-related functions deemed

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necessary by the DOT.

1.21 “Inspection Consultant” means the person or entity engaged by the DOT or the Municipality, as applicable to the particular Construction Project, to perform the Inspection Activities.

1.22 “Municipal Project” means a project undertaken by the Municipality for improvements on locally-maintained roadways, structures, transportation enhancement facilities (as defined by 23 U.S.C. § 101(a)(35), as revised), or any combination of the foregoing, which generally includes three phases of activities: the design phase, rights-of-way phase, and construction phase.

1.23 “Nonparticipating Items” means those items or portions of the Construction Project work determined upfront during the Municipal Project design phase by the Federal Highway Administration (“FHWA”), the DOT, or both to not be eligible for reimbursement with the Funding.

1.24 “Official Notice” means notice given from one Party to the other in accordance with Article 14.

1.25 “Plans, Specifications, and Estimates (PS&E)” means the final engineering documents produced during the design phase of the Municipal Project that contain all of the construction details and are made part of the bid documents.

1.26 “Prime Contractor” means the person or entity engaged by the Municipality or the DOT, as applicable to the particular Construction Project, to perform construction work on the Construction Project.

1.27 “Project Amount” means the total estimated cost for all work for the Construction Project, as estimated at the time of the DOT’s issuance of the PAL.

1.28 “Project Authorization Letter (PAL)” means the written document that authorizes the distribution of Funding to the Municipality for the specific Construction Project during a specified period of time.

1.29 “Small Business Enterprise (SBE)” has the meaning defined in Schedule F.

1.30 “Small Business Participation Pilot Program (SBPPP)” has the meaning defined in Schedule G.

1.31 “Special Provisions” means specifications applicable to the particular Construction Project that are required by the DOT and made part of the bid documents and the contract with the Prime Contractor.

1.32 “Standard Specifications” means, collectively, the publications entitled “Standard Specifications for Roads, Bridges, and Incidental Construction (Form 816)” Connecticut Department of Transportation (2004) and its supplemental specifications issued from time to time by the DOT, entitled the “Supplemental Specifications to the Standard Specification for Roads, Bridges, and

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Incidental Construction (Form 816),” Connecticut Department of Transportation (July 2010), as may be revised.

1.33 “Term” means the duration of the Master Agreement.

1.34 “Transportation Enhancement Facilities” means the facilities provided as a result of transportation enhancement activities (as defined by 23 U.S.C. § 101(a)(35), as revised).

1.35 “Transportation Facilities” means any roadway, structure, building or other associated facilities, including, but not limited to, traffic control signals and roadway illumination, Transportation Enhancement Facilities, including, but not limited to, pedestrian or bike trails, or any combination of the foregoing.

Article 2. Issuance and Acknowledgment of PALs for Construction Projects.

2.1 **Issuance of PAL.** The DOT shall issue to the Municipality a PAL for the applicable Construction Project, in the form substantially similar to Schedule A, which will be addressed to the Designated Official and signed by the Authorized DOT Representative. PALs issued under this Agreement will address Construction Projects and will not address design phase or right-of-way acquisition phase activities of Municipal Projects. The issuance of the PAL itself is not final authorization for the Municipality to begin performing work or awarding a contract with respect to the Construction Project. Additional required steps and approvals are set forth in this Agreement.

2.2 **Written Acknowledgement of the PAL.** In order for the PAL to become effective and binding on both parties, the Municipality must return to the DOT a copy of the PAL signed by the Designated Official, hereinafter referred to as the “Written Acknowledgement of the PAL,” which serves to acknowledge the Municipality’s receipt of the PAL and confirm that the Municipality will undertake the particular Construction Project in accordance with the PAL and this Master Agreement). The Municipality shall submit the Written Acknowledgement of the PAL to the Authorized DOT Representative by the deadline set forth in the PAL. Submission of the Written Acknowledgement of the PAL by facsimile or electronic transmission is acceptable. The Written Acknowledgement of the PAL shall be deemed delivered on the date of receipt by the DOT if on a business day (or on the next business day after delivery if delivery occurs after business hours or if delivery does not occur on a business day). The PAL becomes effective on the date that the Written Acknowledgement of the PAL is delivered to the DOT.

2.3 **Designated Official.** The Municipality herein represents that the First Selectman of the Town of Colchester is the Designated Official to whom the Municipality has granted the authority, throughout the Term of this Master Agreement, to sign and submit on its behalf the Written Acknowledgement of the PAL(s) to the DOT. The Municipality agrees that the signature of the Designated Official shall bind the Municipality with respect to the PAL. Signature by the individual as the Designated Official upon any Written Acknowledgement of a PAL is a representation by such individual that he/she holds the title of the Designated Official as of the date of his/her signature. If at any time during the Term the Municipality seeks to modify which municipal official or representative by title is the authorized Designated Official, the parties must

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amend this section by mutual written agreement identifying by title the new Designated Official and signed by the authorized representatives of each party.

2.4 **Obligations of Municipality.** Upon submission of the Written Acknowledgement of the PAL to the DOT, the Master Agreement and the PAL will be incorporated into one another in their entirety and contain the legal and binding obligations of the Municipality with respect to the Construction Project. By submitting the Written Acknowledgement of the PAL, the Municipality acknowledges that it understands the obligations to which it is committing itself with respect to the Construction Project. Further, the Municipality agrees to proceed with diligence to perform its obligations to accomplish the Construction Project and agrees to use the Funding to complete the same.

2.5 **Revisions to the PAL.** Any modification to the scope, the allowed Funding amount, or cost breakdown related to the Construction Project must be approved by the DOT, at its sole discretion, and set forth in a subsequent PAL newly-issued by the Authorized DOT Representative, hereinafter referred to as the "Supplemental PAL." The Supplemental PAL shall be acknowledged by the Municipality in accordance with the procedure set forth in section 2.2, and the Supplemental PAL will supersede the previously-issued PAL for the Construction Project and will control.

Article 3. Municipality-Administered Construction Projects. When the Municipality is responsible for Administering the Construction Project, the sections of this Article 3 apply.

3.1 **Content of the PAL.** The PAL issued by the DOT to the Municipality shall set forth, at a minimum:

- (a) the Funding source(s), the related government Funding authorization or program information, and the associated Funding ratio between the federal government, the DOT, and the Municipality, as applicable, for the Construction Project;
- (b) the maximum reimbursement to the Municipality under the PAL;
- (c) an estimated cost break-down for all work under the Construction Project;
- (d) the amount of the Demand Deposit(s) due to the DOT from the Municipality for the Municipality's proportionate share of applicable costs for work under the Construction Project, as determined by the Funding ratio;
- (e) the Project Amount; and
- (f) any applicable affirmative action goal(s) assigned with respect to work on the Construction Project, as follows:
 - (1) if the Construction Project receives federal participation in Funding, the DBE goal assigned by the DOT applicable to the Prime Contractor, and additionally, where the Municipality retains an Inspection Consultant to perform the Inspection Activities,

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the DBE goal assigned by the DOT to the Inspection Consultant. If federal funds are not used to fund the Inspection Activities on the Construction Project, then no DBE goal will be assigned for the Inspection Activities;

- (2) if the Construction Project receives DOT Funding, and no federal participation in Funding, the SBE goal assigned by the DOT applicable to the Prime Contractor, and additionally, where the Municipality retains an Inspection Consultant, the SBE goal assigned to the Inspection Consultant; or
- (3) regardless of the Funding source(s), the SBPPP goal assigned by the DOT applicable to the Prime Contractor, and additionally, where the Municipality retains an Inspection Consultant, the SBPPP goal assigned to the Inspection Consultant.

3.2 Authorization to Award and Authorization to Proceed.

(a) The Municipality shall not commence to Administer the Construction Project until it has received from the DOT an Authorization to Award Notice or an Authorization to Proceed Notice when the Municipality is, respectively, hiring a Prime Contractor or electing to perform work with its own staff. The DOT will issue an Authorization to Award Notice or Authorization to Proceed Notice, as applicable, directly to the Municipality, addressed to the Designated Official.

(b) The Municipality shall not have the Prime Contractor or the Municipality's staff commence construction work on the Construction Project until the Municipality has received from the DOT an Authorization to Award Notice or Authorization to Proceed Notice. The DOT has no responsibility and incurs no liability for payments to the Municipality for Administration of the Construction Project or for any construction work performed by the Prime Contractor or the Municipality's staff on the Construction Project prior to the DOT's issuance of the Authorization to Award Notice or Authorization to Proceed Notice.

3.3 Municipality to Perform and Complete the Construction Project.

(a) Upon issuance of a PAL by the DOT, submission of the Written Acknowledgment of the PAL by the Municipality, and receipt of an Authorization to Award or Authorization to Proceed Notice, as applicable, from the DOT, the Municipality shall Administer all activities associated with the Construction Project in accordance with the PAL and this Master Agreement.

(b) The Municipality, with prior written approval of the DOT, may elect to perform all or any part of the Construction Project work with its own staff. In requesting approval from the DOT, the Municipality must demonstrate, to the DOT's satisfaction, that there is sufficient manpower, equipment, and resources available to the Municipality and that it will be cost effective for the Municipality's staff to perform the work in accordance with the plans and specifications.

(c) For work that the Municipality does not elect to perform with its own staff, the Municipality shall retain, using a competitive bidding process, a Prime Contractor to undertake the work under the Construction Project.

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(d) With respect to any Construction Project that receives federal participation in Funding, the Municipality acknowledges that any costs it incurs prior to the receipt of federal authorization for the Construction Project are entirely ineligible for reimbursement with federal funds.

(e) The Municipality agrees that it shall use the Funding for reimbursement of the Municipality's approved expenses incurred in the fulfillment of the Construction Project as specified in the PAL and this Master Agreement and for no other purpose.

3.4 Engaging a Prime Contractor.

(a) Where the Municipality retains a Prime Contractor to perform the work on the Construction Project, the Municipality shall advertise the Construction Project to engage the Prime Contractor utilizing an advertising and bidding procedure acceptable to the DOT and, if applicable, the federal government. The Municipality shall analyze all bids, submit a bid summary to the DOT, and request the DOT's approval to award a contract for the Construction Project. The Municipality shall perform all of the foregoing in accordance with the following publications:

- (1) Advertising Procedures for Construction Contracts Administered by Municipalities, Connecticut Department of Transportation (January 2010), as may be revised ("Advertising Procedures for Construction Contracts Administered by Municipalities");
- (2) The Standard Specifications. The version of the Standard Specifications in effect at the date of completion of the PS&E for the particular Construction Project is the version that must be followed and complied with for the particular Construction Project; and
- (3) The Municipality Manual, Version 1, Connecticut Department of Transportation (2008), as may be revised ("Municipality Manual").

(b) The Municipality may not impose any local rules, policies, terms, conditions, or requirements on any bidder, Prime Contractor, or Inspection Consultant, unless it has received prior written approval from the DOT and, if applicable, FHWA (or other federal authority). If the Municipality imposes any local rules, policies, terms, conditions, or requirements, without all required prior written approvals, the DOT may in its sole discretion deem such imposition to be a breach of this Master Agreement and the respective PAL and may result in the Municipality losing Funding for the Construction Project.

3.5 **Pre-Award Requirements and Documentation.** The Municipality shall require the low bidder to meet all applicable pre-award requirements and submit any required documentation to the Municipality, which the Municipality, in turn, shall submit to the DOT for review and approval, all in accordance with the Advertising Procedures for Construction Contracts Administered by Municipalities. The pre-award requirements include, but are not limited to:

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- (a) Required documentation applicable to any assigned affirmative action goal, e.g., DBE, SBE, or SBPPP goal, including, but not limited to, the Affirmative Action program certification;
- (b) A schedule of progress or time chart for the Construction Project developed by the Prime Contractor;
- (c) A complete statement of the origin and manufacturer of any manufactured materials to be used in the Construction Project provided on the DOT form "Anticipated Source of Materials (CON-83)," as revised;
- (d) A completed "State of Connecticut Certificate of Compliance with Connecticut General Statutes § 31-57b" form ("OSHA Compliance Form RFP-12 New 6/98"), as revised;
- (e) A completed Certificate of Insurance on the form(s) acceptable to the DOT; and
- (f) Any other documentation requested by the DOT or federal government as pre-award requirements.

3.6 Approval to Award Contract(s).

(a) The Municipality must receive the DOT's prior written approval in order to award its contracts, enter into modifications or supplements to the contracts, or issue any construction orders under its contracts with the Prime Contractor and, where applicable, the Consulting Engineer and the Inspection Consultant, prior to incurring reimbursable costs in conjunction with the PAL. Without such written approval, costs incurred by the Municipality are ineligible for reimbursement under the PAL. DOT retains the authority, at its sole discretion, to review for compliance with applicable DOT and federal requirements the Municipality's proposed contracts prior to the DOT issuing any written approval.

(b) Upon receipt of the Authorization to Award Notice from the DOT, the Municipality shall comply with the Advertising Procedures for Construction Contracts Administered by Municipalities and in accordance therewith, award the contract to the bidder specified in the Authorization to Award Notice. The Municipality shall submit to the DOT copies of the award letter, the contract executed with the Prime Contractor, and all other documents required by the Advertising Procedures for Construction Contracts Administered by Municipalities and otherwise requested by the DOT.

(c) As a condition of receiving Funding under the PAL, the Municipality may be required, at the direction of the DOT or the federal government, to obtain certain assurances from and include certain contract provisions in its contracts with the Prime Contractor and, where applicable, the Consulting Engineer and the Inspection Consultant. Without limiting the foregoing, this Article 3 sets forth certain of these requirements. Additional requirements may be set forth in the PAL. The Municipality's failure to include the requirements in the contract with, and to ensure

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compliance by, the Prime Contractor and, where applicable, the Consulting Engineer and the Inspection Consultant, may amount to a breach of this Master Agreement and the respective PAL, as determined by the DOT in its sole discretion, and may result in the Municipality's loss of Funding for the Construction Project.

3.7 Changes in Scope. Extensions of Time. The Municipality may not make changes to the Construction Project that will increase the cost or alter the termini, character or scope of the construction work without prior written approval from the Authorized DOT Representative. In addition, the Municipality shall not grant any contract time extensions to its contractor(s) or consultant(s) without prior written approval from the Authorized DOT Representative. Such written approval may take the form of a Supplemental PAL issued by the DOT with respect to the Construction Project. The Supplemental PAL, once acknowledged in writing by the Municipality in accordance with the procedure set forth in section 2.2, will supersede the previously-issued PAL for the Construction Project and will control.

3.8 Design Services During Construction. The Municipality shall itself provide or retain a Consulting Engineer to provide Design Services During Construction. The scope of the Design Services During Construction is subject to the prior approval of the DOT. If, in order to complete the approved Design Services During Construction, the Municipality must replace the Consulting Engineer that it previously hired during the design phase of the Municipal Project and engage a new Consulting Engineer during the construction phase, then the Municipality agrees to comply with any selection and contracting requirements imposed by the DOT in its sole discretion during the construction phase of the Municipal Project.

3.9 Inspection Activities. The Municipality shall itself provide a qualified staff person, or retain a qualified person or entity, to serve as the Inspection Consultant to perform full-time Inspection Activities. The Municipality shall submit written documentation to the DOT indicating the criteria it used in assigning existing municipal staff, hiring new municipal staff, retaining an Inspection Consultant, or any combination of the foregoing to perform Inspection Activities for the Construction Project.

(a) If the Municipality elects to retain an Inspection Consultant, in order to be eligible for reimbursement for the associated costs, the Municipality must use a Qualifications Based Selection process as described in and in accordance with the "Consultant Selection, Negotiation and Contract Monitoring Procedures for Municipally Administered Projects," Connecticut Department of Transportation (2011), as may be revised.

- (1) When designating an Inspection Consultant, the Municipality shall submit to the DOT for review and approval, the name(s) and qualifications of the proposed Inspection Consultant prior to advertising the Construction Project. The Municipality shall comply with the "Construction Engineering and Inspection Information Pamphlet for Consulting Engineers," Connecticut Department of Transportation (2008) as may be revised, when determining the required qualifications of the Inspection Consultant.

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- (2) If the Construction Project receives federal participation in Funding, when the Municipality retains an Inspection Consultant, it must designate a full time employee of the Municipality to be in responsible charge of the Construction Project in accordance with 23 CFR § 635.105(c)(4), as may be revised.

(b) If the Municipality elects to provide full-time Inspection Activities for the Construction Project with its own staff, upon request, the Municipality shall provide to the DOT written documentation of the qualifications of the municipal staff performing the Inspection Activities, for review by the DOT. When municipal staff is performing the Inspection Activities for the Construction Project, any required field quality assurance testing may be provided by the DOT, upon written request, and the DOT expenses associated with the field quality assurance testing will be funded in accordance with the PAL.

3.10 Additional Administration Responsibilities. The Municipality shall perform all other work which becomes necessary to properly Administer the Construction Project and inspect the work of the Prime Contractor in order to ensure compliance with the Standard Specifications, the bid package documents, and the Municipality's contract with the Prime Contractor, including, but not limited to, the Special Provisions for the particular Construction Project. Any work performed by the DOT in order to assist with the Municipality's Administration responsibilities for the Construction Project and any associated expenses will be funded in accordance with the PAL.

3.11 Inadequate Administration. If, at any time during the Construction Project, the DOT determines that the Administration by the Municipality is not adequate, it may be deemed a breach by the Municipality, as determined by the DOT in its sole discretion, and the DOT may assume responsibility for or supplement the Administration of the Construction Project, at its sole discretion. The additional costs associated with the DOT's Administration of the Construction Project will be considered part of the Construction Project costs for DOT-provided Services and will be funded in accordance with the proportionate cost sharing set forth in the PAL. Furthermore, the DOT's assumption or supplementing of the Administration of a Construction Project does not waive any of the DOT's remedies under this Agreement, nor relieve the Municipality from any liability related to its breach.

3.12 Federal and State Required Contract Provisions.

(a) The Municipality shall include in the contracts with the Prime Contractor and, where applicable, the Inspection Consultant, the following attachments, each as may be revised:

- (1) "State and Federal Workforce Utilization Goals," attached at Schedule B, including Appendix A which is applicable to Construction Projects that are funded by the state government (with no federal participation in Funding), and Appendix B which is applicable to Construction Projects that receive federal participation in Funding;
- (2) "Connecticut Required Specific Equal Employment Opportunity Responsibilities," (2012), attached at Schedule C; and

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- (3) FHWA-1273, “Required Contract Provisions, Federal-aid Construction Contracts,” (2012), attached at Schedule D, which is applicable to Construction Projects that receive federal participation in Funding.

(b) The Municipality’s failure to comply with any requirement within this section 3.12 may be deemed by the DOT, in its sole discretion, a breach of this Master Agreement and the respective PAL and, as a result, the DOT may seek any of its remedies under this Master Agreement.

3.13 Affirmative Action (AA) Goals & On-the-Job Training Requirement.

(a) The Municipality agrees to include the assigned DBE goal, SBE goal, or SBPPP goal, as applicable, and associated requirements, set forth in the PAL, as requirements within any contract the Municipality enters into with its Prime Contractor, and, if applicable, its Inspection Consultant, and to require its Prime Contractor and, if applicable, its Inspection Consultant, to comply with the current version of the “Special Provision, Disadvantaged Business Enterprises” (2012), as may be revised, the “Special Provision, Small Contractor and Small Contractor Minority Business Enterprise (Set Aside)” (2012), as may be revised, or the “Special Provisions, Small Business Participation Pilot Program” (2012), as may be revised, which are attached at Schedules E, F & G, respectively (the “Affirmative Action (AA) Requirements”). The Municipality shall include a provision within such contract(s) requiring compliance with the AA Requirements and attach a copy of the applicable AA Requirements provided at Schedule E, F or G to such contract(s).

(b) The Municipality acknowledges that with respect to any Construction Project that receives federal participation in Funding, the Construction Project may be subject to an On the Job Training (OJT) requirement and the “On-the-Job Training Program Special Provision” (2012) as may be revised, attached at Schedule H. The Municipality agrees that upon receiving notice from the DOT of the OJT requirement, the Municipality will include the OJT requirement in its contract with the Prime Contractor and attach a copy of Schedule H to the contract.

(c) As a condition of receiving Funding under the PAL, the Municipality may be required at the discretion of the DOT or other applicable state or federal authorized agencies, to impose additional AA requirements upon and obtain certain assurances from the Prime Contractor, and, where applicable, the Inspection Consultant. The Municipality agrees to include any other AA Requirements in its contracts with the Prime Contractor, and, where applicable, the Inspection Consultant, at the direction of the DOT.

(d) The DOT, in its sole discretion, may determine whether the Municipality failed to comply with any requirement within this section 3.13 and may deem such failure a breach of this Master Agreement and the respective PAL. As a result of any such breach, the DOT, at its sole discretion, may withhold reimbursement to the Municipality for the Construction Project in an amount up to or equaling the goal shortfall, in addition to any other remedies the DOT may have under this Master Agreement or provided by law.

3.14 Inspection Consultant Fees and Auditing Requirements.

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(a) With respect to any contract with an Inspection Consultant, the Municipality shall comply with Policy No. F&A-30, dated April 12, 2006 (“Maximum Fees for Architects, Engineers and Consultants”), attached at Schedule I. The Municipality shall utilize the guidelines stipulated in Office of Policy and Management’s General Letter No. 97-1, dated November 21, 1996, attached at Schedule J, when applicable, in accordance with Policy No. F&A-30.

(b) With respect to Construction Projects that receive federal Funding, the Municipality shall comply with, and require the Inspection Consultant and, if applicable, the Consulting Engineer, to comply with, the audit requirements set forth in 48 CFR Part 31 and 23 CFR Part 172, as may be revised.

3.15 Construction Project Standards and Manuals.

(a) The Municipality shall comply with, and require its Prime Contractor and, if applicable, its Inspection Consultant, to comply with all applicable DOT and federal laws and regulations and the current version of the following publications (except as otherwise noted), each as may be revised:

- (1) Construction Manual, Department of Transportation Office of Construction, Version 2.2, Connecticut Department of Transportation (2011);
- (2) The Standard Specifications. The version of the Standard Specifications in effect at the date of completion of the PS&E for the particular Construction Project is the version that must be followed and complied with for the particular Construction Project;
- (3) The Municipality Manual;
- (4) Pamphlet for Monitoring Performance and Payment Requests for Consultants, State of Connecticut Department of Transportation (1994);
- (5) QA Program for Materials Acceptance and Assurance Testing Policies and Procedures, at Chapter 8, entitled “Minimum Schedule for Acceptance Testing,” Connecticut Department of Transportation (2009);
- (6) Public Service Facility Policy and Procedures for Highways in Connecticut, Connecticut Department of Transportation (2008); and
- (7) Utility Accommodation Manual, Connecticut Department of Transportation (2009).

(b) The above-referenced publications are incorporated and made a part of this Agreement by reference and, in all applicable respects, shall govern the conduct and describe the respective obligations of the DOT and the Municipality and any parties engaged by the Municipality to perform work on the Construction Project set forth in a PAL issued under this Master Agreement. The Municipality shall incorporate by reference these publications and all provisions contained

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therein into its contract(s) with the Prime Contractor and, if applicable, the Inspection Consultant, for any Construction Project undertaken pursuant to a PAL issued under this Master Agreement.

3.16 Maintenance of Records On-Site. The Municipality shall maintain and secure at all times all construction records for the Construction Project at a single location for the DOT's review, use and approval.

3.17 DOT-provided Services. If the Construction Project requires DOT-provided Services, they will be set forth in the PAL and funded in accordance with the proportionate cost sharing for work on the Construction Project as set forth in the PAL. DOT-provided Services may include, but are not necessarily limited to, material testing, periodic construction inspection, administrative oversight, and liaison activities with other governmental agencies to ensure satisfactory adherence to DOT and federal requirements. The DOT reserves the right at all times to inspect all aspects of the work related to the Construction Project, and such inspections shall be deemed DOT-provided Services.

3.18 Demand Deposit Requirement; Depreciation Reserve Credit.

(a) Where a PAL requires DOT-provided Services, the PAL will specify Municipality's proportionate share of the cost of the DOT-provided Services. The DOT will bill the Municipality the amount of the Municipality's proportionate share of such costs in a Demand Deposit, and the Municipality shall forward to the DOT that amount in accordance with the PAL. The DOT is not required to perform the DOT-provided Services until the Municipality pays the Demand Deposit in full.

(b) Where the Construction Project requires replacement of a Municipality-owned utility facility, the Municipality shall deposit with the DOT, upon demand, the sum set forth in the PAL for the Depreciation Reserve Credit of the municipally-owned utility facility being replaced and the value of any materials salvaged from the existing facility. The Depreciation Reserve Credit will be calculated in accordance with the Public Service Facility Policy and Procedures for Highways in Connecticut (2008), as may be revised.

3.19 Costs and Reimbursement.

(a) The Municipality shall expend its own funds to pay for costs related to Administering the Construction Project and then shall seek from the DOT reimbursement for approved costs.

(b) The Municipality shall document all expenses it incurs and maintain all records related to the Construction Project costs, including, but not limited to its payments to the Prime Contractor and, if applicable, the Inspection Consultant and the Consulting Engineer, its payroll hours on time sheets for municipal staff working directly on the Construction Project, material purchases made by the Municipality, and reimbursement due to the Municipality for use of Municipality-owned or rented equipment. Rates of reimbursement for use of Municipality-owned or rented equipment will be based on an existing municipal audit, if available, completed no more than three (3) years before acknowledgment of the PAL, and provided the rates are acceptable to the

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DOT. In the absence of acceptable rates, or if there is no current municipal audit, the equipment rental rate will be established in accordance with Section 1.09.04(d) of the Standard Specifications, as may be revised. Reimbursable municipal payroll costs are limited to the actual municipal payroll for work on the Construction Project and fringe benefits associated with payroll.

(c) If the Municipality fails to adequately record expenses and maintain all related records for any Construction Project or promptly submit any records to the DOT, such failure to do so may be deemed a breach by the Municipality, at the DOT's sole discretion, and the DOT may deem certain expenses to be non-eligible costs of the respective Construction Project for which the Municipality will not be eligible for reimbursement pursuant to the proportional cost sharing established by the PAL. Furthermore, the DOT's determination of certain costs to be non-eligible costs of the Construction Project does not waive any of the DOT's remedies for the breach by the Municipality of its obligations under this Master Agreement with respect to the respective Construction Project, nor relieve the Municipality from any liability related to its breach.

(d) The Municipality shall seek from the DOT reimbursement for the Municipality's expenditures, which have been approved by the DOT for eligible Construction Project costs. Reimbursement of DOT approved expenditures will be made in the following manner:

- (1) On a monthly basis, the Municipality shall submit to the DOT using the DOT-required voucher form entitled "Invoice Summary and Processing (ISP) Form" ("Voucher") as may be revised, with supporting data, the cost of services rendered and expenses incurred for the prior month. With respect to any work that is performed in-house by the Municipality's staff, the Municipality's reimbursable costs shall be limited to the actual payroll, fringe benefits associated with payroll, and approved direct cost charges for the staff's performance of Design Services During Construction.
- (2) Upon review and approval of the Voucher by the DOT, payment of the reimbursement portion of said costs and expenses shall be made to the Municipality, in accordance with the proportional cost sharing established by the PAL.

3.21 **As-built Plans.** Upon completion of the Construction Project, the Municipality shall notify the DOT, in writing, of the completion and, upon request by the DOT, shall provide the DOT copies of the as-built plans for the Construction Project, in the format requested by the DOT.

3.22 **Extra Work.**

(a) The PAL will provide a line item category for Extra Work to set-aside funds that may be requested later by the Municipality to fund the requested additional work if it is deemed, at the DOT's sole discretion and with the DOT's written approval, to be necessary for completion of the Construction Project.

(b) If the Municipality wishes to pursue any Extra Work, it must request approval in writing from the DOT of the type and scope of the Extra Work and the associated costs prior to the

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Municipality authorizing performance of the Extra Work by the Prime Contractor, the Consulting Engineer, the Inspection Consultant, or municipal staff, as applicable.

- (c) Once approved in writing by the DOT, the Extra Work will be funded as follows:
 - (1) If the Extra Work results in an Accumulative Cost less than or equal to the Project Amount specified in the PAL, it will be funded according to the proportional cost sharing set forth in the PAL.
 - (2) If the Extra Work results in an Accumulative Cost greater than the Project Amount specified in the PAL, the DOT determines that the appropriate federal or state government funding is available for the increased costs of the Construction Project, then the DOT will issue a Supplemental PAL to provide for the cost increase to the Construction Project for this Extra Work. If federal or state government funding is not available, the Municipality will be responsible for 100% of the additional cost.

3.23 Funding of Additional DOT-Approved Costs upon Final Audit.

(a) If, upon final audit, additional costs, including, but not limited to, those resulting from, Extra Work, delays, or other cost over-runs, result in an Accumulative Cost less than the original Project Amount identified in the PAL, the additional costs, if approved by the DOT, shall be funded in accordance with the PAL.

(b) If, upon final audit, additional costs, including, but not limited to, those resulting from, Extra Work, delays, or other cost over-runs, result in an Accumulative Cost greater than the original Project Amount identified in the PAL, the DOT, at its discretion, may issue a Supplemental PAL in order to fund these additional costs, provided that additional Funding is available.

(c) If, pursuant to subsection (a), the additional costs are not approved by the DOT or if, pursuant to subsection (b), a Supplemental PAL is not issued, then the Municipality will be responsible for 100% of the additional cost.

(d) If during the course of the final audit the Municipality or DOT discovers that the Municipality had been reimbursed for improper or unauthorized costs or expenses, then the Municipality shall return the amount of such improper or unauthorized costs or expenses to the DOT.

3.24 Semi-Final and Final Inspections.

(a) Before completion of the Construction Project, the Municipality and the DOT shall both perform the semi-final and final inspection of the Construction Project. The Municipality shall notify the DOT in writing that the work is complete and ready for inspection by the DOT.

(b) Within one hundred twenty (120) calendar days of the final acceptance of the physical work by the Municipality and the DOT, the Municipality shall submit to the DOT the required documents as set forth in the Municipality Manual. The Municipality shall be available, and if

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applicable shall require its Inspection Consultant to be available, to assist the DOT with the review and acceptance of the documents required by the Municipality Manual. Upon the DOT's approval of the submitted documents, the DOT will reimburse the Municipality for the approved expenses on any outstanding Vouchers submitted by the Municipality. If the Municipality fails to submit the documents required by the Municipality Manual for the DOT's review and approval, the DOT, at its sole discretion, may assume responsibility for or supplement the Administration of the Construction Project, as described in section 3.11.

3.25 Suspension, Postponement, or Termination of a Municipality-Administered Construction Project.

- (a) Suspension, Postponement, or Termination by the DOT.
 - (1) For Convenience. The DOT, at its sole discretion, may suspend, postpone, or terminate a particular Construction Project and its respective PAL for convenience by giving the Municipality thirty (30) days Official Notice, and such action shall in no event be deemed a breach of the Master Agreement by the DOT.
 - (2) For Cause. As a result of the Municipality's breach of the PAL or failure of the Municipality, its Prime Contractor, Inspection Consultant, Consulting Engineer, or any combination of the foregoing, to perform the work required on any particular Construction Project to the DOT's satisfaction in accordance with the respective PAL, the DOT may suspend, postpone or terminate the particular Construction Project and its respective PAL for cause by giving the Municipality ten (10) days Official Notice, provided that the Municipality fails to cure, or begin to cure, the breach or failure, to the satisfaction of the DOT in its sole discretion, within the cure period that the DOT may, in its sole discretion, set forth in such Official Notice. Such Official Notice shall specify the extent to which performance of work under the PAL is being suspended, postponed or terminated and the date upon which such action shall be effective.
- (b) Termination by the Municipality, with prior DOT approval.
 - (1) The Municipality may request termination of the Construction Project, and if determined by the DOT in its sole discretion to be in the best interests of the Parties, the DOT may agree to the request. Additionally, with respect to Construction Projects receiving federal participation in Funding, receipt of written concurrence from FHWA (or other applicable federal authority) may be required prior to the DOT's approval of the request.
 - (2) Once any required federal concurrence is received, the DOT will send approval of termination by giving Official Notice to the Municipality specifying the extent to which performance of work under the PAL is terminated and the date upon which termination is effective.

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(c) Funding of Acceptable Work. Upon suspension, postponement, or termination in accordance with subsection (a) or termination in accordance with subsection (b), the DOT may provide the Municipality with Funding in part for its expenditures, if any, up to the percentage of acceptable work completed as of the approved date of termination, in accordance with the following:

- (1) The DOT, may at its sole discretion, reimburse the Municipality at the contract unit prices (as specified in the bid documents) for the actual number or units of Contract Items completed prior to the effective date of termination, or as may be agreed by the parties for items of work partially completed, provided the DOT finds the work to be acceptable. If the work is not acceptable, the DOT may withhold reimbursement to the Municipality at its sole discretion. No claim for loss of overhead or anticipated profits that may be asserted by the Municipality's Prime Contractor, Inspection Consultant, or Consulting Engineer shall be allowed or funded as a reimbursable Construction Project cost.
- (2) When the volume of work completed, as of the termination date, is not sufficient to reimburse the Municipality under contract unit prices (as specified in the bid documents) for its related expenses, the DOT, at its sole discretion, may reimburse the Municipality for such expenses entirely or in accordance with the proportionate cost sharing specified in the PAL, depending on the availability of additional funding.
- (3) Materials obtained by the Municipality or its Prime Contractor for the Project that have been inspected, tested as required, and accepted by the DOT, and that have not been incorporated into the physical Construction Project, shall be purchased from the Prime Contractor at actual cost as shown by receipted bills. To this cost shall be added all actual costs for delivery at such points of delivery as may be designated by the DOT, as shown by actual cost records. The Municipality will be reimbursed by the DOT for such costs of the material, and the DOT at its sole discretion, will determine which material will become the property of the DOT.
- (4) If the DOT or FHWA (or other applicable federal authority), deems any of the work that the Municipality itself performed, or engaged a third party to perform on its behalf, to be unacceptable, then upon demand by the DOT or FHWA (or other applicable federal authority), the Municipality shall promptly return, in whole or in part, to the DOT or FHWA (or other applicable federal authority), the DOT or federal Funding that prior to the effective date of termination was disbursed to the Municipality to fund that unacceptable work.

(d) In the case of Construction Project which received no federal or state government funding during its design phase, the Municipality agrees that it will pay for the costs of any DOT-provided services performed prior to termination, including but not limited to, DOT oversight services for the Construction Project.

(e) If the Municipality terminates the Construction Project without the DOT's prior approval, the Municipality shall incur all costs related to the Construction Project without

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reimbursement from the DOT or FHWA (or other applicable federal authority) and shall pay the DOT for any DOT-provided Services performed prior to termination. With respect to federal or state government Funding that was disbursed to the Municipality prior to the effective date of termination, upon demand by the DOT or FHWA (or other applicable federal authority), the Municipality shall promptly return any federal or state government Funding.

(f) Termination of a specific Construction Project shall not relieve the Municipality or its Prime Contractor, Inspection Consultant, or Consulting Engineer of its responsibilities for the work completed as of the termination date, nor shall it relieve the Municipality or any contractor or its surety or of its obligations concerning any claims arising out of the work performed on the Construction Project prior to the termination date or any obligations existing under bonds or insurance required by the Connecticut General Statutes or by this or any other agreement with the DOT or the Municipality.

Article 4. DOT-Administered Construction Projects. When the DOT is responsible for Administering the Construction Project, the sections of this Article 4 apply.

4.1 **Content of the PAL.** The DOT shall issue a PAL to the Municipality which will set forth, at least:

- (a) the funding source, the related federal and DOT program information, and the associated funding ratio between the federal government, the DOT, and the Municipality, as applicable, for the Construction Project;
- (b) the estimated cost for all work under the Construction Project;
- (c) the amount of the Demand Deposit(s) due to the DOT from the Municipality for the Municipality's proportionate share of applicable costs for work under the Construction Project; and
- (d) the Project Amount.

4.2 **Engaging a Prime Contractor.** The DOT shall advertise the Construction Project, obtain bids for all Construction Project work and items to be supplied or constructed by the Prime Contractor, analyze all bids, and award a contract for the Construction Project, all of the foregoing in accordance with the Standard Specifications, DOT procedures, and if applicable, procedures that are acceptable to the federal government. Unless otherwise specified in the PAL, the DOT shall be responsible for providing, or engaging persons or entities to provide, any services required for the Construction Project, including but not limited to, Design Services During Construction and Inspection Activities, and for the procurement and oversight of those individuals or entities.

4.3 **DOT to Perform and Complete the Construction Project.** The DOT shall use the applicable Funding apportionments to complete the Construction Project and all related activities that the DOT agrees to perform under the PAL and pursuant to this Master Agreement.

4.4 **Copies of Plans and Specifications.** Upon the completion of the design phase, prior to

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commencement of construction activities, the DOT shall provide the Municipality with copies of the plans and specifications regarding the Construction Project.

4.5 Design Services During Construction - Municipality-provided. When pursuant to the PAL, the Municipality is required to provide Design Services During Construction:

(a) If the Municipality was the party responsible for undertaking the design phase of the Construction Project, with that design phase funded one hundred percent (100%) by the Municipality, there will be no federal or state government participation in funding the required Design Services During Construction, and the Municipality shall provide Design Services During Construction at its sole expense.

(b) If the design phase of the Construction Project was funded with federal or state government participation, the Municipality shall seek from DOT reimbursement for the Municipality's expenses incurred in providing the Design Services During Construction, and DOT shall reimburse the Municipality for DOT-approved expenditures, all in the following manner:

- (1) The Municipality shall submit to the DOT the Voucher with supporting data, the cost of services rendered and expenses incurred for the billing period. Specifically, with respect to Design Services During Construction that are performed in-house by the Municipality's staff, the Municipality's reimbursable costs shall be limited to the actual payroll, fringe benefits associated with payroll, and approved direct cost charges for the staff's performance of Design Services During Construction.
- (2) Upon review and approval of the Voucher by the DOT, payment of the reimbursement portion of said costs and expenses shall be made to the Municipality, in accordance with the proportionate cost sharing set forth in the PAL.

(c) The Municipality agrees to comply with the requirements imposed by the DOT with respect to selection of, and imposition of contractual requirements upon, any Consulting Engineer retained during the construction phase to provide Design Services During Construction. The scope of the Design Services During Construction is subject to the prior approval of the DOT.

4.6 Municipal Contact Person. The Municipality shall designate a contact person to serve as the Municipality's liaison to provide information to the DOT during the Construction Project and all activities related thereto.

4.7 Reimbursement for Value of Municipality-Owned Utility Facility. Where the Construction Project requires replacement of a Municipality-owned utility facility, the DOT shall reimburse the Municipality for the value of the utility facility being replaced minus the Depreciation Reserve Credit and the value of any materials salvaged from it.

4.8 Semi-Final and Final Inspections. The DOT shall notify the Municipality in writing that the work is ready for inspection by the Municipality. Before completion of the Construction Project, the Municipality and the DOT shall both perform the semi-final and final inspection of the

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Construction Project.

4.9 **Suspension, Postponement, or Termination of a DOT-Administered Construction Project.**

(a) The DOT, upon providing Official Notice, may, in its sole discretion, suspend, postpone, or terminate a specific Construction Project, and such action shall in no event be deemed a breach by the DOT.

(b) If the DOT terminates a specific Construction Project, the DOT, may, at its sole discretion, reimburse the Municipality, in whole or in part, for the Demand Deposit paid to the DOT for the Municipality's proportionate share of costs on the Construction Project.

(c) In the case of a Construction Project which received no federal or state government funding during its design phase, the Municipality agrees that it will pay for the costs of any DOT-provided services performed prior to termination of the Construction Project, including but not limited to, DOT oversight services for the Construction Project.

4.10 **Responsibility for Design Phase Errors or Omissions.** With respect to a Municipal Project for which the Municipality was responsible for undertaking the design phase at its sole expense (without DOT or federal funding), the Municipality assumes all responsibility for any damages, including but not limited to delay damages, during the construction phase that are a result of the errors or omissions or negligence of the Municipality or its consultant(s) in the design of the Municipal Project. The DOT, even while Administrating the Construction Project, shall have no responsibility with respect to such damages, and the Municipality agrees to indemnify, hold harmless and defend the DOT as more particularly described in Article 16.

Article 5. Utilities and Highway Right-of-Way.

5.1 **Relocation.** Where the Construction Project requires readjustment or relocation of a utility facility in, or removal of a utility facility from, the state highway right-of-way or a Municipality-owned highway right-of-way, the parties shall comply with the following provisions:

(a) With respect to any utility facility located within the Municipality-owned highway right-of-way, the Municipality shall issue an appropriate order to any utility to readjust or relocate in the right-of-way, or remove from the right-of-way, its utility facility as is deemed necessary by the Municipality or by the DOT, and the Municipality shall take all necessary legal action to enforce compliance with the issuance of such order.

(b) With respect to any utility located within the state highway right-of-way, the DOT shall issue an appropriate order to any utility to readjust or relocate in the right-of-way, or remove from the right-of-way, its utility facility as is deemed necessary by the Municipality and by the DOT.

(c) With respect to a Municipality-owned utility, whether located in the state highway right-of-way or Municipality-owned highway right-of-way, the Municipality shall promptly readjust

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or relocate in the right-of-way, or remove from the right-of-way, its utility facilities impacted by the Construction Project.

5.2 **Delays.** Regardless of which Party is responsible for Administering the Construction Project, the Municipality shall be responsible, and will not be reimbursed with Funding, for any charges, claims and related damages or costs incurred, including those by the Prime Contractor, for any delays to the Construction Project resulting from:

(a) the failure of the Municipality to issue or enforce compliance with an order to a utility where the Municipality is responsible for such (Municipality-owned highway right-of-way) order; or

(b) in the case of a Municipality-owned utility, failure by the Municipality to promptly readjust, relocate, or remove its utility facilities impacted by the Construction Project.

5.3 **Access to Right-of-Way.** With respect to any work on the Construction Project that requires access to the state highway right-of-way or Municipality-owned highway right-of way, the Party with jurisdiction over the applicable right-of-way is responsible for reviewing the request and granting to the Prime Contractor, the Inspection Consultant, or any subcontractor or subconsultant thereof, as applicable, the right to enter into, pass over and utilize the right-of-way in accordance with all applicable requirements on a case by case basis. Nothing in this section 5.3 shall be construed as waiving any requirements under State of Connecticut laws or regulations relating to access to the highway right-of way, including but not limited to, applying for and obtaining an encroachment permit.

Article 6. Responsibilities of the Parties for Transportation Facilities.

6.1 **During Construction Project.** During the Construction Project, the Municipality shall enforce all applicable State of Connecticut and municipal traffic laws, ordinances and regulations with respect to any existing Transportation Facilities being directly or indirectly affected by the work undertaken during the Construction Project.

6.2 **Upon Completion of Construction Project.** Upon completion of the Construction Project to the satisfaction of the DOT and, if applicable, FHWA (or other federal authority):

(a) The Municipality assumes all responsibility for:

(1) the proper maintenance and operation of all Municipality-owned Transportation Facilities constructed as part of the Construction Project;

(2) the proper maintenance and operation of all traffic control signals installed on Municipality-maintained roadways as part of the Construction Project, provided that a thirty (30) day operational test period, which commences upon the Prime Contractor's installation of the respective traffic control signal, has been completed to the satisfaction of the Party Administering the Construction Project. (The Party Administering the Construction Project shall require its Prime Contractor to assume

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responsibility for any operational issues during the thirty (30) day test period.) In the event that the completion of the Construction Project occurs prior to the satisfactory completion of the thirty (30) day test period, then the Municipality's assumption of responsibility with respect to the traffic control signal commences upon satisfactory completion of the thirty (30) day test period.

- (3) the payment of energy costs for operation of all traffic control signals and illumination installed as part of the Construction Project when these traffic control signals and illumination are (1) entirely on Municipality-maintained roadways, or (2) at locations (such as an intersection) including at least one roadway for which the Municipality is responsible for maintaining; and
- (4) enforcement of all applicable State of Connecticut and municipal traffic laws, ordinances and regulations with respect to the Transportation Facilities, roadways, or improvements thereto, constructed as part of the Construction Project.

(b) The DOT shall assume responsibility for maintenance of DOT-owned Transportation Facilities, or improvements thereto, constructed as part of the Construction Project, unless otherwise agreed to in writing by the authorized representatives of the Parties.

6.3 Failure to Fulfill Maintenance Responsibilities. If the Municipality fails to fulfill the maintenance responsibilities set forth in subsections (a)(1) or (a)(2) of section 6.2, it may be disqualified, at the DOT's sole discretion, from participating in any future federal or state government funded Municipal Projects that impart maintenance responsibilities on the Municipality. Nothing in this section shall limit any other remedies that DOT may have under this Master Agreement or under the law.

Article 7. Responsibility for Costs.

7.1 Non-participating Items. With respect to Construction Projects that receive federal Funding, the Municipality is responsible for one hundred percent (100%) of the total cost of all Nonparticipating Item(s) and the cost of any Incidentals to Construction that are related to or associated with the Nonparticipating Item(s). The cost of such associated Incidentals to Construction will be determined as follows: A percentage will be derived from the ratio of the total Incidentals to Construction cost to the total contract items cost, as determined by a post-construction final audit, and this percentage will be multiplied by the total cost for the Non-participating Items. The final audit governs the determination of all contract item costs and the final billing to the Municipality for Non-participating Items. However, if the cost of the total Nonparticipating Items is less than ten percent (10%) of the cost of the total contract items, the DOT, at its sole discretion, may deem the cost of such associated Incidentals to Construction to be participating and eligible for Funding.

7.2 Final Payment. Final payment by the Municipality to the DOT, or by the DOT to the Municipality, shall be based upon the actual participating construction costs as determined by a post-construction final audit by the DOT, using cost sharing percentages and funding procedures set forth in the PAL.

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7.3 **Costs Resulting from Errors or Omissions.** The Municipality shall reimburse the DOT for one hundred percent (100%) of all construction costs and costs of DOT-provided Services, which costs are the result of errors or omissions of the Municipality or its consultant(s), including, but not limited to, errors or omissions with respect to the PS&E, inadequate provision of the Inspection Activities or Design Services During Construction by the Municipality or any of its consultants, or inadequate Administration by the Municipality, as applicable. In order to determine the total cost of DOT-provided Services that were attributable to the errors and omissions of the Municipality (as such are not itemized during the Construction Project), a percentage(s) will be derived from the ratio of the total cost of all DOT-provided Services to the total actual construction cost, as determined by a post-construction audit, and this percentage will be multiplied by the amount attributable to the Municipality's error or omission, as determined by the DOT, to determine the cost of DOT-provided Services incurred as a result of the errors or omissions which the Municipality must reimburse to the DOT. This provision will survive the expiration of the PAL, the final acceptance of the Construction Project, and the termination of the Master Agreement, or the expiration of the Term.

7.4 **Sidewalk Construction.** The Municipality shall participate in the cost of sidewalks constructed as part of the Construction Project, other than existing sidewalks disturbed by the Construction Project, as set forth in Connecticut Department of Transportation Policy Statement, Policy No. E&C.-19, as may be revised, incorporated by reference into this Master Agreement.

Article 8. Disbursement of Grant Funds; Conditions of Payment.

8.1 **Method of Disbursement.** With respect to each Construction Project undertaken pursuant to this Master Agreement, the DOT shall disburse the Funding to the Municipality according to a method determined at the DOT's sole discretion, and in accordance with any applicable state or federal laws, regulations, and requirements.

8.2 **Funding on Reimbursement Basis.** The DOT, by entering into this Master Agreement, does not pledge or promise to pledge the assets of the DOT or the State of Connecticut, nor does it promise to pay any compensation to the Municipality from any monies of the treasury of the State of Connecticut. The Funding in the PAL will be provided to the Municipality by the DOT on a reimbursement basis, provided the Municipality is in compliance with the PAL and this Master Agreement.

8.3 **Federal Approvals Required.** The Municipality agrees that with respect to PALs that include federal participation in Funding, no PAL issued by the DOT is effective until all required federal approvals are received by the DOT for the Construction Project.

8.4 **Lack of Timeliness in Municipality Performance.** If the Municipality fails to timely commence and complete the Construction Project as set forth in the respective PAL to the satisfaction of the DOT and in accordance with all applicable federal, state, and local laws, regulations, ordinances, or requirements, then:

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- (a) the DOT has no obligation to reimburse the Municipality for its expenses incurred;
- (b) to the extent any Funding already has been disbursed to the Municipality, the Municipality shall return any disbursed funds and any interest earned to-date to the DOT within ten (10) business days of receipt of a request from the DOT; and
- (c) the DOT may recover from the Municipality the DOT's costs for the DOT-provided Services performed on the Construction Project. Upon receipt of written demand from the DOT, the Municipality shall provide payment for the DOT-provided Services within thirty (30) days.

Article 9. Records and Audit.

9.1 **Examination.** The Municipality shall make available for examination by the DOT and the State of Connecticut and its agents, including but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and the Chief State's Attorney and their respective agents all of its records, documents, and accounting procedures and practices relevant to any Funding received under this Master Agreement, and for a period of time in accordance with all applicable state or federal audit requirements.

9.2 **Retention.** With respect to each Construction Project undertaken under this Master Agreement, the Municipality shall maintain and secure all records for a period of three (3) years after issuance of the Construction Project's Certification of Acceptance, or three (3) years after the final payment has been made to the Prime Contractor or the termination of any litigation related to the Construction Project, whichever is later or for such longer time as instructed by the DOT, the State of Connecticut and its agents, or the federal government.

Article 10. Additional Mandatory Requirements.

10.1 **Mandatory State and Federal Requirements.** With respect to each PAL issued and acknowledged under this Agreement, the Municipality shall comply with the "Mandatory State and Federal Requirements," attached at Schedule K, as may be revised from time to time to reflect changes in law. With respect to any agreements that the Municipality enters into in order to fulfill its obligations for a particular Construction Project, the Municipality agrees to pass down to its contractor(s) and in lower tier subcontractor(s) the applicable requirements set forth in the Mandatory State and Federal Requirements.

10.2 **Additional Federal Requirements.** With respect to each PAL issued and acknowledged under this Agreement that involves the passing of Funds from any agency or office of the federal government, including, but not limited FHWA, the Municipality shall comply with that agency's contracting requirements, directives, and policies that are in place at the time the respective PAL is in effect, except to the extent that the DOT and the respective federal agency may permit otherwise in writing.

10.3 **Revisions.** While this Master Agreement and the attached Schedules include applicable State of Connecticut and FHWA requirements (that the Municipality must comply with

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and must require its Prime Contractor, Inspection Consultant, and Consulting Engineer, as applicable, to comply with), the Municipality hereby acknowledges that such requirements are subject to revision by the DOT, FHWA, or other authorized federal agency, from time to time during the Term and that by accepting federal or state government Funding under this Master Agreement, the Municipality agrees to be subject to such revised requirements and changes of law as in effect at any given time and, as a result thereof, shall perform any additional obligations with respect to the particular Construction Project, throughout the Term of this Master Agreement.

Article 11. Conflict.

11.1. **Conflict.** In case of a conflict between the provisions of any particular PAL, the Master Agreement, the Mandatory State and Federal Requirements, or any specification, guide, manual, policy, document, or other publication referenced in the Master Agreement, the provision containing additional details or more stringent requirements will control. In case of the Municipality's inability to determine the controlling provision or where it is not possible to comply with the requirements of multiple provisions, the DOT shall have the right to determine, in its sole discretion, which provision applies. The Municipality shall promptly request in writing the DOT's determination upon the Municipality's inability to determine the controlling provision or upon becoming aware of any such conflict. This provision shall survive the expiration or termination of this Master Agreement.

11.2 **Revisions to Manuals.** With respect to any guide, manual, policy, document, or other publication referenced throughout the Master Agreement and noted to be subject to revision throughout the Term of this Agreement by way of the phrase "as may be revised," for the particular Construction Project the Municipality agrees to comply with the version of the document or publication that is in effect on the date of the Written Acknowledgement of the PAL for the Construction Project. This section does not apply to the Standard Specifications.

Article 12. Review of Municipality's Activities. The Municipality shall cooperate fully with the DOT and permit the DOT, FHWA, or other federal authority, as applicable, to review, at any time during the Construction Project, all activities performed by the Municipality with respect to any PAL issued under this Master Agreement. Upon request of the DOT, the Municipality shall timely furnish all documents related to the Construction Project so that the DOT may evaluate the Municipality's activities with respect to the Construction Project, including, but not limited to, its use of the Funding as required by the PAL, this Master Agreement, and applicable law.

Article 13. Term and Termination of the Master Agreement.

13.1 **Term.** The Term commences on the Effective Date and continues for ten (10) years, unless terminated earlier in accordance with this Article.

13.2 **Termination for Convenience.** The DOT may terminate this Master Agreement for convenience, at its sole discretion, upon providing thirty (30) days Official Notice to the Municipality.

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13.3 **Termination for Cause.** As a result of the Municipality's breach of the Master Agreement or a particular PAL or the failure of the Municipality, its Prime Contractor, Inspection Consultant, Consulting Engineer, or any combination of the foregoing, to perform the work required on any particular Construction Project to the DOT's satisfaction in accordance with the respective PAL, the DOT may terminate this Master Agreement for cause by giving the Municipality ten (10) days Official Notice, provided that the Municipality fails to cure, or begin to cure, the breach or failed performance, to the satisfaction of the DOT in its sole discretion, within the notice period that the DOT may, in its sole discretion, set forth in such Official Notice. Termination for cause by the DOT will not prejudice the right of the DOT to pursue any of its remedies for breach, including recovery of any Funding paid to the Municipality prior to termination for cause.

13.4 **Effect on In-progress PALs.**

(a) Upon expiration of the Term or the DOT's earlier termination for convenience of the Master Agreement, any issued PAL for a Construction Project that is still in-progress will remain in full force and effect and will continue through completion and final acceptance by the DOT of the respective Construction Project, and the Municipality shall be subject to all applicable terms and conditions of the PAL and this Master Agreement, unless the respective PAL is itself terminated in accordance with section 3.25 (for Municipality-Administered projects) or section 4.9 (for DOT-Administered Projects).

(b) Upon the DOT's termination of this Master Agreement for cause, any PALs in-progress at the time will automatically terminate, unless the DOT provides Official Notice stating otherwise. The DOT, at its sole discretion, will determine and state in such Official Notice to the Municipality, if any in-progress PALs will remain in effect, and in such case, the Municipality agrees that it must complete performance of such in-progress PAL(s) through completion and final acceptance by the DOT of the respective Construction Project in compliance with all applicable terms and conditions of the PAL and this Master Agreement.

Article 14. Official Notice. Any Official Notice from one Party to the other Party, in order for such notice to be binding thereon, shall:

14.1 Be in writing (as a printed hard copy or electronic or facsimile copy) addressed to:

(a) When the DOT is to receive Official Notice:

Commissioner of Transportation
Connecticut Department of Transportation
2800 Berlin Turnpike
P.O. Box 317546
Newington, Connecticut 06131-7546;

(b) When the Municipality is to receive Official Notice:

Master Municipal Agreement for Construction Projects

First Selectman
Town of Colchester
127 Norwich Avenue
Colchester, Connecticut 06415;

14.2 Be delivered to the address recited herein in person, by facsimile or by electronic transmission, with acknowledgement of receipt, or be mailed by United States Postal Service with return receipt requested by mail, electronic means, or any other methods of receiving the return receipt as identified by the Mailing Standards of the U.S. Postal Service, as may be revised; and

14.3 Contain complete and accurate information in sufficient detail to properly and adequately identify and describe the subject matter thereof.

Article 15. Insurance.

15.1 Minimum Limits of Coverage.

(a) With respect to the work on the particular Construction Project that the Municipality performs or that the Municipality engages a Prime Contractor to perform, respectively, the Municipality when performing the work shall carry, or when the Prime Contractor is performing the work, the Municipality shall require the Prime Contractor to carry and to impose on its subcontractors the requirement to carry, for the duration of the Construction Project the insurance requirements set forth in the Standard Specifications, including "Section 1.03.07 Insurance" and specifically with respect to any working drawings prepared by a designer "Section 1.05.02(2)(a) Plans, Working Drawings and Shop Drawings," and any additional insurance coverage or increased limits required in the Special Provisions for the particular Construction Project.

(b) With respect to the Inspection Activities on the particular Construction Project that the Municipality performs or that the Municipality engages an Inspection Consultant to perform, respectively, on the Construction Project, and with respect to Design Services During Construction performed by the Municipality or by a Consulting Engineer, the Municipality when performing the work shall carry, or when the Inspection Consultant or Consulting Engineer is performing the work, the Municipality shall require the Inspection Consultant or Consultant Engineer to carry and to impose on any subconsultant(s) the requirement to carry, for the duration of the Construction Project, the following insurance:

(1) Commercial General Liability Insurance, including Contractual Liability Insurance, providing for a total limit of One Million Dollars (\$1,000,000) per occurrence for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence, and, subject to that limit per accident, an aggregate limit of Two Million Dollars (\$2,000,000) for all damages arising out of bodily injuries to or death of all persons in all accidents or occurrences and out of injury to or destruction of property during the policy period, with the DOT being named an additional insured party;

Master Municipal Agreement for Construction Projects

(2) Automobile Liability Insurance with respect to the operation of all motor vehicles, including those hired or borrowed, used in connection with the Construction Project, providing for a total limit of One Million Dollars (\$1,000,000) per occurrence for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence, with the DOT being named an additional insured party. In cases where an insurance policy shows an aggregate limit as part of the automobile liability coverage, the aggregate limit must be at least Two Million Dollars (\$2,000,000);

(3) Railroad Protective Liability Insurance (when the Construction Project requires work within fifty (50) feet of the railroad right-of-way or DOT-owned rail property), with coverage limits of not less than Two Million Dollars (\$2,000,000) per occurrence for all damages arising out of any one accident or occurrence in connection with bodily injury or death or injury to or destruction of property, and, subject to that limit per accident, an aggregate limit of Six Million Dollars (\$6,000,000) for all injuries to persons or property during the policy period, and with all entities falling within any of the following listed categories as named insured parties: (i) the owner of the railroad right-of-way, (ii) the owner of any railcar licensed or permitted to travel within that affected portion of railroad right-of-way, (iii) the operator of any railcar licensed or permitted to travel within that affected portion of the railroad right-of-way, (iv) the DOT and (v) any other party with an insurable interest. If such insurance is required, the Municipality, Inspection Consultant, or subconsultant shall obtain and submit the minimum coverage indicated above to the DOT prior to the commencement of the work and shall maintain coverage until the work is accepted by the DOT;

(4) Valuable Papers Insurance Policy, with coverage maintained until the work has been completed and accepted by the DOT, and all original documents or data have been returned to the DOT, providing coverage in the amount of Fifty Thousand Dollars (\$50,000) regardless of the physical location of the insured items. This insurance will assure the DOT that all records, papers, statistics and other data or documents will be re-established, recreated or restored if made unavailable by fire, theft, or any other cause. The Municipality, the Inspection Consultant, Consulting Engineer, or subconsultant, as applicable, shall retain in its possession duplications of all products of its work under the contract if and when it is necessary for the originals to be removed from its work under the contract, and if and when necessary for the originals to be removed from its possession during the time that this policy is in force.

(5) Workers' Compensation Insurance, and, as applicable, insurance required in accordance with the U.S. Longshore and Harbor Workers' Compensation Act, in accordance with the requirements of the laws of the State of Connecticut, and of the laws of the United States respectively; and

(6) Professional Liability Insurance for errors and omissions in the minimum amount of Two Million Dollars (\$2,000,000), with the appropriate and proper endorsement to its Professional Liability Policy to cover the Indemnification clause in this Master Agreement as the same relates to negligent acts, errors or omissions in the work

Master Municipal Agreement for Construction Projects

performed by the Municipality, Inspection Consultant, or subconsultant, as applicable. The Municipality, Inspection Consultant, or subconsultant may, at its election, obtain a policy containing a maximum Two Hundred Fifty Thousand Dollars (\$250,000) deductible clause, but if it should obtain a policy containing such a deductible clause the Municipality, Inspection Consultant, or subconsultant shall be liable, as stated above herein, to the extent of the deductible amount. The Municipality, Inspection Consultant, Consulting Engineer, or subconsultant shall, and shall continue this liability insurance coverage for a period of three (3) years from the date of acceptance of the completed design or work subject to the continued commercial availability of such insurance. It is understood that the above insurance may not include standard liability coverage for pollution or environmental impairment. However, the Municipality, Inspection Consultant, Consulting Engineer, or subconsultant shall acquire and maintain pollution and environmental impairment coverage as part of this Professional Liability Insurance, if such insurance is applicable to the work performed by the Municipality, Inspection Consultant, Consulting Engineer, or subconsultant under the PAL for the Construction Project

(c) In the event the Municipality, Prime Contractor, subcontractor, Inspection Consultant, Consulting Engineer, or subconsultant, as applicable, secures excess/umbrella liability insurance to meet the minimum coverage requirements for Commercial General Liability or Automobile Liability Insurance coverage, the DOT must be named as an additional insured on that policy.

15.2 Insurance Company Authorized Pursuant to State of Connecticut Law. For each Construction Project, the required insurance coverage of the types and minimum limits as required by the Master Agreement must be provided by an insurance company or companies, with each company, or if it is a subsidiary then its parent company, authorized, pursuant to the Connecticut General Statutes, to write insurance coverage in the State of Connecticut and/or in the state in which it, or in which the parent company, is domiciled. In either case, the company must be authorized to underwrite the specific line coverage. Solely with respect to work performed directly and exclusively by the Municipality, the Municipality may request that the DOT accept coverage provided under a municipal self-insurance program as more particularly described in section 15.6.

15.3 Certificate of Insurance. The Municipality shall provide to the DOT evidence of all required insurance coverages by submitting a Certificate of Insurance on the form(s) acceptable to the DOT fully executed by an insurance company or companies satisfactory to the DOT.

15.4 Copies of Policies. The Municipality shall produce, and require its Prime Contractor, any subcontractor, Inspection Consultant, Consulting Engineer, or any subconsultant, as applicable, to produce, within five (5) business days, a copy or copies of all applicable insurance policies when requested by the DOT. In providing said policies, the Municipality, Prime Contractor, subcontractor, Inspection Consultant, Consulting Engineer, or subconsultant, as applicable may redact provisions of the policy that are proprietary. This provision shall survive the suspension, expiration or termination of the PAL and the Master Agreement. The Municipality agrees to notify the DOT with at least thirty days prior notice of any cancellation or change in the insurance coverage required under this Master Agreement.

Master Municipal Agreement for Construction Projects

15.5 Update to Minimum Insurance Limit Requirements. The Municipality acknowledges and agrees that the minimum insurance coverage limits set forth in this Master Agreement are subject to increase by the DOT, at its sole discretion, from time to time during the Term of this Master Agreement. The DOT will provide the Municipality with the updated minimum insurance coverage limit requirements as applicable to the particular Construction Project. Upon issuance of a PAL by the DOT, and submission of the Written Acknowledgment of the PAL by the Municipality, the Municipality agrees to shall comply with the updated minimum insurance coverage limit requirements as specified by the DOT for the particular Construction Project.

15.6 Self-insurance.

(a) With respect to activities performed directly and exclusively by the Municipality with Municipal forces or staff on a particular Construction Project, the Municipality may request that the DOT accept coverage provided under a self-insurance program in lieu of the specific insurance requirements set forth in section 15.1. The Municipality shall submit to the DOT a notarized statement, by an authorized representative:

- (1) certifying that the Municipality is self-insured;
- (2) describing its financial condition and self-insured funding mechanism;
- (3) specifying the process for filing a claim against the Municipality's self-insurance program, including the name, title and address of the person to be notified in the event of a claim; and
- (4) agreeing to indemnify, defend and save harmless the State of Connecticut, its officials, agents, and employees from all claims, suits, actions, damages, and costs of every name and description resulting from, or arising out of, activities performed by the Municipality under the PAL issued for the Construction Project.

(b) If requested by the DOT, the Municipality must provide any additional evidence of its status as a self-insured entity.

(c) If the DOT, in its sole discretion, determines that such self-insurance program is acceptable, then the Municipality shall assume any and all claims as a self-insured entity.

(d) If the DOT accepts a Municipality's particular self-insurance coverage, the Municipality will not be required to obtain from an insurance company the respective insurance requirement(s) displaced by that particular self-insurance coverage.

(e) If the DOT does not approve the Municipality's request to provide coverage under a self-insurance program for the particular activities, the Municipality must comply with the respective insurance requirement(s) stated in the Master Agreement, including but not limited to, the type of coverage and minimum limits applicable to the coverage.

Master Municipal Agreement for Construction Projects

Article 16. Indemnification.

16.1 For the purposes of this Article, the following definitions apply.

(a) Claims: All actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmaturing, contingent, known or unknown, at law or in equity, in any forum.

(b) Municipality's Parties: A Municipality's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Municipality is in privity of oral or written contract and the Municipality intends for such other person or entity to perform under the Master Agreement or the PAL in any capacity.

(c) Records: All working papers and such other information and materials as may have been accumulated by the Municipality in performing the Master Agreement or the PAL, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries, memoranda and correspondence, kept or stored in any form.

(d) State: The State of Connecticut, including the DOT and any office, department, board, council, commission, institution or other agency or entity of the State.

16.2 With respect to Municipality-Administered Construction Projects, the Municipality agrees that it shall indemnify, defend and hold harmless, and it shall require the Municipality's Parties to indemnify, defend and save harmless, the State, and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with this Master Agreement and any PAL issued hereunder, including the acts of commission or omission (collectively, the "Acts") of the Municipality or the Municipality's Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts of the Municipality or the Municipality's Parties, or the Master Agreement and any PAL issued hereunder. The Municipality and the Municipality's Parties shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Municipality's and the Municipality's Parties' obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Municipality's or Municipality's Parties' bids, proposals or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the performance of this Master Agreement or any PAL issued hereunder.

16.3 With respect to DOT-Administered Construction Projects, the Municipality agrees to indemnify and hold harmless the State, its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with this Master Agreement and any PAL issued hereunder, including the acts of

Master Municipal Agreement for Construction Projects

commission or omission (collectively, the "Acts") of the Municipality or the Municipality's Parties; and (2) liabilities, damages, losses, costs, and expenses including but not limited to, attorneys' and other professionals' fees, arising directly or indirectly, in connection with Claims, Acts of the Municipality or the Municipalities Parties this Master Agreement, and any PAL issued hereunder, including but not limited to, design errors or omissions and failures to make necessary arrangements for utility work.

16.4 The Municipality and the Municipality's Parties shall not be responsible for indemnifying or holding the DOT harmless from any liability arising due to the negligence of the State or any third party acting under the direct control or supervision of the State.

16.5 The Municipality and the Municipality's Parties shall reimburse the State for any and all damages to the real or personal property of the DOT caused by the Acts of the Municipality and the Municipality's Parties. The DOT shall give the Municipality and the Municipality's Parties reasonable notice of any such Claims.

16.6 The Municipality's and the Municipality's Parties' duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Master Agreement and any extension thereof, without being lessened or compromised in any way, even where the Municipality and the Municipality's Parties are alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.

16.7 The Municipality and the Municipality's Parties shall carry and maintain at all times during the term of this Master Agreement, and during the time that any provisions survive the term of this Master Agreement, sufficient general liability insurance to satisfy its obligations under this Master Agreement. The Municipality and the Municipality's Parties shall name the DOT as an additional insured on the policy. The State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the State is or was contributorily negligent.

16.8 This section shall survive the expiration or earlier termination of the Term or any PAL issued hereunder, shall apply to any extension of the Term of this Master Agreement, and shall not be limited by reason of any insurance coverage.

Article 17. Sovereign Immunity.

17.1 **No Waiver of the State's Immunities.** Nothing in this Master Agreement or any PAL issued hereunder shall be construed as a modification, compromise or waiver by the DOT of any rights or defenses of any immunities provided by federal law or the laws of the State of Connecticut to the DOT or any of its officers and employees, which they may have had, now have or will have with respect to matters arising out of this Master Agreement. To the extent that this section conflicts with any other section, this section shall govern.

17.2 **Defense of Suits by the Municipality.** Nothing in this Agreement shall preclude the Municipality from asserting its Governmental Immunity rights in the defense of third party claims.

Master Municipal Agreement for Construction Projects

The Municipality's Governmental Immunity defense against third party claims, however, shall not be interpreted or deemed to be a limitation or compromise of any of the rights or privileges of the DOT, at law or in equity, under this Agreement, including, but not limited to, those relating to damages.

Article 18. Governing Law. The Parties deem the Master Agreement to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Master Agreement to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws.

To the extent that any immunities provided by federal law or the laws of the State of Connecticut do not bar an action against the DOT, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Municipality waives any objection which it may now have or will have to the laying of venue of any claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding. Nothing contained in the terms or provisions of this Master Agreement shall be construed as waiving any of the rights of the DOT under the laws of the State of Connecticut. Nothing contained in this Master Agreement shall be construed as an agreement by the DOT to directly or indirectly obligate the DOT to creditors or employees of the Municipality or to the Municipality's Parties.

Article 19. Amendment. This Master Agreement may be amended by mutual written agreement signed by the authorized representative of each Party and approved by the Attorney General of the State of Connecticut, and upon receipt of any additional approvals required by law.

Article 20. Severability. If any provision of this Master Agreement or application thereof is held invalid, that invalidity shall not affect other provisions or applications of the Master Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Master Agreement are severable.

Article 21. Waiver. The failure on the part of the DOT to enforce any covenant or provision herein contained does not waive the DOT's right to enforce such covenant or provision, unless set forth in writing. The waiver by the DOT of any right under this Master Agreement or any PAL, unless in writing, shall not discharge or invalidate such covenant or provision or affect the right of the DOT to enforce the same.

Article 22. Remedies are nonexclusive. No right, power, remedy or privilege of the DOT shall be construed as being exhausted or discharged by the exercise thereof in one or more instances, and it is agreed that each and all of said rights, powers, remedies or privileges shall be deemed cumulative and additional and not in lieu or exclusive of any other right, power, remedy or privilege available to the DOT at law or in equity.

Article 23. Entire Agreement. This Master Agreement constitutes, when fully executed and approved as indicated, the entire agreement between the parties and shall supersede all previous communications, representations, or agreements, either oral or written, between the Parties hereto

Master Municipal Agreement for Construction Projects

with respect to the subject matter hereof; and no agreement or understanding varying or extending the same shall be binding upon either party hereto unless in writing signed by both parties hereto.

Master Municipal Agreement for Construction Projects

The parties have executed this Master Agreement by their duly authorized representatives on the day and year indicated, with full knowledge of and agreement with its terms and conditions.

STATE OF CONNECTICUT
Department of Transportation
James Redeker, Commissioner

By _____
Thomas A. Harley P.E.
Bureau Chief
Bureau of Engineering and Construction

Date: _____

TOWN OF COLCHESTER

By _____
Honorable Gregg Schuster
First Selectman

Date: _____

**Schedule A
PAL Template**

[Addressee – Designated Municipal Official]

Local Roads

Dear [Addressee – Designated Municipal Official]:

Subject: Project Authorization Letter
For the [Project Description] (Construction Project)

State Project No.
Federal Project No.
Master Agreement No.

On [date] the State of Connecticut, Department of Transportation (DOT) and the [City/Town] of [NAME OF CITY/TOWN] (Municipality) entered into the Master Municipal Agreement for Construction Projects (Master Agreement) noted above. This Project Authorization Letter (PAL) is issued pursuant to the Master Agreement. The capitalized terms used in this PAL are the same as those used in the Master Agreement.

The [DOT/Municipality] is responsible for the Administration of the Construction Project.

The Construction Project is to provide [ENTER DESCRIPTION], beginning at a point [] and ending at [], a distance of [] feet.

Funding for the Construction Project is provided under [identify the Federal and or State program and associated funding ratio between F/S/T] and payment will be on a reimbursement basis. The maximum reimbursement to the Municipality under this PAL is \$[ENTER AMOUNT] dollars. In addition, any reimbursement for actual expenditures will be in accordance with the terms of the Master Agreement. Costs contained in this PAL shall not be exceeded without first obtaining written permission from the DOT. Attached is an estimated engineering cost break down for construction project activities. A Demand Deposit in the amount of \$[ENTER AMOUNT] dollars is due the DOT for [identify the purpose of the deposit, i.e. their share of DOT costs, non-federal cost of sidewalks etc.]

This Construction Project has been assigned a [ENTER CORRECT DESIGNATION DBE/SBE/SBPPP] goal of []% and the Municipality shall comply with the requirements pertaining to the goal as stipulated in the Master Agreement.

[For Municipality-Administered Construction Projects ADD: The issuance of the PAL itself is not an authorization for the Municipality to begin performing work with respect to the Construction Project. The Municipality may advance or begin work on the Construction Project only after it has received from the DOT an Authorization to Award Notice.]

[enter to:]

-2-

[enter date:]

Please indicate your concurrence with the PAL by signing below on or before [date] and returning a copy to the DOT's Authorized Representative. Submission of the Written Acknowledgement of the PAL by facsimile or electronic transmission is acceptable. The Master Agreement and the PAL will be incorporated into one another in their entirety and contain the legal and binding obligations of the Municipality with respect to the Construction Project.

If you have any questions please contact [Mr./Ms. _____], the Project Manager at (860) 594-[xxxx].

Very truly yours,

Authorized DOT Representative

Concurred By _____ Date _____

Print Name:
Designated Municipal Official

PAL ATTACHMENT
STATE PROJECT NO.XXX
FEDERAL PROJECT NO.XXXX
ESTIMATED Construction COSTS

A. Contract Items and Contingencies	\$
B. Incidentals to Construction-Municipal Services	\$
C. Extra Work Allowance-Municipal Services (+/-10% of B)	\$
D. Total Municipal Cost (A+B+C)	\$
E. Incidentals to Construction-DOT Materials Testing	\$
F. Incidentals to Construction-DOT Administrative Oversight	\$
G. Incidentals to Construction-DOT Audits	\$
H. Extra Work Allowance by DOT Forces (+/-10% of E+F+G)	\$
I. Total Incidentals to Construction-DOT (E+F+G+H)	\$
J. Total Construction Cost (D+I)	\$
K. Federal Proportionate Share of the Total Construction Cost (X% of J)	\$
L. DOT Proportionate Share of the Total Construction Cost (X% of J)	\$
M. Maximum Amount of Reimbursement to the Municipality (100% of D)	\$
N. Demand Deposit Required from the Municipality	\$

(NOTE: Depending on the federal program the cost sharing between the parties will vary and this attachment will be adjusted accordingly by the initiating unit.)

Master Municipal Agreement for Construction Projects
Schedule B

CONNECTICUT
REQUIRED CONTRACT PROVISION
STANDARD EQUAL EMPLOYMENT OPPORTUNITY
CONSTRUCTION CONTRACT SPECIFICATIONS

1. Appendix A and Appendix B referred to below and attached hereto express goals and timetables for the utilization of females and minorities respectively on all state funded and federally assisted construction projects funded by or through the Connecticut Department of Transportation.

Appendix A establishes the goal for minority and female utilization in all crafts statewide on state funded construction projects. Appendix B refers to minority and female utilization goals in all crafts statewide on federally assisted/funded construction projects.

2. The goals for minority and female participation are expressed in percentage terms for the contractor's aggregate work-force in each trade on all construction work in the Covered Area, are as follows:

STATE UTILIZATION GOALS **FEDERAL UTILIZATION GOALS**

See Appendix A

See Appendix B

These goals are applicable to all the contractor's construction work (whether or not it is federal or federally assisted) performed in the Covered Area. If the contractor performs construction work in a geographical area located outside of the Covered Area, it shall apply the goals established for such geographical area where the work is actually performed. With federally involved and non-federally involved construction.

3. The contractor's compliance with the federal Executive Order 11246 and the regulation in 41 CFR Part 60-4 shall be based on its implementation of the specific affirmative action obligations required by the specifications set forth in 41 CFR Part 60-4.3(A) and its efforts to meet the goals established for the geographical area where the contract is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hour performed.

4. As used in these specifications:

- a. "Covered Area" means the geographical area described in the solicitation from which this contract resulted.
- b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority.
- c. "Employer Identification Number" means the Federal Social Security Number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
- d. "Minority" includes:
 1. Black (all persons having origins in any of the Black African racial groups not of Hispanic origin):

Schedule B

2. Hispanic (all persons of Mexican, Puerto Rican, Cuban Central or South American or other Spanish Culture or Origin, regardless of race):
 3. Asian or Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands: and
 4. American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
5. Whenever the contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications which contain the applicable goals for minority and female participation.
6. If the contractor is participating (pursuant to 41 CFR Part 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the Covered Area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the Equal Employment Opportunity (EEO) clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the plan goals and timetables.
7. The contractor shall implement the specific affirmative action standards provided in subparagraphs 10a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonably be able to achieve in each construction trade in which it has employees in the Covered Area. Covered construction contractors performing construction work in geographical areas where they do not have a federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form and such notices may be obtained from any Office of Federal Contract Compliance Programs (OFCCP) Office or from federal procurement contracting officers. The contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
8. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the contractor's obligations under these specifications, federal Executive Order 11246, or the regulations promulgated pursuant hereto.
9. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the contractor during the training period, and the contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
10. The contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

Schedule B

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites; and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off the street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason thereafter; along with whatever additional actions the contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority person or women sent by the contractor, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under subparagraph 10b above.

f. Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO Policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company EEO Policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment, decisions including specific foreman, etc. prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the contractor's EEO Policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and

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training organizations serving the contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the contractor shall send written notification to organizations such as the above, describing the openings, screening procedures and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a contractor's work-force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are nonsegregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the contractor's EEO policies and affirmative action obligations.

11. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (subparagraphs 10a through p). The efforts of a contractor association, joint contractor union, contractor community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under subparagraphs 10 a through p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female work-force participation, makes a good faith effort to meet with individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.

12. A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the contractor may be in violation of federal Executive Order 11246 if a particular group is employed in a substantially disparate manner, (for example, even though the contractor has achieved its goals for women generally, the contractor may be in violation of the Executive Order if a specific

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minority group of women is under utilized).

13. The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

14. The contractor shall not enter into any subcontract with any person or firm debarred from government contracts pursuant to federal Executive Order 11246.

15. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to federal Executive Order 11246, as amended, and its implementing regulations by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and federal Executive Order 11246, as amended.

16. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 10 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR Part 60-4.8.

17. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation, if any, employee identification number when assigned, social security number, race, sex, status, (e.g. mechanic, apprentice, trainee, helper, or laborer) dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

18. Nothing herein provided shall be construed as a limitation upon the application of their laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

19. The Director of the Office of Federal Contract Compliance Programs, from time to time, shall issue goals and timetables for minority and female utilization which shall be based on appropriate work-force, demographic or other relevant data and which shall cover construction projects or construction contracts performed in specific geographical areas. The goals, which shall be applicable to each construction trade in a covered contractor's or timetables, shall be published as notices in the Federal Register, and shall be inserted by the Contracting officers and applicants, as applicable, in the Notice required by 41 CFR Part 60-4.2.

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STATE FUNDED PROJECTS (only)
APPENDIX A
(Labor Market Goals)

<u>LABOR MARKET AREA GOAL</u>				<u>Minority</u>	<u>Female</u>
Bridgeport				14%	6.9%
Ansonia	Beacon Falls	Bridgeport	Derby		
Easton	Fairfield	Milford	Monroe		
Oxford	Seymour	Shelton	Stratford		
Trumbull					
Danbury				4%	6.9%
Bethel	Bridgewater	Brookfield	Danbury		
Kent	New Fairfield	New Milford	Newtown		
Redding	Ridgefield	Roxbury	Sherman		
Washington					
Danielson				2%	6.9%
Brooklyn	Eastford	Hampton	Killingly		
Pomfret	Putnam	Scotland	Sterling		
Thompson	Voluntown	Union	Woodstock		
Hartford				15%	6.9%
Andover	Ashford	Avon	Barkhamsted		
Berlin	Bloomfield	Bolton	Bristol		
Burlington	Canton	Chaplin	Colchester		
Columbia	Coventry	Cromwell	Durham		
East Granby	East Haddam	East Hampton	East Hartford		
East Windsor	Ellington	Enfield	Farmington		
Glastonbury	Granby	Haddam	Hartford		
Harwinton	Hebron	Lebanon	Manchester		
Mansfield	Marlborough	Middlefield	Middletown		
Newington	Plainville	Plymouth	Portland		
Rocky Hill	Simsbury	Somers	South Windsor		

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<u>STATE</u> <u>LABOR MARKET AREA GOAL</u>		<u>Minority</u>		<u>Female</u>
Southington	Stafford	Suffield	Tolland	
Vernon	West Hartford	Wethersfield	Willington	
Winchester	Windham	Windsor	Windsor Locks	
Lower River			2%	6.9%
Chester	Deep River	Essex	Old Lyme	
Westbrook				
New Haven			14%	6.9%
Bethany	Branford	Cheshire	Clinton	
East Haven	Guilford	Hamden	Killingworth	
Madison	Meriden	New Haven	North Branford	
North Haven	Orange	Wallingford	West Haven	
Woodbridge				
New London			8%	6.9%
Bozrah	Canterbury	East Lyme	Franklin	
Griswold	Groton	Ledyard	Lisbon	
Montville	New London	North Stonington	Norwich	
Old Lyme	Old Saybrook	Plainfield	Preston	
Salem	Sprague	Stonington	Waterford	
Hopkinton	RI - Westerly	Rhode Island		
Stamford			17%	6.9%
Darien	Greenwich	New Canaan	Norwalk	
Stamford	Weston	Westport	Wilton	
Torrington			2%	6.9%
Canaan	Colebrook	Cornwall	Goshen	
Hartland	Kent	Litchfield	Morris	
Norfolk	North Canaan	Salisbury	Sharon	
Torrington	Warren			
Waterbury			10%	6.9%
Bethlehem	Middlebury	Naugatuck	Prospect	
Southbury	Thomaston	Waterbury	Watertown	
Wolcott	Woodbury			

Schedule B

FEDERALLY FUNDED OR ASSISTED PROJECTS (only)
APPENDIX B
(Labor Market Goals)

GOALS

Standard Metropolitan Statistical Area (SMSA) Minority Female

<u>Bridgeport - Stamford - Norwalk - Danbury</u>				<u>10.2%</u>	<u>6.9%</u>
Bethel	Bridgeport	Brookfield	Danbury		
Darien	Derby	Easton	Fairfield		
Greenwich	Milford	Monroe	New Canaan		
New Fairfield	Newton	Norwalk	Redding		
Shelton	Stamford	Stratford	Trumbull		
Weston	Westport	Wilton			

<u>Hartford - Bristol - New Britain</u>				<u>6.9%</u>	<u>6.9%</u>
Andover	Avon	Berlin	Bloomfield		
Bolton	Bristol	Burlington	Canton		
Colchester	Columbia	Coventry	Cromwell		
East Granby	East Hampton	East Hartford	East Windsor		
Ellington	Enfield	Farmington	Glastonbury		
Granby	Hartford	Hebron	Manchester		
Marlborough	New Britain	New Hartford	Newington		
Plainville	Plymouth	Portland	Rocky Hill		
Simsbury	South Windsor	Southington	Stafford		
Suffield	Tolland	Vernon	West Hartford		
Wethersfield	Willington	Windsor	Windsor Locks		

<u>New Haven - Waterbury - Meriden</u>				<u>9.0%</u>	<u>6.9%</u>
Beacon Falls	Bethany	Branford	Cheshire		
Clinton	East Haven	Guilford	Hamden		
Madison	Meriden	Middlebury	Naugatuck		
New Haven	North Branford	North Haven	Orange		
Prospect	Southbury	Thomaston	Wallingford		
Waterbury	Watertown	West Haven	Wolcott		
Woodbridge	Woodbury				

Schedule B

**FEDERAL
LABOR MARKET AREA GOAL**

New London - Norwich				4.5%	6.9%
Bozrah	East Lyme	Griswold	Groton		
Ledyard	Lisbon	Montville	New London		
Norwich	Old Lyme	Old Saybrook	Preston		
Sprague	Stonington	Waterford			

Non SMSA **Minority** **Female**

Litchfield - Windham				5.9%	6.9%
Abington	Ashford	Ballouville	Bantam		
Barkhamsted	Bethlehem	Bridgewater	Brooklyn		
Canaan	Canterbury	Central Village	Cahplin		
Colebrook	Cornwall	Cornwall Bridge	Danielson		
Dayville	East Canaan	East Killingly	East Woodstock		
Eastford	Falls Village	Gaylordsville	Goshen		
Grosvenor Dale	Hampton	Harwinton	Kent		
Killignly	Lakeside	Litchfield	Moosup		
Morris	New Milford	New Preston	New Preston		
Marble Dale					
Norfolk	North Canaan	No. Grosvenordale	North Windham		
Oneco	Pequabuck	Pine Meadow	Plainfield		
Pleasant Valley	Pomfret	Pomfret Center	Putnam		
Quinebaug	Riverton	Rogers	Roxbury		
Salisbury	Scotland	Sharon	South Kent		
South Woodstock	Sterling	Taconic	Terryville		
Thompson	Torrington	Warren	Warrenville		
Washington	Washington Depot	Wauregan	West Cornwall		
Willimantic	Winchester	Winchester Center	Windham		
Winsted	Woodstock	Woodstock Valley			

Master Municipal Agreement for Construction Projects
Schedule C

**CONNECTICUT REQUIRED
SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES
(2012)**

1. General:

a) Equal employment opportunity requirements not to discriminate and to take affirmative action to assure equal employment opportunity as required by federal Executive Order 11246, federal Executive Order 11375 are set forth in Required Contract Provisions (Form PR-1273 or 1316, as appropriate) and these special provisions which are imposed pursuant to Section 140 of Title 23 U.S.C., as established by Section 22 of the Federal-Aid Highway Act of 1968. The requirements set forth in these special provisions shall constitute the specific affirmative action requirements for project activities under this contract and supplement the equal employment opportunity requirements set forth in the Required Contract Provisions.

b) "Company" refers to any entity doing business with the Connecticut Department of Transportation and includes but is not limited to the following:

Contractors and Subcontractors
Consultants and Subconsultants
Suppliers of Materials and Vendors (where applicable)
Municipalities (where applicable)
Utilities (where applicable)

c) The Company will work with the Connecticut Department of Transportation (ConnDOT) and the Federal Government in carrying out equal employment opportunity obligations and in their review of his/her activities under the contract.

d) The Company and all his/her subcontractors or subconsultants holding subcontracts not including material suppliers, of \$10,000 or more, will comply with the following minimum specific requirement activities of equal employment opportunity: (The equal employment opportunity requirements of federal Executive Order 11246, as set forth in Volume 6, Chapter 4, Section 1, Subsection 1 of the Federal-Aid Highway Program Manual, are applicable to material suppliers as well as contractors and subcontractors.) The Company will include these requirements in every subcontract of \$10,000 or more with such modification of language as necessary to make them binding on the subcontractor or subconsultant.

2. Equal Employment Opportunity Policy:

Companies with contracts, agreements or purchase orders valued at \$10,000 or more will develop and implement an Affirmative Action Plan utilizing the ConnDOT Affirmative Action Plan Guideline. This Plan shall be designed to further the provision of equal employment opportunity to all persons without regard to their race, color, religion, sex or national origin, and to promote the full realization of equal employment opportunity through a positive continuation program.

3. Subcontracting:

a) The Company will use his/her best efforts to solicit bids from and to utilize minority group subcontractors or subcontractors with meaningful minority group and female representation among their employees. Companies shall obtain lists of minority-owned

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construction firms from the Division of Contract Compliance.

b) The Company will use its best efforts to ensure subcontractor compliance with their equal employment opportunity obligations.

4. Records and Reports:

a) The Company will keep such records as are necessary to determine compliance with equal employment opportunity obligations. The records kept by the Company will be designed to indicate:

1. The number of minority and non-minority group members and women employed in each classification on the project;
2. The progress and efforts being made in cooperation with unions to increase employment opportunities for minorities and women (applicable only to contractors who rely in whole or in part on unions as a source of their work force);
3. The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and
4. The progress and efforts being made in securing the services of minority group subcontractors or subcontractors with meaningful minority and female representation among their employees.

b) All such records must be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of ConnDOT and the Federal Highway Administration.

c) The Company will submit an annual report to ConnDOT each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form PR 1391. If on-the-job training is being required by "Training Special Provision," the Company will be required to furnish Form FHWA 1409.

Master Municipal Agreement for Construction Projects
Schedule D

FHWA-1273 -- Revised May 1, 2012

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11: Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

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

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, 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 any Federal agency, a Member of Congress, 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 Federal 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.

2. 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 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

Master Municipal Agreement for Construction Projects
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SPECIAL PROVISION
DISADVANTAGED BUSINESS ENTERPRISES
AS SUBCONTRACTORS AND MATERIAL SUPPLIERS OR MANUFACTURERS
FOR FEDERAL FUNDED PROJECTS

Revised – April 2012

NOTE: Certain of the requirements and procedures stated in this Special Provision are applicable prior to the award and execution of the Contract document.

I. ABBREVIATIONS AND DEFINITIONS AS USED IN THIS SPECIAL PROVISION

- A. "Administrative Agency" means the agency responsible for awarding the contract.
- B. "ConnDOT" means the Connecticut Department of Transportation.
- C. "DOT" means the U.S. Department of Transportation, including the Office of the Secretary, the Federal Highway Administration ("FHWA"), the Federal Transit Administration ("FTA"), and the Federal Aviation Administration ("FAA").
- D. "Broker" means a party acting as an agent for others in negotiating Contracts, Agreements, purchases, sales, etc., in return for a fee or commission.
- E. "Contract," "Agreement" or "subcontract" means a legally binding relationship obligating a seller to furnish supplies or services (including, but not limited to, construction and professional services) and the buyer to pay for them. For the purposes of this provision, a lease for equipment or products is also considered to be a Contract.
- F. "Contractor," means a consultant, second party or any other entity doing business with the Administrative Agency or, as the context may require, with another Contractor.
- G. "Disadvantaged Business Enterprise" ("DBE") means a small business concern:
1. That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock of which is owned by one or more such individuals; and
 2. Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
 3. Certified by ConnDOT under 49 CFR Part 26 or 23.
- H. "DOT-assisted Contract" means any Contract between a recipient and a Contractor (at any tier) funded in whole or in part with DOT financial assistance, including letters of credit or loan guarantees.
- I. "Good Faith Efforts" means efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. Refer to Appendix A of 49 Code of Federal Regulation ("CFR") Part 26 – "Guidance Concerning Good Faith Efforts," a copy of which is attached to this provision, for guidance as to what constitutes Good Faith Efforts.

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J. "Small Business Concern" means, with respect to firms seeking to participate as DBEs in DOT-assisted Contracts, a small business concern as defined pursuant to Section 3 of the Small Business Act and Small Business Administration ("SBA") regulations implementing it (13 CFR Part 121) that also does not exceed the cap on average annual gross receipts specified in 49 CFR Part 26, Section 26.65(b).

K. "Socially and Economically Disadvantaged Individuals" means any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who is—

1. Any individual who ConnDOT finds on a case-by-case basis to be a socially and economically disadvantaged individual.

2. Any individuals in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:

i. "Black Americans," which includes persons having origins in any of the Black racial groups of Africa;

ii. "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;

iii. "Native Americans," which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;

iv. "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia, or Hong Kong;

v. "Subcontinent Asian Americans," which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;

vi. Women;

vii. Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.

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II. GENERAL REQUIREMENTS

A. The Contractor, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted Contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as the Administrative Agency and ConnDOT deem appropriate.

B. The Contractor shall cooperate with the Administrative Agency, ConnDOT and DOT in implementing the requirements concerning DBE utilization on this Contract in accordance with Title 49 of the Code of Federal Regulations, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs" ("49 CFR Part 26"), as revised. The Contractor shall also cooperate with the Administrative Agency, ConnDOT and DOT in reviewing the Contractor's activities relating to this Special Provision. This Special Provision is in addition to all other equal opportunity employment requirements of this Contract.

C. The Contractor shall designate a liaison officer who will administer the Contractor's DBE program. Upon execution of this Contract, the name of the liaison officer shall be furnished in writing to the Administrative Agency.

D. For the purpose of this Special Provision, DBEs to be used to satisfy the DBE goal must be certified by ConnDOT's Division of Contract Compliance for the type(s) of work they will perform.

E. If the Contractor allows work designated for DBE participation required under the terms of this Contract and required under III-B to be performed by other than the named DBE organization without the approval of the Administrative Agency, the Contractor may not be eligible for payment for those items of work.

F. In the event a DBE firm that was listed in the award documents is unable or unwilling to perform the work assigned; the Contractor shall notify the Administrative Agency immediately and make efforts to obtain a release of work from the firm. The Contractor shall use the DBE Directory to identify and contact firms certified to perform the type of work that was assigned to the unable or unwilling DBE firm. If the Contractor is unable to find a DBE replacement, then the Contractor should identify other contracting opportunities and solicit DBE firms in an effort to meet the Contract DBE goal requirement.

G. At the completion of all Contract work, the Contractor shall submit a final report to the Administrative Agency indicating the work done by, and the dollars paid to DBEs. If the Contractor does not achieve the specified Contract goals for DBE participation, the Contractor shall also submit written documentation to the Administrative Agency detailing the Good Faith Efforts made during the performance of the Contract to satisfy the goal. Documentation is to include, but not be limited to, the following:

1. A detailed statement of the efforts made to replace an unable or unwilling DBE firm, and a description of any additional subcontracting opportunities that were identified and offered to DBE firms in order to increase the likelihood of achieving the stated goal.

A detailed statement, including documentation of the efforts made to contact and solicit bids from certified DBEs, including the names, addresses, and telephone numbers of each DBE firm

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contacted; the date of contact and a description of the information provided to each DBE regarding the scope of services and anticipated time schedule of work items proposed to be subcontracted and the response from firms contacted.

2. Provide a detailed statement for each DBE that submitted a subcontract proposal which the Contractor considered not to be acceptable stating the reasons for this conclusion.

3. Provide documents to support contacts made with the Administrative Agency requesting assistance in satisfying the specified Contract goal.

4. Provide documentation of all other efforts undertaken by the Contractor to meet the defined goal.

H. Failure of the Contractor, at the completion of all Contract work, to have at least the specified percentage of this Contract performed by DBEs as required in III-B will result in the reduction in Contract payments to the Contractor by an amount determined by multiplying the total Contract value by the specified percentage required in III-B and subtracting from that result, the dollar payments for the work actually performed by DBEs and verified by the Administrative Agency. In instances where the Contractor can adequately document or substantiate its Good Faith Efforts made to meet the specified percentage to the satisfaction of the Administrative Agency, no reduction in payments will be imposed.

I. All records must be retained for a period of three (3) years following acceptance by the Administrative Agency of the Contract and shall be available at reasonable times and places for inspection by authorized representatives of the Administrative Agency, ConnDOT (when the Administrative Agency is other than ConnDOT) and Federal agencies. If any litigation, claim, or audit is started before the expiration of the three (3) year period, the records shall be retained until all litigation, claims, or audits findings involving the records are resolved.

III. SPECIFIC REQUIREMENTS:

In order to increase the participation of DBEs, the Administrative Agency requires the following:

A. The Contractor shall assure that certified DBEs will have an opportunity to compete for subcontract work on this Contract, particularly by arranging solicitations and time for the preparation of proposals for services to be provided so as to facilitate the participation of DBEs regardless if a Contract goal is specified or not.

B. The DBE goal percentage will be provided as part of the Project Authorization Letter. The goal shall be based upon the total Contract value. Compliance with this provision may be fulfilled when a DBE or any combination of DBEs perform work under the Contract in accordance with 49 CFR Part 26.55 Only work actually performed by and/or services provided by DBEs which are certified for such work and/or services can be counted toward the DBE goal. Supplies and equipment a DBE purchases or leases from the prime Contractor or its affiliate cannot be counted toward the goal.

If the Contractor does not document commitments, by subcontracting and/or procurement of material and/or services that at least equal the goal, it must document the good faith efforts that outline the steps it took to meet the goal in accordance with VII.

C. Within 7 days after the bid opening, the low bidder shall indicate in writing to the Administrative

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Agency, on the forms provided, the DBE(s) it will use to achieve the goal indicated in III-B. The submission shall include the name and address of each DBE that will participate in this Contract, a description of the work each will perform, the dollar amount of participation, and the percentage this is of the bid amount. This information shall be signed by the named DBE and the low bidder. The named DBE shall be from a list of certified DBEs available from ConnDOT. In addition, the named DBE(s) shall be certified to perform the type of work they will be contracted to do.

D. The prime Contractor shall submit to the Administrative Agency all requests for subcontractor approvals on the standard forms provided by the Administrative Agency.

If the request for approval is for a DBE subcontractor for the purpose of meeting the Contract DBE goal, a copy of the legal Contract between the prime contractor and the DBE subcontractor must be submitted along with the request for subcontractor approval. Any subsequent amendments or modifications of the Contract between the prime and the DBE subcontractor must also be submitted to the Administrative Agency with an explanation of the change(s). The Contract must show items of work to be performed, unit prices and, if a partial item, the work involved by all parties.

In addition, the following documents are to be attached:

1. An explanation indicating who will purchase material.
2. A statement explaining any method or arrangement for renting equipment. If rental is from a prime contractor, a copy of the rental agreement must be submitted.
3. A statement addressing any special arrangements for manpower.

E. The Contractor is required, should there be a change in a DBE they submitted in III-C, to submit documentation to the Administrative Agency which will substantiate and justify the change (i.e., documentation to provide a basis for the change for review and approval by the Administrative Agency) prior to the implementation of the change. The Contractor must demonstrate that the originally named DBE is unable or unwilling to perform in conformity to the scope of service, or is in default of its Contract. The Contractor's ability to negotiate a more advantageous Agreement with another subcontractor is not a valid basis for change. Documentation shall include a letter of release from the originally named DBE indicating the reason(s) for the release.

F. Contractors subcontracting with DBEs to perform work or services as required by this Special Provision shall not terminate such firms without advising the Administrative Agency in writing, and providing adequate documentation to substantiate the reasons for termination if the DBE has not started or completed the work or the services for which it has been contracted to perform.

G. When a DBE is unable or unwilling to perform, or is terminated for just cause, the Contractor shall make Good Faith Efforts to find other DBE opportunities to increase DBE participation to the extent necessary to at least satisfy the goal required by III-B.

H. In instances where an alternate DBE is proposed, a revised submission to the Administrative Agency together with the documentation required in III-C, III-D, and III-E, must be made for its review and approval.

I. Each quarter after execution of the Contract, the Contractor shall submit a report to the

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Administrative Agency indicating the work done by, and the dollars paid to the DBE for the current quarter and to date.

J. Each contract that the Administrative Agency signs with a Contractor and each subcontract the Contractor signs with a subcontractor must include the following assurance: *The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.*

IV. MATERIAL SUPPLIERS OR MANUFACTURERS

A. If the Contractor elects to utilize a DBE supplier or manufacturer to satisfy a portion or all of the specified DBE goal, the Contractor must provide the Administrative Agency with:

1. Substantiation of payments made to the supplier or manufacturer for materials used on the project.

B. Credit for DBE suppliers is limited to 60% of the value of the material to be supplied, provided such material is obtained from a regular DBE dealer. A regular dealer is a firm that owns, operates, or maintains a store, warehouse or other establishment in which the materials or supplies required for the performance of the Contract are bought, kept in stock and regularly sold or leased to the public in the usual course of business. To be a regular dealer, the firm must engage in, as its principal business, and in its own name, the purchase and sale of the products in question. A regular dealer in such bulk items as steel, cement, gravel, stone and petroleum products, need not keep such products in stock if it owns or operates distribution equipment. Brokers and packagers shall not be regarded as material suppliers or manufacturers.

C. Credit for DBE manufacturers is 100% of the value of the manufactured product. A manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the Administrative Agency, or Contractor.

V. NON-MANUFACTURING OR NON-SUPPLIER DBE CREDIT:

A. Contractors may count towards their DBE goals the following expenditures with DBEs that are not manufacturers or suppliers:

1. Reasonable fees or commissions charged for providing a bona fide service such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies necessary for the performance of the Contract, provided that the fee or commission is determined by the Administrative Agency to be reasonable and consistent with fees customarily allowed for similar services.

2. The fees charged for delivery of materials and supplies required on a job site (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is a DBE but is not also the manufacturer of or a regular dealer in the materials and supplies, provided that the fees are determined by the Administrating Agency to be reasonable and not excessive as compared with fees customarily allowed for similar services.

3. The fees or commissions charged for providing bonds or insurance specifically required for the

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performance of the Contract, provided that the fees or commissions are determined by the Administrative Agency to be reasonable and not excessive as compared with fees customarily allowed for similar services.

VI. BROKERING

A. Brokering of work by DBEs who have been approved to perform subcontract work with their own workforce and equipment is not allowed, and is a Contract violation.

B. Firms involved in the brokering of work, whether they are DBEs and/or majority firms who engage in willful falsification, distortion or misrepresentation with respect to any facts related to the project shall be referred to the U.S. Department of Transportation's Office of the Inspector General for prosecution under Title 18, U.S. Code, Section 10.20.

VII. REVIEW OF PRE-AWARD GOOD FAITH EFFORTS

A. If the Contractor does not document pre-award commitments by subcontracting and/or procurement of material and/or services that at least equal the goal stipulated in III-B, the Contractor must document the Good Faith Efforts that outline the specific steps it took to meet the goal. The Contract will be awarded to the Contractor if its Good Faith Efforts are deemed satisfactory and approved by the Administrative Agency. To obtain such an exception, the Contractor must submit an application to the Administrative Agency, which documents the specific Good Faith Efforts that were made to meet the DBE goal. An application form entitled "Review of Pre-Award Good Faith Efforts" is attached hereto.

The application must include the following documentation:

1. A statement setting forth in detail which parts, if any, of the Contract were reserved by the Contractor and not available for bid by subcontractors;
2. A statement setting forth all parts of the Contract that are likely to be sublet;
3. A statement setting forth in detail the efforts made to select subcontracting work in order to likely achieve the stated goal;
4. Copies of all letters sent to DBEs;
5. A statement listing the dates and DBEs that were contacted by telephone and the result of each contact;
6. A statement listing the dates and DBEs that were contacted by means other than telephone and the result of each contact;
7. Copies of letters received from DBEs in which they declined to bid;
8. A statement setting forth the facts with respect to each DBE bid received and the reason(s) any such bid was declined;
9. A statement setting forth the dates that calls were made to ConnDOT's Division of Contract Compliance seeking DBE referrals and the result of each such call; and

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10. Any information of a similar nature relevant to the application.

The review of the Contractor's Good Faith Efforts may require an extension of time for award of the Contract. In such a circumstance, and in the absence of other reasons not to grant the extension or make the award, the Administrative Agency will agree to the needed extension(s) of time for the award of the Contract, provided the Contractor and the surety also agree to such extension(s).

B. Upon receipt of the submission of an application for review of pre-award Good Faith Efforts, the Administrative Agency will review the documents and determine if the package is complete, accurate and adequately documents the Contractor's Good Faith Efforts. Within fourteen (14) days of receipt of the documentation, the Administrative Agency shall notify the Contractor by mail of the approval or denial of its Good Faith Efforts.

C. If the Contractor's application is denied, the Contractor shall have seven (7) days upon receipt of written notification of denial to request administrative reconsideration. The Contractor's request for administrative reconsideration should be sent in writing to the Administrative Agency. The Administrative Agency will forward the Contractor's reconsideration request to the ConnDOT Division of Contract Compliance for submission to the DBE Screening Committee. The DBE Screening Committee will schedule a meeting within fourteen (14) days from receipt of the Contractor's request for administrative reconsideration and advise the Contractor of the date, time and location of the meeting. At this meeting, the Contractor will be provided with the opportunity to present written documentation and/or argument concerning the issue of whether it made adequate Good Faith Efforts to meet the goal. Within seven (7) days following the reconsideration meeting, the chairperson of the DBE Screening Committee will send the Contractor, a written determination on its reconsideration request, explaining the basis of finding either for or against the request. The DBE Screening Committee's determination is final. If the reconsideration is denied, the Contractor shall indicate in writing to the Administrative Agency within fourteen (14) days of receipt of the written notification of denial, the DBEs it will use to achieve the goal indicated in III-B.

D. Approval of pre-award Good Faith Efforts does not relieve the Contractor from its obligation to make continuous good faith efforts throughout the duration of the project to achieve the DBE goal.

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Connecticut Department of Transportation Application for Review of Pre-award Good Faith Efforts

Directions: A Contractor who is unable to meet the percentage goals set forth in the Special Provisions Disadvantaged Business Enterprises as Subcontractors and Material Suppliers or Manufacturers - Part III-B shall submit the attached application requesting a review of its Good Faith Efforts to meet the goal.

The Contractor must show that it took all necessary and reasonable steps to achieve the DBE goal which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation. Appendix A of 49 CFR Part 26 - "Guidance Concerning Good Faith Efforts" will be generally but not exclusively, utilized in evaluating Good Faith Efforts. All applications must be in writing, signed and dated and include the following:

1. a statement setting forth in detail which parts, if any, of the contract were reserved by the contractor and not available for bid from subcontractors;
2. a statement setting forth all parts of the contract that are likely to be sublet;
3. a statement setting forth in detail the efforts made to select subcontracting work in order to likely achieve the stated goal;
4. copies of all letters sent to DBEs;
5. a statement listing the dates and DBEs that were contacted by telephone and the result of each contract;
6. a statement listing the dates and DBEs that were contacted by other means other than telephone and the result of each contact;
7. copies of letters received from DBEs in which they declined to bid;
8. a statement setting forth the facts with respect to each DBE bid received and the reason(s) any such bid was declined;
9. a statement setting forth the dates that calls were made to ConnDOT's Division of Contract Compliance seeking DBE referrals and the result of each such call; and
10. any information of a similar nature relevant to the application.

All applications shall be submitted to the Manager of Contracts. Upon receipt of the submission requesting a review of pre-award Good Faith Efforts, ConnDOT's Manager of Contracts shall submit the documentation to the Division of Contract Compliance who will review the documents and determine if the package is complete and accurate and adequately documents the Contractor's Good Faith Efforts. Within fourteen (14) days of receipt of the documentation, the Division of Contract Compliance shall notify the Contractor by certified mail of the approval or denial of its Good Faith Efforts.

If the Contractor's application is denied, the Contractor shall have seven (7) days upon receipt of written notification of denial to request administrative reconsideration. The Contractor's request for administrative reconsideration should be sent in writing to: Manager of Contracts, P.O. Box 317546, Newington, CT 06131-7546. The Manager of Contracts will forward the Contractor's reconsideration request to the DBE Screening Committee. The DBE Screening Committee will schedule a meeting within fourteen (14) days from receipt of the Contractor's request for administrative reconsideration and advise the Contractor of the date, time and location of the meeting. At this meeting, the Contractor will be provided with the opportunity to present written documentation and/or argument concerning the issue of whether it made adequate good faith efforts to meet the goal. Within seven (7) days following the reconsideration meeting, the chairperson of the DBE Screening Committee will send the contractor, via certified mail, a written determination on its reconsideration request, explaining the basis of finding either for or against the request. The DBE Screening Committee's determination is final.

Schedule E

**Connecticut Department of Transportation
Application for Review of Pre-award Good Faith Efforts**

Name of Company: _____

Address: _____

Project# _____

Contract goal as set forth in Special Provisions Part III-B. _____ %

Total DBE commitments obtained, by subcontracting and/or procurement of material and/or services. (Attach DBE Participation Approval Request(s)) \$ _____ % of Total Contract

1. Items of Contract not available for subletting. (Attach additional sheets, if necessary.)

<u>Item #</u>	<u>Description of Item</u>	<u>\$ Bid Amount</u>	<u>% of Total Contract</u>
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Schedule E

2. Items of Contract likely to be sublet. (Attach additional sheets, if necessary)

<u>Item #</u>	<u>Description of Item</u>	<u>\$ Bid Amount</u>	<u>% of Total Contract</u>
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Schedule E

3. Items of Contract DBEs solicited to bid. If partial item, indicate work, materials, and/or services bids were solicited for. (Attach additional sheets, if required.)

<u>Item #</u>	<u>Description of Item</u>	<u>\$ Bid Amount</u>	<u>% of Total Contract</u>
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Schedule E

4. Names of DBEs contacted. (Attach additional sheets, if necessary. Attach copies of all correspondence.)

<u>Name of DBE</u>	<u>Items Contacted for</u>	<u>Date of Contact</u>	<u>Phone/Cert.Mail Other</u>	<u>Result</u>
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5. Names of DBEs who were quoted on contract (be very specific and include items and amounts; attach documentation).

<u>Name of DBE</u>	<u>Item of Work Quoted</u>	<u>Date of Quote</u>	<u>Reason(s) for Rejection of Bid</u>
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Schedule E

6. Names of DBEs contacted who did not bid. (Attach copies of all supporting correspondence and phone logs.)

<u>Name of DBE</u>	<u>Items of Work</u>	<u>Date DBE Declined</u>	<u>Reason for Refusal to Bid</u>
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7. Date(s) contractor contacted ConnDOT Division of Contract Compliance seeking DBE referrals. (Provide complete documentation, including phone logs.)

Date and Name of Contact: _____

Name of DBE Referred by ConnDOT

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8. Any additional information that should be considered in this application.

Contractor Signature

Title

Date: _____

Master Municipal Agreement for Construction Projects
Schedule F

SPECIAL PROVISION
SMALL CONTRACTOR AND SMALL CONTRACTOR MINORITY BUSINESS
ENTERPRISES (SET-ASIDE)

April, 2012

NOTE: Certain of the requirements and procedures stated in this Special Provision are applicable prior to the execution of the Contract.

I. **GENERAL**

- A. The municipality shall cooperate with the Connecticut Department of Transportation (ConnDOT) in implementing the required contract obligations concerning Small Contractor and Small Contractor Minority Business Enterprises utilization on this Contract in accordance with Section 4a-60g of the Connecticut General Statutes, as revised. References, throughout this Special Provision, to Small Contractor are also implied references to Small Contractor Minority Business Enterprises as both relate to Section IIA of these provisions. The municipality shall also cooperate with ConnDOT in reviewing the contractor's activities relating to this provision. This Special Provision is in addition to all other equal opportunity employment requirements of this Contract.
- B. For the purpose of this Special Provision, the Small Contractor named to satisfy the set-aside requirements must be certified by the Department of Administrative Services, Supplier Diversity Program (860)713-5236; www.das.state.ct.us as a Small Contractor as defined by Section 4a-60g of the Connecticut General Statutes, as revised, and is subject to approval by ConnDOT to do the work for which it is nominated.
- C. Contractors who allow work which they have designated for Small Contractor participation in the pre-award submission required under Section IIC to be performed by other than the approved Small Contractor organization and prior to concurrence by ConnDOT, will not be paid for the value of the work performed by organizations other than the Small Contractor designated.
- D. If the contractor is unable to achieve the specified contract goals for Small Contractor participation, the contractor shall submit written documentation to the municipality indicating his/her good faith efforts to satisfy set-aside requirements. Documentation is to include but not be limited to the following:
1. A detailed statement of the efforts made to select additional subcontract opportunities for work to be performed by each Small Contractor in order to increase the likelihood of achieving the stated goal.
 2. A detailed statement, including documentation of the efforts made to contact and solicit contracts with each Small Contractor, including the names, addresses, dates and telephone numbers of each Small Contractor contacted, and a

Schedule F

description of the information provided to each Small Contractor regarding the scope of services and anticipated time schedule of items proposed to be subcontracted and the nature of response from firms contacted.

3. For each Small Contractor that placed a subcontract quotation which the contractor considered not to be acceptable, provide a detailed statement of the reasons for this conclusion.
4. Documents to support contacts made with the municipality and/or ConnDOT requesting assistance in satisfying the Contract specified or adjusted Small Contractor dollar requirements.
5. Document other special efforts undertaken by the contractor to meet the defined set-aside requirement.

E. Failure of the contractor to have at least the specified dollar amount of this Contract performed by a Small Contractor as required in Section IIA of this Special Provision will result in the reduction in the Contract payment to the contractor by an amount equivalent to that determined by subtracting from the specific dollar amount required in Section IIA, the dollar payments for the work actually performed by each Small Contractor. The deficiency in Small Contractor achievement, will therefore, be deducted from the final Contract payment. However, in instances where the contractor can adequately document or substantiate its good faith efforts made to meet the specified or adjusted dollar amount to the satisfaction of ConnDOT, no reduction in payments will be imposed.

F. All records must be retained for a period of three (3) years following completion and acceptance of the work performed under the Contract and shall be available at reasonable times and places for inspection by authorized representatives of ConnDOT or the United States Department of Transportation.

G. Nothing contained herein, is intended to relieve any contractor or subcontractor from compliance with all applicable Federal and State legislation or provisions concerning equal employment opportunity, affirmative action, nondiscrimination and related subjects during the term of this Contract.

II. SPECIFIC REQUIREMENTS

In order to increase the participation of Small Contractors, ConnDOT requires the following:

A. The Small Business Enterprise (SBE) set-aside percentage will be provided as part of the Project Authorization Letter. Compliance with this provision may be fulfilled when a SBE or any combination of SBEs perform work. Not less than the set-aside percentage assigned to the project shall be subcontracted to and performed by, and/or supplied by, manufactured by and paid to Small Contractors and/or Small Contractors

Schedule F

Minority Business Enterprises.

- B. The contractor shall assure that each Small Contractor will have an equitable opportunity to compete under this Special Provision, particularly by arranging solicitations, time for the preparation of fee proposals, scope of work, and delivery schedules so as to facilitate the participation of each Small Contractor.
- C. The contractor shall provide to the municipality within seven (7) days after the bid opening the following items:
1. Certification (Exhibit I) signed by each named Small Contractor [subcontractor listing a description of the work and] certifying that the dollar amount of all contract(s) and/or subcontract(s) that have been awarded to him/her for the current State Fiscal Year (July 1 - June 30) does not exceed the Fiscal Year limit of \$15,000,000.00.
 2. A certification of work to be subcontracted (Exhibit I) signed by both the contractor and the Small Contractor listing the work items and the dollar value of the items that the nominated Small Contractor is to perform on the project to achieve the minimum percentage indicated in Section IIA above.
 3. It is the responsibility of the contractor to ensure that the Small Contractor and Small Contractor Minority Business Enterprises named are qualified to perform the designated scope of work.
- D. After the contractor signs the Contract, the contractor will be required to meet with the municipality to review the following:
1. What is expected with respect to the Small Contractor set aside requirements.
 2. Failure to comply with and meet the requirement can and will result in monetary deductions from payment.
 3. Each quarter after the start of the Small Contractor the contractor shall submit a report to the municipality indicating the work done by, and the dollars paid to each Small Contractor to date.
 4. What is required when a request to sublet to a Small Contractor is submitted.
- E. The contractor shall submit to the municipality all requests for subcontractor approvals on standard forms provided by the municipality.

If the request for approval is for a Small Contractor subcontractor for the purpose of meeting the Contract required Small Contractor percentage stipulated in Section IIA, a copy of the legal agreement between the contractor and the Small Contractor subcontractor must also be submitted at the same time. Any subsequent amendments

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or modifications of the contract between the contractor and the Small Contractor subcontractor must also be submitted to the municipality with an explanation of the change(s). The contract must show items of work to be performed, phases/tasks and, if a partial item, the work involved by both parties.

In addition, the following documents are to be attached, if applicable:

- (1) A statement explaining any method or arrangement for renting equipment. If rental is from a contractor, a copy of rental agreement must be submitted.
 - (2) A statement addressing any special arrangements for manpower.
- F. In instances where a change from the originally approved named Small Contractor (see Section IB) is proposed, the contractor is required to submit, in a reasonable and expeditious manner, a revised submission, comprised of the documentation required in Section IIC, Paragraphs 1 and 2 and Section IIE together with documentation to substantiate and justify the change (i.e., documentation to provide a basis for the change) to the municipality for its review and approval prior to the implementation of the change. The contractor must demonstrate that the originally named Small contractor is unable to perform in conformity to specifications, or unwilling to perform, or is in default of its contract, or is overextended on other jobs. The contractor's ability to negotiate a more advantageous contract with another Small Contractor is not a valid basis for change. Documentation shall include a letter of release from the originally named Small Contractor indicating the reason(s) for the release.
- G. Contractors subcontracting with a Small Contractor to perform work or services as required by this Special Provision shall not terminate such firms without advising the municipality, in writing, and providing adequate documentation to substantiate the reasons for termination if the designated Small Contractor firm has not started or completed the work or the services for which it has been contracted to perform.

III. BROKERING

For the purpose of this Special Provision, a Broker is one who acts as an agent for others in negotiating contracts, purchases, sales, etc., in return for a fee or commission. Brokering of work by a Small Contractor is not allowed and is a Contract violation.

IV. PRE-AWARD WAIVERS:

If the contractor's submission of the Small Contractor listing, as required by Section IIC, indicates that it is unable, by subcontracting to obtain commitments which at least equal the amount required by Section IIA, it may request, in writing, a waiver of up to 50% of the amount required by Section IIA. To obtain such a waiver, the contractor must submit a completed "Application for Waiver of Small Contractor Goals" to the municipality which must also contain the following documentation:

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- A. Information described in Section IVB.
- B. For each Small Contractor contacted but unavailable, a statement from each Small Contractor confirming its unavailability.

Upon receipt of the submission requesting a waiver, the municipality shall submit the documentation to the Manager of Contract Compliance who shall review it for completeness. After completion of the Director of Contract Compliance's review, he/she should write a narrative of his/her findings of the application for a waiver, which is to include his/her recommendation. The Manager of Contract Compliance shall submit the written narrative to the Chairperson of the Screening Committee at least five (5) working days before the scheduled meeting. The contractor shall be invited to attend the meeting and present his/her position. The Screening Committee shall render a determination on the waiver request within five (5) working days after the meeting. The Screening Committee's determination shall be final. Waiver applications are available from ConnDOT.

Master Municipal Agreement for Construction Projects
Schedule G

SPECIAL PROVISION
SMALL BUSINESS PARTICIPATION PILOT PROGRAM SBPPP
AS SUBCONTRACTORS AND MATERIAL SUPPLIERS OR MANUFACTURERS

Revised – April, 2012

NOTE: Certain of the requirements and procedures stated in this Special Provision are applicable prior to the award and execution of the Contract document.

I. ABBREVIATIONS AND DEFINITIONS AS USED IN THIS SPECIAL PROVISION

A. “ConnDOT” means the Connecticut Department of Transportation.

B. “DOT” means the U.S. Department of Transportation, including the Office of the Secretary, the Federal Highway Administration (“FHWA”), the Federal Transit Administration (“FTA”), and the Federal Aviation Administration (“FAA”).

C. “Broker” means a party acting as an agent for others in negotiating Contracts, Agreements, purchases, sales, etc., in return for a fee or commission.

D. “Contract,” “Agreement” or “Subcontract” means a legally binding relationship obligating a seller to furnish supplies or services (including, but not limited to, construction and professional services) and the buyer to pay for them. For the purposes of this provision, a lease for equipment or products is also considered to be a Contract.

E. “Contractor,” means a consultant, second party or any other entity doing business with the Municipality or, as the context may require, with another Contractor.

F. “Disadvantaged Business Enterprise” (“DBE”) means a small business concern:

1. That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock of which is owned by one or more such individuals; and
2. Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

G. “DOT-assisted Contract” means any Contract between a recipient and a Contractor (at any tier) funded in whole or in part with DOT financial assistance, including letters of credit or loan guarantees.

H. “Good Faith Efforts” means efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. Refer to Appendix A of 49 Code of Federal Regulation (“CFR”) Part 26 – “Guidance Concerning Good Faith Efforts,” a copy of which is attached to this provision, for guidance as to what constitutes good faith efforts.

I. “Small Business Concern” means, with respect to firms seeking to participate as DBEs in DOT-assisted Contracts, a small business concern as defined pursuant to Section 3 of the Small Business Act and Small Business Administration (“SBA”) regulations implementing it (13 CFR Part 121) that

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also does not exceed the cap on average annual gross receipts specified in 49 CFR Part 26, Section 26.65(b).

J. "Small Business Participation Pilot Program" ("SBPPP") means small businesses certified as a Disadvantaged Business Enterprise (DBE) firm by ConnDOT; or firms certified as a Small Business Enterprise or Minority Business Enterprise by the Connecticut Department of Administrative Services; or firms certified by the United States Small Business Administration (USSBA) as an 8(a) or SDB or HUBZone firm; or firms that are a current active recipient of a United States Small Business Administration Loan (loan must be documented).

K. "Socially and Economically Disadvantaged Individuals" means any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who is—

1. Any individual who ConnDOT finds on a case-by-case basis to be a socially and economically disadvantaged individual.

2. Any individuals in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:

i. "Black Americans," which includes persons having origins in any of the black racial groups of Africa;

ii. "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;

iii. "Native Americans," which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;

iv. "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Mariana Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia, or Hong Kong;

v. "Subcontinent Asian Americans," which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;

vi. Women;

vii. Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.

II. GENERAL REQUIREMENTS

A. The Contractor, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Failure by the Contractor to carry out

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these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as the Municipality and ConnDOT deem appropriate.

B. The Contractor shall cooperate with the Municipality, ConnDOT and DOT in implementing the requirements concerning SBPPP utilization on this Contract. The Contractor shall also cooperate with the Municipality, ConnDOT and DOT in reviewing the Contractor's activities relating to this Special Provision. This Special Provision is in addition to all other equal opportunity employment requirements of this Contract.

C. The Contractor shall designate a liaison officer who will administer the Contractor's SBPPP program. Upon execution of this Contract, the name of the liaison officer shall be furnished in writing to the Municipality.

D. For the purpose of this "Special Provision", the SBPPP contractor(s) named to satisfy the requirements must meet one of the following criteria;

1. Certified as a Disadvantaged Business Enterprise (DBE) firm by ConnDOT;
2. Certified as a Small Business Enterprise or Minority Business Enterprise by the Connecticut Department of Administrative Services;
3. Certified by the USSBA as an 8(a) or SDB firm;
4. Certified by the USSBA as a HUBZone firm; or
5. A current active recipient of a United States Small Business Administration Loan (loan documentation required).

E. If the Contractor allows work designated for SBPPP participation required under the terms of this Contract and required under III-B to be performed by other than the named SBPPP firm without concurrence from the Municipality, the Municipality will not pay the Contractor for the value of the work performed by firms other than the designated SBPPP.

F. In the event a SBPPP firm that was listed in the award documents is unable or unwilling to perform the work assigned; the Contractor shall notify the Municipality immediately and make efforts to obtain a release of work from the firm. If the Contractor is unable to find a SBPPP replacement, then the Contractor should identify other contracting opportunities and solicit SBPPP firms in an effort to meet the contract SBPPP goal requirement.

G. At the completion of all Contract work, the Contractor shall submit a final report to the Municipality indicating the work done by, and the dollars paid to SBPPPs. If the Contractor does not achieve the specified Contract goals for SBPPP participation, the Contractor shall also submit written documentation to the Municipality detailing its good faith efforts to satisfy the goal throughout the performance of the Contract. Documentation is to include, but not be limited to the following:

1. A detailed statement of the efforts made to select additional subcontracting opportunities to be performed by SBPPPs in order to increase the likelihood of achieving the stated goal.
2. A detailed statement, including documentation of the efforts made to contact and solicit bids with SBPPPs, including the names, addresses, dates and telephone numbers of each SBPPP contacted, and a description of the information provided to each SBPPP regarding the scope of services and anticipated time schedule of work items proposed to be subcontracted and nature of response from firms contacted.

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3. Provide a detailed statement for each SBPPP that submitted a subcontract proposal, which the Contractor considered not to be acceptable stating the reasons for this conclusion.
4. Provide documents to support contacts made with ConnDOT requesting assistance in satisfying the Contract specified goal.
5. Provide documentation of all other efforts undertaken by the Contractor to meet the defined goal.

H. Failure of the Contractor, at the completion of all Contract work, to have at least the specified percentage of this Contract performed by SBPPPs as required in III-B will result in the reduction in Contract payments to the Contractor by an amount determined by multiplying the total Contract value by the specified percentage required in III-B and subtracting from that result, the dollar payments for the work actually performed by SBPPPs. However, in instances where the Contractor can adequately document or substantiate its good faith efforts made to meet the specified percentage to the satisfaction of the Municipality and ConnDOT, no reduction in payments will be imposed.

I. All records must be retained for a period of three (3) years following acceptance by the Municipality of the Contract and shall be available at reasonable times and places for inspection by authorized representatives of the Municipality, ConnDOT and or Federal agencies. If any litigation, claim, or audit is started before the expiration of the three (3) year period, the records shall be retained until all litigation, claims, or audits findings involving the records are resolved.

J. Nothing contained herein, is intended to relieve any Contractor or subcontractor or material supplier or manufacturer from compliance with all applicable Federal and State legislation or provisions concerning equal employment opportunity, affirmative action, nondiscrimination and related subjects during the term of this Contract.

III. SPECIFIC REQUIREMENTS:

In order to increase the participation of SBPPPs, the Municipality requires the following:

A. The Contractor shall assure that certified SBPPPs will have an opportunity to compete for subcontract work on this Contract, particularly by arranging solicitations and time for the preparation of proposals for services to be provided so as to facilitate the participation of SBPPPs regardless if a Contract goal is specified or not.

B. The SBPPP goal percentage will be provided as part of the Project Authorization Letter. The goal shall be based upon the total contract value. Compliance with this provision may be fulfilled when a SBPPP or any combination of SBPPPs perform work. Only work actually performed by and/or services provided by SBPPPs which are certified for such work and/or services can be counted toward the SBPPP goal. Supplies and equipment a SBPPP purchases or leases from the prime Contractor or its affiliate cannot be counted toward the goal.

If the Contractor does not document commitments, by subcontracting and/or procurement of material and/or services that at least equal the goal, it must document the good faith efforts that outline the steps it took to meet the goal in accordance with VII.

C. Within seven (7) days after the bid opening, the low bidder shall indicate in writing to the Municipality, on the forms provided, the SBPPPs it will use to achieve the goal indicated in III-B. The

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submission shall include the name and address of each SBPPP that will participate in this Contract, a description of the work each will perform, the dollar amount of participation, and the percentage this is of the bid amount. This information shall be signed by the named SBPPP and the low bidder.

D. The prime Contractor shall submit to the Municipality all requests for subcontractor approvals on the standard forms provided by the Municipality.

If the request for approval is for a SBPPP subcontractor for the purpose of meeting the Contract SBPPP goal, a copy of the legal contract between the prime and the SBPPP subcontractor must be submitted along with the request for subcontractor approval. Any subsequent amendments or modifications of the contract between the prime and the SBPPP subcontractor must also be submitted to the Municipality with an explanation of the change(s). The contract must show items of work to be performed, unit prices and, if a partial item, the work involved by all parties.

In addition, the following documents are to be attached:

1. An explanation indicating who will purchase material.
2. A statement explaining any method or arrangement for renting equipment. If rental is from a prime, a copy of the rental agreement must be submitted.
3. A statement addressing any special arrangements for manpower.
4. Requests for approval to issue joint checks.

E. The Contractor is required, should there be a change in a SBPPP they submitted in III-C, to submit documentation to the Municipality which will substantiate and justify the change (i.e., documentation to provide a basis for the change for review and approval by the Municipality) prior to the implementation of the change. The Contractor must demonstrate that the originally named SBPPP is unable to perform in conformity to the scope of service or is unwilling to perform, or is in default of its contract, or is overextended on other jobs. The Contractor's ability to negotiate a more advantageous contract with another subcontractor is not a valid basis for change. Documentation shall include a letter of release from the originally named SBPPP indicating the reason(s) for the release.

F. Contractors subcontracting with SBPPPs to perform work or services as required by this Special Provision shall not terminate such firms without advising the Municipality in writing, and providing adequate documentation to substantiate the reasons for termination if the SBPPP has not started or completed the work or the services for which it has been contracted to perform.

G. When a SBPPP is unable or unwilling to perform, or is terminated for just cause, the Contractor shall make good faith efforts to find other SBPPP opportunities to increase SBPPP participation to the extent necessary to at least satisfy the goal required by III-B.

H. In instances where an alternate SBPPP is proposed, a revised submission to the Municipality together with the documentation required in III-C, III-D, and III-E, must be made for its review and approval.

I. Each quarter after execution of the Contract, the Contractor shall submit a report to the Municipality indicating the work done by, and the dollars paid to, the SBPPP for the current quarter

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and to date.

J. Each contract that the Municipality signs with a Contractor and each Subcontract the Contractor signs with a subcontractor must include the following assurance: *The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.*

IV. MATERIAL SUPPLIERS OR MANUFACTURERS

A. If the Contractor elects to utilize a SBPPP supplier or manufacturer to satisfy a portion or all of the specified SBPPP goal, the Contractor must provide the Municipality with substantiation of payments made to the supplier or manufacturer for materials used on the project.

B. Credit for SBPPP suppliers is limited to 60% of the value of the material to be supplied, provided such material is obtained from a regular SBPPP dealer. A "regular dealer" is a firm that owns, operates, or maintains a store, warehouse or other establishment in which the materials or supplies required for the performance of the Contract are bought, kept in stock and regularly sold or leased to the public in the usual course of business. To be a regular dealer, the firm must engage in, as its principal business, and in its own name, the purchase and sale of the products in question. A regular dealer in such bulk items as steel, cement, gravel, stone and petroleum products, need not keep such products in stock if it owns or operates distribution equipment. Brokers and packagers shall not be regarded as material suppliers or manufacturers.

C. Credit for SBPPP manufacturers is 100% of the value of the manufactured product. A "manufacturer" is a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the Municipality, ConnDOT or Contractor.

V. NON-MANUFACTURING OR NON-SUPPLIER SBPPP CREDIT:

A. Contractors may count towards their SBPPP goals the following expenditures with SBPPPs that are not manufacturers or suppliers:

1. Reasonable fees or commissions charged for providing a bona fide service such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies necessary for the performance of the Contract, provided that the fee or commission is determined by the Municipality to be reasonable and consistent with fees customarily allowed for similar services.
2. The fees charged for delivery of materials and supplies required on a job site (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is a SBPPP but is not also the manufacturer of or a regular dealer in the materials and supplies, provided that the fees are determined by the Municipality to be reasonable and not excessive as compared with fees customarily allowed for similar services.
3. The fees or commissions charged for providing bonds or insurance specifically required for the performance of the Contract, provided that the fees or commissions are determined by the Municipality to be reasonable and not excessive as compared with fees customarily allowed for

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similar services.

VI. BROKERING

A. Brokering of work by SBPPPs who have been approved to perform Subcontract work with their own workforce and equipment is not allowed, and is a Contract violation.

B. SBPPPs involved in the brokering of Subcontract work that they were approved to perform may be decertified.

C. Firms involved in the brokering of work, whether they are SBPPPs and/or majority firms who engage in willful falsification, distortion or misrepresentation with respect to any facts related to the project shall be referred to the U.S. Department of Transportation's Office of the Inspector General for prosecution under Title 18, U.S. Code, Section 10.20.

VII. REVIEW OF PRE-AWARD GOOD FAITH EFFORTS

A. If the Contractor does not document pre-award commitments by subcontracting and/or procurement of material and/or services that at least equal the goal stipulated in III-B, the Contractor must document the good faith efforts that outline the specific steps it took to meet the goal. The Contract will be awarded to the Contractor if its good faith efforts are deemed satisfactory and approved by ConnDOT. To obtain such an exception, the Contractor must submit an application to the Municipality, which documents the specific good faith efforts that were made to meet the SBPPP goal. An application form entitled "Review of Pre-Award Good Faith Efforts" is attached hereto.

The application must include the following documentation:

1. A statement setting forth in detail which parts, if any, of the Contract were reserved by the Contractor and not available for bid by subcontractors;
2. A statement setting forth all parts of the Contract that are likely to be sublet;
3. A statement setting forth in detail the efforts made to select subcontracting work in order to likely achieve the stated goal;
4. Copies of all letters sent to SBPPPs;
5. A statement listing the dates and SBPPPs that were contacted by telephone and the result of each contact;
6. A statement listing the dates and SBPPPs that were contacted by means other than telephone and the result of each contact;
7. Copies of letters received from SBPPPs in which they declined to bid;
8. A statement setting forth the facts with respect to each SBPPP bid received and the reason(s) any such bid was declined;
9. A statement setting forth the dates that calls were made to ConnDOT's Division of Contract

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Compliance seeking SBPPP referrals and the result of each such call; and

10. Any information of a similar nature relevant to the application.

The review of the Contractor's good faith efforts may require an extension of time for award of the Contract. In such a circumstance, and in the absence of other reasons not to grant the extension or make the award, the Municipality will agree to the needed extension(s) of time for the award of the Contract, provided the Contractor and the surety also agree to such extension(s).

B. Upon receipt of the submission of an application for review of pre-award good faith efforts, the Municipality shall submit the documentation to ConnDOT's initiating unit for submission to the ConnDOT Division of Contract Compliance. The ConnDOT Division of Contract Compliance will review the documents and determine if the package is complete, accurate and adequately documents the Contractor's good faith efforts. Within fourteen (14) days of receipt of the documentation, the ConnDOT Division of Contract Compliance shall notify the Contractor by certified mail of the approval or denial of its good faith efforts.

C. If the Contractor's application is denied, the Contractor shall have seven (7) days upon receipt of written notification of denial to request administrative reconsideration. The Contractor's request for administrative reconsideration should be sent in writing to the Municipality. The Municipality will forward the Contractor's reconsideration request to the ConnDOT initiating unit for submission to the Screening Committee. The Screening Committee will schedule a meeting within fourteen (14) days of receipt of the Contractor's request for administrative reconsideration and advise the Contractor of the date, time and location of the meeting. At this meeting, the Contractor will be provided with the opportunity to present written documentation and/or argument concerning the issue of whether it made adequate good faith efforts to meet the goal. Within seven (7) days following the reconsideration meeting, the chairperson of the Screening Committee will send the Contractor, via certified mail, a written determination on its reconsideration request, explaining the basis of finding either for or against the request. The Screening Committee's determination is final. If the reconsideration is denied, the Contractor shall indicate in writing to the Municipality within fourteen (14) days of receipt of the written notification of denial, the SBPPPs it will use to achieve the goal indicated in III-B.

D. Approval of pre-award good faith efforts does not relieve the Contractor from its obligation to make additional good faith efforts to achieve the SBPPP goal should contracting opportunities arise during actual performance of the Contract work.

Master Municipal Agreement for Construction Projects
Schedule H

ON-THE-JOB TRAINING PROGRAM SPECIAL PROVISION

This On-The-Job Training Program Special Provision (Special Provision) is included in this contract in implementation of Title 23 U.S.C., Section 140(a) as established by Section 22 of the Federal-Aid Highway Act of 1968.

As part of the contractor's equal employment opportunity affirmative action program, on-the-job training shall be provided as follows:

The contractor shall provide on-the-job training aimed at developing and retaining full journeypersons in the type of trade involved. The number of trainees or apprentices to be trained under this contract is determined by dividing the original quantity of hours assigned in the proposal form by 1,000 hours, or the number of hours required under a particular apprenticeship program schedule. In the event the contractor subcontracts a portion of the contract work, he shall determine how many, if any, of the trainees are to be trained by the subcontractor, provided however, that the contractor shall retain the primary responsibility for meeting the training requirements imposed by this provision. The contractor shall also ensure that this Special Provision is made applicable to such subcontract.

The contractor shall submit for approval to the Connecticut Department of Transportation (ConnDOT), a training outline for each trainee or apprentice that will be trained on this project. The training outline shall include the trade, the training categories, the number of training hours that will be provided, and if there will be any off-site training. If the contractor is participating in a bona fide apprenticeship program approved by the Connecticut State Labor Department (CDOL) Apprentice Training Division, identification of such apprentice program shall also be submitted to ConnDOT.

No more than twenty percent (20%) of the trainees or apprentices proposed shall be in the laborer classification (applicable only when five (5) or more trainees or apprentices are required).

Training, upgrading and retaining minority group workers and women in the various construction trades is a primary objective of this Special Provision. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not.

Accordingly, a contractor choosing to utilize a non-apprenticeship program shall make use of the supportive services consultant and/or make every effort to enroll minority and women trainees or apprentices by conducting systematic and direct recruitment through public and private sources likely to yield minority and women trainees to the extent such persons are available within a reasonable area of recruitment. The contractor will be given an opportunity and will be responsible for demonstrating the steps that he has taken in pursuance thereof; prior to a determination as to whether the contractor is in compliance with this Special Provision.

No employee shall be employed as a trainee or apprentice in any classification in which he/she has successfully completed a training course leading to journeyperson status or in which he/she has been employed as a journeyperson. Trainees, or apprentices, may be employed and

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trained in the advancement of their training or apprenticeship program.

After award of the contract, and prior to the order to start date of the physical construction of the project, the contractor shall, in conjunction with the required schedule of progress or time chart, submit and obtain approval for, the number of trainees, or apprentices, for each classification selected, the training outline for each classification and an explanation of the start time of each trainee as it relates to the schedule of progress or time chart.

The minimum length and type of training for each classification will be as established in the training program selected by the contractor and approved by ConnDOT and the Federal Highway Administration (FHWA). ConnDOT and the FHWA shall approve a program if it is reasonably calculated to meet the equal employment opportunity obligations of the contractor and to qualify the average trainee or apprentice for journeyman status in the classification concerned by the end of the training period. Furthermore, programs approved by the U.S. Department of Labor (USDOL) or CDOL, including apprenticeship programs, shall be considered acceptable under this Special Provision, except in those cases where the Secretary of Transportation, the Federal Highway Administrator, or ConnDOT, has determined that the program is not administered in a manner consistent with the equal employment obligations of federal-aid highway construction contracts.

The contractor shall furnish each trainee or apprentice with a copy of the program that will be followed in providing the training. The contractor shall provide each trainee or apprentice with a certification showing the type and length of training satisfactorily completed.

The contractor shall provide for the maintenance of records and furnish monthly and final reports documenting his performance under this Special Provision to the Engineer. The monthly updates and final report shall be made on forms provided by ConnDOT or by providing signed copies of the "Apprentice Handbook and Progress Record" provided by CDOL.

In the event that the contractor intends to transfer a trainee or apprentice to another ConnDOT, (FHWA funded) project, the contractor shall provide ConnDOT with a minimum of a 14-day advance notice.

Except as otherwise noted below, the contractor will be reimbursed at \$0.80 per hour of training given an employee in accordance with an approved training or apprenticeship program. As approved by ConnDOT, reimbursement will be made for training hours in excess of the number specified. This reimbursement will be made even though the contractor receives additional training program funds from other sources, provided such other source does not specifically prohibit the contractor from receiving other reimbursement.

Payment for training is made upon completion of the training program on this contract and not on a monthly basis.

No payment shall be made to the contractor if either the failure to provide the required training, or the failure to hire the trainee as a journeyman, is caused by the contractor. It is normally expected that a trainee or apprentice will remain on the project as long as training opportunities exist in his work classification or until he has completed his training program. It is not

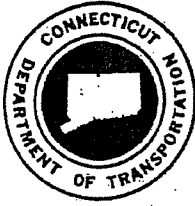
Schedule H

required that all trainees or apprentices be on board for the entire length of the contract. A contractor will have fulfilled his responsibilities, under this Special Provision, if he has provided acceptable training for the number of hours specified.

Trainees will be paid at least 60 percent of the appropriate minimum journeyman's rate specified in the contract for the first half of the training period, 75 percent for the third quarter of the training period, and 90 percent for the last quarter of the training period, unless apprentices or trainees in an approved existing program are enrolled as trainees on this project. In that case, the appropriate rates approved by CDOL in connection with the existing program shall apply to all trainees or apprentices being trained for the same classification who are covered by this Special Provision.

The number of hours shown on the proposal form for Item #2999998A On-The-Job Training Program is not to be altered in any manner by the bidder. Should the bidder alter the amount shown, the altered figures will be disregarded and the original quantity will be used to determine the amount bid for the contract.

<u>Pay Item</u>	<u>Pay Unit</u>
On-The-Job Training Program	Hour



CONNECTICUT DEPARTMENT OF TRANSPORTATION POLICY STATEMENT

POLICY NO. F&A-30
April 12, 2006

SUBJECT: Maximum Fees for Architects, Engineers, and Consultants

It is Department policy that maximum fees for architects, engineers, and consultants shall be in accordance with the provisions of Chapter 11 of United States Code Title 40, Part 36 of Title 48 of the Code of Federal Regulations (CFR) and 23USC 11 2(b)2:

Under the terms of these federal regulations, the Department "shall accept indirect cost rates established in accordance with the Federal Acquisition Regulations for 1-year applicable accounting periods by a cognizant Federal or State government agency...." and "...shall apply such rates for the purpose of contract estimation, negotiation, administration, reporting and contract payment and shall not be limited by administrative or defacto ceilings of any kind."

Travel - shall be the maximum established per the State Travel Regulations (managers' agreement).

If a project is federally funded in any phase, the above stated new requirements shall apply to all new agreements negotiated on or subsequent to December 1, 2005. New agreements that do not have federal funding in any phase, including construction will continue to apply the requirements of the Office of Policy and Management's (OPM) General Letter 97-1. Supplemental agreements negotiated on or after December 1, 2005, that are merely a continuation or refinement of work, shall continue to adhere to the maximums as contained in OPM's General Letter 97-1. Supplemental agreements that result in a new phase of work or more than a continuation or refinement of work will use the above stated new requirements. Supplemental agreements on federally funded projects that continue to utilize the OPM General Letter 97-1 maximums require the approval of the Federal Highway Administration before processing. Existing on-call assignments may be completed using the maximums in OPM's General Letter 97-1, as well as, new on-call assignments (projects) that have no federal funding. New on-call assignments (projects) that have federal funding must use the above stated new requirements. Extra work claims for existing agreements shall continue to adhere to those maximums established in OPM's General Letter 97-1. Computer Aided Design and Drafting (CADD) will be reimbursed through the overhead rate only.

This policy also applies to those entities (i.e., towns, utilities, etc.) that receive federal funding for any phase of a project.

(This Policy Statement supersedes Policy Statement No. F&A-30 dated December 17, 1996)

A handwritten signature in black ink, appearing to read "Stephen E. Korta, II".

Stephen E. Korta, II
Commissioner

Master Municipal Agreement for Construction Projects
Schedule J



STATE OF CONNECTICUT
OFFICE OF POLICY AND MANAGEMENT

November 21, 1996

GENERAL LETTER NO. 97-1

TO: All State Agencies

FROM: Michael W. Kozlowski, Secretary
Office of Policy & Management *Michael W. Kozlowski*

SUBJECT: Contract Fees for Architects, Engineers and Consultants on State Projects

All Contracts for architects, engineers and consultants on capital projects or studies related thereto, shall be awarded on the following basis:

1. Principals - Maximum of \$35/hour
 - A. Corporations Principal is defined as follows:
 - a. A corporate officer administratively responsible to the Corporation for the contract. The principal classification (whether corporate or other) is intended to include the principal's effort on the contract relating only to managing, directing and/or administering of the contract. In no event will the number of Principal hours established be in excess of 5% of the total contract salary hours established during negotiations.
 - b. A principal may also work on the contract in the "employee" classification, for example; as a Project Manager, Draftsman, Senior Engineer, etc. While performing those services for which qualified, the principal's rate of pay shall be within the salary range for the specific classification.
2. Assistants - Actual payroll at straight time rates. Overtime at actual rates subject to prior approval.
3. Overhead and Profit - Actual but not to exceed 150% for a Home Office project; 125% for a Field Office project and 165% for an Environmental project.
4. Travel - Maximum is established per the State Travel Regulations (Manager's Agreement.)

Each such contract must contain appropriate language to clearly acknowledge the parameters by this letter.

Mandatory State and Federal Requirements

1. **Executive Orders.** This Master Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings, and Executive Order No. Sixteen of Governor John G. Rowland, promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Master Agreement as if they had been fully set forth in it. The Master Agreement may also be subject to the applicable parts of Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions. If Executive Orders 7C and 14 are applicable, they are deemed to be incorporated into and are made a part of the Master Agreement as if they had been fully set forth in it. At the Municipality's request, the State shall provide a copy of these orders to the Municipality.

2. **Code of Ethics.** The Municipality shall comply with the policies set forth in Policy Statement Policy No. F&A-10 ("Code of Ethics Policy"), Connecticut Department of Transportation, June 1, 2007, attached hereto as **Schedule L**.

3. **Suspension or Debarment.** The Municipality agrees and acknowledges that suspended or debarred contractors, consulting engineers, suppliers, materialmen, lessors, or other vendors may not submit proposals for a State contract or subcontract during the period of suspension or debarment regardless of their anticipated status at the time of contract award or commencement of work.

4. **Certification .**

A. The signature on the Master Agreement by the Municipality shall constitute certification that to the best of its knowledge and belief the Municipality or any person associated therewith in the capacity of owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of Federal or State funds:

(i) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(ii) Has not, within the prescribed statutory time period preceding this Master Agreement, been convicted of or had a civil judgment rendered against him/her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

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

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(iv) Has not, within a five-year period preceding this Master Agreement, had one or more public transactions (Federal, State or local) terminated for cause or default.

B. Where the Municipality is unable to certify to any of the statements in this certification, such Municipality shall attach an explanation to this Master Agreement.

C. The Municipality agrees to insure that the following certification be included in each subcontract agreement to which it is a party, and further, to require said certification to be included in any subcontracts, sub-subcontracts and purchase orders:

(i) The prospective subcontractors, sub-subcontractors participants certify, by submission of its/their proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(ii) Where the prospective subcontractors, sub-subcontractors participants are unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this proposal.

5. **Title VI Contractor Assurances.** The Municipality agrees that as a condition to receiving federal financial assistance, if any, under the Master Agreement, the Municipality shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§2000d -2000d-7), all requirements imposed by the regulations of the United States Department of Transportation (49 CFR Part 21) issued in implementation thereof, and the "Title VI Contractor Assurances", attached hereto at **Schedule M**, all of which are hereby made a part of this Master Agreement.

6. **Certification for Federal-Aid Contracts** (Applicable to contracts exceeding \$100,000):

A. The Municipality certifies, by signing and submitting this Master Agreement, to the best of his/her/its knowledge and belief, that:

(i) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Municipality, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, 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 a Federal contract, grant, loan, or cooperative agreement.

(ii) 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 Federal 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 Municipality shall complete and submit a Disclosure of Lobbying Activities form (Form SF-LLL) available at the Office of Budget and Management's website at

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http://www.whitehouse.gov/omb/grants_forms/, in accordance with its instructions. If applicable, Form SF–LLL shall be completed and submitted with the Master Agreement.

B. 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 \$10,000 and not more than \$100,000 for each such failure.

C. The Municipality shall require that the language of this Certification be included in all subcontracts, sub-subcontracts which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly. These completed Disclosure Forms-LLL, if applicable, shall be mailed to the Connecticut Department of Transportation, P.O. Box 317546, Newington, CT 06131-7546, to the attention of the project manager.

7. **Americans Disabilities Act of 1990.** This clause applies to municipalities who are or will be responsible for compliance with the terms of the Americans Disabilities Act of 1990 ("ADA"), Public Law 101-336, during the term of the master Agreement. The Municipality represents that it is familiar with the terms of this ADA and that it is in compliance with the ADA. Failure of the Municipality to satisfy this standard as the same applies to performance under this Master Agreement, either now or during the term of the Master Agreement as it may be amended, will render the Master Agreement voidable at the option of the State upon notice to the Municipality. The Municipality warrants that it will hold the State harmless and indemnify the State from any liability which may be imposed upon the State as a result of any failure of the Municipality to be in compliance with this ADA, as the same applies to performance under this Master Agreement.

8. The Municipality receiving federal funds must comply with the Federal Single Audit Act of 1984, P.L. 98-502 and the Amendments of 1996, P.L. 104-156. The Municipality receiving state funds must comply with the Connecticut General Statutes § 7-396a, and the State Single Audit Act, §§ 4-230 through 236 inclusive, and regulations promulgated thereunder.

FEDERAL SINGLE AUDIT: Each Municipality that expends a total amount of Federal awards: 1) equal to or in excess of \$500,000 in any fiscal year shall have either a single audit made in accordance with OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations" or a program-specific audit (i.e. an audit of one federal program); 2) less than \$500,000 shall be exempt for such fiscal year.

STATE SINGLE AUDIT: Each Municipality that expends a total amount of State financial assistance: 1) equal to or in excess of \$300,000 in any fiscal year shall have an audit made in accordance with the State Single Audit Act, Connecticut General Statutes (C.G.S.) §§ 4-230 to 4-236, hereinafter referred to as the State Single Audit Act or a program audit; 2) less than \$300,000 in any fiscal year shall be exempt for such fiscal year.

The contents of the Federal Single Audit and the State Single Audit (collectively, the "Audit Reports") must be in accordance with Government Auditing Standards issued by the Comptroller

Schedule K

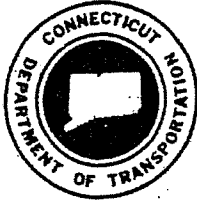
General of the United States.

The Audit Reports shall include the requirements as outlined in OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations" and the State Single Audit Act, when applicable.

The Municipality shall require that the workpapers and reports of an independent Certified Public Accountant ("CPA") be maintained for a minimum of five (5) years from the date of the Audit Reports.

The State reserves the right to audit or review any records/workpapers of the CPA pertaining to the Master Agreement.

9. When the Municipality receives State or Federal funds it shall incorporate the "Connecticut Required Specific Equal Employment Opportunity Responsibilities" ("SEEOR"), dated 2010, attached at **Schedule C**, as may be revised, as a material term of any contracts/agreements it enters into with its contractors, consulting engineers or other vendors, and shall require the contractors, consulting engineers or other vendors to include this requirement in any of its subcontracts. The Municipality shall also attach a copy of the SEEOR, as part of any contracts/agreements with contractors, consulting engineers or other vendors and require that the contractors, consulting engineers or other vendors attach the SEEOR to its subcontracts.



CONNECTICUT DEPARTMENT OF TRANSPORTATION POLICY STATEMENT

POLICY NO. F&A-10
June 1, 2007

SUBJECT: Code of Ethics Policy

The purpose of this policy is to establish and maintain high standards of honesty, integrity, and quality of performance for all employees of the Department of Transportation ("DOT" or "Department"). Individuals in government service have positions of significant trust and responsibility that require them to adhere to the highest ethical standards. Standards that might be acceptable in other public or private organizations are not necessarily acceptable for the DOT.

It is expected that all DOT employees will comply with this policy as well as the Code of Ethics for Public Officials, and strive to avoid even the appearance of impropriety in their relationships with members of the public, other agencies, private vendors, consultants, and contractors. This policy is, as is permitted by law, in some cases stricter than the Code of Ethics for Public Officials. Where that is true, employees are required to comply with the more stringent DOT policy.

The Code of Ethics for Public Officials is State law and governs the conduct of all State employees and public officials regardless of the agency in which they serve. The entire Code, as well as a summary of its provisions, may be found at the Office of State Ethics' web site: www.ct.gov/ethics/site/default.asp. For formal and informal interpretations of the Code of Ethics, DOT employees should contact the Office of State Ethics or the DOT's Ethics Compliance Officer or her designee.

All State agencies are required by law to have an ethics policy statement. Additionally, all State agencies are required by law to have an Ethics Liaison or Ethics Compliance Officer. The DOT, because of the size and scope of its procurement activities, has an Ethics Compliance Officer who is responsible for the Department's: development of ethics policies; coordination of ethics training programs; and monitoring of programs for agency compliance with its ethics policies and the Code of Ethics for Public Officials. At least annually, the Ethics Compliance Officer shall provide ethics training to agency personnel involved in contractor selection, evaluation, and supervision. A DOT employee who has a question or is unsure about the provisions of this policy, or who would like assistance contacting the Office of State Ethics, should contact the Ethics Compliance Officer or her designee.

The DOT Ethics Compliance Officer is:

Denise Rodosevich, Managing Attorney
Office of Legal Services

**For questions, contact the Ethics
Compliance Officer's Designee:**

Alice M. Sexton, Principal Attorney
Office of Legal Services
2800 Berlin Turnpike
Newington, CT 06131-7546
Tel. (860) 594-3045

To contact the Office of State Ethics:

Office of State Ethics
20 Trinity Street, Suite 205
Hartford, CT 06106
Tel. (860) 566-4472
Facs. (860) 566-3806
Web: www.ethics.state.ct.us

Enforcement

The Department expects that all employees will comply with all laws and policies regarding ethical conduct. Violations of the law may subject an employee to sanctions from agencies or authorities outside the DOT. Whether or not another agency or authority imposes such sanctions, the Department retains the independent right to review and respond to any ethics violation or alleged ethics violation by its employees. Violations of this policy or ethics statutes, as construed by the DOT, may result in disciplinary action up to and including dismissal from State service.

Prohibited Activities

1. **Gifts:** DOT employees (and in some cases their family members) are prohibited by the Code of Ethics and this Policy from accepting a gift from anyone who is: (1) doing business with, or seeking to do business with, the DOT; (2) directly regulated by the DOT; (3) prequalified as a contractor pursuant to Conn. Gen. Stat. §4a-100 by the Commissioner of the Department of Administrative Services (DAS); or (4) known to be a registered lobbyist or a lobbyist's representative. These four categories of people/entities are referred to as "restricted donors." A list of registered lobbyists can be found on the web site of the Office of State Ethics (www.ct.gov/ethics/site/default.asp). A list of prequalified consultants and contractors, *i.e.*, those seeking to do business with the DOT, can be found on the DOT's Internet site under "Consultant Information" and "Doing Business with ConnDOT," respectively.

The term "gift" is defined in the Code of Ethics for Public Officials, Conn. Gen. Stat. §1-79(e), and has numerous exceptions. For example, one exception permits the acceptance of food and/or beverages valued up to \$50 per calendar year from any one donor and consumed on an occasion or occasions while the person paying or his representative is present. Therefore, such food and/or beverage is not a "gift." Another exception permits the acceptance of items having a value up to ten dollars (\$10) provided the aggregate value of all things provided by the donor to the recipient during a calendar year does not exceed fifty dollars (\$50). Therefore, such items are not a "gift." Depending on the circumstances, the "donor" may be an individual if the individual is bearing the expense, or a donor may be the individual's employer/group if the individual is passing the expense back to the employer/group he/she represents.

This policy requires DOT employees to immediately return any gift (as defined in the Code of Ethics) that any person or entity attempts to give to the employee(s). If any such gift or other item of value is received by other than personal delivery from the subject person or entity, the item shall be taken to the Office of Human Resources along with the name and address of the person or entity who gave the item. The Office of Human Resources, along with the recipient of the item of value, will arrange for the donation of the item to a local charity (e.g., Foodshare, local soup kitchens, etc.). The Office of Human Resources will then send a letter to the gift's donor advising the person of the item's donation to charity and requesting that no such gifts be given to DOT employees in the future.

2. **Contracting for Goods or Services for Personal Use With Department Contractors, Consultants, or Vendors:** Executive Order 7C provides that: "Appointed officials and state employees in the Executive Branch are prohibited from contracting for goods and services, for personal use, with any person doing business with or seeking business with his or her agency, unless the goods or services are readily available to the general public for the price which the official or state employee paid or would pay."

3. ***Gift Exchanges Between Subordinates and Supervisors/Senior Staff:*** A recent change in the Code of Ethics prohibits exchanges of gifts valued at \$100 or more between (*i.e.*, to and from) supervisors and employees under their supervision. The Citizen's Ethics Advisory Board has advised that: (1) the monetary limit imposed by this provision is a per-gift amount; (2) gifts given between supervisors and subordinates (or *vice versa*) in celebration of a "major life event," as defined in the Code of Ethics, need not comply with the \$100 limit; and (3) the limitations imposed by this provision apply to a direct supervisor and subordinate *and to any individual up or down the chain of command*. The Citizen's Ethics Advisory Board has also advised that supervisors or subordinates may not pool their money to give a collective or group gift valued at \$100 or more, even though each of the individual contributions is less than \$100.
4. ***Acceptance of Gifts to the State:*** A recent change to the Code of Ethics for Public Officials modified the definition of the term "gift" to limit the application of the so-called "gift to the State" exception. In general, "gifts to the State" are goods or services given to a State agency for use on State property or to support an event and which facilitate State action or functions. Before accepting any benefit as a "gift to the State," DOT employees should contact the Ethics Compliance Officer.
5. ***Charitable Organizations and Events:*** No DOT employee shall knowingly accept any gift, discount, or other item of monetary value for the benefit of a charitable organization from any person or entity seeking official action from, doing or seeking business with, or conducting activities regulated by, the Department.
6. ***Use of Office/Position for Financial Gain:*** DOT employees shall not use their public office, position, or influence from holding their State office/position, nor any information gained in the course of their State duties, for private financial gain (or the prevention of financial loss) for themselves, any family member, any member of their household, nor any "business with which they are associated." In general, a business with which one is associated includes any entity of which a DOT employee or his/her immediate family member is a director, owner, limited or general partner, beneficiary of a trust, holder of 5 percent or more stock, or an officer (president, treasurer, or executive or senior vice president).

DOT employees shall not use or distribute State information (except as permitted by the Freedom of Information Act), nor use State time, personnel, equipment, or materials, for other than State business purposes.

7. ***Other Employment:*** DOT employees shall not engage in, nor accept, other employment that will either impair their independence of judgment with regard to their State duties or require or induce them to disclose confidential information gained through their State duties.

Any DOT employee who engages in or accepts other employment (including as an independent contractor), or has direct ownership in an outside business or sole proprietorship, shall complete an Employment/Outside Business Disclosure Form (see attached) and submit it to the Department's Human Resources Administrator. Disclosure of other employment to the DOT Human Resources Administrator shall *not* constitute approval of the other employment for purposes of the Code of Ethics for Public Officials.

Inquiries concerning the propriety of a DOT employee's other employment shall be directed to the Office of State Ethics to assure compliance with the Code of Ethics for Public Officials. Employees anticipating accepting other employment as described above should give ample time (at least one month) to the Office of State Ethics to respond to such outside employment inquiries.

No employee of the DOT shall allow any private obligation of employment or enterprise to take precedence over his/her responsibility to the Department.

8. **Outside Business Interests:** Any DOT employee who holds, directly or indirectly, a financial interest in any business, firm, or enterprise shall complete an Employment/Outside Business Disclosure Form (see attached) and submit it to the Department's Human Resources Administrator. An indirect financial interest includes situations where a DOT employee's spouse has a financial interest in a business, firm, or enterprise. A financial interest means that the employee or his spouse is an owner, member, partner, or shareholder in a non-publicly traded entity. Disclosure of such outside business interests to the DOT Human Resources Administrator shall *not* constitute approval of the outside business interest under this Policy or the Code of Ethics for Public Officials. DOT employees shall not have a financial interest in any business, firm, or enterprise which will either impair their independence of judgment with regard to their State duties or require or induce them to disclose confidential information gained through their State duties. Inquiries concerning the propriety of a DOT employee's outside business interests shall be directed to the Office of State Ethics to assure compliance with the Code of Ethics for Public Officials.
9. **Contracts With the State:** DOT employees, their immediate family members, and/or a business with which a DOT employee is associated, may not enter into a contract with the State, other than pursuant to a court appointment, valued at \$100 or more unless the contract has been awarded through an open and public process.
10. **Sanctioning Another Person's Ethics Violation:** No DOT official or employee shall counsel, authorize, or otherwise sanction action that violates any provision of the Code of Ethics.
11. **Certain Persons Have an Obligation to Report Ethics Violations:** If the DOT Commissioner, Deputy Commissioner, or "person in charge of State agency procurement" and contracting has reasonable cause to believe that a person has violated the Code of Ethics or any law or regulation concerning ethics in State contracting, he/she *must* report such belief to the Office of State Ethics. All DOT employees are encouraged to disclose waste, fraud, abuse, and corruption about which they become aware to the appropriate authority (see also Policy Statement EX.O.-23 dated March 31, 2004), including, but not limited to, their immediate supervisor or a superior of their immediate supervisor, the DOT Office of Management Services, the Ethics Compliance Officer, the Auditors of Public Accounts, the Office of the Attorney General, or the Office of the Chief State's Attorney.
12. **Post-State Employment Restrictions:** In addition to the above-stated policies of the Department, DOT employees are advised that the Code of Ethics for Public Officials bars certain conduct by State employees *after they leave State service. Upon leaving State service:*
 - **Confidential Information:** DOT employees must never disclose or use confidential information gained in State service for the financial benefit of any person.
 - **Prohibited Representation:** DOT employees must *never* represent anyone (other than the State) concerning any "particular matter" in which they participated personally and substantially while in State service and in which the State has a substantial interest.

DOT employees also must not, for one year after leaving State service, represent anyone other than the State for compensation before the DOT concerning a matter in which the State has a substantial interest. In this context, the term "represent" has been very broadly defined. Therefore, any former DOT employee contemplating post-State employment work that might involve interaction with any bureau of DOT (or any Board or Commission administratively under the DOT) within

their first year after leaving State employment should contact the DOT Ethics Compliance Officer and/or the Office of State Ethics.

- **Employment With State Vendors:** DOT employees who participated substantially in, or supervised, the negotiation or award of a State contract valued at \$50,000 or more must not accept employment with a party to the contract (other than the State) for a period of one year after resigning from State service, if the resignation occurs within one year after the contract was signed.

13. **Ethical Considerations Concerning Bidding and State Contracts:** DOT employees also should be aware of various provisions of Part IV of the Code of Ethics that affect any person or firm who: (1) is, or is seeking to be, prequalified by DAS under Conn. Gen. Stat. §4a-100; (2) is a party to a large State construction or procurement contract, or seeking to enter into such a contract, with a State agency; or (3) is a party to a consultant services contract, or seeking to enter into such a contract, with a State agency. These persons or firms shall not:

- With the intent to obtain a competitive advantage over other bidders, solicit any information from an employee or official that the contractor knows is not and will not be available to other bidders for a large State construction or procurement contract that the contractor is seeking;
- Intentionally, willfully, or with reckless disregard for the truth, charge a State agency for work not performed or goods not provided, including submitting meritless change orders in bad faith with the sole intention of increasing the contract price, as well as falsifying invoices or bills or charging unreasonable and unsubstantiated rates for services or goods to a State agency; and
- Intentionally or willfully violate or attempt to circumvent State competitive bidding and ethics laws.

Firms or persons that violate the above provisions may be deemed a nonresponsible bidder by the DOT.

In addition, no person with whom a State agency has contracted to provide consulting services to plan specifications for any contract, and no business with which such person is associated, may serve as a consultant to any person seeking to obtain such contract, serve as a contractor for such contract, or serve as a subcontractor or consultant to the person awarded such contract.

DOT employees who believe that a contractor or consultant may be in violation of any of these provisions should bring it to the attention of their manager.

Training for DOT Employees

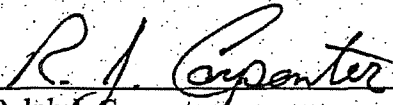
A copy of this policy will be posted throughout the Department, and provided to each employee either in hard copy or by e-mail. As set forth above, State law requires that certain employees involved in contractor/consultant/vendor selection, evaluation, or supervision must undergo annual ethics training coordinated or provided by the Ethics Compliance Officer. If you believe your duties meet these criteria, you should notify your Bureau Chief to facilitate compilation of a training schedule. In addition, the DOT Ethics Compliance Officer can arrange for periodic ethics training provided by the Office of State Ethics. Finally, the Department will make available, on its web site or otherwise, a copy of this policy to all vendors, contractors, and other business entities doing business with the Department.

Important Ethics Reference Materials

It is strongly recommended that every DOT employee read and review the following:

- Code of Ethics for Public Officials, Chapter 10, Part 1, Conn. General Statutes Sections 1-79 through 1-89a found at: www.ct.gov/ethics/site/default.asp
- Ethics Regulations Sections 1-81-14 through 1-81-38, found at: www.ct.gov/ethics/site/default.asp
- The Office of State Ethics web site includes summaries and the full text of formal ethics advisory opinions interpreting the Code of Ethics, as well as summaries of previous enforcement actions: www.ct.gov/ethics/site/default.asp. DOT employees are strongly encouraged to contact the Department's Ethics Compliance Officer or her designee, or the Office of State Ethics with any questions or concerns they may have.

(This Policy Statement supersedes Policy Statement No. F&A-10 dated January 6, 2006)



Ralph J. Carpenter
COMMISSIONER

Attachment

List 1 and List 3

(Managers and supervisors are requested to distribute a copy of this Policy Statement to all employees under their supervision.)

cc: Office of the Governor, Department of Administrative Services, Office of State Ethics

Master Municipal Agreement for Construction Projects
Schedule M

TITLE VI CONTRACTOR ASSURANCES

For this document Contractor means Consultant, Consulting Engineer, Second Party, or other entity doing business with the State and Contract shall mean the same as Agreement.

During the performance of this Contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

1. **Compliance with Regulations:** The Contractor shall comply with the regulations relative to nondiscrimination in federally assisted programs of the United States Department of Transportation (hereinafter, "USDOT"), Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, national origin, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Subsection 5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, or disability.
4. **Information and Reports:** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Connecticut Department of Transportation (ConnDOT) or the Funding Agency (FHWA, FTA and FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to ConnDOT or the Funding Agency, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the ConnDOT shall impose such sanctions as it or the Funding Agency may determine to be appropriate, including, but not limited to:
 - A. Withholding contract payments until the Contractor is in-compliance; and/or
 - B. Cancellation, termination, or suspension of the Contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the ConnDOT or the Funding Agency may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the ConnDOT to enter into such litigation to protect the interests of the Funding Agency, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

EMPLOYEE SUGGESTED REVISIONS TO UPDATED PERSONNEL POLICIES

PG. 6

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. **Employees will be notified when there is a FOI request for their personnel file.** 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.

PG. 8

Employee Classification

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, **401(a) and 457 Plan**, 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.

PG. 10

Town Employee Hiring and Dismissal

The Board of Selectmen shall be given notice of all full-time and part0time employees who are hired, **resign**, or **are** dismissed by the First Selectman prior to the next Board of Selectmen meeting immediately following the ~~hire or dismissal~~ **change of employment status**.

PG. 11

Notice **of Resignation**

PG. 11

Employee Relations

The Town has ~~We have~~ an open door policy.

The Town is ~~We are~~ committed to open and honest discussion of employee problems and concerns raised in good faith without fear of retaliation.

PG. 15

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), **unless the First Selectman determines there are extenuating circumstances that necessitate a printed paycheck.**

PG. 16

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.

PG. 17

Holidays

Eligible employees must work their full schedule on the first regularly scheduled workday 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.~~

PG. 25

Leaves of Absence – Personal Days

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.**

(Selectman recommended change)

Personal leave should be requested in advance from your supervisor. This should be done on the appropriate form provided for this purpose. To allow proper operation of your department, personal leave will be granted at the discretion of your supervisor. You should check with him or her as soon as you anticipate the need for personal leave. The Town recognizes that this may not always be possible. In the event of an emergency or other issue which precludes your ability to request personal leave using the normal procedure, and you must be absent from work you or, if you are incapacitated, a family member or friend should contact your supervisor of the Selectman's office to notify the Town as soon as practical. In such cases your supervisor can allow use of personal Leave without prior notice.

PG. 26

Sick Leave

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.**

PG. 37

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 quarterly basis.**

PG. 38

Inclement Weather

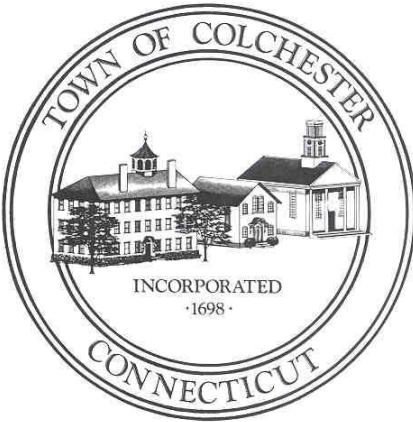
If operations are cancelled after a shift has started, **non-exempt** ~~hourly~~ employees will be paid for the time worked. If there is an early dismissal, non-exempt employees will be paid through the official release time.

PG. 38

Acceptable Computer Network and Office Equipment Use (ADDED FROM CURRENT POLICY)

The First Selectman **and management** ~~has~~ve 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.

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

Town of Colchester Employee Hiring and Dismissal Policy

1.0 Purpose

- 1.1 **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.”
- 1.2 **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.”
- 1.3 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 noted in sections 1.1 and 1.2 of this policy.

2.0 Town Employee Hiring and Dismissal

- 2.1 The First Selectman shall hire and dismiss employees of the town, except employees whose employment is otherwise provided by law, and except department heads (Appendix A).
- 2.2 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 hiring or dismissal. This notification requirement to the Board of Selectmen shall not apply to per-diem or temporary/seasonal employee hiring or dismissal actions.
- 2.3 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 following such review **confirm or modify** such decision.

2.4 The authority to hire and dismiss department heads and employees whose employment is otherwise provided by law rests solely with the Board of Selectmen.

3.0 Joint Town/Board of Education Employee Hiring and Dismissal

3.1 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 its designee. The Chief Financial Officer's hiring and dismissal shall be processed per the Town of Colchester Charter.

4.0 Personnel Hiring Process

4.1 Purpose and Intent.

This policy is adopted to codify the intent of the Board of Selectmen that hiring practices be consistent to insure interested and qualified candidates are afforded the opportunity to seek positions with the Town of Colchester. The objective of this policy is to provide guidance to managers and staff on the process which the town will follow when hiring is initiated by the First Selectman for new or vacant positions.

4.2 Pre-search activities.

When the need to fill a vacant or new position in a town department is recognized and the position is authorized and funded the First Selectman shall meet with the appropriate manager(s) and/or Department Head(s) who will supervise the candidate hired through this process. The First Selectman and Department Manager(s) or Supervisor(s) will confer on the nature and duties of the position to determine if changes in hours, responsibilities, or classification of the position being considered are appropriate and in the best interest of the Town. Should such adjustments to the position be determined by the First Selectman to be needed the hiring process will be suspended until approval of revised job descriptions, compliance with union agreement(s) and financial impacts are obtained from the Board of Selectmen or The Board of Finance (if required by funding adjustments) and Memoranda of Understanding have been agreed to in accordance with appropriate Collective Bargaining Agreements.

4.3 Search Process

Once the position to be filled is fully approved and funded the search process shall begin.

- 1. For Department Heads the First Selectman shall present a selection process to the Board of Selectmen for approval and shall be responsible for carrying out that process. The final three candidates being considered for appointment to a Department Head level position shall be interviewed by the Full Board of Selectmen and the final decision on hiring shall rest with the Board of Selectmen.*
- 2. For positions which are subject to advance consideration of personnel in a bargaining unit the Department Head or Manager for position being sought or the First Selectman will post details of the intention to fill this position as required in any applicable collective bargaining agreement.*
- 3. Upon completion of Collective Bargaining time specifications as mentioned in #2 above the Position shall be announced on the Town Web Site and Posted in a public place at Town Hall. The Announcement shall indicate the title of the position and a brief description of the job duties. The announcement shall provide information on how to obtain the full Job Description and an application and shall include the date after which applications for the position will not be considered. Applications normally will be submitted to the Office of the First Selectman who acts as the Human Resource office for the Town*
- 4. All open positions shall be publicly posted and applications accepted for a minimum period of two weeks (14 Days). In a case that the need to fill the position is urgent a request to shorten the application period shall be forwarded to the First Selectman for presentation to the full Board of Selectmen at its' next regular meeting. Upon approval of the Board of Selectmen the posting period may be reduced.*
- 5. Upon completion of the search process all applications received shall be sent to the First Selectman and Department Manager(s) who will be supervising the eventual candidate hired.*
- 6. The First Selectman, or if delegated by the First Selectman the Department Manager(s), shall conduct the Selection and Evaluation process as outlined in 4.4 below.*

4.4 Candidate Selection and Evaluation Process

- 1. Prior to the close of the Search Process the First Selectman and/or Department Head(s) or Manager(s) who will evaluate candidate qualifications shall develop a method by which they will consider all applications. This method may include but is not limited to:
 - a. Rating Matrix for Interview based on Job Description Duties and experience*
 - b. Interview Panel**

- c. *Skills Testing (Proficiency in software and/or customary systems or equipment normally used in the position)*
 - d. *Other means deemed appropriate.*
- 2. *The First Selectman's advice and consent shall be sought in developing this process by Department Managers in cases where the responsibility has been delegated to that level.*
- 3. *The Selection and Evaluation Process may be developed in Steps and allow short listing of applicants.*
- 4. *At the completion of the Selection and Evaluation process the Manager(s) shall prepare a written recommendation for the hiring of the selected candidate and forward to the First Selectman.*
- 5. *The First Selectman is the formal hiring authority and may interview the candidate(s).*
- 6. *Should the First Selectman find reason to disagree with the recommendation of the Department Head or Manager(s) he shall meet with the manager(s) to discuss his evaluation. The final decision for hiring shall be made by the First Selectman (subject to further review by the Board of Selectmen as noted in Sections 2.2 and 2.3 above).*

4.5 Vacancies for a specific job title which may occur within in one year of the close of applications for a similar position announced under this policy may be filled from the list of candidates seeking that position or the First Selectman may re-announce the position in accordance with this policy. Nothing in this section waives the requirement to comply with applicable Collective Bargaining agreements.

Appendix A – Department Heads

The following positions are identified as department heads for purposes of this policy as referenced in section 2.1:

Assessor

Building Official

CHVFD Chief

Cragin Memorial Library Director

Public Works Director

Recreation Manager

Senior Center Director

Town Engineer

Town Planner/Planning Director

Youth and Social Services Director