

# Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

Gregg Schuster, First Selectman

## Board of Selectmen Agenda Regular Meeting

Thursday, August 15, 2013

Colchester Town Hall – Immediately Following Town Meeting at 7:00 PM

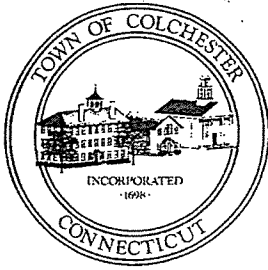
1. Call to Order
2. Additions to the Agenda
3. Approve Minutes of the August 1, 2013 Regular Board of Selectmen Meeting
4. Citizen's Comments
5. Boards and Commissions – Interviews and/or Possible Appointments and Resignations
  - a. Fire Department Task Force. Clifford Bartiss, Jr. to be interviewed.
  - b. Agriculture Commission. Member Appointment to fill a vacancy to expire 11/30/2014. Christopher Bourque to be interviewed.
6. Budget Transfers
7. Tax Refunds & Rebates
8. Discussion and Possible Action on Execution of Grant Contract with Senior Resources Agency on Aging
9. Discussion and Possible Action on Life and AD&D Insurance Carrier Contract
10. Discussion and Possible Action on Deputy Fire Chief of Operations Job Description
11. Discussion and Possible Action on Personnel Policies
12. Citizen's Comments
13. First Selectman's Report
14. Liaison Report
15. Executive Session
  - a. Negotiations for Property Rights Acquisition
  - b. Personnel Issue Regarding Town Hall Employee
  - c. Non-Union Salary Increases
  - d. Hardship Withdrawal from Retirement Account
16. Adjourn

NANCY A. DAY  
TOWN CLERK

2013 AUG 12 PM 3:02

RECEIVED  
COLCHESTER, CT





# Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

Gregg Schuster, First Selectman

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

NANCY A. BRAY  
TOWN CLERK

*Nancy A. Bray*

RECEIVED  
COLCHESTER, CT  
2013 AUG -5 AM 11:19

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

**MEMBERS ABSENT:** Selectman Greg Cordova

**OTHERS PRESENT:** D. Giles, S. Tassone, Jim Paggioli, Maggie Cosgrove, Rob Tarlov, Dorothy Mrowka, Nancy Bray, Gail Therian, and other citizens.

**1. Call to Order**

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

**2. Additions to the Agenda -**

R. Coyle moved to add to the agenda, "Discussion and Possible Action on Resolution for Emergency Contingency Plan for Elections" as Item 9 and to renumber the agenda accordingly, seconded by S. Soby. Unanimously approved. MOTION CARRIED.

**3. Approve Minutes of the July 18, 2013 Commission Chairman Meeting**

S. Soby moved to approve the Commission Chairman Meeting minutes of July 18, 2013 as presented, seconded by R. Coyle. Unanimously approved. MOTION CARRIED.

**4. Approve Minutes of the July 18, 2013 Regular Board of Selectmen Meeting**

A memo with corrections to the July 18, 2013 Regular Board of Selectmen was submitted by Gail Therian, clerk. (Copy attached). R. Coyle noted the following corrections to the Minutes: under Item #9, the first sentence, the word "covering" should be "coverage" and in the second to the last sentence the word "prevents" should be "preventing. Under #10, under the motion, the word to in the phrase "moved to", should be eliminated; and under Item #14 in the third sentence the word "to" should be changed to the word "the".

R. Coyle moved to approve the Minutes as amended, seconded by J. Ford. Unanimously approved. MOTION CARRIED

**5. Citizen's Comments-**

G. Schuster said that a letter was received by Board members and the letter was given to the clerk to attach to the Minutes.

John Malsbenden said he received a copy of the letter given to the clerk and commented on it.

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

**a. Agricultural Commission – Resignation of Joanne Becker**

S. Soby moved to accept the resignation of Joanne Becker, seconded by J. Ford. Unanimously approved. MOTION CARRIED.

**b. Economic Development Commission – Resignation of Steven Cohn**

R. Coyle moved to accept the resignation of Steven Cohn, seconded by S. Soby. Unanimously approved. MOTION CARRIED.

**c. Agricultural Commission – Appoint Allen Zimmerman to Member for a Two year Term to expire 11/30/2014**

R. Coyle suggested that the other two applicants for this Commission be interviewed at the next meeting.

S. Soby moved to appoint Allen Zimmerman to Member for a Two year Term to expire 11/30/2014, seconded by J. Ford. Unanimously approved. MOTION CARRIED.

**7. Budget Transfers**

J. Ford moved to approve budget transfer in the amount of \$140 from "Registrars – Elections – Professional Services (11601-44208)" to \$140 "Mileage, Training & Meetings (11601-43213)"; \$947 from "Assessor – Data Processing (11304 -

44205)" to \$947 "Overtime (11304-40103)"; and \$2,030 "Assessor – Data Processing (11304 -44205)" to "Professional Services (11304-44208)", seconded by S. Soby. Unanimously approved. MOTION CARRIED.

**8. Tax Refunds & Rebates – None**

**9. Discussion and Possible Action on Resolution for Emergency Contingency Plan for Elections**

D. Mrowka said that the Emergency Contingency Plan for Elections must include addressing "in the event of a storm" situation.

R. Coyle moved to adopt the amended Resolution for Emergency Contingency Plan for Elections as stated in this document, seconded by S. Soby. Unanimously approved. MOTION CARRIED

**10. Discussion and Possible Action on Fire Truck Rescue Bid Award**

Paul Giudice, Committee member of the Heavy Equipment Committee, reported on the bid process for the replacement or refurbishing of Rescue 1-28. He said that two bids were received and the Committee's recommendation is to award the contract to Marion Body Works, Inc. Marion Body Works will provide a new apparatus built to exceed specs with no downtime. The recommended alternates were for a safety rollover airbags at \$5,000 and hydraulic hose reels at \$5,600.

G. Schuster told the Board members that he had just received the contract on July 31, 2013, and recommended the Board take no action on this until the contract could be reviewed. No action taken.

**11. Discussion and Possible Action on WJJMS-Community/Senior Center Project**

R. Coyle moved the resolution "RESOLVED, that the Board of Selectmen recommends that the Town of Colchester appropriate \$57,260,000 and authorize borrowing in the same amount for costs related to the William J. Johnston Middle School, Community Center and Senior Center Project at the site of the existing William J. Johnston Middle School at 360 Norwich Avenue, including renovations and additions to the middle school and relocation of the Senior Center, the Youth Center, Social Services facilities and Parks and Recreation facilities, substantially as shown on the plans titled "Conceptual Study for the WJJ Middle School, Community Center and Senior Center" prepared by Tecton Architects, Inc. dated 8/9/12, revised to 6/26/13, and substantially as described in the detailed estimate prepared by Tecton Architects, Inc. dated 4/3/13, as modified 6/19/13. The building committee established for the project shall be authorized to determine the scope and particulars of the project and to reduce or modify the scope of the project, and the entire appropriation may be expended on the project as so modified or reduced. The appropriation may be spent for design and construction costs, testing and permitting costs, relocation costs, demolition and installation costs, equipment, furnishings and fixtures, materials, land and easement acquisition, site improvements, utilities, engineering fees, management costs and fees, legal fees, net interest on borrowings and other financing costs, and other expenses related to the project or its financing.

FURTHER RESOLVED, That such recommendation, if approved by the Board of Finance, be presented to a Special Town Meeting to be held at Town Hall, 127 Norwich Avenue in the town of Colchester on Wednesday, September 18, 2013, at 7:00 p.m. and acted upon at referendum to be held on Tuesday, October 1, 2013 between the hours of 6:00 a.m. and 8:00 p.m.

FURTHER RESOLVED, That the aforesaid resolution shall be placed upon the paper ballots or voting machines under the following heading:

"SHALL THE TOWN OF COLCHESTER APPROPRIATE AND AUTHORIZE THE BOARD OF SELECTMENT TO EXPEND A SUM NOT TO EXCEED \$57,260,000 FOR COSTS RELATED TO THE WILLIAM J. JOHNSTON MIDDLE SCHOOL, COMMUNITY CENTER AND SENIOR CENTER PROJECT AND AUTHORIZE THE ISSUANCE OF BONDS AND NOTES TO FINANCE THE PORTION OF THE APPROPRIATION NOT DEFRAID FROM GRANTS?"

Voters approving said resolution will vote "Yes" and those opposing said resolution shall vote "No". Electors and persons qualified to vote in town meetings who are not electors will vote at the following polling place: Colchester Town Hall, 127 Norwich Avenue in Colchester. Absentee ballots will be available from the Town Clerk's office, seconded by J. Ford. In favor: J. Ford, R. Coyle and S. Soby Opposed: G. Schuster MOTION CARRIED.

**12. Discussion and Possible Action on White Oak Farm conservation Subdivision, Lebanon Ave. (Route 16) and Goldberg Road**

1. Cancellation of his Active Road Permit for Phase B-Sherman Brook Road and
2. Release of surety Bond for Phase A-2 and Release of Surety Bond for Phases B-G & Lebanon Ave.

S. Soby moved that the Town of Colchester cancel the road permit issued for Phase B, White Oak Farm Conservation Subdivision, Sherman's Brook Road and Release Subdivision Surety Bond No. 5023479 from "Bond Safeguard Insurance Company" in the amount of \$534,699.15 for phase A-2 White Oak Farm Conservation Subdivision and Subdivision Surety Bond No. 5023480 from "Bond Safeguard Insurance Company" in the amount of \$2,543,997.20 for

Phase B-G White Oak Farm Conservation Subdivision, seconded by R. Coyle . Unanimously approved. MOTION CARRIED.

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

J. Ford and S. Soby have developed the language on the Hiring and Dismissal policy and will present it at the next meeting.

**14. Discussion and Possible Action on Setting Town Meeting to Discuss Blight Ordinance**

The Board members reviewed the Memo with a Resolution from G. Schuster. Discussion followed on the formation of a Task Force to develop a final report. G. Schuster said that the State Legislature is presently forming a task force to review the Blight Ordinances within the cities and towns and develop model ordinances. This work should be completed in February 2014.

S. Soby moved that in response to the petition filed with the Town Clerk and pursuant to section C-1001 (C) of the Town Charter, a Town Meeting is hereby called at 7:00 P.M. on August 15, 2013 to discuss a blight ordinance, seconded by J. Ford. Unanimously approved. MOTION CARRIED

J. Ford moved the resolution "Be it resolved that the Board of Selectmen recognizes that blighted properties have become an issue in Colchester that requires careful review. We agree with the petitioner that the time has come to have a community discussion on this subject and, if necessary, enact ordinances to address the impact blighted properties have on neighboring properties.

Be it further resolved that the Board of Selectmen expresses concern over adopting any ordinance at the Town Meeting without the necessary review, thoughtful contemplation, and legal oversight normally given to proposed ordinances. In order to properly address the issue of blight, the Board of Selectmen intends to form a task force to develop and ordinance that fits the needs of the community.", seconded by S. Soby. Unanimously approved. MOTION CARRIED

**15. Citizen's Comments**

John Knapp, in the Chief's absence, gave a status report and an update of the Colchester Hayward Fire Department's coverage schedule for August.

Michael Ryan had a concern about the actual "lights on" cost of the WJJMS-Community/Senior Center Project.

**16. First Selectman's Report**

G. Schuster reported that the STEAP Grant jointly applied for with the Town of East Hampton for the Rotary Drum Thickenner for the Joint Facilities Waste Water Treatment Plant would not be funded. He attended a meeting at Company 1 hosted by the State Police regarding their Dispatch consolidation efforts. Colchester will be in the Tolland dispatch area. He said that the Board members may have seen an article about the Tribal Recognition Process. There has been a draft set of Regulations put out by the Bureau of Indian Affairs that could potentially lead to the State's recognition of the Golden Hill Paugasset Indians. He reported that the International Food Festival, which was canceled again because of rain, would most likely be scheduled to Thursday, August 8, 2013.

R. Coyle if the two letters from the Historical Society would be on the next meeting agenda. G. Schuster said that he has responded to one, but this could be discussed at a Board of Selectmen meeting.

**16. Liaison Report**

S. Soby said that the Police Commission is still working to address concerns about crosswalk safety in the area of the Youth Services building. They approved the Weapon Light Policy/Use. They would like to sell the DARE car as they are now using a different drug prevention plan. J. Paggioli is working on the purchase of a new police vehicle.

**18. Executive Session to Discuss Town Hall and School Facility Security**

S. Soby moved to enter into executive session to discuss Town Hall and School Facility Security, seconded by J. Ford. Unanimously approved. MOTION CARRIED

Entered into executive session at 7:43 p.m.

Exited from executive session at 7:44 p.m.

**19. Executive Session to Discuss Negotiations with Colchester Firefighters Union UPPFA, IAFF, Local #3831 Contract**

R. Coyle moved to enter into executive session to discuss negotiations with Colchester Firefighters Union UPPFA, IAFF, Local 3831 contract, seconded by S. Soby. Unanimously approved. MOTION CARRIED.

Entered into executive session at 7:45 p.m.

Exited from executive session at 7:48 p.m.

**20. Adjourn**

R. Coyle moved to adjourn at 7:49 p.m., seconded by S. Soby. Unanimously approved. MOTION CARRIED.

Respectfully submitted,

Gail Therian, Clerk

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**INTEROFFICE MEMORANDUM**

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**TO:** G. SCHUSTER  
BOARD OF SELECTMEN

**CC:**

**FROM:** GAIL N. THERIAN

**SUBJECT:** ERRORS IN MINUTES OF 7/18/2013

**DATE:** 8/2/2013

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On the minutes of the July 18, 2013, I made three errors that I found.

1. The date of the meeting on the first page should read : **JULY 18, 2013**
2. On Page 2, # 16, the motion should read:

S. Soby moved that the Board of Selectmen enter into a contract with Simplex-Grinnell for the supplying of Fire Sprinkler Service; Inspection, Testing, Maintenance and Repair in Town and School buildings as detailed in the Town of Colchester RFP #2013-15, for a period of from July 1, 2013 to June 30, 2016; and hereby authorize the First Selectman, with consultation of the Superintendent of Schools to sign and deliver said agreement and necessary documents required, **SECONDED BY G. CORDOVA**. Unanimously approved. MOTION CARRIED.

3. **Discussion and Possible Action on Elevator/Chair Lift Maintenance, Service & Repair Bid Award**

J. Paggioli, Director of Public Works presented his award recommendation for the Elevator – chair Lift Maintenance, Service and Repair. J. Ford moved that the Board of Selectmen enter into a contract with The Independent Elevator Company for the supplying of Elevator & Chair Life maintenance, Service and Repair in Town and School buildings as detailed in the Town of Colchester RFP #2013-11, for a period of from July 1, 2013 to June 30, 2016, subject to a non-appropriation clause, and hereby authorize the First Selectman, with consultation of the Superintendent of Schools to sign and deliver said agreement and necessary documents required. **SECONDED BY G. CORDOVA**. Unanimously approved. MOTION CARRIED

I apologize for these errors.

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

**Dorothy A. Mrowka**

**Diana Norton Giles**

**Resolution for Emergency Contingency Plan for Elections:**

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

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



TOWN OF COLCHESTER  
EMERGENCY  
ELECTION PROCEDURES

PREPARED BY:

*DOROTHY A. MROWKA*

*DIANA NORTON GILES*

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

- *THE REGISTRARS OF VOTERS FULLY UNDERSTAND THAT THE ELECTION MUST BE HELD NO MATTER WHAT THE CIRCUMSTANCES.*
- USE THE MAP PROVIDED BY THE REGISTRARS TO LOCATE FIRE EXTINGUISHERS, FIRE ALARMS AND DEFIBRILLATORS.
- POINT OUT TO POLL WORKERS THE EMERGENCY ESCAPE ROUTES/EXITS
- POINT OUT TEMPORARY INDOOR SAFETY LOCATIONS FOR WEATHER EMERGENCIES, SUCH AS IMPENDING TORNADOES OR HURRICANES
- POINT OUT TO POLL WORKERS A PRE-DETERMINED OUTDOOR ASSEMBLY POINT TO BE USED IN CASE OF AN EMERGENCY EVACUATION. IF POSSIBLE IT SHOULD BE AT LEAST 300 FEET AWAY FROM THE BUILDING AND OUTSIDE OF PARKING AREAS.
- ASSIGN DUTIES TO ASSISTANT REGISTRARS, CHECKERS AND BALLOT CLERKS IN THE EVENT OF AN EVACUATION OF THE POLLING PLACE.

## **POLLING PLACE EVACUATION AND EMERGENCY RELOCATION**

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

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

# **EVACUATION OF EQUIPMENT AND MATERIALS FROM THE POLLING PLACE**

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

- THE ASSISTANT REGISTRAR SHOULD LIST THE NAMES OF THE PEOPLE WHO CHECKED IN BEFORE THE EVACUATION BUT WERE UNABLE TO VOTE. ALL BALLOTS OF SUCH VOTERS SHOULD BE COLLECTED AND MARKED “SPOILED.” IF SUCH VOTERS RETURN TO VOTE THEY SHOULD BE ISSUED NEW BALLOTS AND CHECKED OFF THE ELECTION OFFICER’S (EVACUATION) LIST.
- ELECTION OFFICIALS SHOULD ADVISE VOTERS THAT THEY MAY, DEPENDING ON THE CIRCUMSTANCES, DO ONE OF THE FOLLOWING:
  - a. WAIT UNTIL THE BUILDING CAN BE RE-ENTERED.
  - b. PROCEED TO THE ALTERNATE POLLING PLACE TO VOTE.
- AN ASSISTANT REGISTRAR SHOULD STAY WITH THE EVACUATED VOTERS WHO HAVE BEEN CHECKED IN BUT WHO HAVE NOT YET VOTED AND VOTING SHOULD BEGIN (EITHER INSIDE THE POLLING PLACE OR AT AN \*ALTERNATE LOCATION) AS SOON AS SAFELY POSSIBLE.
- NOT LATER THAN ONE DAY BEFORE EACH ELECTION, PRIMARY OR REFERENDUM THE REGISTRARS AND MODERATORS SHALL REVIEW THE NATIONAL WEATHER SERVICE REPORTS. IF SEVERE WEATHER IS LIKELY TO BE PRESENT IN THE MUNICIPALITY ON ELECTION, PRIMARY OR REFERENDA DAY, THE REGISTRARS OF VOTERS SHALL DETERMINE A

PLAN OF ACTION TO ENSURE POLL WORKERS ARE ABLE TO ARRIVE AT AND ACCESS THEIR ASSIGNED POLLING LOCATIONS. THE REGISTRARS OF VOTERS SHALL BE RESPONSIBLE FOR OVERSEEING THE IMPLEMENTATION OF THE PLAN. BATTERY OPERATED RADIOS WILL BE AVAILABLE AT EACH POLLING PLACE IN CASE THERE IS NO ELECTRICITY, PHONE OR CELL SERVICE.

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

## FINAL CHECKLIST OF ITEMS TO BE SECURED:

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

## **SPECIFIC EMERGENCIES - EMERGENCY REPRODUCTION OF BALLOTS DUE TO BALLOT SHORTAGE**

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

### **SHORTAGE OF ELECTION OFFICIALS:**

- NOTIFY THE REGISTRARS IMMEDIATELY.

### **POWER OUTAGE:**

- NOTIFY THE REGISTRARS IMMEDIATELY.
- THE VOTING MACHINES HAVE 2 HOURS OF EMERGENCY POWER.
- THE BATTERY BACK-UPS HAVE APPROXIMATELY 6 HOURS OF EMERGENCY POWER.



- PROVIDE ALTERNATE LIGHTING FOR EACH POLLING PLACE.

### **FIRE AND BOMB THREATS:**

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

### **MACHINE MALFUNCTIONS:**

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

### **DISORDER, VIOLENCE OR INTIMIDATION:**

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

## **ILLNESS, INJURY, OR DEATH:**

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

## **POLL WORKER REMOVAL:**

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

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

**(860) 537-7204**

**Please read the following aloud at and into the minutes of the Thursday, August 1, 2013 Board of Selectmen meeting and distribute to all members of the Board of Selectmen.**

I speak on behalf of the newly formed Colchester Independent Party and its members. Unfortunately, most of us are out-of-town this evening and cannot attend this meeting in person.

Having reviewed the Board of Selectmen and Board of Finance minutes for the past two years, listened to applicable taped Board meetings, and attended the tri-Board meeting pertaining to the proposed building project for the William J Johnston Middle School, we are happy to see discussion of school security on this evening's agenda. We understand and thoroughly support taking measures to keep our children and school's safe. Based on Colchester's long standing tradition of doing what's best for all of Colchester's citizens, it is within this tradition that we pose the following:

In our review of previous Board of Selectmen, Board of Education, and Board of Finance discussions regarding the new building project, we have seen little discussion of the security issues that this project will pose to our school children and personnel. Located on the school campus directly between William J. Johnston Middle School and Colchester Elementary School is not the best location for services directed at the general public, such as Social Services, the Food Bank, and Senior Services. These programs must serve the needs of ALL of Colchester's residents, including those who may be legally banned from school properties. Using this location for these services will put numerous individuals into close proximity with our schools and children. As the three boards continue to unanimously pass motions moving this project forward, these issues have neither been raised nor addressed.

Additionally, firearms will have to be allowed onto the property or this location will not meet the needs of our very active veterans groups who use the Senior Center for their ceremonial equipment, including guns and munitions. With the outpouring of support for our military men and women, we cannot imagine not providing needed space for our veterans to practice their drills and store their equipment.

We have also reviewed minutes, surveys and other documents pertaining to the Senior Center as part of the project. Over and over again, seniors indicate a desire for a stand-alone center. In fact, we have plans for a stand-alone center whose cost to the town four years ago was in the vicinity of \$250,000. When talking to seniors who do not currently use our center but instead go to centers in surrounding towns, they repeatedly emphasize the need for a stand-alone center designed for seniors and in an area that is easily accessible. Seniors who use our center have told us that they were told "it's either this or nothing." We were also informed that when several members of the Board of Selectmen recently attended a meeting with seniors at our center, they were told "we will do whatever you want". Seniors again made it clear they want a stand-alone center. Yet, all three boards continue to move forward with the project. This is not a "new" plan. The bones of this plan have been in existence for more than 8 years. We are 100% in

favor of education and educational needs. Our seniors have supported our schools for years. Our 50+ population continues to rise. Taxes have risen significantly each of the past four years. Our residents cannot afford a \$50+ million project at this time. We need to put our seniors first AND address our school issues.

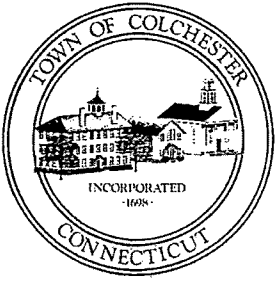
The building committee that developed this plan did an outstanding job – they did as directed by the Board of Selectmen that appointed them. The Board of Selectmen then unanimously approved their plan. Have any of the boards looked at alternatives? The location of and space for the food bank needs to be addressed. Perhaps the Board of Education could move to the empty space at WJJMS, putting them in the middle of their school campus, providing space for teachers from multiple schools to collaborate, and many other creative uses. This would free up a significant portion of Town Hall for other uses, such as the Food Bank.

A stand-alone Senior Center could also serve as the optimal emergency shelter. In speaking with Red Cross volunteers who have operated emergency shelters at our current location, Bacon Academy, the list of deficiencies are long. This list was provided to the Colchester Director of Facilities in the past and includes only one entrance and exit to the property, lack of electrical connections for individuals connected to medical equipment, inadequate emergency generator power and connections for medical equipment, accessibility issues for the handicapped and elderly, and facility layout (food services at the top of the stairs from sleeping area). With the changes in our weather, the aging of our population, and the needs of our community, we anticipate that this shelter will be used more often in the future than it has been. A well-designed senior center also used as an emergency shelter will meet the needs of our most vulnerable population during these stressful times and will not interrupt school operations.

As you know, only recently have we come together as the Colchester Independent Party. Although, we are still awaiting a response from the First Selectman's office regarding an FOI request sent in over a month ago, as a group, we have discussed these issues, gathered input from a broad group of Colchester's citizens, collected in-depth data, and arrived at our position. Thank you for this opportunity to address the Board.

Sincerely,

Linda Hodge on behalf of the Colchester Independent Party



# *Town of Colchester, Connecticut*

95 Norwich Avenue, Colchester, Connecticut 06415

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Patricia A. Watts, Director of Senior Services/Municipal Agent

## **MEMORANDUM**

**To:** Board of Selectmen

**Cc:**

**From:** Patricia A. Watts, Director of Senior Services

**Date:** 08/06/2013

**Re:** Execution of Grant Contract with Senior Resources Agency on Aging

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Grant funding in the amount of \$18,597.81 has been awarded for the 2013-14 Fiscal Year (beginning October, 1, 2013) to fund the Making Memories Program at the Colchester Senior Center. There are two copies of the contract which need to be signed. I need to return one copy to Senior Resources Agency on Aging by Friday, August 30, 2013.

### **Recommended Motion**

Motion to approve the FY 2013-2014 Making Memories Grant and authorize the First Selectman to sign all necessary documents.



Contract No.: F-14-3

**Eastern Connecticut Area Agency on Aging, Inc.  
(dba Senior Resources Agency on Aging)  
Services for Aging Consumers**

This contract made this 1st day of October, 2013 by and between Senior Resources Agency on Aging, Inc. (hereafter called "Senior Resources") and the Colchester Senior Center, a corporation organized under the laws of the State of Connecticut, with a place of business at 95 Norwich Avenue Colchester, CT 06415 (hereinafter called "The Provider").

**PART I PROGRAM SPECIFICS**

WHEREAS, Senior Resources has been designated under the State Plan of the Connecticut Department of Social Services as the agency in Region III of Eastern Connecticut for the administration of federal, state and local matching funds to be used in the purchase of services to be provided by private and public agencies to eligible individuals under Title III, Part B of the Older American Act of 1965, as amended, and

WHEREAS, the Provider is an agency qualified to perform such services for individuals determined by Senior Resources and the Provider to be eligible for such services;

NOW THEREFORE, in consideration of the foregoing and the mutual covenants, conditions and agreements herein contained the parties hereto do hereby agree as follows:

**A. Effective Date; Program Period**

1. **Effective Date:** This agreement and the obligations of the parties hereunder shall become effective on the 1st day of October 2013, or on the date of approval of this Agreement by the Board of Directors of Senior Resources whichever is later (Hereinafter called the "Commencement Date").
2. **Program Period:** The services (as herein defined) to be provided to eligible individuals in accordance with this Agreement shall be provided during a period beginning on the Commencement Date and ending on the 30th day of September 2014, (the said period being hereinafter called "Program Period"). This Agreement may be terminated in accordance with the terms of this Agreement.

**B. Services to be Performed by the Provider; Determination of Eligibility**

1. The Provider agrees that during the Program Period the Provider will provide the following services to individuals determined to be eligible for such services:

Therapeutic Activity

The above listed service (hereinafter collectively called the "services") is more fully defined in the funded proposal, a copy of which is on file and is incorporated

by reference herein.

2. The determination of each individual's eligibility for services is the responsibility of the Provider in conformance with the criteria defined in the proposal and policy manual of the Senior Resources on Aging.

C. Purchase of Services; Payments to Provider; Limitations on Purchase and Payments

1. Subject to Provider's compliance with the terms and conditions of this Agreement, and for services provided to eligible individuals, Senior Resources shall purchase Units of Service up to, but not in excess of, the maximum number specified below for each Service at the rate per Unit for such Service determined by Senior Resources and the Provider. Senior Resources agrees to purchase up to the following Units of the following Services at the following rate:

<b>Service</b>	<b>Maximum Number of Units</b>	<b>Rate Per Unit</b>
Therapeutic Activity	3,201	\$5.81

2. Upon the submission by the Provider of invoices, Senior Resources shall pay over to the Provider an amount determined to be due the Provider in accordance with established invoicing procedures.
3. Notwithstanding the obligations of Senior Resources to purchase services from the Provider, it is understood and agreed that a maximum total payment of Eighteen Thousand Five Hundred Ninety-Seven Dollars and Eighty-One Cents (\$18,597.81) (hereinafter called the "Maximum Payment") will be made for all services to be provided hereunder.

D. Record Keeping and Access

1. The Provider shall establish and maintain such documents and financial and program records as are required by Senior Resources to insure documentation, monitoring and evaluation of financial activities and the provision of purchased services. In addition, the Provider shall prepare and submit monthly performance records; and, upon request of Senior Resources such programmatic, fiscal and administrative data as Senior Resources reasonably deems necessary for the monitoring and evaluation of such activities and services and to substantiate Senior Resources claim for reimbursement from the Connecticut Department of Social Services.
2. Within forty-five (45) calendar days after the termination of this Agreement, the Provider shall submit to Senior Resources an Income and Expense Statement which reflects the Program Period.
3. All financial, program and other books, records, documents and property pertaining to this Agreement shall at all reasonable times be open for inspection, review or audit by the United States Department of Health and Human Services,



the Connecticut Department of Social Services, Senior Resources, or their authorized representatives, who shall at all reasonable times have access to the premises wherein such books, records, documents and property are located. The Provider shall retain all such books, records and documents for three (3) years after completion and submission of annual audit.

4. The Provider shall keep all funds received from Senior Resources pursuant to this Agreement in an identified bookkeeping account and shall use the funds solely for the purposes set forth in this Agreement.
5. The Provider shall provide to Senior Resources such additional data as Senior Resources reasonably may require to permit it to monitor performance of this Agreement at a level sufficient to ensure appropriate fiscal, programmatic reports, administration, accountability and program provision and quality.

#### E. Confidentiality

1. All records and other information maintained by the Provider about persons receiving services under this Agreement are confidential and shall be protected by the Provider from unauthorized disclosure.
2. Nothing in Section F shall affect the requirement or provisions of Sections G and H.

#### F. Information System

The Provider shall participate in the Management Information System as required and shall furnish to Senior Resources any additional information as may be necessary to allow Senior Resources to monitor the Provider's performance under this Agreement.

#### G. Maintenance of Records

1. The Provider shall prepare and maintain and shall retain for a period of three (3) years, or such longer period as any applicable licensing standards may require, following completion of performance under this Agreement, the following:
  - a. Such data as are necessary to satisfy applicable reporting requirements of Senior Resources and, if payment hereunder is on a cost reimbursement basis, financial books and records which reflect costs incurred in and allocated to performing the services covered by this Agreement. These books and records will be maintained in accordance with generally accepted accounting principles.
  - b. Personnel Policies
  - c. Personnel Records

#### H. Non-Discrimination in Service Delivery

1. The Provider shall not deny any services to or otherwise discriminate in the

delivery of services against any person who otherwise meets the eligibility criteria for the program as determined by the Senior Resources on the basis of race, color, religion, sex, age, national origin, ancestry, physical or mental handicap.

The Provider shall comply with all applicable provisions of:

- (a) Title VI of the Civil Rights Act of 1965 (42 USC 2000d et seq,) prohibits discrimination on the bases of race, color or national origin, and
- (b) Section 504 of the Rehabilitation Act of 1973, (29 USC 794) and the regulations promulgated hereunder, (45 CFR Part 84) prohibits discrimination against qualified handicapped individuals on the basis of handicap in any program or activity receiving or benefiting from federal financial assistance and require programs and activities, when viewed in their entirety, to be readily accessible to handicapped persons.

I. Conditions on Performance of Services

The services to be performed by the Provider shall be performed in accordance with this Agreement. The Provider further agrees to provide services related to the Area Plan of Senior Resources and the goals and objectives set forth therein, with the Provider's Proposal with Title III of the Older Americans Act of 1965, as amended and all regulations promulgated hereunder including, but not limited to, those applicable regulations set out in 45 CFR Part 74 and with all applicable federal and state laws, regulations, orders and guidelines governing the performance of the services hereunder, including, but not limited to, the Policy Manual of Senior Resources. The Provider further agrees it has read the foregoing specified regulations.

J. Termination

1. Either party may terminate this Agreement without cause upon provision of written notice to the other at least ten (10) calendar days prior to the effective date of the contract.
2. If Senior Resources determines that any non-compliance with the terms of this Agreement on the part of the Provider endangers the life, health and safety of any recipients of Services, it may terminate this Agreement by verbal notification to be followed by written notification, (return receipt requested) setting forth the specified reasons for termination. The written notification will be submitted within three (3) business days following the verbal notification.
3. Senior Resources may terminate this Agreement, for reasons other than those constituting a non-compliance that endangers the life, health and safety of the recipients of service, if the Provider has failed to comply with the provision of this Agreement, in whole or in part. However, before terminating this Agreement pursuant to this subsection, Senior Resources shall notify the Provider, in writing, of the specific areas of non-compliance. The Provider shall restore compliance within thirty (30) calendar days of the date of the notice. If the Provider has not restored compliance within the thirty (30) calendar day period, Senior Resources may terminate this Agreement by furnishing the Provider with written notice at

least thirty (30) calendar days prior to the effective date of termination.

4. The Provider may terminate this Agreement prior to its Agency's failure to comply with a material provision of this Agreement. The Provider shall furnish Senior Resources Agency on Aging with written notice of termination at least thirty (30) calendar days prior to the effective date of termination.

K. Obligations Upon Termination

1. Upon termination, all finished and unfinished documents, data, studies and reports, prepared by the Provider pursuant to this Agreement, shall become the property of Senior Resources Agency on Aging.
2. Upon termination, the Provider shall be entitled to payments for Services rendered in the satisfactory performance of this Agreement, provided that the Provider shall submit properly completed invoices to Senior Resources Agency on Aging no later than forty-five (45) calendar days after the date of termination.

L. Reclamation

Senior Resources Agency on Aging may reclaim, upon the expiration or termination of this Agreement, the cost of equipment which is in part or fully reimbursed by funds pursuant to this Agreement and which has a useful life of more than one (1) year and a cost in excess of one thousand (\$1,000.00) dollars.

M. Assignment and Subcontract

The Provider shall not assign or subcontract any interest in this Agreement without prior written consent of Senior Resources Agency on Aging, provided that, claims for money due or to become due to the Provider from Senior Resources Agency on Aging under this Agreement may be assigned to a bank, trust company or other financial institution without such consent and that notice of any such assignment is furnished promptly to Senior Resources Agency on Aging. None of the Services to be provided by the Provider pursuant to this Agreement shall be subcontracted to any other organization, association, individual, partnership or group of individuals without the prior written consent of Senior Resources Agency on Aging.

N. Amendment

This Agreement may be amended, waived or discharged by the mutual consent of both parties at any time during its term. Amendments to this Agreement shall be in writing, signed by persons authorized to bind in contract Senior Resources Agency on Aging and the Provider. All amendments must be attached to this Agreement.

O. Miscellaneous

1. The Provider shall not knowingly employ, compensate or arrange to compensate any employee of Senior Resources Agency on Aging during the term of this Agreement without the prior consent of Senior Resources Agency on Aging.
2. Senior Resources Agency on Aging assumes no liability for the actions of the

Provider under this Agreement. Senior Resources Agency on Aging and Provider intend to create by this agreement the relationship of independent contractor and not an employer and employee or principal and agent relationship. Neither the Provider and its employees, nor Senior Resources Agency on Aging and its employees, are to be considered employees of or agents of the other party to this agreement.

3. This Agreement is subject to the availability of state and federal funds.
4. The Provider agrees to administer this Agreement in accordance with regulations, policies and procedures prescribed by federal, state and/or Senior Resources Agency on Aging guidelines.
5. Unless otherwise specified herein, any notice, approval, request or demand hereunder from either party to the other shall be in writing and shall be deemed to have been given when either delivered personally or deposited in a United States mail box in a postage prepaid envelope addressed to the other.
6. Waiver by either party of any non-compliance shall not constitute a waiver of any subsequent non-compliance.
7. This Agreement constitutes the entire agreement and understanding between parties and supersedes all prior agreements and understandings relating hereto.
8. Excusable causes of Non-Performance. In the event that the Provider is rendered unable wholly or in part by a Force Majeure as defined herein to carry out its obligation under this agreement, it is agreed that on notice to Senior Resources Agency on Aging setting forth the particulars of such Force Majeure, in writing the obligation of the provider 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. 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, wind, governmental orders or regulations, accidents and other contingencies beyond the reasonable control of the Provider and which by the exercise of due diligence the Provider is unable to prevent or overcome.

## PART II MANDATORY TERMS AND CONDITIONS

### A. IDENTIFICATION OF FUNDING SOURCE

The Recipient will identify the source of funding for this project in all publicity, including all materials published about the project. The following sentence may be used for this purpose. "This program is supported by the Senior Resources – Agency on Aging with Title III funds made available under the Older Americans Act."

### B. OLDER AMERICANS ACT

The undersigned hereby agrees to comply with the Older Americans Act of 1965, as amended all requirements imposed by the applicable HHS regulations and all guideline issued pursuant thereto.

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

1. Provide the Agency on Aging, in a timely manner, statistical and other information which the Agency requires in order to meet its planning, coordination, evaluation and reporting requirements established by the State and/or Federal funding sources;
2. Afford older persons the opportunity to contribute for all or part of the costs of the project's services. The Contractor is accountable to Senior Resources for income generated by AAA supported activities. Records of the receipt and disposition of program income must be maintained by the Contractor in the same manner as required for the AAA funds that gave rise to the income. Such income is subject to disposition and use at the option of Senior Resources;
3. Protect the privacy of each older person with respect to his or her contributions;
4. Establish appropriate procedures to safeguard and account for all contributions;
5. Not deny any older person a service because the older person will not or cannot contribute to the cost of the service;
6. With the consent of the older person or his/her representative, bring to the attention of appropriate officials for follow-up, conditions or circumstances which place the older person or the household of the older person in imminent danger;
7. Where feasible and appropriate, make arrangements for the availability of services to older persons in weather related emergencies;
8. Assist participants in taking advantage of benefits under other programs;
9. Assure that persons age 60 or over who are frail, homebound by reason of illness or incapacitating disability, or otherwise isolated, shall be given priority in the delivery of services; and
10. Assure that the proposed project intends to satisfy the service needs of older persons with severe disabilities; those living in rural areas; those with greatest economic need; those with greatest social need; those with Alzheimer's disease and related disorders; and those with limited English proficiency.

C. COST STANDARDS

The Contractor shall comply with the Cost Standards issued by the State of Connecticut, Office of Policy and Management, as may be amended from time to time. The Cost Standards are published by OPM on the web at [http://www.opm.state.ct.us/finance/pos\\_standards/coststandards.htm](http://www.opm.state.ct.us/finance/pos_standards/coststandards.htm).

D. AUDIT REQUIREMENTS

The Contractor shall provide for an annual financial audit for funds awarded to the Contractor. The Contractor will comply with federal and state single audit standards as applicable. Each recipient must have an audit done at the end of the first year. Thereafter, audits usually are made annually, but must be done at least once every two years. If bi-annual audits are to be conducted, the audit must cover at least to the last audit. Audits must be performed on an organization wide basis, with appropriate testing of grant related transactions. Audits must be conducted according to the federal requirements noted in OMB Circular A-122 for cost principles for non-profits and OMB Circular A-133 for state, local government, and non-profits organizations.

E. CARRYOVER FUNDS

Unused funds are not carried over from one project year to the next.

F. VERIFICATION OF NON-FEDERAL MATCH

Verification of the non-federal match by means of in-kind vouchers or other documentation will be reviewed during assessments or periodic reviews. Verification of the total amount for the project year must be available for audit purposes within forty-five (45) calendar days after the close of the project year.

G. REPORTING REQUIREMENTS AND MONITORING

Monthly financial reports required by Senior Resources must be received by the 15<sup>th</sup> of the following month. Participation in the statewide Management Information System (MIS) is required. MIS monthly forms are due by the 15<sup>th</sup> of the following month. Senior Resources will reimburse based on current MIS statistics.

The Contractor will submit required reports by the designated due dates. Senior Resources reserves the right to withhold payments for services performed under this contract if Senior Resources has not received acceptable progress reports, statistical reports, expenditure reports, refunds and/or audits as required by this agreement or previous agreements for similar or equivalent services the Contractor has entered into with Senior Resources.

The Provider shall establish and maintain such documents and financial and program records as are required by Senior Resources to insure documentation, monitoring and evaluation of financial activities and the provision of purchased services. In addition, the Provider shall prepare and submit monthly performance records; and, upon request of Senior Resources such programmatic, fiscal and administrative data as Senior Resources reasonably deems necessary for the monitoring and evaluation of such activities and services and to substantiate Senior Resources claim for reimbursement from the Connecticut Department of Social Services.

A report evaluating the goals of the program and explaining the ongoing and completed activities of outreach to the chosen target populations is due on or before April 15<sup>th</sup> (mid year) and October 15<sup>th</sup> (year end).

Within forty-five (45) calendar days after the termination of this Agreement, the Provider shall submit to Senior Resources an Income and Expense Statement which reflects the Program Period.

All financial, program and other books, records, documents and property pertaining to this Agreement shall at all reasonable times be open for inspection, review or audit by the United States Department of Health and Human Services, the Connecticut Department of Social Services, Senior Resources, or their authorized representatives, who shall at all reasonable times have access to the premises wherein such books, records, documents and property are located. The Provider shall retain all such books, records and documents for three (3) years after completion and submission of annual audit.

The Provider shall keep all funds received from Senior Resources pursuant to this Agreement in an identified bookkeeping account and shall use the funds solely for the purposes set forth in this Agreement.

The Provider shall provide to Senior Resources such additional data as Senior Resources reasonably may require to permit it to monitor performance of this Agreement at a level sufficient to ensure appropriate fiscal, administration, accountability and program quality.

H. PROHIBITED INTEREST

The Contractor warrants that no state or federal funds have been paid or will be paid by or on behalf of the Contractor to contract with or retain any company or person, other than bona fide employees working solely for the Contractor, to influence or attempt to influence any officer or employee of Senior Resources or any state or federal agency in connection with the awarding, extension, continuation, renewal, amendment, or modification of this agreement, or to pay or agree to pay any company or person, other than bona fide employees working solely for the Contractor, any fee, commission, percentage, brokerage fee, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

I. OFFERS OF GRATUITIES

By its agreement to the terms of this contract, the Contractor certifies that no elected or appointed official or employee of Senior Resources or the State of Connecticut has or will benefit financially or materially from this contract. Senior Resources may terminate this contract if it is determined that gratuities of any kind were either offered or received by any of the aforementioned officials or employees from the Contractor or its agents or employees.

J. LOBBYING

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

1. No federal or state appropriated funds were paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of

Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal Grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

2. If any funds other than federal or state appropriated funds were paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, the Contractor will complete and submit "Disclosure Form to Report Lobbying" in accordance with its instructions.
3. The Contractor will include the language of this certification in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and requires that all sub recipients certify and disclose accordingly.

**K. SUSPENSION OR DEBARMENT**

Signature of this contract certifies the Contractor or person (including subcontractors) involved in the administration of Federal or State funds:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any governmental department or agency (Federal, State or Local);
2. Within a three year period preceding this Contract, has not been convicted 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;
3. Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the above offenses;
4. Has not within a three year period preceding this agreement had one or more public transactions terminated for cause or fault.

Any change in the above status shall be immediately reported to Senior Resources – Agency on Aging.

**L. FACILITY STANDARDS AND LICENSING COMPLIANCE**

The Contractor will comply with all applicable local, state and federal licensing, zoning, building, health, fire and safety regulations or ordinances, as well as standards and criteria of pertinent state and federal authorities. Unless otherwise prohibited by law, the Contractor is not relieved of compliance while formally contesting the authority to require such standards, regulations, statutes, ordinance or criteria.

**M. NON-DISCRIMINATION**

The following subsections are set forth here as required by section 4a-60 of the Connecticut General Statutes:



(1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut. The Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved;

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

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

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

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

(b) If the Contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.

(c) "Minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons:

(1) Who are active in the daily affairs of the enterprise,

(2) who have the power to direct the management and policies of the enterprise and

(3) who are members of a minority, as such term is defined in subsection (a) of section 32-9n; and

“good faith” means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. “Good faith efforts” shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

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

(e) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.

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

(g) The following subsections are set forth here as required by section 4a-60a of the Connecticut General Statutes:

(1) the Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation;

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

(3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56; and

(4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this section and section 46a-56.

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

(i) For the purposes of this entire Non-Discrimination section, "Contract" or "contract" includes any extension or modification of the Contract or contract, "Contractor" or "contractor" includes any successors or assigns of the Contractor or contractor, "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced, and "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders. For the purposes of this section, "Contract" does not include a contract where each contractor is

(1) a political subdivision of the state, including, but not limited to, a municipality,

(2) a quasi-public agency, as defined in C.G.S. § 1-120,

(3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in C.G.S. § 1-267,

(4) the federal government,

(5) a foreign government, or

(6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

#### N. STATUTORY AND REGULATORY COMPLIANCE

##### 1. REHABILITATION ACT OF 1973

The Contractor will comply with section 504 of the Rehabilitation Act of 1973, as amended, (29 U.S.C. 794) all requirements imposed by the applicable Health and Human Services regulation (45 C.F.R. Part 84) and all guidelines and interpretations issued.

2. HIPAA REQUIREMENTS

The Contractor will safeguard the use, publication and disclosure of information on all individuals who receive services under the contract in accordance with all applicable federal and state laws regarding confidentiality, which includes but is not limited to the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C and E.

3. AMERICANS WITH DISABILITIES ACT OF 1990.

The Contractor will comply with the terms of the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12101-12189 and §§ 12201-12213) (Supp. 1993); 47 USCS §§ 225, 611 (Supp. 1993). During the term of the Contract, the Contractor represents that it is familiar with the terms of this Act and that it is in compliance with the law. As applicable, the Contractor agrees to abide by provisions of § 504 of the Federal Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794 (Supp. 1993), regarding access to programs and facilities by people with disabilities.

O. CERTIFICATION OF A DRUG FREE WORKPLACE

The Contractor will comply with the Drug-Free Workplace Act of 1988 in matters relating to providing a drug-free work place. The Contractor will:

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

P. NON-DISCRIMINATION REGARDING SEXUAL ORIENTATION

The Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United State or of the State of Connecticut. The Contractor also agrees to the following:

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

**Q. UTILIZATION OF MINORITY BUSINESS ENTERPRISES**

It is the policy of the state that minority business enterprises should have the maximum opportunity to participate in the performance of government Contracts. The Contractor agrees to use best efforts consistent with 45 C.F.R. §§ 74.160 et seq. (1992) and paragraph 9 of Appendix G thereto for the administration of programs or activities using HHS funds; and §§ 13a-95a, 4a-60 to 4a-62, 4b-95(b), and 4a-60q of the Connecticut General Statutes to carry out this policy in the award of any subcontracts.

**R. PRIORITY HIRING**

Subject to the Contractor's exclusive right to determine the qualifications for all employment positions, the Contractor shall give priority to hiring welfare recipients who are subject to time-limited welfare and must find employment. The Contractor and the Agency shall work cooperatively to determine the number and types of positions to which this section shall apply.

**S. WHISTLEBLOWING**

This Agreement is subject to the provisions of § 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the Contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this Agreement. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state Contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state Contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

**T. CAMPAIGN CONTRIBUTION RESTRICTIONS**

The Contractor will comply with Public Act 07-1, An Act Concerning the State Contractor Contribution Ban and Gifts to State and Quasi-Public Agencies.

For all State contracts as defined in P.A. 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement

Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice.

U. NON-SMOKING.

If the Contractor is an employer subject to the provisions of § 31-40q of the Connecticut General Statutes, the Contractor agrees to provide upon request a copy of its written rules concerning smoking.

V. EXECUTIVE ORDERS

(a) Executive Order No. 3: Nondiscrimination. This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971, and, as such, this Contract may be canceled, terminated or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order No. 3 or any state or federal law concerning nondiscrimination, notwithstanding that the Labor Commissioner is not a party to this Contract. The parties to this Contract, as part of the consideration hereof, agree that said Executive Order No. 3 is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to Contract performance in regard to nondiscrimination, until the Contract is completed or terminated prior to completion. The Contractor agrees, as part consideration hereof, that this Contract is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. 3 and that the Contractor will not discriminate in employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner.

(b) Executive Order No. 16: Violence in the Workplace Prevention Policy. This Contract is subject to provisions of Executive Order No. 16 of Governor John J. Rowland promulgated August 4, 1999, and, as such, this Contract may be cancelled, terminated or suspended by the Contracting agency or the State for violation of or noncompliance with said Executive Order No. 16. The parties to this Contract, as part of the consideration hereof, agree that:

(1) Contractor shall prohibit employees from bringing into the work site, except as may be required as a condition of employment, any weapon/dangerous instrument defined in Section 2 to follow;

2) weapon means any firearm, including a BB gun, whether loaded or unloaded, any knife (excluding a small pen or pocket knife), including a switchblade or other knife having an automatic spring release device, a stiletto, any police baton or nightstick or any martial arts weapon or electronic defense weapon. Dangerous instrument means any instrument, article or substance that, under the circumstances, is capable of causing death or serious physical injury;

(3) Contractor shall prohibit employees from attempting to use, or threaten to use, any such weapon or dangerous instrument in the work site and employees shall be prohibited from causing, or threatening to cause,

physical injury or death to any individual in the site;

(4) Contractor shall adopt the above prohibitions as work rules, violation of which shall subject the employee to disciplinary action up to and including discharge. The Contractor shall require that all employees are aware of such work rules;

(5) Contractor agrees that any subcontract it enters into in the furtherance of the work to be performed hereunder shall contain the provisions 1 through 4, above.

(c) Executive Order No. 17: Connecticut State Employment Service Listings. This Contract is subject to provisions of Executive Order No. 17 of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such, this Contract may be canceled, terminated or suspended by the Contracting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order Number 17, notwithstanding that the Labor Commissioner may not be a party to this Contract. The parties to this Contract, as part of the consideration hereof, agree that Executive Order No. 17 is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the Contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to Contract performance in regard to listing all employment openings with the Connecticut State Employment Service.

(d) Executive Order No. 7C: Contracting Standards Board. This Contract is subject to provisions of Executive Order No. 7C of Governor M. Jodi Rell, promulgated on July 13, 2006. The Parties to this Contract, as part of the consideration hereof, agree that:

(1) The State Contracting Standards Board ("Board") may review this Contract and recommend to the state contracting agency termination of this Contract for cause. The State Contracting agency shall consider the recommendations and act as required or permitted in accordance with the Contract and applicable law. The Board shall provide the results of its review, together with its recommendations, to the state Contracting agency and any other affected party in accordance with the notice provisions in the Contract not later than fifteen (15) days after the Board finalizes its recommendation. For the purposes of this Section, "for cause" means: (A) a violation of the State Ethics Code (Chap. 10 of the general statutes) or section 4a-100 of the general statutes or (B) wanton or reckless disregard of any state Contracting and procurement process by any person substantially involved in such Contract or state Contracting agency.

(2) For purposes of this Section, "Contract" shall not include real property transactions involving less than a fee, simple interest, or financial assistance comprised of state or federal funds, the form of which may include but is not limited to grants, loans, loan guarantees, and participation interests in loans, equity investments and tax credit programs. Notwithstanding the foregoing, the Board shall not have any authority to recommend the termination of a Contract for the sale or

purchase of a fee simple interest in real property following transfer of title.

(3) Notwithstanding the Contract value listed in sections 4-250 and 4-252 of the Conn. Gen. Stat. and section 8 of Executive Order Number 1, all State Contracts between state agencies and private entities with a value of \$50,000 (fifty thousand dollars) or more in a calendar or fiscal year shall comply with the gift and campaign contribution certification requirements of section 4-252 of the Conn. Gen. Stat. and section 8 of Executive Order Number 1. For purposes of this section, the term "certification" shall include the campaign contribution and annual gift affidavits required by section 8 of Executive Order Number 1.

(e) Executive Order No. 14: Procurement of cleaning products and services. This Agreement is subject to the provisions of Executive Order No. 14 of Governor M. Jodi Rell promulgated April 17, 2006. Pursuant to this Executive Order, the contractor shall use cleaning and/or sanitizing products having properties that minimize potential impacts on human health and the environment, consistent with maintaining clean and sanitary facilities.

#### ACCEPTANCE OF AWARD

An applicant offered a contract may accept or reject the offer within 45 calendar days of the date of issuance by returning this signed document or by rejecting the award in writing. If no correspondence indicating an acceptance or rejection is received within the 45 calendar day period, Senior Resources – Agency on Aging will consider the offer rescinded on the 46<sup>th</sup> day and will so notify the applicant in writing.

Non-compliance of any one or more of the above conditions may serve as justification for suspension or termination of financial support of the project by senior resources.

Senior Resources reserves the right to revise the funding amount downward at the end of the first six months if it is determined that the program is under spending and is projected to end the year with a balance.

This Agreement is to be construed in accordance with the laws of the State of Connecticut and is binding upon and inures to the benefit of the parties and their respective successors and assigns.

This certifies that the accepting agency understands that it must administer this Agreement in compliance with all rules and regulations of the U. S. Department of Health and Human Services, the Connecticut Department of Social Services as well as Senior Resources Agency on Aging, Inc.

This further certifies that the accepting agency understands that no alterations of the terms specified in this document or within the Title III application as approved may be made without the prior approval of Senior Resources Agency on Aging, Inc.



IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

Senior Resources Agency on Aging

\_\_\_\_\_

Name of Provider

*Joan Wessell*  
Signature of Authorizing Officer

\_\_\_\_\_

Signature of Authorizing Officer

Executive Director  
Title

\_\_\_\_\_

Title

7/15/13  
Date of Signature

\_\_\_\_\_

Date of Signature





Department of Fire and  
Emergency Medical Services

## MEMO

To: Town of Colchester BOS

August 15, 2013

From: Chief Walt Cox

Subject: Deputy Chief Job Description

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I am writing this memo because I am unable to attend tonight's Board of Selectmen Meeting.

I am out of state attending my son's graduation from the US Army 198th Infantry Brigade at Fort Benning, Georgia.

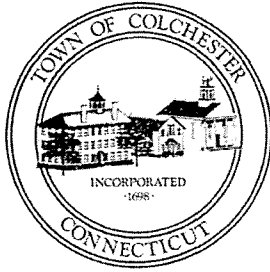
However, I feel that it is extremely important that the Town of Colchester moves forward with the implementation of a full-time, salaried, non-union position of Deputy Chief of the Colchester Fire Department.

I have had the privilege of serving as Chief of Service for ten years and have seen the increase in emergency response and the correlating daily operations responsibilities of managing the town's largest and most visible public service branch.

I am in total support of creating this needed position.

I look forward to future discussions on this very important topic.





**Town of Colchester  
Job Description**

**Fire Department  
Deputy Chief of Operations**

***GENERAL STATEMENT OF DUTIES***

This is highly responsible administrative and supervisory position in directing operational, prevention and support service activities for the fire department. The Deputy Chief is second in command of the fire department with all authority and responsibility of the Fire Chief in the Chiefs absence.

***WORK SCHEDULE***

Monday – Friday, 7:30 a.m. – 4:00 p.m.; flexible scheduled per the Chief

***SUPERVISOR***

Works under the supervision of the Fire Chief.

***SUPERVISION EXERCISED***

Exercises supervision over all employees both career and volunteer within the Colchester Fire Department, either directly or indirectly through supervisors.

***ESSENTIAL DUTIES***

1. Assists the Fire Chief in the development, planning and implementation of the goals and objectives of the department; recommends and administers policies and procedures; assists with short and long-range planning; analyzes and recommends strategies to improve effectiveness of operation; provides technical assistance and advice to the Fire Chief; oversees departmental records management.
2. Directs and oversees multi-company response to emergency fire, medical aid, hazardous material, rescue and other emergency operations and directs staff responding to emergencies.
3. Reviews plans and specifications for new buildings and fire protection systems.
4. Conducts pre-fire planning inspections of multi-family residential and commercial structures.
5. Supervises and provides day-to-day oversight for the delivery of fire suppression, rescue and emergency medical services and prevention activities. Responds to fire and medical calls, as needed.
6. Supervises, trains, and evaluates assigned staff; recommends the selection, promotion and discipline of employees; confers on and coordinates station operations and personnel issues with the Assistant Fire Chiefs; interprets and explains regulations, policies and procedures to staff; and assists with collective bargaining issues.
7. Assists the Fire Chief in the development and administration of the department budget.
8. Evaluates recommendations for purchase of equipment; secures and evaluates bids; administers contracts for equipment, materials and services.
9. Coordinates Fire Department activities with other town departments and other agencies; in the absence of the Fire Chief, represents the department on various regional committees.
10. Develops and implements programs related to departmental activities,
11. May perform fire suppression, rescue and emergency medical services delivery in support of line personnel when staffing requirements dictate.
12. Other duties, as assigned by the Fire Chief.

### **REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES**

1. Knowledge of fire department activities and services, including modern fire suppression techniques, fire prevention, emergency medical services, all applicable fire and life safety codes, hazardous incident mitigation techniques, recordkeeping, and department administration.
2. Understanding of general local, state, and federal employment and labor laws, personnel policies, and other employee-related policies, collective bargaining, and employee communication methods.
3. Understanding of and ability to develop operating and capital budgets.
4. Knowledge of OSHA and NFPA standards and State and local fire and safety codes.
5. Ability to read and interpret regulations and building plans.
6. Experience negotiating and administering contracts with outside vendors and service providers.
7. Familiarity of fire department by-laws, rules and regulations.
8. Knowledge of equipment and facilities operation, maintenance and planning.
9. Ability to effectively communication in an oral and written manner to individuals and groups.
10. Understanding of and ability in conflict resolution.
11. Ability to develop and maintain productive relationships with officials, community groups, advisory boards, the news media, and the general public.

### **EDUCATION AND EXPERIENCE**

1. Graduation from college with an associate's degree in Fire Service Management, Public Administration or related field or proof and documentation of similar business/life experience.
2. Certified Safety Officer in accordance with N.F.P.A. 1521, Fire Department Safety Officer (when assigned as the Deputy Chief of Operations) or proof and documentation of similar safety fire ground experience.
3. Certified Fire Officer II in accordance with N.F.P.A. 1021, Fire Officer Professional Qualifications or proof and documentation of similar fire/business/life experience.
4. Certified Connecticut EMS to the level of department requirements.
5. Ten (10) years of progressively responsible experience in administration including five (5) years of experience as a fire officer.
6. Or equivalent combination of education and experience.

### **WORK ENVIRONMENT**

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

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