

# Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

Gregg Schuster, First Selectman

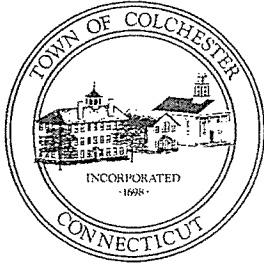
**Board of Selectmen Agenda  
Regular Meeting  
Thursday, May 2, 2013  
Colchester Town Hall**

**Meeting Room 1 – 7:00PM**

RECEIVED  
COLCHESTER, CT  
2013 APR 30 AM 9:51  
*Nancy A. Bray*  
NANCY A. BRAY  
TOWN CLERK

1. Call to Order
2. Additions to the Agenda
3. Approve Minutes of the April 18, 2013 Regular Commission Chair Meeting
4. Approve Minutes of the April 18, 2013 Regular Board of Selectmen Meeting
5. Approve Minutes of the April 25, 2013 Special Board of Selectmen Meeting
6. Citizen's Comments
7. Boards and Commissions – Interviews and/or Possible Appointments and Resignations
  - a. Open Space Advisory Committee. Member re-appointment for a three-year term to expire 10/01/2016. John Henley to be interviewed.
  - b. Commission on Aging. Alternate appointment for a three-year term to expire 12/31/2016. Joe Menhart was interviewed on 04/18/2013.
  - c. Agriculture Commission. Alternate appointment to fill a vacancy. Allen Zimmerman to be interviewed.
  - d. Agriculture Commission. Alternate appointment to fill a vacancy. Olivia Duska to be interviewed.
  - e. Fire Department Task Force. David Martin to be interviewed.
  - f. Fire Department Task Force. John Knapp to be interviewed
  - g. Fire Department Task Force. Bob Holdsworth to be interviewed.
8. Budget Transfers
9. Tax Refunds & Rebates
10. Discussion and Possible Action on John Jones Appreciation Day
11. Discussion and Possible Action on Land Transfer
12. Discussion and Possible Action on Connecticut State Police Resident Trooper Contract

13. Discussion and Possible Action on Youth Services Registration and Data Tracking Program
14. Discussion and Possible Action on License Agreement - Commuter Parking Area – 300 Old Hartford Road
15. Discussion and Possible Action on Personnel Policies
16. Citizen's Comments
17. First Selectman's Report
18. Liaison Report
19. Executive Session to Discuss Senior Center Director Candidates
20. Discussion and Possible Action on Senior Center Director Hiring
21. Adjourn



# Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

RECEIVED  
COLCHESTER, CT  
2013 APR 22 PM 1:46

NANCY A. BRAY  
TOWN CLERK  
*Nancy A. Bray*

**AMENDED**  
**Commission Chairmen Regular Meeting Minutes**  
**Thursday, April 18, 2013**  
**Colchester Town Hall – 7:00PM**  
**Meeting Room 1**

**MEMBERS PRESENT:** Selectman James Ford, Selectman Stan Soby, Selectman Greg Cordova, and Selectman Rosemary Coyle.

**MEMBERS ABSENT:** First Selectman Gregg Schuster

**OTHERS PRESENT:** Ron Goldstein, Tom Tyler, Cheryl Hancin, and other citizens.

**1. Call to Order**

Selectman S. Sob called the meeting to order at 7:00 p.m.

**2. Commission Updates – Commission Chairs**

Rose Levine reported that the **Commission on Aging** continues to work with the Senior Resource Guide for the town of Colchester and is currently being vetted by a committee at the Senior Center who is going through all the information making sure it is current. Also working on a Community Senior Review Team to identify and assist home bound seniors who have unmet needs. Advocating for seniors who do and do not use the Senior Center.

Dave Anderson reported that the **Board of Assessment Appeals** started hearings end of March and will be finishing all the appeals and hearings by the end of the week and voiced his concerns with the blight ordinance.

Thomas Tyler reported that the **Building Committee** attended a tri-board meeting on Feb 6, 2013 to discuss the cost estimate of the WJMS project where the Building Committee was asked to go back to the Architect and reduce the cost of the project without changing the scope. The Building Committee worked with the Architect and accepted a 17% approximate project cost reduction. The Building Committee briefed the Board of Selectman, Board of Finance and Board of Education on the project cost reduction and are waiting for the Board of Selectman to set a tri-board meeting, also upcoming they have a schematic report from Tecton and waiting direction from the town on how to proceed with the project.

Falk Von Plachecki reported that the **Conservation Commission** are currently looking at recommendations from DEP for updating the basic language that is required for statutes and the junk yard by the transfer station have submitted their application.

Ron Goldstein stated that the **Board of Education** developed their budget and the theme for this year's budget is maximizing student achievement. The budget does include full day kindergarten and the major concern is moving forward with the WJMS project.

Nick Norton stated that the Open **Space Advisory Committee** is a committee not a commission and do not have action authority but act as advisory to the conservation committee regarding open space issues.

Richard LeMay reported that the **Sewer & Water Commission** had their annual budget review and there will not be a fee increase for sewer and water; they are on target with this year's budget; joint facilities project is still outstanding; new equipment for the pump station has been ordered; their request for reimbursement from Hurricane Sandy has been submitted; the sewer portion of the extension of Lake Hayward Road should be starting soon; and they are in the process of reviewing three additional water sources.

Merja Lehetinen reported that the **Cable Advisory Committee** is witnessing a competition for customers between AT&T and Comcast in the area which is resulting in lower prices for consumers – discount are available, public outreach to schools and educators that funds are available to assist in training students in t.v. production, and Comcast is offering scholarships to students.

**NO REPORT RECEIVED FROM THE FOLLOWING:**

David Wasniewski regarding the **Agriculture Commission**  
Stephen Cohn regarding the **Economic Development Commission**  
Genea Bell regarding the **Ethics Commission**  
Robert Tarlov regarding the **Board of Finance**  
Jack Faski regarding the **Fair Rent Commission**  
Ellen Sharon regarding the **Historic District Commission**  
Jan LaBella regarding the **Housing Authority**  
Sean O'Leary regarding the **Parks & Recreation Commission**  
Joe Matthieu regarding the **Planning and Zoning Commission**  
Robert Parlee regarding the **Police Commission**  
Robert Suchecki regarding the **Youth Services Advisory Board**  
Laurie Robinson regarding the **Zoning Board of Appeals**

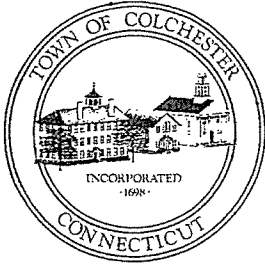
**3. Adjourn**

R. Coyle moved to adjourn the Commission Chair Meeting at 7:16 p.m., seconded by G. Cordova. Unanimously approved. MOTION CARRIED.

Respectfully submitted,



Gina Santos  
Clerk



# Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

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

RECEIVED  
COLCHESTER, CT  
2013 APR 22 PM 1:24  
NANCY A. BRAY  
TOWN CLERK  
Merja Lehtinen

**MEMBERS PRESENT:** Selectman James Ford, Selectman Stan Soby, Selectman Greg Cordova, Selectman Rosemary Coyle

**MEMBERS ABSENT:** First Selectman Gregg Schuster

**OTHERS PRESENT:** Ron Goldstein, Tom Tyler, Cheryl Hancin, Jim Paggioli, Goldie Liverant, Gary Siddell, Rose Levine, Merja Lehtinen and other citizens

1. **Call to Order**

Selectman S. Soby called the meeting to order at 7:00 p.m.

2. **Additions to the Agenda**

R. Coyle **MOTIONED** to add to the agenda as item #6 "Discussion on Senior Center Director Position and Senior Center Building Conditions", and renumber accordingly. **SECONDED** by J. Ford. Unanimously approved. **MOTION CARRIED.**

3. **Approve Minutes of the April 4, 2013 Regular Board of Selectmen Meeting**

R. Coyle **MOTIONED** to approve the minutes of the April 4, 2013 Regular Board of Selectmen meeting minutes. **SECONDED** by J. Ford. G. Cordova abstained. All other members present voted in favor. **MOTION CARRIED.**

4. **Citizen's Comments**

Merja Lehtinen reported that the Cable Advisory Committee is alive and well. Goldie Liverant asked what the status is on the hiring of a Senior Center Director. Gary Siddell voiced his concern regarding the Senior Center Director vacancy, the Senior Center van that is out of commission and the conditions of the Senior Center building. Rose Levine thanked the members of the Commission on Aging that are present at the meeting and voiced her concern on the conditions of the Senior Center building, the unfilled Senior Center Director position and is against position sharing.

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

a. **Police Commission. Resignation of Member, Stanley Nolan.**

R. Coyle **MOTIONED** to accept the resignation of Police Commission Member Stanley Nolan. **SECONDED** by G. Cordova. Unanimously approved. **MOTION CARRIED.**

b. **Agriculture Commission. Member re-appointment for a three-year term to expire 11/30/2014. Discussion and Possible Action on Alex Savitsky.**

J. Ford **MOTIONED** to re-appoint Alex Savitsky as a member to the Agriculture Commission for a term to expire 11/30/2014. **SECONDED** by R. Coyle. Unanimously approved. **MOTION CARRIED.**

c. **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 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.**  
R. Coyle **MOTIONED** to appoint Gary Siddell to fill a vacancy as a member of the Commission on Aging for a term to expire 12/01/2014. **SECONDED** by J. Ford. Unanimously approved. **MOTION CARRIED.**
- e. **Commission on Aging. Alternate appointment for a three-year term to expire 12/31/2016.**  
**Joe Menhart to be interviewed.**  
Joe Menhart was 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.**  
R. Coyle **MOTIONED** to appoint Mary Stevens as a member to the Open Space Advisory Committee for a term to expire 10/01/2016. Unanimously approved. **MOTION CARRIED.**
- 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**

J. Ford **MOTIONED** to appoint Steven Carron as a member to the Police Commission for a term to expire 11/01/2013. **SECONDED** by R. Coyle. Unanimously approved. **MOTION CARRIED.**
6. **Discussion on Senior Center Director Position and Senior Center Building Conditions**  
R. Coyle **MOTIONED** that the Board of Selectman interviews the final two candidates for the Senior Center Director Position, have the resumes sent to the board members ahead of time and do this before the next meeting. **SECONDED** by J. Ford. Unanimously approved. **MOTION CARRIED.** Discussion was had.
7. **Budget Transfers**  
None
8. **Tax Refunds & Rebates**  
R. Cordova **MOTIONED** the block to approve the tax refunds in the amount of \$380.92 to Holly Sasman, \$145.84 to Richard Schulman, \$31.73 to Melanie Corson, \$44.93 to Walter or Rita Hermann, \$379.16 to Antonio Costa, \$16.81 to Mary Przyborowski, \$20.00 to Brian Redshaw, \$2,014.56 to Barbara & Frederick Briger, and \$2,005.92 to Christopher & Sally Miller. **SECONDED** by R. Coyle. Unanimously approved. **MOTION CARRIED.**
9. **Discussion and Possible Action on Competitive School Readiness Grant**  
R. Coyle **MOTIONED** to approve the School Readiness Grant and to authorize the Superintendent/First Selectman to sign all necessary documents. **SECONDED** by G. Cordova. Unanimously approved. **MOTION CARRIED.**
10. **Discussion and Possible Action on Discovery Grant**  
R. Coyle **MOTIONED** to approve the Discovery Grant and to authorize the Superintendent/First Selectman to sign all necessary documents. **SECONDED** by G. Cordova. Unanimously approved. **MOTION CARRIED.**
11. **Discussion and Possible Action on Early Literacy Grant**  
S. Flynn gave an update on the Early Literacy Grant.

12. **Discussion and Possible Action on Quality Enhancement Grant**  
R. Coyle **MOTIONED** to approve the Quality Enhancement Grant and to authorize the First Selectman to sign all necessary documents. **SECONDED** by G. Cordova. Unanimously approved. **MOTION CARRIED.**
13. **Discussion and Possible Action on Sponsorship Opportunities**  
G. Cordova **MOTIONED** 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. **SECONDED** by R. Coyle. Unanimously approved. **MOTION CARRIED.**
14. **Discussion and Possible Action on Munis Financial Software Contract Renewal**  
G. Cordova **MOTIONED** to approve 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. **SECONDED** by J. Ford. Unanimously approved. **MOTION CARRIED.**
15. **Discussion and Possible Action on Encroachment Agreement for Sewer Pump Station, Sewer and Water Main (Route 85 and 637)**  
G. Cordova **MOTIONED** 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. **SECONDED** by J. Ford. Unanimously approved. **MOTION CARRIED.**
16. **Discussion and Possible Action on FY 13-14 Sewer and Water Budget**  
J. Paggioli gave an overview of the FY 13-14 Sewer and Water budget.  
R. Coyle **MOTIONED** 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. **SECONDED** by J. Ford. Unanimously approved. **MOTION CARRIED.**
17. **Discussion and Possible Action on State DOT Master Municipal Agreement for Construction**  
J. Paggioli gave an overview of the State DOT Master Municipal Agreement for Construction. J. Ford **MOTIONED** 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. **SECONDED** by G. Cordova. Unanimously approved. **MOTION CARRIED.**
18. **Discussion and Possible Action on Personnel Policies**  
R. Coyle stated she came up with softer language for page #15 “Non-Exempt Employee Pay”. S. Soby presented his suggestions for revisions to sections of the personnel policies. R. Coyle stated there should be a criteria added to base the merit pay for non-union employees.
19. **Citizen’s Comments**  
None
20. **First Selectman’s Report**  
None

21. **Liaison Report**

R. Coyle stated that the Open Space Advisory Committee were contacted by the Norwich Community Development Corporation who are interested in taking a regional approach in the protection preservation and promotion of the Yantic River water shed. J. Ford reported that the Conservation Commission is moving forward with the Junk Yard and expressed his concern to the commission regarding insurance coverage for anyone carrying large items across town on their way to the Junk Yard. S. Soby reported that the Agriculture Commission has forwarded their recommendations to Planning & Zoning regarding agricultural use in the proposed revision and there was a lengthy discussion on assessments. S. Soby reported that the Zoning Board of Appeals met and approved a re-subdivision. S. Soby reported that Planning & Zoning Commission met and the developer for the Tractor Supply was present looking for changes for the design of building, discussion was also had on timing of sidewalks and they received information from the Agriculture Commission on proposed language.

22. **Adjourn**

G. Cordova **MOTIONED** to adjourn at 8:51 pm. **SECONDED** by R. Coyle. Unanimously approved. **MOTION CARRIED.**

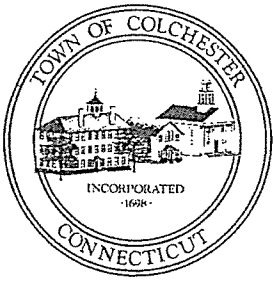
Respectfully Submitted,



Gina Santos

Clerk





# Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

Gregg Schuster, First Selectman

Board of Selectmen Minutes  
Special Meeting  
Thursday, April 25, 2013  
Colchester Town Hall

Meeting Room 1 – at 4:30PM

NANCY A. BRAY  
TOWN CLERK

2013 APR 26 AM 9:52

RECEIVED  
COLCHESTER, CT

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

**MEMBERS ABSENT:**

**OTHERS PRESENT:** Derrik Kennedy, Nancy Bray, Dot Mrowka, John Malsbenden, Melissa Roberto, and other citizens.

1. **Call to Order**

First Selectman G. Schuster called the meeting to order at 4:35 p.m.

2. **Discussion and Possible Action on Historic Documents Preservation Grant**

Discussion on appropriate applicant. J. Ford moved to authorize First Selectman G. Schuster to execute any documents necessary relating to the Historic Documents Preservation Grant for FY 13-14, seconded by G. Cordova. Unanimously approved. MOTION CARRIED.

3. **Executive Session to Discuss Senior Center Director Hiring**

S. Soby moved to enter into executive session to discuss senior center director hiring and invite Youth & Social Services Director Val Geato, seconded by G. Cordova. Unanimously approved. MOTION CARRIED.

Entered into executive session at 4:39 p.m.

Exited from executive session at 4:50 p.m.

4. **Discussion and Possible Action on Senior Center Director Hiring**

Discussion on hiring process. No action taken.

5. **Adjourn**

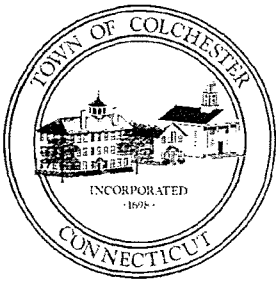
R. Coyle moved to adjourn at 4:53 p.m., seconded by G. Cordova. Unanimously approved. MOTION CARRIED.

Respectfully submitted,

Derrik M. Kennedy

Executive Assistant to the First Selectman





# *Town of Colchester, Connecticut*

127 Norwich Avenue, Colchester, Connecticut 06415


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Gregg Schuster, First Selectman

## **MEMORANDUM**

**To:** Board of Selectmen

**Cc:**

**From :** Gregg Schuster, First Selectman 

**Date:** 4/29/13

**Re:** Captain John Jones Appreciation Day

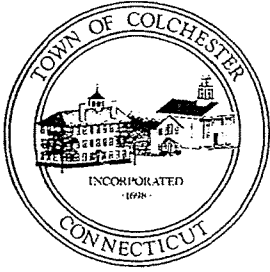
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On 6/15/13, the Colchester-Hayward Volunteer Fire Company will be honoring John Jones for his 50 years of active service. This is a tremendous achievement and we should all be proud to have someone dedicate so much of his time to our community.

In recognition of this milestone, I am recommending that the Board of Selectmen designate June 15, 2013 as Captain John Jones Appreciation Day.

**Recommended Motion – “Move that Colchester designate June 15, 2013 as Captain John Jones Appreciation Day.”**





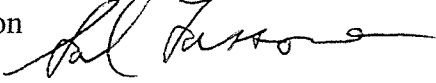
# Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

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April 24, 2013

Sheet 1 of 2

To: Colchester Planning & Zoning Commission  
From: Salvatore Tassone P.E. – Town Engineer   
Re: CGS 8-24 referral to transfer Town owned land at intersection of Route 16 and Route 149 to private entity.

Dear commission members,

During a recent review of town land records (Town Meeting Minutes) to supplement and update the Town Road acceptance file, I discovered that at a special town meeting held on September 29, 1977 (**minutes attached**) the town accepted a property deed from Robert G. & Victoria Clark “of property contributed to the Town of Colchester consisting of property at the intersection of Route 16 and 149” as described on warranty deed recorded on land records volume 118, page 1117 (**copy attached**).

There is no clear indication of the purpose or intent of this land acquisition, however, it appears it did occur. In fact, acceptance of the deed to this parcel was repeated at a special town meeting held on December 27, 1977.

A review of the deed description and town clerk map drawer 7, sheet 23B dated November 1963, (**copy attached**) indicate this parcel of land to be approximately 0.10 acres in size.

A review of the town assessor’s maps and boundary maps from the building file for 738 Middletown Road do not reflect this 0.10 acre parcel as being town owned land. The assessor’s maps (**aerial map copy attached**) instead appear to show this parcel as part of the 738 Middletown Road parcel known as Quick Stop Convenience Store Inc. (This site contains the Valero Gas Station).

Further review of the town’s GIS aerial photos overlaid on the assessor’s boundary maps shows a paved parking area and access drive onto Route 149 located over and upon this apparently town owned parcel of land.

Discussions with the assessor’s office and review of deeds for the 738 Middletown Road site confirm that this town owned parcel is not included in the site acreage, yet it is being used for parking and vehicular access onto a state roadway by a private entity.

The given circumstances present some potential concerns for the town. I believe this existing condition, whereby a private parking area and driveway over town owned land used to access a state roadway (at a less than desirable location), leaves the town exposed to liability with regards to potential traffic accidents.

**FOLLOW UP ACTION/RECOMMENDATION BY TOWN STAFF:**

Based on follow up meetings with the First Selectman, Public Works Director, ZEO, and Assessor and follow up discussions by town staff with past owners of the subject parcel (Ron Clark and his mother Mrs. Clark) it was determined that the Clarks, had sold off all their property at that time (1977) and were moving out of town when they realized that they still had this small piece of land left. Mrs. Clark stated that her husband, Robert, who has since passed, originally thought that they had conveyed this to the property owner of the (currently used as) gas station but when they realized they still owned it they chose to give it to the town.

In consideration of this information, it was agreed by town staff that it may be in the best interest of all parties to have the town proceed with transferring this land to the current owner of 738 Middletown Road. In discussion and email correspondence with Mike Malinosky (current owner), he has indicated he is in favor of accepting the land from the Town.

Copy:

- Gregg Schuster – First Selectman
- James Paggioli – Public Works Director
- Craig Grimord – ZEO/Assistant planner
- John Chaponis - Assessor

TOWN OF COLCHESTER, CT. - ZONING AND PLANNING COMMISSION APPLICATION

ZONING AND PLANNING COMMISSION ACTION

This application ( 1 form and 5 sets of plans) shall be submitted to the Zoning and Planning Commission Office no later than noon on the Thursday before the next regularly scheduled meeting (the 1st and 3rd Wednesday of the month excepting Holiday periods).

APPLICATION NUMBER: CGS#13-046  
SUBMITTED DATE: 4/24/13  
FEE PAID: N/A  
RECEIVED DATE: 5/1/13  
PUBLIC HEARING DATE: N/A

APPLICANT: TOWN OF COLCHESTER

STREET ADDRESS: 127 NORWICH AVE

TOWN: Colchester ZIP CODE: 06415 TELEPHONE: 860-537-7294

OWNER OF RECORD ON COLCHESTER LAND RECORDS: TOWN OF COLCHESTER

STREET/ROAD ADDRESS OF PROPERTY: N.W. CORNER OF RTE 16 + RTE 149

ASSESSOR'S MAP: N/A LOT#: N/A ZONE: COMMERCIAL

NAME, ADDRESS & TELEPHONE OF PERSON TO WHOM CORRESPONDENCE AND INQUIRIES

SHOULD BE DIRECTED: Craig G. Grimord TELEPHONE: 860-537-7294  
Zoning enforcement officer

APPLICATION IS FOR (Check one of the following):

- 1. Zone Change from \_\_\_\_\_ Zone to \_\_\_\_\_ Zone (Public Hearing).
- 2. Amendment to Section(s) \_\_\_\_\_ of the Zoning Regulations (Public Hearing).
- 3. Special Exception to Section(s) \_\_\_\_\_ of the Zoning Regulations (Public Hearing).
- 4. Site Development Plan.
- 5. Filing for Subdivision.
- 6. Filing for Re-subdivision (Public Hearing).
- 7. Other (describe in detail) CGS 8-24 Referral For TRANSFER OF TOWN OWNED LAND TO PRIVATE ENTITY.

RECEIVED  
TOWN OF COLCHESTER  
CODE ADMINISTRATION  
2013 APR 24 PM 1:59

SIGNATURE(S)

THIS APPLICATION MUST BE SIGNED BY THE APPLICANT AND THE OWNER OF THE PROPERTY AND SUBMITTED ALONG WITH FIVE (5) SETS OF THE PLANS.

Craig Grimord ZED  
APPLICANT For The Town of Colchester

OWNER(S)

\*See reverse for fee schedule.





To all People to Whom these Presents shall Come, Greeting:

Know Ye, That WE, ROBERT G. CLARK and VICTORIA CLARK, both of the Town of Colchester, County of New London, -State of Connecticut, for the consideration of ONE (\$1.00) DOLLAR and other good and valuable considerations, received to our full satisfaction of the TOWN OF COLCHESTER, a municipal corporation, located in the County of New London, State of Connecticut,

do give, grant, bargain, sell and confirm unto the said TOWN OF COLCHESTER, its successors and assigns,

A tract of land situated at the intersection of Route 16 and Route 149 in the Town of Colchester, County of New London, State of Connecticut, bounded as follows:

On the North 90.10 feet by land now or formerly of Donald Clark; on the East eleven (11) feet by Connecticut Route 149; on the Southeast 114.35 feet by Route 16; and on the West 95.35 feet by other land now or formerly of Robert Clark.

To Have and to Hold the above granted and bargained premises, with the appurtenances thereof, unto the said grantee its <sup>heirs</sup> successors and assigns forever, to its and their own proper use and behoof.

And also, we the said grantor s do for ourselves, our heirs, executors and administrators, covenant with the said grantee, its successors, ~~heirs~~ and assigns, that at and until the enclosing of these presents, we are well seized of the premises, as a good indefeasible estate in FEE SIMPLE; and have good right to bargain and sell the same in manner and form as is above written; and that the same is free from all incumbrances whatsoever, except as hereinbefore mentioned.

And Furthermore, we the said grantor s do by these presents bind ourselves and our heirs, executors and administrators forever to WARRANT AND DEFEND the above granted and bargained premises to the said grantee, its successors, heirs, and assigns, against all claims and demands whatsoever, except as hereinbefore mentioned.

In Witness Whereof, we have hereunto set our hand s and seals this 18th day of July in the year of our Lord nineteen hundred and seventy-seven.

Signed, Sealed and Delivered in presence of

*James E. McEwen*  
*Lidney Ireland*

*Robert G. Clark*  
Robert G. Clark  
*Victoria Clark*  
Victoria Clark

Please execute this document in the presence of two witnesses and a Notary Public who should complete the acknowledgment and affix his or her impression seal and the date upon which his or her commission expires. Under the signatures of the witnesses and the Notary, their names should be either printed or typed in. The Notary may serve as one of the two witnesses if you so desire.

State of Connecticut, } ss. Groton July 18, A. D. 1977  
County of New London  
Personally Appeared

ROBERT G. CLARK AND VICTORIA CLARK

Signers and Sealers of the foregoing Instrument, and acknowledged the same to be their free act and deed before me.

RECEIVED FOR RECORD AT COLCHESTER, CONN.  
ON 6.19.77 AT 2.15 P. M.  
BY John B. Fogus, Town Clerk

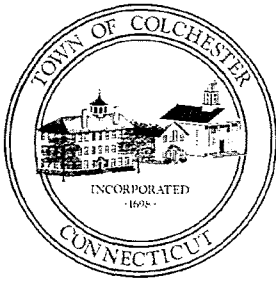
Latest address of Grantee:

No. and Street

*Lidney Ireland*  
Commissioner of the Superior Court

Title of Officer





# *Town of Colchester, Connecticut*

127 Norwich Avenue, Colchester, Connecticut 06415


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Gregg Schuster, First Selectman

## **MEMORANDUM**

**To:** Board of Selectmen

**Cc:**

**From :** Gregg Schuster, First Selectman 

**Date:** 4/29/13

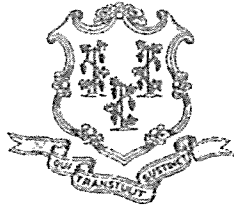
**Re:** Resident Trooper Contract

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Attached is the two year contract to participate in the Resident Trooper Program. We did not identify any changes from the existing contract.

**Recommended Motion – “Move to execute the Resident Trooper contract with the State of Connecticut, Department of Emergency Services and Public Protection and authorize the First Selectman to sign any and all documents.”**





04-04-13A08:38 RCVD

**STATE OF CONNECTICUT**  
**DEPARTMENT OF EMERGENCY SERVICES AND PUBLIC PROTECTION**  
**OFFICE OF THE COMMISSIONER**

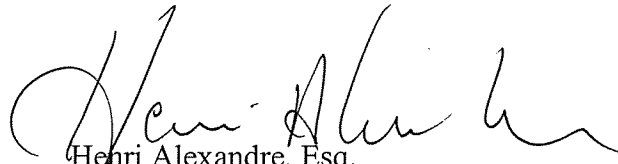
March 28, 2013

Gregg B. Schuster, First Selectman  
Town Office Building  
127 Norwich Ave.  
Colchester, CT 06415

Dear First Selectman Gregg B. Schuster:

Enclosed is a proposed renewal copy of the Resident Trooper Contract, for the period July 1, 2013 through June 30, 2015.

Sincerely,



Henri Alexandre, Esq.  
Legal Affairs Unit

Enclosure

cc: Colonel Danny Stebbins  
Lt. Col. Robert Corona



**CONTRACT BETWEEN THE STATE OF CONNECTICUT DEPARTMENT OF  
EMERGENCY SERVICES AND PUBLIC PROTECTION, DIVISION OF STATE  
POLICE AND THE**

**TOWN OF:** Colchester

**TOWN ADDRESS:** 127 Norwich Ave.  
Colchester, CT 06415

**FOR THE SERVICES OF RESIDENT STATE POLICE TROOPERS**

**TOWN FEIN#: 06-6001974 AGREEMENT NUMBER: 2000/654**

**CONTRACT PERIOD: July 1, 2013 to June 30, 2015**

In consideration of the Town of Colchester (hereinafter the "Town"), acting through its Chief Executive Officer (hereinafter the "Town CEO"), duly authorized, paying all costs pursuant to Connecticut General Statutes Section 29-5 and other good and valuable consideration, the Department of Emergency Services and Public Protection, Division of State Police (hereinafter the "State Police"), acting through its Commissioner, duly authorized, hereby agrees to provide the Town of Colchester with the services of one (1) Resident State Police Trooper(s) during the above-referenced contract period.

This Contract is subject to the following additional terms and conditions:

**I. Law Enforcement Operations and Activities**

**A. Authority Over Police Operations.** The Town hereby delegates to the State Police the authority to supervise and direct the law enforcement operations of appointed constables and police officers in the Town as set forth below.

1. Except for terms and conditions that conflict with the Town's obligations under the Connecticut Municipal Employee Relations Act (hereinafter "the MERA") and/or are contained within any collective bargaining agreement between the Town and the town police officers' or constables' collective bargaining representative, all town police officers and constables shall be subject to applicable provisions of the current Resident State Trooper Program Administration and Operations Manual of the Department of Emergency Services and Public Protection (hereinafter the "Manual"). Copies of the Manual shall be provided to the Town CEO and each police officer or constable of the Town who shall be responsible for compliance therewith. The Town shall ensure that each police officer or

constable in the Town provides a signed copy of the form attached hereto as Exhibit A evidencing such town police officer's or constable's receipt of the Manual and his or her understanding that he or she is responsible for adhering to its provisions, excepting only those terms and conditions that conflict with the Town's obligations under the MERA and/or are contained within any collective bargaining agreement between the Town and the constables' or officers' collective bargaining representative.

2. The Town shall promptly advise the State Police in writing of any terms and conditions of the current Manual which the Town reasonably believes conflict with any provision of any collective bargaining agreement between the Town and the constables' or officers' collective bargaining representative and shall provide a copy of any such agreement to the State Police.
3. During collective bargaining, the Town shall attempt to negotiate terms and conditions consistent with the performance standards and other provisions of the Manual.

#### **B. Patrol Activities and Assignments**

The Resident State Police Supervisor or Trooper, as applicable, assigned to each Town shall be responsible for making all patrol and special activity assignments for Town police officers or constables, including the law enforcement duties to be performed, taking into consideration the needs of the Town after consultation with the Town CEO, sound police practices, and any rights of the Town police officers or constables as specified in any collective bargaining agreement between the Town and the constables'/officers' collective bargaining representative and the Town's obligations under the MERA.

#### **C. Investigative Methods**

The use of investigative methods, including but not limited to the conduct of all criminal investigations, application for and execution of all arrest and search warrants, use of force, vehicular pursuits, related activities, and reporting procedures, in the Town shall be in accordance with the provisions of the Manual.

1. Serious crimes, serious injury crimes and most complex incidents that involve in-depth, follow-up investigation, crime scene processing, seizure of evidence, application for and execution of search warrants, and out-of-town investigative work shall be conducted by the Resident State Police Supervisor or Trooper, as applicable, by State Police personnel assigned to the area State Police Troop, respective State Police major crime unit or any other State Police investigative unit deemed appropriate by the State



Police. The State Police may, in its sole discretion, make exceptions to this policy on a case-by-case basis. A serious or complex investigation may be assigned to a town police officer or constable by the State Police after taking into consideration the nature of the case, requirements of the investigation, the shift resources, response time, and the experience and training of the Town police officer or constable.

2. Every effort will be made by the State Police to allow a Town police officer or constable to remain involved in self-initiated, serious criminal investigations to the extent consistent with sound law enforcement investigative principles and practices.

#### **D. Reports and Records**

All Town police investigative records shall be maintained by the Department of Emergency Services and Public Protection. All investigative reports shall be prepared, formatted and submitted in the manner approved by State Police. The Town shall be responsible for providing network access to the State Police records management system in accordance with the requirements of the State Police.

#### **E. Chain of Command**

Resident State Police Supervisors or Troopers, where applicable, shall directly supervise the law enforcement operations of all Town police officers or constables. The Town CEO of a resident trooper town shall have reasonable, direct access to the area State Police Troop Commander, the Resident Trooper Supervisor and Resident State Police Troopers for regular and on-going communications regarding law enforcement problems in the Town.

1. In the absence of the assigned Resident State Police Supervisor or Trooper, where applicable, the chain of command for Town police officers or constables shall progress to the area State Police Troop Commander, or his duly assigned on-duty shift supervisor, and to the State Police District Commander.
2. The intent of this contract is to provide positive direction for the working relationship between town police officers/constables and State Police personnel. All significant conflicts between Town police officers/constables and State Police personnel shall be referred to the next senior officer in the State Police chain of command.

#### **F. Telecommunications**

The Town shall follow all State Police procedures regarding use, access and maintenance of State Police supplied telecommunications equipment and

technology. If the Town operates its own radio system and dispatch function, Town police officers/constables, when dispatched to respond to an incident by such dispatch center, shall immediately notify the Troop State Police dispatch center of the incident to which they are responding.

#### **G. Use of Police Canines by Town Police Officers/Constables**

The use of police canines by Town police officers/constables shall be consistent with State Police policies and procedures. Towns electing to use alternative programs for training and certification or recertification of police canines shall assume all costs and liabilities associated with such programs. In the event a Town police canine is employed in a manner inconsistent or contrary to policies and procedures of the Department of Emergency Services and Public Protection, the Town assumes all liability for any injuries or damages caused thereby.

#### **H. Overtime**

The State Police retains the right to make overtime assignments of State Police personnel in accordance with the prevailing State Police collective bargaining agreement and state law. Overtime assignments in the Town that require state police services outside the scope of this agreement and Connecticut General Statutes Section 29-5 such as those that fall within the scope of Connecticut General Statutes Section 7-284 shall be assigned in accordance with the prevailing State Police collective bargaining agreement and paid for by the Town in accordance with the prevailing rates for private contractor extra duty overtime assignments. This provision is intended to apply only to overtime performed by state police personnel and is not intended to limit the rights of local officers or constables under any applicable local collective bargaining agreement.

### **II. Administrative Responsibility**

**A.** The Town shall retain administrative responsibility for its personnel, including but not limited to, ensuring compliance with entry level standards for newly hired police officers or constables and training and certification requirements established by the Police Officer Standards and Training Council (POSTC) in accordance with the provisions of Connecticut General Statutes Section 7-294a *et seq.* and associated Regulations of Connecticut State Agencies or as otherwise required by law, compensation for services rendered, hours or shifts to be worked, and provisions of uniforms and equipment.

1. Resident State Police Supervisors or Troopers, as applicable, shall cooperate with the Town by scheduling Town police officers and

constables so as to enable them to meet these requirements in a timely manner.

## **B. Administrative Investigations/Discipline**

All misconduct or performance issues on the part of Town police officers or constables which cannot reasonably be resolved through counseling or the issuance of a Performance Observation Report by the Resident State Police Supervisor or Trooper, if applicable, and which may warrant the imposition of discipline, however minor, or the need for additional remedial training, shall be promptly reported to the Town CEO. The Town CEO shall be kept apprised of any counseling or the issuance of any Performance Observation Reports.

1. Allegations of misconduct on the part of Town police officers or constables which cannot reasonably be resolved through counseling or the issuance of a Performance Observation Report by the Resident State Police Supervisor or Trooper, if applicable, and which may warrant the imposition of discipline, however minor, shall be investigated by the State Police in a manner consistent with the provisions of the Manual and with any collective bargaining agreement between the Town and the constables'/officers' collective bargaining representative, if any. The State Police may recommend the imposition of appropriate disciplinary measures and/or remedial training for Town police officers/constables. Imposition of discipline, if any, upon Town police officers/constables, or assignment for additional training to remedy performance deficiencies on the part of Town police officers/constables, shall be the responsibility of the Town.

## **C. Evaluations**

In accordance with its obligations under the MERA and consistent with the terms of any collective bargaining agreement between the Town and constables' or police officers' bargaining representative, the Town shall implement a work performance evaluation system for all of the Town's police officers or constables. Such work performance evaluations shall be issued at least annually.

1. The Town recognizes that evaluations are: 1) an effective supervisor's tool; and 2) that they identify superior or substandard work performance.
2. Consistent with the terms of any collective bargaining agreement between the Town and the constables' or officers' collective bargaining representative, the Resident State Police Supervisor or Trooper, if applicable, and the Department of Emergency Services and Public Protection shall provide recommendations to the Town CEO concerning

the periodic evaluation of the work performance of Town police officers or constables.

3. The Town shall make the final disposition on all work performance evaluations. Copies of completed work performance evaluations shall be filed in each Town police officer's/constable's official personnel files which shall be available to Resident State Police Supervisors and Troopers, as applicable, upon request.

### **III. Payment for Services Rendered**

#### **A. Costs and Schedule of Payments**

The Town agrees to reimburse the State Police for the cost of compensation, maintenance and other expenses, including reasonably necessary overtime costs, for its assigned Resident State Police Supervisor or Trooper(s), as applicable, consistent with the provisions of Connecticut General Statutes Section 29-5, in accordance with the following:

1. The State Police shall invoice the Town on an annual basis, in arrears, for the accrued costs of services rendered under this Contract with the exception of overtime which shall be invoiced on a quarterly basis, in arrears.
2. The Town shall pay the State Police for the invoiced costs of services rendered under this Contract within thirty (30) days of receipt of each invoice. If the Town disputes all or a portion of a pending invoice, it shall be the responsibility of the Town CEO to notify the State Police in writing before payment is due.
3. The State Police shall have the right to assess a late fee in the amount of five percent (5%) of the unpaid balance of each invoice for which undisputed amounts remain unpaid after sixty (60) days. In calculating unpaid amounts, partial payments shall first be applied to the oldest outstanding balances, and then to each successive outstanding balance until fully paid.

### **IV. Risk of Loss and Indemnification**

- A. The Town assumes the risk of loss for any and all activity involving full or part-time Town constables, municipal police officers, other municipal employees providing police services, law enforcement officers providing police services pursuant to a mutual aid agreement with the Town, and Town police canines, and hereby agrees to hold harmless the State of Connecticut and the Department of Emergency Services and Public Protection, its officers, agents and employees, from any cause or action arising out of the activity of

such full or part-time Town constables, police officers or other municipal employees providing police services, or if applicable, the activity of any town police canine, and to indemnify the State of Connecticut and the Department of Emergency Services and Public Protection, its officers, agents and employees, from any liability resulting from the same.

The Town shall hold harmless and indemnify the State of Connecticut and the Department of Emergency Services and Public Protection, its officers, agents, and employees, from any liability resulting from a cause or action founded either upon respondeat superior or supervisory liability arising from the acts or omissions of full or part-time Town constables, police officers or other municipal employees providing police services, or, if applicable, the activity of any town police canine, made pursuant to a provision of the collective bargaining agreement between the Town and the constables' or officers' collective bargaining representative, that is in conflict with a provision of the Manual.

Additionally, the Town shall hold harmless and indemnify the State of Connecticut and the Department of Emergency Services and Public Protection, its officers, agents, and employees, from any liability resulting from any cause or action founded either upon respondeat superior or supervisory liability arising from the acts or omissions of a constable or officer that has refused or failed to execute Exhibit A, attached hereto.

1. For the period covered by this Contract, the Town will insure itself and its employees with a \$1,000,000.00 combined single limit police professional liability or law enforcement liability insurance policy, or its equivalent, naming the State of Connecticut and the Department of Emergency Services and Public Protection, its officers, agents and employees, as an additional insured with respect to any liability for acts of Town constables, municipal police officers or other municipal employees providing police services, law enforcement officers providing police services pursuant to a mutual aid agreement with the Town, or, if applicable, the activity of any town police canine, and submit a certificate of insurance (or self-insurance) to the Department of Emergency Services and Public Protection prior to the effective date of this Contract.
2. It is understood and agreed by the parties that each Resident State Police Supervisor or Trooper, as applicable, exercising his or her police power or performing services pursuant to this Contract is an employee of the State of Connecticut and not of the Town and that, except to the extent limited by law, the State of Connecticut, and not the Town, is responsible for such Resident State Police Supervisor or Trooper's actions while in the performance of their assigned duties.

**V. Notices**

Any written notices required under this Contract shall be delivered as follows:

If to the Town:

Name  
Street  
City/Town, Connecticut

If to the Department of Emergency Services and Public Protection:

Commissioner  
Department of Emergency Services and Public Protection  
1111 Country Club Road  
Middletown, CT 06457-9294

**VI. Governor’s 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. This agreement may also be subject to 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.

**VII. Termination**

This Contract shall remain in full force and effect for the entire term of the Contract period stated above unless sooner terminated by either the Town or the State Police by providing thirty (30) days prior written notice of its intent to terminate the Contract.

Town of Colchester

State of Connecticut  
Department of Emergency Services  
and Public Protection

By \_\_\_\_\_

By \_\_\_\_\_

Its  
Duly Authorized

Commissioner

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
Assistant Attorney General  
Office of the Attorney General

Date: \_\_\_\_\_





**Exhibit A**

**RESIDENT STATE TROOPER ADMINISTRATION & OPERATIONS MANUAL  
*ACKNOWLEDGEMENT OF RECEIPT***

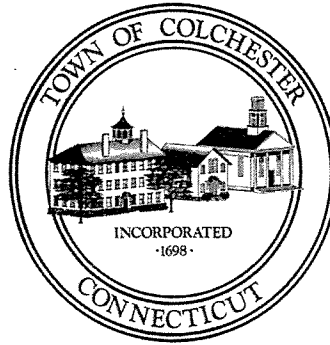
I, \_\_\_\_\_, have received a copy of the Resident State Trooper Administration and Operations Manual and understand that as a local officer/constable in the Town of Colchester, I am responsible for complying with the provisions of this Manual not governed by either any collective bargaining agreement between the Town and the constables' or police officers' collective bargaining representative or terms and conditions that conflict with the Town's obligations under the Connecticut Municipal Employee Relations Act.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

cc: Official Personnel File





Youth Services Bureau

# Memo

**To:** Board of Selectmen  
**From:** Valerie Geato  
**Date:** April 26, 2013  
**Re:** YSB Registration and Data Tracking Program

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## Recommended Motion

*Approve entering into an agreement with nFocus Solutions to implement TraxSolutions® Kid Trax, Outcome Measurement and Money Trax programs, and authorize the First Selectman to sign any related documents.*

nFocus Solutions' TraxSolutions® KidTrax® will provide us with an effective way to track, manage and analyze participation in youth programs. This web-based solution combines ID cards, scanning technology, a link to school district databases, reporting capabilities and a variety of other tools that make it possible to connect the data we collect with the outcomes we need.

The TraxSolutions Outcome Measurement Toolkit (OMT) is a real-time solution that utilizes an easy-to-use logic model for data collection and automated reports and charts to analyze how and why your programs are working.

The nFocus Solutions' MoneyTrax® is a tool for managing fees and providing comprehensive payment and invoicing services. As a component of the TraxSolutions suite, MoneyTrax provides an integrated way to process membership enrollment, participant intake and fee payment. Providing on-line registration and credit card payments will offer families the modern conveniences they often request.

This program has been developed to meet our reporting needs for the State Department of Education. In an effort to get as many YSB's on this program as possible, the State Dept of Education has approved use of our Enhancement grant to fund the project. The grant will cover the entire cost and annual maintenance fees. I will use the Enhancement grant to pay for the annual maintenance fee in the future as well. The quote is attached.





Colchester Youth & Social Services  
 127 Norwick Ave.  
 Colchester, CT 06415  
 Attn: Valerie Geato  
[vgeato@colchesterct.gov](mailto:vgeato@colchesterct.gov)  
 860-537-7255

Quote # QT20130426  
 DATE April 26, 2013  
 EXPIRATION DATE May 26, 2013



Sales Manager		Phone	Email	
Jim Birney		602.954.9557	<a href="mailto:jbirney@nfocus.com">jbirney@nfocus.com</a>	
ITEM NAME	QTY	UNIT PRICE	DONATION	LINE TOTAL
<b>Licenses</b>				
Trax Admin License		\$ 2,100.00		
TraxSolutions® Site License (1 Orbit® Scanner & 5 user log-on's)	1	\$ 2,250.00		2,250.00
TraxSolutions® Century License (No scanning/100 user cap)		\$ 500.00		
Outcome Measurement Toolkit (waived)	1	\$ 900.00	\$900.00	900.00
StaffTrax™ License		\$ 750.00		
VolunteerTrax® License		\$ 750.00		
MoneyTrax® License and Online Registration	1	\$ 1,100.00		1,100.00
Trax® Case Management Module		\$ 1,500.00		
DAPTrax Module - facility		\$ 1,000.00		
DAPTrax Module - sub-facility		\$ 500.00		
<b>Annual Maintenance &amp; Support Agreement (MSA)</b>				
Trax® Admin Annual MSA		\$ 649.00		
Trax® Site Annual MSA	1	\$ 649.00		649.00
Trax® Century Annual MSA		\$ 325.00		
Outcome Measurement Toolkit Annual MSA (waived)	1	\$ 200.00	\$200.00	200.00
MoneyTrax® MSA	1	\$ 200.00		200.00
Trax® Case Management Annual MSA		\$ 300.00		
<b>Hardware</b>				
Additional Orbit® Scanners (Includes Trax Attendance Mgr)		\$ 550.00		
Data Hub (Connects up to 8 scanners to 1 PC)		\$ 750.00		
<b>Services</b>				
Standard Data Import (Per database)		\$ 300.00		
Additional Users (5 Pack)		\$ 400.00		
TraxSolutions License Transfer		\$ 545.00		
TraxSolutions Reactivation Database Set Up		\$ 400.00		
<b>Implementation/Training</b>				
Implementation Training (One 60 minute phone consultation & Two 60 minute custom online training sessions)	1	\$ 499.00	\$499.00	499.00
One 60 minute custom online training session (MoneyTrax)	1	\$ 199.00		199.00
Two 60 minute custom online training sessions		\$ 349.00		
On-Site Trax® Training		\$ 1,500.00		
Travel and Expenses for on-site trainings		\$ 1,000.00		
			Subtotals	\$ 1,599.00
				\$ 5,997.00
			<b>Quote Total</b>	<b>\$ 4,398.00</b>

We look forward to being of service.

nFocus Solutions® 6225 North 24th Street, Suite GL 100, Phoenix, AZ 85016 p. 866.954.9557 f. 602.954.9559 www.nfocus.com

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## **Trax**solutions® KidTrax



### Manage Data. Show Results. Prove Impact.

nFocus Solutions' TraxSolutions® KidTrax® offers easy, effective ways for your organization to track, manage and analyze participation in youth programs. This web-based solution combines ID cards, scanning technology, a link to school district databases, reporting capabilities and a variety of other tools that make it possible to connect the data you collect with the outcomes you seek.

#### **TraxSolutions in Action**

TraxSolutions is designed to save you and your staff valuable time. Once you login, you're able to obtain data and analyze almost all facets of your operations. This allows you to answer important questions regarding your facility or facilities, including:

- What percentage of youth members, on average, are visiting the facility regularly?
- How many schools are represented in your member database?
- Which youth members belong to the same household?
- Which children have parent permission to walk home or use the internet?
- Who still has unpaid balances on their accounts?

Some of these answers will be vital during the grant-writing process; others will make for more organized day-to-day operations and smoother transitions from one fiscal year to the next.

#### **TraxSolutions Admin Edition**

Gathering data is one thing. Knowing how to handle it is another. With Trax Admin Edition, organizations with multiple TraxSolutions' sites can manage reporting capabilities and accessibility. TraxSolutions allows nonprofits to use accurate information to make decisions about programs, staffing and outcomes. It enables them to demonstrate the results of their beneficial work and show these results to potential donors.

Reports can be run for individual sites, all sites or any combination of sites. Program effectiveness can be analyzed and compared in a similar way. Trax Admin Edition also provides access and login management features.

#### **Online Registration**

Online Registration with MoneyTrax offers your participants and families the ability to register for activities anytime from any computer. You can designate which of your program's activities will support online registration and set your own convenience fees.

#### **Team and Activity Tracking**

TeamTrax allows you to set up teams by activity, assign coaches and volunteers, manage enrollment, create waiting lists and track team players within the KidTrax application.

data

driven

results

**Outcome Measurement Toolkit**

Now that you have your data, use it to prove your organization's impact! The TraxSolutions Outcome Measurement Toolkit provides you with a simple, intuitive tool for organizing, tracking and reporting outcomes.

By choosing outcomes, indicators and measurements specific to your organization, you can generate reports and graphics that will show your progress and demonstrate the impact of your programs.

This information will give you the comprehensive reports you need to prove your effectiveness to donors. It also will provide your organization with insights for new strategies and programs.

**Mobile Handheld Scanning**

The Trax Mobile Handheld Scanner allows you to obtain your organization's data from any location, at any time.

Weighing under seven ounces and only seven inches high, this device is easily transported and extends your scanning capabilities during off-site program offerings.

In addition to scanning IDs, staff can view emergency information, attendance data, membership status and a variety of other member information.

**Web-Based Surveys**

From program participants to staff, volunteers and donors, you can use TraxSolutions Survey Manager to address the right people, gathering the feedback you need to make program management decisions and measure your organization's impact.

The surveys, which are directly integrated with your TraxSolutions data, can be accessed from any computer and you will be able to choose from a library of existing survey templates. You also will have the option of modifying templates or using the built-in, point-and-click Survey Builder to customize your surveys.

**System Requirements:**

**Windows XP**

- 1 GHz Processor
- 512 MB RAM
- 500 MB available HD Space
- Broadband Internet Connection
- Internet Explorer 8.0 or Higher

**Windows Vista/ 7**

- 1 GHz Processor
- 1 GB RAM
- 500 MB available HD Space
- Broadband Internet Connection
- Internet Explorer 8.0 or Higher



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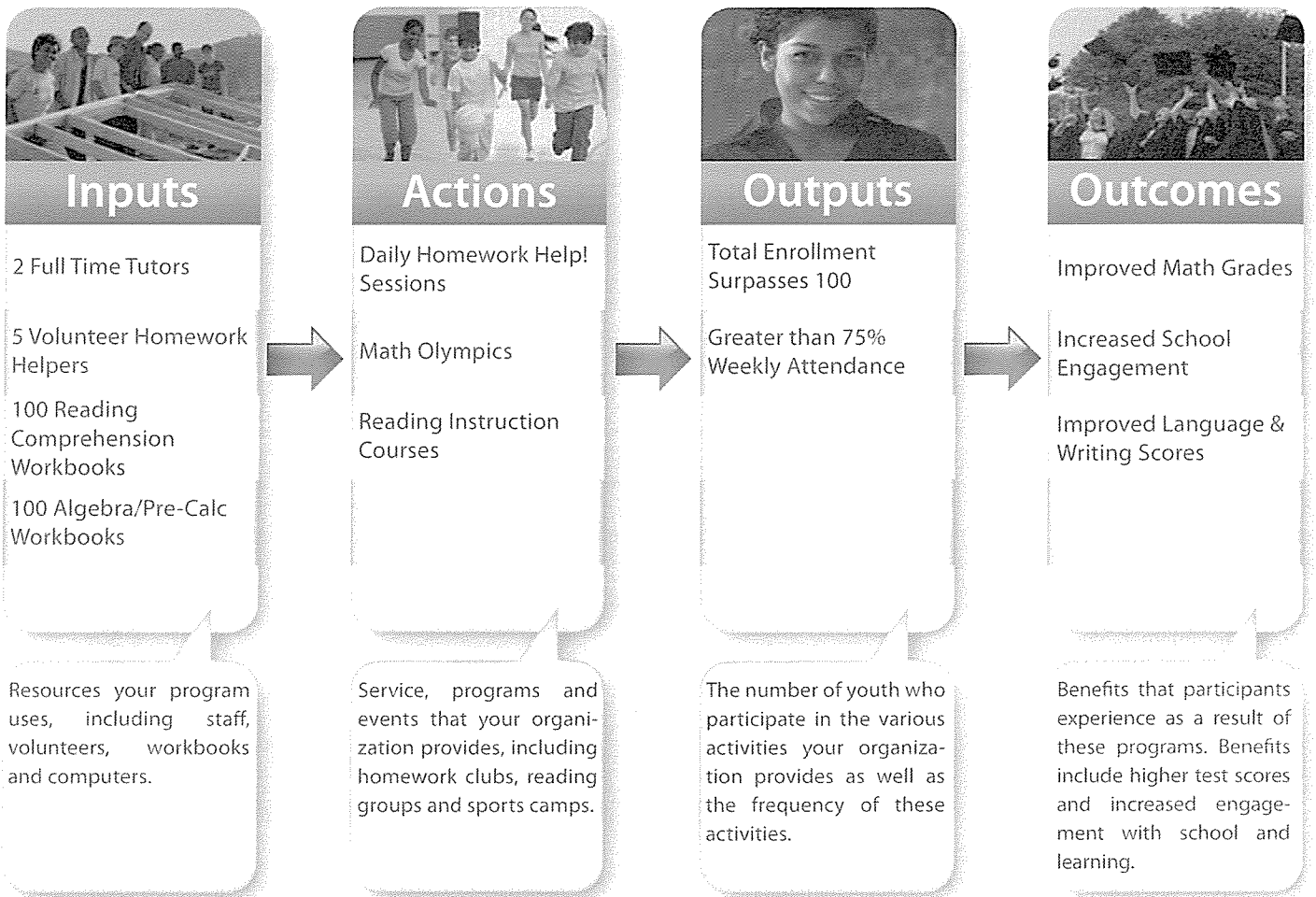
# Trax solutions®

Outcome Measurement

## Instant insight into program effectiveness.

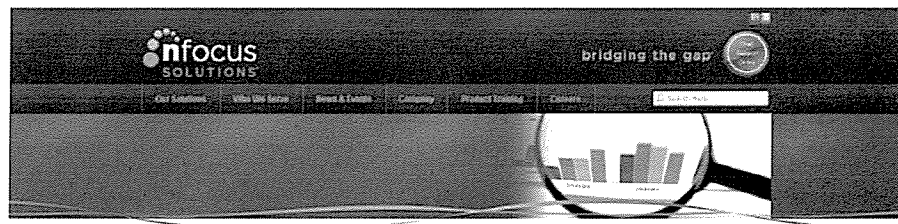
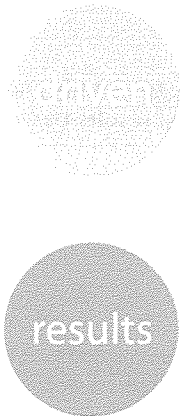
Program quality and value can be measured. The TraxSolutions Outcome Measurement Toolkit (OMT) is a real-time solution that utilizes an easy-to-use logic model for data collection and automated reports and charts to analyze how and why your programs are working.

Its user-friendly framework captures the inputs, activities and outputs of programs and services. This enables you to identify and track trends, allowing you to measure and monitor program success. Such data leads to recognizable, results-based accountability.



### TraxSolutions Outcome Measurement Toolkit

- Attract additional funding by implementing a proven outcome tracking model
- Minimize training requirements because of the intuitive, easy-to-use interface
- Deliver high-level analysis reporting and detailed statistical data
- Immediate access to critical operational and outcome metrics
- Provide detailed, real-time outcome reports for organizations, programs and individuals
- Align local resources to community needs
- Improve resource allocation and service delivery



#### TraxSolutions Outcome Measurement Toolkit

##### Initiating meaningful change

Sometimes the question is "Why?" Why certain programs are succeeding and why others are not. Our Outcome Measurement Toolkit (OUT) is a real-time, web-based solution that is specifically designed to help you discover not only the "why" but also the "how" so you can replicate what works and avoid what isn't.

Whether your organization is a single individual's program or a complex network of facilities and services scattered across the country, you need a tool that can measure the impact your programs are having in the communities you serve. Our OUT is a foundational building block in your ability to accurately measure and monitor possible outcomes.

This intuitive software guides organizations through the development of logic models — a critical process that leads to successful program planning, evaluation and outcome tracking. This has become a core requirement that is increasingly in demand by nonprofit and for-profit organizations.

##### Who This Benefits:

- Nonprofit organizations
- Community-based organizations
- Foundations

##### Key Features:

- Logic models to capture inputs, activities, outputs and outcomes
- Data collaboration between schools, CBO, service providers, funders and community leaders
- Customized, community-wide youth data on-demand usage and outcome trends
- Shared data for longitudinal qualitative and quantitative analysis
- Automated or ad hoc reports and charts
- Flexible management of organizational and individual outcome data
- Identification and consistent measurement of program target audiences and activities

##### Recommended Solutions:

##### TraxSolutions® KofTrax

- Homeless
- Job Training
- Substance Abuse
- Youth Services
- Career Center
- Community Outreach
- Domestic Violence
- Job Placement
- Substance Abuse
- Youth Services
- Career Center
- Community Outreach
- Domestic Violence
- Job Placement

##### Community Center

- Homeless
- Job Training
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- Domestic Violence
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- Domestic Violence
- Job Placement

##### How It Works

- Homeless
- Job Training
- Substance Abuse
- Youth Services
- Career Center
- Community Outreach
- Domestic Violence
- Job Placement
- Substance Abuse
- Youth Services
- Career Center
- Community Outreach
- Domestic Violence
- Job Placement

##### Statistics

##### Customer Testimonials

##### Case Studies

See how nFocus has helped us measure our success in other communities. They will give you a picture of our impact and help you understand the capacity to use our data to drive and track the progress of your program.

See how nFocus has helped us measure our success in other communities. They will give you a picture of our impact and help you understand the capacity to use our data to drive and track the progress of your program.

#### System Requirements:

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- Internet Explorer 8.0 or Higher

##### Windows Vista/ 7

- 1 GHz Processor
- 1 GB RAM
- 500 MB available HD Space
- Broadband Internet Connection
- Internet Explorer 8.0 or Higher

# Trax solutions®

## MoneyTrax



## Track Fees. Manage Payments. Ensure Accuracy.

**nFocus Solutions' MoneyTrax®** is a powerful tool for managing fees and providing comprehensive payment and invoicing services. As a component of the TraxSolutions suite, MoneyTrax provides an integrated way to process membership enrollment, participant intake and fee payment.

### A Simple Fee Management Solution

MoneyTrax® enables organizations to track all fees, payments and credits for individuals, households and teams for any kind of program. Simplify the enrollment process with the ability to enroll participants, manage billing and produce detailed reports from one software application.

Create, manage and charge fees for:

- Registration
- Membership
- Monthly dues
- Activity participation
- Team enrollment
- Team uniforms and equipment

Keep accurate records by efficiently tracking charges, payments, credits and overdue balances. You can trust MoneyTrax to fit your organizational needs with the same reliability of more sophisticated accounting software. And because it's an extension of TraxSolutions, all of your data is stored in one secure location.

Accepts payments from all major credit cards.

### TeamTrax

TeamTrax gives you the power to enroll participants into programs or activities, and then separate participants into small groups or teams. You can set up teams by activity, assign coaches and team volunteers, manage team enrollment and track team players.

With TeamTrax, organizations can also:

- Assign registered participants to a team
- Create team types, such as intramural or traveling teams
- Sort registered participants by name, age, registration date, school, gender and other criteria as defined by the registration requirements
- Create and export comprehensive reports that include team reports with team/coach rosters, contact information and balance due information
- Assign logins to the coach portal, which provides coaches with different levels of access regarding each team

# Trax solutions®

## MoneyTrax

Make the most of your fee collection and management

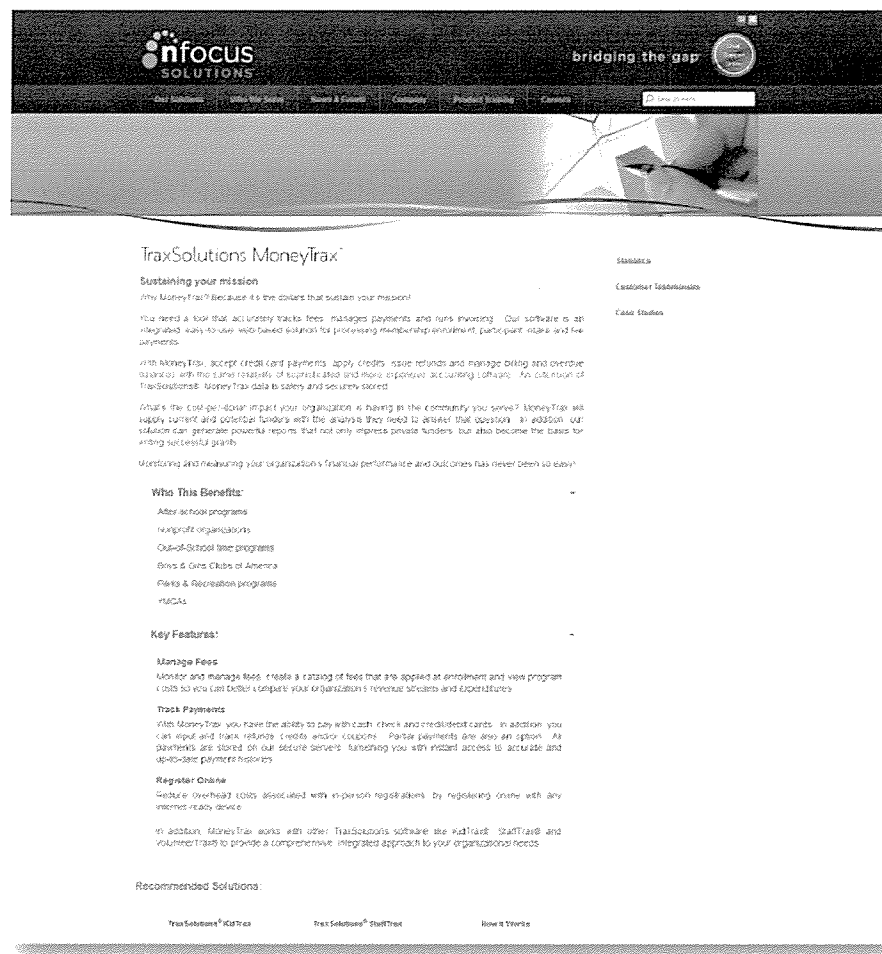
### Online Registration

The Online Registration Portal ensures that participants and families have 24 hour access to the most current information from their programs, teams and organizations. With an interactive web presence, users can register for programs and activities from anywhere in the country.

Participants and their families are provided with the ability to view and manage a wide range of data encompassing individual and household memberships, demographics, enrollments and more.

driven

results



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### System Requirements:

#### Windows XP

- 1 GHz Processor
- 512 MB RAM
- 500 MB available HD Space
- Broadband Internet Connection
- Internet Explorer 8.0 or Higher

#### Windows Vista/ 7

- 1 GHz Processor
- 1 GB RAM
- 500 MB available HD Space
- Broadband Internet Connection
- Internet Explorer 8.0 or Higher

To find out more, call us at (866) 954-9557, or visit our web site at nFocus.com



# **nFocus Solutions End User License Agreement**

6225 N. 24<sup>th</sup> Street  
Suite GL 100  
Phoenix, AZ 85016  
602.954.9557 (voice)  
602.954.9559 (fax)  
[www.nfocus.com](http://www.nfocus.com)

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## Software License Agreement for Trax® Software Products

SWMG Productions, Inc., doing business as nFocus Solutions ("Licensor"), a Texas corporation, having a place of business at 6225 N. 24<sup>th</sup> Street, Suite GL 100, Phoenix, Arizona 85016 and Colchester Youth & Services ("Licensee"), having a place of business at 127 Norwick Ave., Suite 205, Colchester, CT 06415, hereby enter into this End User License Agreement ("Agreement"). For good and valuable consideration, the parties agree as follows:

### Section 1.0 SCOPE

Licensor will provide proprietary software license and other electronic products ("Products") to Licensee. All such software that is owned by Licensor is referred to as "Software." Product and Software documentation that specifies technical and performance features and capabilities, and the user/operation/training manuals for the Software (including all physical or electronic media upon which this information is provided) are collectively referred to as "Documentation." This Agreement contains the terms and conditions pursuant to which Licensor shall license, and Licensee may use, the Software and Documentation.

### Section 2.0 GRANT OF LICENSE

Licensor hereby grants to Licensee a non-transferable (except as permitted in Section 10 below), limited, and non-exclusive license under Licensor's applicable proprietary rights to use the Software (see Annex A - Maintenance and Support Agreement) and related Documentation for the purposes for which they were designed and in accordance with the terms and conditions of this Agreement. The license granted authorizes Licensee to use the Software only in object code format and does not grant any rights to source code.

### Section 3.0 LIMITATIONS ON USE

- 3.1 Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Licensee may not, for any reason, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code, create derivative works from, adapt, translate, merge with other software, copy, reproduce, distribute or export any Software or permit or encourage any third party to do so. Licensee must reproduce all copyright and trademark notices on all copies of the Documentation.
- 3.2 Concerning Licensor's usage of, access to or installation of Products on client owned and operated equipment, Licensee must purchase a license for each physical site location. Licensee's use of Products or Software at an authorized physical site location does not entitle Licensee to use or access the Products or Software at additional, non-licensed physical site locations. Upon Licensor's written request, Licensee must provide to Licensor a written list of all physical site locations where Licensee installs or intends to install Products or access the Software. Each site Software license provides access for no more than five authorized users. Site licenses may be maintained in individual or multi-site databases at Licensee discretion. Century Software licenses limits participant data maintenance to 100 members. All Software licenses are provided with Software maintenance and support under the terms and conditions set forth in Annex A.

### Section 4.0 OWNERSHIP AND TITLE

Title to all licenses of Software will not pass to Licensee at any time, but remains vested exclusively in Licensor. Licensor owns and retains all of its proprietary rights in any form concerning the Software and Documentation, including all rights in patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, and other intellectual properties (including any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Licensor or another party). Nothing in this Agreement is intended to restrict the proprietary rights of Licensor or to grant by implication or estoppel any proprietary rights. All intellectual property developed, originated or prepared by Licensor in connection with providing to Licensee Software, Products, Documentation or related services remain vested exclusively in Licensor, and this Agreement does not grant to Licensee any shared development rights of intellectual property. This Agreement does not involve any software that is a "work made for hire."

**Section 5.0 LICENSEE CONFIDENTIALITY RESPONSIBILITY**

Licensee acknowledges that the Software and Documentation contain Licensor's valuable proprietary and confidential information and trade secrets. Licensee will take necessary and appropriate precautions to maintain and guard the confidentiality of the Software and Documentation, using at least the same degree of care that Licensee applies to its own confidential information, but not less than reasonable care. Precautions will include informing Licensee's employees and agents who are authorized to use the Software and Documentation that such information is confidential and may not to be disclosed to others. Licensee will not disclose the Software and Documentation to any third party, except as permitted by this Agreement or expressly in writing by Licensor. Licensee will limit access to the Software and Documentation to Licensee's employees and agents who need to know and are authorized to use the Software and Documentation as permitted by this Agreement.

**Section 6.0 PATENT, TRADEMARK, AND COPYRIGHT INDEMNIFICATION**

Licensor shall defend, indemnify, and hold Licensee, Licensee's officers, agents, employees, and customers harmless against all claims and liabilities, including costs, for infringement of any United States patent, trademark, or copyright by any Products delivered under this Order or, at Licensor's option and expense, Licensor shall obtain such licenses as are necessary to remove such infringement, provided that Licensor is reasonably notified of such claims and liabilities.

**Section 7.0 LIMITED WARRANTY**

- 7.1 The warranty period for the Software credentials will commence upon acceptance of this Agreement and will continue for 90 days unless Licensor has agreed to a different warranty period in a separate agreement that has been mutually executed by Licensor and Licensee, in which case, the warranty period will be as stated in such agreement.
- 7.2 During the applicable warranty period, Licensor warrants that the unmodified Software, when used properly and in accordance with this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the system. Whether such defect occurs will be determined solely with reference to the Documentation. Licensor does not warrant that Licensee's use of the Software or Products will be uninterrupted or error-free or that the Software or the Products will meet Licensee's particular requirements.
- 7.3 Before the expiration of the applicable warranty period, Licensee must notify Licensor in writing if the Software or Product does not conform to this warranty. Upon receipt of such notice, Licensor will investigate the warranty claim. If this investigation confirms a valid warranty claim, Licensor will (at its option and at no additional charge to Licensee) repair the defect, replace the defective Product with the same or equivalent Product or refund the prorated portion of the purchase price of the defective Software or individual Product for which it was provided. Such action will be the full extent of Licensor's liability and Licensee's sole remedy for a breach of this warranty. If the investigation indicates the warranty claim is not valid, then Licensor may invoice Licensee for responding to the claim on a time and materials basis using Licensor's current labor rates.
- 7.4 LICENSOR DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE TRANSACTION COVERED BY THIS AGREEMENT IS A LICENSE AND NOT A SALE OF GOODS; THEREFORE, IT IS NOT COVERED BY THE UNIFORM COMMERCIAL CODE.

**Section 8.0 LIMITATION OF LIABILITY**

EXCEPT FOR PERSONAL INJURY OR DEATH, LICENSOR'S TOTAL LIABILITY, WHETHER FOR BREACH OF AGREEMENT, WARRANTY, NEGLIGENCE, STRICT LIABILITY IN TORT or OTHERWISE, WILL BE LIMITED TO LICENSEE'S DIRECT DAMAGES RECOVERABLE UNDER LAW, BUT NOT TO EXCEED THE PRICE FOR THE SOFTWARE, THE PRODUCTS PROVIDED BY LICENSOR or THE SERVICES SPECIFICALLY RELATED TO THE SOFTWARE WITH RESPECT TO WHICH LOSSES OR DAMAGES ARE CLAIMED. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT LICENSOR WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS OR INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT or CONSEQUENTIAL DAMAGES ARISING FROM THIS AGREEMENT OR THE SALE OR USE OF ANY SOFTWARE OR PRODUCTS. This Limitation of Liability provision will survive the termination of this Agreement. Licensee must bring any action under this Agreement within one (1) year after the cause of action arises.



**Section 9.0 INDEMNIFICATION**

Licensee agrees to protect, defend, hold harmless, and indemnify Licensor from and against any and all claims, damages, liabilities, losses, and expenses, arising out of any alleged or actual failure of Licensor to comply with any governmental law, statute, ordinance, administrative order, rule, or regulation as well as acts or omissions of Licensor, its employees, agents, or subcontractors to the maximum extent permitted by law.

**Section 10.0 TRANSFERS**

Licensee may not transfer Software license to any third party without Licensor’s prior written consent, which consent may be withheld in Licensor’s reasonable discretion and may be conditioned upon the transferee paying all applicable license fees and agreeing to be bound by this Agreement.

**Section 11.0 TERM AND TERMINATION**

Licensee’s right to use the Software will begin when this Agreement is mutually executed by both parties and will continue in perpetuity unless Licensee breaches this Agreement, in which case it shall be terminated immediately without notice by Licensor. In addition to termination, Licensor shall be entitled to all available remedies at law or in equity (including immediate injunctive relief without proving damages and repossession of all Documentation unless Licensee is a federal agency of the United States Government). Licensee acknowledges that its breach of this Agreement will result in irreparable harm to Licensor for which monetary damages would be inadequate. Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Licensor that all copies of the Software and Documentation have been returned to Licensor or destroyed and are no longer in use by Licensee.

**Section 12.0 RELATIONSHIP**

This Agreement is entered to establish a supplier business relationship based on the terms outlined herein and is not intended to and does not constitute, create, give effect to or otherwise recognize a joint venture, partnership, or formal business entity of any kind, and the rights and obligations of the Parties shall be limited to those expressly set forth herein. Each Party hereto is an independent Contractor and shall not, except as specifically authorized and provided by herein, act as an agent for the other Party for any purposes whatsoever. Neither Party nor third party shall have the authority to bind the other or make any commitment or incur any costs or expenses for or in the name of the other Party.

**Section 13.0 FORCE MAJEURE**

Neither party shall be held liable for failure to fulfill its obligations hereunder if such failure is due to flood, extreme weather, fire, or other natural calamity, acts of governmental agency or similar such causes beyond the control of such party.

**Section 14.0 NOTICES**

Notices required under this Agreement to be given by one party to the other must be in writing and either delivered in person or sent to the address shown below by certified mail, return receipt requested and postage prepaid (or by a recognized courier service with an asset tracking system, such as Federal Express, UPS or DHL), and shall be effective upon receipt. Any change of address must be in writing to the other party.

Licensor  
Attn: Licensing  
nFocus Solutions  
6225 N. 24<sup>th</sup> Street  
Suite GL100  
Phoenix, AZ 85016

Licensee  
Administrator name: Gregg Schuster  
Organization name: Town of Colchester  
Address: 127 Norwich Avenue  
Address 2:  
City, State Zip: Colchester, CT 06415

**Section 15.0 UNITED STATES GOVERNMENT LICENSING PROVISIONS**

This product is comprised of commercial technical data and/or computer data bases and/or commercial computer software and/or commercial computer software documentation, as applicable, and was developed exclusively at private expense by nFocus Solutions, 6225 North 24<sup>th</sup> Street, Suite GL100, Phoenix, Arizona, 85016. U.S. Government rights to use, modify, reproduce, release, perform, display or disclose these technical data and/or computer data bases and/or computer software and/or computer software documentation are subject to the limited rights restrictions of DFARS 252.227-7015(b)(2)(June 1995) and/or subject to the restrictions of DFARS 227.7202-1(a)(June 1995) and DFARS 227.7202-3(a)June 1995), as applicable for U.S. Department of Defense procurements and the limited rights restrictions of FAR 52.227-14 (June 1987) and/or subject to the restricted rights provisions of FAR 52.227-14 (June 1987) and FAR 52.227-19 (June 1987), as applicable, and any applicable agency FAR Supplements, for non-Department Federal procurements.

**Section 16.0 LICENSOR SECURITY AND CONFIDENTIALITY STANDARDS**

- 16.1 Licensor maintains the highest level of confidentiality and security for all processes and systems. Licensor's employees undergo a national criminal background check. Written policies are published and enforced requiring that every effort must be made to ensure the confidentiality and security of client data. For example, all data transferred between the server and client browsers is encrypted. Licensor ensures that any printed material, the useful life of which has expired, is secured and destroyed at an off-site facility.
- 16.2 All data is transferred using 128-bit encryption Secure Sockets Layer (SSL).
- 16.3 Licensor does not sell, rent, exchange or license data that identifies the licensee and/or any individual associated with the licensee to any third party, except under extreme and unusual circumstances when Licensor may be required to disclose collected information in order to cooperate with law enforcement, protect or defend our rights or property or protect the interests of our clients..

**Section 17.0 GENERAL**

- 17.1 COPYRIGHT NOTICES. The existence of a copyright notice on the Software will not be construed as an admission or presumption that public disclosure of the Software or any trade secrets associated with the Software has occurred.
- 17.2 INSURANCE. In the event that Licensor, its employees, agents or subcontractors enter premises occupied by or under the control of Licensee in the performance of the Agreement, Licensee agrees that it will maintain public liability and property damage insurance in reasonable limits covering the obligations set forth herewith.
- 17.3 COMPLIANCE WITH LAWS. Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Licensor and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any agency thereof, at the time of such action, requires an export license or other governmental approval. Violation of this provision shall be a material breach of this Agreement, permitting immediate termination by Licensor.
- 17.4 WAIVERS. Failure or delay by either party to exercise any right or power under this Agreement will not operate as a waiver of such right or power. For a waiver of a right or power to be effective, it must be in writing signed by the waiving party. An effective waiver of a right or power shall not be construed as either a future or continuing waiver of that same right or power or the waiver of any other right or power.
- 17.5 ASSIGNMENTS. Licensor may assign any of its rights or subcontract any of its obligations under this Agreement or encumber or sell any of its rights in any Software, without prior notice to or consent of Licensee.
- 17.6 SUCCESSOR. This Agreement shall be binding upon and shall inure to the benefit of the parties and their successors and assigns.
- 17.7 DISPUTE RESOLUTION. Any dispute arising out of or related to this Agreement, including the breach, termination, or validity hereof, will be resolved by a sole arbitrator in accordance with the CPR Institute for Dispute Resolution Rules for Non-Administered Arbitration in effect. Arbitration will be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16, and judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction thereof. The place of arbitration shall be Phoenix, Arizona. Either Party may apply to the arbitrator seeking injunctive relief until the arbitration award is rendered or the dispute is otherwise resolved. Either Party may, without waiving any remedy under this order, seek interim or provisional relief that is necessary to protect the rights or property of that Party, pending the arbitrator's determination of the merits of the dispute.
- 17.8 GOVERNING LAW. This Agreement will be governed by the laws of the United States to the extent that they apply and otherwise by the laws of the State to which the Software or Products are shipped if Licensee is a sovereign government entity or the laws of the State of Arizona if Licensee is not a sovereign government entity.
- 17.9 REPRESENTATIONS AND WARRANTIES BY LICENSOR. Licensor warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver the Agreement, and the individual executing the Agreement on behalf of Licensor has been duly authorized to act for and bind Licensor.
- 17.10 PRECEDENCE. Any conflict between the terms and conditions of this agreement and those appearing in related documentation, the terms and conditions of this Agreement shall prevail. Additional provisions implemented by legal documentation, not in conflict with this Agreement, will apply.

- 17.11 SEVERABILITY. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or otherwise unenforceable, that provision will be severed and the remainder of this Agreement will remain in full force and effect.
- 17.12 SURVIVAL. All rights, obligations and duties which by their nature extend beyond the expiration, termination or cancellation of this Agreement shall remain in effect beyond any expiration, termination or cancellation, including and without limitation, protection of Proprietary Information, Patents, Trademarks, and Intellectual Property, Warranty, access rights to Information pertaining to this Agreement and Indemnification.
- 17.13 ENTIRE AGREEMENT AND AMENDMENT. This Agreement constitutes the entire agreement of the parties regarding Licensee's use of the Software and may be altered, amended or modified only by a written instrument signed by an authorized representative of each party, except that Licensor may modify this Agreement as necessary to comply with applicable laws and regulations. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either party.

---

In witness whereof, the parties have caused duly authorized representatives to execute this

End User License Agreement effective beginning the 15th day of May, 2013.

**Licensee:** Town of Colchester  
127 Norwich Avenue  
Colchester, CT 06415

Signed By: \_\_\_\_\_  
Name: Gregg Schuster  
Title: First Selectman

Date: \_\_\_\_\_

Licensor: SWMG Productions, Inc. dba nFocus Solutions  
6225 N. 24<sup>th</sup> Street  
Suite GL100  
Phoenix, AZ 85016

Signed By:   
Ananda Roberts  
President

Date: April 30, 2013

**Software License Agreement for Trax® Software Products  
Annex A: Maintenance and Support Agreement**

**1.0 DEFINITIONS**

- 1.1 "SUPPORT CALL (LEVEL 1)" means a reported problem in the Software which causes the system to be down with no obvious work-around.
- 1.2 "SUPPORT CALL (LEVEL 2)" means a reported problem in the Software, not considered as a Level 1 support problem, as defined in 1.1 above, which causes serious disruption of a function, however the system is still operational.
- 1.3 "SUPPORT CALL (LEVEL 3)" means a reported problem in the Software which is not affecting the Software's ability to perform substantially in accordance with the user documentation.
- 1.4 "RESPONSE TIME" means the elapsed time between the receipt of a service call and the time when Licensor begins the Maintenance and Support, including a verbal or written confirmation to the Licensee thereof.
- 1.5 "RESPONSE CENTER AND CONTACT PROCEDURE" shall mean:

Address  
6225 N. 24<sup>th</sup> Street  
Suite GL100  
Phoenix, AZ 85016  
www.nfocus.com

Standard Hours of Operation  
Monday - Friday  
(excluding public holidays)  
7:00 am - 6:00 pm (Phoenix, AZ time)

Contact Information  
Tel: (602) 954-9557  
E-mail: support@nfocus.com  
Fax: (602) 954-9557 attn: Client Support

**2.0 TERM AND TERMINATION**

Licensor's provision of Maintenance and Support to Licensee will commence on date payment is received by Licensor and will continue for a term of one (1) year. Maintenance and Support will renew when payment is received by Licensor on or before the annual renewal date. Licensee's failure to pay the then-current renewal rate on or before the renewal date will result in the following:

- 1) Termination of Licensee's Maintenance and Support Agreement with Licensor; and
- 2) Termination of hosting for Licensee's data. Licensee will be provided a then-current copy of Licensee's data in Microsoft Access format within five (5) business days of termination.

**3.0 MAINTENANCE AND SUPPORT SERVICES**

Maintenance and Support will be provided only with respect to versions of the Software that are being supported by Licensor, according to the following schedule: (a) a Major Update will be supported for two (2) years after the commercial release of the next Major Update, provided always that Licensee makes use of the last Minor Update and Update of the first mentioned Major Update and (b) a Minor Update will be supported for one (1) year after the commercial release of the next Minor Update, provided always that Licensee makes use of the last Update of the related Major Update.

- 3.1 BASIC MAINTENANCE. Basic Maintenance means that Licensor will provide support during Licensor's standard hours of operation: (i) Major Updates and Minor Updates, when and if available, and related on-line Documentation, and (ii) telephone assistance with respect to the Software, including (a) clarification of functions and features of the Software; (b) clarification of the Documentation; (c) guidance in the operation of the Software; and (d) error verification, analysis and correction to the extent possible by telephone and/or electronic communication methods.
- 3.2 LEVELS OF MAINTENANCE AND SUPPORT. Maintenance and Support is available at the following Response Times: (i) Support Call (Level 1): response time two (2) hours, patch or work-around next day, fixed or documented in next major product release; (ii) Support Call (Level 2): response time six (6) hours, patch or work-around within five (5) days, fixed or documented in next major product release; (iii) Support Call (Level 3): one (1) business day, problem documented and input for consideration in next major product release.

Licensor agrees to use its best efforts, at a level consistent with services providing a similar level of service in the information technology industry, in the performance of the services called for hereunder.

3.3 ON-SITE ASSISTANCE. At Licensor's discretion, Licensor may deem it necessary to provide Maintenance and Support at the Licensee's site. In such event, Licensee will reimburse Licensor for all reasonable and necessary related travel expenses and reasonable and necessary costs for board and lodging.

3.4 CAUSES WHICH ARE NOT ATTRIBUTABLE TO LICENSOR. Maintenance and Support will not include services requested as a result of or with respect to, causes which are not attributable to Licensor. These services will be billed to Licensee at Licensor's then-current rates. Causes which are not attributable to Licensor include, but are not limited to:

3.4.1 modification, alteration or addition or attempted modification, alteration or addition of the Software undertaken by persons other than Licensor or Licensor's authorized representatives;

3.4.2 software programs made by Licensee or other parties which affect the normal operation of the Software.

#### 4.0 RESPONSIBILITIES OF LICENSEE

Licensor's provision of Maintenance and Support to Licensee is subject to the following:

4.1 Licensee shall provide Licensor with access to Licensee's personnel and equipment during normal business hours as required to maintain and support the software and approved equipment.

4.2 Licensee shall provide supervision, control and management of the use of the Software. In addition, Licensee shall implement procedures for the protection of information and backup in the event of errors or malfunction of the Software or Equipment.

4.3 Licensee shall document and promptly report all errors or malfunctions of the Software to Licensor. Licensee shall take all steps necessary to carry out procedures for the rectification of errors or malfunctions within a reasonable time after such procedures have been received from Licensor.

4.4 Licensee shall properly train its personnel in the use and application of the Software and the Equipment on which it is used.

4.5 Licensee is required to provide written notice of its intent not to renew the Maintenance and Support Agreement. Licensee must provide such notice at least ninety (90) days prior to the expiration of the then-current term.

#### 5.0 MAINTENANCE AND SUPPORT FEE

The Maintenance and Support Fee for each calendar year will be as published and communicated to the client prior to the purchase/renewal date. The Maintenance and Support Fee is due and payable in full and in advance of delivery of the Software and subsequent renewal dates (refer to Section 2.0 of this Agreement). Each calendar year, the Maintenance and Support Fee may be modified by Licensor. If Licensee once elects to discontinue Maintenance and Support for any reason, Licensee may renew only upon payment of the annual Maintenance and Support Fee for the coming year, applicable administrative fees, and 100 percent of Maintenance and Support Fees that would have been paid had Licensee not terminated Maintenance and Support, which entitles Licensee to all features, services, and benefits which have been released during the same period.

#### 6.0 ASSIGNMENTS.

Licensor may assign any of its rights or subordinate any of its obligations under this Agreement or encumber or sell any of its rights in any Software, without prior notice to or consent of Licensee.

In witness whereof, the parties have caused duly authorized representatives to execute this Maintenance and Support Agreement effective beginning the 15th day of May, 2013.

**Licensee:** Colchester Youth & Services  
127 Norwick Ave.  
Suite 205  
Colchester, CT 06415

Signed By: \_\_\_\_\_  
Name: Greff Schuster  
Title: First Selectman

Date: \_\_\_\_\_

SWMG Productions, Inc. dba nFocus Solutions  
6225 N. 24<sup>th</sup> Street  
Suite GL100  
Phoenix, AZ 85016

Signed By:   
Ananda Roberts  
President

Date: April 30, 2013

## Addendum A - Understanding of Purchase and Implementation Process

### (Required for new clients only)

To ensure that you have been made aware of all products and services Licensor provides, please check each item. If you have a question regarding any items on or missing from your invoice, please notify your account representative immediately. This file will be stored with your agreement for future reference. Your initials on this page indicate that the authorized purchasing /deployment staff members have reviewed the content of this page.

#### Licensee understands/believes/agrees/confirms that:

- All appropriate staff/board members have attended a product presentation.
- Licensee has been made aware that StaffTrax™, VolunteerTrax®, Case Management, MoneyTrax®, Online Registration, and TeamTrax® are sold separately and may require additional paperwork.
- Data import services (standard/custom) are available at additional cost.
- Custom data import prices vary depending on the scope of work.
- A renewable subscription service fee is due annually for each licensed site.
- The subscription renewal(s) will be due 1 year from date of purchase.
- Licensee is responsible for implementing the use of the services provided by Licensor. Licensee is responsible for the annual subscription services renewal fee from the date of purchase regardless of the services/benefits used. Licensee understands any process or service requested by licensee, that is not included on the original invoice, must be billed and purchased separately.
- Licensor is not responsible for the content of online data stored within web-based account(s).

#### Account Setup / Data Import:

- An End-User License Agreement (EULA) must be on-file to receive service.
- An Online Registration Agreement (ORA) must be on-file when MoneyTrax is purchased to receive service.
- Licensee shall complete and return all applicable account setup forms for each licensed site.
- Licensee must mark "Yes" on the account setup form if the site plans to use the Advanced Education feature.
- School and Grade information shall NOT be imported if licensee chooses the Advanced Education feature.
- Licensee must populate a template provided by Licensor for the standard data import, OR
- Licensee must provide a copy of our data in the approved format according to our invoice for custom data import.
- Additional fees may be charged to change/update data import issues.

#### Training and Data Entry:

- Licensee understands training is required prior to account access.
- Licensee will not enter data in old systems after data has been sent for import.
- Licensee will use the web-based account after the account is setup.

#### Scanning Technology Requirements

Vista/7 Operating System with 1 GB RAM  
and 1 GHz Processor -or-  
XP Operating System with 512 MB RAM and  
1 GHz Processor

Available COM port or COM-to-USB adapter for  
automated ID scanning

#### Web Browsing Requirements

Microsoft Internet Explorer 8 or higher and  
Internet connection







# **Online Registration Agreement (USA)**

## **Service Agreement for Accepting Credit Card Payments in Trax<sup>®</sup> Software Products**

6225 N. 24<sup>th</sup> Street  
Suite GL100  
Phoenix, AZ 85016  
866.954.9557 (voice)  
602.954.9559 (fax)  
[www.nfocus.com](http://www.nfocus.com)

---

This document may contain information deemed proprietary by nFocus Solutions; therefore, it shall not be disclosed to sources other than the party for whom it is intended and for no purpose other than the review and evaluation of its contents. Any unauthorized review, use, disclosure or distribution of this document in whole or in part without the express written consent of nFocus Solutions is prohibited.

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## Service Agreement

### Service Agreement for Accepting Credit Card Payments in Trax<sup>®</sup> Software Products

This Service Agreement ("Agreement") will be effective upon signature between:

Town of Colchester (hereinafter "Licensee"), having a principal Place of Business at (address) 127 Norwich Ave, Colchester, CT 06415.

and

nFocus Solutions, having a principal place of business at 6225 N. 24<sup>th</sup> Street, Suite GL100, Phoenix, AZ 85016.

Whereas, Licensee desires that nFocus Solutions provides certain web hosting services to host and manage an online registration and Point-of-Sale (POS) feature (such software, including all know-how, documentation, Trade Secrets, copyrights, and patentable inventions being hereinafter referred to, collectively, as the "Program Materials"); and

Whereas, both Licensee and nFocus Solutions desire to set forth in writing the terms and conditions of their dealings, including rights as to the Program Materials; now therefore, in consideration of the premises hereof and the mutual covenants and conditions hereinafter set forth and other good and valuable consideration, the receipt and sum sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

## 1.0 CONTRACT SERVICES

### 1.1 Services

On the terms and conditions set forth herein, Licensee hereby engages nFocus Solutions to provide hosting services for the online registration and POS feature, as well as to provide for and manage all online transactions undertaken by Licensee staff, members, clients, donors, and others associated with Licensee. nFocus Solutions agrees to use its best efforts, at a level consistent with services providing a similar level of service in the information technology industry, in the performance of the services called for hereunder.

### 1.2 Non-Exclusive

Nothing herein shall be deemed to preclude Licensee from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by nFocus Solutions.

## **2.0 TERM OF AGREEMENT**

### 2.1 Term

This Agreement will become effective upon signature and will continue in effect through the renewal of the organizations Annual Maintenance and Support Agreement. This Agreement will be renewed at the end of the initial term and any subsequent term for a renewal term of one (1) year unless Licensee has provided nFocus Solutions with a written notice of its intention not to renew at least ninety (90) days prior to the expiration of the then-current term. Termination of the Online Registration Agreement will not affect the End User License Agreement of the Software.

### 2.2 Survival

In the event of any termination of this Agreement, Sections 6, 7, 8, 9, and 10 hereof shall survive and continue in effect.

## **3.0 INDEPENDENT CONTRACTOR**

### Intention of Parties

nFocus Solutions agrees that it shall act as an independent contractor and shall not be considered or deemed to be an agent, employee, joint venture, or partner of Licensee. nFocus Solutions shall have no authority to contract for or bind Licensee in any manner and shall not represent itself as an agent of Licensee or as otherwise authorized to act for or on behalf of Licensee. Nothing in the Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between Licensee and either nFocus Solutions or any employee or agent of nFocus Solutions. nFocus Solutions, or any employee or agent of nFocus Solutions, shall have no status as employee or any right to any benefits that Licensee grants to its employees.

## **4.0 SERVICES TO BE PERFORMED BY nFOCUS SOLUTIONS**

### 4.1 Reporting

nFocus Solutions will provide Licensee a monthly statement indicating, at a minimum:

- a) Type of transaction;
- b) Amount of transaction;
- c) Fees per transaction;
- d) Number of transactions;
- e) Net amount due to Licensee.

In addition, Licensee will have access to reporting tools as furnished within the KidTrax<sup>®</sup> Membership Management System.

## 4.2 Automated KidTrax Transactions

nFocus Solutions shall enable the onsite POS feature (in addition to online POS transaction capabilities) if the Licensee so indicates on Addendum A.

## 5.0 FEE AND PAYMENT SCHEDULE

### 5.1 Fee Schedule

Description	Amount
Transaction Fee (100 or fewer transactions/month)	\$1.50
Credit Card Fee (100 or fewer transactions/month)	5%
Transaction Fee (101 - 999 transactions/month)	\$1.25
Credit Card Fee (101 - 999 transactions/month)	5%
Transaction Fee (1000 or more transactions/month)	\$1.00
Credit Card Fee (1000 or more transactions/month)	5%
Chargeback Fee (per chargeback, non-refundable)	\$25.00

### 5.2 Payment Schedule

nFocus Solutions will disburse funds via a company check on or about the 20<sup>th</sup> of each month following the month in which funds are received. Funds associated with chargeback transactions will be delayed and/or deducted until the chargeback has been resolved and funds have been credited to the account. Example: January funds, less fees and chargeback dollars, will be paid on or about February 20.

Payments will include all funds remitted to Licensee by their donors, members, family members, staff, etc., less applicable fees listed in Section 5.1 of this document.

## 6.0 OWNERSHIP OF PROGRAM MATERIALS

### 6.1 Ownership

Licensee agrees that all Program Materials, reports and other data or materials generated or developed by nFocus Solutions under this agreement or furnished by nFocus Solutions to Licensee shall be and remain the property of nFocus Solutions. Licensee specifically agrees that all copyrightable material generated or developed in support of the services provided under this agreement shall not be considered works made for hire and that all such material shall, upon creation, be owned exclusively by nFocus Solutions.

### 6.2 Ownership Interest

If and to the extent Licensee may, under applicable law, be entitled to claim any ownership interest in the Program Materials, reports and other data and materials generated or developed by nFocus Solutions in support of the services provided under this agreement, Licensee hereby transfers, grants, conveys, assigns and relinquishes exclusively to nFocus Solutions all of Licensee's right, title and interest in and to such materials, under patent, copyright, Trade Secret, and trademark law, in perpetuity or for the longest period otherwise permitted by law.

### 6.3 Warrant

Licensee hereby represents and warrants that it has full right and authority to perform obligations and grant the rights and licenses herein granted and that it has neither assigned nor otherwise entered into an agreement by which it purports to assign or transfer any right, title, or interest to any technology or intellectual property right that would conflict with its obligations under this agreement.

## 7.0 PROTECTION OF PROPRIETARY MATERIALS

### 7.1 Protection

From the date of execution hereof and for as long as the information or data remain Trade Secrets, Licensee shall not use, disclose, or permit any person to obtain any Trade Secrets of nFocus Solutions, including any materials provided or generated hereunder (whether or not the Trade Secrets are in written or tangible form), except as specifically authorized by nFocus Solutions.

### 7.2 Trade Secret

As used herein, "Trade Secret" shall mean a whole or any portion or phase of scientific or technical information, design, process, procedure, formula, or improvement relating to the development, design, construction, and operation of computer applications and systems that are valuable and not generally known outside Licensee or nFocus Solutions. The parties mutually acknowledge that "Trade Secret" is not intended to include works or ideas in the public domain.

## 8.0 WARRANTIES

Return: nFocus Solutions represents and warrants that it is under no obligation or restriction nor will it assume any such obligation or restriction which would in any way interfere with, be inconsistent with, or present a conflict of interest concerning the services to be provided by nFocus Solutions under this agreement.

## 9.0 INDEMNIFICATION

### 9.1 Indemnification

Licensee agrees to protect, defend, hold harmless, and indemnify nFocus Solutions from and against any and all claims, damages, liabilities, losses, and expenses, arising out of any alleged or actual:

- a) Failure of nFocus Solutions to comply with any governmental law, statute, ordinance, administrative order, rule, or regulation.
- b) Acts or omissions of nFocus Solutions, its employees, agents, or subcontractors to the maximum extent permitted by law.

## 9.2 Originality

nFocus Solutions represents and warrants the originality of the Program Materials prepared for or submitted to Licensee under this agreement and that no portion of such Program Materials, or their use or distribution, violates any copyright or similar right of any third party.

## 9.3 Program Materials

nFocus Solutions represents and warrants that all Program Materials,

- a) have been or shall be prepared by nFocus Solutions with professional diligence and skill,
- b) will function on the machines and with networks and operating systems for which they are designed, and
- c) will conform to the specifications and requirements agreed to by the parties hereunder.

## 9.4 Confidentiality

### 9.4.1 nFocus Solutions Confidentiality

nFocus Solutions shall maintain, in strict confidence, and shall use and disclose only as authorized by Licensee all information of a competitively sensitive or proprietary nature which it receives in connection with the work performed for Licensee. nFocus Solutions shall require its personnel to do likewise. These restrictions shall not be construed to apply to:

- a) information generally available to the public;
- b) information released by Licensee generally without restrictions;
- c) information independently developed or acquired by nFocus Solutions or its personnel without reliance in any way on other protected information of Licensee; or
- d) information approved for the use and disclosure of nFocus Solutions or its personnel without restrictions.

### 9.4.2 Licensee Confidentiality

Licensee shall maintain, in strict confidence and shall use and disclose only as authorized by nFocus Solutions, all information of a competitively sensitive or proprietary nature which it receives in connection with the work performed by nFocus Solutions. Licensee shall require its personnel to do likewise. These restrictions shall not be construed to apply to:

- a) information generally available to the public;
- b) information released by nFocus Solutions generally without restrictions;
- c) information independently developed or acquired by Licensee or its personnel without reliance in any way on other protected information of nFocus Solutions; or
- d) information approved for the use and disclosure of Licensee or its personnel without restrictions.

## 10.0 GENERAL

### 10.1 Entire Agreement

This agreement is intended, by the parties hereto, to be the final expression of their agreement and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made. This agreement may be amended only in writing, signed by the parties to this agreement.

### 10.2 Governing Law

This Agreement will be governed by the laws of the United States to the extent that they apply and otherwise by the laws of the State to which the Software or Products are shipped if Licensee is a sovereign government entity or the laws of the State of Arizona if Licensee is not a sovereign government entity.

### 10.3 Force Majeure

Neither party shall be held liable for failure to fulfill its obligations hereunder if such failure is due to flood, extreme weather, fire, or other natural calamity, acts of governmental agency or similar such causes beyond the control of such party.

### 10.4 Notices

Any notices to be given hereunder by either party may be effected either by personal delivery in writing or by mail or by electronic mail.

### 10.5 Contact Information

These individuals will receive the Online Registration and web site set-up, entry code and documentation.

#### Executive Director

Name: Gregg Schuster  
e-mail: townhall@colchesterct.gov  
Phone: (860) 537-7200

#### Information Technology/Webmaster Contact

Name: \_\_\_\_\_  
e-mail: \_\_\_\_\_  
Phone: \_\_\_\_\_

### 10.6 Site Information

The Licensee will provide all necessary information for each POS site on Addendum A.



## 11.0 ONLINE REGISTRATION FEATURE

Licensee acknowledges that nFocus Solutions has offered the MoneyTrax® Online Registration Feature.

**Please check one box below**

Licensee accepts the MoneyTrax® Online Registration feature. Completion of Addendum A is required.

Licensee declines the MoneyTrax® Online Registration feature. Licensee acknowledges and understands that the Online Registration feature may be activated at a future date at the Licensee's written request under the following conditions:

- a) The Licensee has a valid organization website address, and
- b) The Licensee's subscription to the Annual Maintenance and Support Agreement is in good standing for all TraxSolutions® applications, and
- c) The Licensee agrees to and signs the Service Agreement for TraxSolutions® Online Registration and Point-of-Sale Features, and
- d) The Licensee pays the then-current rate to activate the Online Registration and Point-of-Sale features.

---

This agreement is enforceable only by Licensee and nFocus Solutions. The terms of this agreement are not a contract or assurance regarding compensation, continued employment or benefit of any kind to any of nFocus Solutions' personnel assigned to Licensee's work.

In witness whereof, the parties hereto have caused this agreement to be fully executed on the day and the year of the Licensee's signature below.

Accepted and agreed to:

Name: Gregg Schuster  
Title: First Selectman  
Organization: Town of Colchester

\_\_\_\_\_  
Date

nFocus Solutions

Signed By:   
Ananda Roberts  
President

Date: April 30, 2013

**Addendum A – Site Set-up Information for Online Registration Services**

**Site 1 Information**

Site Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Address 2: \_\_\_\_\_  
City, State Zip \_\_\_\_\_  
URL: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Phone: \_\_\_\_\_  
e-mail: \_\_\_\_\_  
Enable KidTrax POS feature?  Yes  No  
Enable online registration & POS?  Yes  No

**Site 2 Information**

Site Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Address 2: \_\_\_\_\_  
City, State Zip \_\_\_\_\_  
URL: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Phone: \_\_\_\_\_  
e-mail: \_\_\_\_\_  
Enable KidTrax POS feature?  Yes  No  
Enable online registration & POS?  Yes  No

**Site 3 Information**

Site Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Address 2: \_\_\_\_\_  
City, State Zip \_\_\_\_\_  
URL: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Phone: \_\_\_\_\_  
e-mail: \_\_\_\_\_  
Enable KidTrax POS feature?  Yes  No  
Enable online registration & POS?  Yes  No

**Site 4 Information**

Site Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Address 2: \_\_\_\_\_  
City, State Zip \_\_\_\_\_  
URL: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Phone: \_\_\_\_\_  
e-mail: \_\_\_\_\_  
Enable KidTrax POS feature?  Yes  No  
Enable online registration & POS?  Yes  No

**Site 5 Information**

Site Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Address 2: \_\_\_\_\_  
City, State Zip \_\_\_\_\_  
URL: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Phone: \_\_\_\_\_  
e-mail: \_\_\_\_\_  
Enable KidTrax POS feature?  Yes  No  
Enable online registration & POS?  Yes  No

**Site 6 Information**

Site Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Address 2: \_\_\_\_\_  
City, State Zip \_\_\_\_\_  
URL: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Phone: \_\_\_\_\_  
e-mail: \_\_\_\_\_  
Enable KidTrax POS feature?  Yes  No  
Enable online registration & POS?  Yes  No

**Site 7 Information**

Site Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Address 2: \_\_\_\_\_  
City, State Zip \_\_\_\_\_  
URL: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Phone: \_\_\_\_\_  
e-mail: \_\_\_\_\_  
Enable KidTrax POS feature?  Yes  No  
Enable online registration & POS?  Yes  No

**Site 8 Information**

Site Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Address 2: \_\_\_\_\_  
City, State Zip \_\_\_\_\_  
URL: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Phone: \_\_\_\_\_  
e-mail: \_\_\_\_\_  
Enable KidTrax POS feature?  Yes  No  
Enable online registration & POS?  Yes  No

**Addendum A – Site Set-up Information for Online Registration Services (continued)**

**Site # Information**

Site Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Address 2: \_\_\_\_\_  
 City, State Zip \_\_\_\_\_  
 URL: \_\_\_\_\_  
 Contact Name: \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 e-mail: \_\_\_\_\_  
 Enable KidTrax POS feature?  Yes  No  
 Enable online registration & POS?  Yes  No

Site Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Address 2: \_\_\_\_\_  
 City, State Zip \_\_\_\_\_  
 URL: \_\_\_\_\_  
 Contact Name: \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 e-mail: \_\_\_\_\_  
 Enable KidTrax POS feature?  Yes  No  
 Enable online registration & POS?  Yes  No

**Site # Information**

Site Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Address 2: \_\_\_\_\_  
 City, State Zip \_\_\_\_\_  
 URL: \_\_\_\_\_  
 Contact Name: \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 e-mail: \_\_\_\_\_  
 Enable KidTrax POS feature?  Yes  No  
 Enable online registration & POS?  Yes  No

**Site # Information**

Site Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Address 2: \_\_\_\_\_  
 City, State Zip \_\_\_\_\_  
 URL: \_\_\_\_\_  
 Contact Name: \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 e-mail: \_\_\_\_\_  
 Enable KidTrax POS feature?  Yes  No  
 Enable online registration & POS?  Yes  No

**Site # Information**

Site Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Address 2: \_\_\_\_\_  
 City, State Zip \_\_\_\_\_  
 URL: \_\_\_\_\_  
 Contact Name: \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 e-mail: \_\_\_\_\_  
 Enable KidTrax POS feature?  Yes  No  
 Enable online registration & POS?  Yes  No

**Site # Information**

Site Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Address 2: \_\_\_\_\_  
 City, State Zip \_\_\_\_\_  
 URL: \_\_\_\_\_  
 Contact Name: \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 e-mail: \_\_\_\_\_  
 Enable KidTrax POS feature?  Yes  No  
 Enable online registration & POS?  Yes  No

**Site # Information**

Site Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Address 2: \_\_\_\_\_  
 City, State Zip \_\_\_\_\_  
 URL: \_\_\_\_\_  
 Contact Name: \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 e-mail: \_\_\_\_\_  
 Enable KidTrax POS feature?  Yes  No  
 Enable online registration & POS?  Yes  No

**Site # Information**

Site Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Address 2: \_\_\_\_\_  
 City, State Zip \_\_\_\_\_  
 URL: \_\_\_\_\_  
 Contact Name: \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 e-mail: \_\_\_\_\_  
 Enable KidTrax POS feature?  Yes  No  
 Enable online registration & POS?  Yes  No

**Site # Information**



## **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 License Agreement – Commuter Parking Area 300 Old Hartford Road

---

I have reviewed the proposed License Agreement between the State of Connecticut Department of Transportation and the Town of Colchester Agreement No. 1.03-01(13).

In general, the document is a continuation of the existing lease for the Commuter Parking Lot adjacent to the Public Works Garage at 300 Old Hartford Road. The existing lot is presently maintained by the Town of Colchester and the new License Agreement does not propose any conditions for maintenance that the Town does not already provide for. Other conditions are standard items that the Town already includes within language on any and all projects that the Town receives State and Federal funds for.

Under the terms for Insurance in Appendix "A" determination should be made to either submit the documentation of self insurance or if the location would fail under the general liability policy of the Town. In either case the License accepts each for Indemnification.

### **Recommended Motion:**

That the Board of Selectmen approve License Agreement No. 1.03-01(13) between the State of Connecticut and the Town of Colchester for the continued use of a commuter parking area adjacent to 300 Old Hartford Road, and authorize the First Selectman to sign all necessary documents.



**LICENSE AGREEMENT  
BETWEEN  
THE STATE OF CONNECTICUT  
DEPARTMENT OF TRANSPORTATION  
AND THE  
TOWN OF COLCHESTER**

THIS LICENSE AGREEMENT, concluded at Newington, Connecticut, this     day of     2013, by and between the State of Connecticut, Department of Transportation, James Redeker, Commissioner, acting herein by Thomas J. Maziarz, Bureau Chief, Bureau of Policy and Planning, duly authorized, hereinafter referred to as the "Licensee" or "State," and the Town of Colchester, located at 127 Norwich Road, Colchester, Connecticut 06415, acting herein by Gregg Schuster, First Selectman, duly authorized, hereinafter referred to as the "Licensor" and/or the "Second Party", collectively the "Parties".

**WITNESSETH, THAT:**

WHEREAS, it has been determined by the Licensee that certain scheduled motor carrier service is required for the future growth and development of the State of Connecticut; and

WHEREAS, the Licensor has agreed to permit the Licensee the continued use of the Colchester Town Highway Garage, located at 300 Old Hartford Road in Colchester, as a commuter parking area from which established motor carrier service can be conducted; and

WHEREAS, the Licensee, pursuant to Section 13b-36(b) of the General Statutes of Connecticut, as revised, is authorized to acquire this License.

**NOW, THEREFORE, KNOW YE THAT THE PARTIES HERETO MUTUALLY AGREE AS FOLLOWS:**

The Licensor hereby grants to the Licensee, and the Licensee hereby accepts from the Licensor, a License to use, as a commuter parking area during the time that the scheduled motor carrier service is in operation, the specific location hereinafter described, subject to all the hereinafter specified conditions and covenants.

**1. Lot Usage Rights.** The Licensee is hereby permitted to use, including ingress thereto and egress therefrom, 57 parking spaces at the Colchester Town Highway Garage, located at 300 Old Hartford Road in Colchester, and the various drives, aisles and other areas designated by the Licensor as passways, which is hereinafter referred to as the "Commuter Parking Area".

**2. Term of License Agreement.** The term of this License Agreement shall be for a ten (10) year period of time commencing **July 1, 2012**, and ending **June 30, 2022**, unless the same has been previously terminated as provided herein or modified by a written extension of this License Agreement.

**3. Payment to the Licensor.** By mutual agreement of the Parties, no payment shall be made by the Licensee to the Licensor for the use of the aforementioned Commuter Parking Area during the term of this License Agreement.

**4. Nonexclusivity.** The Licensee's use of the Commuter Parking Area shall be nonexclusive.

**5. Signage.** The Licensee may erect and/or install signs around and within the Commuter Parking Area at no cost to the Licensor.

**6. Lot Maintenance.** The Licensor shall at all times during the term of this License Agreement maintain the Commuter Parking Area in continuously good repair in a manner that is compatible at all times with the proper and safe operation of the Commuter Parking Area. It is understood and agreed by the Licensor that the maintenance to be provided shall include but not necessarily be limited to:

- a. The preservation of the wearing surfaces, intact and suitable for vehicular traffic;
- b. The establishment and the re-establishment as necessary, of adequate and visible line striping;
- c. The cleaning and repair of appropriate storm drainage facilities;
- d. The operation of existing illumination and the provision of the electrical energy involved therewith. Illumination of the lot shall be provided to coincide with the normal hours of bus and commuter services in the Commuter Parking Area;
- e. The prompt and adequate control of ice and snow and the control of dust and residue remaining after the use of ice and snow control materials. Whenever possible and practical, snow removal shall begin as soon as the snowfall amount reaches two inches (2") and the Licensor will use its best efforts to maintain the lot clear of snow for the duration of each snowstorm; and
- f. The maintenance shall be such as to keep the Commuter Parking Area in a reasonably clean condition and no waste shall be allowed to accumulate thereon.

**7. Pavement Markings.** The Licensor shall provide adequate and suitable pavement markings to direct proper traffic flow to and from the Commuter Parking Area.

**8. Termination.** Either party may terminate this License Agreement at any time for any reason whatsoever upon ninety (90) days written notice to the other party.

Additionally, the Licensee reserves the right to terminate, suspend, abandon or



postpone this License Agreement, with cause, upon delivery to the Licensor of written notice of termination or suspension, citing any one of the following reasons:

- (a) The Commuter Parking Area has not been maintained in accordance with **Article 6** of this License Agreement.
- (b) The Licensor has, for any reason, failed to provide the required number of parking spaces cited in **Article 1** of this License Agreement.

**9. Existing Lot Condition.** The Licensee has examined the Commuter Parking Area (including the various drives, aisles, and areas designated as passways) and accepts same.

**10. Responsibility Upon Termination.** The Licensee shall not be obligated to construct or reconstruct the Commuter Parking Area in any manner. However, upon expiration or termination of the License Agreement, the Licensee shall remove all signs erected or installed by the Licensee and shall repair any damage to the Commuter Parking Area caused as a direct result of the removal of said signs.

**11. Title in Commuter Parking Area.** No legal title or leasehold interest in the Commuter Parking Area shall be deemed or construed as having been created or vested in the Licensee by the grant of this License.

**12. Obligation of the Licensee.** The Licensee shall incur no obligation under this License Agreement until the same has been approved as-to-form by the Attorney General, State of Connecticut.

**13. Notice.** It is mutually understood and agreed by the Parties hereto that any "Official Notice" from one such party to the other party (or parties), in order for such Notices to be binding thereon, shall:

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

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

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

(ii) When the Licensor is to receive such Notice –

the person(s) acting herein as signatory or successors for the Licensor receiving such Notice;

(b) - Be delivered in person with acknowledgement of receipt or 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 hereto 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.

**14. Administrative and Statutory Requirements.** The Licensor hereby agrees to comply with the provisions contained in **Appendix "A"** entitled "Administrative and Statutory Requirements", a copy of which is attached hereto and hereby made part of this License Agreement.

**15. Entire License Agreement.** The terms and provisions herein contained constitute the entire License 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; 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; and nothing contained in the terms or provisions of this License Agreement shall be construed as waiving any of the rights of the Licensee under the laws of the State of Connecticut. Nothing contained in this License Agreement shall be construed as an agreement by the Licensee to directly obligate the Licensee to creditors or employees of the Licensor.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year indicated.

**WITNESSES:**

**STATE OF CONNECTICUT**  
DEPARTMENT OF TRANSPORTATION  
JAMES REDEKER, COMMISSIONER

Sign: \_\_\_\_\_  
Print Name:

By \_\_\_\_\_  
Thomas J. Maziarz  
Bureau Chief  
Bureau of Policy and Planning

Sign: \_\_\_\_\_  
Print Name:

Date: \_\_\_\_\_

---

**WITNESSES:**

**Town of Colchester**

Sign: \_\_\_\_\_  
Print Name:

By \_\_\_\_\_  
Gregg Schuster  
First Selectman

Sign: \_\_\_\_\_  
Print Name:

Date: \_\_\_\_\_

---

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Attorney General  
State of Connecticut

Date: \_\_\_\_\_



**APPENDIX "A "**  
**Administrative Requirements**

**Definitions:**

The following definitions shall apply to this Agreement and Appendix A:

"Claims" shall mean 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.

"Records" shall mean all working papers and such other information and materials as may have been accumulated by the Licensor 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.

"State" shall mean 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.

"Licensor Parties" shall mean a Licensor'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 Licensor is in privity of oral or written contract and the Licensor intends for such other person or entity to perform under the Agreement in any capacity.

**1. Insurance.** With respect to the operations performed by the Licensor under the terms of this Agreement and also those performed for the Licensor by its subcontractor(s), the Licensor will be required to carry the insurance coverage included in paragraph (a) below and it shall ensure that its subcontractor(s) carry the insurance coverage included in paragraph (a) below, for the duration of this Agreement, and any supplements thereto, with the State being named as an additional insured party for paragraph (a) below, at no direct cost to the State. In the event the Licensor secures excess/umbrella liability insurance to meet the minimum requirements specified in paragraph (a) below, the State of Connecticut shall be named as an additional insured.

(a) **Commercial General Liability Insurance** including Contractual Liability Insurance, providing for a total limit of not less than **One Million Dollars (\$1,000,000) single limit** 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 including the loss of use thereof in any one accident or occurrence. Subject to that limit per accident or occurrence, the policy shall provide a total or **aggregate coverage 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.

**APPENDIX "A "**  
**Administrative Requirements**

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

If the Licensor elects to be self-insured rather than acquiring coverage from an insurance company, the Licensor shall ensure to the State that it is adequately protected. The Licensor shall submit a notarized statement from an authorized representative providing the following information:

- 1) That the Licensor is self-insured.
- 2) That the Licensor has established a reserve fund that satisfies the minimum requirements set forth in the Agreement for the payments of claims.
- 3) That the Licensor shall indemnify and hold the State harmless.
- 4) The name, title, and address of the person to be notified in the event of a claim.

If requested by the State, the Licensor must provide any additional evidence of its status as a self-insured entity. If such self-insurance program is acceptable to the State, in its sole discretion, then the Licensor shall assume any and all claims as a self-insured entity.

**2. Indemnification.** (a) The Licensor 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 Licensor or Licensor 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 Licensor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Licensor'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 Licensor'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 Licensor 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.

**APPENDIX "A "**  
**Administrative Requirements**

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

(d) The Licensor'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 Licensor 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 Licensor 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 Licensor 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.

**3. Waivers of Sovereign or Governmental Immunity.** Nothing in this Agreement shall preclude the Licensor from asserting its Governmental Immunity rights in the defense of third party claims. The Licensor'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

**4. Code of Ethics Policy.** The Licensor hereby acknowledges and agrees to comply with the policies enumerated in "Connecticut Department of Transportation Policy Statement No. F&A-10 Subject: Code of Ethics Policy", June 1, 2007, a copy of which is attached hereto and made part hereof.

**5. Connecticut Required Contract/Agreement Provisions (SEEOR).** That when the Licensor receives State or Federal funds it shall incorporate the "Connecticut Required Agreement Provisions, Specific Equal Employment Opportunity Responsibilities" (SEEOR), dated March 3, 2009, as may be amended from time to time, as a material term of any 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 Licensor shall also attach a copy of the SEEOR, as part of any agreements with any of its contractors, consulting engineers or other vendors, and require that the contractors, consulting engineers or other vendors attach the SEEOR to its subcontracts.

**6. Executive Orders.** This Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning

**APPENDIX "A "**  
**Administrative Requirements**

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 Licensor's request, the Department shall provide a copy of these orders to the Licensor.

**7. Litigation.** The Licensor agrees 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 Licensor further agrees not to initiate legal proceedings in any State or Federal Court in addition to, or in lieu of, said Chapter 53 proceedings.

**8. Force Majeure.** The term Force Majeure as employed herein shall mean acts of God, riots, embargoes, wars, blockades, insurrections, strikes and work stoppages, fires, snow, ice, floods, governmental orders or regulations, accidents and other contingencies beyond the reasonable control of the Licensor and which by the exercise of due diligence the Licensor is unable to prevent or overcome.

In the event that the Licensor is rendered unable wholly or in part by a Force Majeure, as defined herein, to carry out its obligations under this Agreement, it is agreed that on notice to the State setting forth the particulars of such Force Majeure, in writing, the obligations of the Licensor to the extent affected by such Force Majeure shall be suspended during the continuance of any inability so caused but for no longer period, and such cause shall as far as possible be remedied with all reasonable dispatch.

**9. Jurisdiction and Forum.** 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



**APPENDIX "A "**  
**Administrative Requirements**

State of Connecticut. The Licensor 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.

**10. Non-waiver of State's Immunities.** 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 section conflicts with any other section, this section shall govern.

**11. Americans With Disabilities Act.** This clause applies to those Licensors who are or will be responsible for compliance with the terms of the Americans with Disabilities Act of 1990 ("Act"), Public Law 101-336, during the term of the License Agreement. The Licensor represents that it is familiar with the terms of this Act and that it is in compliance with the Act. Failure of the Licensor to satisfy this standard as the same applies to performance under this License Agreement, either now or during the term of the License Agreement as it may be amended, will render the License Agreement voidable at the option of the State upon notice to the Licensor. The Licensor 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 Licensor to be in compliance with this Act, as the same applies to performance under this License Agreement.

**12. Title VI of the Civil Rights Act.** As a condition to receiving federal financial assistance under the Agreement, if any, the Licensor 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, all of which are hereby made a part of this Agreement.

**13. Suspension or Debarment.** Suspended or debarred contractors, second parties, 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.

(1) The signature on the License Agreement by the Licensor shall constitute certification that to the best of its knowledge and belief the Licensor 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:

- (a) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by Federal department or agency;

**APPENDIX "A "**  
**Administrative Requirements**

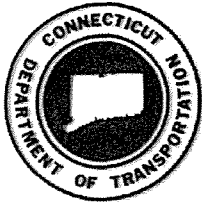
- (b) Has not within the prescribed statutory time period preceding this License Agreement, been convicted of or had a civil judgment rendered against him/her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) 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.
- (c) Is not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any offenses enumerated in **paragraph (1)(b)** of this certification; and
- (d) Has not, with a five-year period preceding this License Agreement, had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the Licensor is unable to certify to any of the statements in this certification, the Licensor shall attach an explanation to this License Agreement.

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

- (a) The prospective subcontractor, sub-subcontractors participant certify by submission of its/their proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (b) Where the prospective subcontractors, sub-subcontractors participants are unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**14. Assignment or Transfer of Agreement.** The Licensor warrants that it shall not sublet, subcontract, sell, transfer, assign, or otherwise dispose of the Agreement or any portion thereof, or of the work provided for therein, or of the Licensor's right, title, or interest therein, to any person, firm, partnership, or corporation without the written consent of the State. For breach or violation of the above stipulation the State shall have the right to annul this Agreement without liability.



# 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](http://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](http://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](http://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](http://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](http://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](http://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



## Department of Transportation Employment & Outside Business Disclosure Form

In accordance with Department of Transportation (Department) Policy Statement No. F&A-10, Code of Ethics Policy, I am hereby advising the Department that in addition to my current DOT position, I have other employment and/or a direct or indirect financial interest in an outside business as follows:

1. Full name of outside employer, or entity in which I or my spouse have a financial interest (e.g., ownership or member/partner): \_\_\_\_\_

2. Location of Employer/Entity disclosed above: \_\_\_\_\_

3. Nature of my/my spouse's relationship to employer/entity disclosed above (check at least one):

- Employee or Independent Contractor (circle one)
- Owner/Member/Partner/etc.
- Family Member of Owner/Member/Partner/etc.

4. State agency(ies) with which above employer/entity is doing business or seeking Business (write "N/A" if not applicable): \_\_\_\_\_

5. Job Title at Outside Employer: \_\_\_\_\_

6. Job Responsibilities at Outside Employer: \_\_\_\_\_

7. Current State Title: \_\_\_\_\_

8. Current State Job Responsibilities: \_\_\_\_\_

9. Name/Title of Current State Supervisor: \_\_\_\_\_

I understand that the filing of this Disclosure with the DOT Human Resources Administrator does not relieve me of any obligations I have to comply with the Code of Ethics for Public Officials, and does not constitute approval of my outside employment and/or financial interests under the Code of Ethics for Public Officials. Employees engaging in outside employment are strongly urged to seek written approval of their outside employment from the Office of State Ethics, 20 Trinity Street, Hartford, CT 06106. I also understand that if either my State or outside employment/financial interest changes in location or function I am required to notify the Department immediately.

Signed: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

## 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.

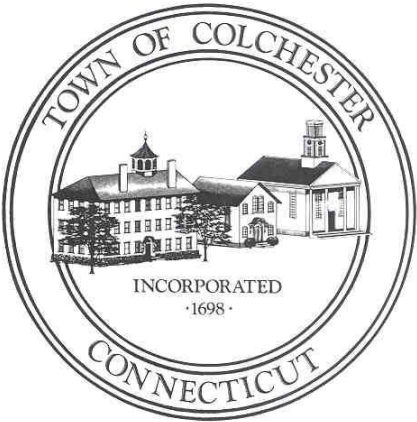
5. **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the ConnDOT shall impose such sanctions as it or the Funding Agency may determine to be appropriate, including, but not limited to:

- 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.



# 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>
<del>After 1 year</del>	<del>One week (5 working days)</del>
<del>After 2 years</del>	<del>Two weeks (10 working days)</del>
<del>After 7 years</del>	<del>Three weeks (15 working days)</del>
<del>After 14 years</del>	<del>Four weeks (20 working days)</del>

<b><u>0 – less than six months</u></b>	<b><u>0 days</u></b>
<b><u>6 mos – 1 yr</u></b>	<b><u>3 days</u></b>
<b><u>1 year</u></b>	<b><u>10 days</u></b>
<b><u>2 years</u></b>	<b><u>11 days</u></b>
<b><u>3 years</u></b>	<b><u>12 days</u></b>
<b><u>4 years</u></b>	<b><u>13 days</u></b>
<b><u>5 years</u></b>	<b><u>15 days</u></b>
<b><u>6 years</u></b>	<b><u>16 days</u></b>
<b><u>7 years</u></b>	<b><u>17 days</u></b>
<b><u>8 years</u></b>	<b><u>18 days</u></b>
<b><u>9 years</u></b>	<b><u>19 days</u></b>
<b><u>10 years</u></b>	<b><u>20 days</u></b>
<b><u>More than 10 years</u></b>	<b><u>20 days</u></b>



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
15-19th 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

## 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. 22

### **401(a) Plan**

Employees who are regularly scheduled to work at least thirty-five (35) hours per week, **will be enrolled** ~~have the option to participate~~ in a Section 401(a) Plan after the end of his/her probationary period.

## 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 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