# Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

Gregg Schuster, First Selectman

RECEIVED
COLCHESTER, CT
2013 JUN -4 PM 4:00
NANCY A. BRAY
TOWN CLERK

**Board of Selectmen Agenda**
**Regular Meeting**
**Thursday, June 6, 2013**
**Colchester Town Hall**

**Meeting Room 1 – 7:00PM**

REVISED

1. Call to Order
2. Additions to the Agenda
3. Approve Minutes of the May 16, 2013 Regular Board of Selectmen Meeting
4. Citizen's Comments
5. Discussion and Possible Action on Formation of Fire Department Task Force
6. Boards and Commissions – Interviews and/or Possible Appointments and Resignations
   a. Sewer & Water Commission. Member re-appointment for a three-year term to expire 06/01/2016. Stephen Coyle to be interviewed.
   b. Fire Department Task Force
      i. Scott Callan to be interviewed
   c. Fire Department Task Force
      i. Scott Callan
      ii. William Curran
      iii. David Martin
      iv. John Knapp
      v. Bob Holdsworth
7. Budget Transfers
8. Tax Refunds & Rebates
9. Discussion and Possible Action on Senior Center
10. Discussion and Possible Action on Senior Center Director
11. Discussion and Possible Action on Municipal Agent for the Elderly
12. Discussion and Possible Action on Ice Cream Concessions at Summer Concerts
13. Discussion and Possible Action on Renewal of Contract with Cott Systems
14. Discussion and Possible Action on Professional Services Agreement for Small Cities Housing Rehabilitation Program Income

15. Discussion and Possible Action on YSB Grant Program

16. Discussion and Possible Action on Solar City Electricity Purchasing

17. Discussion and Possible Action on Personnel Policies

18. Citizen's Comments

19. First Selectman's Report

20. Liaison Report

21. Adjourn

# Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

Gregg Schuster, First Selectman

RECEIVED
COLCHESTER, CT
2013 MAY 17 PM 1:19
NANCY A. BRAY
TOWN CLERK

**Board of Selectmen Minutes**
**Regular Meeting**
**Thursday, May 16, 2013**
**Colchester Town Hall**

**Meeting Room 1 – 7:00PM**

**MEMBERS PRESENT:** First Selectman Gregg Schuster, Selectman James Ford, Selectman Stan Soby, Selectman Rosemary Coyle (via phone), and Selectman Greg Cordova
**MEMBERS ABSENT:**
**OTHERS PRESENT:** Derrik Kennedy, Sal Tassone, Nancy Bray, Dot Mrowka, Diana Giles, Sean O'Leary, and other citizens.

1. **Call to Order**
First Selectman G. Schuster called the meeting to order at 7:10 p.m.

2. **Additions to the Agenda**
J. Ford moved to add to the agenda, "Discussion on Senior Center Issues," seconded by R. Coyle. Discussion on availability of information and personnel to properly discuss the issue. J. Ford and R. Coyle voted in favor of the motion, all others voted against. MOTION FAILED.

3. **Approve Minutes of the May 2, 2013 Regular Board of Selectmen Meeting**
S. Soby moved to approve the minutes of the May 2, 2013 Regular Board of Selectmen meeting, seconded by G. Cordova. Unanimously approved. MOTION CARRIED.

4. **Approve Minutes of the May 6, 2013 Special Board of Selectmen Meeting**
G. Cordova moved to approve the minutes of the May 6, 2013 Special Board of Selectmen meeting, seconded by J. Ford. G. Schuster and R. Coyle abstained. All others approved. MOTION CARRIED.

5. **Approve Minutes of the May 9, 2013 Special Board of Selectmen Meeting**
J. Ford moved to approve the minutes of the May 9, 2013 Special Board of Selectmen meeting, seconded by G. Cordova. S. Soby and R. Coyle abstained. All others approved. MOTION CARRIED.

6. **Approve Minutes of the May 15, 2013 Special Board of Selectmen Meeting**
S. Soby moved to approve the minutes of the May 15, 2013 Special Board of Selectmen meeting, seconded by G. Cordova. G. Schuster abstained. All others approved. MOTION CARRIED.

7. **Citizen's Comments**
S. O'Leary commented on Yellow Ribbon Ceremony to welcome home service members.
D. Dander commented on summer concerts ice cream concessions.
J. Knapp commented on political affiliations and the Fire Department Task Force.
G. Liverant commented on vacancy of senior center director.

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

   a. **Housing Authority. Member re-appointment for a five-year term to expire 05/30/2018. Janet LaBella to be interviewed.**
   S. Soby moved to re-appoint Janet LaBella as a member to the Housing Authority for a five-year term to expire 05/30/2018, seconded by G. Cordova. Unanimously approved. MOTION CARRIED.

   b. **Housing Authority. Member re-appointment for a five-year term to expire 05/30/2018. Todd Vachon to be interviewed.**
   G. Cordova moved to re-appoint Todd Vachon as a member to the Housing Authority for a five-year term to expire 05/30/2018, seconded by S. Soby. Unanimously approved. MOTION CARRIED.

   c. **Agriculture Commission. Alternate appointment to fill a vacancy.**
   S. Soby moved to appoint Allen Zimmerman as an alternate to the Agriculture Commission to fill a vacancy with a term ending 11/30/14, seconded by G. Cordova. Unanimously approved. MOTION CARRIED.

   d. **Agriculture Commission. Alternate appointment to fill a vacancy. Olivia Duska to be interviewed.**
   No action taken.

   e. **Fire Department Task Force.**

      i. William Curran was interviewed.

9. **Budget Transfers**
S. Soby moved to approve the budget transfer of $1,520 from "Boards and Commissions – Contractual, Temporary, Occasional Payroll (11105-40105)" to "Boards and Commission – Overtime (11105-40103);" $100 from "Planning & Code Administration – Equipment Repairs (11411-46224)" to "Planning & Code Administration – Other Purchased Supplies (11411-42340);" $500 from "Town Clerk – Copier (11501-42233)" to "Town Clerk – Office Supplies (11501-42301);" $5 from Town Clerk – Mileage, Trainings, & Mtgs (11501-43213)" to "Town Clerk – Professional Memberships (11501-43258);" $30 from Engineering – Mileage, Training, & Mtgs (13301-43213)" to "Engineering – Professional Membership (13301-43258);" $3,050 from "Parks & Recreation – Service Contracts (15201-44223)" to "Public Works – Grounds Maintenance – Service Contracts (13203-44223);" seconded by G. Cordova. Unanimously approved. MOTION CARRIED.

10. **Tax Refunds & Rebates**
J. Ford moved to approve tax refunds in the amount of $9.22 to Angelo or Melissa Arcaria, $62.50 to Caitlin Obrien, $3,076.12 to SBA Towers II LLC, $15.00 to Michael J. Doody Jr., and $26.25 to Doreen Hupper; seconded by R. Coyle. Unanimously approved. MOTION CARRIED.

11. **Discussion and Possible Action on Land Transfer**
J. Ford moved that the Board of Selectmen transfer a Town-owned 0.1 acre parcel of land as described on warranty deed recorded on land records volume 118, page 1117 (copy attached) to abutting land known as 738 Middletown Road, currently owned by Mike Malinosky; seconded by S. Soby. Unanimously approved. MOTION CARRIED.

12. **Discussion and Possible Action on Subdivision Bond Release**
S. Soby moved that the Town of Colchester release the Subdivision bond for the Baroni Subdivision, Pickerel Lake Road, in the amount of $52,792.50 plus accrued interest, as recommended by the Town Engineer; seconded by G. Cordova. Unanimously approved. MOTION CARRIED.

13. **Discussion and Possible Action on Modification of Recreation Special Events Policy**

G. Cordova moved to accept the new pricing structure to the special events policies and procedures, as recommended by the Parks & Recreation Commission, seconded by R. Coyle. Unanimously approved. MOTION CARRIED.

14. **Discussion and Possible Action on Food Concessions at Summer Concerts**
S. Soby moved to accept the bid by Cater 2 You, LLC and authorize the First Selectman to sign all necessary documents, seconded by G. Cordova. Unanimously approved. MOTION CARRIED.

15. **Discussion and Possible Action on Ice Cream Concessions at Summer Concerts**
S. O'Leary commented on relationship between New England Soft Serve and the Recreation Department and the bid selection process. Discussion on accepting split bids and adjusting bid quotes. Discussion on history of relationship between New England Soft Serve and Recreation Department. No action taken.

16. **Discussion and Possible Action on Real Property Electronic Recording**
N. Bray explained electronic recording to the Board. No action necessary from Board.

17. **Discussion and Possible Action on Renewal of Contract with Cott Systems**
J. Ford moved to appoint the First Selectman to sign the necessary contract paperwork between the Town of Colchester and Cott Systems, Inc. for a term of thirty-six (36) months from June 1, 2013 through May 31, 2016, subject to a non-appropriation clause in the master agreement; seconded by S. Soby. Unanimously approved. MOTION CARRIED.

18. **Citizen's Comments**
None.

19. **First Selectman's Report**
First Selectman G. Schuster reported the KX RFP will be distributed this week, the state budget has not been finalized yet and a bill to allow towns to post legal notices on their websites instead of local newspapers is up for discussion, there is new management at SEAT and the town will be researching transportation services offered by SEAT, Captain Mark Denno – commanding officer of the Groton Sub Base – will be leaving his post for another position, and the Memorial Day parade is coming up.

20. **Liaison Report**
J. Ford reported the Conservation Commission has approved a permit for the removal of vehicles at Tony's Junkyard.

S. Soby reported the Police Commission discussed the possibility of a police officer joining the Statewide Narcotics Task Force.

S. Soby reported the Planning & Zoning Commission approved the 8-24 review for the land transfer and legal activity has been exercised with regards to Tony's Junkyard.

21. **Executive Session to Discuss Senior Center Director Candidates**
S. Soby moved to enter into executive session to discuss senior center director candidates and to invite Rose Levine, seconded by R. Coyle. Unanimously approved. MOTION CARRIED.

Entered into executive session at 8:04 p.m.
Exited from executive session at 8:25 p.m.

22. **Discussion and Possible Action on Senior Center Director Hiring**
The Board has agreed upon a candidate and an offer will be forthcoming.

23. **Executive Session to Discuss Memorandums of Agreement with MEUI Local 506, SEIU,**

**AFL-CIO, CLC (Town Administrators)**
S. Soby moved to enter into executive session to discuss memorandums of agreement with MEUI Local 506, SEIU, AFL-CIO, CLC, seconded by G. Cordova. Unanimously approved. MOTION CARRIED.

Entered into executive session at 8:30 p.m.
Exited from executive session at 8:40 p.m.

24. **Discussion and Possible Action on Memorandums of Agreement with MEUI Local 506, SEIU, AFL-CIO, CLC (Town Administrators)**
S. Soby moved to approve the memorandum of agreement concerning Maggie Wasicki with MEUI Local 506, SEIU, AFL-CIO, CLC, seconded by J. Ford. Unanimously approved. MOTION CARRIED.

Selectman Coyle exited from the meeting at 8:43 p.m.

25. **Executive Session to Discuss Active Litigation**
J. Ford moved to enter into executive session to discuss active litigation, seconded by S. Soby. Unanimously approved. MOTION CARRIED.

Entered into executive session at 8:43 p.m.
Exited from executive session at 8:46 p.m.

26. **Adjourn**
G. Cordova moved to adjourn at 8:47 p.m., seconded by J. Ford. Unanimously approved. MOTION CARRIED.

Respectfully submitted,

Derrik M. Kennedy
Executive Assistant to the First Selectman

Attachment:
- Land Transfer Land Record

FORM 173A CONNECTICUT - WARRANTY DEED
REV. 9/76

Vol. 118

TUTBLANK

1117

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

Know Ye, That WE, ROBERT G. CLARK and VICTORIA CLARK, both of the Town of Colchester, County of New London, State of Connecticut,

*for the consideration of* ONE ($1.00) DOLLAR and other good and valuable considerations,

*received to* our *full satisfaction of* the TOWN OF COLCHESTER, a municipal corporation, located in the County of New London, State of Connecticut,

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

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

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

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

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

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

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

*Signed, Sealed and Delivered in presence of*

Robert G. Clark

Victoria Clark

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

State of Connecticut, } ss. Groton July 18, A. D. 1977

County of New London

*Personally Appeared*

ROBERT G. CLARK AND VICTORIA CLARK

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

RECEIVED FOR RECORD AT COLCHESTER, CONN.
ON 10.6.1977 AT 2:15 P. M.
ATTEST: John D. Fedus, Town Clerk

Commissioner of the Superior Court

*Latest address of Grantee:*

*No. and Street*

*Title of Officer*

5/24/2013

TO: Board of Selectmen and Board of Finance

From: Tax Collector, Tricia Coblentz

Request for funds

As the part time position was cut permanently from the budget , I would like to address the need for additional help during our busy billing times. During July and August , and January and February we process in house 23,000 plus bills as well as handle dozens of phone calls a day and walk in traffic into the tax office. Historically the tax office always would pull in a third person during July and January to help so that the money can get into the bank in a timely manner.

I would also like to point out that the full time assistant tax collector is a 35 hour a week position and the office is currently open 42.5 hours a week. There will be times we will need additional coverage to cover for meeting and training days and vacation and sick days.

I am requesting $ 7,837.00 for the 2014 FY. Calculated as follows:

July 4 weeks + 2 days = 22 days x 7/hr= 154 HOURS

August 2 weeks = 10 days x 7/hr= 70 HOURS

Jan. 4 weeks + 1 day = 21 days x 7/hr = 147 HOURS

Feb. 2 weeks = 10 days x 7/hr = 70 HOURS

Vacation 2 weeks = 10 days x 7/hr= 70 HOURS

Misc (sick etc) = 7 days x 7/hr = 49 HOURS

TOTAL HOURS : 560

@ $13.00 PER HOUR $7,280 FICA $557.00

TOTAL AMOUNT REQUESTED $7,837.00

This excludes paid holidays

TOWN OF COLCHESTER
TAX COLLECTOR

# APPLICATION FOR ABATEMENT OR REFUND OF PROPERTY TAXES

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

| APPLICANT INFORMATION | |
|---|---|
| NAME: | **Colleen Fairbanks** |
| MAILING ADDRESS: | **617 Fire Street, Oakdale, CT 06370** |
| BILL NO: | **2011-3-54801** |
| BILL NO: | |
| BILL NO: | |
| BILL NO: | |
| REASON FOR APPLICATION: | **Delete sent to Montville** |

**AMOUNTS FOR REFUND**

| | Amount Paid | List Year | Due Date | Principal | Interest | Lien Fees | Amount Due | TOTAL |
|---|---|---|---|---|---|---|---|---|
| **4/11/13** | **$ 338.49** | **10/11** | **7/12** | **$ 0.00** | **$** | **$** | **$ 0.00** | **$ 338.49** |
| | $ | | | $ | $ | $ | $ | $ |
| | $ | | | $ | $ | $ | $ | $ |
| | $ | | | $ | $ | $ | $ | $ |

**APPLICANT(S) SIGNATURE:** _____

**OFFICE USE ONLY:**

**Accounting Codes**

| | | | |
|---|---|---|---|
| Refund 11303 – 30111 | X | Current Levy | **$ 294.34** |
| Refund 11303 – 30112 | | Prior Levy | **$** |
| Refund 11303 – 30113 | X | Interest | **$ 44.15** |

**Collectors Recommendation to the Governing Body**

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

| | | | |
|---|---|---|---|
| ABATEMENT OR REFUND | **$ 338.49** | APPLICATION SUBMITTED DATE: | **4/22/13** |
| TAX COLLECTOR: TRICIA COBLENTZ | | | |

**Governing Body Action Taken**

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

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

127 Norwich Ave, Colchester,
Connecticut 06415

Phone (860) 537-7210 / Fax (860) 537-7299

*2011030054801*

# GENERAL DATA MOTOR VEHICLE OFFICE OF THE TAX COLLECTOR

AS OF 05/22/2013

| | | | |
|---|---|---|---|
| BILL NO: | 2011-03-0054801 | NAME: | FAIRBANKS COLLEEN A |
| UNIQUE ID: | 50491500 | C/O: | |
| LINK # | 2011-MV-0002696 | ADDRESS: | 617 FIRE STREET |
| FILE# | | ADDRESS2: | |
| BANK: | | CITY ST ZIP: | OAKDALE CT 06370 |
| ESCROW: | | COUNTRY: | |
| DISTRICT: | | | |
| PROP ASSESSED: | 10,220 | YR/MAKE/MDL: | 2009 / TOYT / COROLLA |
| EXEMPTIONS: | | REG / CL / ID: | 1 / JTDBL40E199055357 |
| COC CHANGE: | -10,220 | | |
| COC #: | 83935M | ASSMNT CHANGE: | -10,220 |
| EXEMPT Change: | | TOWN BENEFIT | |
| NET VALUE: | | REG# EXPR: | 09/14/2013 |

MILL RATE: 28.8000

***** BILLED *****

| | TOWN | TOTALS |
|---|---|---|
| INST1: | 294.34 | 294.34 |
| INST2: | 0.00 | 0.00 |
| INST3: | 0.00 | 0.00 |
| INST4: | 0.00 | 0.00 |
| ADJS: | -294.34 | -294.34 |
| TOT TAX: | 0.00 | 0.00 |
| TOTAL PAID: | 294.34 | 294.34 |

***** PAYMENTS *****

| TYPE | CYCLE | DATE | ADJ | TERM/BATCH/SEQ | INST | AMOUNT | INTEREST | LIENS | FEES | TOTALS |
|---|---|---|---|---|---|---|---|---|---|---|
| Adj | 10 | 04/19/2013 | 83935M | 69/138/2 | T | -294.34 | 0.00 | 0.00 | 0.00 | 0.00 |
| Pay | 10 | 04/11/2013 | | 82/195/13 | T | 294.34 | 44.15 | 0.00 | 0.00 | 338.49 |
| | | TOTAL PAYMENTS: | | | | 294.34 | 44.15 | 0.00 | 0.00 | 338.49 |

**TOTAL BALANCE DUE AS OF 05/22/2013**

| | TOWN |
|---|---|
| INT DUE: | 0.00 |
| LIEN DUE: | 0.00 |
| FEES DUE: | 0.00 |
| TAX DUE NOW: | -294.34 |
| TOT DUE NOW: | -294.34 |
| BALANCE AMT: | -294.34 + 44.15 = 338.49 |

*** FLAGS ***

Circuit Breaker Amt: 0 Benefit Year: 0

Invalid Address Flag No

Last Adjustment Reason DELETE MV TO MONTVILLE.

MESSAGES

ADDRESS CHANGE PER DMV DIRECT. SHE CALLED 11/8/12; LIVES IN MONTVILLE. WILL PAY THIS BILL AND FIX REG ADDRESS WITH DMV MRD 11/8/12

# *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:** **6/4/13**

**Re:** **Senior Center Director**

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Patricia Watts has accepted our offer of employment pending final action by the Board of Selectmen.

**Recommended Motion – "Move to hire Patricia Watts as the Senior Center Director effective June 17, 2013."**

The board will also have to appoint Patricia Watts as the Municipal Agent for the Elderly

**Recommended Motion – "Move to appoint Patricia Watts as the Colchester Municipal Agent for the Elderly effective June 17, 2013."**

# *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:** **6/3/13**

**Re:** **Ice Cream Bids**

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At the 5/16/13 Board of Selectmen meeting, an issue was raised regarding the awarding of ice cream bids. Below is my analysis of the applicable policies and answers to related questions.

**Relevant History**

1. The first discussion of this issue found was in the June 4, 2007 Parks and Recreation Commission meeting which dealt with a request by New England Self Serve to be the exclusive vendor for ice cream at concerts. The minutes state "Ice Cream @ Concerts: Ice Cream vendor Dave Nander (sic) owns his own ice cream facility. Participates in several Town events. Would like to be exclusive. First Selectman Stan Soby stated that this would have to go out to bid because it is a town sponsored event on town property."
2. Since that decision was made, the ice cream vendor opportunity has always gone out to bid.

**Applicable Policies and Facts**

1. A special event policy was first adopted in 2007 and most recently modified at the 5/16/13 board meeting. The policy dictates many rules and procedures regarding special events, but is silent on the bid process and on procurement of services. This policy is not applicable.
2. The Purchasing Policy as adopted in 2009 offers some guidance for the current situation. Based on my review, the following seems to be relevant for this situation:

a. Although the policy mostly discusses the expenditure of funds for goods and services, the policy states "The purpose of this policy is to establish a systematic and uniform system for the procurement of services and goods required by any department, office or agency of the Town, including the Board of Education." As we are procuring a service or good in this situation, the policy should dictate our response.
b. Per the policy, no bidding process is required. The policy states "Purchases or contracts with an anticipated value of up to $2,500 will not require quotes or bidding."
c. Nevertheless, a bidding process was conducted and therefore the bidding rules should be adhered to.
d. Scotties bid $120 for all six events which would result in $720 in revenue for the town. New England Soft Serve bid $150 for five events. Assuming the other vendor would have done the sixth event, the result would have been $870 in revenue for the town.
e. The Parks and Recreation Commission, in an advisory capacity, reviewed the bids and made a recommendation to split the dates evenly and award the lower amount ($120) for all dates resulting in $720 in revenue for the town.
f. The policy states "The award shall be made to the bidder whose bid meets the requirements, terms and conditions contained in the bid specifications, and is the lowest among those bidders possessing the skill, ability, and integrity necessary for faithful performance of the work based on objective criteria considering past performance and financial responsibility (the "Lowest Responsible Qualified Bidder"). Bid award is not based solely on the lowest fee proposal submitted, but includes all other considerations listed below in "Lowest Responsible Qualified Bidder."
g. The term "Lowest Responsible Qualified Bidder" does not apply in this situation as the winning bidder will be paying the town for the right to service the event. However, the intent of the language is that the qualified bidder that is in the best financial interest of the town should win the bid.
h. To determine if the bidder is qualified, the policy outlines several criteria including "The ability and capacity of the bidder to perform the work based on an evaluation of the character, integrity, reputation, and experience of the bidder. Consideration shall be given to previous work performed by the bidder for the Town or the Board of Education or for other agencies, including the quality and degree of satisfaction with the work performed."
i. The policy also states "Modifications in the proposed scope of the bid may be made after bid openings provided that the basic bid is still in its essential form and that all bidders have the same opportunity to submit new prices in writing for those changes being considered."
j. No modification of scope was ever issued nor were bidders given an opportunity to submit new prices. There is nothing in the policy which states that the awarding authority can modify a bid without the consent of the bidder.
k. The RFP for the concessions states "The Board of Selectmen (BOS) is the awarding authority and may make an award in the best interests of the Town of Colchester. The BOS reserves the right to award individual dates to different concessionaires."

**Analysis**

Although no bids were actually required, it appears that there was a proper bid process for this situation. Two vendors submitted valid bids. The following are relevant questions and answers based on my interpretation of the applicable policies:

1. Can the awarding authority reject a bidder based on the past performance of a vendor?

   Yes, a bidder can be rejected. (Purchasing Policy, Section B, Part 4)

2. Can the awarding authority award a partial bid based on the past performance of a vendor?

   No, a partial bid may not be awarded based on past performance. The Purchasing Policy, when defining the "Lowest Responsible Qualified Bidder", speaks to the qualifications of a bidder. It is the bidder, not the bid, which is allowed to be rejected due to past performance. If it is determined that a bidder does not meet the qualifications due to past performance, there is no reason to even consider partial bid rejection.

3. Can the awarding authority split the dates?

   If the spirit of the Purchasing Policy is followed, then the award should be made to the qualified bidder who bid the highest amount per event. The awarding authority can split the dates if there is a tie bid or if a bidder is unavailable for a particular day. Although the RFP state that the "BOS reserves the right to award individual dates to different concessionaires", this appears to violate the intent of the purchasing policy if different bid amounts are involved.

# *Town of Colchester, Connecticut*

127 Norwich Avenue, Colchester, Connecticut 06415

Gregg Schuster, First Selectman


MEMO

To: Board of Selectman

From: Cheryl Hancin

Date: May 10, 2013

Re: Ice Cream Approval at Summer Concerts

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On May 6, the Recreation Commission reviewed the ice cream bid of $150/concert by New England Soft Serve –Dave Dander and a bid of $120/concert by Scotties Frozen Custard -Michael Haggerty for the RFP Ice Cream Concessions for the Summer Concert Series. The Recreation Commission recommended a split bid of:

- New England Soft Serve provides ice cream on June 27, July 11, & July 18 for **$120**/concert and either make-up date as needed of Aug. 15 and/or Aug. 22. (N. E. Soft. Serve was not available on all dates.)

- Scotties provides custard on July 25, Aug. 1 and Aug. 8 for **$120**/concert and either make-up date as needed of Aug. 15 and/or Aug. 22.

<u>Recommended Motion</u>

Motion for BOS to accept the split bid of $120/concert and authorize the First Selectman to sign all necessary documents.

# Town of Colchester

# Memo

**To:** **Board of Selectmen**
**From:** **Nancy A. Bray, Town Clerk**
**Date:** **May 16, 2013**
**Re:** **Renewal Schedule**

This is a contract renewal between our land record vendor, Cott Systems, and the Town of Colchester, Town Clerk's Office. This will be an addendum to the Master Agreement signed on Dec. 4, 2008. The list of existing hardware on the form attached is owned by the Town; the software and licenses are the items that we are billed for by Cott.

We continue to find this system easy to use both by our office and the customers we serve.

In order to enter into the agreement the following Motion should come before the Board:

**"Motion to appoint the First Selectman to sign the necessary contract paperwork between the Town of Colchester and Cott Systems, Inc. for a term of thirty-six (36) months from June 1, 2013 through May 31, 2016."**

***Thank you!***

cott systems

# Renewal Schedule

For **Nancy Bray, Town Clerk, Town of Colchester, CT**

Prepared on **Tuesday, May 07, 2013**

**Cott will continue to provide customer with the following products and services for a term of thirty-six (36) months from June 1, 2013 through May 31, 2016:**

- Resolution3 Software Assurance with three (3) user licenses for Indexing, Imaging, Search, and Fees.
- Recording Binders, Paper and Microfilm Creation

**Software Assurance** allows unlimited phone support and unlimited remote modem support as outlined in the Customer Support Processes Exhibit.

Software Assurance provides software patches and releases to the current version of our software to increase speed, improve efficiencies, and enhance the ease of operation for you and your staff. We adhere to a well-defined Software Update Process, utilizing your counterparts in your state as well as our own internal experts to identify and review any and all software updates prior to their release.

**Existing Hardware:**

| | | | |
|---|---|---|---|
| APG Cash Drawer | sn: W0278741080708-0010 | | |
| Epson Slip Printer | sn: JE4F000385 | Zebra 3842 | sn: 43J084800179 |
| Epson Slip Printer | sn: JE6F011155 | Zebra GX430T | sn: 32J10340615 |

**Assumptions and Requirements**

- Customer will continue to designate one point of contact in their office to communicate information to Cott.
- Cott Customer Support requests will be addressed as defined in Cott's Customer Support Processes Exhibit.
- Customer's proper use of software and compliance to all operating instructions.
- Customer is responsible for data entry standards or rules.
- A supported version of Cott's software products are currently installed and running.

| **Fees:** | **Current** | **New** |
|---|---|---|
| Resolution Software Assurance | $1,572/mo | $1,615/mo |

This *Renewal Schedule* ("Schedule") is by and between Cott Systems, Inc. ("Cott") and its customer ("Customer") identified below, and is being executed as an exhibit to Cott's *Master Agreement for Products and Services.* Cott and Customer have entered into this Schedule as of the date it is signed by Customer, under the provision this Schedule is only valid when signed by customer within (90) days of the date of signature by Cott.

Master Agreement for Products and Services — December 4, 2008 (Date Signed)

Town of Colchester, CT (County, Parish, Town)

| **COTT SYSTEMS, INC.** | **CUSTOMER** |
|---|---|
| Deborah A. Ball (Signature) | (Signature) |
| May 07, 2013 (Date) | (Date) |
| Deborah A. Ball, Chief Executive Officer (Print Name/Title) | (Print Name/Title) |
| Jennifer Rood (Attest) | (Attest) |

INFORMATION MANAGEMENT SOLUTIONS

## Master Agreement for Products and Services

This **Master Agreement for Products and Services** ("Agreement") is by and between Cott Systems, Inc., an Ohio Corporation with principal offices at 350 East Wilson Bridge Road, Worthington, Ohio 43085 ("Cott") and its Customer set forth below ("Customer").

### Products and Services Ordered Under This Agreement

Cott offers data management products and services for local governments and Customer has a need for some or all of the products and services offered by Cott. Cott will provide, and Customer will purchase, the products and services checked below or described in any applicable addendum to be executed by the parties. Addendums may be executed at any time during the term of this Agreement and will become part of and be incorporated in this Agreement.

- Auditing
- Auto Index Software
- Backfile of Record Books
- Books, Covers & Jackets
- Data Acquisition
- Data Conversion
- Day Forward Redaction
- Desktop
- Electronic Backups
- eCommerce
- eRecording
- Key from Image Workflow
- Hardware & Network Software
- Hardware Maintenance
- Historic Redaction
- History of Index Data
- Microfilm Creation
- Offsite Storage
- Online Index Books
- Plats
- Printouts
- Reindexing
- Remote Online Training
- Resolution
- Software Assurance
- Software Escrow
- Thin Office Resolution
- Toby Trax
- Verdict
- Webhosting

The Terms and Conditions, attached hereto, govern the provision of products or services by Cott under this Agreement and any Addendum executed by Cott and Customer.

Cott and Customer have executed this Agreement to be effective as of the date it is signed by Customer. The offer contained in this document will expire if Customer does not execute and deliver this Agreement to Cott on or before 60 days after Cott has signed this Agreement.

Colchester CT
(County, Parish, Town)

| COTT SYSTEMS, INC. | CUSTOMER |
|---|---|
| Jodie M. Bare 10.17.08 | Linda M. Hodge 12/4/08 |
| (Signature) (Date) | (Signature) (Date) |
| Jodie Bare | Linda M. Hodge |
| (Print Name) | (Print Name) |
| Jbare@cottsystems.com | selectman@colchesterct.gov |
| (Print Email Address) | (Print Email Address) |
| VCI President | First Selectman |
| (Print Title) | (Print Title) |
| Debbie Wilson | Marcia A. Bray |
| (Attest) | (Attest) |

# *TERMS AND CONDITIONS*

**1. Payments; Late Charges; Taxes.** Unless otherwise specified, all payments are due, without setoff, within 30 days after invoice. Late charges not to exceed three per cent (3%) per month, may be assessed by Cott on past due accounts unless prohibited by local law. Cott's fees are exclusive of all sales, use and similar taxes which may be levied as a result of the purchase of Cott's products or services by Customer, which taxes shall be the responsibility of Customer. If Customer is exempt from any tax, Customer shall provide Cott with a valid certificate of exemption.

**2. Warranty.** Other than any express warranties set forth in the Agreement or any applicable Addendum and Schedule, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR INTENDED USE OR NONINFRINGEMENT. Customer's sole and exclusive remedy for any failure of a product or service to conform to an applicable warranty shall be the repair of such product or refurnishing of such service according to the warranty. This exclusive remedy shall not have failed of its essential purpose. Customer specifically acknowledges that Cott's price for its products and services is based upon the limitations of Cott's liability as set forth in these Terms. These limitations shall survive any finding that the exclusive remedy of Customer failed of its essential purpose.

**3. Limitation of Liability.** IN NO EVENT SHALL COTT BE LIABLE FOR LOST PROFITS OR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, LIQUIDATED OR PUNITIVE DAMAGES EVEN IF COTT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. In any event, Cott's liability in the aggregate shall not exceed the amount received by Cott from Customer under the Agreement with respect to the applicable product or service. No action under the Agreement may be brought by either party more than one year after the cause of action accrued, except that an action for nonpayment may be brought within one year after the date of last payment.

**4. Governing Law.** The validity, interpretation and enforcement of this Agreement shall be governed by the state law where Customer resides.

**5. Force Majeure.** Cott will not be liable for any delay or failure due to fire, explosion, action of the elements, strikes or other labor disputes, restrictions imposed by law, rules or regulations of a public authority, acts of military authorities, war, terrorist acts, riots, civil disturbances, interruptions, or delays of utilities, telephone or telecom service, interruption of transportation facilities, and any other cause which is beyond the reasonable control of Cott, and which, by the exercise of reasonable diligence, Cott is unable to prevent. The happening of such Force Majeure will extend the time of performance to such extent as may be necessary to enable it to complete performance after the cause or causes of delay or failure have been removed.

**6. Assignment; Successors.** This Agreement will be binding upon and inure to the benefit of the parties hereto, and, except as otherwise specifically provided in the Agreement, their respective successors, and assigns; provided, however, that neither the Agreement, nor any rights under the Agreement, may be assigned, transferred, or encumbered by Customer, directly or indirectly, without Cott's prior written consent. Cott may assign this Agreement or any interest herein in connection with the transfer of substantially all of the assets or equity interest of Cott or one of its lines of business.

**7. Construction and Interpretation.** Subject headings are for convenience only. They do not define, limit or describe the scope or intent of the provisions of the Agreement. The Agreement shall be deemed to have been prepared jointly and any ambiguity shall not be interpreted against any party and shall be interpreted as if each of the parties had prepared the Agreement. Statements set forth in any preamble or recitals are made for the purpose of providing background information. Such statements do not constitute representations, warranties or covenants of the parties.

**8. Notices.** Except as otherwise specified, any notice or other communication shall be in writing and deemed given when delivered in person, by fax, e-mail or other electronic means and confirmation of receipt is received or two days after being sent by certified or registered United States mail, return receipt requested, postage prepaid, addressed to the party at the address set forth in the Agreement. A party may change its address for notices.

**9. Miscellaneous.** The Agreement, any Addendums and Schedules executed by Cott and Customer, any attachments or exhibits thereto and these Terms and Conditions constitute the complete and exclusive agreement between Cott and Customer with regard to their subject matter, and supersede all prior or contemporaneous agreements, understandings, discussions or representations. The Agreement may not be modified or amended except in a writing signed by Cott and Customer. Any term or provision of the Agreement that is invalid or unenforceable shall not affect the validity or enforceability of its remaining terms or provisions. No waiver of any term or provision will be effective unless in writing and signed by the party to be charged. No such waiver will be deemed a waiver of any subsequent default under the same or any other term or provision. Nothing herein expressed or implied is intended or shall be construed to give any person other than the parties hereto any rights or remedies. The Agreement, and any part thereof, may be executed in counterparts, each of which when so executed shall be deemed to be an original.

**10. Term.** This Agreement will begin when it is signed by Customer and continue until all Addendums have expired or terminated. These Terms and Conditions shall survive the termination or expiration of this Agreement.

**11. Breach.** Cott or Customer may terminate an Addendum if the other party materially breaches an Addendum and fails to correct the breach within 30 days following written notice specifying the breach. Such termination shall not relieve Customer's obligation to pay all fees accrued or sums due and remaining unpaid under the Addendum.

**12. Authority.** By execution of this Agreement or any Addendum, Customer represents and warrants that this Agreement and Addendum, as the case may be, has been properly approved and authorized in accordance with the laws, rules, regulations and procedures governing Customer, and that the person(s) signing on behalf of Customer are authorized to bind Customer to the terms and conditions thereof.

**13. No Solicit.** Customer agrees not to encourage or solicit any employee to leave Cott's employment or hire Cott employees.

**14. Order of Precedence.** Where possible, the terms of this Master Agreement and the terms of each Addendum and Schedule will be construed consistently. Where not possible, the terms of this Master Agreement will control unless specifically preempted by the terms of an Addendum or Schedule, in which case the Addendum or Schedule will control.

INFORMATION MANAGEMENT SOLUTIONS

# Software License and Software Assurance Addendum

This *Software License and Software Assurance Addendum* ("Addendum") is by and between Cott Systems, Inc. ("Cott") and its customer ("Customer") identified on the attached *Software Services Schedule* ("Schedule") and is being executed under *Cott's Master Agreement for Products and Services* in order for Cott to provide the software and services described herein.

1. **Grant of License.** In consideration of the payments specified in the Schedule, Cott grants and Customer accepts a non-exclusive, non-transferable, right and license ("License") to use the software specified and described in the Schedule including all elements, applications, by-products and databases of the software (collectively, the "Software"). The License will last for the period of time specified in the Schedule. The Software may be used solely on the server(s) and that number of associated workstations specified in the Schedule, at the location set forth therein. If a server or workstation is inoperative due to malfunction or maintenance, upon notice to and approval by Cott, Customer may temporarily use the Software on a backup server or workstation, as the case may be, until the licensed server or workstation is operative. Customer may make one copy of the Software and the User Manual and other written materials delivered by Cott in connection with the deployment of the Software (the "Documentation") for backup and archival purposes only, and such copy must include all appropriate copyright and proprietary notices. Upon notice to and approval by Cott, Customer may replace a server or workstation and transfer the Software to a replacement server or workstation at the same location set forth in the Schedule. Customer will not (a) exceed any limit on installations, users or other limitation specified in the Schedule; (b) sell, lease, license, sublicense or encumber the Software or the Documentation; (c) decompile, disassemble or reverse engineer any portion of the Software or the Documentation; or (d) write or develop any derivative software or any software program based on the Confidential Information (collectively, the "Limitations on Use").

2. **Inspection and Acceptance.** An operational system will be made available by Cott for review by Customer. The date of the earliest to occur of the following will be the "Go-Live Date": (a) the storage or indexing of data utilizing the Software, or (b) the recordation or acceptance of documents for recording by Customer or Customer's system, or (c) the databases associated with the Software are made available to the public. Within two (2) business days after the Go-Live Date, Customer will inspect, approve and accept all aspects of the operational system including the form, content, searchable data, appearance and functionality of the system. Unless Cott receives from Customer detailed written notice of deficiencies in the Software within two (2) business days of the Go-Live Date, Customer will be deemed to have accepted the Software. If Cott receives such notice, Cott shall use its best efforts to correct programming errors that are attributable to Cott, by way of correcting or replacing the Software and/or remedying program errors as promptly as possible. Customer agrees to cooperate with and assist Cott in the migration to and testing of the new system and in the diagnosis and correction of any deficiencies. Irrespective of whether deficiencies are noted, if the Software is in use by Customer, all fees and payments specified in the Schedule shall be due and paid in a timely manner.

3. **Software Assurance.** Cott's Software Assurance program contains two elements. Cott provides customer support services as described in the "Customer Support Processes Exhibit" and Cott provides software update services (collectively, "Software Assurance"). When Customer subscribes to Software Assurance, it will be specified and provided as described in the Schedule. Software Assurance begins as of the Go-Live Date and will last until the end of the month during which the applicable anniversary occurs. Provided Customer is not then in breach, Software Assurance entitles Customer to receive, at no additional charge, software patches ("Patches") and software releases ("Releases") to the current version of our software which increase the speed, efficiency or ease of operation of the Software. Patches typically are driven by Cott's Technical Support where the reported issue is deemed a software 'bug'. Releases are a group of enhancements to existing software modules that are requested by customers. Releases are governed by Cott's "Software Update Processes Exhibit", reviewed by customers using the same version of software within the same state, and are evaluated by a Cott committee prior to development and implementation. Any hardware or equipment upgrades that are necessary in order to install and run the Releases will be the responsibility of the Customer. Cott reserves the right to charge additional fees for modifications to the software requested by Customer which are beyond the scope of Patches and Releases as defined herein.

4. Software Assurance Fees. Customer may pay up front all Software Assurance fees for the Initial Support Term specified in the Schedule. In the absence of such up front payment (a) the Software Assurance fees will remain fixed until the applicable anniversary of the Go-Live Date, except that Cott may pass along to Customer an increase in third party system software support if announced by the software provider, and (b) on the applicable anniversary of the Go-Live Date, Cott may increase the Software Assurance fees with a maximum increase of ten percent (10%) of the then-current fees. The fees will not begin until the Go-Live Date and will be invoiced on the first day of each calendar month in advance.

After the expiration of the Initial Support Term, Software Assurance will automatically renew for additional one (1) year periods unless Customer notifies Cott, no later than ninety (90) days before the scheduled expiration of the Initial Support Term or the applicable renewal period. Cott will endeavor to notify Customer of the fees for renewal terms at least one hundred twenty (120) days prior to the expiration of the then-current term, but in any event will notify Customer of such fees prior to the expiration of the then-current term. If Cott is unable to notify Customer of the fees for the renewal period prior to the expiration of the then-current term, and Customer has not issued a timely notice not to renew the Software Assurance, and the fee increase exceeds five percent (5) % of the then-current fees, Customer may notify Cott within seven (7) days of its receipt of the fee notice of Customer's intention to cancel the Software Assurance. The cancellation will be effective on the last day of the month that Cott receives the notice.

5. **Termination; Material Breach.** This Addendum and the License and/or Software Assurance hereunder may be terminated by the non-breaching party if a "material breach" occurs. A "material breach" means any of the following which remain uncured to the reasonable satisfaction of the non-breaching party after ten (10) days notice specifying the breach is provided: (a) Customer's violation of the Limitations on Use; (b) Customer's unauthorized duplication of the Software or the Documentation; (c) Customer's violation of its obligations with respect to Cott's Confidential Information; (d) Customer's use of the Software on servers, workstations or other equipment not authorized pursuant to a Schedule; (e) Cott's failure to reasonably perform its obligations hereunder; or (f) Customer's failure to timely pay Cott all sums due hereunder. If a material breach occurs, this Addendum including any Schedules and the License and/or Software Assurance hereunder may be terminated, in the discretion of the non-breaching party, upon written notice of termination.

6. Early Termination of Software Assurance. Customer may terminate Software Assurance by providing sixty (60) days written notice to Cott. Cott is entitled to recover from Customer and Customer shall pay twenty-five percent (25%) of the sum of the remaining monthly Software Assurance fees for the then-current term as liquidated damages and not as a penalty. Cott will cease providing the Software Assurance on the last day of the monthly term that occurs sixty (60) days after Cott's receipt of the termination notice. Customer will be responsible for the monthly Software Assurance fees up to the date of termination. If any software license fees remain payable under this Addendum, all such fees shall be paid in full at time of Software Assurance termination.

7. **Training.** Cott will provide training on the operation of the Software as specified in the Schedule. Cott training options may include though are not limited to training at Customer's location, training at Cott's location and remote online training over the internet. Training days are measured by the number of Cott personnel utilized, multiplied by the number of days that training is provided and include travel time for Cott personnel to travel to and from Customer's location. For example, two Cott personnel traveling one-half day to Customer's location, providing four days of training, and traveling one-half day to return to Cott would amount to 10 training days. One day of training shall be defined as not fewer than 6 and ½ hours. Cott reserves the right to charge additional fees for additional training requested by Customer, and for training beyond the scope of training specified in the Schedule. Cott will notify Customer of any additional charges.

8. **Patent and Copyright Indemnification.** Cott will defend at its expense any action brought against Customer based upon a claim that the Software infringes any patent, copyright, trade secret or other proprietary right of any third party and pay any costs and damages finally awarded against Customer in such action, which are attributable to such claim, provided that Customer notifies Cott promptly in writing of the claim and Cott is given the opportunity of fully participating in the defense and/or agrees to any settlement of such claim. Such indemnity, however, is specifically exclusive of any such claims which arise or result from the alteration of the Software by anyone other than Cott; the misuse of the Software; the use of the Software in combination with software not delivered or furnished by Cott; or use of the Software in the manner for which the same was neither designed nor contemplated. If Customer, as a result of a dispute regarding a proprietary right, is required to cease using the Software, Cott shall either (i) modify the Software so that Customer's use hereunder ceases to be infringing or wrongful, or (ii) procure for Customer the right to continue using the Software. If, after reasonable efforts, Cott is unable to achieve either (i) or (ii) above, either party shall have the right to terminate this Addendum upon thirty (30) days written notice to the other.

9. **Warranty.** Cott warrants that the Software will perform in substantial accordance with the functional overview provided in the Schedule for so long as Customer subscribes to Software Assurance. Customer shall give Cott prompt notice of any defect. If Cott determines that the Software is defective in materials or workmanship and is covered by the warranty, Cott will either repair the defect or replace the defective portion of the Software. Cott will be afforded a commercially reasonable period of time to remedy the defect and will not be considered in breach if Cott commences to cure the defect within such period and diligently proceeds towards the remedy of the defect. The foregoing are Customer's sole and exclusive remedies for breach of this warranty. This warranty is expressly contingent upon proper use and application of the Software at all times in accordance with the Documentation and provided Customer has installed all Patches and Releases available since the install date. The warranty does not apply if (a) the Software is modified or adjusted by anyone other than Cott's authorized representatives;

(b) the modification, adjustment or replacement of the Software is required wholly or partially because of accidents, neglect or improper operating conditions; or (c) malfunctions or errors are caused by defects in Customer's associated equipment, software, terminals or networks.

10. **Disclaimer of Warranty.** COTT DISCLAIMS ANY AND ALL RESPONSIBILITY OR LIABILITY FOR THE ACCURACY, CONTENT, DISCLOSURE, COMPLETENESS, LEGALITY OR RELIABILITY OF INFORMATION DISPLAYED AS A RESULT OF THE USE OF THE SOFTWARE. EXCEPT AS SPECIFICALLY SET FORTH HEREIN, NEITHER COTT NOR ANY OF ITS VENDORS MAKES ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE SOFTWARE OR THE OTHER PRODUCTS OR SERVICES PROVIDED BY COTT OR THE FUNCTIONALITY, PERFORMANCE, RELIABILITY, COMPLETENESS, TIMELINESS, SECURITY OR RESULTS OF USE THEREOF. WITHOUT LIMITING THE FOREGOING, EXCEPT AS SPECIFICALLY SET FORTH HEREIN, NEITHER COTT NOR ANY OF ITS VENDORS WARRANTS THAT THE SOFTWARE OR THE OTHER PRODUCTS OR SERVICES PROVIDED BY COTT OR THE OPERATION THEREOF ARE OR WILL BE COMPLETE, ACCURATE, ERROR-FREE, UNINTERRUPTED OR SECURE OR MEETS OR WILL MEET CUSTOMER'S REQUIREMENTS.

11. **Confidentiality.** "Confidential Information" means object code and machine-readable copies of the Software, Documentation, information, specifications, trade secrets, viewable pages, screen shots or other images of the Software intended for use or viewing only by employees of Customer (as opposed to the public at large) and any other proprietary information supplied to Customer by Cott. Customer acknowledges that the Confidential Information constitutes valuable trade secrets and agrees that it will use the Confidential Information solely in connection with its internal use of the Software and will not disclose, or permit to be disclosed, the Confidential Information to any third party without Cott's prior written consent.

12. **Data Presented.** While the Software allows for excluding certain data from being viewable when accessing the Customer's base system, Customer acknowledges and agrees that Customer is responsible for complying with all applicable laws regulating the disclosure of private, sensitive or personal information. Cott exercises no control over, and specifically rejects any responsibility for the form, content, accuracy or quality of information passing or obtained through or resident on Customer's base system. Customer is responsible for determining which records, fields, data, images or portions thereof, are available for searching or viewing from Customer's base system. Customer will be responsible for implementing and carrying out such standards, and Customer is responsible for any data input errors. If Customer's searchable data is accessible over the internet, Customer will permit Cott to include in the viewable portion of Customer's web site customary terms of use applying to Customer's end-users, and any provisions reasonably required by Cott from time to time.

13. **Ownership of Software and Data.** Nothing in this Addendum shall be construed to grant Customer any ownership right in the Software or Documentation. Cott and Customer agree that Cott is the owner of the Software and the overall look, feel and design of the Software. Customer is the owner of the data on Customer's system. Customer owns all rights and privileges to such data and Cott will not remarket or claim ownership in it.

14. **Indemnity.** Where permitted by applicable law, Customer agrees to indemnify and hold harmless Cott and its employees and agents from and against any claims, causes of action, losses, damages, costs or expenses (including reasonable attorneys' fees) arising out of or relating to the use of Customer's system by third parties and end-users.

15. **End Users.** Customer acknowledges and agrees that Customer, and not Cott, will provide customer service for Customer's end-users, including though not limited to public searchers and internet users of Customer's system, and accordingly Customer will be the point of contact for all questions and problems from Customer's end-users. If the standard software template permits Customer to establish individual end-user accounts with passwords, Customer is responsible for establishing, managing and monitoring end-user accounts.

16. **Standard Terms.** Cott's *Master Agreement for Products and Services* also applies to the provision of products and services by Cott under this Addendum and the terms of such agreement are hereby incorporated by reference. The terms actually set forth in this Addendum will govern in the event of any conflict or inconsistency between its terms and the terms set forth in any other document between the parties.

The terms of this Addendum govern the provision of Software and services by Cott under this Addendum and any Schedule executed by Cott and Customer hereunder. Schedules may be executed at anytime during the term of this Addendum and will become part of and be incorporated in this Addendum.

May 16, 2013

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

Re: Professional Services Agent – Town of Colchester Small Cities Housing Rehabilitation Program Income

Attn: Ms. Maggie Wasicki, Finance Director

Dear Mr. Schuster,

Please find enclosed three (3) copies of the Professional Services Agreement for our firm's services related to the coordination and management of the Town's Housing Rehabilitation Program Income funds to assist income eligible applicant with housing rehabilitation.

Please execute all three (3) copies and return two (2) to us and retain one for your files.

Please contact Mr. Peter Testa at 203-573-1188 x 213 to initiate Program activities and processing.

We look forward to working with you and continuing our involvement with the Town of Colchester.

Very truly yours,

Laurence E. Wagner
LEW/lmw

Cc: Peter Testa

L. Wagner & Associates
51 LAKESIDE BOULEVARD EAST • WATERBURY, CT 06708 • (203) 573-1188 • FAX (203) 573-1373

Town of Colchester
Project #SC-028-13

05/13

PROFESSIONAL SERVICES CONTRACT

BY AND BETWEEN

TOWN OF COLCHESTER, CT

AND

L. WAGNER AND ASSOCIATES, INC.

This Agreement, entered into as of this 16 day of May, 2013 by and between the Town of Colchester, a Municipality incorporated with the State of Connecticut, acting herein through its First Selectman as duly authorized, (hereinafter referred to as "Municipality"), and L. Wagner & Associates, Inc., a Connecticut corporation acting herein through its President, Laurence E. Wagner, as duly authorized, d/b/a L. Wagner and Associates (hereinafter referred to as "Consultant").

WITNESSETH:

WHEREAS, the Municipality, recognizing the existence of certain housing, economic and/or community development needs within the community, wishes to continue its Housing Rehabilitation Program Income activities and carry out such activities to meet those needs;

WHEREAS, the Municipality finds that the Consultant is best suited and qualified to undertake and perform the work required to assist the Municipality in implementation of the approved Project and Program; and

WHEREAS, the Municipality has determined that the Consultant can best meet the Municipality's needs for services; and

WHEREAS, the Municipality finds the engagement of the Consultant for professional services and implementation of program/project activities to be in the best procurement interest of the Municipality in accordance with the requirements of 24 CFR Part 85.36; and

NOW, THEREFORE, the Parties hereto do mutually agree as follows:

ARTICLE I – EMPLOYMENT OF CONSULTANT

The Municipality has retained, engaged and designated the Consultant to act as the agent of the Municipality to administer and monitor the program/project activities for compliance for projects and activities related to the Housing Rehabilitation Program Income. The Consultant hereby agrees to perform the professional services hereinafter set forth herein and, in consideration for such services, the Municipality agrees to compensate the Consultant pursuant to Article II hereof. It is specifically understood that the Consultant shall not provide or be required to provide architectural or engineering services as part of this Agreement.

For the purpose of the following Articles, the term Municipality includes the Chief Elected and/or Administrative Officials of the Municipality, the legislative body of the Municipality and/or any other official, representative, staff member, commissioner or agent of the Municipality, which or whom is duly designated and authorized by the Municipal signatory of this Contract to act as the Program Director and/or staff liaison with the Consultant.

## ARTICLE II – PROGRAM IMPLEMENTATION

### SECTION A – SCOPE OF SERVICES

The Consultant is retained to provide services to carry out project activities required by the Municipality utilizing its Housing Rehabilitation Program Income and assist the Municipality, as its designated agent to assist with project implementation in conformance with applicable local, State and Federal laws and regulations. Such services shall include, but not necessarily be limited to, those technical, professional, and administrative services required by the Municipality to implement and carry out the activities approved as part of such Program and required by CDBG regulations, subject to the limitations herein noted.

1. General Administration/Grant Management. The Consultant shall provide assistance to the Municipality with administrative coordination/grant management as is deemed necessary by the Municipality to implement the Program/Project on an on-going basis during the approved budget period. To accomplish this general task, the Consultant shall perform such activities as required, including but not necessarily limited to the following:

    a. Prepare and submit such reports as required to implement the Program including but not limited to Quarterly and Annual Progress Reports, Section 3 Plan, etc.

    b. Monitor project specific activities for requirements for compliance with Federal and State program regulations such as Fair Housing, Section 3, etc., necessary to carry out the activities and administer the Program.

2. Financial Administration/Management. The Consultant shall provide assistance to the Municipality in the financial administration/management of program funds in order to track program expenses and provide administrative support to the Municipality.

    Financial administration/management shall include but not necessarily be limited to the following:

    a. Prepare and submit a payment requisition to the Municipality for each program expense authorized for payment including amount, payee, authorized program year and budget line items and signed by a duly authorized official of the Consultant.

    b. Maintain financial records in a form suitable for DECD review of program expenses and encumbrances to include the tracking of any program income generated by project activities.

c. Provide such financial data and reports as may be required by the Municipality or DECD or others, including Quarterly and Annual Program progress reports, for normal program operation. This shall not include the Municipalities Single Audit but the Consultant shall provide support data and be available for clarification of financial records if necessary.

3. Rehabilitation Technical Assistance. If applicable, the Consultant shall provide staff services to the Municipality to assist it in carrying out any rehabilitation component of its approved Program. To accomplish this general task, the Consultant shall perform such activities as required, including but not necessarily limited to the following:

   a. Assist the Municipality with publication and outreach for rehabilitation activities.

   b. Review and recommend applications for owner participation based on eligibility guidelines.

   c. Prepare a form of Agreement to be executed by any and all private property owners involved in the Program, which shall outline the responsibilities, obligations, rights, indemnifications, representations and warranties of the Municipality, Consultant, and property owner, as well as the terms and conditions under which an owner may participate in the Program.

   d. Prepare general specifications for work to be performed, and if necessary for further review or preparation by architect or engineer.

   e. Coordinate the review of specifications with appropriate local officials, i.e. Building Official, Fire Marshall, etc., if required.

   f. Assist the property owner in procurement of project bids to meet State/Federal procurement standards. The Consultant shall not have control over, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, nor shall the Consultant be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Consultant shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

   g. Review bids received and identify for the Municipality allowable project cost.

   h. Review construction work on a periodic basis to determine extent of completion, subject to necessary architect or engineering review or local Building Department inspections.

The Consultant may visit the site at intervals appropriate to the stage of construction, or as otherwise required by the Municipality or Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Consultant shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Consultant shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

The Consultant has the authority to reject Work or materials that do not conform to the Contract Documents. Whenever the Consultant considers it necessary or advisable, the Consultant shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Consultant nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Consultant to the Owner, Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

Interpretations and decisions of the Consultant shall be consistent with the intent of, and reasonably inferable from, the Contract Documents, and shall be in writing. When making such interpretations and decisions, the Consultant shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations and decisions rendered in good faith. The Consultant's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

i. Provide assistance to the Municipality in DECD monitoring visits.

j. Such other activities and items necessary to effectively implement the rehabilitation activities and provide Program compliance. The Consultant shall not be required to provide architectural or engineering services as part of this agreement.

The Consultant shall review the amounts due the Contractor, and shall issue payment requisitions in such amounts. The Consultant's payment requisition shall constitute a representation to the Municipality, based on the Consultant's evaluation of the Work and on the data comprising the Contractor's Application for Payment, that, to the best of the Consultant's knowledge, information and belief, the Work has progressed to the point indicated. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, (4) to specific qualifications expressed by the Consultant, and (5) subject to the approval of payment by the Owner for work invoiced.

The issuance of a Certificate for Payment shall not be a representation that the Consultant has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers or other data requested to substantiate the Contractor's right to payment, and (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

k. The Consultant shall provide the services identified pursuant to this Agreement for all funds available under the approved Program including any funds generated as Program Income during the term of this agreement.

SECTION B – TIME OF PERFORMANCE

The Consultant shall assist the Municipality in performing and completing its Program/Project implementation in a timely and efficient manner from the date of this Agreement until July 31, 2015.

SECTION C – COMPENSATION

1. The Compensation to the Consultant under Article II shall be on a per diem basis. A day shall consist of eight (8) hours of work. Portions of a day shall be based upon the per diem rate of the Consultant in effect at the time of the service. Per Diem rates shall include all normal operating costs of the Consultant including routine reproduction costs, local travel, burden, overhead, and fringes. Local travel is defined as any travel or transportation expense within the State of Connecticut. Per Diem rates shall not include the cost of major reproduction of plans or specifications, advertising, or the cost of postage for mass mailings.

   These costs shall be billed directly to the Municipality as additional expenses. Where the compensation is on a per diem basis, the Consultants cost shall not exceed the amounts of the most current Program Income Plan. The Municipality shall not request the Consultant to provide additional services which would cause the fees to exceed the latest approved amount indicated in the Program Income Plan unless or until said amount has been revised. Per diem rates for various classifications shall be in accordance with Attachment I, "Schedule of Per Diem Rates" attached hereto and made a part hereof. Rates shall be in effect until the date specified on Attachment II, and shall be subject to increase on an annual basis. All fees, disbursements, expenses and other sums which are payable to the Consultant hereunder shall be paid to the Consultant within thirty (30) days of the date of the invoice (s). Invoices unpaid more than 30 days shall accrue interest at the rate of 1.5% per month until paid.

## ARTICLE III – OTHER PROVISIONS

### SECTION A – NON-FEDERAL LABOR STANDARDS PROVISIONS

All labor standards provisions of applicable State and local law are included in this Contract: Provided, that the inclusion of such provisions in this Contract shall not be construed to relieve the Consultant or any subconsultant from the pertinent requirements of any corresponding Federal Labor Standards Provisions applicable to this Contract, and provided further, that the limitation, if any, in these non-Federal labor standards provisions upon hours per day, per week, or per month which the employees engaged on the work covered by this Contract may be required or permitted to work thereon shall not be exceeded. Where minimum rates of pay required by or set forth in the Federal labor standards provisions of this Contract for corresponding classifications, such State or local minimum rates shall be the applicable minimum rates of pay for such classification.

### SECTION B – FEDERAL LABOR STANDARD PROVISIONS

The provisions of Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR, Part 5) do not apply to this Contract.

### SECTION C – TERMS CONDITIONS AND INDEMNITIES

This Agreement incorporates the Standard Terms, Conditions and Indemnities for Contracts over $10,000 attached hereto as Attachment II.

### SECTION D - MISCELLANEOUS

1. The Municipality has taken all actions necessary to authorize the execution and performance of this Agreement. This Agreement contains the entire understanding of the parties and may not be modified except by an instrument in writing executed by the parties hereto.

2. No one prohibited pursuant to federal, state or local law, shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.

3. If any court shall hold a provisions or provisions of this Agreement to be invalid, the remainder of this Agreement shall not be thereby affected if the Program can be effectively accomplished pursuant to the terms of such remainder.

4. Nothing contained in this Agreement shall create or justify any claim against the Consultant, its employees or agents, by any person or entity whatsoever that is not a party to this Agreement. This Agreement is not intended to be for the benefit of any party who is not a party to this Agreement.

5. Pursuant to 24 CFR 570.206, the Consultant may assist the Municipality in obtaining other Federal and/or State funding consistent with its housing, economic and community development needs and objectives.

   Such additional work shall be carried out under the terms of this agreement and be authorized by a separate task order providing a detailed scope of work cost approach and fee methodology and time frame.

IN WITNESS WHEREOF, the Consultant, acting by its duly authorized President has executed this agreement, and thereafter the Municipality, acting by its First Selectman, has executed this agreement on the 16 day of May, 2013.

Town of Colchester:

BY _____
Signature
Gregg Schuster, First Selectman

L. WAGNER & ASSOCIATES, INC.

BY _____
Signature
Laurence E. Wagner, President

ATTACHMENT "I"

PER DIEM RATES

| | Classification | Rates |
|---|---|---|
| 1. | Principal in Charge | $1,000 |
| 2. | Program Supervisor | $800 |
| 3. | Senior Rehabilitation Specialist/Senior Contract Specialist | $720 |
| 4. | Rehabilitation Specialist/Contract Specialist | $600 |
| 5. | Rehabilitation Assistant/Assistant Program Specialist<br>Assistant Contract Specialist | $440 |
| 6. | Administrative Assistant, Financial Assistant | $400 |

* Effective until December 31, 2013. Subject to renegotiation thereafter.

Compensation to the Consultant shall be based on a per diem basis, other consultant services required and provided under an approval Agreement, shall be compensated at the daily rate noted above.

A day shall consist of eight (8) hours of work including; travel time to the site. Portions of a day shall be based upon the per diem rate of the Consultant in effect at the time of the service. Per diem rates shall include; all telephone calls, local travel, burden, overhead and fringes. Local travel is defined as; any travel or transportation expense for travel within the State of Connecticut. Non-local travel, major reproduction costs, etc., will be reimbursed by the municipality at actual cost.

When compensation is on a per diem basis, a mutually agreed upon, "not-to-exceed" amount shall be established in the Agreement. The municipality shall not request the Consultant provide additional services which would cause the fees to exceed the amount established in the Agreement unless said amount has been revised by an amendment.

The community and the Consultant may elect by mutual agreement to use the lump sum method of payment for project services when activities can be reasonable quantified.

LEW/rev:
11/96

ATTACHMENT II

PART II- STANDARD TERMS, CONDITIONS AND INDEMNITIES
FOR CONTRACTS OVER $10,000.

The following terms, conditions and indemnities are agreed to by parties hereto, and the Consultant relies upon such in the performance of its services hereunder:

1. POLICY MATTERS

The Consultant shall provide advice and assistance to the Municipality regarding the Program activities, but it shall be expressly understood that in all matters of policy, or procedure determinations, final authority rests with the Municipality, subject to DECD approvals. The Consultant shall not make major policy determinations relating to program activities, but shall assist the Municipality in making such policy determinations as may be required.

2. CONTRACT PROVISION

The Consultant shall be permitted to include in each and every Agreement regarding the Program hereunder, whether involving the Municipality, owner of property and/or building contractor, provisions that the Consultant, his associates, employees and/or agents shall not be liable for property damage or for bodily injury suffered by anyone during the course of construction under the Program, nor shall the actions of the Consultant be intended to be of benefit to any party not part of this agreement.

3. THIRD PARTY CLAIMS

At its own expense the Municipality will protect, defend, and save harmless the Consultant, its officers, employees and agents from any suit or claim by any person or entity whatsoever not a party to this Agreement which arises from the Program or from this Agreement.

4. CONSULTANT LIABILITY

No officers, agents or employee of the Consultant shall be personally liable for damage or injury, not wanton or willful, caused in the performance of his duties and within the scope of his employment. Any person having a complaint for such damage or injury shall present it as a claim against the Municipality under the provisions of the applicable state or municipal law.

5. INDEMNITY

Municipality agrees to indemnify, defend, save and hold Consultant its officers, agents and employees harmless from and against any and all damage, liability, loss, expense, judgment or deficiency of any nature whatsoever (including, without limitation, reasonable attorneys' fees and other costs and expenses incident to any suit, action or proceeding) incurred or sustained by Consultant which shall arise out of or result from Consultant's performance in good faith of services pursuant to this Agreement provided such suit or claim does not arise due to the wanton or willful misconduct of the Consultant, its agents and employees.

6. DEFENSE OF CLAIMS

Should any claim be made, or suit or proceeding be instituted against Consultant which would be a matter for which Consultant is entitled to indemnification under this Agreement ("Claim"), Consultant shall notify Municipality in writing concerning the same within a reasonable time after the assertion or commencement thereof. Municipality shall provide the defense of such Claim at its cost, and shall use its best efforts to defeat or minimize any loss resulting from it. Consultant and Municipality shall provide each other with such information and opportunity for consultation as may reasonably be requested, and Consultant shall be entitled to participate in the defense of a Claim and to engage counsel for such purpose.

7. EXECUTIVE ORDER NO. THREE

This Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971, and, as such, this Contract may be canceled, terminated or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Three, or any State of Federal law concerning nondiscrimination, notwithstanding that the Labor Commissioner is not a party to this contract. The parties of 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 to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination, until the contract is completed or terminated prior to completion.

8. EXECUTIVE ORDER NO. SEVENTEEN

This contract is subject to the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such, this contract may be canceled, terminated or suspended by the Commissioner of Economic and Community Development or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner may not be a party to this contract. The parties of 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 said Executive Order and agree that the Commissioner of Economic and Community Development and the State Labor Commissioner shall have joint and continuing jurisdiction in respect to listing all employment openings with the Connecticut State Employment Service.

9. DECD FUNDS

It is specifically agreed that the Consultant will not proceed with any work which will cause financial obligation hereunder to exceed the sums available from the Program grant, as approved, without prior written authorization from the Municipality.

10. TERMINATION FOR CAUSE

If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner his obligations under this Contract, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Contract, the Municipality shall, thereupon, have the right to terminate this Contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Consultant under this Contract shall, at the option of the Municipality, become its property and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed prior to the effective date of termination.

11. TERMINATION FOR CONVENIENCE OF MUNICIPALITY

Either party to this Contract may terminate this Contract at any time by a notice in writing, effective not less than seven (7) days prior to the termination date. If the Contract is terminated by the Municipality as provided herein, the Consultant will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Consultant covered by this Contract, less payments of compensation previously made: Provided, however, if less than sixty (60%) percent of the services covered by this Contract have been performed upon the effective date of such termination, the Consultant shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses incurred by the Consultant during the Contract period which are directly attributable to the uncompleted portion of services covered by this Contract.

12. MODIFICATIONS TO THE SCOPE OF SERVICES

The Municipality may, from time to time, request changes in the scope of the services of the Consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of the Consultant's compensation, which are mutually agreed upon by and between the Municipality and the Consultant, shall be incorporated in written amendments to this Contract.

13. PERSONNEL

a. The Consultant represents that he has, or will secure at his own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Municipality.

b. All the services required, hereunder, will be performed by the Consultant or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

c. No person who is serving sentence in a penal or correctional institution shall be employed on work under this Contract.

14. ANTI-KICKBACK RULES

Salaries of any and all employees of the Consultants performing work under this Contract shall be paid unconditionally and not less than once a month without deduction or rebate on any account except only such payroll deductions as are mandated by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1984 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title U.S.C., Section 874; and Title 40 U.S.C., Section 276C). The Consultant shall comply with all applicable "Anti-Kickback" regulations and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

15. WITHHOLDING OF SALARIES

If, in performance of this Contract, there is an underpayment of salaries by the Consultant, the Municipality shall withhold from the Consultant out of payments due to him an amount sufficient to pay to employees underpaid the difference between the salaries required thereby to be paid and the salaries actually paid such employees for the total number of hours worked. The amounts withheld shall be disbursed by the Municipality for and on account of the Consultant to the respective employees to whom they are due.

16. CLAIMS AND DISPUTES PERTAINING TO SALARY RATES

Claims and disputes pertaining to salary rates or to classifications of employees under this Contract shall be promptly reported in writing by the Consultant to the Municipality for the latter's decision which shall be final with respect thereof.

17. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Contract, the Consultant agrees as follows:

a. The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Municipality setting forth the provisions of this nondiscrimination clause.

b. The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

c. The Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding on each party.

d. Pursuant to the provisions of Public Act No. 91-58 of the 1991 Sessions of the Connecticut General Assembly, the contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants of employment; (3) the contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f of the general statutes and with each regulation on 46a-56, 46a-68e and 46a-68f of the general statutes; (4) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records, and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and sections 46a-56 of the general statutes.

18. DISCRIMINATION BECAUSE OF CERTAIN LABOR MATTERS

No person employed on the work covered by this Contract shall be discharged or in any way discriminated against because he has filed any complaint or instituted or caused to be instituted any proceedings or has testified or is about to testify in any proceedings under or relating to the labor standards applicable hereunder to this employer.

19. COMPLIANCE WITH LOCAL LAWS

The Consultant shall comply with all applicable laws, ordinances, and codes of the State and local governments, and shall not commit to trespass on any public or private property in performing any of the work embraced by this Contract.

20. SUBCONSULTANTS

The Consultant may, from time to time, find it necessary to secure outside assistance to implement the scope of services contained in this Agreement. Nothing contained herein in this Agreement shall prohibit the Consultant's use of subconsultants as the Consultant deems appropriate. The Consultant shall advise and receive approval from the Municipality, the cost of subconsulting services shall be paid directly by the Municipality. No overhead, labor, burden costs of the Consultant shall be added to the subconsultant cost.

21. ASSIGNABILITY

Nothing contained herein in this Agreement shall prohibit either party to this Agreement from assigning the rights, duties, responsibilities, privileges, and compensation from under this Agreement to its legitimate and legal heirs, assigns, successors, etc..

All parties hereto to this Agreement hereby bind all heirs, assigns, successors, and others to the terms of this Agreement without regard to either parties contrived presence or continuing capacity under the terms of this Agreement, Provided, however, that claims for money due or to become due to the Consultant from the Municipality under this Contract may be assigned to a bank, trust company, other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment of transfer shall be furnished promptly to the Municipality.

22. INTEREST OF MEMBER OF THE MUNICIPALITY

No member of the governing body of the Municipality, and no other public official, officer, employee, or agent of the Municipality who exercises any functions or responsibilities in connection with the carrying out of the Community Development Block Grant Program activity to which this Contract pertains, shall have any personal interest, direct or indirect, in this Contract.

23. INTEREST OF CERTAIN FEDERAL OFFICIALS

a. No member of or Delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of this Contract or to any benefit to arise herefrom.

b. By execution of this Agreement, the Consultant hereby certifies that the following applies to all contracts exceeding $100,000 of Small Cities funds:

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

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

c. The Municipality shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclosure accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite of making or entering into this transaction imposed by Section 1352, Title 31, and U.S. Code.

24. INTEREST OF CONSULTANT

The Consultant covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of his services hereunder during the term of this Agreement. The Consultant further covenants that in the performance of this Contract no person having any such interest shall be employed.

25. ACCESS TO RECORDS

The Municipality, the Federal Department of Economic and Community Development and Urban development, State Department of Economic and Community Development, the Comptroller General of the United States, Attorney General of the State of Connecticut, or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the Consultant which are directly pertinent to this Agreement for the purpose of making audit examination, excerpts, and transcriptions. The Consultant shall be required to preserve all such records for two (2) years after program completion.

26. COMPLIANCE WITH OTHER FEDERAL LAWS

The Consultant agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970 (42 U.S.C 1857 et. seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et. seq.), as amended. Violations shall be reported to the grantor and the Regional Office of the Environmental Protection Agency.

27. THIRD PARTY COMPLIANCE

The Consultant agrees under terms of the Agreement to assist the Municipality and any owner of property involved in the Program in mandating the compliance with all appropriate federal, state and local news applicable to any and all building contractor or subcontractors involved in the Program activities.

Youth & Social Services

# Memo

**To:** Board of Selectman

**From:** Valerie Geato

**Date:** June 4, 2013

**Re:** YSB Grant

---

**Recommended Motion**

Approve the application for the YSB Grant and authorize the First Selectman to sign all necessary documents.

1) The purpose of the YSB Grant Program is to assist municipalities and private youth-serving organizations designated to act as agents for municipalities in establishing, maintaining or expanding such youth service bureaus. See Connecticut General Statutes, Section 10-19n. Services that may be provided include:

- recreational activities;
- individual and group counseling;
- parent training and family therapy;
- work placement and employment counseling;
- alternative and special educational opportunities;
- outreach programs;
- teen pregnancy services;
- suspension/expulsion services;
- diversion from juvenile justice services;
- prevention programs including youth pregnancy, suicide, violence, alcohol and drug and
- programs that develop positive youth involvement.

127 NORWICH AVE ◆ COLCHESTER, CT 06415 ◆ (860) 537-7255 ◆ FAX (860) 537-1731
www.colchesterct.gov/youthservices
*A Member of Connecticut Youth Services Association*

# CONNECTICUT STATE DEPARTMENT OF EDUCATION

## BUREAU OF HEALTH/NUTRITION, FAMILY SERVICES AND ADULT EDUCATION

*Application for Funds*

# YOUTH SERVICE BUREAU GRANT PROGRAM
## July 1, 2013 – June 30, 2015

**Purpose:** To assist municipalities or private agencies serving youth, which are designated to act as agents for such municipalities in establishing, maintaining or expanding such Youth Service Bureaus.

Pursuant to Sections 10-19m and 10-19p of the Connecticut General Statutes.

Applications Due: **May 17, 2013**

Published: **April 2013**
RFP #120

# Connecticut State Department of Education

Stefan Pryor
Commissioner of Education

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

Inquiries regarding the Department of Education's nondiscrimination policies should be directed to: Levy Gillespie, Equal Employment Opportunity Director/American with Disabilities Act Coordinator, State of Connecticut Department of Education, 25 Industrial Park Road, Middletown, CT 06457, 860-807-2101, Levy.Gillespie@ct.gov.

**AN EQUAL OPPORTUNITY/AFFIRMATIVE ACTION EMPLOYER.**

# *TABLE OF CONTENTS*


Overview ..... 1
Purposes and General Information ..... 1
Who May Apply? ..... 2
Grant Award Period ..... 2
Available Funds and Local Match Requirements ..... 2
Required Program Evaluation, Data Collection and Professional Development Activities ..... 2
Deadline and Use of Application Form ..... 3
Affirmative Action Assurances ..... 3
Additional Obligations of Grantee ..... 3
Due Dates and Ongoing Reporting ..... 4
Freedom of Information Act ..... 4
Management Control of the Program and Grant Consultation Role of CSDE Personnel ..... 4
Annie E. Casey Foundation ..... 4
Facsimile (Faxed) Copies ..... 4
Technical Assistance ..... 4
Application Requirements and Format ..... 4
Directions for Completing Application Form ..... 5
- A. Title Page ..... 5
- B. Youth Service Bureau Profile ..... 6
- C. Administrative Core Unit Strategies and Activities ..... 6
- D. Direct Services Unit Strategies and Activities ..... 7
- E. Advisory Board Composition Report ..... 9
- F. Impact of Services: Professional Development Work Plans ..... 10
- G. Grant and Local Match Budget ..... 10
- H. Budget Narrative ..... 11
- I. Annie E. Casey Foundation ..... 12
- J. Statutory Requirement of Administrative Core Unit Functions ..... 12

Appendices ..... 13
- A. Application ..... 14
- B. List of Youth Service Bureaus Eligible for State Grants ..... 27
- C. List of Towns/Youth-Servicing Agencies and CSDE Codes ..... 28
- D. Youth Service Bureau Laws and Regulations ..... 30
- E. Affirmative Action Materials ..... 32
- F. Youth Service Bureau Results Based Accountability Sample Strategies and Activities ..... 33
- G. Statutory Requirements of Administrative Core Unit Functions ..... 36
- H. Statement of Assurances ..... 37

## *Overview*

Local communities began to develop Youth Service Bureaus (YSBs) in the 1960's as a response to a growing number of issues affecting youth. The role of the YSBs has been broadened to include both advocacy and coordination of a comprehensive service delivery system for youth. YSBs are organized to provide:

- administrative services, including an assessment of youth needs and the coordination of services for youth;
- direct services for youth; and
- administrative core unit functions.

The administrative core unit functions are:

1. General Administration
2. Research
3. Resource Development
4. Community Involvement
5. Youth Advocacy

Additionally, each YSB is required to have an advisory board responsible for making recommendations on overall policy and program direction of the Bureau.

## *Purposes and General Information*

The purpose of the YSB Grant Program is to assist municipalities and private youth-serving organizations designated to act as agents for municipalities in establishing, maintaining or expanding such YSBs. See Connecticut General Statutes, Section 10-19n. Services that may be provided include:

- recreational activities;
- individual and group counseling;
- parent training and family therapy;
- work placement and employment counseling;
- alternative and special educational opportunities;
- outreach programs;
- teen pregnancy services;
- suspension/expulsion services;
- diversion from juvenile justice services;
- preventive programs including youth pregnancy, youth suicide, violence, alcohol and drug prevention; and
- programs that develop positive youth involvement.

The number of YSBs participating in the grant program has increased from 56 YSBs serving 71 towns in 1979-80 to 99 bureaus serving 134 towns in 2010-11. State funding for the grant program has increased from $900,000 in 1979-80 to a high of $3.3 million in 1994-95. The program was funded at $2,989,268 in 2012-13.

## *Who May Apply?*

Connecticut General Statutes, Section 10-19o, (formerly Sec. 17a-40a) provides that:

> "Only Youth Service Bureaus which were eligible to receive grants pursuant to this Section for the fiscal year ending June 30, 2007, or which applied for a grant by June 30, 2007, with prior approval of the town's contribution pursuant to subsection (b) of this Section, shall be eligible for a grant pursuant to this Section for any fiscal year commencing on or after July 1, 2007."

There are 104 eligible YSBs. The list of eligible towns and designated private youth-serving agencies is included in Appendix B.

## *Grant Award Period*

The grant award is for the two-year period July 1, 2013 through June 30, 2015. Each grantee must submit an annual budget for approval by CSDE. Funding is contingent on the amount of YSB funds available in the state budget each year.

## *Available Funds and Local Match Requirements*

The Connecticut General Assembly appropriated $2,947,268 for the YSBs Grant Program for fiscal year 2012 and $2,947,268 for fiscal year 2013. Ninety-eight percent of these funds were distributed to the eligible YSBs and towns. Each YSB is eligible for a minimum grant of $14,000. YSBs that received a grant in excess of $15,000 in 1994-95 are eligible for a proportionate share of the remaining appropriation. Additionally, each town must contribute an amount equal to the amount of the state grant, of which *no less* than 50 percent of the contribution shall be from funds appropriated by the town. The remaining amount may be matched with other funds or in-kind services. Grant funding will be awarded after the state budget is finalized.

## *Required Program Evaluation, Data Collection and Professional Development Activities*

1. Participating in the monitoring process, which is a requirement for all new YSB directors. Participants are required to attend all the training sessions.

2. Participating in quarterly meetings during which CSDE will facilitate a review of the progress on the new reporting system and performance measures to ensure the new system and measures are meeting the needs of the grantees and that children and youth are better off as a result of these accountability efforts.

3. Reporting annually in a format and submitting by the due date determined by the Commissioner of Education regarding the referral or diversion of children and youth from the juvenile justice system, as well as the provision of opportunities for all youth to function as responsible members of their communities.

Pursuant to Section 10-19m-2 of the Regulations of Connecticut State Agencies, a YSB is required, among other things, to conduct research assessing the needs of youth, the availability of services and resources, and development and maintenance of data, in a manner satisfactory to the CSDE, that is necessary to determine and evaluate the impact of its administrative and services delivery programs. When a YSB collects student data, a release form executed by the parent or guardian is required. The consent form must contain a statement addressing confidentiality of the information collected.

Certain student data collected by a YSB shall be forwarded to the CSDE. Any student information received by the CSDE, an educational agency under the Family Educational Rights Privacy Act (FERPA), becomes an educational record maintained pursuant to FERPA which restricts disclosure of educational records. The information forwarded by a YSB to the CSDE shall include student name, date of birth, school district and school attending.

## *Deadline and Use of Application Form*

The application, IRRESPECTIVE OF POSTMARK DATE AND MEANS OF TRANSMITTAL, must be received by **4:30 p.m. on May 17, 2013. EXTENSIONS SHALL NOT BE GIVEN**. Applications received past the deadline will be returned. Applications may be mailed or hand delivered to:

**Mail/Deliver:** Agnes Quiñones, Program Manager
Connecticut State Department of Education
Bureau of Health/Nutrition, Family Services and Adult Education
25 Industrial Park Road
Middletown, CT 06457

Potential grantees will be required to submit a completed application. The enclosed application form shall be used. Modifications will not be accepted.

## *Affirmative Action Assurances*

In accordance with the regulations established by the Commission on Human Rights and Opportunities, each applicant is required to have a completed Affirmative Action packet on file with the CSDE, or must complete the Affirmative Action packet by accessing the link (http://www.ct.gov/chro/lib/chro/pdf/notificationtobidders.pdf) and submit it with this document (Appendix E).

## *Additional Obligations of Grantee*

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

## *Due Dates and Ongoing Reporting*

It is the responsibility of all grantees to complete all requirements in the time frame determined by the CSDE. YSBs are required to submit a final report of the data collection on **September 3, 2013**. **Reports submitted after the established deadline will not be accepted** and could affect funds disbursement. Please note that the data collected in the reports due to CSDE will be used to prepare a Results Based Accountability (RBA) report for the Connecticut General Assembly. For information on how to access the data collection forms, go to http://www.sde.ct.gov/sde/cwp/view.asp?a=2678&q=320714&sdePNavCtr=|45493|#45546

## *Freedom of Information Act*

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

## *Management Control of the Program and Grant Consultation Role of CSDE Personnel*

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

## *Annie E. Casey Foundation*

Applicants that are part of a collaborative effort funded in whole, or in part, by the Annie E. Casey Foundation must submit documentation to that effect (Section I of the Application Requirements).

## *Facsimile (Faxed) Copies*

Facsimile (faxed) copies of proposals/applications will not be accepted.

## *Technical Assistance*

The program manager will be available at 860-807-2126 to answer questions regarding application procedures or format.

## *Application Requirements and Format*

The application must contain the following components as described below: (NOTE: Appendix A provides the application form for program description and budget information.)

A. Title Page
B. Youth Service Bureau Profile (with signature)
C. Administrative Core Unit Strategies and Activities
D. Direct Services Unit Strategies and Activities
E. Advisory Board Composition Report

F. Impact of Services: Work Plans
G. Budget Forms
H. Budget Narrative
I. Annie E. Casey Foundation
J. Statutory Requirement of Administrative Core Unit Functions

## *Directions for Completing Application Form*

**This Section provides directions for completing Appendix A, Application Form for the YSB Grant.**

### A. Title Page

Line 1. Legal Name of Organization
For town-based YSBs, report the name of the town that is fiscally responsible for the YSB. For private youth-serving organizations designated to act as agents for one or more towns, report the legal name of the organization. CSDE codes can be found in Appendix C.

Line 2. Federal Identification Number
Town-based YSBs may leave this line blank. Private youth-serving organizations should report their federal identification number in this line.

Line 3. Town(s) to be Served
Town-based YSBs serving a single town should repeat the town name reported on Line 1. YSBs serving more than one town should report all of the towns they serve here.

Line 4. Program Name
Report the formal or legal name of the YSB.

Line 5. Executive Director
Report the name, phone and fax numbers of the chief executive officer of the YSB.

Line 6. Contact Persons
Report the name(s), phone and fax number(s) of the person(s) we should contact with questions and concerns about the YSB program, grant application and annual reports.

Line 7. Program Mailing Address
Report the mailing address for all correspondence concerning the YSB grant.

Line 8. Program Location Address
Report the location of the main business office of the YSB.

Line 9. YSB Director's Signature
The grant application should be signed by the director of the YSB, or if there is no director, by the chief municipal official of the town. Report the date the grant application is signed.

Line 10. Typed Name
Report the full name and title of the person signing on Line 9.

## B. Youth Service Bureau Profile

Line 11. Demographic Information

A. Enter the name of the YSB.
B. Indicate whether the YSB is a municipal department or a nonprofit organization (check one).
C. If the YSB is municipal based, indicate whether the YSB operates as an independent department or is grouped under a larger umbrella structure (check one). If part of a larger structure, enter the name of the department.
D. Enter the town(s) served by the YSB.
E. Enter the total population of the town and the percent of population under age 18. You can find the information from the town census.

Line 12. Funding

A. Enter the amount of money received from CSDE for the YSB Grant.
B. Enter the total amount of funds received from the municipality. If part of a larger department, enter the amount earmarked for YSB functions.
C. Enter the total amount of funds received from additional state and federal grants.
D. Enter the total amount of funds received from private grants and foundations.
E. Enter the total amount of funds received from donations in FY 2012.
F. Enter the total amount of funds received from fundraising.
   i. Total lines A through F for total YSB funding.
   ii. Provide an estimate of the value of any in-kind services received.

Line 13. Staffing

A. Provide information on the director of the YSB. Indicate whether the position is full-time or part-time and union or non-union.
B. Provide information on all additional YSB Bureau staff.

Line 14. Programming

A. Place a check next to any of the programs listed that are offered by your YSB. Requests have been received for data about the following programs. This is not intended to be a comprehensive list.

## C. Administrative Core Unit Strategies and Activities

Summarize the proposed strategies and activities of your Administrative Core Unit. Group your strategies and activities under the following headings (only one strategy per core unit). Examples include:

**Management & Administration** – Staff recruitment; staff supervision; staff evaluation and development; staff morale and burn-out prevention; filing and implementation regulations; monitoring of subcontractors; maintenance of organizational structure; financial management; casework and clinical supervision; management and information services; board management; marketing; facility management; policy development; strategic planning and development; program development; and decision making.

**Youth Advocacy** – Voice for youth and youth issues; media relations; speaking at public hearings; contacts with local and state officials; state funding; letter writing; endorsing/creating legislation; networking; proactive trend awareness of youth issues;

increasing community awareness of youth needs; and Youth Advisory Board mobilization for advocacy and participation in local, regional and state meetings.

**Resource Development** – Networking; providing information; fundraising; program development; knowledge of and working with foundations; providing technical assistance; providing consulting to other groups; state funding; professional development; and state and national awareness.

**Community Involvement** – Volunteer recruitment; running meetings; statewide networking; regional networking; gaining entry into systems; community organization and outreach; board and task force involvement; empowering community organizations; and Youth Advisory Board and promoting youth involvement.

**Research and Evaluation** – Needs identification and assessment; program evaluation; grant writing; program selection; library/resource file; statistical analysis; college/ university interface; program development; and asset identification/mapping and investigating research models.

## D. Direct Services Unit Strategies and Activities

Summarize the proposed strategies, programs and tasks of your direct services unit. If you have subcontracted, denote that the services are to be provided by a subcontractor. Group your strategies and programs under the following headings. Note: You may not have strategies and programs for some of these headings. Indicate in the narrative and the tables on pages 19 and 20 that you do not do programming in that area.

### Juvenile Justice

Services that respond to youth who are, or could potentially be, in contact with the juvenile justice system.

Examples include: juvenile review boards; alternative sanction programs; detention/suspension/expulsion programs; court advocacy; court-ordered community-service programs; truancy programs; and diversion programs.

### Mental Health Services

Services that respond to youth and families who are experiencing emotional distress.

A. Sessions for youth up to age 18
B. Parent/Guardian Sessions

NOTE:

a. Services noted under *A. Children and Youth Sessions* are reported on <u>both</u> the Individual Service Report and the Group Service Report.
b. Services noted under *B. Parent/Family Sessions* are reported <u>only</u> on the Group Services Report.

Examples include: mental health counseling for individuals, families, or groups; crisis intervention; host homes; information and referral services; and case management.

**Teen Pregnancy Prevention**
Programs that promote pregnancy prevention among young people.

**Teen Parent Education**

Services that promote positive parenting skills and support families in their efforts to raise healthy children:

A. Teens
B. Adults

NOTE:

a. Services noted under *A. Teens* are reported on both the Individual Service Report and the Group Service Report.
b. Services noted under *B. Adults* are reported only on the Group Services Report.

Examples include; parent-child interactive playgroups, parent education and parent support groups.

**Positive Youth Development**

Programs and services that promote the personal well-being of youth for the purposes of:

A. Meeting basic needs;

B. Building skills and competencies that allow youth to function and contribute in their daily lives; and

C. Connecting youth with their families, peers, schools and communities.

Examples include: peer-to-peer programs; employment training; mentoring; after-school programming; teen centers; dances; adventure based activities; youth adult partnership programs; information dissemination; and prevention programs that address issues such as truancy, violence and substance abuse and drug free alternative activities.

**Community Outreach**

Services and activities that support children and youth and strengthen families by reconnecting people of all generations and backgrounds to the community in which they live. This leads to the building of a sense of connectedness and empowerment to bring about positive social change. These are usually one-time events.

Examples include: intergenerational activities; family events; annual events/holiday festivals; sports; dances; family day celebrations; trips; theatrical productions; and cultural activities.

NOTE: Due to the nature of these activities, it may be extremely difficult or impossible to collect data for the individual service reports. If this is the case, participants should be recorded as a potentially duplicated number on the Annual Group Services Report under Category B: Collaborations.
For example:

- a family day celebration with 5,000 participants is reported as a Community Outreach Collaboration on the Group Service Report;

- an intergenerational dinner including 20 youth and 100 senior citizens:
  - report the 100 seniors on the Group Services Report;
  - report the 20 youth on the Individual Service Report, if the structure of the activity promotes positive youth development; or
  - if the youth are only involved in the event for recreational/social purposes, then include them with the 100 seniors listed on the Annual Group Services Report.

NOTE: You are not likely to have program information that fits the Community Outreach Direct Service category.

**E. Advisory Board Composition Report**

A separate section on the Advisory Board must be submitted with the application. Please refer to page 21 for the Board Composition Criteria. This separate section must address the following components:

1. Board Composition
   - Board members need to be identified by category.
   - Vacant positions on the Board should be identified and described (Item 3 below).
   - YSBs serving multiple municipalities need to further identify which town each member represents.

2. Board Type

   Board types are described as follows:
   - Advisory Board: Refers to a Board specifically set up or structured in conjunction with YSB whose sole mission is to serve in an advisory capacity to the YSB.
   - Youth Commission: Refers to a Commission established by municipal charter which may or may not have been set up in conjunction with YSB but which serves as an Advisory Board to the YSB.
   - Other: Refers to any group other than an Advisory Board or Youth Commission serving as an Advisory Board to the YSB (Example: A Board of Directors).

3. Vacancies and Waivers

   If the Advisory Board has vacancies among its members, or if the Board is unable to appoint certain representatives, the Board does not meet the required size or composition criteria defined in the regulations. A waiver of the requirement(s) may be requested, as well as requesting an extension of time to fill vacancies, but in all cases, the Board's circumstances are to be described in Item 3.

   - Full Waiver

     A full waiver of the Advisory Board requirements may be granted only where: (1) a YSB has a commission established by municipal charter, or (2) a YSB has a board of directors established by the by-laws of a private organization acting under contract with a municipality, provided that comparable citizen representation is present. *A separate written request for a full waiver must be made by the chief municipal official.*

- Partial Waiver
  A partial waiver may be granted for a Board's size and composition only when the required agencies enumerated in the regulations do not exist in the town or when the regulatory requirements violate a municipal charter (example; town does not maintain a police department). *A separate written request for a partial waiver must be made by the executive director of the YSB.*
- Extension of Time
  An extension of time may be granted for an Advisory Board to recruit and fill temporary vacancies among its members. Specific vacancies need to be identified along with a request for a reasonable length of time in Item 3 of this page of the grant application.

4. Board Meetings
   Please complete Items 4a and 4b.

## F. Impact of Services: Professional Development Work Plans

A separate section of the Work Plan must be submitted with the application. This separate section must address the following components:

1. Goal: Indicate general intention for your program. Your goal should coincide with your administrative core unit activities and direct service narrative.
2. Objective(s): Indicate what you hope to accomplish with the activity or activities.
3. Measure of Success: (a) Indicate the measure or tool you will use; and (b) based on that measure, indicate the benchmark by which you will determine whether you have successfully achieved the objective.
4. Activities: Indicate what you will be doing, what activities will occur.
5. Staff Assigned: Indicate the number of staff involved and their positions (example; outreach workers, tutors and counselors). Do not give names, just positions/job titles.
6. Timetable: Indicate the month(s) the activities will take place.
7. Population to be served: Indicate how many children you expect to serve, the age range and whether you are targeting a particular group of children.

## G. Grant and Local Match Budget.

This is the budget specifically for this state grant. **Report only the YSB grant funds and required matching funds**. The match requirements are provided in Connecticut General Statutes Section 10-19o (b) and related Administrative Core Unit (ACU) and Direct Services Unit (DSU) budgets. Specific instructions for the Grant and Local Match Budget are as follows:

1. Enter YSB name and SDE code.
2. Enter budget amounts in the appropriate expense line and column. Include expenses that apply to both the ACU and DSU (example; salaries and employee benefits. Only employee benefits that apply to positions funded by the grant or local match may be included).
   a. CSDE Grant Award Column: enter the grant amounts on appropriate line items.

b. Cash Match Column: Enter the amount of cash match on appropriate line items. Sources of the cash match may be municipal appropriation or other local funds such as service fees, fundraising, United Way funds, etc. State and federal grants may not be used.
c. In-Kind Match Column: Enter the amount of in-kind services on appropriate line items.

3. Total all columns and rows. Check that the total of the rows equals the total of the columns.
4. Complete the Grant/Match Summary (this summary provides totals for each column listed).
5. The certification statement shall be signed by either the executive director of the YSB, or, if there is no executive director, the chief municipal official of the town.

**(Please note that NO indirect costs are allowed)**

## H. Budget Narrative

Budget Narrative: Income
Enter YSB name and CSDE code. Provide a detailed description of the sources, amounts of funds and in-kind services to be used for the local match. Each item should agree with the corresponding income item in the Grant/Match Summary section of the "Grant and Local Match Budget."

INCOME

The following income accounts are applicable to YSBs. These are similar to those used in previous years.

**Youth Service Bureau Grant**
Funds from the CSDE YSB Grant program.

**Other State Funds**
Grants or other funds from the State of Connecticut, not including the YSB Grant.

**Federal Funds**
Grants or other funds from the federal government.

**Municipal Appropriation**
The amount appropriated to the YSB by some other organization or agency at no cost to the YSB. This appropriation should appear as a line item or functional description in the town budget(s).

**In-Kind Services**
In-kind services are supplied to the YSB by some other organization or agency at no cost to the YSB. The YSB may report the value of these services as income and expense. In-kind services include allocation of the projected actual costs of office space or other necessary space, utilities, heat, telephone, copying, consumable supplies, equipment maintenance, travel, and governmental administrative personnel or central office private agency personnel staff, who spend 50 percent or more of their time performing the administrative functions of the YSB. If these expenditures are not line items in the YSB's budget, the value of volunteer services shall not be included as an in-kind service.

**Other Income**
Other income sources, such as service fees, fundraising, United Way funds, etc.

Budget Narrative: Expenses
Enter YSB name and CSDE code. Provide a detailed description of the expenses to be funded by the YSB grant funds and required local match for each expense account. Use additional copies of the expense sheet as necessary. Total each line item; each total should agree with the corresponding total expense on the Grant and Local Match Summary. Include details of all calculations and allocations.

## I. Annie E. Casey Foundation

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

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

## J. Statutory Requirement of Administrative Core Unit Functions

Complete the statement of statutory requirement of ACU Functions (Appendix G).

# Appendices

Appendix A: Application

Appendix B: List of Youth Service Bureaus Eligible for State Grants

Appendix C: List of Towns/Youth Serving Agencies and CSDE Codes

Appendix D: Youth Service Bureau Laws and Regulations

Appendix E: Affirmative Action Materials

Appendix F: Youth Service Bureau RBA Sample Strategies and Activities

Appendix G: Statutory Requirement of Administrative Core Unit Functions

Appendix H: Statement of Assurances

# APPENDIX A
## Application

Youth Service Bureau
Grant Application
#120 Revised April 2013
Statutory Ref.: C.G.S.
10-19m through 10-19p

State of Connecticut
Department of Education

### TITLE PAGE

1. Legal Name of Organization

   Applying for Funds: Town of Colchester Youth Service Bureau CSDE Code: 028__

2. Federal Identification No.: _____

3. Town(s) to be Served: Colchester

4. Program Name: Colchester Youth Services

5. Executive Director: Valerie Geato Phone: 860 537-7255 Fax: 860 537-1731__

   Executive Director E-mail address: vgeato@colchesterct.gov

6. Contact Persons:

   Program: same Phone: _____ Fax: _____

   Program Director E-mail address: _____

   Fiscal: same Phone: _____ Fax: _____

   Fiscal Director E-mail address: _____

7. Program Mailing Address: 127 Norwich Ave Colchester, CT 06415

8. Program Location Address: same

I certify that the information submitted is in conformance with the instructions and is an accurate representation of the Youth Service Bureau's planned programs and services for the period July 1, 2013 through June 30, 2015. A new form will be submitted if changes occurred.

9. Authorized Signature: _____ Date: __5/15/13___

10. Typed Name: _____ Valerie Geato _____ Title: __Director__

## YOUTH SERVICE BUREAU PROFILE

11. **Demographic Information:**
    A. Name of YSB: Colchester
    B. Is the YSB a department of the municipality **X** or a nonprofit organization ❑
    C. If municipal-based, is the YSB an independent department ❑ or a department within a larger department, such as social services or human services **X**
    Name or Department: Colchester Youth & Social Services
    D. Towns Served by YSB: Colchester
    E. Town Population: 16, 068 Percent of population under age 18: 26%

12. **Funding:**
    A. YSB Grant (CSDE): 18,750
    B. Municipal Funds: 331,069
    C. Other State/Federal Grants: $8,200
    D. Private grants and foundations: -
    E. Donations: 1,500
    F. Fundraising: 3,000
    - Total YSB Cash Annual Budget (A+B+C+D+E+F): 301,000
    - Estimated Value of In-Kind Services: 50,000

13. **Staffing:**
    A. YSB Director: Valerie Geato Phone: 860 537-7255
    Email address: vgeato@colchesterct.gov
    Is the Director: Full-time **X** or part-time ❑
    Union **X** or nonunion ❑
    List the salary range for the Executive Director position: 55,000-75,000
    B. Additional Staff:
    Number of additional **full-time** staff: 3
    - Number that are union: 3
    - Number that are nonunion: 0

    Number of additional **part-time** staff: 7
    - Number that are union: 1
    - Number that are nonunion: 6

    Number of contracted personnel: 0

14. **Programming:**
    A. *Please place a* ***checkmark*** *next to each of the following programs offered by your YSB.*
    **X** after school programming:
    ❑ for elementary-age youth
    **X** for middle school-age youth
    **X** for high school-age youth
    ❑ Birth-Five parent/child programming (playgroups/support groups)

❑ Counseling Services: Are clinicians: hired ❑ or contracted ❑
hourly rate ❑ or daily rate ❑

Individual Counseling ❑ Group Counseling ❑
Parent Training ❑ Family Therapy ❑

X Work Placement and Employment Counseling
❑ Alternative and Special Educational Opportunities
X Recreational and Youth Enrichment Programs
❑ Outreach Programs
X Preventive Programs (including youth pregnancy, youth suicide, violence, and alcohol and drug prevention)
X Positive Youth Development Programs
X Court-Ordered Community Service
❑ Detention/Suspension/Expulsion Programs
X Juvenile Review Board
X Teen Center/Drop-In Center: after school X evenings ❑ weekends ❑
X Other Juvenile Justice Programs (please list):__FWSN Review Board_____

## ADMINISTRATIVE CORE UNIT STRATEGIES AND PROGRAMS

The Youth Service Bureaus of Connecticut adopted a Results-Based Accountability (RBA) framework over the last two years. That framework is designed to guide the programs administered and the strategies used to ensure success.

The result statement guiding the strategies, programs and activities is; "All children and youth in Connecticut will become resilient, empowered, productive and engaged citizens." The Youth Service Bureaus contribute to this result by providing direct services designed to provide supports and build assets for youth, including special population such as justice involved youth, youth with mental health needs, other youth at risk and youth needing services to enhance their education and career advancement.

1. Management and Administration – list one strategy and the activities necessary to enhance your operations. List the measures you will use to determine how well you have done the activities and whether you have been successful.

| Strategy | Activities | Measures |
|---|---|---|
| Recruit and retain a committed and qualified staff who reach their full potential in their positions | Provide opportunities for staff training<br>Have weekly staff meetings<br>Provide on-going feedback | Evaluations completed timely<br>Implement employee development plans where needed<br>Each staff member will participate in at least trainings annually |

2. Youth Advocacy – list one strategy and the activities necessary to increase your youth advocacy. List the measures you will use to determine how well you have done the activities and whether you have been successful.

| Strategy | Activities | Measures |
|---|---|---|
| Increase awareness among elected officials and the community regarding needs of youth & services available | Maintain relationships and on-going contact with Legislators and local official on issues impacting youth and families | At least 4 youth will meet with legislators at the YSB Day at the LOB.<br>Legislators will be invited to large community events |

3. Resource Development – list one strategy and the activities necessary to increase resources for your agency. List the measures you will use to determine how well you have done the activities and whether you have been successful.

| Strategy | Activities | Measures |
|---|---|---|
| Provide access to all programs for kids who receive free/reduced lunch through financial aid program | Leverage enough funding to cover the cost of all scholarships through fundraising initiatives and donations. | All kids who qualify will receive financial assistance. |

4. Community Involvement – list one strategy and the activities necessary to increase community involvement. List the measures you will use to determine how well you have done the activities and whether you have been successful.

| Strategy | Activities | Measures |
|---|---|---|
| Coordinate with local service providers to enhance the | Participate in local system of care (Colchester Cares) | Attend all meetings of local system of care |

| | | |
|---|---|---|
| delivery of services | Host annual meeting of all local mental health service providers and school counselors | At least 70% of school counselors will attend providers meeting |

5. Research and Evaluation – list one strategy and the activities necessary to contribute to research. List the measures you will use to determine how well you have done the activities and whether you have been successful.

| Strategy | Activities | Measures |
|---|---|---|
| Evaluate programs and outcomes | Utilize the nFocus Outcome Measure tool to survey youth and track participation | At least 75% of program participants will be asked to answer questions measuring how well/better off measures |

## DIRECT SERVICES UNIT STRATEGIES AND ACTIVITIES NARRATIVE

Summarize the proposed strategies and activities of your direct service unit. If you have subcontracted, note that services are to be provided by a subcontractor. Group your strategies, activities and measures under the following headings (see sample in Appendix F).

1. Juvenile Justice – list one strategy and the activities necessary to address the juvenile justice area. List the measures you will use to determine how well you have done and whether you have been successful.

| Strategy | Activities | Measures |
|---|---|---|
| To offer a range of meaningful alternatives to the Criminal Justice System and to assist the school district in enforcing their discipline policies through intervention strategies that are responsible and community based. | The Review Board will design and offer alternatives that are aimed at: 1) promoting responsible behavior by offenders and 2) solving problems that may be at the root of the delinquent behavior, 3) and where possible, take into consideration the needs of the victim. | 90% of cases will successfully fulfill requirements and have cases dismissed. |

2. Mental Health Services – list one strategy and the activities necessary to provide mental health Services. List the measures you will use to determine how well you have done the activities and whether you have been successful.

| Strategy | Activities | Measures |
|---|---|---|
| Ensure that Colchester families are aware of mental health services available. | To provide referrals to youth and families to counseling agencies and mental health professionals. | Maintain a comprehensive directory of mental health providers |
| | Educate the community to reduce; 1) the stigma surrounding mental illness and 2) youth suicide | Provide opportunities for education through written information dissemination |

3. Child Welfare – list one strategy and the activities necessary to promote child welfare. List the measures you will use to determine how well you have done the activities and whether you have been successful.

| Strategy | Activities | Measures |
|---|---|---|
| Provide School Supplies and school clothes to low income children | Collect clothing and supplies<br>Recruit families to participate through food bank | All families who request assistance will receive school supplies and clothing |

a. Teen Pregnancy Prevention – list one strategy and the activities necessary to prevent teen pregnancy. List the measures you will use to determine how well you have done the activities and whether you have been successful.

| Strategy | Activities | Measures |
|---|---|---|
| Develop programs to help adolescents develop the skills necessary to delay sexual activity thereby reducing the frequency of teen pregnancy | Offer gender specific programming to aid in the development of self-esteem and life skills, including long-term goal setting & vision for the future. | At least 8 girls will participate in Girls Circle program and use better off measures to evaluate |

b. Teen Parent Education – list one strategy and the activities necessary to educate teen parents. List the measures you will use to determine how well you have done the activities and whether you have been successful.

| Strategy | Activities | Measures |
|---|---|---|
| Parents will have opportunities to gain knowledge and skills that will help them help their children develop into healthy, responsible and productive members of the community | Provide parent workshops and educational materials | Attendance<br>Surveys |

c. Positive Youth Development – list one strategy and the activities necessary to promote positive youth development. List the measures you will use to determine how well you have done the activities and whether you have been successful.

| Strategy | Activities | Measures |
|---|---|---|
| Youth will develop strong bonds to their peers, families, schools and communities while contributing to the well being of each of these groups and building skill and competencies | Provide curricular-based on going programs that are focused on character development, life skills and social skills. | Attendance<br>Participants questionnaires<br>Staff reports |

4. Community Outreach - list one strategy and the activities necessary to improve community outreach. List the measures you will use to determine how well you have done the activities and whether you have been successful.

| Strategy | Activities | Measures |
|---|---|---|
| Colchester youth and families will develop a sense of connectedness in the community and the desire to create positive social change | Participate in annual community wide activities including family day, early childhood expo, tie dye fest. | Participation |

## ADVISORY BOARD COMPOSITION REPORT

**Composition Criteria**

- At least seven members.
- At least one member under 21-years-of-age (nonvoting member).
- Representatives from the school system, police department and a private youth-serving agency.
- At least one-third of the total membership from individuals who receive less than 50 percent of their income from delivering services to youth.
- At least one member on the Board from each municipality served by the YSB.

1. **Board Composition**

Attach a current membership list of your Advisory Board or Youth Commission to the grant application. The list should include at least the following information for each Board member:

Name *plus* Member Type:
Youth
School System representative
Police Department representative
Private youth serving agency representative
Service consumer

Where a YSB serves more than one municipality, the membership list should also indicate that the Board includes a duly appointed representative from each municipality served.

2. **Board Type***

Check the appropriate board type for your Advisory Board.

**X** Advisory ❑ Youth Commission ❑ Other – please specify

3. **Vacancies and Waivers**

If your Advisory Board does not meet the composition criteria (see box above), please describe the circumstances below and refer to the instructions for information on requests for waivers and extensions:

_____

_____

Anticipated date for meeting composition criteria: _____

4. **Board Meetings**

(a) The number of times the YSB Advisory Board meets each fiscal year? 10

(b) Are minutes of all meetings on file in your office and available for inspection? Yes

Yes / No

* Please *refer to instructions.*

## IMPACT OF SERVICES: PROFESSIONAL DEVELOPMENT WORK PLAN

List a minimum of three professional development activities in which you will participate in 2013-15. (Please refer to page 10, letter F for guidelines.)

| Required Professional Development Activities | Impacted Administrative Core Unit (ACU) Function |
|---|---|
| 1. Results Based Accountability<br><br>Attend Conference/Training | Management & Administration<br>Youth Advocacy<br>Resource Development<br>Research and Evaluation |
| 2. Proposed Professional Development<br><br>CYSA Annual conference and Quarterly Trainings | Management & Administration<br>Youth Advocacy<br>Community Involvement<br>Research and Evaluation |
| 3. Proposed Professional Development<br><br>Speakers at monthly CYSA regional meetings | Management & Administration<br>Youth Advocacy<br>Research and Evaluation |

ED114 FISCAL YEAR 2013 YOUTH SERVICE BUREAU BUDGET FORM

GRANT TITLE: YOUTH SERVICE BUREAU
PROJECT TITLE:
CORE-CT CLASSIFICATION: FUND: 11000 SPID: 17052 PROGRAM: 82079
BUDGET REFERENCE: 2013
CHARTFIELD1: 170002
CHARTFIELD2:

GRANT PERIOD: 07/01/13- 06/30/14 AUTHORIZED AMOUNT:$18,745

AUTHORIZED AMOUNT by SOURCE: CURRENT DUE:$
LOCAL BALANCE:$ CARRY-OVER DUE:$

| CODES | DESCRIPTIONS | BUDGET AMOUNT | CASH MATCH | IN-KIND |
|---|---|---|---|---|
| 111A | ADMINISTRATOR/SUPERVISOR SALARIES | 18,745 | 18,745 | |
| 200 | PERSONAL SERVICES/EMPLOYEE BENEFITS | | | |
| 300 | PURCHASES PROFESSIONAL/TECHNICAL SVCS | | | |
| 400 | PURCHASED PROPERTY SERVICES | | | |
| 500 | OTHER PURCHASED SERVICES | | | |
| 600 | SUPPLIES | | | |
| 700 | PROPERTY | | | |
| 890 | OTHER OBJECTS | | | |
| | TOTAL | 18,745 | 18,745 | |

_____ ORIGINAL REQUEST DATE _____ _____
CT STATE DEPARTMENT OF EDUCATION DATE OF
_____ REVISED REQUEST DATE PROGRAM MANAGER AUTHORIZATION APPROVAL

**Grant/Match Summary**

| | |
|---|---|
| SDE Grant Award | 18,745 |
| Local Match: | |
| Municipal Appropriation | 18,745 |
| Other Funds | |
| In-Kind | |
| Total Local Match | 18,745 |

I certify that the budget provided herein represents the planned income and expenditures of the Youth Service Bureau Grant funds and local match of the above grantee for the grant period July 1, 2013 through June 30, 2014, in accordance with all applicable instructions and statutory requirements.

Authorized Signature Date
Valerie Geato 5/13/2013
Typed Signature Date

Budget Object Codes

Include all budget account descriptions for the following categories:

**111A Administrator/Supervisor Salaries**
Amounts paid to administrative employees of the grantee not involved in providing direct services to pupils/clients. Include all gross salary payments for these individuals while they are on the grantee payroll, including overtime salaries or salaries paid to employees of a temporary nature.

**200 Personal Services – Employee Benefits**
These amounts are not included in the gross salary, but are in addition to that amount. Such payments are fringe benefit payments and, while not paid directly to employees, are nevertheless part of the cost of personal services. Included are the employer's cost of group insurance, social security contribution, retirement contribution, tuition reimbursement, unemployment compensation and workmen's compensation insurance.

**300 Purchased Professional and Technical Services**
Payments for services performed by persons qualified to assist teachers and supervisors to enhance the quality of the teaching process. This category includes curriculum consultants, in-service training specialists, etc., who are not on the grantee payroll.

**400 Purchased Property Services**
Expenditures for services to operate, repair, maintain and rent property owned and/or used by the grantee. These are payments for services performed by persons other than grantee employees. Most frequently allowed expenditures include: rental costs for renting or leasing land, buildings, equipment or vehicles; repair and maintenance services – expenditures for repairs and maintenance services not provided directly by grantee personnel, including contracts and agreements covering the upkeep of buildings and equipment; and construction services (remodeling and renovation) – payments to contractors for major permanent structural alterations and for the initial or additional installation of heating and ventilating systems, electrical systems, plumbing systems or other service systems in existing buildings. Utility services such as cleaning service, disposal service, snow plowing, lawn care, etc., could also be reported in this category. It is up to the program manager to inform applicants what is an allowable purchased property service under a grant program. The review of the budget justification should reveal the existence of any unallowable item.

**500 Other Purchased Services**
Expenses for services rendered by organizations that are not classified as Purchased Professional and Technical Services or Purchased Property Services.

**600 Supplies**
Expenses for items that are consumed, worn out, or deteriorated through use and have an expected useful life of less than one year.

**700 Property**

Expenditures for acquiring fixed assets, including land or existing buildings, improvements of grounds, initial equipment, additional equipment and replacement of equipment.

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

## BUDGET NARRATIVE - INCOME

Provide a detailed description of the sources and amounts of funds and in-kind services to be used for the local match. Line item totals should agree with line items on the Grant and Local Match Summary form.

| Account Name | Description | Line Item Total |
|---|---|---|
| Funds from the CSDE YSB Grant Program | YSB Grant Program | 18,745 |
| Other Funds (State and Federal) | List source and amounts for other funds that will be used as matching funds for this grant. | |
| Municipal Appropriation | The portion of the amount appropriated to the YSB by the town(s) to be served that will be used as matching funds for this grant. List town(s):<br><br>COLCHESTER | 18,745 |
| In-Kind | List source and amounts for in-kind contributions that will be used as match for this grant. | |

## BUDGET NARRTIVE - EXPENSES

Provide a detailed description of the expenses to be funded by the YSB grant funds and required local match for each expense account. Copy this form as necessary. Line item totals should agree with line items on the "Grant and Local Match Budget" form.

| Account Code/Name | Description | Line Item Total |
|---|---|---|
| 100 | Personal Services - Salaries | 18,745 |

# APPENDIX B

## List of Youth Service Bureaus Eligible for State Grants

AVON
ANSONIA
ASHFORD
BERLIN
BLOOMFIELD
BRANFORD
BRIDGEPORT
BRISTOL
CANAAN
CANTON
CHESHIRE
CLINTON
COLCHESTER
COLUMBIA
COVENTRY
CROMWELL
DANBURY
DERBY
DURHAM
EAST GRANBY
EAST HADDAM
EAST HAMPTON
EAST HARTFORD
EAST HAVEN
EAST LYME
ELLINGTON
ENFIELD
ESSEX
FAIRFIELD
FARMINGTON
GLASTONBURY
GRANBY
GREENWICH
GRISWOLD
GROTON
GUILFORD
HAMDEN
HARTFORD
HEBRON
KILLINGWORTH
LEDYARD
MADISON
MANCHESTER
MANSFIELD
MERIDEN
MIDDLETOWN
MILFORD
MONTVILLE
NAUGATUCK
NEW BRITAIN
NEW CANAAN
NEW HAVEN
NEWINGTON
NEW LONDON
NEW MILFORD
NEWTOWN
NOROTON HGTS DEPOT INC
NORTH BRANFORD
NORTH HAVEN
NORWALK
NORWICH
OLD LYME
OLD SAYBROOK
ORANGE
PLAINFIELD
PLAINVILLE
PORTLAND
PRESTON
PROSPECT
RIDGEFIELD
ROCKY HILL
SHELTON
SIMSBURY
SOUTHINGTON
SOUTH WINDSOR
STAFFORD
STAMFORD
STONINGTON
STRATFORD
SUFFIELD
THOMASTON
TOLLAND
TORRINGTON
TRUMBULL
VERNON
VOLUNTOWN
WALLINGFORD
WATERFORD
WATERTOWN
WESTBROOK
WEST HARTFORD
WEST HAVEN
WESTON
WESTPORT
WETHERSFIELD
WILLINGTON
WILTON
WINCHESTER
WINDHAM
WINDSOR
WINDSOR LOCKS
WOODBRIDGE
WATERBURY YOUTH SERVICE SYSTEM
SOUTHBURY-MIDDLEBURY COMMUNITY YOUTH COUNCIL

# APPENDIX C
## List of Towns/Youth-Servicing Agencies and CSDE Codes

| CODE | Town | CODE | Town |
|---|---|---|---|
| 1 | ANDOVER | 51 | FAIRFIELD |
| 2 | ANSONIA | 52 | FARMINGTON |
| 3 | ASHFORD | 53 | FRANKLIN |
| 4 | AVON | 54 | GLASTONBURY |
| 5 | BARKHAMSTED | 55 | GOSHEN |
| 6 | BEACON FALLS | 56 | GRANBY |
| 7 | BERLIN | 57 | GREENWICH |
| 8 | BETHANY | 58 | GRISWOLD |
| 9 | BETHEL | 59 | GROTON |
| 10 | BETHLEHEM | 60 | GUILFORD |
| 11 | BLOOMFIELD | 61 | HADDAM |
| 12 | BOLTON | 62 | HAMDEN |
| 13 | BOZRAH | 63 | HAMPTON |
| 14 | BRANFORD | 64 | HARTFORD |
| 15 | BRIDGEPORT | 65 | HARTLAND |
| 16 | BRIDGEWATER | 66 | HARWINTON |
| 17 | BRISTOL | 67 | HEBRON |
| 18 | BROOKFIELD | 68 | KENT |
| 19 | BROOKLYN | 69 | KILLINGLY |
| 20 | BURLINGTON | 70 | KILLINGWORTH |
| 21 | CANAAN | 71 | LEBANON |
| 22 | CANTERBURY | 72 | LEDYARD |
| 23 | CANTON | 73 | LISBON |
| 24 | CHAPLIN | 74 | LITCHFIELD |
| 25 | CHESHIRE | 75 | LYME |
| 26 | CHESTER | 76 | MADISON |
| 27 | CLINTON | 77 | MANCHESTER |
| 28 | COLCHESTER | 78 | MANSFIELD |
| 29 | COLEBROOK | 79 | MARLBOROUGH |
| 30 | COLUMBIA | 80 | MERIDEN |
| 31 | CORNWALL | 81 | MIDDLEBURY |
| 32 | COVENTRY | 82 | MIDDLEFIELD |
| 33 | CROMWELL | 83 | MIDDLETOWN |
| 34 | DANBURY | 84 | MILFORD |
| 35 | DARIEN | 85 | MONROE |
| 36 | DEEP RIVER | 86 | MONTVILLE |
| 37 | DERBY | 87 | MORRIS |
| 38 | DURHAM | 88 | NAUGATUCK |
| 39 | EASTFORD | 89 | NEW BRITAIN |
| 40 | EAST GRANBY | 90 | NEW CANAAN |
| 41 | EAST HADDAM | 91 | NEW FAIRFIELD |
| 42 | EAST HAMPTON | 92 | NEW HARTFORD |
| 43 | EAST HARTFORD | 93 | NEW HAVEN |
| 44 | EAST HAVEN | 94 | NEWINGTON |
| 45 | EAST LYME | 95 | NEW LONDON |
| 46 | EASTON | 96 | NEW MILFORD |
| 47 | EAST WINDSOR | 97 | NEWTOWN |
| 48 | ELLINGTON | 98 | NORFOLK |
| 49 | ENFIELD | 99 | NORTH BRANFORD |
| 50 | ESSEX | 100 | NORTH CANAAN |

Appendix C (Continued)

| CODE | Town |
|---|---|
| 101 | NORTH HAVEN |
| 102 | NORTH STONINGTON |
| 103 | NORWALK |
| 104 | NORWICH |
| 105 | OLD LYME |
| 106 | OLD SAYBROOK |
| 107 | ORANGE |
| 108 | OXFORD |
| 109 | PLAINFIELD |
| 110 | PLAINVILLE |
| 111 | PLYMOUTH |
| 112 | POMFRET |
| 113 | PORTLAND |
| 114 | PRESTON |
| 115 | PROSPECT |
| 116 | PUTNAM |
| 117 | REDDING |
| 118 | RIDGEFIELD |
| 119 | ROCKY HILL |
| 120 | ROXBURY |
| 121 | SALEM |
| 122 | SALISBURY |
| 123 | SCOTLAND |
| 124 | SEYMOUR |
| 125 | SHARON |
| 126 | SHELTON |
| 127 | SHERMAN |
| 128 | SIMSBURY |
| 129 | SOMERS |
| 130 | SOUTHBURY |
| 131 | SOUTHINGTON |
| 132 | SOUTH WINDSOR |
| 133 | SPRAGUE |
| 134 | STAFFORD |
| 135 | STAMFORD |
| 136 | STERLING |
| 137 | STONINGTON |
| 138 | STRATFORD |
| 139 | SUFFIELD |
| 140 | THOMASTON |
| 141 | THOMPSON |
| 142 | TOLLAND |
| 143 | TORRINGTON |
| 144 | TRUMBULL |
| 145 | UNION |
| 146 | VERNON |
| 147 | VOLUNTOWN |
| 148 | WALLINGFORD |
| 149 | WARREN |
| 150 | WASHINGTON |
| 151 | WATERBURY |
| 152 | WATERFORD |
| 153 | WATERTOWN |
| 154 | WESTBROOK |
| 155 | WEST HARTFORD |
| 156 | WEST HAVEN |
| 157 | WESTON |
| 158 | WESTPORT |
| 159 | WETHERSFIELD |
| 160 | WILLINGTON |
| 161 | WILTON |
| 162 | WINCHESTER |
| 163 | WINDHAM |
| 164 | WINDSOR |
| 165 | WINDSOR LOCKS |
| 166 | WOLCOTT |
| 167 | WOODBRIDGE |
| 168 | WOODBURY |
| 169 | WOODSTOCK |
| 630 | UNITED WAY OF GREENWICH |
| 631 | WATERBURY YOUTH SERVICE SYSTEM |
| 632 | SOUTHBURY MIDDLEBURY COMMUNITY YOUTH COUNCIL |
| 633 | NOROTON HEIGHTS DEPOT |

# APPENDIX D
## Youth Service Bureau Laws and Regulations

**Sec. 10-19m. (Formerly Sec. 17a-39). Youth service bureaus. Annual report. Regulations.** (a) For the purposes of this section, "youth" shall mean a person from birth to eighteen years of age. Any one or more municipalities or any one or more private youth serving organizations, designated to act as agents of one or more municipalities, may establish a multipurpose youth service bureau for the purposes of evaluation, planning, coordination and implementation of services, including prevention and intervention programs for delinquent, pre-delinquent, pregnant, parenting and troubled youth referred to such bureau by schools, police, juvenile courts, adult courts, local youth-serving agencies, parents and self-referrals. A youth service bureau shall be the coordinating unit of community-based services to provide comprehensive delivery of prevention, intervention, treatment and follow-up services.

(b) A youth service bureau established pursuant to subsection (a) of this section may provide, but shall not be limited to, the delivery of the following services: (1) individual and group counseling; (2) parent training and family therapy; (3) work placement and employment counseling; (4) alternative and special educational opportunities; (5) recreational and youth enrichment programs; (6) outreach programs to insure participation and planning by the entire community for the development of regional and community-based youth services; (7) preventive programs, including youth pregnancy, youth suicide, violence, alcohol and drug prevention; and (8) programs that develop positive youth involvement. Such services shall be designed to meet the needs of youth by the diversion of troubled youth from the justice system as well as by the provision of opportunities for all youth to function as responsible members of their communities.

(c) The Commissioner of Education shall adopt regulations, in accordance with the provisions of chapter 54, establishing minimum standards for such youth service bureaus and the criteria for qualifying for state cost-sharing grants, including, but not limited to, allowable sources of funds covering the local share of the costs of operating such bureaus, acceptable in-kind contributions and application procedures. Said commissioner shall, on December 1, 1979, and annually thereafter, report to the General Assembly on the referral or diversion of children under the age of eighteen years from the juvenile justice system and the court system. Such report shall include, but not limited to, the number of times any child is so diverted, the number of children diverted, the ages of the children diverted and such other information and statistics as the General Assembly may request from time to time. Any such report shall contain no identifying information about any particular child.

*Please note that Section 78 of Public Act 07-04 of the June Special Session amended Subsection (c) of this so that effective January 1, 2010, Subsection (c) will read as follows:

**Sec. 10-19n. (Formerly Sec. 17a-40). State aid for establishment and expansion of youth service bureaus.** To assist municipalities and private youth-serving organizations

designated to act as agents for such municipalities in establishing, maintaining or expanding such youth service bureaus, the state, acting through the Commissioner of Education, shall provide cost-sharing grants, subject to the provisions of this section for (1) the cost of an administrative core unit and (2) the cost of the direct services unit provided by such youth service bureau. No state grant shall be made for capital expenditures of such bureaus. All youth service bureaus shall submit a request for a grant, pursuant to this section and sections 10-19m and 10-19o, on or before May fifteenth of the fiscal year prior to the fiscal year for which such grant is requested.

**Sec. 10-19o. (Formerly Sec. 17a-40a). Youth service bureau grant program.** (a) The Commissioner of Education shall establish a program to provide grants to youth service bureaus in accordance with this section. Only youth service bureaus which were eligible to receive grants pursuant to this section for the fiscal year ending June 30, 2007, or which applied for a grant by June 30, 2007, with prior approval of the town's contribution pursuant to subsection (b) of this section, shall be eligible for a grant pursuant to this section for any fiscal year commencing on or after July 1, 2007. Each such youth service bureau shall receive a grant of fourteen thousand dollars. The Department of Education may expend an amount not to exceed two percent of the amount appropriated for purposes of this section for administrative expenses. If there are any remaining funds, each such youth service bureau that was awarded a grant in excess of fifteen thousand dollars in the fiscal year ending June 30, 1995, shall receive a percentage of such funds. The percentage shall be determined as follows: For each such grant in excess of fifteen thousand dollars, the difference between the amount of the grant awarded to the youth service bureau for the fiscal year ending June 30, 1995, and fifteen thousand dollars shall be divided by the difference between the total amount of the grants awarded to all youth service bureaus that were awarded grants in excess of fifteen thousand dollars for said fiscal year and the product of fifteen thousand dollars and the number of such grants for said fiscal year.

(b) In order for a youth service bureau to receive the full amount of the state grant determined pursuant to subsection (a) of this section, a town shall contribute an amount equal to the amount of the state grant. A town shall provide not less than fifty per cent of its contribution from funds appropriated by the town for that purpose, and the remaining amount in other funds or in-kind contributions in accordance with regulations adopted by the State Board of Education in accordance with Chapter 54.

(c) Any funds remaining due to a town's failure to match funds as provided in subsection (b) of this section, shall be redistributed in accordance with the provisions of this section. The State Board of Education shall adopt regulations in accordance with the provisions of Chapter 54 to coordinate the youth service bureau program and to administer the grant system established pursuant to this section and sections 10-19m and 10-19n.

**Sec. 10-19p. (Formerly Sec. 17a-41). Assistance to youth service bureaus.** The Department of Education shall provide grant management services, program monitoring, program evaluation and technical assistance to such state-aided youth service bureaus, and the Commissioner may assign or appoint necessary personnel to perform such duties, subject to the provisions of Chapter 67.

# APPENDIX E
## Affirmative Action Materials

### CERTIFICATION THAT A CURRENT AFFIRMATIVE ACTION PACKET IS ON FILE

***Agencies with an Affirmative Action Plan on file need to certify such by signing the statement below.***

I, the undersigned authorized official, hereby certify that the applying organization/ agency has a current affirmative action packet on file with the Connecticut State Department of Education. The affirmative action packet is, by reference, part of this application.

Signature of Authorized Official: _____ Date: _____

Name and Title: ____Gregg Schuster, First Selectman_____

# APPENDIX F
## Youth Service Bureau
## Results Based Accountability Sample Strategies and Activities

### Administrative Core Unit Strategies and Activities

| Sample Strategies | Sample Activities |
|---|---|
| Improve the administration of YSB programs and services. | To evaluate administrative procedures.<br>To streamline fiscal and data management procedures.<br>To provide staff training and improve skills. |
| Identify the needs of youth and current service gaps. | To develop youth forum concerning their needs and solutions.<br>To survey the community regarding needs and services.<br>To develop centralized data bank. |
| Increase the resources and services available to youth. | To research available funding services.<br>To write grant applications. |
| Inform the community of programs and services. | To compile information on all community youth programs into a database.<br>To develop and regularly update a resource guide. |
| Coordinate with local providers to eliminate service gaps and enhance the delivery of services. | To convene relevant community groups to plan activities.<br>To write joint grant application with other providers.<br>To initiate and maintain ongoing planning process with other community groups. |
| Advocate for the needs of all youth to improve policies and procedures. | To advocate for local policies and procedures that benefit youth.<br>To keep community leaders aware of YSB functions.<br>To advocate for individual youth. |

# Appendix F
# Youth Service Bureau
# Results Based Accountability Sample Strategies and Activities

## Administrative Core Unit Strategies and Activities

| Sample Strategies | Sample Activities |
|---|---|
| Improve the administration of YSB programs and services. | Evaluate administrative procedures.<br>Streamline fiscal and data management procedures.<br>Provide staff training to improve skills. |
| Identify the needs of youth and current service gaps. | To develop youth forum concerning their needs and solutions.<br>To survey the community regarding needs and services.<br>To develop centralized data bank. |
| Increase the resources and services available to youth. | Research available funding services.<br>Write grant applications. |
| Inform the community of programs and services. | Compile information on all community youth programs into a database.<br>Develop and plan for the regular updating of a resource guide. |
| Coordinate with local providers to eliminate service gaps and enhance the delivery of services. | Convene relevant community groups to produce an activity plan.<br>Write joint grant application with other providers.<br>Initiate and maintain ongoing planning process with other community groups. |
| Advocate for the needs of all youth to improve policies and procedures. | Advocate for local policies and procedures that benefit youth.<br>Keep community leaders aware of YSB functions.<br>Advocate for individual youth. |

## Direct Services Unit Strategies and Activities

| Sample Strategies | Sample Activities |
|---|---|
| Youth will have the special supports and services they need in times of personal or family crises and in times of difficult personal transition. | To divert youth from the juvenile justice system.<br>To provide intervention service to identified 'at-risk' populations.<br>To provide support services to 'at-risk' youth and their families. |
| Youth and families will understand their own needs, the needs of their family members and will understand how to generate a mutually supportive family environment. | To provide counseling / therapy to youth and their families.<br>To provide sexual abuse counseling and support.<br>To provide truancy prevention services to community youth. |
| Youth will have attitudes, work values and skills to obtain and hold jobs. | To maintain a job bank for youth.<br>To provide career exploration support services to youth. |
| Youth will have strong bonds to their families, peers, schools and communities. Youth will contribute to the well being and strength of their families, schools and communities. | To provide youth leadership training.<br>To host discussion groups for youth to discuss issues of importance to them. |
| Educate on issues of importance to youth. | To train youth as peer mentors.<br>To provide education on sexual abuse.<br>To provide education on well child care.<br>To provide substance abuse education. |
| Youth will participate in positive social, cultural and athletic activities in their leisure time. | To provide an alcohol and drug-free social environment for youth.<br>To provide opportunities to participate in drama and sports. |
| Parents will have the knowledge and skills to guide their children so that they become responsible productive citizens. | To provide parent workshops.<br>To provide educational materials related to children. |

# APPENDIX G

## Statutory Requirement of Administrative Core Unit Functions

In my official capacity as signatory for the_Colchester Youth Service Bureau, I, the undersigned authorized official*, hereby recognize and support the statutory requirements and regulations of the Youth Service Bureau (C.G.S. Sections 10-19m through 10-19o) to provide the five Administrative Core Unit (ACU) functions of:

1. Management and Administration.
2. Research that provides for the continued assessment of community needs and assets.
3. Resource development.
4. Community involvement.
5. Advocacy on behalf of issues related to youth and families.

_____ _____

Name Date

*Authorized official may be:

- Department Head
- Town Manager
- First Selectman
- Mayor

# APPENDIX H

## STATEMENT OF ASSURANCES

## CONNECTICUT STATE DEPARTMENT OF EDUCATION
## STANDARD STATEMENT OF ASSURANCES
## GRANT PROGRAMS

**PROJECT TITLE:** **Youth Service Bureau Grant**

**THE APPLICANT:** **Town of Colchester** HEREBY ASSURES THAT:

Colchester Youth Services Bureau

(insert Agency/School/CBO Name)

A. The applicant has the necessary legal authority to apply for and receive the proposed grant;

B. The filing of this application has been authorized by the applicant's governing body, and the undersigned official has been duly authorized to file this application for and on behalf of said applicant, and otherwise to act as the authorized representative of the applicant in connection with this application;

C. The activities and services for which assistance is sought under this grant will be administered by or under the supervision and control of the applicant;

D. The project will be operated in compliance with all applicable state and federal laws and in compliance with regulations and other policies and administrative directives of the State Board of Education and the Connecticut State Department of Education;

E. Grant funds shall not be used to supplant funds normally budgeted by the agency;

F. Fiscal control and accounting procedures will be used to ensure proper disbursement of all funds awarded;

G. The applicant will submit a final project report (within 60 days of the project completion) and such other reports, as specified, to the Connecticut State Department of Education, including information relating to the project records and access thereto as the Connecticut State Department of Education may find necessary;

H. The Connecticut State Department of Education reserves the exclusive right to use and grant the right to use and/or publish any part or parts of any summary, abstract, reports, publications, records and materials resulting from this project and this grant;

I. If the project achieves the specified objectives, every reasonable effort will be made to continue the project and/or implement the results after the termination of state/federal funding;

J. The applicant will protect and save harmless the State Board of Education from financial loss and expense, including legal fees and costs, if any, arising out of any breach of the duties, in whole or part, described in the application for the grant;



K. At the conclusion of each grant period, the applicant will provide for an independent audit report acceptable to the grantor in accordance with Sections 7-394a and 7-396a of the Connecticut General Statutes, and the applicant shall return to the Connectlcut State Department of Education any moneys not expended in accordance with the approved program/operation budget as determined by the audit;

L. REQUIRED LANGUAGE (NON-DISCRIMINATION)

1) References in this section to "contract" shall mean this grant agreement and references to "contractor" shall mean the Grantee.

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

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

2) (a) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut. The contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved; (b) the contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (c) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor

with which such contractor has a contract or understanding, a notice to be provided by the Commission advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (d) the contractor agrees to
comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to sections 46a-56, 46a-68e and 46a-68f; (e) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and section 46a-56.



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

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

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

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

7) (a) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (b) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor

with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (c) the contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to section 46a-56; (d) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor which relate to the provisions of this section and section 46a-56.

8) The contractor shall include the provisions of section (7) above in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with



section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

**M.** The grant award is subject to approval of the Connecticut State Department of Education and availability of state or federal funds.

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

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

Signature: _____

Name: *(typed)* Gregg Schuster

Title: *(typed)* First Selectman

Date: _____

COLCHESTER YOUTH SERVICES ADVISORY BOARD/YOUTH FIRST COALITION

| Term expires: | Firstname | Last name | R | HOME PH. | DAYTIME PH. | CELL PHONE | E | SECTOR |
|---|---|---|---|---|---|---|---|---|
| non voting member | BARBARA | GILBERT | E c | | 537.7103 | 860.334.5726 | b | school |
| non voting member | BRITTANY | BERUBE | | | | | | youth |
| non voting member | CHRIS | BENNETT | | WJJMS | 537-2313 | 860-705-2598 | c | School |
| June 30 2014 | GAIL | BAXTER | 1 | 537.5236 | | 860.608.2518 | g a | parent |
| June 30 2014 | GINA | EBBELING | 6 N | | | 8605668952 | g | parent |
| | JENNIFER | SLOAT | 1 | 537.7256 | | | j | Youth Serv. |
| June 30 2014 | KATHY | WONDERLY | 6 | 531.936O | 537.0717 | 860.576.5116 | k | school |
| March 2014 | LINDA | BROMLEY | O H | 537.3115 | | 716.0747 | | Citizen |
| non voting member | LINDA | IACOBELLIS | a c | | 537.2378 | 203.215.0189 | l | school |
| June 2013 | LORRAINE | MARVIN | 7 | 537-2687 | 537-3423 | | r | Citizen |
| non voting member | MEG | LEWIS | V J | | 531.2373 | 860.622.9018 | l | school |
| non voting member | MIKE | SCHAFF | 1 | 537.7258 | | | r | Youth Serv. |
| June 30 2013 | PAMELA | SCHEIBELEIN | 1 | 537-1261 | 537-7223 | 860-861-4118 | p | citizen |
| June 30 2013 | ROB | SUCHECKI | | 127 NORWIC | 537-7272 | | k | police |
| June 30 2014 | SHIRLEY | ELLIS | 1 4 | | 537.4361 | 860.965.7728 | s | faith based orgt |
| June 30 2013 | THOMAS | ST. LOUIS | 2 | 537-6314 | 860-509-7759 | 860-303-1238 | t | Citizen |
| | | **LIASIONS:** | | | | | | |
| | Greg | CORDOVA - BOS | 3 | 537-3705 | | | g | BOS |
| | John | REEVER - BOE | 5 | 537-9264 | | 860-367-3821 | j | BOE |
| | Rob | TARLOV - BOF | | 120 NELKIN ROAD | | 860-608-4293 | c | BOF |

Revised 5/17/2013

## Town of Colchester Interoffice Memorandum

**To:** Gregg Schuster, First Selectman
**From:** James Paggioli, L.S., Director of Public Works
**CC:**
**Date:** May 31, 2013
**Re:** Solar City Electricity Purchasing – Joint Facilities Waste Water Treatment Plant.

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The Town of East Hampton has evaluated the potential for utilizing solar power photo-voltaic cells for the generation of electricity at several sites throughout the Town of East Hampton. There are two potential projects that have met the criteria for inclusion within the Connecticut Council of Governments exiting solar contracting process with Solar City. Solar City is the selected vendor by the Connecticut Council of Governments for this type of green energy project.

One of the sites involved the potential for a solar collection array at the property that the Colchester –East Hampton Water Pollution Control Facility is located upon. Title to the property is vested in the Town of East Hampton. The operation of the plant is under the jurisdiction of the Joint Facilities Inter town Agreement. The intent for this project is to install the arrays and connect the generated electricity to the WPCA treatment plant. The initial calculations are that approximately 25% of the plant's electricity could be generated by the solar array. It is included within the contract that the cost for this portion of the projected electricity would be generated at a rate of 0.041 to 0.05 dollars per kWh for the 20 year period.

There are project design issues that need to developed by Solar City should the project move forward.

Since the project at this location would connect to the plant, and therefore affect the operations of the facility, both Town's WPCA must act upon the inclusion of the plant's power source.

At the present time, based upon the information provided by the Town of East Hampton with regards to the contract with Solar City, I would recommend that the Town of Colchester WPCA support the participation with Joint Facilities Operation with the purchase of solar powered electricity through the Connecticut Council of Government Energy Purchasing Program with Solar City, through the Town of East Hampton.

**That the Board of Selectmen acting as the Town of Colchester WPCA:**

***RESOLVED,*** that the Water Pollution Control Authority of The Town of Colchester does hereby support the participation of the Town of Colchester - Town of East Hampton Joint Facilities in the Connecticut Council of Government Energy Purchasing Program through the Town of East Hampton.
***Furthermore,*** pending final design the generated solar energy from this program shall be delivered to 20 Gildersleeve Drive, East Hampton, for utilization at the Town of Colchester – Town of East Hampton Water Pollution Control Facility.

## James Paggioli

**From:** VINCENT SUSCO [vsusco@sbcglobal.net]
**Sent:** Tuesday, May 28, 2013 10:39 AM
**To:** James Paggioli
**Cc:** mike maniscalco
**Subject:** WPCA Solar City resolution

Jim here is our proposed WPCA resolution for the meeting on the 4th feel free to plagerize it for your meeting.on the 6th

***RESOLVED***, that the Water Pollution Control Authority of East Hampton does hereby support the participation of the Town of Colchester - Town of East Hampton Joint Facilities in the Connecticut Council of Government Energy Purchasing Program through the Town of East Hampton.

***Furthermore,*** pending final design the generated solar energy from this program shall be delivered to 20 Gildersleeve Drive, East Hampton, for utilization at the Town of Colchester – Town of East Hampton Water Pollution Control Facility.

SolarCity

## Solar Power Purchase Agreement (Commercial) - East Hampton

This Solar Power Purchase Agreement (this "Agreement") is entered into by the parties listed below (each a "Party" and collectively the "Parties") as of the date signed by Seller below (the "Effective Date").

| **Purchaser:** | | **Seller / Provider** | |
|---|---|---|---|
| Name and Address | Town of East Hampton | Name and Address | SolarCity Corporation<br>3055 Clearview Way<br>San Mateo, CA 94402<br>Attention: Legal Department |
| Phone | | Phone | (650) 638-1028 |
| Fax | | Fax | (650) 638-1029 |
| E-mail | | E-mail | Contracts@solarcity.com |
| Facility Ownership | Purchaser owns the Facility | | **Contractor's License Numbers**<br>ELC.0125305-E1 |

Comment [A1]: To be completed by Purchaser

This Agreement sets forth the terms and conditions of the purchase and sale of solar generated electric energy from the solar panel system described in Exhibit 2 (the "System") and installed at the Purchaser's facility described in Exhibit 3 (the "Facility").

The exhibits listed below are incorporated by reference and made part of this Agreement.

| | |
|---|---|
| Exhibit 1 | Pricing Attachment |
| Exhibit 2 | System Description, Delivery Point and License Area |
| Exhibit 3 | Memorandum of License |
| Exhibit 4 | Reserved |
| Exhibit 5 | General Terms and Conditions |

**Purchaser: Town of East Hampton**

Signature: _____

Printed Name: _____

Title: _____

Date: _____

**Seller: SolarCity Corporation**

Signature: _____

Printed Name: _____

Title: _____

Date: _____

## Exhibit 1
### Pricing Attachment

1. **Term:** Twenty (20) years, beginning on the Commercial Operation Date.

2. **Additional Terms:** Up to two (2) Additional Terms of five (5) years each.

3. **Environmental Incentives and Environment Attributes Accrue to *Seller*.**

4. **Contract Price:**

| Contract Year | $/kWh |
|---|---|
| 1 | $0.041 |
| 2 | $0.042 |
| 3 | $0.042 |
| 4 | $0.043 |
| 5 | $0.043 |
| 6 | $0.043 |
| 7 | $0.044 |
| 8 | $0.044 |
| 9 | $0.045 |
| 10 | $0.045 |
| 11 | $0.046 |
| 12 | $0.046 |
| 13 | $0.047 |
| 14 | $0.047 |
| 15 | $0.047 |
| 16 | $0.048 |
| 17 | $0.048 |
| 18 | $0.049 |
| 19 | $0.049 |
| 20 | $0.050 |

1. **Condition Satisfaction Date: March 2014**

2. **Anticipated Commercial Operation Date: August 2014**

3. **Outside Commercial Operation Date: October 2014**

4. **Purchase Option**

| End of Contract Year | Option Price* |
|---|---|
| Buyout after year 6 | $727,585.88 |
| Buyout after year 10 | $616,793.91 |
| Buyout after year 15 | $479,945.14 |
| Buyout after year 20 | Fair Market Value |

*Buyer shall have the right to purchase the System at the greater of the price set forth above and the then current fair market value.

## Exhibit 2

**System Description, Delivery Point and License Area**

1. **System Location:**20 Gildersleeve Dr.,., East Hampton, CT, 06424

2. **System Size (DC kW):** 322.19

3. **Expected First Year Energy Production (kWh):** 367,022

4. **Expected Structure:** Ground Mount

5. **Expected Module(s):** Trina 290W

| Manufacturer/Model | Quantity |
|---|---|
| Trina 290W | 1111 |

6. **Expected Inverter(s):**

| Manufacturer/Model | Quantity |
|---|---|
| Solectria SGI 2250 kW / Solectria PVI 82 kW | (2) Total |

7. **Includes:**

SolarCity Limited Warranty, installation of a solar energy system (includes: design, engineering, permitting, installation, monitoring, rebate application and paperwork processing for solar energy system).

8. **Delivery Point and License Area:** SolarCity shall attach a schematic that contains the:

(i) array;

(ii) Delivery Point at Purchaser's electrical infrastructure; and

(iii) access points needed to install and service System (bldg access, electrical room, stairs etc.)

Exhibit 3
License

| | |
|---|---|
| RECORDING REQUESTED BY AND WHEN | ) |
| RECORDED RETURN TO: | ) |
| SolarCity Corporation | ) |
| 3055 Clearview Way | ) |
| San Mateo, CA 94402 | ) |
| Attention: Legal Department | ) |
| | ) |

(space above this line reserved for recorder's use)

LICENSE

THIS LICENSE is made and entered into this ___ day of _____, 20__, (the "Effective Date") by and between Town of East Hampton, LP, whose address is [ ] ("Licensor" also referred to as Purchaser), and SOLARCITY CORPORATION, whose address is 3055 Clearview Way, San Mateo, CA 94402 ("Licensee also referred to as Seller").

Comment [A2]: Town to complete address.

A. Licensor is the owner of certain real property ("Premises"), located in the County of San Mateo, State of California, attached to this License as Exhibit A and incorporated herein by reference.

B. Licensor and Licensee have entered into a Solar Power Purchase Agreement dated on or about the Effective Date (the "Agreement") under which Licensee is selling energy generated by a photovoltaic electric generating system (the "System") to Licensor. The Agreement is for a term of twenty (20) years, beginning on the Effective Date and ending on the twenty (20) year anniversary of the Commercial Operation Date with an option to extend the Agreement as described in section 3(b) of the Agreement. Pursuant to the Agreement, Licensor has granted Licensee an irrevocable, non-exclusive license ("License") over the Premises for the purposes and on the terms set forth in the Agreement.

Licensor and Licensee agree as follows:

1. Licensor hereby grants to Licensee the License over the Premises to perform the scope of services envisioned bythe terms and conditions set forth in the Agreement and specifically to include the following .Facility Access Rights:

a. Facility Access Rights. Licensor grants to Licensee and to Licensee's agents, employees and contractors an irrevocable non-exclusive license running with the Premises (the "License") for access to, on, over, under and across the Premises as more particularly described in Exhibit A to Exhibit 3 (the "License Area") for the limited purposes of (a) installing, constructing, operating, owning, maintaining, accessing, removing and replacing the System; (b) performing all of Seller's obligations and enforcing all of Seller's rights set forth in this Agreement; and (c) installing, using and maintaining electric lines and equipment, including inverters and meters, necessary to interconnect the System to Purchaser's electric system at the Facility and/or to the Utility's electric distribution system or that otherwise may from time to time be useful or necessary in connection with the construction, installation, operation, maintenance or repair of the System. Seller shall notify Purchaser prior to entering the Facility. The term of the License shall continue until the date that is one hundred and twenty (120) days following the earlier of (x) the date the easement referenced in section 6 c) of the Agreement takes effect , and (y) the date of the of expiration or termination of this Agreement (the "License Term"). During the License Term, Purchaser shall not interfere with such rights or access and the Seller shall not interfere with Purchaser's operation the municipal facility located on the Premises. Purchaser agrees that Seller may record a memorandum of license in the land records respecting this License. To avoid any doubt, it is the intention of the parties that this license shall be temporary and be replaced by the easement referenced in section 6 c) of the agreement, or if such easement is not granted, this license shall terminate 120 days after the termination of the Agreement pursuant to section 6 c) of the Agreement.

2. The term of the License begins on the Effective Date and continues until one hundred and twenty (120) days after the termination of the Agreement.

3. This License shall not be deemed to modify, alter or amend in any way the provisions of the Agreement.

The undersigned have executed this License as of the date first written above.

| LICENSOR | LICENSEE |
| --- | --- |
| Town of East Hampton | SOLARCITY CORPORATION |
| By: _____ | By: _____ |
| Name: _____ | Name: _____ |
| Title: _____ | Title: _____ |

State of Connecticut )
)
County of Middlesex )

On _____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Connecticut that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Signature of the Notary Public

---

State of California )
)
County of San Mateo )

On _____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Signature of the Notary Public

---

**Exhibit A**
**License**

Legal Description of Premises

That certain real property located in the County of Middlesex State of Connecticut described as follows:

20 Gildersleeve Dr.,., East Hampton, CT, 06424 (more complete description to be provided later with easement)

**Exhibit 4**

**Easement**

Licensor and Licensee agree to enter into good faith negotiations to negotiate the terms and conditions of an easement, including reasonable protocol for access to school sites, security of school sites, and other access related considerations, following the procedure described in Section 6 C of the Agreement , which easement is designed to replace the temporary license described in Exhibit 3, and which easement is contemplated to include the same rights of access described in Exhibit 3, and which easement, if approved, is intended to remain in place during the term of Agreement and for a period of 120 days following any termination of the Agreement pursuant to the terms of the Agreement; provided that in case of a termination pursuant to Section 13(c) (3) (A) (1) of the Agreement, the easement shall continue in full force and effect for a period of 120 days following the date on which the Initial Term would have ended had the Agreement not been terminated.

## Exhibit 5

### Solar Power Purchase Agreement General Terms and Conditions

1. Definitions and Interpretation: Unless otherwise defined or required by the context in which any term appears: (a) the singular includes the plural and vice versa; (b) the words "herein," "hereof" and "hereunder" refer to this Agreement as a whole and not to any particular section or subsection of this Agreement; (c) references to any agreement, document or instrument mean such agreement, document or instrument as amended, modified, supplemented or replaced from time to time; and (d) the words "include," "includes" and "including" mean include, includes and including "without limitation." The captions or headings in this Agreement are strictly for convenience and shall not be considered in interpreting this Agreement.

2. Purchase and Sale of Electricity. Purchaser shall purchase from Seller, and Seller shall sell to Purchaser, all of the electric energy generated by the System, up to 110% of the Expected Output (as set forth in Schedule 2) during the Initial Term and any Additional Term (as defined in Exhibit 1, and collectively the "Term"). Electric energy generated by the System will be delivered to Purchaser at the delivery point identified on Exhibit 2 (the "Delivery Point"). Purchaser shall take title to the electric energy generated by the System at the Delivery Point, and risk of loss of electricity will pass from Seller to Purchaser at the Delivery Point. Purchaser may purchase electric energy for the Facility from other sources so long as the such purchase does not conflict with Purchaser's obligation to purchase electric energy generated by the System as set forth in this Agreement.

3. Term and Termination.

   a. Initial Term. The initial term ("Initial Term") of this Agreement shall commence on the Effective Date and continue until the 20th anniversary of the Commercial Operation Date (as defined below) unless earlier terminated as provided for in this Agreement. The "Commercial Operation Date" is the date Seller gives Purchaser written notice that the System is mechanically complete and capable of providing electric energy to the Delivery Point. Upon Purchaser's request, Seller will give Purchaser copies of certificates of completion or similar documentation from Seller's contractor and the interconnection or similar agreement with the Utility. This Agreement is effective as of the Effective Date.

   b. Additional Terms. If Purchaser has not exercised its option to purchase the System by the end of the Initial Term, either Party may give the other Party written notice of its desire to extend this Agreement on the terms and conditions set forth herein for the number and length of additional periods specified in Exhibit 1 (each an "Additional Term"). Such notice shall be given, if at all, not more than one hundred twenty (120) and not less than sixty (60) days before the last day of the Initial Term or the then current Additional Term, as applicable. The Party receiving the notice requesting an Additional Term shall respond positively or negatively to that request in writing within thirty (30) days after receipt of the request. Failure to respond within such thirty (30) day period shall be deemed a rejection of the offer for an Additional Term. If both Parties agree to an Additional Term, the Additional Term shall begin immediately upon the conclusion of the Initial Term or the then current term on the same terms and conditions as set forth in this Agreement. If the Party receiving the request for an Additional Term rejects or is deemed to reject the first Party's offer, this Agreement shall terminate at the end of the Initial Term (if the same has not been extended) or the then current Additional Term.

4. Billing and Payment.

   a. Monthly Charges. Purchaser shall pay Seller monthly for the electric energy generated by the System and delivered to the Delivery Point at the $/kWh rate shown in Exhibit 1 (the "Contract Price"). The monthly payment for such energy will be equal to the applicable $/kWh rate

multiplied by the number of kWh of energy generated during the applicable month, as measured by the System meter.

b. Monthly Invoices. Seller shall invoice Purchaser monthly, either manually or through ACH. Such monthly invoices shall state (i) the amount of electric energy produced by the System and delivered to the Delivery Point, (ii) the rates applicable to, and charges incurred by Purchaser pursuant to Sections 4(a), 4(c), and (if applicable) Section 5 of this Agreement, and (iii) the total amount due from Purchaser.

c. Taxes.

i. Taxes, Generally. As of the Effective Date, the Parties concur that applicable law does not require that sales tax be collected by Provider on the sale of electricity to Purchaser pursuant to this Agreement. To the extent there is a future change in law (or change in interpretation of existing law) such that sales or similar taxes are imposed on the sale of electricity that would be applicable to this Agreement, but not to the sale of electricity from the Utility, the Parties agree that Provider shall pay such taxes. Purchaser shall either pay or reimburse Seller for taxes assessed on the generation, sale, delivery or consumption of electric energy produced by the System to the extent the cost of such taxes would be incurred by the Purchaser if Purchaser were obtaining electricity from the Utility rather than from the System.

ii. Property Taxes. If personal property taxes are assessed against the System, Seller may pass the cost of such taxes through to Purchaser in the form of a monthly charge on each invoice equal to $1/12^{th}$ of the annual amount of such personal property taxes. In the event these taxes are unknown at the time of the invoice, they may be estimated by Seller and then subsequently corrected in an annual true-up process so that the ongoing pass through charge is increased or decreased to reflect any under-recovery or over-recovery of property taxes actually paid to Purchaser as supported by appropriate documentation.

d. Payment Terms. All amounts due under this Agreement shall be due and payable net (30) days from receipt of invoice. Any undisputed portion of the invoice amount not paid within the thirty (30 ) day period shall accrue interest at the annual rate of two and one half percent (2.5%) (but not to exceed the maximum rate permitted by law).

5. Environmental Attributes and Environmental Incentives.

Unless otherwise specified on Exhibit 1, Seller is the owner of all Environmental Attributes and Environmental Incentives and is entitled to the benefit of all Tax Credits, and Purchaser's purchase of electricity under this Agreement does not include Environmental Attributes, Environmental Incentives or the right to Tax Credits or any other attributes of ownership and operation of the System, all of which shall be retained by Seller. Purchaser disclaims any right to Environmental Attributes or Environmental Incentives based upon the installation of the System and, at the request of Seller, shall execute any document or agreement reasonably necessary to fulfill the intent of this Section 5. Further, Purchaser shall provide Commercially Reasonable Cooperation to Seller in obtaining, securing and transferring all Environmental Attributes and Environmental Incentives and the benefit of all Tax Credits, including by using the electric energy generated by the System in a manner necessary to qualify for such available Environmental Attributes, Environmental Incentives and Tax Credits. Notwithstanding the forgoing, the Parties acknowledge and agree that Seller shall be solely responsible for determining and coordinating all actions that may be necessary for Seller to obtain, secure and transfer Environmental Attributes, Environmental Incentives and Tax Credits, and Purchaser shall not be obligated to incur any out-of-pocket costs or expenses in connection with such actions unless reimbursed by Seller. If any Environmental Incentives are paid directly to Purchaser, Purchaser shall immediately pay such amounts over to Seller.

"**Environmental Attributes**" means any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, attributable to the System, the production of electrical energy from the System and its displacement of conventional energy generation, including (1) any avoided emissions of pollutants to the air, soil or water such as sulfur oxides (SOx), nitrogen oxides (NOx), carbon monoxide (CO) and other pollutants; (2) any avoided emissions of carbon dioxide (CO2), methane (CH4), nitrous oxide, hydrofluorocarbons, perfluorocarbons, sulfur hexafluoride and other greenhouse gases (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change, or otherwise by law, to contribute to the actual or potential threat of altering the Earth's climate by trapping heat in the atmosphere; and (3) the reporting rights related to these avoided emissions, such as Green Tag Reporting Rights and Renewable Energy Credits. Green Tag Reporting Rights are the right of a party to report the ownership of accumulated Green Tags in compliance with federal or state law, if applicable, and to a federal or state agency or any other party, and include Green Tag Reporting Rights accruing under Section 1605(b) of The Energy Policy Act of 1992 and any present or future federal, state, or local law, regulation or bill, and international or foreign emissions trading program. Environmental Attributes do not include Environmental Incentives and Tax Credits. Purchaser (to the extent applicable) and Seller shall file all tax returns in a manner consistent with this Section 5. Without limiting the generality of the foregoing, Environmental Attributes include carbon trading credits, renewable energy credits or certificates, emissions reduction credits, emissions allowances, green tags, tradeable renewable credits and Green-e® products.

"**Environmental Incentives**" means any credits, rebates, subsidies, payments or other incentives that relate to self-generation of electricity by the System , the use of technology incorporated into the System, environmental benefits of using the System, or other similar programs available from the Utility, any other regulated entity, the manufacturer of any part of the System or any Governmental Authority. Notwithstanding any other provision in this Agreement, nothing in this Agreement is intended to limit in any way the Purchaser's right to participate in demand response programs, or utility sponsored energy efficiency programs, or to transfer to the Seller any potential reduction in Purchaser's demand charges, capacity charges, or any other components of the Purchaser's cost of electric delivery and supply.

"**Governmental Authority**" means any national, state or local government (whether domestic or foreign), any political subdivision thereof or any other governmental, quasi-governmental, judicial, public or statutory instrumentality, authority, body, agency, bureau or entity (including the Federal Energy Regulatory Commission or the California Public Utilities Commission), or any arbitrator with authority to bind a party at law.

"**Tax Credits**" means any and all (i) investment tax credits, (ii) production tax credits and (iii) similar tax credits or grants under federal, state or local law relating to the construction, ownership or production of energy from the System.

6. <u>Conditions to Obligations</u>.

a. <u>Conditions to Seller's Obligations</u>.

Seller's obligations to develop and operate the System under this Agreement, other than the obligation to use commercially reasonable efforts to satisfy the conditions below and meet the project development milestones in Schedule 3, are conditioned on the completion of the following conditions to Seller's reasonable satisfaction on or before the Condition Satisfaction Date:

i. Completion of a physical inspection of the Facility and the property upon which the Facility is located (the "**Premises**") including, if applicable, geotechnical work, structural roof load analysis utilizing a licensed CT engineer reasonably acceptable to Purchaser, and real estate due diligence to confirm: (x) the suitability of the Facility and the Premises for the System, and (y) that there are no site conditions (including environmental conditions) or construction requirements that were not included in the Contract Price;

ii. Approval of (A) this Agreement and (B) the Construction Agreement (if any) for the System by Seller's Financing Parties. "**Construction Agreement**" as used in this subsection means an agreement between SolarCity and a subcontractor to install the System;

iii. Confirmation that Seller will obtain all applicable Environmental Incentives and Tax Credits;

iv. Receipt of all necessary zoning, land use and building permits and any other required permits;

v. Execution of all necessary agreements with the Utility for interconnection of the System to the Utility's electric distribution system; and

vii. Execution of a ZREC contract at prices acceptable to Seller. Notwithstanding this provision Seller expressly agrees that the ZREC prices in respect of the System submitted as part of Seller's proposal to the CCM dated January 14, 2013 are acceptable to Seller, and provided further that the ZREC submission by Seller into the ZREC auction will be at or below those stated ZREC values.

b. Conditions to Purchaser's Obligations. Purchaser's obligations under this Agreement (except Purchaser's obligations to provide Seller with Commercially Reasonable Cooperation as defined in this Agreement, which shall be effective as of the Effective Date) are conditioned on (i) the occurrence of the Commercial Operation Date for the System on or before the Outside Commercial Operation Date (*See* Exhibit 1), and (ii) Purchaser's determination, within 15 days of the inspection arranged by Seller, of any rooftop site by the roof warranty provider, that the Facility's rooftop shall have sufficient warranty coverage for the Initial Term, and that such coverage Purchaser in its sole discretion, deems adequate. Any costs associated with this inspection shall be borne by Seller, and any costs associated with extending the roof warranty shall be borne by Purchaser. If Purchaser exercises the sole discretion to determine that existing warranty coverage is not sufficient or the sole discretion to determine that an extension of the warranty is not cost effective, Purchaser may terminate this Agreement without further liability to either Party under this Agreement.

c. Mutual Conditions to Obligations.

i. In the event that, pursuant to General Statute Section 8-24, the Purchaser does not receive a favorable report from its Planning Commission regarding the improvement associated with the System and the legislative body of the Purchaser does not over-ride any unfavorable report within one hundred eighty (180) days of the submission by Seller of a final and complete application for Planning and Zoning Approval, this Agreement shall terminate, in which case neither Party shall have any liability to the other.

ii. In the event that the Parties fail to execute an easement agreement granting to Seller all necessary rights to use and occupy portions of the Premises for the installation, operation and maintenance of the System pursuant to the terms of this Agreement, including ingress and egress rights to the Premises for Seller and its employees, contractors and subcontractors and access to electrical panels and conduits to interconnect or disconnect the System with the Premises' electrical wiring (the "Easement"), this Agreement will terminate, in which case, neither Party shall have any liability to the other. The Easement must be irrevocable so long as the System remains at the Premises, including following any termination of this Agreement by Seller due to a Default Event by Purchaser. The Parties acknowledge and agree that Purchaser's execution of the Easement shall be subject to approval by the [Planning Commission] and the town of Wilton) within one hundred eighty days (180) of the submission by Seller of the final and complete

Easement for Planning and Zoning Approval. If such approval is not granted, this Agreement shall terminate automatically, in which case neither Party shall have any liability to the other; provided that the Parties shall work in good faith to extend such 180 days period for a period mutually agreeable to the Parties in the event that they have worked diligently on the Easement and reasonably determine that such additional time will result in the execution of the Easement.

iii. In the event that the Parties are unable to agree on the selection of an independent third party safety engineer to perform the inspection when and if required by section 7 b of this Agreement, with such selection of such engineer occurring within 90 days of the announcement by the Utility that the Seller has received a ZREC award for the System, then this Agreement shall terminate, in which case neither Party shall have any liability to the other.

d. Failure of Conditions.

If any of the conditions listed in subsections a, b or c above are not satisfied by the applicable dates specified in those subsections, the Parties will attempt in good faith to negotiate new dates for the satisfaction of the failed conditions. If the parties are unable to negotiate new dates, then either Party may terminate this Agreement upon ten (10) days written notice to the other Party without liability for costs or damages or triggering a default under this Agreement.

7. Seller's Rights and Obligations.

a. Permits and Approvals. Seller, shall use commercially reasonable efforts to develop the System in accordance with the development schedule attached hereto as Schedule 3, and to obtain, at its sole cost and expense:

i. any zoning, land use and building permits required to construct, install and operate the System; and

ii. any agreements and approvals from the Utility necessary in order to interconnect the System to the Utility's electric distribution system.

iii. Any other permits or approvals required to install and operate the System.

Purchaser shall cooperate with Seller's reasonable requests by executing letters and other documents prepared by Seller to support the application for State permits, State waivers and State approvals. Notwithstanding the forgoing, or anything to the contrary herein, the Parties acknowledge and agree that Seller shall be solely responsible for determining and coordinating all actions that may be necessary for Seller to develop the System.

b. Standard System Repair and Maintenance. Seller shall construct and install the System at the Facility. During the Term, Seller will operate and perform all routine and emergency repairs to, and maintenance of, the System at its sole cost and expense, provided that any repair or maintenance incurred by Seller resulting from (i) Purchaser's breach of its obligations hereunder, or (ii) damage caused by Purchaser or its subcontractors or agents shall be reimbursed by Purchaser. Seller shall not be responsible for any work done by or at the direction of Purchaser on any part of the System unless Seller authorizes that work in advance in writing.

Maintenance and repair of the System by Seller hereunder shall include, but not be limited to, such repair and maintenance necessitated by vandalism, rain, snow, ice, hail, wind and other damages caused by the natural elements and the failure of any or all components of the System. Seller agrees to take reasonable actions to avoid damage to the rooftop arising from the System and to repair any damage to the rooftop (if applicable) directly caused by the Seller or the System consistent with Purchaser's rooftop warranty (if

any). Purchaser shall deliver to Seller a copy of any such rooftop warranty prior to the start of Installation Work (as defined in Section 22(m)). In the event Seller causes any impairment of the rooftop warranty, Seller will pay all cost and expenses incurred by Purchaser as a result of such Seller-caused impairment of the rooftop warranty.

In the event of a Snow Emergency (as defined herein) that requires snow removal from any roof on which the System is installed, Seller assumes responsibility for such snow removal on the areas immediately above and adjacent to the System, subject to Purchaser's notification of the existence of such Snow Emergency. "Snow Emergency" means an accumulation of snow on a rooftop on which the System is located in an amount that meets or exceeds the applicable snow load for such rooftop. If, following a reasonable investigation of actual conditions at the Facility by Purchaser or Purchaser's designated engineer (including taking ground measurements of snow accumulation at the Facility and the weight thereof), Purchaser reasonably determines that a Snow Emergency exists, then Purchaser shall immediately notify Seller. If an independent third-party safety inspector, selected by the Parties pursuant to section 6 c) (iii) reasonably determines that personnel can access the roof safely to perform snow removal without concern of roof collapse, but Seller fails to cause the removal of snow as required herein within 24 hours of Purchaser's notice, then, Purchaser may perform snow removal in those areas above and adjacent to the solar arrays. Purchaser shall be solely responsible for the safety of any individuals Purchaser engages, directly or indirectly, to perform such snow removal, provided, however, that Purchaser will not be responsible for any damage caused to the System under such circumstances, unless due to the gross negligence or willful misconduct of Purchaser or its subcontractors or agents.

c. Breakdown Notice. Seller shall notify Purchaser promptly, but in any case, within twenty-four (24) hours, following Seller's discovery of (i) any material malfunction in the operation of the System or (ii) an interruption in the supply of electrical energy from the System. Purchaser and Seller shall each designate personnel and establish procedures such that each Party may provide notice of such conditions requiring Seller's repair or alteration at all times, twenty-four (24) hours per day, including weekends and holidays.

d. Suspension. Notwithstanding anything to the contrary herein, Seller shall be entitled to suspend delivery of electricity from the System to the Delivery Point for the purpose of maintaining and repairing the System and such suspension of service shall not constitute a breach of this Agreement; provided, that Seller shall use commercially reasonable efforts to minimize any interruption in service to the Purchaser.

e. Use of Contractors and Subcontractors. Seller shall be permitted to use contractors and subcontractors to perform its obligations under this Agreement. However, Seller shall continue to be responsible for the quality of the work performed by its contractors and subcontractors. If a list of pre-approved contr actors and subcontractors is desired, such list shall be scheduled on an appendix to this Exhibit. All contractors and subcontractors, other than those that may be scheduled on an appendix to this Exhibit, shall be subject to Purchaser's prior written consent, not to be unreasonably withheld.

f. Liens and Payment of Contractors and Suppliers. Seller shall pay when due all valid charges from all contractors, subcontractors and suppliers supplying goods or services to Seller under this Agreement and shall keep the Facility free and clear of any liens related to such charges. Seller shall indemnify Purchaser for all claims, losses, damages, liabilities and expenses resulting from any liens filed against the Facility or the Premises provided, however, that Seller shall have the right to contest any such lien, so long as it provides a bond in the amount of the lien ,or other reasonable assurances of payment that either remove such lien from title to the Facility and the Premises or that assure that any adverse judgment with respect to such lien will be paid without affecting title to the Facility and the Premises

g. No Warranty. NO WARRANTY OR REMEDY, WHETHER STATUTORY, WRITTEN, ORAL, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE SHALL APPLY. The remedies set forth in this Agreement shall be the Parties' sole and exclusive remedies for any claim or liability arising out of or in connection with this Agreement, whether arising in contract, tort (including negligence), strict liability or otherwise. The Limited Warranty SolarCity will provide Purchaser with is a separate contract from this Agreement. No rights provided to Purchaser by the Limited Warranty may be asserted under this Agreement. No warranty is made in this Agreement. Therefore, any warranty claim must be made independently of this Agreement and will not affect Purchaser's obligations under this Agreement.

8. Purchaser's Rights and Obligations.

a. OSHA Compliance. Seller shall ensure that all Occupational Safety and Health Act (OSHA) requirements and other similar applicable safety laws or codes are adhered to in its performance under this Agreement.

b. Outages. Purchaser shall be permitted to be off line for five (5) full twenty four (24) hour days and up to 60 additional hours during non- peak hours, with non peak hours defined to mean any hours prior to 10 AM and after 2 PM "Allowable Scheduled Outage") per calendar year during the Term at any time from October 1 until May 1, during which days Purchaser shall not be obligated to accept or pay for electricity from the System; provided, however, that Purchaser must notify Seller in writing of each such Scheduled Outage at least forty-eight (48) hours in advance of the commencement of a Scheduled Outage. In the event that Scheduled Outages exceed the Allowable Scheduled Outage or there are unscheduled outages, in each case for a reason other than a Force Majeure event, Seller shall reasonably estimate the amount of electricity that would have been delivered to Purchaser during such excess Scheduled Outages or unscheduled outages and shall invoice Purchaser for such amount in accordance with Section 4. Unscheduled outages caused by Force Majeure are controlled by Section 18.

c. Liens. Purchaser shall not directly or indirectly cause, create, incur, assume or allow to exist any mortgage, pledge, lien, charge, security interest, encumbrance or other claim of any nature on or with respect to the System or any interest therein. Purchaser shall immediately notify Seller in writing of the existence of any such mortgage, pledge, lien, charge, security interest, encumbrance or other claim, shall promptly cause the same to be discharged and released of record without cost to Seller, and shall indemnify Seller against all costs and expenses (including reasonable attorneys' fees) incurred in discharging and releasing any such mortgage, pledge, lien, charge, security interest, encumbrance or other claim.

d. Insolation. Purchaser understands that unobstructed access to sunlight ("Insolation") is essential to Seller's performance of its obligations and a material term of this Agreement. Purchaser will take all reasonable actions as necessary to prevent other buildings, structures or flora on Purchaser's premises from overshadowing or otherwise blocking access of sunlight to the System. The Parties agree that reducing Insolation would irreparably injure Seller, that such injury may not be adequately compensated by an award of money damages, and that Seller is entitled to seek specific enforcement of this Section 8(e) against Purchaser.

e. Data Line. Purchaser shall provide Seller a high speed internet data line, at Seller's cost during the Term to enable Seller to record the electric energy generated by the System.

9. Change in Law.

"Change in Law" means (i) the enactment, adoption, promulgation, modification or repeal after the Effective Date of any applicable law or regulation; (ii) the imposition of any material conditions on the issuance or renewal of any applicable permit after the Effective Date of this Agreement (notwithstanding

the general requirements contained in any applicable Permit at the time of application or issue to comply with future laws, ordinances, codes, rules, regulations or similar legislation), or (iii) a change in any utility rate schedule or tariff approved by any Governmental Authority which in the case of any of (i), (ii) or (iii), establishes requirements affecting owning, supplying, constructing, installing, operating or maintaining the System, or other performance of the Seller's obligations hereunder and which has a material adverse effect on the cost to Seller of performing such obligations; provided, that a change in federal, state, county or any other tax law after the Effective Date of this Agreement shall not be a Change in Law pursuant to this Agreement.

If any Change in Law occurs that has a material adverse effect on the cost to Seller of performing its obligations under this Agreement, then the Parties shall, within thirty (30) days following receipt by Purchaser from Seller of notice of such Change in Law, meet and attempt in good faith to negotiate amendments to this Agreement as are reasonably necessary to preserve the economic value of this Agreement to both Parties. If the Parties are unable to agree upon such amendments within such thirty (30) day period, then either party shall have the right to terminate this Agreement without further liability to either Party except with respect to payment of amounts accrued prior to termination.

10. Purchaser's right to Relocation of System.

a. Permanent System Relocation. If Purchaser ceases to conduct business operations at and/or vacates the Facility or is prevented from operating the System at the Facility prior to the expiration of the Term (any such event, a "Loss of Facility Rights"), Purchaser shall have the option to provide Seller with a mutually agreeable substitute premises located within the same Utility district as the terminated System or in a location with similar Insolation and as allowed pursuant to the ZREC agreement associated with the System, if any. Purchaser shall provide written notice at least sixty (60) days but not more than one hundred eighty (180) days prior to the date that it wants to make this substitution. In connection with such substitution, Purchaser shall execute an amended agreement that shall have all of the same terms as this Agreement except for the (i) Effective Date; (ii) License, which will be amended to grant rights in the real property where the System relocated to; and (iii) Term, which will be the remainder of the Term of this Agreement and such amended agreement shall be deemed to be a continuation of this Agreement without termination. Purchaser shall also provide any new Purchaser, owner, lessor or mortgagee consents or releases reasonably required by Seller or Seller's Financing Parties in connection with the substitute facility. Purchaser shall pay all costs associated with relocation of the System, including all costs and expenses incurred by or on behalf of Seller in connection with removal of the System from the Facility and installation and testing of the System at the substitute facility and all applicable interconnection fees and expenses at the substitute facility, as well as costs of new title search and other out-of-pocket expenses connected to preserving and refiling the security interests of Seller's Financing Parties in the System. Seller shall remove the System from the vacated Facility prior to the termination of Purchaser's ownership, lease or other rights to use such Facility. Seller will not be required to restore the Facility to its prior condition but shall promptly pay Purchaser for any damage caused by Seller during removal of the System, but not for normal wear and tear. If the substitute facility has inferior Insolation as compared to the original Facility, Seller shall have the right to make an adjustment to Exhibit 1 such that Purchaser's payments to Seller are the same as if the System were located at the original Facility. Purchaser's failure to provide a substitute facility in case of a Loss of Facility Rights shall be a Default Event, unless the Loss of Facility Rights is due to Force Majeure. If the Loss of Facility Rights is due to Force Majeure, Purchaser shall use all reasonable efforts to provide a substitute facility within 180 days of the occurrence of Force Majeure. If, after such efforts, Purchaser is unable to provide a substitute facility, Purchaser may terminate this Agreement pursuant to Section 18.

b. Purchaser's Right to Arrange for Temporary Displacement of System. If Purchaser determines to undertake activities on the Premises that require temporary displacement of any portion of the System, for reasons other than Force Majeure, then Purchaser shall provide Seller with reasonable prior notice (not less than six months), and at Purchaser's expense, Seller shall disassemble, store and re-assemble the affected portions of the System at a time and in a manner reasonably

calculated to accommodate such work. Storage of the System in accordance with the previous sentence shall be in a location to be designated by Purchaser, but in the sole discretion of Seller, reasonably suitable for storage of the component pieces of the System. Purchaser will reimburse Seller for all lost revenues during any period in which the Purchaser requests disruption, displacement or disassembly. Such lost revenues shall be based on the System's actual metered production averaged over the prior twelve (12) months multiplied by the sum of (a) the relevant Contract Price as specified in Section 4 of Exhibit 1 and (b) the relevant kWh rate in connection with the sale of Environmental Attributes or other incentives or rebates related to the System and any other foregone benefit (or incurred expense) related to incentives for the System. If less than twelve (12) months of historic data is available, Seller shall be entitled to reasonably estimate the amount of revenue that would have been obtained. Notwithstanding the above, the Purchaser shall have the option to terminate the contract and pay the termination values specified in Schedule 4 if the Purchaser determines in the Purchaser's sole discretion that the cost of removal, storage and reinstallation of the System is cost prohibitive. If the Purchaser terminates the Agreement under this section, and pays the termination values specified in Schedule 4, such termination shall not be deemed an event of default, and Seller will remove the System at Sellers's cost in accordance with section 11.

Temporary relocation or permanent shutdown caused by Force Majeure are controlled by Section 18.

11. Removal of System at Expiration.

Upon the expiration or earlier termination of this Agreement (provided Purchaser does not exercise its purchase option), Seller shall, at its expense, remove all of its tangible property comprising the System from the Facility on a mutually convenient date, but in no event later than ninety (90) days after the expiration of the Term. Excluding ordinary wear and tear, the Facility shall be returned to its original condition including the removal of System mounting pads or other support structures. In no case shall Seller's removal of the System affect the integrity of Purchaser's roof, which shall be as leak proof as it was prior to removal of the System and shall be flashed and/or patched to existing roof specifications. Seller shall leave the Facility in neat and clean order. If Seller fails to remove or commence substantial efforts to remove the System by such agreed upon date, Purchaser shall have the right, at its option, to remove the System to a public warehouse and restore the Facility to its original condition (other than ordinary wear and tear) at Seller's cost. Purchaser shall provide sufficient space for the temporary storage and staging of tools, materials and equipment and for the parking of construction crew vehicles and temporary construction trailers and facilities reasonably necessary during System removal.

12. Measurement.

Electricity delivered to the Facility shall be measured by the SolarGuard monitoring system installed and maintained by Seller as part of the System. If Purchaser determines that there is a discrepancy between the amount of electricity generated by the System and recorded by Seller's monitoring System versus the amount recorded by the Utility, Purchaser shall have the right to request that Seller verify the accuracy of its monitoring system. Seller shall use commercially reasonable efforts to correct any inaccuracy it detects in its monitoring system and credit or invoice, as applicable, Purchaser for any under- or over-production Seller reasonably determines occurred. Purchaser reserves the right to dispute any such Seller determination.

13. Default, Remedies and Damages.

a. Default. Any Party that fails to perform its responsibilities as listed below or experiences any of the circumstances listed below shall be deemed a "Defaulting Party" and each event of default shall be a "Default Event":

(1) failure of a Party to pay any amount due and payable under this Agreement, other than an amount that is subject to a good faith dispute, within thirty (30) days following receipt of payment default notice from the other Party delivered

in accordance with the notice procedures described in Section 22([x]) (the "**Non-Defaulting Party**") ("**Payment Default**");

(2) failure of a Party to substantially perform any other material obligation under this Agreement within thirty (30) days following receipt of written default notice delivered in accordance with the notice procedures in Section 22 from the Non-Defaulting Party demanding such cure; provided, that such thirty (30) day cure period shall be extended (but not beyond ninety (90) days) if and to the extent reasonably necessary to cure the Default Event, such extended period to be allowed if (i) the Defaulting Party initiates such cure with the thirty (30) day period and continues such cure to completion and (ii) there is no material adverse affect on the Non-Defaulting Party resulting from the failure to cure the Default Event;

(3) if any representation or warranty of a Party proves at any time to have been incorrect in any material respect when made and is material to the transactions contemplated hereby, if the effect of such incorrectness is not cured within thirty (30) days following receipt of written notice from the Non-Defaulting Party demanding such cure; or

(4) a Party, or its guarantor, becomes insolvent or is a party to a bankruptcy, reorganization, insolvency, liquidation, receivership, dissolution, winding-up or relief of debtors, or any general assignment for the benefit of creditors or other similar arrangement or any event occurs or proceedings are taken in any jurisdiction with respect to the Party which has a similar effect.

b. Specific Cure Available to Purchaser. In the event Purchaser is unable to continue to use the power generated by the System, but is otherwise fully in compliance with this Agreement, Purchaser shall have the option (provided that the Utility allows for such option) to direct that 100% of the power be exported to the Utility from the System, at Purchaser's cost, and continue to make payments to Seller for such exported power at the Contract Price, and receive whatever credit the Utility provides for such exported power.

c. Remedies.

(1) Remedies for Payment Default. If a Payment Default occurs, the Non-Defaulting Party may suspend performance of its obligations under this Agreement. Further, the Non-Defaulting Party may pursue any remedy under this Agreement, at law or in equity, including an action for damages and termination of this Agreement, upon five (5) business days prior written notice to the Defaulting Party following the Payment Default, with the express agreement that any action for damages shall be limited to the Liquidated Damages.

(2) Remedies for Other Defaults. On the occurrence of a Default Event other than a Payment Default, the Non-Defaulting Party may pursue any remedy under this Agreement, at law or in equity, including an action for damages and termination of this Agreement or suspension of performance of its obligations under this Agreement, upon five (5) business days prior written notice to the Defaulting Party following the occurrence of the Default Event. Nothing herein shall limit either Party's right to collect damages upon the occurrence of a breach or a default by the other Party that does not become a Default Event, with the express agreement any action of pre-termination damages shall be limited to $50,000. Any monetary damages under this section shall be limited to the liquidated damages specified in 13 c) (3) (A)(1), except as expressly set forth in Section 13 c) (3)(A)(2) with respect to a violation by Purchaser of the license or

easement. Pre-termination damages under this Section shall be limited to $50,000.

(3) Damages Upon Termination by Default. Upon a termination of this Agreement by the Non-Defaulting Party as a result of a Default Event by the Defaulting Party, the Defaulting Party shall pay a Termination Payment to the Non-Defaulting Party determined as follows (the "Termination Payment"):

A. (1) ) If Purchaser is the Defaulting Party and Seller terminates this Agreement, the Termination Payment shall be equal to the sum of (i) the present value (using a discount rate of 9.5%) of the positive difference, if any, between the Contract Price and the best wholesale kilowatt hour rate available for the System at the time of the Default Event, multiplied by the System's estimated annual production for the remainder of the Term, (ii) all costs reasonably incurred by Seller in re-converting its electric supply to 100% export to the Utility; and (iii) any and all other amounts previously accrued under this Agreement and then owed by Purchaser to Seller. For avoidance of doubt, Schedule 5 provides an illustration of this damage formula. The Termination Payment shall not be less than zero. Seller shall have the right to specific performance of Purchaser's obligations to allow Seller to continue to operate the System at the Facility without interference or disruption, and Purchaser shall be entitled to continue the operation of the municipal facility on the Premises without interference or disruption by the Seller. Purchaser shall be responsible for any and all fees Seller incurs in enforcing its right to such specific performance.

(2) Notwithstanding the forgoing, if the Purchaser fails to meet its obligations under the license, or the comparable provision of the easement, ) under circumstances that are not excused by Force Majeure, then the Termination Payment payable by Purchaser shall be equal to the sum of (i) reasonable compensation, on a net after tax basis assuming a tax rate of 35%, for the loss or recapture of (A) tax benefits associated with the System, (B) loss or termination of any ZREC contract associated with the System (Seller shall furnish Purchaser with a detailed calculation of such compensation if such a claim is made), (C) other direct documented costs not included in (A) and (B) , (ii) the net present value of Purchaser's projected payments, had the Term remained effective for the full Initial Term, (iii) removal costs as provided in Section 13(c)(3)(D) and (iv) any and all other amounts previously accrued under this Agreement and then owed by Purchaser to Seller.

B. Seller. If Seller is the Defaulting Party and Purchaser terminates this Agreement, the Termination Payment to Purchaser shall be equal to the sum of (i) the present value (using a discount rate of 9.5%) of the excess, if any, of the reasonably expected cost of electric energy from the Utility over the Contract Price for the reasonably expected production of the System for the remainder of the Initial Term or the then current Additional Term, as applicable; (ii) all costs reasonably incurred by Purchaser in re-converting its electric supply to service from the Utility; (iii) any removal costs incurred by Purchaser, and (iv) any and all other amounts previously accrued under this Agreement and then owed by Seller to Purchaser. The Termination Payment shall not be less than zero.

C. Obligations Following Termination. If a Non-Defaulting Party terminates this Agreement pursuant to this Section 13~~13~~ and following such termination, Seller is required to remove the System, Seller shall, at the sole cost and expense of the Defaulting Party, remove the System. The Non-Defaulting Party shall take all commercially reasonable efforts to mitigate its damages as the result of a Default Event.

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D. The Parties agree that actual damages to the Non-Defaulting Party in the event this Agreement terminates prior to the expiration of the Term as the result of a Default Event by the other Party would be difficult to ascertain, and the applicable Termination Payment described herein is a reasonable approximation of the damages suffered by the Non-Defaulting Party as a result of early termination of this Agreement.

14. Representations, Warranties and Covenants.

a. General Representations, Warranties and Covenants.

i. Each Party represents and warrants to the other the following:

(1) Such Party is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation; the execution, delivery and performance by such Party of this Agreement have been duly authorized by all necessary corporate, partnership or limited liability company action, as applicable, and do not and shall not violate any law; and this Agreement is valid obligation of such Party, enforceable against such Party in accordance with its terms (except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws now or hereafter in effect relating to creditors' rights generally).

(2) Such Party has obtained all licenses, authorizations, consents and approvals required by any Governmental Authority or other third party and necessary for such Party to own its assets, carry on its business and to execute and deliver this Agreement; and such Party is in compliance with all laws that relate to this Agreement in all material respects.

(3) All information provided by a party (the "Providing Party") to the other party (the "Receiving Party") that is necessary for the Receiving Party to perform its obligations under this Agreement is accurate in all material respects, to the best knowledge of the Providing Party.

ii. In addition to, and without limiting the Parties' other agreements under this Agreement, the Parties covenant and agree as follows:

(1) Seller shall not deposit, spill, or otherwise introduce or disturb Hazardous Substances in at the Premises. "Hazardous Substance" means any chemical, waste or other substance (a) which now or hereafter becomes defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous wastes," "restricted hazardous wastes," "toxic substances," "toxic pollutants," "pollution," "pollutants," "regulated substances," or words of similar import under any laws pertaining to the environment, health, safety or welfare, (b) which is declared to be hazardous, toxic, or polluting by any Governmental Authority, (c) exposure to which is now or hereafter prohibited, limited or regulated by any Governmental Authority, (d) the storage, use, handling,

disposal or release of which is restricted or regulated by any Governmental Authority, or (e) for which remediation or cleanup is required by any Governmental Authority.

(2) Purchaser shall not deposit, spill, or otherwise introduce or disturb Hazardous Substances in the license or easement area.

(3) Seller and Purchaser shall comply with all applicable laws in all material respects in performing its obligations under this Agreement.

b. **Purchaser's Representations, Warranties and Covenants.**

i. Purchaser represents and warrants to Seller the following:

(1) License. Purchaser has the full right, power and authority to grant the License contained in Section 8(a). Such grant of the License does not violate any law, ordinance, rule or other governmental restriction applicable to Purchaser or the Facility and is not inconsistent with and will not result in a breach or default under any agreement by which Purchaser is bound or that affects the Facility.

(2) Other Agreements. Neither the execution and delivery of this Agreement by Purchaser nor the performance by Purchaser of any of its obligations under this Agreement conflicts with or will result in a breach or default under any agreement or obligation to which Purchaser is a party or by which Purchaser or the Facility is bound.

(3) Purchaser Status. Purchaser is not a public utility or a public utility holding company and is not subject to regulation as a public utility or a public utility holding company.

(4) Hazardous Substance. To Purchaser's information and belief, there are no Hazardous Substances at the Premises or the Facility that would be disturbed or implicated by the installation, operation, maintenance, or removal of the System.

ii. In addition to, and without limiting Purchaser's other agreements under this Agreement, Purchaser covenants and agrees as follows:

(1) Notice of Damage or Emergency. Purchaser shall (x) promptly notify Seller as it becomes aware of any damage to or loss of the use of the System that could reasonably be expected to adversely affect the System; promptly notify Seller as it becomes aware of any event or circumstance that poses an imminent risk to human health, the environment, the System, or the Premises.

(2) Liens. Purchaser shall not directly or indirectly cause, create, incur, assume or suffer to exist any liens on or with respect to the System or any interest therein. If Purchaser breaches its obligations under this Section, it shall immediately notify Seller in writing, shall promptly cause such lien to be discharged and released of record without cost to Seller, and shall indemnify Seller against all costs and expenses incurred in discharging and releasing such lien.

(3) Consents and Approvals. Purchaser shall ensure that any authorizations described below that are required of Purchaser are provided in a timely manner. To the extent that only Purchaser is authorized to request, obtain or issue any

necessary approvals, permits, or rebates or other financial incentives, Purchaser shall execute any document or application prepared by Seller that is reasonably necessary to obtain such approvals, permits, or rebates or other financial incentives.

(4) Meter. Purchaser shall maintain an active, metered account with the Utility at the Facility. This obligation shall survive any early termination of this Agreement.

(5) No Undue Interference. Purchaser shall not interfere with or hinder the System's construction, operation or maintenance in any material fashion except as expressly allowed under this Agreement.

15. Insurance.

a. Intentionally Omitted.

b. Insurance Coverage. At all times during the Term, Seller shall maintain the following insurance:

i. Seller's Insurance. Seller shall maintain (i) property all risk replacement insurance on the System for the replacement cost thereof, (ii) commercial general liability insurance with coverage of at least $1,000,000 per occurrence and $2,000,000 annual aggregate (total limits required may be satisfied with an umbrella or excess policy), (iii) Excess or Umbrella Insurance with a minimum limit of $8M (iv) employer's liability insurance with coverage of at least $1,000,000, (v).worker's compensation insurance as required by law, and (vi) Purchaser shall be named as an additional insured on the commercial general liability policy and the umbrella policy.

ii. Certificates. Within thirty (30) days after execution of this Agreement and upon the Purchaser's request and annually thereafter, Seller shall deliver the Purchaser certificates of insurance evidencing the above required coverage. Purchaser's receipt, review or acceptance of such certificate shall in no way limit or relieve the other Seller of the duties and responsibilities to maintain insurance as set forth in this Agreement.

c. Deductibles. Unless and to the extent that a claim is covered by an indemnity set forth in this Agreement, Seller shall be responsible for the payment of its own deductibles.

16. Ownership; Option to Purchase.

a. Ownership of System. Throughout the Term, Seller shall be the legal and beneficial owner of the System at all times, including all Environmental Attributes, and the System shall remain the personal property of Seller and shall not attach to or be deemed a part of, or fixture to, the Facility or the Premises. Each of the Seller and Purchaser agree that the Seller is the tax owner of the System and all tax filings and reports will be filed in a manner consistent with this Agreement. The System shall at all times retain the legal status of personal property as defined under Article 9 of the Uniform Commercial Code. Purchaser covenants that it will use commercially reasonable efforts to place all parties having an interest in or a mortgage, pledge, lien, charge, security interest, encumbrance or other claim of any nature on the Facility or the Premises on notice of the ownership of the System and the legal status or classification of the System as personal property. If there is any mortgage or fixture filing against the Premises which could reasonably be construed as prospectively attaching to the System as a fixture of the Premises, Purchaser shall at Seller's request execute a reasonably required disclaimer or release from such lienholder, which disclaimer or release is prepared by the Seller. If Purchaser is the fee owner of the Premises, Purchaser consents to the filing of a disclaimer of the System as a fixture of the Premises in the office where real estate records are customarily filed in the jurisdiction where the Facility is located. If Purchaser is not the fee owner, Purchaser will obtain such consent from such owner.

b. Option to Purchase. At the end of the sixth (6th), tenth (10th) and fifteenth (15th) Contract Years and at the end of the Initial Term and each Additional Term, so long as Purchaser is not in default under this Agreement, Purchaser may purchase the System from Seller on any such date for a purchase price equal to (i) with respect to an option exercised at the end of the sixth (6th), tenth (10th), or fifteenth (15th) Contract Years the *greater* of (A) the amount set forth at such time in the Purchase Option Price schedule in Exhibit 1, and (B) the Fair Market Value of the System, and (ii) with respect to an option exercised at the end of the Term or an Additional Term, the Fair Market Value of the System. The "Fair Market Value" of the System shall be determined by mutual agreement of Purchaser and Seller, provided, however, if Purchaser and Seller cannot agree to a Fair Market Value within thirty (30) days after Purchaser has exercised its option, the Parties shall select a nationally recognized independent appraiser with experience and expertise in the solar photovoltaic industry to determine the Fair Market Value of the System. Such appraiser shall act reasonably and in good faith to determine the Fair Market Value of the System on an installed basis and shall set forth such determination in a written opinion delivered to the Parties. The valuation made by the appraiser shall be binding upon the Parties in the absence of fraud or manifest error. The costs of the appraisal shall be borne by the Parties equally. Purchaser must provide a notification to Seller of its intent to purchase at least ninety (90) days and not more than one hundred eighty (180) days prior to the end of the applicable Contract Year or the Initial Term or Additional Term, as applicable, and the purchase shall be complete prior to the end of the applicable Contract Year or the Initial Term or Additional Term, as applicable. Upon purchase of the System, Purchaser will assume complete responsibility for the operation and maintenance of the System and liability for the performance of the System, and Seller shall have no further liabilities or obligations hereunder.

17. Indemnification and Limitations of Liability.

a. General. Each Party (the "Indemnifying Party"), to the extent allowed under law, shall defend, indemnify and hold harmless the other Party and the directors, officers, shareholders, partners, members, agents and employees of such other Party, and the respective affiliates of each thereof (collectively, the "Indemnified Parties"), from and against all loss, damage, expense, liability and other claims, including court costs and reasonable attorneys' fees (collectively, "Liabilities") resulting from any third party actions relating to the breach of any representation, warranty or covenant set forth in Section 14 and from any injury to or death of persons, and damage to or loss of property to the extent caused by or arising out of the negligent acts or omissions of, or the willful misconduct of, the Indemnifying Party (or its contractors, agents or employees) in connection with this Agreement; provided, however, that nothing herein shall require the

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Indemnifying Party to indemnify the Indemnified Party for any Liabilities to the extent caused by or arising out of the negligent acts or omissions of, or the willful misconduct of, the Indemnified Party.

b. Notice and Participation in Third Party Claims. The Indemnified Party shall give the Indemnifying Party written notice with respect to any Liability asserted by a third party (a "Claim"), as soon as possible upon the receipt of information of any possible Claim or of the commencement of such Claim. The Indemnifying Party may assume the defense of any Claim, at its sole cost and expense, with counsel designated by the Indemnifying Party and reasonably satisfactory to the Indemnified Party. The Indemnified Party may, however, select separate counsel if both Parties are defendants in the Claim and such defense or other form of participation is not reasonably available to the Indemnifying Party. The Indemnifying Party shall pay the reasonable attorneys' fees incurred by such separate counsel until such time as the need for separate counsel expires. The Indemnified Party may also, at the sole cost and expense of the Indemnifying Party, assume the defense of any Claim if the Indemnifying Party fails to assume the defense of the Claim within a reasonable time. Neither Party shall settle any Claim covered by this Section 17(b) unless it has obtained the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. The Indemnifying Party shall have no liability under this Section 17(b) for any Claim for which such notice is not provided if that the failure to give notice prejudices the Indemnifying Party.

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c. Intentionally Omitted.

d. Limitations on Liability.

No Consequential Damages. Neither Party nor its directors, officers, shareholders, partners, members, agents and employees subcontractors or suppliers shall be liable to the other for any indirect, special, incidental, exemplary, or consequential loss or damage of any nature arising out of a Party's performance or non-performance hereunder even if the other Party has been advised of the possibility thereof. Both Parties expressly agree that each Party's liability to the other hereunder shall be limited to the liquidated termination damages and pre-termination damages described in Section 13.

18. Force Majeure.

a. "Force Majeure" means any event or circumstances beyond the reasonable control of and without the fault or negligence of the Party claiming Force Majeure. It shall include, without limitation, failure or interruption of the production, delivery or acceptance of electricity due to: an act of god; war (declared or undeclared); sabotage; riot; insurrection; civil unrest or disturbance; military or guerilla action; terrorism; economic sanction or embargo; civil strike, work stoppage, slow-down, or lock-out; explosion; fire; earthquake; abnormal weather condition or actions of the elements; hurricane; flood; lightning; wind; drought;, the binding order of any Governmental Authority (provided that such order has been resisted in good faith by all reasonable legal means); the failure to act on the part of any Governmental Authority (provided that such action has been timely requested and diligently pursued); unavailability of electricity from the utility grid, equipment, supplies or products (but not to the extent that any such availability of any of the foregoing results from the failure of the Party claiming Force Majeure to have exercised reasonable diligence); and failure of equipment not utilized by or under the control of the Party claiming Force Majeure.

b. Except as otherwise expressly provided to the contrary in this Agreement, if either Party is rendered wholly or partly unable to timely perform its obligations under this Agreement because of a Force Majeure event, that Party shall be excused from the performance affected by the Force Majeure event (but only to the extent so affected) and the time for performing such excused obligations shall be extended as reasonably necessary; provided, that: (i) the Party affected by such Force Majeure event, as soon as reasonably practicable after obtaining knowledge of the occurrence of the claimed Force Majeure event, gives the other Party prompt oral notice, followed

by a written notice reasonably describing the event; (ii) the suspension of or extension of time for performance is of no greater scope and of no longer duration than is required by the Force Majeure event; and (iii) the Party affected by such Force Majeure event uses all reasonable efforts to mitigate or remedy its inability to perform as soon as reasonably possible. The Term shall be extended day for day for each day performance is suspended due to a Force Majeure event. For the avoidance of doubt, if Purchaser losses access to the Premises as a result of or due to a Force Majeure event, then Purchaser's obligation to provide access to Seller shall be excused as described hereunder.

c. Notwithstanding anything herein to the contrary, the obligation to make any payment due or that becomes due during the Force Majeure event under this Agreement shall not be excused by a Force Majeure event.

d. If a Force Majeure event continues for a period of one hundred (180) days or more within a twelve (12) month period and prevents a material part of the performance by a Party hereunder, then either Party shall have the right to terminate this Agreement without fault or further liability to either Party (except for amounts accrued but unpaid).

19. Assignment and Financing.

a. Assignment. This Agreement may not be assigned in whole or in part by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, Seller may, without the prior written consent of Purchaser, (i) assign, mortgage, pledge or otherwise collaterally assign its interests in this Agreement to any Financing Party, (ii) directly or indirectly assign this Agreement to an affiliate of Seller, (iii) assign this Agreement to any entity through which Seller is obtaining financing or capital for the System and (iv) assign this Agreement to any person succeeding to all or substantially all of the assets of Seller (provided that Seller shall be released from liability hereunder as a result of any of the foregoing permitted assignments only upon assumption of Seller's obligations hereunder by the assignee). Purchaser's consent to any other assignment shall not be unreasonably withheld if Purchaser has been provided with reasonable proof that the proposed assignee (x) has comparable experience in operating and maintaining photovoltaic solar systems comparable to the System and providing services comparable to those contemplated by this Agreement and (y) has the financial capability to maintain the System and provide the services contemplated by this Agreement in the manner required by this Agreement This Agreement shall be binding on and inure to the benefit of the successors and permitted assignees.

b. Financing. The Parties acknowledge that Seller may obtain construction and long-term financing or other credit support from lenders or third parties ("Financing Parties") in connection with the installation, construction, ownership, operation and maintenance of the System. Both Parties agree in good faith to consider and to negotiate changes or additions to this Agreement that may be reasonably requested by the Financing Parties; provided, that such changes do not alter the fundamental economic terms of this Agreement. The Parties also agree that Seller may assign this Agreement to the Financing Parties as collateral, and in connection with any such assignment, Purchaser agrees to execute a consent to assignment in customary form and reasonably acceptable to the Financing Parties.

20. Confidentiality; Goodwill and Publicity. **Notwithstanding any other provision of this Agreement, both parties expressly acknowledge that this Agreement once executed will be deemed a public record and as such will not be considered Confidential Information, and will be released to any requesting person without notice to any party.** The Parties shall coordinate and cooperate with each other when making public announcements related to the execution and existence of this Agreement. Such cooperation shall include reasonable efforts to exclude specific references to the Contract Price in any Purchaser sanctioned or Provider sanctioned press releases. Goodwill and Publicity. Neither Party shall use the name, trade name, service mark, or trademark of the other Party in any promotional or advertising material without the prior written consent of such other Party. The Parties shall coordinate and cooperate

with each other when making public announcements related to the execution and existence of this Agreement.

21. **General Provisions**

**Governing Law; Dispute Resolution.** This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Connecticut, without reference to any choice of law principles. Any dispute arising from or relating to this Agreement shall be arbitrated in Connecticut. The arbitration shall be administered by JAMS in accordance with its Comprehensive Arbitration Rules and Procedures, and judgment on any award may be entered in any court of competent jurisdiction. If the Parties agree, a mediator may be consulted prior to arbitration. Each party shall bear its own costs and expenses, including attorneys' fees, with respect to any arbitration

a. Notices. All notices under this Agreement shall be in writing and shall be by personal delivery, facsimile transmission, electronic mail, overnight courier, or regular, certified, or registered mail, return receipt requested, and deemed received upon personal delivery, acknowledgment of receipt of electronic transmission, the promised delivery date after deposit with overnight courier, or five (5) days after deposit in the mail. Notwithstanding the forgoing, in the event of an emergency where Purchaser must access the Facility, Seller may notify Purchaser of such entry by telephone, email, text, or any other means reasonable under the circumstances of such emergency. Notices shall be sent to the person identified in this Agreement at the addresses set forth below or such other address as either party may specify in writing. Each party shall deem a document faxed, emailed or electronically sent in PDF form to it as an original document. Default notices shall be sent by certified mail return receipt requested.

i. Legal and or Default notices to Purchaser

ii. Routine invoices to Purchaser

iii. Legal notices to Seller

iv. Invoice Inquires to Seller

Comment [A3]: Town to insert address

Comment [A4]: Town to insert address

b. Survival. Provisions of this Agreement that should reasonably be considered to survive termination of this Agreement shall survive. For the avoidance of doubt, surviving provisions shall include, without limitation, Section 14 (Representations and Warranties), Section 7(g) (No Warranty), Section 1515(b) (Insurance Coverage), Section 1717 (Indemnification and Limits of Liability), Section Error! Reference source not found.20 (Confidentiality and Publicity), Section 21(Error! Reference source not found.e) (Choice of Law), Section 21(b) (Notices), Section 21(g) (Non-Dedication of Facilities), Section 21(h) (Service Contract), Section 21(i) (No Partnership) Section 21(j) (Full Agreement, Modification, Invalidity, Counterparts, Captions) and Section 21(l) (No Third Party Beneficiaries).

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c. Municipal Cooperation. Any references to cooperation by the Purchaser in this Agreement shall be limited to Commercially Reasonable Cooperation, which, unless otherwise expressly stated, shall be defined to include only the following actions: A) execution of documents prepared by the Seller and reasonably requested by Seller to further the intent of this Agreement; B) providing information regarding insurance coverages that exist on each facility

d. Right of Waiver. Each Party, in its sole discretion, shall have the right to waive, defer or reduce any of the requirements to which the other Party is subject under this Agreement at any time; provided, however that neither Party shall be deemed to have waived, deferred or reduced any such requirements unless such action is in writing and signed by the waiving Party. No waiver

will be implied by any usage of trade, course of dealing or course of performance. A Party's exercise of any rights hereunder shall apply only to such requirements and on such occasions as such Party may specify and shall in no event relieve the other Party of any requirements or other obligations not so specified. No failure of either Party to enforce any term of this Agreement will be deemed to be a waiver. No exercise of any right or remedy under this Agreement by Purchaser or Seller shall constitute a waiver of any other right or remedy contained or provided by law. Any delay or failure of a Party to exercise, or any partial exercise of, its rights and remedies under this Agreement shall not operate to limit or otherwise affect such rights or remedies. Any waiver of performance under this Agreement shall be limited to the specific performance waived and shall not, unless otherwise expressly stated in writing, constitute a continuous waiver or a waiver of future performance.

e. Non-Dedication of Facilities. Nothing herein shall be construed as the dedication by either Party of its facilities or equipment to the public or any part thereof. Neither Party shall knowingly take any action that would subject the other Party, or other Party's facilities or equipment, to the jurisdiction of any Governmental Authority as a public utility or similar entity. Neither Party shall assert in any proceeding before a court or regulatory body that the other Party is a public utility by virtue of such other Party's performance under this agreement. If Seller is reasonably likely to become subject to regulation as a public utility, then the Parties shall use all reasonable efforts to restructure their relationship under this Agreement in a manner that preserves their relative economic interests while ensuring that Seller does not become subject to any such regulation. If the Parties are unable to agree upon such restructuring, Seller shall have the right to terminate this Agreement without further liability, and Seller shall remove the System in accordance with Section 11 of this Agreement.

f. Estoppel. Either Party hereto, without charge, at any time and from time to time, within ten (10) business days after receipt of a written request by the other party hereto, shall deliver a written instrument, which if to be provided by Purchaser shall be initially drafted by the Seller, duly executed, certifying to such requesting party, or any other person specified by such requesting Party: (i) that this Agreement is unmodified and in full force and effect, or if there has been any modification, that the same is in full force and effect as so modified, and identifying any such modification; (ii) whether or not to the knowledge of any such party there are then existing any offsets or defenses in favor of such party against enforcement of any of the terms, covenants and conditions of this Agreement and, if so, specifying the same and also whether or not to the knowledge of such party the other party has observed and performed all of the terms, covenants and conditions on its part to be observed and performed, and if not, specifying the same; and (iii) such other information as may be reasonably requested by the requesting Party. Any written instrument given hereunder may be relied upon by the recipient of such instrument, except to the extent the recipient has actual knowledge of facts contained in the certificate. Seller will reimburse Purchaser for any costs of complying with this provision.

g. Service Contract. The Parties intend this Agreement to be a "service contract" within the meaning of Section 7701(e)(3) of the Internal Revenue Code of 1986. Purchaser will not take the position on any tax return or in any other filings suggesting that it is anything other than a purchase of electricity from the System.

h. No Partnership. No provision of this Agreement shall be construed or represented as creating a partnership, trust, joint venture, fiduciary or any similar relationship between the Parties. No Party is authorized to act on behalf of the other Party, and neither shall be considered the agent of the other.

i. Full Agreement, Modification, Invalidity, Counterparts, Captions. This Agreement, together with any Exhibits, completely and exclusively states the agreement of the parties regarding its subject matter and supersedes all prior proposals, agreements, or other communications between the parties, oral or written, regarding its subject matter. This Agreement may be modified only by a writing signed by both Parties. If any provision of this Agreement is found unenforceable or

invalid, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole. In such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law. This Agreement may be executed in any number of separate counterparts and each counterpart shall be considered an original and together shall comprise the same Agreement. The captions or headings in this Agreement are strictly for convenience and shall not be considered in interpreting this Agreement.

j. Forward Contract. The transaction contemplated under this Agreement constitutes a "forward contract" within the meaning of the United States Bankruptcy Code, and the Parties further acknowledge and agree that each Party is a "forward contract merchant" within the meaning of the United States Bankruptcy Code.

k. No Third Party Beneficiaries. Except as otherwise expressly provided herein, this Agreement and all rights hereunder are intended for the sole benefit of the Parties hereto and shall not imply or create any rights on the part of, or obligations to, any other Person.

l. Bonds.

i. PERFORMANCE AND PAYMENT BONDS: To ensure the construction of the System in conformity with the specifications provided the Seller will be required to give at Seller's expense surety company performance and payment bonds, each for the full amount of the construction costs, no later than the date on which Seller commences Installation Work. Said bond(s) will be held by the Purchaser and be written by a company authorized to write business in the State of Connecticut and subject to approval by the Purchaser, such approval not to be unreasonably withheld, conditioned or delayed.

ii. **Any payment bonds issued shall not lapse until seller has provided proof that all contractors and subcontractors who worked on construction of the system have been paid in full.**

iii.

iv. "Installation Work" means the permitting, construction and installation of the System and the start-up, testing and acceptance (but not the operation and maintenance) thereof, all performed by or for Provider at the Premises.

v. Notwithstanding anything to the contrary in this Agreement and solely to the extent a performance and/or payment bond is being issued to Purchaser:

i. *Performance bond liability.* Any performance bond issued for a site or system will cease one (1) year from the completion of construction. If a warranty or guarantee is provided under the terms of this Agreement, the balance of any warranty or guarantee beyond one year term of the applicable performance bond shall continue to be guaranteed solely by Seller under the terms of this Agreement. The performance bond does not guarantee any property restorative requirements.

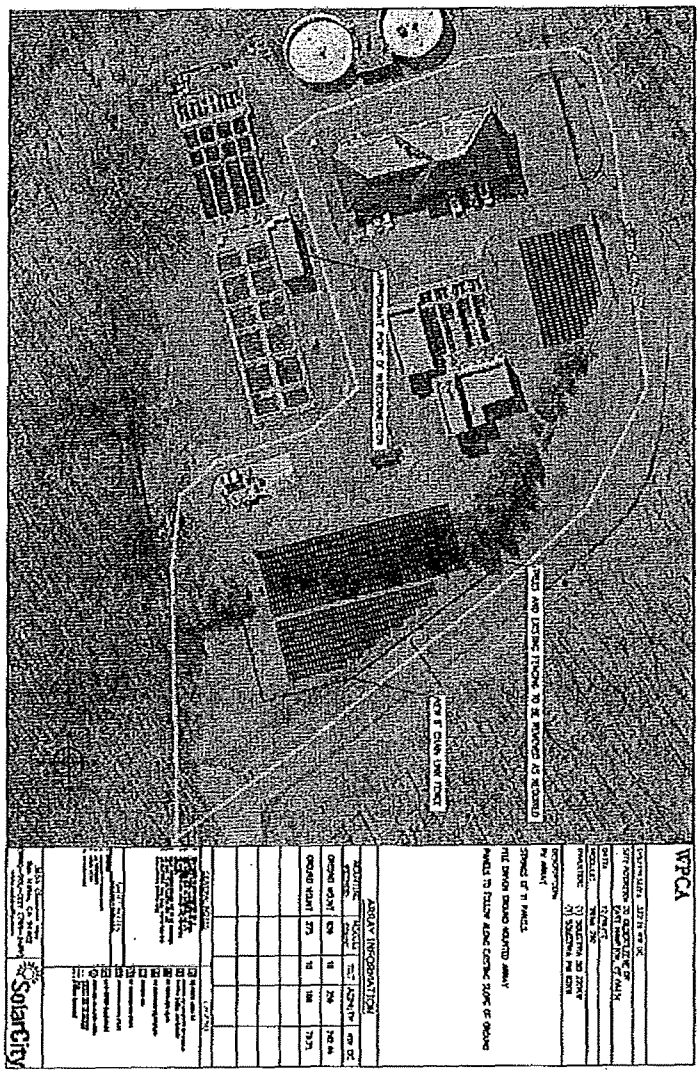
ii. *Payment bond liability.* Any payment bond issued will cease at the termination of any time required by law.

iii. *Performance Guarantee.* Neither payment bonds, whether for labor or materials, nor performance bonds are applicable to any specified performance guarantee.

*End of Exhibit 5*

**Schedule 1**

**Description and Layout of Proposed Solar Array**



**Schedule 2**

**Estimated Annual Production (the "Expected Output") (To be completed for each facility in each community as per proposal)**

| Year | Estimated Production |
|---|---|
| 1 | 367,022 |
| 2 | 365,187 |
| 3 | 363,361 |
| 4 | 361,544 |
| 5 | 359,736 |
| 6 | 357,938 |
| 7 | 356,148 |
| 8 | 354,367 |
| 9 | 352,595 |
| 10 | 350,833 |
| 11 | 349,078 |
| 12 | 347,333 |
| 13 | 345,596 |
| 14 | 343,868 |
| 15 | 342,149 |
| 16 | 340,438 |
| 17 | 338,736 |
| 18 | 337,042 |
| 19 | 335,357 |
| 20 | 333,680 |

**Schedule 3**

**Development Schedule**

Provider agrees to use commercially reasonable efforts to meet the deadlines described below for all projects listed in Schedule 1:

| Milestone | Date |
|---|---|
| Execute Power Purchase Agreement | Mar-13 |
| Secure award of ZREC contract | May-13 |
| Execute ZREC contract with CL&P | Jul-13 |
| Secure Financing Commitment | Aug-13 |
| Complete Designs/Engineering | Nov-13 |
| Submit & Obtain AHJ Approvals | Dec-13 |
| Submit & Execute Interconnection Agreement with CL&P | Jan-14 |
| Begin Construction | May-14 |
| Complete Construction | Aug-14 |
| AHJ Inspections | Sep-14 |
| CL&P Inspections | Sep-14 |
| Permission to Operate | Oct-14 |

The dates in the above schedule are outside dates. Provider agrees to negotiate in good faith a construction protocol with the Purchaser, and to expedite the above construction timeframes if mutually agreeable to both parties. The parties expect that this will be a simple side letter relating to the schedule and procedures designed to minimize disruption to the municipal activities on site.

Schedule 4

Termination Values to be used at the Option of the Purchaser in accordance with the provisions of Section 10 B.

| Contract Year | Termination Value |
|---|---|
| 1 | $1,362,025.08 |
| 2 | $1,199,798.99 |
| 3 | $987,449.19 |
| 4 | $817,559.00 |
| 5 | $672,617.49 |
| 6 | $524,425.10 |
| 7 | $472,227.67 |
| 8 | $439,631.65 |
| 9 | $405,531.53 |
| 10 | $369,850.71 |
| 11 | $332,508.76 |
| 12 | $293,421.22 |
| 13 | $252,499.44 |
| 14 | $209,650.32 |
| 15 | $164,776.10 |
| 16 | $117,774.15 |
| 17 | $107,341.63 |
| 18 | $96,306.70 |
| 19 | $84,638.84 |
| 20 | $72,305.99 |

**Schedule 5**

Illustration of Damage Formula For a Default under section 13 e) 3) A) I)

Assume Contract Price = 5 cents per kwh
Assume best wholesale price = 4 cents per kwh
Assume default occurs in with 12 months remaining in the term of the contract
Assume estimated annual production in year 20 is 300,000 kwh
Assume cost of reconverting to 100% export is $0
Assume outstanding balance due for electricity supplied prior to termination is $2,500

Liquidated damage amount would be:

($.05/kwh - $.04/kwh) x 300,000 kwh = $3,000 plus balance due of $2,500 = $5,500

# Town of Colchester Employee Hiring and Dismissal Policy

## 1.0 Purpose

1.1 **The Town of Colchester Charter, Article IV The Board of Selectmen, § C-402, C.** The appointment and dismissal of all Town employees shall be administered by the Board of Selectmen, but the Board of Selectmen may delegate such authority as is deemed necessary for the sound administration of Town government."

1.2 **The Town of Colchester Charter, Article XIII Town Employees** and **Appointed Officials, § C-1301** The appointment and dismissal of all Town employees, except those who are elected or are under the jurisdiction of the Board of Police Commissioners, shall be made by the Board of Selectmen, but the Board of Selectmen may delegate such authority as is deemed necessary for the sound administration of Town government. All appointments shall be made on the basis of merit and after examination of qualifications. The Board of Selectmen shall neither appoint nor dismiss Town employees associated with fire protection services except as recommended by the Fire Chief. Before the appointment or dismissal of any Town employee, the Board of Selectmen shall consult with the board, department or individual to whom the services of such employee are to be or have been rendered."

1.3 The purpose of this policy is to specify the Board of Selectmen's delegatton of authority for the hiring and dismissal of Town employees and joint Town/Board of Education (BOE) employees as it pertains to the language of the Town of Colchester charter noted in sections 1.1 and 1.2 of this policy.

## 2.0 Town Employee Hiring and Dismissal

2.1 The First Selectman shall hire and dismiss employees of the town, except employees whose employment is otherwise provided by law, and except department heads (Appendix A).

2.2 The Board of Selectmen shall be given notice of all full-time and part-time employees who are hired or dismissed by the First Selectman prior to the next Board of Selectmen meeting immediately following the hiring or dismissal. This notification requirement to the Board of Selectmen shall not apply to per-diem or temporary/seasonal employee hiring or dismissal actions.

2.3 At either of its next two meetings following such hiring or dismissal notification to an employee, the Board of Selectmen, by a majority vote, may request a review of the decision to hire or dismiss ~~and following such review confirm or modify such decision~~.

2.4 The authority to hire and dismiss department heads and employees whose employment is otherwise provided by law rests solely with the Board of Selectmen.

## 3.0 Joint Town/Board of Education Employee Hiring and Dismissal

3.1 Joint Town/Board of Education employees, including department heads serving as joint employees, maybe hired or dismissed following the approval of the Board of Selectmen and Board of Education by majority vote or its designee. The Chief Financial Officer's hiring and dismissal shall be processed per the Town of Colchester Charter.

## 4.0 Personnel Hiring Process

### *4.1 Purpose and Intent.*

*This policy is adopted to codify the intent of the Board of Selectmen that hiring practices be consistent to insure interested and qualified candidates are afforded the opportunity to seek positions with the Town of Colchester. ~~The objective of this policy is to provide guidance to managers and staff on the process which the town will follow when hiring is initiated by the First Selectman for new or vacant positions~~.*

### *4.2 Pre-search activities.*

1. *When the need to fill a vacant or new position in a town department is recognized and the position is authorized and funded, the First Selectman shall meet with the appropriate manager(s) and/or Department Head(s) who will supervise the candidate hired through this process.*

2. *The First Selectman and Department Manager(s) or Supervisor(s) will confer on the nature and duties of the position to determine if changes in hours, responsibilities, or classification of the position being considered are appropriate and in the best interest of the Town.*

3. *Should such adjustments to the position be ~~determined by the First Selectman to be~~ needed, ~~the hiring process will be suspended until~~ approval of revised job descriptions, compliance with ~~union~~ Collective Bargaining agreement(s) and approval of financial ~~impacts~~ adjustments are obtained from the Board of Selectmen and/or the Board of Finance ~~(if required by funding adjustments) and Memoranda of Understanding have been agreed to in accordance with appropriate Collective Bargaining Agreements~~ will be in place prior to posting.*

4. *The First Selectman and/or Department Head(s) or Manager(s) who will evaluate candidate qualifications shall develop a method by which they will consider all applications. This method may include but is not limited to:*
   a. *Rating Matrix for Interview based on Job Description Duties and experience*
   b. *Interview panel*
   c. *Skills Testing (Proficiency in software and/or customary systems or equipment normally used in the position)*

   d. *Other means deemed appropriate.*

### 4.3 Search Process

1. *For Department Heads, the First Selectman shall present a selection process to the Board of Selectmen for approval and shall be responsible for carrying out that process. ~~The final~~ Up to three final candidates being considered for appointment to a Department Head level position shall be interviewed by the full Board of Selectmen. ~~and~~ The final decision on hiring shall rest with the Board of Selectmen.*

2. ~~For~~ Positions to be filled ~~which are subject to advance consideration of personnel in a bargaining unit the Department Head or Manager for position being sought or the First Selectman~~ will be posted ~~details of the intention to fill this position~~ as required ~~in~~ by policy or any applicable collective bargaining agreement.
3. Upon completion of ~~Collective Bargaining time specifications as mentioned in U2 above~~ the internal posting requirement, the Position shall be ~~announced~~ posted on the Town Web Site ~~and Posted~~ in a public place at Town Hall. The ~~Announcement~~ notice shall indicate ~~the title of the position and~~ a brief description of the job duties. The announcement shall provide information on how to obtain the full Job Description, ~~and~~ an application and ~~shall include the date after which applications for the position will not be considered~~ a description of the hiring process. Applications normally will be submitted to the Office of the First Selectman who acts as the Human Resource office for the Town
4. All open positions shall be publicly posted ~~and applications accepted~~ for ~~a minimum period of~~ two weeks (14 Days). Applications will be accepted up to one week (7 days) after the close of the posting period. ~~In a case that the need to Till the position is urgent a request to shorten the application period shall be forwarded to the First Selectman for presentation to the full Board of Selectmen at its' next regular meeting.~~ Upon request of the First Selectman and approval of the Board of Selectmen, the posting period may be ~~reduced~~ modified.
5. ~~Upon completion of the search process~~ All applications received shall be sent to the First Selectman and Department Manager(s) who will be supervising the eventual candidate hired.
6. The First Selectman, or, if delegated by the First Selectman, the Department Manager(s)~~,~~ shall conduct the Selection and Evaluation process as outlined in 4.4 below.

4.4 Candidate Selection and Evaluation Process

1. The First Selectman's advice and consent shall be sought by Department Managers in developing this process in cases where the responsibility has been delegated to that level.
2. The Selection and Evaluation Process may be developed in Steps and allow short listing of applicants.
3. At the completion of the Selection and Evaluation process, the Manager(s) shall prepare a written recommendation for the hiring of the selected candidate and forward to the First Selectman.
4. The First Selectman is the formal hiring authority and may interview the candidate(s).
5. Should the First Selectman find reason to disagree with the recommendation of the Department Head or Managers, s/he shall meet with the manager(s) to discuss his/her evaluation. The final decision for hiring shall be made by the First Selectman (subject to further review by the Board of Selectmen as noted in Sections 2.2 and 2.3 above).