

Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

Gregg Schuster, First Selectman

**Board of Selectmen Agenda
Regular Meeting
Thursday, September 19, 2013
Colchester Town Hall**

Meeting Room 1 – 7:00PM

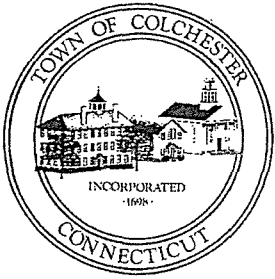
NANCY A. BRAY
TOWN CLERK

2013 SEP 16 PM 4:06

RECEIVED
COLCHESTER, CT

1. Call to Order
2. Additions to the Agenda
3. Approve Minutes of the August 15 Regular Board of Selectmen Meeting
4. Approve Minutes of the August 28 Special Board of Selectmen Meeting
5. Approve Minutes of the September 13 Special Board of Selectmen Meeting
6. Citizen's Comments
7. Boards and Commissions – Interviews and/or Possible Appointments and Resignations
 - a. Economic Development Commission. Member re-appointment for a five-year term to expire 10/01/2018. Andreas Bisbikos to be interviewed.
 - b. Blight Ordinance Task Force
 - i. Alan Harrison
 - ii. Nathaniel Shiff
 - iii. Ron Silberman
8. Budget Transfers
9. Tax Refunds & Rebates
10. Discussion and Possible Action on Deputy Emergency Management Director Job Description
11. Discussion and Possible Action on FY 2012 Homeland Security Grant Program
12. Discussion and Possible Action on AppliTrack Agreement
13. Discussion and Possible Action on Employee Assistance Program Contract with Solutions
14. Discussion and Possible Action on Voluntary Life Insurance Agreement with Texas Life Insurance Company
15. Discussion and Possible Action on Linwood Avenue Streetscape Grant Award

16. Discussion and Possible Action on Concrete Sidewalk Repair Contract
17. Discussion and Possible Action on Board Responsibilities with Regards to Blighted Properties
18. Citizen's Comments
19. First Selectman's Report
20. Liaison Report
21. Executive Session to Discussion Negotiations with Colchester Firefighters Union UPPFA, IAFF, Local #3831
22. Discussion and Possible Action on Revised Successor Contract with Colchester Firefighters Union UPPFA, IAFF, Local #3831
23. Executive Session to Discussion Performance of Town Hall Employee
24. Adjourn



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

Gregg Schuster, First Selectman

Board of Selectmen Minutes

Regular Meeting

Thursday, August 15, 2013

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

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

MEMBERS ABSENT:

OTHERS PRESENT: Derrik Kennedy, Nancy Bray, Patty Watts, Maggie Cosgrove, Adam Turner, Dot Mrowka, Rob Tarlov, Brad Bernier, Ryan Blessing, Melissa Roberto, and other citizens.

1. Call to Order

First Selectman G. Schuster called the meeting to order at 7:51 p.m.

2. Additions to the Agenda

S. Soby moved to add a new #8 to the agenda, entitled, "Discussion and Possible Action on Blight Ordinance Task Force," remove #15c, and renumber accordingly; seconded by G. Cordova. Unanimously approved. MOTION CARRIED.

3. Approve Minutes of the August 1, 2013 Regular Board of Selectmen Meeting

R. Coyle moved to approve the minutes of the August 1, 2013 Regular Board of Selectmen meeting, seconded by G. Cordova. G. Cordova abstained. All others approved. MOTION CARRIED.

4. Citizen's Comments

D. Martin and J. Knapp commented on Deputy Fire Chief job description and appointment of Deputy Chief by the Town.

D. Wasniewski, L. Curtis, and A. Zimmerman commented in support of appointing candidate Christopher Bourque to the Agriculture Commission.

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

a. Fire Department Task Force. Clifford Bartiss, Jr. to be interviewed.

Clifford Bartiss, Jr. was interviewed.

b. Agriculture Commission. Member Appointment to fill a vacancy to expire 11/30/2014. Christopher Bourque to be interviewed.

Christopher Bourque was interviewed. S. Soby moved to appoint Christopher Bourque as a member to the Agriculture Commission to fill a vacancy to expire 11/30/2014, seconded by R. Coyle. Unanimously approved. MOTION CARRIED.

6. Budget Transfers

None.

7. Tax Refunds & Rebates

None.

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COLCHESTER, CT
2013 AUG 19 2:40
NANCY BRAY
TOWN CLERK

8. Discussion and Possible Action on Blight Ordinance Task Force

R. Coyle moved to form a task force with seven members, at the next regular Board of Selectmen meeting to discuss and act on charges of the task force, and to interview candidates concurrently with task force establishment; seconded by S. Soby. Unanimously approved. MOTION CARRIED.

9. Discussion and Possible Action on Execution of Grant Contract with Senior Resources Agency on Aging

R. Coyle moved to approve the FY 2013-2014 Making Memories Grant and BE IT RESOLVED that Gregg Schuster, First Selectman of the Town of Colchester, is empowered to enter into and amend contractual instruments in the name and on behalf of Colchester with Eastern Connecticut Agency on Aging, seconded by S. Soby. Unanimously approved. MOTION CARRIED.

10. Discussion and Possible Action on Life and AD&D Insurance Carrier Contract

S. Soby moved to approve the proposed insurance renewal for Life/AD&D insurance with The Hartford effective September 1, 2013 and authorize the First Selectman to sign all necessary documents related to the renewal, seconded by G. Cordova. Unanimously approved. MOTION CARRIED.

11. Discussion and Possible Action on Deputy Fire Chief of Operations Job Description

No action taken.

12. Discussion and Possible Action on Personnel Policies

Discussion on Hiring & Dismissal Policy. No action taken.

13. Citizen's Comments

K. McKenna commented on availability of deputy chief job description to the public.

14. First Selectman's Report

First Selectman G. Schuster reported that the Resident Trooper Supervisor has received his transfer orders and will be reporting to the Town shortly, the Fire Department Task Force has been meeting regularly, this afternoon there was a retirement lunch honoring Mary Jane Slade, there will be a special Board of Selectmen meeting in August to possibly act on the heavy rescue truck contract, and the September 5 Board of Selectmen meeting will be cancelled due to being schedule on Rosh Hashanah.

15. Liaison Report

R. Coyle reported that the Commission on Aging is working on updating their ordinance and the renters rebate program, they have a website that can be accessed through the Town website, the hallway of the senior center will be painted, pictures of historic buildings in Town are being hung up in the senior center, an open house and the holiday fair will be coming up within the next couple months, the front door and shutters of the center have been painted red, and interviews are ongoing for the program coordinator.

R. Coyle further reported that the Building Committee will be holding two public presentations on the WJJMS-Community/Senior Center Project on 9/3 & 9/9 at Town Hall with a brochure being developed for distribution.

S. Soby reported that the Historical Society held an event on Tuesday night which is part of a new permanent exhibit, which is very impressive.

16. Executive Session

- a. Negotiations for Property Rights Acquisition**
- b. Personnel Issue Regarding Town Hall Employee**
- c. Hardship Withdrawal from Retirement Account**

G. Cordova moved to enter into executive session to discuss negotiations for property rights acquisition and to invite Adam Turner, a personnel issue regarding town hall employee, and a hardship withdrawal from retirement account, seconded by S. Soby. Unanimously approved.
MOTION CARRIED.

The Board of Selectmen entered into executive session at 8:25 p.m.

A. Turner exited from executive session at 8:41 p.m.

The Board of Selectmen exited from executive session at 9:52 p.m.

17. Adjourn

G. Cordova moved to adjourn at 9:53 p.m., seconded by S. Soby. Unanimously approved.
MOTION CARRIED.

Respectfully submitted,

Derrick M. Kennedy
Executive Assistant to the First Selectman

Attachments:

- Letter from David Wasniewski
- Letter from Kevin McManus

12th august 2013

Town of Colchester CT Board of Selectmen,

I wanted to thank you for voting to appoint Allan Zimmerman to the Agricultural commission as a full commission member. I believe he will prove to be an asset to our Agricultural Commissions and community on many levels, bringing with him years of agricultural and organizational experience from a region of the country where they have been much more successful in preserving the economic vitality of agriculture which in turn functionally preserves their farms, both small and large.

It is my understanding that an interview for appointment to fill at least one vacancy is on the agenda for this upcoming BOS meeting scheduled for the 15th of August 2013 at 7:00 pm on Thursday evening. Please contact me if this is not the case.

I would appreciate your seriously considering this request;

In addition to interviewing an Agricultural Commission full member candidate and applicant, Christopher Bourque, that is known to both the BOS and the Agricultural Commission as a proven contributor to both our Town and Agricultural Commission's agendas, that you also move to expedite a vote for the appointment of Christopher Bourque to our Agricultural commission at this very same meeting for the following reasons:

1. My time being limited, to devote the necessary amount of attention to the Agricultural Commission without a full commission in place to support me as the acting chairman, to support future officers and to share the work load necessary to make the Agricultural Commission effective.
2. As with most charter commissions we started out as a full commission that almost immediately experienced a loss of charter members that were not easily or efficiently replaced, partially because of process and partially because of a lack of willing candidates and recruits. To date we have lost four charter members and replaced one, leaving us with three positions to fill. This has most definitely handicapped our Agricultural commission.
3. This leaves us in a difficult position during a very busy time of year and vulnerable to meetings where a quorum cannot be formed in order to function as a commission effectively.
4. Despite our handicaps we have been able to accomplish a lot with much more of struggle than necessary and we are looking forward to getting more accomplished with the support and participation of the BOS, all other commissions & boards and most importantly with the eager support of the citizens of Colchester.
5. Along with many more steps forward up on the scoreboard we have experienced some steps backwards that we must now act on decisively to correct as we look to the future and to the importance of citizen participation in our Town of Colchester and in our Agricultural Commission's agendas via vital education, involvement and planning to preserve our rural community and agricultural economy and heritage.

This list provides you with just a few of many important reasons why we need to move quickly to interview and appoint a new commission member at the next BOS meeting, so that we *then can move promptly forward to recruit and appoint a full and functional commission*. This will make it possible to move beyond a stagnant and handicapped situation and back towards being an Agricultural Commission that is capable, once again, of being highly functional and supported by a full compliment of commissioners and subcommittees and most importantly by our Town of Colchester as whole.

Sincerely,
David Wasniewski
Acting Chairman
Town of Colchester Agricultural Commission

Kevin McManus
31 Oak Ridge Dr
Colchester, CT 06415
August 15, 2013

First Selectman Gregg Schuster
Selectman Stan Soby
Selectman James Ford
Selectman Rosemary Coyle

Dear Selectman:

I am writing you this letter, as I am unable to attend tonight's meeting, due to working the evening shift tonight.

This is in reference to item #10, Fire Department Deputy Chief Position on tonight's agenda.

I am not in favor of approval of this position tonight.

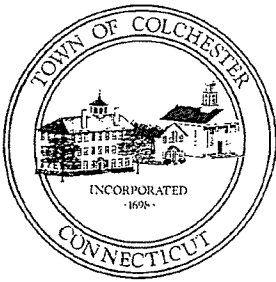
The Town has recently convened a Fire Department Task force, to review and make recommendations on how the Department and Company can move forward for the betterment of everyone. I do not believe this position has come before them, nor have they made any recommendations at this point. Approval of this position would be counterproductive to the Task Force's goals in the near future.

The Colchester Hayward Volunteer Fire Company, for nearly 160 years, has been able to promote, vote, and appoint fire officers from within the organization. Achievable requirements have been put into place by both the Company and Department, to assure trained and experienced individuals are eligible for these positions. By removal of the Deputy Chief Position from the Company's roster of officers, the Company would lose its ability to promote and participate from within.

Please take the time to reconsider acting on this position, until the Company membership and the Task Force can be involved.

Sincerely,

Kevin McMcManus



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

Gregg Schuster, First Selectman

**Board of Selectmen Minutes
Special Meeting
Wednesday, August 28, 2013
Colchester Town Hall – at 12:00 PM**

NANCY A. BRAY
TOWN CLERK

2013 AUG 28 PM 2:06

RECEIVED
COLCHESTER, CT

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

MEMBERS ABSENT: Selectman Greg Cordova

OTHERS PRESENT: Derrik Kennedy, Walter Cox, Don Lee, and Georg Papp.

1. Call to Order

First Selectman Gregg Schuster called the meeting to order at 12:00 p.m.

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

a. Fire Department Task Force. Resignation of Bob Holdsworth.

R. Coyle moved to accept the resignation of Bob Holdsworth from the Fire Department Task Force, seconded by S. Soby. Unanimously approved. MOTION CARRIED.

b. Fire Department Task Force. Resignation of William Curran.

R. Coyle moved to accept the resignation of William Curran from the Fire Department Task Force, seconded by J. Ford. Unanimously approved. MOTION CARRIED.

c. Fire Department Task Force. Discussion and Possible Appointment of Member - Clifford Bartiss, Jr. was interviewed on 08/15/13.

S. Soby moved to appoint Clifford Bartiss, Jr. to the Fire Department Task Force, seconded by J. Ford. Unanimously approved. MOTION CARRIED.

3. Discussion and Possible Action on Fire Truck Rescue Bid Contract Award

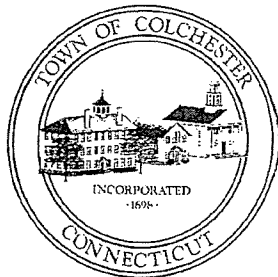
Discussion on project financing. R. Coyle moved to award the heavy rescue fire truck refurbishment contract to Marion for the amount of \$460,890 and to authorize the First Selectman to sign all necessary documents and contracts; seconded by S. Soby. Unanimously approved. MOTION CARRIED.

4. Adjourn

R. Coyle moved to adjourn at 12:06 p.m., seconded by J. Ford. 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

Gregg Schuster, First Selectman

**Board of Selectmen Minutes
Special Meeting
Friday, September 13, 2013
Colchester Town Hall**

Suite 201 – 1:00PM

RECEIVED
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2013 SEP 13 PM 3:57
NANCY A. BRAY
TOWN CLERK

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

MEMBERS ABSENT:

OTHERS PRESENT: Derrik Kennedy and Patty Watts

1. Call to Order

First Selectman G. Schuster called the meeting to order at 1:30 p.m.

2. Tax Refunds/Rebates

R. Coyle moved to approve tax refunds in the amount of \$139.68 to Nissan Infiniti-LT, \$222.04 to EAN Holdings, \$20.59 to Scot Bray, \$3,071.91 to RBS Citizens, \$6.06 to Garland Smith Jr., \$100.00 to Duane McCormick, \$29.67 to Stacy or Mark Angelo, \$309.16 to Geraldine or Clarence Transue, \$40.57 to Judith or Michael Couture, \$44.21 to Jamie Goodwin, \$240.42 to Nancy Baird, \$17.57 to Jean Vigezzi, \$19.68 to James Caronna, \$9.08 to Brett Goodwin, \$163.82 to Custom Concepts Inc or Stephen Stanulonis, \$16.66 to Donald Chalmers, \$16.65 to Susanne Rutledge, \$8.06 to Kenneth Kudrak, \$36.03 to Gregory or Arlette Kinghorn, \$21.50 to David or Ana Marie Burr, \$21.20 to Paul Chobot Jr., \$82.36 to Warren and Theresa Lee, \$107.71 to Elizabeth Powers, \$96.44 to Paul Zimmitti Jr., \$325.51 to Nancy Wood, \$70.24 to Cynthia Campbell-McHugh, \$21.19 to Raymond Blanchard, \$211.36 to Leann or Brian Hill, \$389.58 to Jeffrey or Jennifer Newton, \$119.91 to Arthur Charbonnier, \$19.68 to Anthony or Mary Moosey, \$19.38 to Mary Straker, \$139.29 to Mark Dumond, \$39.67 to Clement McGrath, \$26.95 to Everett Carroll, \$315.82 to Robert and Wendy Michaud, \$47.24 to Absolute Air Systems LLC, \$9.68 to Alfred Wolf, \$47.54 to Matthew Gorgone, \$27.25 to Thomas or Carol Starzyk, \$45.12 to Wendell or Lorie Lund, \$2,585.00 to Northwoods of Colchester LLC, \$42.09 to Debra Sypher, \$23.01 to Jessica Luth, \$6.66 to William or Deborah Kreder, \$1,125.83 to Gibbs Oil Company Limited Partnership, \$13.62 to Michael Bartomioli, \$66.92 to Nicholas Lacy, \$7.87 to Daniel Jr or Jodi Stubbings, \$500.00 to Geral Dee and Yvette Paradise Dee Trust, \$19.38 to Ronald Wall, \$22.46 to Baldyga Electrical Contractor, \$30.89 to Daniel Leone 3rd, \$107.16 to Brenna or Robert Jr Bracall, \$39.37 to Matthew Falcone, \$261.92 to Toyota Motor Credit Corp, \$6.66 to Ralph Beckers, \$19.69 to Margaret or Michael Godbout, \$24.70 to Louis Chianelli Jr., \$21.50 to Brian Bailey, \$9.00 to Jeffrey Bush, \$11.80 to Susan Fowler, \$154.42 to Stanley Woronik, \$46.94 to Pushpa Kansagara, \$6.66 to Jennifer Hart, \$9.69 to William or Elizabeth Dickerson, and \$10.90 to Rachel Fuller; seconded by J. Ford. Unanimously approved. MOTION CARRIED.

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

a. Sewer & Water Commission. Resignation of Steven Durel.

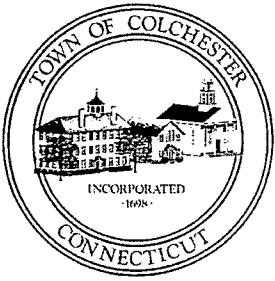
R. Coyle moved to accept the resignation of Steven Durel from the Sewer & Water Commission, seconded by S. Soby. Unanimously approved. MOTION CARRIED.

- b. **Commission on Aging. Resignation of Member Betty Ann Oppelt.**
R. Coyle moved to accept the resignation of Betty Ann Oppelt from the Commission on Aging with regret and thank her for all her years of service, seconded by J. Ford. Unanimously approved. MOTION CARRIED.
 - c. **Commission on Aging. Member appointment to fill a vacancy to expire 12/01/2014.**
Discussion and Possible Action on Alternate Joseph Menhart for appointment to Member. R. Coyle moved to appoint Joseph Menhart as a full member to the Commission on Aging to fill a vacancy which expires 12/01/2014, seconded by G. Cordova. Unanimously approved. MOTION CARRIED.
4. **Discussion and Possible Action on Senior Center Program Coordinator Salary**
R. Coyle moved to change the Senior Center Program Coordinator salary to the recommended \$40,000 per year as described in the memo from Senior Center Director Patricia Watts, pending approval by the Board of Finance; seconded by J. Ford. Discussion on process of salary adjustment and inclusion of Board of Finance on decision. J. Ford and R. Coyle vote to approve, S. Soby, G. Cordova, and G. Schuster vote against. MOTION DEFEATED. S. Soby moved to approve the change to the salary to the program coordinator as recommended by Patricia Watts, Senior Center Director, seconded by G. Cordova. Unanimously approved. MOTION CARRIED. R. Coyle stated she does not support the procedure that was followed in filling this position.
5. **Adjourn**
J. Ford moved approve adjourn at 1:14 p.m., seconded by S. Soby. 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

Gregg Schuster, First Selectman

MEMORANDUM

To: Board of Selectmen

Cc:

From : Gregg Schuster, First Selectman 

Date: 9/16/13

Re: Supplemental Appropriation Request

An employee in the tax office has been medically restricted in the hours she can work with a limit of 21 hours per day over three work days per week. The restriction will be re-evaluated in October, but it is unknown if the restriction will be removed or changed.

I am requesting a supplemental appropriation of \$2,500 to the regular payroll line item in the tax collector's budget in order to maintain adequate coverage of that office for the remainder of the **calendar** year. Without additional funds, there is no way to keep the office open during all scheduled hours. Any closures would likely occur at lunch time, Thursday evenings, and when both employees are unable to work.

If funds are approved, my intention is to use existing town staff to provide coverage above their normal working hours. Should existing staff not be available, I will explore outside resources.

Town of Colchester

General Fund

~~Budget Transfer~~ Additional Appropriation

Department: Tax Collector

Reason for Request: Additional hours for existing Town staff to provide coverage above their normal working hours in the Tax Collector's office due to employee medical leave

Reason for Available Funds: Additional appropriation from unassigned fund balance

From:	Account Number	Account Name	Amount
	18501-36250	Appropriation from Fund Balance	2,500
To:			
	11303-40101	Tax Collector - Regular Payroll	2,500

9/17/13
Date Requested _____
Department Director or Supervisor - Signature

Print Name Gregg Schuster, First Selectman

9/17/13
Date Reviewed _____
Chief Financial Officer

9/17/13
Date Approved _____
First Selectman

Date Approved _____
Board of Selectmen Clerk

Date Approved _____
Board of Finance Clerk

FY 12/13

Town of Colchester
General Fund
Budget Transfer/Additional Appropriation

Department: Finance

Reason for Request: Banking service fees for Calendar year 2012 greater than anticipated

Reason for Available Funds: Postponed scheduling Munis financial software staff training

From:	Account Number	Account Name	Amount
	11301-43213	Mileage, Training & Meetings	1,385

To:	Account Number	Account Name	Amount
	11301-44208	Professional Services	1,385

Sep 16, 2013
Date Requested Department Director or Supervisor Signature

Print Name N. Maggie Cosgrove, CFO

Sep 16, 2013
Date Reviewed Chief Financial Officer

9/17/13
Date Approved First Selectman

Date Approved Board of Selectmen Clerk

Date Approved Board of Finance Clerk

Town of Colchester
 General Fund
 Budget Transfer/Additional Appropriation

FY 12/13

Department:

Reason for Request:

Reason for Available Funds:

From:	Account Number	Account Name	Amount
	<input type="text" value="15101-45221"/>	<input type="text" value="Fuel/Heating"/>	<input type="text" value="24"/>
	<input type="text"/>	<input type="text"/>	<input type="text"/>
	<input type="text"/>	<input type="text"/>	<input type="text"/>

To:	Account Number	Account Name	Amount
	<input type="text" value="15101--45222"/>	<input type="text" value="Water & Sewer"/>	<input type="text" value="24"/>
	<input type="text"/>	<input type="text"/>	<input type="text"/>
	<input type="text"/>	<input type="text"/>	<input type="text"/>

Date Requested

Kate Byroade
 Department Director or Supervisor - Signature

Print Name

Date Reviewed

[Signature]
 Chief Financial Officer

Date Approved

[Signature]
 First Selectman

Date Approved

Board of Selectmen Clerk

Date Approved

Board of Finance Clerk

Town of Colchester
 General Fund
 Budget Transfer/Additional Appropriation

FY 12/13

Department:

Reason for Request:

Reason for Available Funds:

From:	Account Number	Account Name	Amount
	<input type="text" value="15101-44223"/>	<input type="text" value="Service Contracts"/>	<input type="text" value="124"/>
	<input type="text"/>	<input type="text"/>	<input type="text"/>
	<input type="text"/>	<input type="text"/>	<input type="text"/>
To:	<input type="text" value="15101--42301"/>	<input type="text" value="Office Supplies"/>	<input type="text" value="124"/>
	<input type="text"/>	<input type="text"/>	<input type="text"/>
	<input type="text"/>	<input type="text"/>	<input type="text"/>

Date Requested *Kate Byroade* **Department Director or Supervisor - Signature**

Print Name

Date Reviewed *[Signature]* **Chief Financial Officer**

Date Approved *[Signature]* **First Selectman**

Date Approved _____ **Board of Selectmen Clerk**

Date Approved _____ **Board of Finance Clerk**

Town of Colchester
 General Fund
 Budget Transfer/Additional Appropriation

FY 12/13

Department:

Reason for Request:

Reason for Available Funds:

From:

Account Number	Account Name	Amount
15101-44223	Service Contracts	65

To:

15101-42233	Copier	65


 Date Requested Department Director or Supervisor - Signature

Print Name


 Date Reviewed Chief Financial Officer


 Date Approved First Selectman

 Date Approved Board of Selectmen Clerk

 Date Approved Board of Finance Clerk

12-13FY

Town of Colchester
General Fund
Budget Transfer/Additional Appropriation

Department: Assessor

Reason for Request: US Post Office increase in postage due per mailing.

Reason for Available Funds: Vision issued us a credit for additional work we performed inhouse for the 2011 revaluation.

From:	Account Number	Account Name	Amount
	44205	Data Processing	151

To:	Account Number	Account Name	Amount
	44217	Postage	151

Sep 17, 2013

Date Requested

Department Director or Supervisor - Signature

Print Name John J. Chaponis

9/17/13

Date Reviewed

Chief Financial Officer

9/17/13

Date Approved

First Selectman

Date Approved

Board of Selectmen Clerk

Date Approved

Board of Finance Clerk



**Town of Colchester
Job Description**

**Emergency Management
Deputy Emergency Management Director**

GENERAL STATEMENT OF DUTIES

The Deputy Emergency Management Director assists the Emergency Management Director in advising the Chief Executive on all Emergency Management matters and related laws, rules, regulations and requirements of Title 28 and Public Act 87-535 of the Connecticut General Statutes, and the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as Amended (42 U.S. C. 5121 et seq), Rev. 1998. The Deputy Emergency Management Director, in the absence of the Director, assumes the responsibilities of the Emergency Management Director as directed by the First Selectman.

WORK SCHEDULE

As needed, at the request of the Emergency Management Director and/or First Selectman.

SUPERVISION RECEIVED

Works under the supervision of the Emergency Management Director

SUPERVISION EXERCISED

None.

ESSENTIAL DUTIES

1. Assists in formulating emergency management policies and procedures related to the functioning of emergency services during emergencies.
2. Assists in developing and executing a program operating budget.
3. Assists in planning, organizing, and coordinating the Emergency Management activities of those operating departments, agencies and offices of local government which are responsible for carrying out response operations in an emergency.
4. Assists in coordinating planning and organization for the use of all public and private resources available to local government to provide the capability of dealing with the effects of peacetime and national security (wartime) disasters.
5. Assists in updating and conforming the town's Emergency Operations Plan to state and federal criteria including national security (nuclear attack/weapons of mass destruction) risk assumptions.
6. Assists in maintaining a continuous review of the warning system and warning procedures.
7. Assists the EMD in serving as the communications planning coordinator for all town emergency direction and control communications insuring proper design, coordination, maintenance and suitability for emergency operations.
8. Assists in developing and maintaining a training and exercise program to prepare the Emergency Management organization for emergency operations. Assists in preparing requests for federal financial assistance for emergency management programs.
9. Assists the Emergency Management Director in assuming the overall responsibility for the operation of the Emergency Operating Center (EOC) and for advising the Chief Executive on local government emergency operations, including the execution of (1) appropriate Increased Readiness measures should an international crisis occur; (2) such emergency and supporting operations plans and procedures as are appropriate for the emergency; and (3) necessary coordination among the operating departments of town government.

10. Assists in coordinating, preparing and executing local government programs which involve the training and education of individual citizens and of business, industry, and private organizations in individual and collective response in an emergency.
11. Assists in maintaining the Emergency Operations Plan, Annexes, and operating procedures (SOP's) updated as required by the Commissioner of the Department of Emergency Services and Public Protection or his designee. Assists in preparing and submitting Emergency Management reports to appropriate town, state and federal agencies as required. Assists in serving as the liaison between town, state and federal agencies on Emergency Management matters. Assists in maintaining a reference file of general emergency preparedness, emergency response, national security (attack preparedness/weapons of mass destruction), and similar emergency management publications as guidance documents.

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES

Knowledge of:

1. Principles and practices of current emergency planning, training and management; including a thorough understanding of ICS, with completion of the latest version of IC 100, 200, 300, 700 and 800.
2. Ability to effectively communicate orally and in writing
3. Pertinent local, state and federal laws, rules and regulations;
4. Principles and practices of supervision, training and personnel management;
5. Modern office procedures and computer software and equipment applications;

Ability to:

1. Organize, direct and implement a comprehensive emergency services program;
2. Prepare, administer, and analyze budgets and technical reports; interpret and evaluate staff reports;
3. Problem solve; explain and interpret policy;
4. Interpret and explain Emergency Preparedness policies and procedures;
5. Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals;
6. Act quickly and calmly in emergency situations; be effective in a fast-paced emergency environment and make appropriate and timely decisions;
7. Work prolonged hours during emergencies or disasters and during training programs or preparedness exercises;
8. Maintain a high level of professionalism and confidentiality.

EDUCATION AND EXPERIENCE

The Deputy Emergency Management Director must be over 18 years of age, a citizen of the United States and should be available to respond to emergencies 24 hours a day, seven days a week.

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 outside year round at construction sites with hazardous conditions, traverse rough terrain, and occasionally travel to workshops.

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



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

September 16, 2013

TO: Board of Selectman

FROM: N. Reed Gustafson – Emergency Management Director

RE: EMPG Grant Application

The EMPG (Emergency Management Program Grant) allows the Town of Colchester to receive a reimbursement for FEMA for fifty percent of the Emergency Management Directors salary as well as fifty percent of the internet and phone cost at the EOC. The only requirement is that the EOC participate in the quarterly radio test with the DEMHS Region 4 office.

I recommend the Board of Selectman approve this grant request with a "Motion to approve the 2012 EMPG grant application and the First Selectman to sign all necessary documents for same".

AUTHORIZING RESOLUTION OF THE
Board of Selectmen – Town of Colchester, CT

CERTIFICATION:

I, Nancy Bray, the Town Clerk of the Town of Colchester, do hereby certify that the following is a true and correct copy of a resolution adopted by Board of Selectmen at its duly called and held meeting on September 19, 2013, at which a quorum was present and acting throughout, and that the resolution has not been modified, rescinded, or revoked and is at present in full force and effect:

RESOLVED, that the First Selectman, Gregg Schuster, may enter into with and deliver to the State of Connecticut Department of Emergency Management and Homeland Security any and all documents which it deems to be necessary or appropriate; and

FURTHER RESOLVED, that Gregg Schuster, as First Selectman of Town of Colchester, is authorized and directed to execute and deliver any and all documents on behalf of the Board of Selectmen and to do and perform all acts and things which he/she deems to be necessary or appropriate to carry out the terms of such documents, including, but not limited to, executing and delivering all agreements and documents contemplated by such documents.

The undersigned further certifies that Gregg Schuster now holds the office of First Selectman and that he has held that office since November 16, 2009.

IN WITNESS WHEREOF: The undersigned has executed this certificate this day of
Month Year.

Name and Title of Record Keeper





**FFY 2012 STATE HOMELAND SECURITY GRANT PROGRAM
REGION 4 MEMORANDUM OF AGREEMENT
CHECKLIST**



Please use this checklist to insure completion and accuracy of the following agreement. All items should be checked off once completed

1 Instructions for the Town of Colchester

Received by: _____ Phone Number: _____

For the MOA:

- A municipal point of contact been identified in Part III, Section L.
- The Chief Executive Officer has signed and dated the agreement.
- The Chief Executive Officer's name and title has been typed in the space provided.

For Appendix A

- The Chief Executive Officer has checked the box marked "NONE AT THIS TIME" or listed equipment and funding source as applicable. Please provide a detailed description and list only that equipment purchased with FFY 2012 grant funds.
- The Chief Executive Officer has signed and dated Appendix A.
- The Chief Executive Officer's name and title has been typed in the space provided.

For Amendment to Appendix A

Does not need to be completed at this time. This form is to be used at a later date if it is determined the town will serve as the custodial owner of regional equipment. No previous equipment shall be included in this amendment. Please hold onto Amendment to Appendix A in your files until further notice.

Authorizing Resolution Attached

The Blanket Resolution Template includes the recommended language for the resolution. If you do not use this template, the resolution must reference the FFY 2012 Homeland Security Grant Program. No other resolutions will be accepted.

Once complete, mail the complete MOA package to: Mr. Mark Paquette, Executive Director- Windham Region Council of Governments. 700 Main Street, Willimantic, CT 06226

2 Instructions for the Windham Region Council of Governments

Received by: _____ Phone Number: _____

Review and Signature

- The Chief Executive Officer has signed and dated the agreement.
- The Chief Executive Officer's name and title has been typed in the space provided.
- The Region 1 REPT Chair has signed and dated the agreement.
- The Region 1 REPT Chair's name has been typed in the space provided.
- All of the items listed on this checklist have been completed and are correct.

Once complete please contact the Strategic Planning and Community Preparedness Unit to schedule a MOA review meeting with Kristina Andres. You can contact her at 860-685-8038 or via email at Kristina.Andres@ct.gov.

DUE DATE: November 6, 2013

MEMORANDUM OF AGREEMENT

REGARDING USE OF FEDERAL FISCAL YEAR 2012 STATE HOMELAND SECURITY GRANT FUNDING AND CUSTODIAL OWNERSHIP OF REGIONAL ASSETS IN DEMHS REGION 4

I. AGREEMENT REGARDING THE USE OF FEDERAL HOMELAND SECURITY GRANT FUNDS TO SUPPORT REGIONAL SET-ASIDE PROJECTS

A. Introduction

The following facts are understood and agreed to by all parties:

1. The parties to this part of the Memorandum of Agreement (MOA) are the State of Connecticut Department of Emergency Services and Public Protection (DESPP), including the Division of Emergency Management & Homeland Security (DEMHS), the Town of Colchester (Colchester), the Windham Region Council of Governments (WINCOG), and the Region 4 Regional Emergency Planning Team (Region 4 REPT).
2. DESPP is the designated recipient and State Administrative Agency (SAA) of the United States Department of Homeland Security for Federal Fiscal Year 2012 State Homeland Security Grant Program (SHSGP), Grant Number EMW-2012-SS-99154, including the following programs: Metropolitan Medical Response System (MMRS); Citizen Corps Program (CCP). DEMHS is the division of DESPP responsible for program management of the grants, including consulting with the DEMHS Advisory Council, and the DEMHS Regional Planning Teams to provide a coordinated and integrated program of emergency management and homeland security.
3. The DEMHS Coordinating Council, now known as the DEMHS Advisory Council, has approved the allocation formula for grant funds available under such programs as the SHSGP, MMRS, CCP;
4. DEMHS is retaining pass-through funds from SHSGP Grant Number EMW-2012-SS-99154 in the total amount of \$1,381,344 on behalf of local units of government, for the following seven regional set-aside projects designed to benefit the state's municipalities:
 - a. Expanded Regional Collaboration;
 - b. Connecticut Intelligence/Fusion Center/Critical Infrastructure;
 - c. CBRNE Detection/IED Attack Deterrence;
 - d. Medical Preparation and Response;
 - e. NIMS/ICS Training and Exercise;
 - f. Metropolitan Medical Response System; and
 - g. Citizen Corps. Program
5. DEMHS – in coordination and cooperation with the municipalities located within DEMHS Region 4, including Colchester – has created, and established bylaws for, the Region 4 REPT, a multi-disciplinary, multi-jurisdictional regional group to facilitate planning and resource coordination within DEMHS Region 4.
6. Colchester is eligible to participate in those Federal Fiscal Year 2012 SHSGP regional allocations made through the Region 4 REPT and not included in the set-aside projects, in the amount of \$161,288 for Region 4, which will be made available to the jurisdictions in Region 4 in the manner recommended by the Region 4 REPT in accordance with its approved bylaws, upon execution of the grant application and as accepted by the SAA.

B. Purpose of Agreement

The SAA and Colchester enter into Part I of this MOA authorizing the SAA to act as the agent of Colchester and allowing the SAA to retain and administer grant funds provided under Grant Number EMW-2012-SS-99154 for the seven regional set-aside projects listed above, and also for WINCOG to provide the financial and programmatic oversight described below.

C. SAA and Colchester Responsibilities.

The SAA agrees to administer the SHSGP grant funds of \$1,381,344 in furtherance of the seven regional set-aside projects listed above.

Colchester agrees to allow the SAA to provide financial and programmatic oversight of the \$1,381,344 for the purpose of supporting the allocations and uses of funds under Grant Number EMW-2012-SS-99154

consistent with the 2012 State Homeland Security Grant Application that has been reviewed and approved by the federal Department of Homeland Security and supported by the Initial Strategy Implementation Spending Plan (ISIP) approved by the Emergency Management & Homeland Security Coordinating Council, now known as the DEMHS Advisory Council. Colchester agrees to allow the SAA to hold, manage, and disburse the grant funds that have been reserved for the seven regional set-aside projects listed above.

D. WINCOG and Colchester Responsibilities.

Colchester also agrees to allow WINCOG to provide financial and programmatic oversight of the Federal Fiscal Year 2012 regional allocation not included in the seven regional set-aside projects in the amount of \$161,288 targeted to member municipalities in DEMHS Region 4 and recommended through the Region 4 REPT in accordance with its approved bylaws. Such funds will be applied to specific projects developed and approved by the Region 4 REPT and DEMHS.

II. AGREEMENT REGARDING CUSTODIAL OWNERSHIP OF REGIONAL ASSETS

A. Introduction

The following facts are understood and agreed to by all parties:

1. The parties to this part of the Memorandum of Agreement (MOA) are the State of Connecticut Division of Emergency Management & Homeland Security (DEMHS), the Town of Colchester (Colchester), the Windham Region Council of Governments (WINCOG), and the DEMHS Region 4 Regional Emergency Planning Team (Region 4 REPT).
2. DESPP is the designated recipient and State Administrative Agency (SAA) of the United States Department of Homeland Security for grants awarded beginning in Federal Fiscal Year (FFY) 2004, up to the present time. DEMHS is the division of DESPP responsible for program management of the grants, including consulting with the DEMHS Advisory Council, and the DEMHS Regional Planning Teams to provide a coordinated and integrated program of emergency management and homeland security.
3. Colchester has agreed to operate as the custodial owner of the asset(s) described in Appendix A, on behalf of Colchester, the region, and if necessary, the State.
4. The parties also agree that Colchester may operate as the custodial owner of additional assets purchased on behalf of the Region from FFY 2012 grant funds, as approved by the Region 4 REPT, and DEMHS, which assets will be added to Appendix A by attached amendment within thirty (30) days of approval by the Region 4 REPT.
5. The Region 4 REPT has been established to foster regional collaboration and mutual aid through, among other things, collaborative plan development, resource sharing and coordination.
6. WINCOG has agreed to operate as the fiscal agent for the federal SHSGP grants awarded to DEMHS Region 4 for Federal Fiscal Year 2012;

B. Purpose.

DESPP/DEMHS, the Region 4 REPT, WINCOG, and Colchester, enter into Part II of this MOA regarding asset(s) for which Colchester agrees to be the custodial owner, and which are described in Appendix A, as may be amended.

C. Agreements and Responsibilities of the Parties.

1. Definitions.

As used in this MOA:

- The term "authorized training" means training that is authorized by DEMHS.
- The term "custodial owner" means a political subdivision or tribe that has agreed to accept title and responsibility for the asset(s), subject to possible redeployment under the terms outlined in Paragraph C(7) below.

2. Responsibilities of DEMHS, WINCOG.

In its role as SAA, DEMHS will subgrant funds to WINCOG, which, as the Region 4 Fiscal Agent, will procure the asset(s) listed in Appendix A.

3. Amendment of Appendix A.

The parties agree that decisions regarding the placement of regional assets in Colchester may be made after the execution of this agreement and that Appendix A shall be amended accordingly (see

attached form). Colchester agrees to be bound by the terms of this agreement for any asset added to Appendix A. The parties also agree that any amendment to Appendix A must be signed by the DEMHS Deputy Commissioner, the Chair of the Region 4 REPT, and the Chief Executive Officer, or his/her designee, of Colchester.

4. Responsibilities of Custodial Owner/Colchester.

Colchester understands that it is the Custodial Owner, on behalf of itself and the Region, of the asset(s) listed in Appendix A, as may be amended pursuant to Paragraph C(4) above. As Custodial Owner, Colchester agrees:

- a. To safeguard the asset(s) in a secure location, including, for example, providing refrigeration or protection from the elements, if appropriate;
- b. To regularly test, use and maintain the asset(s) in working order. It is understood by the parties that trained personnel of Colchester's municipal agencies may use the asset(s) for appropriate emergency response/emergency management purposes, including authorized training and exercise;
- c. To provide the asset(s) in a timely manner, in working order, and with appropriate staffing, if necessary, when deployment is requested: under the terms of this MOA; under a mutual aid agreement, including a civil preparedness mutual aid agreement approved by DEMHS, as required by Conn. Gen. Stat. §28-7(d); under the terms of the intrastate mutual aid system, Connecticut General Statutes §28-22a; or at any time by the State of Connecticut, including DEMHS;
- d. To provide the asset(s) in a timely manner, in working order, and with appropriate staffing, if necessary, when deployment is requested for authorized training and/or exercise;
- e. To maintain records of the use of the asset(s), including deployment for an actual incident or for authorized training, and to provide these records to DEMHS as requested;
- f. To maintain an inventory of the asset(s), including a unique tagging system (including the DEMHS logo) so that the asset(s) can be easily identified as separate from the Custodial Owner's other property, and to provide that inventory to DEMHS as requested.
- g. To maintain all necessary insurance regarding the asset(s) and their use;
- h. To cooperate with any state or federal audit of the asset(s) and/or their use;
- i. To abide by the bylaws and/or procedures established under any applicable State of Connecticut or regional plan;
- j. That the State, including DESPP/DEMHS, does not guarantee any further funding for, or provision of repairs to, the asset(s) beyond the terms of this MOA;
- k. That all maintenance and operations of the asset(s) by Colchester shall conform to the manufacturer's recommendations. If appropriate, Colchester shall maintain trained personnel available to transport and supervise the operation of the asset(s). All personnel or agents of Colchester performing any maintenance or repair services in connection with these asset(s) shall be fully qualified and authorized or permitted under federal, state, and local laws to perform such services.

5. Responsibilities of the REPT.

The Region 4 REPT understands and acknowledges that, in accepting responsibility as the custodial owner of the asset(s), Colchester is furthering regional collaboration and mutual aid on behalf of all of the members of Region 4.

6. Assignment of Asset(s).

If Colchester does not comply with the requirements under this MOA, or terminates its involvement in this MOA, then DEMHS, in consultation with the REPT Chair, may redirect the asset(s), preferably to a different town within the Region. Whenever possible, DEMHS will provide 60 days' notice before re-assigning the asset.

III. GENERAL TERMS OF AGREEMENT APPLICABLE TO ALL PARTS OF THIS MEMORANDUM OF AGREEMENT

A. Effective Date.

The terms of this agreement will become effective when all parties have executed it.

B. Authority to Enter Agreement.

DESPP/DEMHS is authorized to enter into this Agreement through the Deputy Commissioner of the Department of Emergency Services and Public Protection/ Division of Emergency Management & Homeland Security, pursuant to the authority provided under Connecticut General Statutes §4-8 and Titles 28 and 29. The Town of Colchester (Colchester) is authorized to enter into this agreement through its Chief Executive Officer, authorized pursuant to the attached [original or certified copy of resolution, ordinance or charter provision]. The other persons executing this Memorandum of Agreement (MOA) on behalf of their respective entities hereby represent and warrant that they have the right, power, legal capacity, and appropriate authority to enter into this agreement on behalf of the entity for which they sign, as indicated by valid resolutions, if necessary.

C. Duration of Agreement.

Part I of this MOA, as modified with the consent of the parties, remains in full force and effect until the end of the grant period, or any extension thereof, covered by this MOA, unless cancelled by the SAA, giving Colchester written notice of such intention at least thirty (30) days in advance. Any party may terminate its involvement with Part II of this agreement upon sixty days' written notice to the other parties. DESPP/DEMHS reserves the right to cancel any funding under this MOA without prior written notice when the funding is no longer available.

D. Amendment of the Agreement.

This agreement may be modified upon the mutual written consent of the parties.

E. Litigation.

The Parties agree to good faith consultation with one another to resolve disagreements that may arise under or relating to this MOA before referring the matter to any other person or entity for settlement. The Parties agree that any disputes under Part II, Paragraph C.6 shall be resolved by DEMHS. The Parties also agree that the sole and exclusive means for the presentation of any claim against the State, including the SAA, arising from this agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Parties further agree not to initiate legal proceedings in any State or Federal Court in addition to, or in lieu of, said Chapter 53 proceedings.

F. State Liability.

The Parties agree to indemnify and hold harmless the State of Connecticut with regard to the activities described within this MOA, and recognize that the State does not waive its right to sovereign immunity with regard to any provision of this MOA. The State of Connecticut assumes no liability for funding under the terms of this MOA until Colchester, through the Region 4 REPT, is notified by the SAA that this MOA has been approved and executed by DESPP/DEMHS and by any other applicable state agency.

G. Audit Compliance.

If Colchester, through the Region 4 REPT, agrees to serve as a host or custodial owner of equipment purchased with the grant funds referenced in this MOA, then Colchester must comply with the Federal Single Audit Act of 1984, P.L. 98-502 and the Amendments of 1996, P.L. 104-156 and with the Connecticut Statutes §7-396a and 396b, and the State Single Audit Act § 4-230 through 236 inclusive, and the regulations promulgated thereunder. Colchester agrees that all fiscal records, if any, pertaining to the projects shall be maintained for a period of not less than three (3) years from the date of the signing of this MOA. Such records will be made available to state and/or federal auditors upon request.

H. Lobbying, Debarment, and Suspension.

Colchester commits to compliance with the requirements under 28 CFR Part 66 (Uniform Administrative Requirements for Grants to States); 28 CFR Part 69, New Restrictions on Lobbying; 28 CFR Part 67, Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug Free Workplace (Grants); Office of Management and Budget (OMB) Circular A-87, addressing cost principles for grants to state and local governments; 28 CFR Part 70 (Common Rules for Administrative Requirements for Grants to Non-Profits); OMB Circulars A-122 and A-21 addressing Cost Principles for Grants to Non-Profit Entities and requirements included in the Department of Homeland Security Office of Grants and Training Financial Guides.

I. Executive Orders.

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 cancelled, terminated or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Three, or any State or federal law concerning non-discrimination, 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. Three is incorporated herein by reference and made a part hereof. The parties agree and abide by said Executive Order and agree that the State Labor Commissioner shall have

continuing jurisdiction in respect to contract performance in regard to non-discrimination, until the contract is completed or terminated prior to completion. Colchester 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. Three, and that it will not discriminate in its employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner.

This contract is also subject to the provision of Executive Order No. 16 of Governor John G. Rowland promulgated August 4, 1999 adopting a zero tolerance policy for workplace violence, and as such, this contract may be cancelled terminated or suspended by the State for violation of or noncompliance with said Executive Order No. Sixteen. The parties to this contract, as part of the consideration hereof, agree that said Executive Order No. Sixteen is incorporated herein by reference and made a part thereof. The parties agree to abide by such Executive Order.

The contract is also subject to provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such this contract may be cancelled, terminated or suspended by the contracting agency or the State Labor Commissioner for violation of or non-compliance with said Executive Order No. Seventeen, 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. Seventeen is incorporated herein by reference and made a part hereof. The parties agree to abide by such 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.

J. Non-Discrimination Clause.

In accordance with Public Act 88-351, the Town agrees and warrants that, (a) For the purposes of this section, "minority business enterprise" means any small grantee or supplier of materials fifty-one percent or more of the capital stock, if any, or asset(s) of which is owned by 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 Conn. Gen. Stat. Sect. 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" 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.

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

For purposes of this section, "Public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway, or other changes or improvements in real property, or which is financed in whole or in part by the State, including but not limited to, matching expenditures, grants, loans, insurance or guarantees.

The Town agrees and warrants that in the performance of the contract such Town will not discriminate or permit discrimination against any person or group or persons on the grounds of race, color, religious creed, age, marital status, national origin, sex, mental retardation or physical disability, including but not limited to, blindness, unless it is shown by such Town 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 Town further agrees to take affirmative action to insure that applicants with job related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such Town that such disability prevents performance of the work involved: the Town agrees, in all solicitations or advertisements for employees placed by or on behalf of the Town, to state that it is an "affirmative action – equal opportunity employer" in accordance with the regulations adopted by the Commission; the Town agrees to provide each labor union or representative of workers with which such Town has a collective bargaining agreement or other contract of understanding and each vendor with which Town has a contract of understanding, a notice to be provided by the Commission advising the labor union of workers' representative of the Town's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; the Town agrees to comply with each provision of this section and Conn. Gen. Stat. Sect. 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Conn. Gen. Stat. Sect. 46a-56, as amended by Section 5 of Public Act 89-253, 46a-68e and 46a-68f; the Town agrees to provide the Commission of Human Rights and Opportunities with such information requested by the Commission, permit access to pertinent books, records and accounts,

concerning the employment practices and procedures of the Town as related to the provisions of this section and section 46a-56. If the contract is a public works contract, the Town agrees and warrants that he will make good faith efforts to employ minority business enterprises as subgrantees and suppliers of materials on such public works project.

Determination of the Town's good faith efforts shall include but shall not be limited to the following factors: The Town'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.

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

The Town shall include the provisions of subsection (b) of this section in every subcontract or purchase order entered into in order to fulfill any obligation or a contract with the State and such provisions shall be binding on a subgrantee, vendor or manufacturer, unless exempted by regulations or orders of the Commission. The Town 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 non-compliance in accordance with Conn. Gen. Stat. Sect. 47a-56, as amended by Section 5 of Public Act 89-253; provided, if such Town becomes involved in, or is threatened with litigation with a subgrantee or vendor as a result of such direction by the Commission, the Town may request the State of Connecticut to enter into any such litigation prior thereto to protect the interest of the State and the State may so enter.

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

Pursuant to Public Act 89-227, as amended, as of January 1, 1991, no agency of the State of Connecticut may purchase new products packaged in or composed in whole or part of polystyrene foam if such foam is manufactured using chlorofluorocarbons (CFC). Manufacturers are required by the Act to provide information regarding the CFC content of polystyrene foam used in such products or packaging to any person selling the product who requests such information. By submitting an offer to sell to or accepting an order from the State of Connecticut the vendor certifies that no CFC are used in the manufacture of polystyrene foam contained in such products or packaging.

K. Non-discrimination on the Grounds of Sexual Orientation.

1. The Town agrees/warrants that in the performance of the contract such Town 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 Town agrees to provide each labor union or representative of workers with which such Town has a collective bargaining agreement or other contract or understanding and each vendor with which such Town has a contract or understanding and each vendor with which such Town or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Town's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;
3. The Town agrees to comply with each provision of this Section and Sections 46a-68f of the General Statutes and with each regulation or relevant order issued by said Commission pursuant to Sections 46a-56, 46a-68e and 46a-68f of the General Statutes;
4. The Town 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 Town as related to the provisions of this section and Section 46a-56 of the General Statutes.
5. The Town shall include the provisions of paragraph (1) of this addendum 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 subgrantee, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Town shall take such actions with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for non-compliance in accordance with Section 46a-56 of the General Statutes; provided, if such Town becomes involved in, or is threatened with, litigation with a subgrantee or vendor as a result of such direction by the Commission, the Town 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.

L. Points of Contact.

1. The Point of Contact for the SAA	
Name & Title: Deputy Commissioner William P. Shea	
Address: 25 Sigourney Street, 6 th Floor, Hartford, CT 06106	
Emails: William.shea@ct.gov and Rita.Stewart@ct.gov	Phone: 860-256-0800
	Fax: 860-256-0815
2. The Point of Contact for Colchester (Please fill in the following fields)	
Name & Title:	
Address:	
Email Address:	Phone:
	Fax:

M. Other provisions.

Nothing in this agreement is intended to conflict with current laws or regulations of the State of Connecticut or Colchester. If a term of this agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the dates written below:

THE TOWN OF COLCHESTER

By: _____ Date: _____
 Its Chief Executive Officer
 Duly Authorized
 Typed Name &
 Title: _____

THE WINDHAM REGION COUNCIL OF GOVERNMENTS

By: _____ Date: _____
 Mark N. Paquette, Executive Director
 Duly Authorized

THE REGION 4 REGIONAL EMERGENCY PLANNING TEAM

By: _____ Date: _____
 Its Chair
 Duly Authorized
 Typed Name: _____

**DEPARTMENT OF EMERGENCY SERVICES AND PUBLIC PROTECTION
 DIVISION OF EMERGENCY MANAGEMENT & HOMELAND SECURITY**

By: _____ Date: _____
 William P. Shea
 Its Deputy Commissioner
 Duly Authorized

Appendix A

The following is a list of the assets for which the Town of Colchester has agreed to serve as the custodial owner:

NONE AT THIS TIME

Equipment Description

THE TOWN OF COLCHESTER

By:

Its Chief Executive Officer
Duly Authorized
Typed Name &
Title: _____

Date: _____

MEMORANDUM OF AGREEMENT

REGARDING USE OF
FEDERAL FISCAL YEAR 2012 STATE HOMELAND SECURITY GRANT FUNDING
AND CUSTODIAL OWNERSHIP OF REGIONAL ASSETS
IN DEMHS REGION 4

AMENDMENT TO APPENDIX A

FOR THE TOWN OF COLCHESTER

Equipment Description

THE TOWN OF COLCHESTER

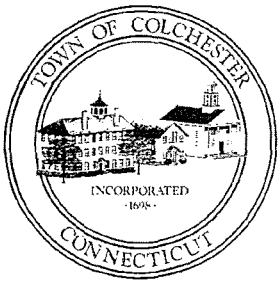
By: _____ Date: _____
Its Chief Executive Officer
Duly Authorized
Typed Name &
Title: _____

THE REGION 4 REGIONAL EMERGENCY PLANNING TEAM

By: _____ Date: _____
Its Chair
Duly Authorized
Typed Name: _____

DEPARTMENT OF EMERGENCY SERVICES AND PUBLIC PROTECTION DIVISION OF EMERGENCY MANAGEMENT & HOMELAND SECURITY

By: _____ Date: _____
William P. Shea
Its Deputy Commissioner
Duly Authorized



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

Gregg Schuster, First Selectman

MEMORANDUM

To: Board of Selectmen

Cc:

From : Derrick Kennedy, Executive Assistant to the First Selectman

Date: 09/16/13

Re: AppliTrack Recruiting Software

Currently, paper and employee-created systems compile and track the employee hiring process. When a job is posted, all applicants must apply to the First Selectman's Office. Not all applicant packets are the same. When posting on Monster.com and other job websites, applicants have the ability to respond to a vacancy by using the website-given "reply" option, which comes to the First Selectman's Office via e-mail and does not conform with our application.

AppliTrack is a pre-made software service that can be molded to fit each municipality and board of education that uses the software. It is used by several other Towns and Boards of Education in the State. This software will make all applicants submit the same paperwork necessary for each job posting. Further, the Town will have the ability to sort applicants by varying degrees of qualification and experience. Finally, hired applicants who have already entered their information into the program will have it automatically downloaded into our financial software for an easy transition.

Currently, the Colchester Board of Education uses the system and their staff. There is an annual fee of \$730, which was budgeted for in this current fiscal year. The Town can opt-out at any time and will be credited the remaining, pro-rated amount.

Recommended Motion – "Move to approve the AppliTrack Terms of Service and authorize the First Selectman to sign all necessary documents."

AppliTrack Recruiting Order Form and Terms of Service



Fax the first page of the completed form to 847-568-0301 to begin AppliTrack service.

Today's Date:	9/16/2013	Annual Cost:	\$730
Organization:	Town of Colchester, CT	Target "Go Live" Date:	ASAP
Primary Contact:	Gregg Schuster		
Primary Email:	selectman@colchesterct.gov		
Implementation Contact: (Optional)	Same		
Implementation E-Mail: (Optional)			
Billing Contact: (Optional)			
Billing E-Mail: (Optional)			
Address:	127 NORWICH AVE Colchester, CT		
Phone Number:	860.537.7220	Fax Number:	
Website:	www.colchesterct.gov		

PAYMENT INFORMATION: Colchester CT will receive a free trial of AppliTrack Recruiting through November 30, 2013! Invoices will be sent annually thereafter unless the Town cancels its subscription.

Please circle your preferred billing cycle: Annually

Purchase Order #: _____ (OPTIONAL)

By signing below, I agree to the AppliTrack Terms of Service.

Authorized Signature _____ Date _____

8725 W. Higgins Road, Suite 325, Chicago, Il. 60631
(P) 866-667-1277 (F) 847-568-0301 (E) sales@aspexsolutions.com
www.aspexsolutions.com

APPLITRACK TERMS OF SERVICE

By using the AppliTrack system website (hereinafter referred to as the "Service"), a service of General ASP Inc. ("General ASP"), you agree to accept the following Terms and Conditions ("Terms of Service").

Any new features that augment or enhance the current Service shall be subject to the Terms of Service. Continued use of the Service after any such changes shall constitute your consent to such changes.

1. SERVICE DEFINITION

The Service is a web-based solution provided via the web site www.applitrack.com. The Service may be used to post an unlimited number of vacancies and accept and manage an unlimited number of employment applications.

Some features available in the Service include:

- a. Management of job vacancies
- b. Posting of vacancies to Client's website and K12JobSpot.com*
- c. A customizable employment application
- d. Management of candidate applications
- e. Unlimited storage space for documents attached to candidate files
- f. Reference survey management

Additional features that are developed during the Terms of Service will automatically be made part of the Service for no additional fee. Not all new features are enabled by default. Enabling a feature may require the customer to notify General ASP or access the Setup control panel. Significant changes to existing features will be announced via monthly customer e-newsletter and the General ASP blog at www.generalasp.com/home/blog.aspx.

* Posting to K12JobSpot.com is limited to our education customers.

2. SUPPORT

General ASP will provide Client, through its authorized account contacts, with prompt technical support on setting up and configuring Service, access to Service, and other issues related to the Service provided by General ASP at no additional charge.

General ASP does not offer customer support for any other applications, services or hardware.

E-mail technical support:

Email Hours: 24 hours, 7 days per week, 365 days of the year

Email Address: support@generalasp.com

Phone technical support:

Phone Hours: 8 AM to 6 PM CST Monday through Friday, excluding U.S. national holidays

Phone Number: 847-475-2283 x1

After hours emergency support:

Send an email to serverAlerts@generalasp.com stating the nature of the emergency and your contact information. The system managers on staff will be paged with your message.

Only Account Administrators may request information, changes, or technical support for the account.

Upon contacting Support, Client will be required to provide an account username and a full description of the problem including error messages, screenshots, and other troubleshooting information as requested by Technical Support personnel.

Requests for support shall be responded to within four (4) business hours for Critical support requests and within one (1) business day for Non-Critical Requests. Critical requests shall be resolved within twenty-four (24) hours. Non-Critical Requests shall be resolved on a first-come first-served basis, typically within two (2) to five (5) business days, depending on the complexity of the inquiry and support requests volume.

Critical requests are defined as one of the following: (i) a complete failure that results in the inability by Client to use Service for a period longer than four (4) consecutive hours or (ii) the loss, corruption or unintended migration of Client data. Client agrees to contact General ASP via all possible contact methods available, including paging General ASP.

Candidate technical support:

Technical support for applicants is provided solely via a "Request Technical Help" link on the start page. All applicant issues will be responded to within one (1) business day and resolved within two (2) business days 90% of the time.

3. TRAINING

Two hours of online training are included with all accounts unless stated otherwise. Additional training, both onsite and online, may be purchased. Rates are found at www.generalasp.com.

4. PAYMENT AND REFUND TERMS

General ASP will send advance invoices in accordance with the billing cycle chosen during sign up. All invoices must be paid within 90 days or Client's Service is subject to cancellation.

If the Client cancels the Service it will be refunded for whole months unused in a billing cycle. No partial month refunds can be made. In order to treat everyone equally, no exceptions will be made.

Not-for-Profit Agencies (educational, park and recreation, municipality, 504(c)3 organizations)

Client's annual fee will remain constant for two years from the start of Service. After two years, it will adjust to the current rate if the annual fee for Service increased.

The Client is grandfathered into the price structure in place at the time of sign up. If the Client is entitled to a price reduction, because their FTE fell, then Client must notify sales@generalasp.com in order to have their annual fee adjusted.

For-Profit Agencies

Client's annual fee will be reviewed yearly and adjusted to reflect any increase in FTE. If the Client is entitled to a price reduction due to a decrease in FTE, the Client must notify sales@generalasp.com in order to have their annual fee adjusted.

5. GENERAL TERMS

- a. You are responsible for maintaining the privacy and security of your account. General ASP will not be held liable for any damage or loss that may result from your failure to protect your login information, including your password.
- b. You are responsible for all your activity and content you post. You may not use the Service for any illegal or unauthorized purpose.
- c. You must not modify, adapt or hack the Service or modify another website so as to falsely imply that it is associated with the Service, General ASP, or any other General ASP service.
- d. You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service without the express written permission by General ASP.
- e. We may, but have no obligation to, remove Content and Accounts containing Content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service.
- f. You must not upload, post, host, or transmit unsolicited content (including "spam" messages).
- g. You must not transmit any worms or viruses or any code of a destructive nature.
- h. Any questions regarding the Terms of Service should be addressed to sales@generalasp.com.

6. NETWORK AVAILABILITY AND UPTIME

General ASP guarantees that the system shall be available and usable 99.9% of the time, measured on a calendar-month basis. All duties related to meeting this uptime guarantee shall be an obligation of General ASP. General ASP warrants that it will perform or provide the following functions and duties and that the system shall function in accordance with the specifications below and with any other published specifications not inconsistent herewith.

These include:

- a. 99.9% uptime per month (at least)
- b. Redundant power and internet connections
- c. Daily data backups
- d. Daily virus scans
- e. Network checks every one minute, with a 15 second failure threshold
- f. Service and security patches installed as soon as practical

7. CUSTOMIZATION AND FEATURE REQUESTS

General ASP will assist Client with the customization of the Service for the duration of time Client uses the Service. Client may send customization requests to support@generalasp.com and fax (847) 568-0301. Customization requests will be responded to within one business day. General ASP acknowledges that Client must approve all requests which would incur a charge as stated below.

All clients, unless explicitly stated otherwise, will not be charged:

- a. For the first six hours of customization requests sent before Client links its website to the Service ("goes live").
- b. For the first two hours of customization requests sent per month after Client goes live.

Feature Requests are encouraged but are not considered Customization. Feature Requests are placed into a queue and monitored for demand. All requests are developed on a timeline determined by General ASP.

Client acknowledges that any Customization or Feature Request done to the Service becomes part of the Service as a whole and may be distributed to other Clients, but in no case will any Client data be distributed to any outside party without Client's written approval. Any Customization or Feature that is distributed to all clients shall not be charged against Client. Additional work performed outside of the scope of this paragraph will be billed at the rate of \$65/hour.

8. USE OF SYSTEM

General ASP grants Client unlimited use of the administrative portion of the system by an unlimited number of Client employees. Client is not authorized to give other organizations access to the administrative portion of the system or otherwise share the system with anyone outside the Client organization.

9. OWNERSHIP OF SYSTEM AND DATA

Client acknowledges that General ASP is the sole owner of Service. General ASP acknowledges that Client is the sole owner of all applicant and vacancy data. General ASP agrees that, when directed by Client, it will provide a full data extract of all Client data to Client via electronic media within 10 business days of Client's written request. General ASP reserves the right to download data for maintenance and backup purposes only and it shall be maintained subject to the confidentiality requirements hereinafter described.

10. CONFIDENTIALITY

General ASP recognizes and acknowledges that the Terms of Service creates a confidential relationship between General ASP and Client, and that all information contained within Service, as well as Client's business affairs is confidential in nature. All such information concerning Client is hereinafter collectively referred to as "Confidential Information."

11. NON-DISCLOSURE

General ASP agrees that, except as directed by Client, it will not at any time during or after the term of the Terms of Service disclose any Confidential Information to any person whatsoever and that upon the termination of service it will turn over to Client all database files, documents, papers, and other matter in its possession or control that relate to Client.

12. TERMINATION

This Terms of Service may be terminated at any time, for any reason by mutual Terms of Service of the parties. Client may terminate service when it determines that termination is in the best interests of the Client by giving General ASP 30 days written notice of the termination.

13. HEADINGS

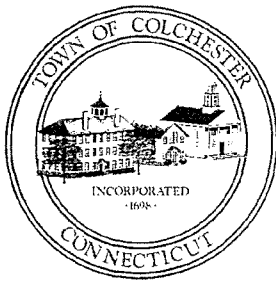
The headings that appear in this Terms of Service have been inserted for the purpose of convenience and ready reference. They are not intended to and shall not be deemed to define, limit or extend the scope or intent of any provision thereof.

14. OPTIONS AND FEATURES INCLUDED IN PRICING

The following features are will be provided, upon request, to each school district at no additional cost:

- Prescreening Instruments Integration: Polaris TeacherFit and JobFit, HUMANeX Ventures, Gallup Teacher/Principal Insight, Haberman StarTeacher
- Substitute Management Integration: Aesop and SubFinder
- HRMS/Payroll Integration: iVisions, IFAS, PeopleSoft, DigitalSchools, MUNIS, BudgetSense, SISFin
- Employment Board Integration: K12JobSpot.com, KEEB, EdPost, NJSchoolJobs.com
- Background Check Integration: SafeSchools, Safe Hiring Solutions
- LDAP Authentication
- Job Fair Quick Form Tool
- Applicant Watch List
- Electronic Reference Survey Tool

This list may expand as new projects are completed.



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

Gregg Schuster, First Selectman

MEMORANDUM

To: Board of Selectmen

Cc:

From : Derrick Kennedy, Executive Assistant to the First Selectman

Date: 09/17/13

Re: Employee Assistance Program

Please find attached the updated contract between the Town of Colchester and Solutions Employee Assistance. Last year, our former EAP provider, the Center for Work and Family of United Community and Family Services (UCFS) transitioned their EAP Program contracts to Solutions. This year reflects a full year with Solutions. The contract, cost per employee, and any other cost are the same as previous years.

The Town has not had any issues or concerns with UCFS/Solutions from either the company or employees. The cost per employee for this service has been budgeted in this fiscal year.

Recommended Motion – “Move to approve the contract with Solutions to serve as the Town’s Employee Assistance Program from July 1, 2013 to June 30, 2014 and authorize the First Selectman to sign all necessary documents.”

SOLUTIONS

FOR PEOPLE IN THE WORKPLACE

883 Paddock Avenue, Suite 2
Meriden, CT 06450
(800) 526-3485

August 28, 2013

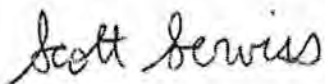
Dear Greg,

As you are aware, Solutions Employee Assistance Program has been providing Employee Assistance services to your employees since December 2012. As per the memorandum of understanding previously executed, Solutions has provided services under the Center for Work and Family of United Community and Family Services (UCFS) contract. The enclosed renewal contract also honors the current terms, pricing, and service structure of your EAP contract.

Please obtain a signature and send the signed contract back via e-mail, fax, or mail. When we receive the signed contract it will be signed by our CEO, Sam Moy, Ph.D., and we will return a fully executed copy for your file.

As the Groton office EAP manager, I am your main contact for any requests, questions or concerns. I can be reached at (800) 526-3485 x105. Please feel free to contact Tom Matthews, the EAP director, if you have any questions and I am not available. Tom can be reached at (800) 526-3485 x109.

We appreciate your business and look forward to a long and productive working relationship with you.



Scott Serviss, Psy.D.
EAP Manager
Solutions EAP
21 Chicago Ave
Groton, CT 06340



SERVICE AGREEMENT

This document is to serve as a Service Agreement between **Town of Colchester** and **Behavioral Health Connecticut, LLC d/b/a Solutions EAP ("Solutions")**, concerning the implementation and operation of an Employee Assistance Program. This agreement will remain in effect for one year beginning **July 1, 2013** and shall remain in full force and effect until **June 30, 2014**, at which time the term shall be automatically renewed for an additional one-year term and for additional subsequent one-year terms unless terminated as provided herein.

Either party may terminate this Agreement, for any reason whatsoever, by giving the other party ninety (90) days written notice prior to the commencement of a renewal term, in which event such termination shall be effective upon the expiration of such renewal term. Either party may also terminate this Agreement upon a material breach of this contract by either party, provided that the breaching party shall have thirty (30) days to cure its breach.

In accordance with this agreement, Solutions agrees to provide the following services:

1. Consultation in developing appropriate policies and procedures regarding the Employee Assistance Program.
2. One (1) Supervisor Training will be provided annually on-site. The Supervisor Training shall include the roles of supervisor in EAP, the effect of personal problems on job performance, corrective interviewing and referral process.
3. Unlimited telephonic consultation services for Managers and Supervisors.
4. Organizational Consultations are billed at \$250 per hour, per Solutions clinician.
5. Critical Incident Stress Debriefing services are billed at the rate of \$250 per hour, per Solutions clinician.
6. One (1) employee workshops annually. *Additional hours of employee workshops are billed at the rate of \$200 per hour, per staff, after free training has been utilized. *Does not include Sexual Harassment Training.
7. Brochures, cards, letters, posters, newsletters, and general education and information materials to inform employees and family members about the use and benefits of the Employee Assistance Program.
8. Access to *STRESStips*, *PARENTips* and *LIFEtips* services to provide employees and family members with a broad variety of informational materials upon request.
9. Access to American Consumer Credit Counseling for debt related problems.



10. Assessment, brief counseling, referral to community resources and follow-up to employees and family members. Up to four (4) sessions will be provided per reason for referral, per year. Telephonic consultation is also available.
11. 24-hour coverage of the EAP phone line to provide crisis intervention services.
12. Yearly evaluation and review of statistical information on referred employees and programmatic activity.

In accordance with this agreement, the Employer agrees to provide:

1. Training sites and schedules for supervisory training and employee orientation sessions.
2. Assistance in developing appropriate policies and procedures regarding the ongoing development of the Employee Assistance Program.
3. Periodic distribution to employees of EAP information and awareness material to employees and family members.
4. Cooperate in an evaluation and review effort.

The Employer agrees to pay an annual fee of \$22.00/employee per year for the aforementioned services rendered by Solutions. Any costs incurred for treatment beyond the EAP sessions or for referral to another provider will be the responsibility of the employee or the employee's health insurance carrier.

All fees due and unpaid after thirty (30) days from the due date shall accrue interest daily at a rate of eighteen percent (18%) per annum until paid in full. Amounts that are unpaid ninety (90) days after the invoice date may result in the suspension of services.

Prior to each subsequent renewal date, Solutions and Employer shall reach agreement as to the new annual fee under this agreement for the subsequent contract year.

Town of Colchester

Behavioral Health Connecticut, LLC
(dba Solutions EAP)

Date

Date



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

Date: September 17, 2013

To: Board of Selectmen

From: N. Maggie Cosgrove, CFO

Subject: Voluntary Life Insurance for Employees

Background

The Town and BOE have received requests from employees to offer a voluntary life insurance product that would be paid for through payroll deductions. These requests were referred to our employee benefit consultant Lockton Companies for review and a recommendation, which was then presented to Town and BOE officials. In order to proceed with offering the voluntary life insurance product provided by Texas Life, employer agreements must be executed by both the Town and Board of Education.

Steve Eisenberg, Vice President, Voluntary Benefits & Executive DI, NE Practice Leader from Lockton will be present at the meeting to answer any questions.

Recommendation

Authorization for First Selectman to sign the Texas Life Employer Agreements.

CASE IMPLEMENTATION FORM

For New Cases and Re-enrollments

TEXASLIFE INSURANCE COMPANY

For **NEW CASES**: Complete Sections I and II

For **RE-ENROLLMENTS**: Complete Section I

For home office approval prior to enrollment, fax to 254.754.7629 or e-mail to caseimpform@texaslife.com.
(Note: If enrolling electronically, two weeks notice is required for set-up.)
Any questions? Call 800.283.9233 ext 6850

Date: _____

SECTION I

GENERAL INFORMATION

Employer Name: _____

Employer Street Address: _____

Phone: _____ Fax: _____ E-mail: _____

Total number of Eligible Employees: _____

Enrollment start date: _____ Enrollment end date: _____

First deduction date: _____

Note: The issue date (premium due date) will be set by Texas Life based upon the first deduction date.

How many payroll deductions will be made annually for voluntary benefits:

52 48 26 24 12 Other

If "Other," give details: _____

Current Employee Benefit eligibility period for core and other benefits:

Immediate 30 days 60 days 90 days 120 days 150 days 180 days

Multi-state locations? Yes No

If "Yes," list states : _____

Do any employees live in any of the following states? (Check all that apply.)

AK FL GA IA LA MI MS NC NH OK SD WV

Enrollment Method: Paper Laptop Web-based assisted

If enrolling electronically, what software:

Texas Life's eas-e Common Census Benefit Focus Selerix Other _____

PRODUCER INFORMATION

Servicing Agent name: _____ Agent #: _____

(The Servicing Agent will receive all case correspondence.)

Agency name: _____

Address: _____

Phone: _____ Fax: _____ E-mail: _____

Send copy of underwriting offer to: _____

Please list all enrollers working on this case (use a separate sheet if needed): _____

Are all enrollers appointed with Texas Life in all states where appointment is required?

Yes No *(If "No," contact 800.283.9233 ext 6890 for appointment.)*

Please Note: All agents and enrollers must be licensed in the state(s) where applications for policies are solicited, and must be appointed by Texas Life Insurance Company.

PREMIUM SPLIT INFORMATION

IMPORTANT: THIS SECTION MUST BE RECEIVED BEFORE APPLICATIONS CAN BE PROCESSED

Provide Name, Agent Number and Premium Split Percentage.

Name: _____ Agent #: _____ Percentage? _____

Name: _____ Agent #: _____ Percentage? _____

Name: _____ Agent #: _____ Percentage? _____

Name: _____ Agent #: _____ Percentage? _____

Name: _____ Agent #: _____ Percentage? _____

Note: Percentages are for premium split only and not for commissions. Contact Marketing Administration at 800.283.9233 ext 6890 for questions related to commission.

SUPPLIES

Brochure Quantity: _____

Advertising Items Quantity: _____ (Trifolds, Enrollment Posters, Tent Cards)

Ship To: Name: _____

Street: _____

City/State/Zip: _____

Special remarks: _____

SECTION II

PRODUCT INFORMATION

Texas Life Product Offered:

PureLife-plus (UL) VPL-plus (WL) PureLife70 (NJ only) PureLife (PA only)

SOLUTIONS Series (WL, Actively at work): 521 423 421 321 221 121

Benefits/Riders: No additional benefits Accidental Death Benefit Waiver of Premium

Describe nature of business: _____

BILLING INFORMATION

Who will deliver deduction information to the employer?

Broker Enrollment Company Texas Life

Who will do the billing? Texas Life Other _____

Billing contact: _____

Employer billing address: _____

Phone: _____ Fax: _____ E-mail: _____

Are multiple billing locations needed? Yes No

If "Yes," give details: _____

Are department codes needed on the bill? Yes No

Will Employer pay any part of the premium? Yes No

Special remarks: _____

Only in California: Will ALL solicitation occur at the work place? Yes No

Please Note: In California, sales at a senior's home require a written notice to be delivered to the Texas Life home office and to the senior at least 24 hours prior to the meeting in the home. (CIC Section 789.10) Form # 09Mo70 is available on the internet at www.texaslife.com, or you may deliver your own notice in a substantially similar form.

IMPORTANT: To expedite processing of applications, sign and return the attached employer agreement with this form for all new cases.

Since 1901 | 900 Washington | Post Office Box 830 | Waco, Texas 76703-0830 | 800.283.9233 | 254.752.6521

VOLUNTARY LIFE INSURANCE EMPLOYER AGREEMENT

Texas Life Insurance Company and _____ (Employer), agree to provide for the Employer's eligible Employees a Payroll Deduction Program for payment of premiums on Texas Life's individual voluntary life insurance policies. The Employer will deduct from the salary or wages of all participating Employees the premiums on their policies and remit the amount deducted to Texas Life at its home office in Waco, Texas, on the Common Due Date(s) (as defined below). The Employer will give prompt notice to Texas Life's agent or home office, of the name(s) and policy number(s) of any participant who leaves its employ, changes a payroll deduction authorization, dies, or for whom payroll deductions will no longer be made for any reason.

Eligible Employees will be those who have been employed for the minimum time required for the payroll deduction program selected at enrollment date and _____ (other requirements, if any).

The Common Due Date for this program is the _____ day of each month, and the first Common Due Date for this program will be _____. Texas Life will furnish to the Employer, as part of each bill, a detailed statement showing the individuals and total amounts due and any current charges, according to its records at billing date.

To assist Texas Life in complying with customer identification requirements of the USA Patriot Act, the Employer states that: (1) any Employee census information provided to Texas Life was accurate, to the best of the Employer's knowledge, when given, and (2) the Employer has confirmed the identity of each Employee at hiring, or otherwise, by viewing a government-issued photographic identification document.

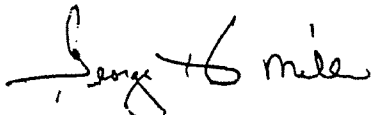
This agreement may be terminated at any time by the Employer or by Texas Life Insurance Company upon furnishing 90 days written notice. If this agreement is terminated, the Employer will be responsible only for the remittance to Texas Life of any full premiums deducted prior to the termination date. In the event deductions for any particular policy are to be discontinued on other than a Common Due Date, the amounts already withheld from pay, if any, are to be refunded to the Employee, and Texas Life is to be notified as provided above.

Executed this _____ day of _____, 20_____.

Texas Life Insurance Company, Waco, Texas

Employer: _____

By:



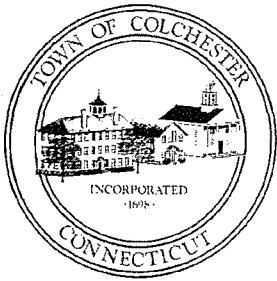
George H. Miller, Vice President

By: _____

Print Name: _____

Title: _____

Texas Life enters into arrangements with entities (Intermediaries) that may participate in the sale of its products. Texas Life may pay the Intermediary base commission for the sale and renewal of the products and may pay additional compensation such as payments, fees, commissions, awards, overrides, bonuses, contingent commissions, loans, gifts, prizes or other valuable consideration. If you would like further information, ask your Intermediary or Texas Life for details.



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

Gregg Schuster, First Selectman

MEMORANDUM

To: Board of Selectmen

Cc:

From : Derrik Kennedy, Executive Assistant to the First Selectman

Date: 09/17/13

Re: Main Street Investment Fund Program – Grant Award

Please find attached the notice of grant award for the Main Street Investment Grant, which will help fund the Linwood Avenue Streetscape Project. The grant award is for \$285,000.

Recommended Motion –

Be it RESOLVED, that the Town of Colchester Board of Selectmen authorizes submission of the funding application for the Linwood Avenue Streetscape Project under the Main Street Investment Fund Program referenced in Section 78 and 79 of the PA 11-1; and,

FURTHER RESOLVED, that Gregg Schuster, First Selectman of the Town of Colchester, is authorized and directed to execute and deliver any and all documents on behalf of the Town of Colchester and to do and perform all acts and things which he deems to be necessary or appropriate to carry out the terms of such documents, including, but not limited to, executing and delivering all agreements and documents contemplated by such documents.



**AUTHORIZING RESOLUTION OF THE
TOWN OF COLCHESTER BOARD OF SELECTMEN**

CERTIFICATION:

I, Nancy Bray, Town Clerk of the Town of Colchester, do hereby certify that the following is a true and correct copy of a resolution adopted by the Colchester Board of Selectmen at its duly called and held meeting on September 19, 2013, at which a quorum was present and acting throughout, and that the resolution has not been modified, rescinded, or revoked and is at present in full force and effect:

RESOLVED, that the Town of Colchester Board of Selectmen authorizes submission of the funding application for the Linwood Avenue Streetscape Project under the Main Street Investment Fund Program referenced in Section 78 and 79 of the PA 11-1; and

FURTHER RESOLVED, that Gregg Schuster, First Selectman of the Town of Colchester, is authorized and directed to execute and deliver any and all documents on behalf of the Town of Colchester and to do and perform all acts and things which he deems to be necessary or appropriate to carry out the terms of such documents, including, but not limited to, executing and delivering all agreements and documents contemplated by such documents.

The undersigned further certifies that Gregg Schuster now holds the office of First Selectman and that he has held that office since November 16, 2009.

IN WITNESS WHEREOF: The undersigned has executed this certificate this day of September, 2013.

Name and Title of Town Clerk



Department of Housing

Connecticut
still revolutionary

August 30, 2013

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

Re: Notice of Grant Award
Linwood Avenue Streetscape

Dear First Selectman Schuster:

Enclosed you will find the Main Street Investment Fund Program Notice of Grant Award, in the amount of \$285,000 for the Linwood Avenue Streetscape Project. This funding is for the time period indicated and the project must be completed by the end date indicated on the attached award. Please sign and date the Award document and return the entire package to:

Department of Housing
505 Hudson Street
Hartford, CT 06106
Attn: Dimple Desai

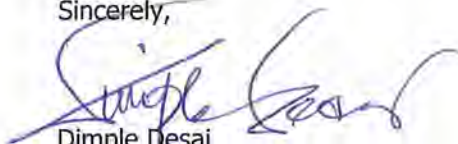
A copy of the fully executed Award document will be mailed to you after you have signed and returned the documents to DOH. Please do not alter or make changes to this Award document.

In addition, kindly provide a current resolution of authority passed by the organization's governing board, indicating that the officer that signs the grant award is specifically authorized to do so.

Please note that DOH cannot reimbursement any funds expended or obligated prior to the beginning date of the Award.

Please call me at (860) 270-8012 with any questions regarding this matter. Thank you for your continued cooperation.

Sincerely,



Dimple Desai
CD Director

Encl.



Evonne M. Klein
Commissioner

Department of Housing



NOTICE OF GRANT AWARD

The State of Connecticut, acting herein by the Department of Housing, hereby makes the following grant award in accordance with Connecticut General Statutes ("CGS") § 4-66h, as amended by section 2 of Public Act 13-234, the grant solicitation, and the attached grant application, if applicable.

Grantee Town of Colchester
Address 127 Norwich Avenue
City/State/Zip Colchester, CT 06415

Town Code 028
State Agency Code DOH46930
Federal Employer ID No. 06-6001974

DOH Grant No. MS-13-028-01
Project Title Linwood Avenue Streetscape
Date Of Award July 11, 2013
Period Of Award From: August 1, 2013 To: June 30, 2015
Amount Of Award State: \$ 285,000 Grantee Match: \$ 40,000 Other: Specify \$ n/a
Total Budget \$ 325,000
Grantee Fiscal Year From: July 1 To: June 30

My signature below, for and on behalf of the above named grantee, indicates acceptance of the above referenced award and further certifies that:

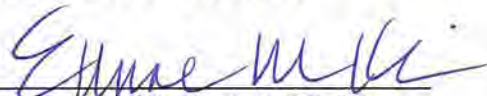
1. I have the authority to execute this agreement on behalf of the grantee; and
2. The grantee will comply with all attached Grant Conditions and Special Conditions, if any.

BY: _____
Signature of Authorized Official

Typed Name and Title of Authorized Official

Date

FOR THE STATE OF CONNECTICUT
DEPARTMENT OF HOUSING

BY: 
Signature of Authorized Official

Evonne M. Klein, Commissioner
Typed Name and Title of Authorized Official

8/29/13
Date

For DOH Business Office Use Only

DEPT	PROG	FUND	SID	ACCOUNT	PROJECT	CHART 1/2	BR
DOH46930	51005	12052	43524		DOH000001025000	n/a	n/a

MAIN STREET INVESTMENT FUND – NOTICE OF GRANT AWARD

Approved as to Form:

OFFICE OF THE ATTORNEY GENERAL

By: _____

Name:

Title:

Duly Authorized

Dated: _____

STATE OF CONNECTICUT
DEPARTMENT OF HOUSING
505 HUDSON STREET, 2ND FLOOR
HARTFORD, CT 06106

MAIN STREET INVESTMENT FUND PROGRAM

GENERAL GRANT CONDITIONS

SECTION 1: Use of Grant Funds.

The Grantee agrees to expend the grant funds (the "Grant" or "Grant award") awarded pursuant to this agreement (the "Agreement") for allowable purposes only and to comply with all of the terms and conditions of the Grant award and any related documents that set forth its obligations as Grantee. Grant funds shall not, without the advance written approval of the State of Connecticut (the "State"), acting herein by its Department of Housing ("DOH"), be obligated prior to the start date or subsequent to the end date of the Grant period.

SECTION 2: Fiscal Control.

The Grantee shall maintain accounting records and establish policies and provide procedures to assure sound fiscal control, effective management, and efficient use of Grant funds. The Grantee shall establish fiscal control and accounting procedures to assure proper disbursement of, and accounting for, grant funds. Accounting procedures must provide for the accurate and timely recording of receipt of funds by source, expenditures made from such funds, and unexpended balances. Controls must be adequate to insure that expenditures charged to grant activities are made for allowable purposes only.

SECTION 3: Retention of Records and Records Accessibility.

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

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

- a. If any litigation, claim or audit is started before the expiration date of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved; and
- b. Records for the purchase of equipment (i.e., non-expendable, tangible personal property) acquired with grant funds shall be retained for three years after the final disposition of said property.

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

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

SECTION 4: Insurance.

The Grantee agrees that while performing any service specified in this grant, the Grantee shall maintain sufficient insurance (liability and/or other), according to the nature of the service to be performed, so as to "save harmless" DOH and the State from any insurable cause whatsoever. If requested, certificates of insurance shall be filed with the State prior to the award of funding.

SECTION 5: Conflict of Interest.

No person who is an officer, employee, consultant or review board member of the Grantee shall participate in the selection, award or administration of a contract, subcontract, or subgrant or in the selection and supervision of an employee if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the officer, employee, consultant, review board member or any member of his/her immediate family, his/her partner, or an organization which employs, or is about to employ any of the above, has a financial interest in the entity or firm selected for the contract, subcontract, or subgrant or when the individual employee is related to any of the foregoing persons.

SECTION 6: Reports.

The Grantee shall submit such reports as the State shall reasonably request and shall comply with all provisions regarding the submission of such reports. Reports shall include, but not be limited to, revised project narratives, revised budgets and budget narratives, progress reports, financial reports, cash requests, grantee affirmative action packets, and subgrantee packets and budgets. Funding requisitions may be withheld by the State until complete and timely reports are received and approved.

SECTION 7: Funding Limitation.

Funding of this project in no way obligates the State to fund the project in excess of this grant, beyond the period of this grant, or in future years.

SECTION 8: Revised Budget.

If the grant amount and/or the distribution of funds between categories of funds, as identified on the Notice of Grant Award, is different from the amount and/or the distribution in the grant application budget, the Grantee agrees to submit to the State a revised budget and budget narrative equal to and in the same distribution as the grant award not later than thirty (30) days after signing of the grant. Funding requisitions will be withheld until the revision is received and approved.

SECTION 9: Audits.

9.1 In accordance with the following conditions, the Grantee agrees to conduct and submit to the State two completed audit packages with management letters and corrective action plans for audits of each of the fiscal years included in the period of this grant and any amendments thereto.

9.2 If the Grantee meets the requirements of the State Single Audit Act, Sections 4-230 through 4-236, as amended, of the Connecticut General Statutes ("CGS"), the Grantee is required to submit a State Single Audit Report to the State. CGS§ 4-231 requires those non-state entities which expended a total amount of State Financial Assistance equal to or in excess of \$300,000 in any fiscal year to have either a single audit or a program-specific audit conducted for such fiscal year. A program-specific audit may be conducted if the Grantee received State financial assistance from the State for the Grant and it is the only State financial assistance that the Grantee has received during this fiscal period. The State Single Audit Report should be filed with the State no later than six months after the end of the audit period.

9.3 Each Grantee subject to a federal and/or state single audit must have an audit of its accounts performed annually. The audit shall be in accordance with the DECD Audit Guide, located at <http://www.ct.gov/ecd/cwp/view.asp?a=1096&q=249676>, and the requirements established by federal law and state statute. All Grantees not subject to a federal and/or state single audit shall be subject to a project-specific audit of its accounts within ninety (90) days of the completion of the project or at such times as required by the Commissioner. Such audit shall be in accordance with the DECD Audit Guide. An independent public accountant as defined by generally accepted government auditing standards (GAGAS) shall conduct the audits. At the discretion and with the approval of the Commissioner, examiners from the State, including DOH, may conduct project-specific audits.

SECTION 10: Unexpended Funds and/or Disallowed Costs.

If project costs are less than the Grant amount, and/or any project costs have been disallowed, the Grantee shall return the unexpended/disallowed funds to the State no later than sixty (60) days following closeout of the Grant.

SECTION 11: Nondiscrimination and Affirmative Action.

11.1 The Grantee agrees and warrants that in the performance/administration of the Grant award it will not discriminate nor permit discrimination against any person or group of persons on the grounds of race, color,

religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Grantee that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or the State.

11.2 The Grantee agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Grantee that such disability prevents performance of the work involved.

11.3 The Grantee agrees, in all solicitations or advertisements for employees placed by or on behalf of the Grantee, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the State Commission on Human Rights and Opportunities ("CHRO").

11.4 The Grantee agrees and warrants that in the performance of the grant such Grantee will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State, and that employees are treated when employed without regard to their sexual orientation.

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

11.6 The Grantee agrees to comply with each provision of this section and CGS §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by CHRO pursuant to CGS §§ 46a-56, 46a-68e and 46a-68f.

11.7 The Grantee agrees to provide CHRO with such information requested by it, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Grantee which relate to the provisions of this section and CGS § 46a-56.

11.8 If the Grant is a public works contract, the Grantee agrees and warrants that the Grantee will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.

11.9 Determination of the Grantee's good faith efforts shall include but shall not be limited to the following factors: The Grantee's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as CHRO may prescribe that are designed to ensure the participation of minority business enterprises in public works projects. The Grantee shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts. For the purposes of this Section, "**minority business enterprise**" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons who are active in the daily affairs of the enterprise, who have the power to direct the management and policies of the enterprise and who are members of a minority, as such term is defined in subsection (a) of CGS § 32-9n; "**good faith**" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations; "**good faith efforts**" includes, but is not limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements; and "**public works contract**" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

11.10 The Grantee shall include the provisions of subsections 11.1 to 11.8, inclusive, in every subcontract or purchase order entered into in order to fulfill any obligation of a grant with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the CHRO. The Grantee shall take such action with respect to any such subcontract or purchase order as CHRO may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with CGS § 46a-56; provided, if such Grantee becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by CHRO, the Grantee may request the State enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

11.11 For the purposes of this entire Section 11, "**Grantee**" includes any successors or assigns of the Grantee, "**marital status**" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced, and "**mental disability**" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders. For the purposes of this section, a "**Grant**" does not include a grant where each grantee is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in CGS § 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in CGS § 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

SECTION 12: Executive Orders.

This Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Agreement as if they had been fully set forth in it. The Agreement may also be subject to the applicable parts of Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions. If Executive Orders 7C and 14 are applicable, they are deemed to be incorporated into and are made a part of the Agreement as if they had been fully set forth in it. At the Grantee's request, DOH shall provide a copy of these orders to the Grantee.

SECTION 13: Americans with Disabilities Act.

This section applies to those grantees, which are or will become responsible for compliance with the terms of the Americans with Disabilities Act of 1990, as amended (the "**ADA**") during the Grant award period. The Grantee represents that it is familiar with the terms of the ADA and that it is in compliance with the law. Failure of the Grantee to satisfy this standard either now or during the term of the Grant, as it may be amended, will render the Grant voidable at the option of the State upon notice to the Grantee. The Grantee warrants that it will hold the State harmless from any liability, which may be imposed upon the State as a result of any failure of the Grantee to be in compliance with the ADA.

SECTION 14: Independent Contractor.

The Grantee shall act as an independent contractor in performing this Agreement, maintaining complete control over its employees and all of its subcontractors. Before hiring outside consultants or entering into contractual agreements with persons, partnerships or companies, the Grantee will notify the State of the contractor's identity.

SECTION 15: Non-Supplanting.

The Grantee shall not use State funds conveyed by the Grant to supplant any local funds, if a municipality, or other state funds, if a State agency, which were budgeted for purposes analogous to that of the State Grant funds. The State may waive this provision upon request and for good cause shown, when it is satisfied that the reduction in local funds or other State funds, as the case may be, is due to circumstances not related to the Grant.

SECTION 16: Indemnification.

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

SECTION 17: Special Grant Conditions.

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

STATE OF CONNECTICUT
DEPARTMENT OF HOUSING
505 HUDSON STREET, 2ND FLOOR
HARTFORD, CT 06106

MAIN STREET INVESTMENT FUND PROGRAM

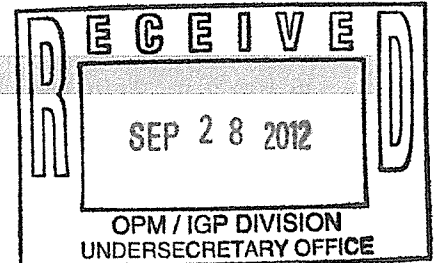
SPECIAL GRANT CONDITIONS

Check applicable box, if required.

- 1. The Grantee agrees to complete and submit to DOH a revised project narrative not later than thirty (30) days after signing this Grant award. The Grantee must contact DOH program staff at _____ regarding the required revisions.
- 2. The Grantee must submit to DOH for review and approval a revised budget itemization for any proposed change (1) which will alter a budget category by more than 10% of the budget category or by more than \$500, whichever is greater, or (2) which places resources in a budget category not previously funded. Significant changes in the use of funds within a budget category, while not requiring a formal budget revision, should be reported to DOH by letter.
- 3. The Grantee must submit to DOH for review and approval a revised budget itemization for any proposed change (1) which will alter a budget category or (2) which moves resources between budget categories or (3) which moves resources to a line-item not previously approved by DOH.
- 4. The Grantee, including all other recipients of assistance under the grant, whether by contract, subcontract, or subgrant, upon request, agrees to cooperate with research and evaluation efforts of DOH or any party designated by DOH for such purpose. The Grantee further agrees that such cooperation includes but is not limited to: (1) collecting and maintaining project data, including client data, (2) supplying project data to DOH or its designee; and (3) permitting access by DOH or its designee to any and all project information whether stored by manual or electronic means.
- 5. It will be the sole responsibility of the Grantee, and its staff, to insure that any report, article, computer program, database or other product or publication, whether oral or in writing, resulting from the performance of duties pursuant to this grant application and grant award, protects the privacy of confidential information and complies with confidentiality and privacy rights and obligations created by any federal and state law, court rules, or rules of professional conduct applicable to the work performed by the Grantee.
- 6. The Grantee agrees to and shall comply with the **scope of work** (which is part of the **Application**) for the Grant, a copy of which is attached hereto, as the same may be amended from time to time with the consent of the State.
- 7. If applicable, the Grantee shall grant to other Connecticut municipalities and/or the State, limited, non exclusive and royalty-free license to use any proprietary Computer Software or related electronic applications and all updates, upgrades and modifications developed pursuant to this Grant, but excluding third-party software. For the purpose of this Grant "**Computer Software**" means (i) computer programs that comprise a series of instructions, rules, routines, or statements, regardless of the media in which recorded, that allow or cause a computer to perform a specific operation or series of operations; and (ii) recorded information comprised of source code listings, design details, algorithms, processes, flow charts, formulas, and related material that would enable the computer program to be produced, created, or compiled.
- 8. If applicable, during the term of this Grant, including any extension thereof, Grantee and, if applicable, Grantee's subcontractor, shall install, run and maintain all upgrades, enhancements, and new releases of Grantee's proprietary Computer Software and Grantee's subcontractor's Computer Software and provide copies of such to all third parties granted a license to use such Computer Software.

Application

Main Street Investment Fund



1. APPLICANT INFORMATION

Municipality: The Town of Colchester

Mailing Address: 127 Norwich Avenue

Name of Authorized Official: Gregg Schuster Title: First Selectman

Telephone #: 860-537-7220 Fax #: 860-537-0547

Email: selectman@colchesterct.gov Municipality FEIN number: 06-6001974

Municipal population as per the latest federal decennial census: 16,106

STEAP Municipality Yes No

Grantee's Fiscal Year: From July 1 To June 30

Total Project Cost: \$325,124 Amount of Funding Requested: \$293,124

Name of Project Contact: Adam Turner Title: Town Planner

Telephone #: 860 - 537-7282 Fax #: _____

Email: Planner@colchesterct.gov

2. LOCAL APPROVALS

- a. Submit a certified resolution adopted in the last 60 days by the Town's legislative body (or, in the case of a town where the town meeting is the legislative body, the Board of Selectmen):
- Authorizing submission of this grant application;
 - Identifying the individual who can sign the grant application and administer the grant.

The certified resolution should be signed by the City or Town Clerk and embossed with the corporate seal. See **Appendix A** for sample resolution.

- b. Submit a certified statement from the town manager or town engineer that the work performed or to be performed has received proper building permits and that the work has been or will be inspected by the town.

3. PRIVATE OWNER INFORMATION (APPLICABLE ONLY if the applicant is seeking funds to reimburse owner of commercial private property)

Owner Name: _____

Project Address: _____

Owner Business Name and Address: _____

Contact Name: _____ Title: _____ Telephone #: _____

Fax #: _____ Email: _____

Total Project Cost: \$_____ Amount of Funding Requested: \$_____

4. PROJECT INFORMATION

Is there a "plan" that is previously approved by the governing body of the municipality to develop or improve town commercial centers to attract small businesses, promote commercial viability, and improve aesthetics and pedestrian access? Yes No

If no, your municipality is not eligible for funding under this program. If yes, please submit a copy of the plan including the approval of the governing body.

In 1000 words or less, summarize how the project will attract small businesses, promote commercial viability, and improve aesthetics and pedestrian access: see attachment

Municipal Project

Project Title: Linwood Avenue Streetscape

Is property owned by the municipality?: Yes No

If no, who is the property owner and does the applicant have proper authorization/access agreement from the owner to enter the property or work on the property? State of Connecticut Department of Transportation

Is project ready to be implemented Yes No.

What is the total project cost? \$324,000. Provide a copy of the estimates.

Source of these estimates: Architect/Engineer Contractor Municipality

Are there other sources of funds for this project: Yes No Amount: \$32,000

Is the project consistent with the State Conservation and Development Policies Plan? Yes
 No Explain see attachment.

Eligible activities to be funded by this grant: _____

Owner/s of the commercial private property (APPLICABLE ONLY if the applicant is seeking funds to reimburse owner of "commercial" private property)

Project Title: _____

Is the project complete? Yes No

Has the town reviewed the invoices for the costs to be reimbursed?: Yes No

Provided/attached invoices for reimbursement?: Yes No

Has the town conducted final inspection of the project?: Yes No

Who performed the work? Explain.

Is the project consistent with the State Conservation and Development Policies Plan?

Yes No Explain _____.

Provide reasons for town recommendations for eligible activities to be reimbursed by this grant:

Are there other sources of funds for this project: Yes No Amount: \$_____

5. PROJECT PLAN

Submit a detailed project plan which describes (1) the proposed use of the grant funds; (2) the way in which the use of the funds will develop or improve town commercial centers to attract small businesses, promote commercial viability, and improve aesthetics and pedestrian access; (3) a schedule for (a) the use of the funds; and (b) completion of the project; AND (4) project drawings/plans.

6. PROJECT BUDGET (see Appendix B for a sample budget)

ELIGIBLE PROJECT EXPENDITURES	TOWN SHARE	STATE SHARE	OTHER SOURCE*
1. Plan Developmen	\$ 6,000.00	\$ 0.00	\$_____
2. sidewalk	\$_____	\$ 111,090.00	\$_____
3. landscaping	\$_____	\$ 40,200.00	\$_____
4. lighting	\$_____	\$ 84,000.00	\$_____
5. street furnitur	\$_____	\$ 11,600.00	\$_____
6. other	\$_____	\$ 8,000.00	\$_____
7. contingency	\$_____	\$ 38,234.00	\$_____
8. administration	\$ 26,000.00	\$_____	\$_____
9.	\$_____	\$_____	\$_____
10.	\$_____	\$_____	\$_____
Total Project Expenditures	\$ 32,000.00	\$ 293,004	\$_____

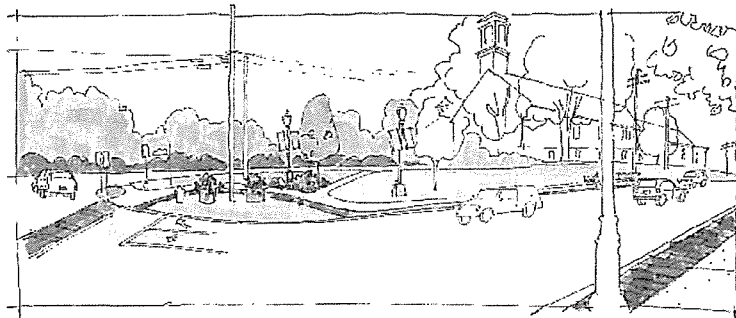
* Identify other source – such as Private owner or Federal, etc. Use this column to show the reimbursement to commercial private owner.

Project Description

The Linwood Avenue Streetscape Improvement Project is comprised of three major elements: a concrete sidewalk and stamped concrete pathway along the southern side of Linwood Avenue from the intersection of Linwood Avenue (RT 16) and RT 85 west from the First Federated Church to the Stop and Shop entrance; solar lighting and other street furniture, landscaping, and a wider stamped concrete section along the frontage of the Cragan Library on the northern side of Linwood Avenue.

The four foot sidewalk will be supplemented with a three foot stamped concrete strip that will simulate red brick. The streetscape will also include solar street lighting in a traditional design.

The project will include an entrance feature at the intersection of Linwood Avenue and Rt. 85. This feature will announce ones arrival to the Town Center of Colchester. The design team originally considered signage as the main feature of this area but decided instead on a simple landscaped area with banners, and other bright features.



Intersection of South Main Street and Linwood Avenue


Sidewalk Improvements - Linwood Avenue
Town of Colchester Connecticut
August 2012

BREWSTER ARCHITECTS
100 WEST STREET, COLCHESTER, CT 06417

The area on the southern side will include a small granite wall and small landscaped areas as the slope requires. As the grade gets flatter along toward the western terminus of the project, larger landscaped plantings will be placed. It is also hoped that the three unsignalized access points along Linwood Avenue will be consolidated.

My signature below, for and on behalf of Town of Celchester, indicates
Name of Grantee
acceptance of the following and further certifies that:

1. I have the authority to submit this grant application;
2. I will comply with the General Grant Conditions and Special Conditions, if any;
3. I understand that funding associated with this grant application is one-time in nature and that there is no obligation for additional funding from the Office of Policy and Management or the State of Connecticut;
4. I understand that should this grant application be approved, such state funds shall be expended within the time frame specified in the Notice of Grant Award (NOGA);
5. I understand that requests to extend the grant end date shall be submitted in writing to the Office of Policy and Management no later than thirty (30) days before the grant end date as specified in the NOGA;
6. I understand that unexpended funds shall be returned to the State of Connecticut within sixty (60) days of the grant end date;
7. I understand that if this organization meets the requirements of the State Single Audit Act, Sections 4-230 through 4-236, as amended, of the Connecticut General Statutes, the organization is required to submit a State Single Audit, at its own expense, no later than six (6) months after the end of the audit period. If this organization is not required to submit a State Single Audit, the organization is required to submit a final accounting of the grant expenditures within sixty (60) days of the grant end date; and
8. I hereby certify that the statements contained in the responses to this application and accompanying documents are true to the best of my knowledge and belief and that I know of no reason why the applicant cannot complete the project in accordance with the representations contained herein.

Gregg Schuster
First Selectman


Authorized Official
GREGG SCHUSTER

Print Name

FIRST SELECTMAN

Title
9/27/12

*Date:

* The application must be signed subsequent to the adoption of the resolution by the local legislative body.

Project Benefits to Residents

There is a growing concern that current development patterns -- dominated by what some call "sprawl" -- are no longer in the long-term interest of towns and/or the State. Though supportive of growth, communities are questioning the economic costs of abandoning infrastructure, only to rebuild it further out. Spurring the smart growth movement are population and employment shifts, a strong environmental ethic, increased fiscal concerns, and more nuanced views of growth. The result is both a new demand and a new opportunity for smart growth within developed areas that is based on residential areas having goods and services to support the residents within walking distance.

The features that distinguish smart growth in a community vary from place to place. In general, smart growth invests time, attention, and resources in restoring community and vitality to the center of towns. New smart growth is more town-centered, and pedestrian oriented, and has a greater mix of housing, commercial and retail uses. It also preserves open space and many other environmental amenities. In addition the lighting component planned for this development is solar powered and will reduce energy consumption.

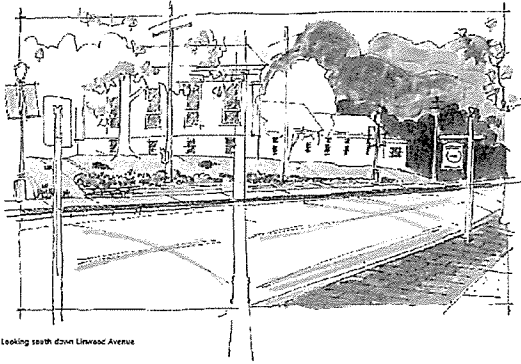
The proposed streetscape project proposed in this application was developed based on the principals discussed above. The streetscape is designed to provide pedestrian access to all areas of the downtown and to provide such in a safe and pleasant manner. The streetscape will directly benefit the residents of the downtown area, as pedestrians will be able to access various goods/services offered by town center merchants.

Commercial/Service uses will also be available to customers from outside the district as they park, shop and walk to various enterprises. Consumers would use the sidewalk to connect to the town center and to other uses in the corridor. As small business uses are in competition with larger centers, it is important that places of commerce are generally viewed as safe and attractive and ease of access is provided. If this does not happen, consumers will move on to other locations. It is also important for small business to link up with other small businesses and offer economies of scale meaning that if you bank in the town center, you should be able to eat there as well. The more pedestrian access is provided between shops, the more foot traffic will be created.

The proposed streetscape seeks to preserve and enhance town center character as it eliminates vehicular trips, reduces noise and permits residents to socialize and conduct business without the need of a car. This is not a new concept as the town center has always been comprised of and operated in this manner. These improvements permit these updates. The improvement of the streetscape will also provide added security as it will improve the lighting, and provide improved vehicular/pedestrian separation.

The streetscape has been designed in a manner that makes it energy efficient. As towns struggle with budgets, reduced electric costs is important. The use of solar lighting permits the service to operate "off the grid". The streetscape also includes low impact development elements such as rain gardens and other natural retention areas. This will permit the improvement to function in concert with the natural environment.

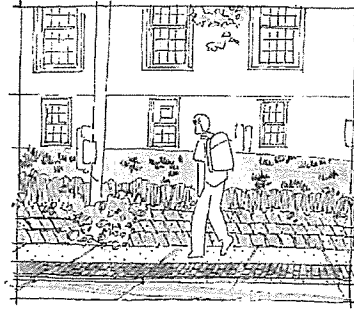
In summary, the Linwood Avenue streetscape improvements have been proposed for a long period of time. Its primary value is to provide pedestrian access to residents and consumers of the downtown shops and will provide links between all of the downtown corridors.



Looking south down Linwood Avenue

Sidewalk Improvements - Linwood Avenue
Town of Colchester Connecticut
August 2012

BREWSTER ARCHITECTS
300 N. STATE ST. SUITE 100
NEWTON, MA 02459

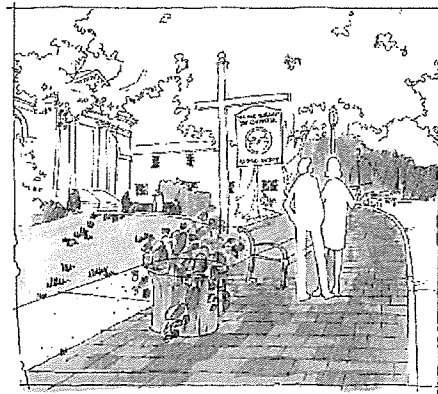


Looking south down Linwood Avenue, sloped planting and paving

Sidewalk Improvements - Linwood Avenue
Town of Colchester Connecticut
August 2012

BREWSTER ARCHITECTS
300 N. STATE ST. SUITE 100
NEWTON, MA 02459

On the northern side of Linwood Avenue a larger stamped concrete section will be developed that simulates a broad boulevard. This will be consistent with the completed Merchant Row section.



Looking towards Main Street and Merchant's Row

Sidewalk Improvements - Linwood Avenue
Town of Colchester Connecticut
August 2012

BREWSTER ARCHITECTS
300 N. STATE ST. SUITE 100
NEWTON, MA 02459

Project Benefits to Residents

There is a growing concern that current development patterns -- dominated by what some call "sprawl" -- are no longer in the long-term interest of towns and/or the State. Though

supportive of growth, communities are questioning the economic costs of abandoning infrastructure, only to rebuild it further out. Spurring the smart growth movement are population and employment shifts, a strong environmental ethic, increased fiscal concerns, and more nuanced views of growth. The result is both a new demand and a new opportunity for smart growth within developed areas that is based on residential areas having goods and services to support the residents within walking distance.

The features that distinguish smart growth in a community vary from place to place. In general, smart growth invests time, attention, and resources in restoring community and vitality to the center of towns. New smart growth is more town-centered, and pedestrian oriented, and has a greater mix of housing, commercial and retail uses. It also preserves open space and many other environmental amenities. In addition the lighting component planned for this development is solar powered and will reduce energy consumption.

The proposed streetscape project proposed in this application was developed based on the principals discussed above. The streetscape is designed to provide pedestrian access to all areas of the downtown and to provide such in a safe and pleasant manner. The streetscape will directly benefit the residents of the downtown area, as pedestrians will be able to access various goods/services offered by town center merchants.

Commercial/Service uses will also be available to customers from outside the district as they park, shop and walk to various enterprises. Consumers would use the sidewalk to connect to the town center and to other uses in the corridor. As small business uses are in competition with larger centers, it is important that places of commerce are generally viewed as safe and attractive and ease of access is provided. If this does not happen, consumers will move on to other locations. It is also important for small business to link up with other small businesses and offer economies of scale meaning that if you bank in the town center, you should be able to eat there as well. The more pedestrian access is provided between shops, the more foot traffic will be created.

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The streetscape has been designed in a manner that makes it energy efficient. As towns struggle with budgets, reduced electric costs is important. The use of solar lighting permits the service to operate "off the grid". The streetscape also includes low impact development elements such as rain gardens and other natural retention areas. This will permit the improvement to function in concert with the natural environment.

In summary, the Linwood Avenue streetscape improvements have been proposed for a long period of time. Its primary value is to provide pedestrian access to residents and consumers of the downtown shops and will provide links between all of the downtown corridors.

Cost

item	quantity	Unit cost (\$)	Cost (\$)
5" thick concrete sidewalk	3120sf	11.00/sf	34,320
8" thick concrete sidewalk	320sf	14.00/sf	4,480
5" stamped concrete	3840sf	16.00/sf	61440
Cut bituminous concrete	150lf	5.00/lf	750
Bituminous concrete drive (3" thickness)	300sf	7.00/sf	2,100
6" bituminous concrete curb	30lf	10.00/lf	300
8" extruded concrete curb	380lf	15.00/lf	5,700
Reset existing post mounted signs	10	200ea	2,000
Reset/reconfigure existing roof drainage pipe	Lump sum	1,000	1,000
Reset/reconfigure existing utility vault	Lump sum	1,500	1,500
Relocate existing "c-l" CB including all drain connects	Lump sum	2,500	2,500
Relocate existing settled granite walk	80	5.00ea	400
Regrade existing lawn/apply loam, seed and fertilize	600sy	5.00/sy	3,000
Hay matting for slope stabilization	250sy	2.00/sy	500
E and S controls/silt sacks at catch basins	Lump sum	1,000	1,000
ADA sidewalk ramps	2	800/ea	1,600
Solar lighting fixture	7	11,000/ea	77,000
Concrete light poll base	7	1,000/ea	7,000
Benches (8ft)	4	2,200/ea	8,800
Planters	5	1,000/ea	5,000
Trees	7	1,000/ea	7,000
Tree Grates	7	1,000/ea	7,000
Bike Racks	4	700/ea	2,800
Mid Height Plants (red twig dogwood)	60	80/ea	4,800
Low Height Plants (junipers)	100	30/ea	3,000
Slope Paving	660sf	15/sf	9,900
Total			254,090
Town administration/site work *			32,000
Contingency			38,114
Total			324,204

- Town efforts include development of bid packages, contract administration and project inspection and review

Findings

Strategic issues – The Town presented a project that has been extensively designed and is ready to proceed should the grant be awarded. The project has been designed in concert with the town center plans as well as other planning projects completed over the past decade. The project is strategically important to the continued economic health of the Town and will provide a complete east-west pedestrian route from the

The Project is Shovel Ready – This project is “shovel ready” and can proceed immediately. The State Department of Transportation has been briefed and has deemed the plan acceptable. In order to complete the project the Town has a very qualified and experienced project management team in place. The Town will utilize Sal Tassone and Jim Paggioli as project managers.

- Town Engineer Sal Tassone (Project Manager) –
Sal has also been the Town Engineer for twenty years and is greatly experienced in the field of streetscape design, preparation and construction. Sal was instrumental in the conceptual design of the Lebanon Ave/Merchants Row project and has been responsible for the design and installation of sidewalks and roadways in Colchester for twenty years.

In addition, as Town Engineer, Sal has experience with alternative pavements and has promoted the use of technologies such as “GravelPave 2” and “Tufftrack Grassroad Pavers” as well as brick pavers for parking and drive areas. He has also attended workshops and an installation demonstration on porous concrete pavement as well as workshops on brick paver design/installation and is well versed in the benefits of these technologies from both a storm water management and an environmental perspective.

- Jim Paggioli –
Jim and has been the Public Works Director in Colchester for almost 2 years and prior to that was the Department of Public Works Supervisor /Project Engineer/Roadway for the City of Hartford responsible for streetscapes/sidewalks in Hartford. He is also greatly experienced in the use of trees and landscaping and the development of streetscape projects such as the Front Street, Blue Hills, Park Street and other Hartford projects.

The Town pledges to complete the streetscape project within 150 days of receiving notice to proceed.

Timeline	date
Completion of Project Scope/detailed drawings	30 days after grant notice to proceed
Advertisement and Selection	60 days
Construction	60 days
Total Days	150 days

Relationship to other projects The Linwood Avenue project proposed in this application would be the sixth project completed in the downtown village area over the last decade. Each project builds on the concepts and themes created previously. For example, this project is the second project in a four part project to provide pedestrian access areas to the Colchester central business areas. The first, the Lebanon Ave/Merchants Row was completed this year, the second project; the Linwood Avenue improvement is included in this application. The third section involves the redevelopment of the rear of the Merchants Row areas which is presently being scoped out and costed. The fourth involves the design and development of a streetscape on the Main Street section. When completed there will be a completed pedestrian pathway to all areas of central Colchester. This concept of developing portions of a larger whole has been utilized previously in the Town. The Historic District process was completed in sections over a decade with each piece built on the previous work.

Town to maintain project – The Town pledges to maintain these projects as administered by the Department of Public Works.

Town of Colchester Interoffice Memorandum

To: Gregg Schuster, First selectman
From: James Paggioli, L.S., Director of Public Works
CC:
Date: September 13, 2013
Re: Results and Recommendation RFP 2013-17 Concrete Sidewalk Repair

Responses were received for the Concrete Sidewalk Repair RFP #2013-17. The scope of the work was to repair the existing damaged sidewalk slabs at Town Hall and install bollards are required in the Town hall Security program. The bid was set up at a unit price per/ sq. ft. for the various type of sidewalk construction at the Town Hall. These types of sidewalks are also the Town Standard and the pricing could be utilized if additional sidewalk required replacement at other Town Facilities. The term of the RFP was until June 30, 2014. Insurance and bonding was/is required of the bidders. Two responses were submitted. One from PHC Construction and the other from Eleuthera Associates. The Bid results are as follows:

	<u>Eleuthera</u>	<u>PHC</u>
Item 1 - 5" Conc. Sidewalk (\$/sq.ft.)	\$12.09	\$6.75
Item 2 - 5" Conc. Sidewalk &Curb (\$/sq.ft.)	\$16.90	\$8.00
Item 3 - 8" Conc. Rein. Drive Apron (\$/sq.ft.)	\$18.90	\$8.75
Item 4 - 5"Conc. Access Ramp w/tact.warn.(\$/sq.ft.)	\$20.90	\$9.00
Item 5 - Bollard (each)	\$975.00	\$525.00
Item 6 - Credit for town conducted demo (\$/sq.ft)	\$2.00	\$ 0.20

From the submitted responses, the unit prices submitted by PHC were significantly lower and would allow the Town Hall work to be conducted at a cost below the estimated budget. PHC has submitted references including from the Town of Manchester, City of Trumbull, City of Milford, Town of Orange, and the Town of Ridgefield. All references spoke positively concerning their work. Insurance Certificate has been submitted. Upon recommendation of award, a performance bond will be provided to the Town and notice to proceed will be provided.

The time frame for completion of the Town hall repair work is 60 days from the notice to proceed. The contractor is aware of, and it was included within the RFP that there would be days (Town Meeting, Referendum Vote, Election Day) that the area would not be available to conduct work and that safe access would be required to be maintained to Town Hall.

Proposed Motion:

Motion to award concrete sidewalk repair work detailed in RFP 2013-17 to PHC Construction in accordance with the pricing provided within their response and conditions listed in the RFP.

Gregg Schuster

From: James Ford [ford_james_w@sbcglobal.net]
Sent: Monday, August 19, 2013 6:32 AM
To: Gregg Schuster
Cc: Derrik Kennedy
Subject: Item for next agenda

Hi Gregg, At the last meeting there was a complaint during the Blight town meeting that the Town is not caring for its public spaces. The concern was that we improve sidewalks and install lights and other hard-scape but then never trim the grass or pick up the areas. I'd like the item put on the agenda so the Board can see what our responsibilities are and try and improve this issue.

--

Sincerely,

Jim Ford
Colchester, CT

