

Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

Mary Bylone, First Selectman

Board of Selectman Agenda

Meeting via Zoom

Thursday, September 2, 2021 @ 7 PM

(ALL ITEMS ON THIS AGENDA ARE SUBJECT TO POSSIBLE ACTION)

Please use the link below to join the webinar:

<https://us02web.zoom.us/j/84538312666?pwd=Skp1RHFyMFhqYktEMjd5L2QwKzVGUT09>

Or Telephone:

US: +1 929 205 6099 or +1 301 715 8592 or +1 312 626 6799 or +1 669 900 6833

or +1 253 215 8782 or +1 346 248 7799

Webinar ID: 845 3831 2666

Passcode: 539062

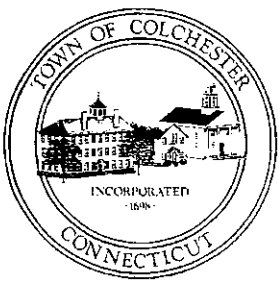
1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ADDITIONS OR DELETIONS TO THE AGENDA
4. CITIZEN'S COMMENTS
5. CORRESPONDENCE: ATTACHED
6. CONSENT AGENDA
 - A. Approve Minutes of the August 19 Board of Selectmen Meeting
 - B. Approve the Minutes of the August 24 Board of Selectmen Special Meeting
 - C. Reappointment of Eleanor Phillips to the TVCCA for a Term to Expire 3/2/2022
 - D. Approve the 2021-2023 grant application for the CT Department of Children and Families Youth Service Bureau Grant program in the amount of \$17,918 (FY21) and Enhancement Grant for \$8,537 (FY21)
7. CIPA Filter Policy
8. Affordable Housing Plan Grant Technical Assistance Program
9. Drug Testing Policy
10. CITIZEN'S COMMENTS
11. FIRST SELECTMAN'S REPORT
12. LIAISON REPORTS
13. ADJOURN

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Mary Bylone

Requested by	What is requested	Date requested/received	Date Acknowledged	Date Fulfilled
Andreas Bisbikos	I am requesting any and all correspondence between First Selectman Mary Blyone and Deanna Bouchard related to the "First Selectman's Office Town of Colchester" Facebook page in regard to the public post on August 8th, 2021.	8/24/2021	8/25/2021	
Deanna Bouchard	Any and all correspondence (written or in any electronic format) received by the Colchester Town Hall, Office of the First Selectman, First Selectman Mary Blyone or any other Employee or Board member pertaining to the legal advice, opinion or guidance in regards to raises of Elected Officials or Employees commencing prior to the approval of the Town Budget at referendum.	8/26/2021	8/27/2021	
Julie Karron	to review the voter registration forms and/or applications by specific residents for the purpose of Investigation by Speekin Forensics, LLC including the <u>review and comparison of signatures on the records</u> for expert handwriting analysis in conjunction with a lawsuit filed in the United States Bankruptcy Court for the District of Delaware. Specifically, you are seeking	8/27/2021	8/30/2021	

	the signatures of Carl E Adams and Michael McGowan.			
Mike Riley	the entire voting list of registered voters as of November 3, 2020, the entire list of newly registered voters as of July 1, 2020, registration date range 7/1/2020-11/3/2020, the entire list of EDR's (Election Day Registration) for November 3, 2020, the entire voter history of all registered voters who voted in the November 3, 2020 election and a copy of the most recent Duplicated Voter list sent by the Secretary of the State.	8/30/2021	8/30/2021	

August 2021 FOI Requests



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

Mary Bylone, First Selectman

Board of Selectman Minutes

Meeting via Zoom

Thursday, August 19, 2021 @ 7 PM

Members Present: First Selectman Mary Bylone, Selectmen Rosemary Coyle, Denise Turner, Denise Mizla and Taras Rudko

Others Present: Deanna Bouchard, Matt Bordeaux, Gayle Furman, Craig Scheel, Robbie Avery

1. CALL TO ORDER: FS called the meeting to order at 7 p.m.
2. PLEDGE OF ALLEGIANCE
3. ADDITIONS OR DELETIONS TO THE AGENDA: D. Mizla motioned to have the minutes removed from the Consent Agenda and moved to item 6.1, seconded by R. Coyle. MOTION CARRIED UNANIMOUSLY
4. CITIZEN'S COMMENTS: Deanna Bouchard expressed concern about the part time Planning and Zoning position.
5. CORRESPONDENCE: ATTACHED
6. CONSENT AGENDA
 - A. Reappointment of Gregg LePage as member to the Sewer and Water Commission for a term to expire 10/1/2024
 - B. Reappointment of Robert Peter as member to the Sewer and Water Commission for a term to expire 10/1/2021
 - C. Reappointment of Heide Perham as member to the Economic Development Commission for a term to expire 10/31/2026
 - D. Tax Abatements: R. Coyle motioned to approve the remainder of the Consent Agenda, seconded by D. Turner. MOTION CARRIED UNANIMOUSLY
- 6.1 Approve the minutes of the August 5 Board of Selectmen: D. Turner motioned to approve the minutes of the August 5 meeting, seconded by R. Coyle. MOTION CARRIED 4-1 with D. Mizla abstaining.
7. Authorization of Professional Services for Town Green Bus Shelter: D. Turner motioned to authorize the First Selectman to sign all necessary documents related to the Proposal for Professional Services; Town Green Bus Shelter dated August 9, 2021, from Brewster Architects for architectural and engineering services for the proposed Bus Shelter located on the Town Green, seconded by T. Rudko. MOTION CARRIED UNANIMOUSLY
8. Application for Permitium Online Vital Request System: R. Coyle motioned to authorize the First Selectman and Town Clerk to sign the contract with Permitium noting that there is a conveyance fee of \$4 charged by

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Mary Bylone
First Selectman

Permitium and a \$1 fee charged by the Town of Colchester to cover postage, seconded by D. Mizla.

MOTION CARRIED UNANIMOUSLY

9. Mailing of Absentee Ballot Applications: No action taken

10. Police Department AXON Technology Assurance Plan (TAP): R. Coyle motioned to approve the contract with AXON and authorize the First Selectman to sign all necessary documents, seconded by T. Rudko.

MOTION CARRIED UNANIMOUSLY

11. NECCOG Contract: R. Coyle motioned to approve the 2021-2022 contract with NECCOG for Animal Control Services and authorize the First Selectman to sign all necessary documents, seconded by D. Mizla.

MOTION CARRIED UNANIMOUSLY

12. Set Town Meeting Date for CORE (Colchester's Openness to Respecting Equity): D. Turner motioned to set at Town Meeting Date of September 8 for CORE (Colchester's Openness to Respecting Equity), seconded by D. Mizla. MOTION CARRIED UNANIMOUSLY. (See amendment below)

13. Set Town Meeting Date for Town Budget: D. Mizla motioned to set the Town Meeting Date on September 8 for the Town Budget in the amount of \$15,704,961.69, seconded by R. Coyle. MOTION CARRIED UNANIMOUSLY (see amendment below)

14. CITIZEN'S COMMENTS: Robbie Avery commented that she would be able to attend the Town Meeting. Deanna Bouchard stated that she was in favor of not sending out absentee ballot applications to all registered voters and that the time and location needed to be part of the motions for the Town Meetings.

Amendment to Agenda Item 12 – D. Turner amended original motion to set the Town Meeting for CORE (Colchester's Openness to Respecting Equity) at Bacon Academy auditorium on September 8 at 6:30 p.m., seconded by T. Rudko. MOTION CARRIED UNANIMOUSLY

Amendment to Agenda Item 13 – D. Mizla amended original motion to set the Town Meeting date for Town Budget to September 8 to be held at Bacon Academy auditorium, for the Town Budget in the amount of \$15,704,961.69, at 7 p.m. seconded by R. Coyle. MOTION CARRIED UNANIMOUSLY

15. FIRST SELECTMAN'S REPORT: The zoning regulations were redone in 2015 and the subdivision regulation were supposed to be done following that, but they never were. This has resulted in both sets of regulations having erroneous references. The Town is looking at having a consultant come in to rectify the situation. This will be coming to a future Board of Selectmen meeting.

COVID numbers continue to be on the rise. Colchester is currently listed in the orange risk category while Hebron, Lebanon and East Hampton are all in the red. FS met with the SE CT Council of Government (SCCOG) earlier in the week and they have written a letter to the Governor to ask for a statewide mandate for mask wearing indoors. The Centers for Disease Control has announced that vaccinated people should get a booster at 8 months after your original shot. The Town will be working with Chatham Health District.

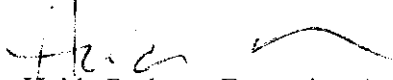
16. LIAISON REPORTS: D. Turner – Conservation Commission – There was one pending application, two enforcement matters and an issue with water and sewer at a subdivision on Cabin Road.

First Selectman – Attended the Sewer and Water Commission and Economic Development Commission.

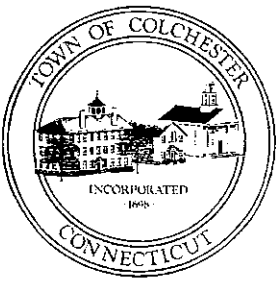
17. ADJOURN: T. Rudko motioned to adjourn at 8:23 p.m., seconded by D. Turner. MOTION CARRIED UNANIMOUSLY

Please see the minutes of future meetings for any corrections hereto.

Respectfully Submitted by:



Heide Perham, Executive Assistant to the First Selectman



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

Mary Bylone, First Selectman

Board of Selectman Special Meeting Agenda

Special Meeting via Zoom

Tuesday, August 24, 2021 @ 6:30 PM

Members Present: First Selectman Mary Bylone, Selectmen Rosemary Coyle, Denise Turner and Denise Mizla
Members Absent: Taras Rudko

1. CALL TO ORDER: First Selectman Mary Bylone called the meeting to order at 6:30
2. PLEDGE OF ALLEGIANCE
3. Set Town Meeting Date for CORE (Colchester's Openness to Respecting Equity): D. Turner motioned to set the Town Meeting Date to establish CORE (Openness to Respecting Equity) on Thursday, September 9 at 6:30 p.m. at the William J. Johnston Middle School Cafeteria, seconded by D. Mizla. MOTION CARRIED UNANIMOUSLY
4. Set Town Meeting Date for Town Budget: R. Coyle motioned to send the Town Budget to a Town Meeting to take place on Thursday September 9 at 7 p.m. at William J. Johnston Middle School Cafeteria in the amount of \$15,704,962, seconded by D. Turner. MOTION CARRIED UNANIMOUSLY
5. ADJOURN: D. Turner motioned to adjourn at 6:33 p.m., seconded by D. Mizla. MOTION CARRIED UNANIMOUSLY

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Mary Bylone

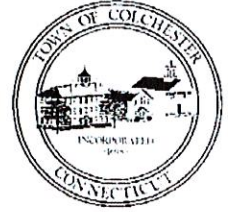


Colchester Youth & Social Services

127 Norwich Avenue, Suite 205, Colchester, Connecticut 06415

P: 860-537-7255 F: 860-537-1731 E: youthservices@colchesterct.gov

www.colchesterct.gov



Memo

To: Board of Selectman

From: Valerie Geato

Date: August 30, 2021

Re: Grant approval

Recommended Motion

Approve the 2021-2023 grant application for the CT Department of Children and Families Youth Service Bureau Grant program in the amount of \$17,918 (FY21) and Enhancement grant for \$8,537 (FY21) and authorize the First Selectman to sign all necessary documents.

The application is attached, an unsigned copy has already been submitted due to time constraints and will be replaced with signed copy.



DEPARTMENT of CHILDREN and FAMILIES
Making a Difference for Children, Families and Communities



Vannessa L. Dorantes
Commissioner

Ned Lamont
Governor

July 16, 2021

To: Youth Service Bureaus,

With passage of the State Fiscal Year 2022 State budget we are happy to release the biennial application for Youth Service Bureau funding. As you recall, the 2019 application format and process largely followed the State Department of Education application. This was to avoid disruption, given the short transition time of grant management responsibilities from CSDE to DCF. The 2022/23 application has been reworked to streamline the process and to clarify certain areas. DCF is committed to building upon this to further strengthen the application and data collection processes, ultimately resulting in a more efficient system that is user-friendly and allows YSBs' activities and efforts to be firmly connected to outcomes for youth and families. To this end, we have created a Youth Service Bureau section on the public DCF website. This is found under "For Providers". There, you will find the application, associated attachments and supporting materials. We will begin to use this as a source for information and announcements with a number of content areas to be added. Some highlights of the new application:

- There is a separate instructions document
- The application is now a fillable pdf with electronic signatures
- The base and enhancement applications have been combined into one
- Applications will be **emailed** only. There is no need to send a hardcopy.

The due date is cob **September 1st, 2021**. The application and any supporting documents shall be contained in **one email** addressed to the following: STACIE.ALBERT@ct.gov & cc'd to STEVEN.SMITH@ct.gov. For your application to be processed, DCF must have received your 2020/2021 Program data submission. Should you need an extension to the deadlines detailed in the application, please forward such requests to me as soon as possible, although please understand that funding cannot be provided until this process is complete. I look forward to a continuation of this renewed partnership between DCF and the Youth Service Bureaus. If you have any questions, please do not hesitate to contact me. Regards

Steve Smith



STATE OF CONNECTICUT
DEPARTMENT OF CHILDREN AND FAMILIES

Application for Funds Directions

YOUTH SERVICE BUREAU GRANT PROGRAM

July 1, 2021 – June 30, 2023

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.

Applications Due: (September 1, 2021)

Published: (July 16, 2021)

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I. Purpose and General Information

The purpose of the Youth Service Bureau (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.

II. Overview

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

1. Administrative services, including an assessment of youth needs and the coordination of services for youth.
2. Direct services for youth that may 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 use; and
 - programs that develop positive youth involvement.
3. Administrative core unit functions which include:
 - general administration;
 - research;
 - resource development;
 - community involvement; and
 - youth advocacy.

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

III. Who May Apply?

The list of YSBs eligible for state grants can be located on the Department of Children & Families website at the following link: [Youth Service Bureau \(ct.gov\)](https://www.ct.gov/youthservicebureau)

IV. Grant Award Period

The grant award is for the two-year period July 1, 2021, through June 30, 2023. Each grantee must submit an annual budget for approval by the Connecticut State Department of

Children and Families (DCF). Funding is contingent on the amount of YSB funds available in each state budget year.

V. Available Funds and Local Match Requirements

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 municipality must contribute an amount equal to the amount of the state grant, of which *no less* than 50% of the contribution shall be from funds appropriated by the Municipality. The remaining amount may be matched with other funds or in-kind services. Funding for each State Fiscal Year will be awarded only after the state budget is finalized.

VI. Required Program Evaluation, Data Collection and Professional Learning Activities

Grantees must:

1. Participate in the monitoring process, which is a requirement for all new YSB directors. Participants are required to attend all training sessions offered or required by DCF.
2. Participate in quarterly meetings, during which DCF will facilitate a review of the progress on the data reporting system and performance measures, to ensure the 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. Provide accurate and timely reports in such form, in such manner and in such time as prescribed by the Commissioner of DCF regarding the referral or diversion of children and youth from the juvenile justice system, as well as the provision of programs, opportunities and activities for all youth to function as responsible members of their communities.
4. Implement the use of the Ohio Scales for youth screening tool.
5. Implement Tier 2 service participation surveys.

Pursuant to State Statute, a YSB is required to assess the needs of youth, the availability of services and resources, and development and maintenance of data, in a manner satisfactory to DCF, that is necessary to determine and evaluate the impact of its administrative and services delivery programs. When a YSB collects student data, a consent form executed by the parent or guardian is required. The consent form must contain a statement addressing confidentiality of the information collected.

VII. Deadline and Use of Application Form

The application, IRRESPECTIVE OF POSTMARK DATE AND MEANS OF TRANSMITTAL, must be received by **3:00PM on September 1, 2021**. Applications received past the deadline **will not be processed without prior written request to and approval of Steven Smith**. Applications must be e-mailed to:

e-mail: Stacie Albert - Associate Fiscal Administrative Officer
Connecticut State Department of Children and Families

505 Hudson Street
Hartford, CT 06106
Phone: 860 550-6543
Cell Phone: 860-999-2076
Email: STACIE.ALBERT@CT.GOV

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

VIII. Affirmative Action Assurances

In accordance with the regulations established by the Connecticut Commission on Human Rights and Opportunities (CCHRO), each applicant is required to have a completed/current Affirmative Action Packet or Certification on file with the DCF, or must complete the Affirmative Action Packet by accessing the link ([NotificationtoBidderspdf.pdf \(ct.gov\)](#)) and submit it with this document

IX. 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 C.G.S. 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 CCHRO.

X. Due Dates and Ongoing Reporting

It is the responsibility of all grantees to complete all requirements in the timeframe determined by the DCF. YSBs are required to submit a final report of the data collection by September of every fiscal year. Report due dates are as follows:

FISCAL YEAR	DUE DATE
2021	August 1, 2021
2022	August 1, 2022
2023	August 1, 2023

DCF reserves the right to withhold or reduce funding based on late submission of required reports.

XI. 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.

XII. Management Control of the Program and Grant Consultation Role of DCF Personnel

The grantee must have complete management control of this grant. While DCF 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.

XIII. 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 (Appendix D of the Application Requirements).

XIV. Facsimile (Faxed) Copies

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

XV. Technical Assistance

The DCF Program Manager will be available to answer questions regarding the Request for Proposal application procedures or format.

XVI. Application Requirements and Format

The application must contain the following components:

- Application
- Advisory Board Composition Report
- Budget
- CHRO packet or completed Certification (Included as part of the application)
- Annie E. Casey Foundation documentation

XVII. Directions for Completing Application Form

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

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.

Line 2. Federal Identification Number

Town-based YSBs may leave this line blank. Private youth-serving organizations should report their federal identification number on 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. (Abbreviations are allowed as long as it is clear what town is represented by the abbreviations)

Line 4. Executive Director

Report the name, phone, fax number and email address of the chief executive officer of the YSB.

Line 5. Contact Persons

Report the name(s), phone, fax number and email address(es) of the person(s) to contact with questions and concerns about the YSB program, grant application and annual reports.

Line 6. Program Location Address

Report the location of the main business office of the YSB.

Section I - Youth Service Bureau Profile

A. Demographic Information

- (1) Enter the name of the YSB.
- (2) Indicate whether the YSB is a municipal department or a nonprofit organization (check one).
- (3) If the YSB is municipality-based, indicate whether the YSB operates as an independent department or grouped under a larger umbrella structure (check one). If part of a larger structure, enter the name of the department.
- (4) Enter the total population of the town(s) and the percent of population under age 18. This information is available from the town(s) census.

B. Staffing

- (1) Provide information on the director of the YSB. Indicate whether the position is full-time or part-time and union or non-union.
- (2) Provide information on all additional YSB staff.

C. Programming

Place a check next to any of the programs listed that are offered by your YSB.
(This is not intended to be a comprehensive list.)

Section II - 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). Samples will be posted on the DCF website at the following location: [Youth Service Bureau \(ct.gov\)](http://Youth Service Bureau (ct.gov))

Examples include:

- A. **Management and 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.
- B. **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.

- C. **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 learning; and state and national awareness.
- D. **Community Involvement** – volunteer recruitment; meeting coordination; 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.
- E. **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.

Section III - Direct Services Unit Strategies and Activities

Summarize the proposed strategies, programs and tasks of the direct services unit. If subcontractors are used, denote that the services are to be provided by a subcontractor. Note: There may not be strategies and programs for some of these headings. Indicate in the narrative in the tables if there is no programming in certain areas. Samples will be posted on the DCF website at the following link: [Youth Service Bureau \(ct.gov\)](http://Youth Service Bureau (ct.gov))

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

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

- B. **Mental Health Services** - Services that respond to youth and families who are experiencing emotional distress.

Indicate in write up if the service is for youth (up to 18) or -parent/guardian

- C. **Child Welfare** - Services to support the development of protective factors to reduce the likelihood, or mitigate impact of, child maltreatment.

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

- E. **Teen Parent Education** - Services that promote positive parenting skills and support families in their efforts to raise healthy children:

Please indicate in your write up if the program is for teens or adults.

- F. **Positive Youth Development** - Programs and services that promote the personal well-being of youth for the purposes of: meeting basic needs; building skills and competencies that allow youth to function and contribute in their daily lives; and 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.

G. 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.

Section IV - Advisory Board Composition Report

A separate document on the Advisory Board must be submitted with the application. Please refer to application document 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); and YSBs serving multiple municipalities need to further identify which town each member represents.
2. **Board Type** - Check appropriate box
 - a. **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
 - b. **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
 - c. **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 the E section of the grant application.

4. **Board meetings** - Please complete Items a and b.

Section V - Impact of Services: Work Plans

Required Professional Learning Activities: Describe a minimum of three professional development activities planned for YSB staff and community partners, designed to expand knowledge, improve program effectiveness and collaboration. Briefly describe the intended goal of the activity, participants and frequency. Impacted Administrative Core Unit (ACU) Function: Describe intended outcome

Section VI - Youth Service Bureau Enhancement Grant Application

Complete this section if your YSB is also requesting to receive Enhancement Grant dollars.

Appendix A - Certification that current affirmative action packet is on file

Complete this form if you are a municipality that operates a school district and file a federal and/or state Affirmative Action Plan. If this is not the case, submit an Affirmative Action Plan ([NotificationtoBidderspdf.pdf \(ct.gov\)](#))

Appendix B - Statutory Requirement of Administrative Core Unit Functions

Complete the Statement of Statutory Requirement of ACU Functions.

Appendix C - Statement of Assurances

Complete the Statement of Assurances

Appendix D - 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:

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 DCF.

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.

Liaison

The applicant shall designate someone to act as liaison for the referral process.

State Fiscal Year 2022-23 Youth Service Bureau Grant Application

CONNECTICUT STATE DEPARTMENT OF CHILDREN AND FAMILIES

YOUTH SERVICE BUREAU
Application

TITLE PAGE

1. Legal Name of Organization Applying for Funds: Town of Colchester Youth & Social Services
2. Federal Identification No.: _____
3. Town(s) to be Served: Colchester
4. Executive Director: Valerie Geato Phone: 860 537-7255 Fax: 860 537-1731
Executive Director E-mail address: vgeato@colchesterct.gov
5. Contact Persons:
Program: Valerie Geato Phone: _____ Fax: _____
Program Director E-mail address: _____
Fiscal: same Phone: _____ Fax: _____
Fiscal Director E-mail address: _____
6. Program Location Address: 127 Norwich Ave., Colchester, CT 06415

I certify that the information submitted is in conformance with the instructions and is an accurate representation of the YSBs' planned programs and services for the period July 1, 2021, through June 30, 2023. A new form will be submitted if changes occur.

Authorized Signature: **Valerie Geato** Digitally signed by Valerie Geato
Date: 2021.08.30 15:16:01 -04'00' Date: 8/30/2021

Typed Name: Valerie Geato Title: Director

2022-23 Youth Service Bureau Grant Application

SECTION I. YOUTH SERVICE BUREAU PROFILE

A. Demographic Information: Colchester Youth Service Bureau

1. Working Name of YSB: _____

If the YSB contracts with a provider to manage the YSB list name: _____

If multiple municipalities encompass the YSB; list municipalities associated: _____

2. Is the YSB a:

- department of a municipality(s)
 nonprofit organization

3. If municipal-based, is the YSB an:

- independent department
 a department within a larger department (such as social services)

Name of Department: Colchester Youth & Social Services

4. Percentage of population under age 18: 23.5 (based on last posted federal census)

B. Staffing:

1. YSB Director: full-time part-time

2. Additional Staff:

FTE (full time equivalent) of additional **full-time** staff: 5

FTE of additional **part-time** staff: 0.5

FTE of contracted personnel: _____ 0.5

C. Programming:

Please place a **checkmark** next to each of the following programs offered by your YSB:

After-School Programs:

- elementary-age youth
 middle school-age youth
 high school-age youth

Birth-Five Parent/Child Programs (playgroups/support groups)

Counseling Services:

- Individual Counseling Group Counseling
 Parent Training Family Therapy

If Counseling Services, Are clinicians:

- Hired
 Group Counseling

- Work Placement and Employment Counseling
 Alternative and Special Educational Opportunities
 Recreational and Youth Enrichment Programs
 Outreach Programs

Preventive Programs (including youth pregnancy, youth suicide, violence, and alcohol and drug prevention)

Positive Youth Development Programs

Court Ordered Community Service

Detention/Suspension/Expulsion Programs

Juvenile Review Board

Teen Center/Drop-In Center:

2022-23 Youth Service Bureau Grant Application

- after school
- evenings
- weekends

Truancy cases and former FWSN issues

- Other Juvenile Justice Programs (please list): _____

2022-23 Youth Service Bureau Grant Application

SECTION II ADMINISTRATIVE CORE UNIT STRATEGIES AND PROGRAMS

Summarize the proposed strategies and activities of the administrative core unit using the following format. In each, list one strategy and the activities necessary to enhance your operations, as well as measures you will use to ensure efficacy of these activities. Group your strategies, activities and measures under the following headings:

A. Management and Administration

Strategy	Activities	Measures
Enhance visibility and recognition of YSB through improved marketing strategies	Re-branding of YSB and Youth FIRST! Coalition by creating a new web page and developing and updating logo and tag line	Recruit at least 250 list serve subscribers through updated website

B. Youth Advocacy

Strategy	Activities	Measures
Increase community awareness of youth needs as well as trends in youth culture	Provide monthly updates regarding youth needs utilizing the developmental assets framework	Outlets including local papers, school newsletter, and various Social Media platforms will post/share monthly updates

2022-23 Youth Service Bureau Grant Application

C. Resource Development

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

D. Community Involvement

Strategy	Activities	Measures
Coordinate with local service providers to enhance delivery of services	Host bi-annual meeting of local mental health service providers and school counselors	At least 75% of school counselors will attend providers meeting

2022-23 Youth Service Bureau Grant Application

E. Research and Evaluation

Strategy	Activities	Measures
<p>Implement a student survey for middle and high school youth and a community survey for parents and other concerned adults, every other spring, (2022)</p>	<p>SERAC will administer their youth survey, designed to ascertain prevalence, attitudes and behaviors related to the use of substances. to students in grades 6-12, during school. SERAC will administer the voluntary community survey to interested parents and other adults</p>	<p>96% of students in grades 6-12 will participate in the youth survey; 400 adults will participate in the community survey; Results will be utilized to inform program development</p>

2022-23 Youth Service Bureau Grant Application

SECTION III DIRECT SERVICES UNIT STRATEGIES AND ACTIVITIES NARRATIVE

Summarize the proposed strategies and activities of the administrative core unit using the following format. In each, list one strategy and the activities necessary to enhance your operations, as well as measures you will use to ensure efficacy of these activities. Group your strategies, activities and measures under the following headings:

A. Juvenile Justice

Strategy	Activities	Measures
<p>To offer a range of meaningful alternatives to the Juvenile Justice System and to assist the school district in enforcing their discipline/attendance policies through intervention strategies that are responsible and community based.</p>	<p>The Youth Diversion Alliance 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.</p>	<p>75% of cases will successfully fulfill requirements and have cases dismissed at the 6 month meeting.</p>

B. Mental Health Services

Strategy	Activities	Measures
<p>Provide school-based substance abuse counseling to Colchester youth.</p>	<p>students have access to high quality, confidential, free substance abuse counseling</p>	<p>Students involved in counseling services report satisfaction with experience through self survey</p>

2022-23 Youth Service Bureau Grant Application

C. Child Welfare

Strategy	Activities	Measures
Provide School Supplies and school clothes to low income children	Collect clothing and supplies Recruit families to participate through food bank	All families who request assistance will receive school supplies and clothing/shoes.

D. Teen Pregnancy Prevention

Strategy	Activities	Measures
Develop programs to help adolescents develop the skills necessary to delay sexual activity thereby reducing the likelihood 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

2022-23 Youth Service Bureau Grant Application

E. Teen Parent Education

Strategy	Activities	Measures
<p>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</p>	<p>Provide parent workshops and educational materials</p>	<p>Attendance Surveys</p>

F. Positive Youth Development

Strategy	Activities	Measures
<p>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</p>	<p>Provide curricular-based on going programs that are focused on character development, life skills and social skills.</p>	<p>Attendance Participants Questionnaires Staff reports</p>

2022-23 Youth Service Bureau Grant Application

G. Community Outreach

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 such as: family day, early childhood expo, etc.	Number of participants Satisfaction Surveys

2022-23 Youth Service Bureau Grant Application

SECTION IV. Advisory Board Composition Report

Composition Criteria: YSB Board composition must be and remain comprised of the following:

- 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 as (Appendix A) 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
- 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.

Advisory Youth Commission Other – please specify _____ Combined Advisory Board and Prevention Coalition

3. Vacancies and Waivers

If your Advisory Board does not meet the composition criteria (see box above), please describe the reasons for such deviation, as well as whether or not this is a temporary deviation or if you are requesting permanent waiver from the requirements listed herein.

Anticipated date for meeting composition criteria: _____

4. Board Meetings

(a) The number of times the YSB Advisory Board is scheduled to meet each fiscal year? 10

(b) Are Minutes of all meetings on file in your office and available for inspection? Yes No

2022-23 Youth Service Bureau Grant Application

Section V. Impact of Services: Work Plans

List a minimum of three activities in which you will participate in during the 2022-2023 State Fiscal Years.

Required Professional Learning Activities:

Proposed Activity	Impacted Administrative Core Unit (ACU) Function
<p>Director and program staff will attend CYSA Annual conference</p>	<p>Management & Administration Resource Development Research and Evaluation</p>
<p>One Program Coordinator will attend Project Adventure's Portable Adventure 2-day training to learn new skills and activities that will enhance program effectiveness.</p> <p>They will experience the power of adventure education as an effective tool for teaching social and emotional learning skills and promoting change in individuals and groups throughout various educational settings.</p>	<p>Resource Development Management and Administration</p>
<p>Prevention Coordinator will attend the CADCA mid-year Training Academy and will participate in topics including: Creating Youth Podcasts Empowering Adults to Empower Youth Marijuana Related Issues Coalition Building Supporting LGBTQIA* youth</p>	<p>Youth Advocacy Management and Administration Resource Development Community Involvement Research & Evaluation</p>

2022-23 Youth Service Bureau Grant Application

APPENDIX A

CERTIFICATION THAT CURRENT AFFIRMATIVE ACTION PACKET IS ON FILE

According to the Connecticut Commission on Human Rights and Opportunities (CHRO) **municipalities** that operate **school districts** and also file a federal and/or state Affirmative Action Plan(s) are exempt from the requirement of filing an Affirmative Action Plan with the Connecticut State Department of Children and Families. **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: Town of Colchester, 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: Mary Bylone, First Selectman

2022-23 Youth Service Bureau Grant Application

APPENDIX B

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 10-19p) 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.

<hr/>	<hr/>	<hr/>
Name	Title	Date

2022-23 Youth Service Bureau Grant Application

APPENDIX C

STATEMENT OF ASSURANCES

CONNECTICUT STATE DEPARTMENT OF CHILDREN AND FAMILIES
STANDARD STATEMENT OF ASSURANCES
GRANT PROGRAMS

PROJECT TITLE: Youth Service Bureau Grant Program

THE APPLICANT: Town of Colchester HEREBY ASSURES THAT:
Colchester Youth & Social Services
(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 Connecticut State Department of Children and Families;
- E. Grant funds shall not be used to supplant funds normally budgeted by the agency or municipality;
- F. Generally recognized 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 Children and Families including information relating to the project records;
- H. The Connecticut State Department of Children and Families 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;
- J. (a) The applicant shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts of the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning (i) the confidentiality of any part of or all of the Contractor's bid or proposal, and (ii) Records, intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, or Goods furnished or used in the performance of the Contract. For purposes of this provision, "Goods" means all things which are movable at the time that the Contract is effective and which includes, without limiting this definition, supplies, materials and equipment.

2022-23 Youth Service Bureau Grant Application

- (b) The Applicant shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract.

K. REQUIRED LANGUAGE (NON-DISCRIMINATION)

References in this section to "contract" shall mean this grant agreement and to "contractor" shall mean the Youth Services Bureau identified on Page 1 herein.

- (a) For purposes of this Section, the following terms are defined as follows:

- i. "Commission" means the Commission on Human Rights and Opportunities;
- ii. "Contract" and "contract" include any extension or modification of the Contract or contract;
- iii. "Contractor" and "contractor" include any successor or assigns of the Contractor or contractor;
- iv. "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose;
- v. "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- vi. "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;
- vii. "marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced;
- viii. "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
- ix. "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 Connecticut General Statutes (C.G.S.) § 32-9n; and
- x. "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, unless the contract is a municipal public works contract or quasi-public agency project contract, (2) any other state, including but not , limited to any federally recognized Indian tribal governments, as defined in C.G.S. 1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), or (4) .

- (b) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and 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, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the

2022-23 Youth Service Bureau Grant Application

Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and C.G.S. §§46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to C.G.S. §§46a-56, 46a-68e, 46a-68f and 46a-86; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as related to the provisions of this Section and C.G.S. §46a-56. If the contract is a public works contract, municipal public works contract or contract for a quasi-public agency project, the Contractor agrees and warrants that he or she will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works or quasi-public agency projects.

- (c) 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.
 - (d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
 - (e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and in every subcontract entered into in order to fulfill any obligation of a municipal public works contract for a quasi-public agency project, 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 C.G.S. §46a-56, as amended; 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 regarding a State contract, 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.
 - (f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
 - (g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to C.G.S. § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and C.G.S § 46a-56.
 - (h) The Contractor shall include the provisions of the foregoing paragraph 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 C.G.S. § 46a-56, as amended; 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 regarding a State contract, 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.
- L. The grant award is subject to approval of the Connecticut State Department of Children and Families and availability of state or federal funds.

2022-23 Youth Service Bureau Grant Application

- M. 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.

Superintendent, or Department
Head, or Town Manager, or First
Selectman, or Mayor, or YSB
Director Signature:

Name: *(typed)*

Mary Bylone

Title: *(typed)*

First Selectman

Date:

8/30/2021

Section VI - Youth Service Bureau State Fiscal Years 2022 & 2023 Enhancement Grant Funding:

By Clicking this box, Your Youth Service Bureau is requesting to be included in the distribution of the Youth Service Bureau Enhancement Grant Funding during these years.

Enhancement funds will be distributed once the SFY 2022 Grant Applications are processed and approved. The purpose of these enhancement funds is to enhance existing **direct services** to youth. Funds can also be used for maintenance fees associated with use of a web-based data collection tool. As per Connecticut general Statute Section 10-19q, funds will be distributed based on the municipality population size (gathered from the most recent (2017) Connecticut State Census). Specific allocations can be found on the DCF webpage:

Grant funds may be utilized to offer youth any or all of the program services outlined in Connecticut general Statute 10-19m.

Grant funds may not supplant already existing funding for the same program services.

Please use the space below to outline which service options that will be supported by the Enhancement funds. Please feel free to use only the number of spaces necessary for the Enhancements funds awarded:

Service Category:

Will Funding be used towards salaries?

Brief Description:

Enhancement funds will be utilized to replace some well-used equipment at the drop-in youth center including the in-ground basketball hoop and the air hockey table. They are at least 10 years old and have exceeded their useful life after many years of wear and tear.

Funds will also be utilized to purchase program supplies for after school programs including enrichment programs on shortened school days/teacher PD days. Supplies will include STEM projects and activities, stipends/gift cards for volunteers, and special guests speakers.

YSB

Name:

SFY
Budget:

2022

(4000) REVENUE

		Budget	SFY Expenses	Total Current Expenses	BALANCE
4001	DCF Income (Main Grant)	\$17,918		\$0	\$17,918
4002	DCF Income (Enhancement)	\$8,537		\$0	\$8,537
4003	Municipal Match	\$17,918		\$0	\$17,918
Total DCF-Overseen Income		\$44,373	\$0	\$0	\$44,373

(5000) DIRECT EXPENSES

5100 DIRECT SERVICE ACTIVITIES		\$5,537	\$0	\$0	\$5,537
5101	After-School Programs	\$5,537		\$0	\$5,537
5102	Community Service Facilitation			\$0	\$0
5103	Counseling			\$0	\$0
5104	Drop-In Centers			\$0	\$0
5105	Employment Services			\$0	\$0
5106	Juvenile Review Board			\$0	\$0
5107	Mentoring			\$0	\$0
5108	Parent/Child Support Groups			\$0	\$0
5109	Positive Youth Development			\$0	\$0
5110	Prevention Services			\$0	\$0
5111	Recreational Programs			\$0	\$0
5112	Special Education Services			\$0	\$0
5113	Summer Camp			\$0	\$0
	Other:			\$0	\$0
	Other:			\$0	\$0

5200 REFERRED DIRECT SERVICE ACTIVITIES

5200 REFERRED DIRECT SERVICE ACTIVITIES		\$0	\$0	\$0	\$0
5201	After-School Programs			\$0	\$0
5202	Community Service Facilitation			\$0	\$0
5203	Counseling			\$0	\$0
5204	Drop-In Centers			\$0	\$0
5205	Employment Services			\$0	\$0
5206	Juvenile Review Board			\$0	\$0
5207	Mentoring			\$0	\$0
5208	Parent/Child Support Groups			\$0	\$0

5209	Positive Youth Development			\$0	\$0
5210	Prevention Services			\$0	\$0
5211	Recreational Programs			\$0	\$0
5212	Special Education Services			\$0	\$0
5213	Summer Camp			\$0	\$0
	Other:			\$0	\$0
	Other:			\$0	\$0
5300 CORE UNIT FUNCTIONS		\$0	\$0	\$0	\$0
5301	Community Outreach			\$0	\$0
5302	Research & Evaluation			\$0	\$0
5303	Resource Development			\$0	\$0
5304	Youth Advocacy			\$0	\$0
	Other:			\$0	\$0
	Other:			\$0	\$0
5400 FIXED COSTS		\$3,000	\$0	\$0	\$3,000
5401	Communications			\$0	\$0
5402	Equipment	\$1,800		\$0	\$1,800
5403	Food			\$0	\$0
5404	Insurance			\$0	\$0
5405	Janitorial			\$0	\$0
5406	Maintenance & Repair			\$0	\$0
5407	Office Supplies			\$0	\$0
5408	Rent			\$0	\$0
5409	Staff Training	\$1,200		\$0	\$1,200
5410	Staff Travel Reimbursement			\$0	\$0
5411	Utilities			\$0	\$0
5412	Vehicle Lease			\$0	\$0
5413	Vehicle Maintenance			\$0	\$0
	Other:			\$0	\$0
	Other:			\$0	\$0
7000 STAFFING / ADMINISTRATIVE & GENERAL EXPENSES		\$35,836	\$0	\$0	\$35,836
7110	Staff Salaries & Wages	\$35,836		\$0	\$35,836
7120	Fringe Benefits			\$0	\$0
7150	All Other A/G			\$0	\$0
Total Income		\$44,373	\$0	\$0	
Total Expense		\$44,373	\$0	\$0	

Surplus/(Deficit)

\$0

\$0

Replacement in ground basketball hoop and air hockey table for Youth Center

Staff salaries



To: Board of Selectmen, Town of Colchester
From: Kate Byroade, Library Director
Date: August 26, 2021
Re: Proposed Library Internet Safety Policy

Background:

Please see the attached proposed Library Internet Safety Policy, which complies with the requirements of the Children's Internet Policy Act (CIPA) as discussed at previous Board of Selectmen meetings. This policy is substantially similar to policies implemented by public libraries across the country and uses language required by CIPA.

Presuming the Board of Selectmen approve the policy, the Library will work with CEN to turn on the internet filtering software for the Library's public and staff computers and public WiFi. Library Staff will be trained on how to remove filtering for adult individuals who request access to unfiltered internet content.

Recommendation:

Approve the proposed Internet Safety Policy for the Cragin Memorial Policy.

Motion:

To approve the Internet Safety Policy for the Cragin Memorial Library.



Internet Safety Policy

Introduction

It is the policy of the Cragin Memorial Library to: (a) prevent user access over its computer network to, or transmission of, inappropriate material via internet, electronic mail, or other forms of direct electronic communications; (b) prevent unauthorized access and other unlawful online activity; (c) prevent unauthorized online disclosure, use, or dissemination of personal identification information of minors; and (d) comply with the Children's Internet Protection Act (CIPA). [Public Law No. 106-554 and 47 USC 254(h)]

Definitions

Key terms are as defined in the Children's Internal Protection Act.

Access to Inappropriate Material

To the extent practical, technology protection measures (or "internet filters") will be used to block or filter internet, or other forms of electronic communications', access to inappropriate information.

Specifically, as required by the Children's Internet Protection Act, blocking shall be applied to visual depictions of material deemed obscene or child pornography, or to any material deemed harmful to minors.

Subject to staff supervision, technology protection measures may be disabled for adults or, in the case of minors, minimized only for bona fide research or other lawful purposes.

Inappropriate Network Usage

To the extent practical, steps shall be taken to promote the safety and security of users of the Cragin Memorial Library computer network when using electronic mail, chat rooms, instant messaging, and other forms of direct electronic communications. Specifically, as required by the Children's Internet Protection Act, prevention of inappropriate network usage includes: (a) unauthorized access, including hacking, and other unlawful activities; and (b) unauthorized disclosure, use, and dissemination of personal identification regarding minors.

Supervision and Monitoring

Cragin Memorial Library staff have the responsibility to supervise and monitor appropriate usage of the computer network and access to the internet in accordance with this policy, the Children's Internet Protection Act, the Neighborhood Children's Protection Act, and the Protecting Children in the 21st Century Act.

Procedures for the disabling or otherwise modifying any technology protection measures shall be the responsibility of the Library Director or designated representatives.

Adoption

The Board of Selectmen of the Town of Colchester, Connecticut adopted this Internet Safety Policy at a public meeting, following normal public notice, on September 2, 2021.

**TOWN OF COLCHESTER
PLANNING AND ZONING DEPARTMENT**

TO: Mary Bylone, First Selectman
Board of Selectmen

FROM: Matthew R. Bordeaux, Planning Director *MRB*

DATE: August 31, 2021

RE: Affordable Housing Plan Grant Technical Assistance Program
Notice of Grant Award

The Town of Colchester Planning and Zoning Department has been awarded the Affordable Housing Plan Technical Assistance Grant by the State Department of Housing in the amount of \$15,000. The grant will fund consultant services associated with the development of an Affordable Housing Plan in accordance with Connecticut General Statutes 8-30j. The period of the award is from September 1, 2021 to October 31, 2022.

I am requesting the Board of Selectmen authorize the First Selectman to sign the Notice of Grant Award.

Proposed Motion:

Authorize the First Selectman to sign all necessary documents related to the Notice of Grant Award from the Affordable Housing Plan Grant Technical Assistance Program in the amount of \$15,000.

MRB

R:\Grants\Affordable Housing Plan Grant\Authorization Memo to BOS.docx

Attach.



STATE OF CONNECTICUT
DEPARTMENT OF HOUSING



September 1, 2021

Matthew Bordeaux, Planning Director
127 Norwich Avenue
Colchester, CT 06415

Re: Grant Award - Affordable Housing Plan Technical Assistance Grant Program (Round 2)

Dear Mr. Bordeaux,

Enclosed you will find the Notice of Grant Award, in the amount of \$15,000 for the Affordable Housing Plan Technical Assistance Grant for the Town of Colchester. This funding is for the time period indicated and the project must be completed by the end date indicated on the attached Notice of Grant Award. Please sign and date the Award document and return the signed document to Paula Thantaha-Christensen at: Ploynapas.Thantaha@ct.gov. Please do not alter or make changes to this Award document. A copy of the fully executed Award document will be sent to you after it was approved and signed by the commissioner.

In addition, kindly provide a current resolution of authority passed by the organization's governing board signed within 30 days from the date of the award, indicating that the officer that signs the grant award is specifically authorized to do so.

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

Please contact Paula Thantaha-Christensen at: Ploynapas.Thantaha@ct.gov with any questions regarding this matter. Thank you for your continued cooperation.

Sincerely,

Seila Mosquera-Bruno
Commissioner

Encl.

MCS/PT



STATE OF CONNECTICUT
DEPARTMENT OF HOUSING



NOTICE OF GRANT AWARD
Affordable Housing Plan Grant Technical Assistance Program – Round 2

The State of Connecticut, acting herein by the Department of Housing, hereby makes the following grant award in accordance with Connecticut General Statutes (“CGS”) § 8-30j, as amended, the grant solicitation, and the attached grant application, if applicable.

Grantee Town of Colchester
Address 127 Norwich Avenue
City/State/Zip Colchester, CT 06415
Town Code 028
Federal Employer ID No. 06-6001974
State Agency Code DOH46900

DOH Grant No. AHPG: 2021-028-006
Date of Award September 1, 2021
Period of Award From: September 1, 2021 To: October 31, 2022
Amount of Award State: \$ 15,000 Grantee Match: \$ 0 Other: Town Share \$ 0
Total Budget \$ 15,000
Grantee Fiscal Year From: July 1 To: June 30

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

- 1. I have the authority to execute this agreement on behalf of the grantee; and
- 2. The grantee will comply with all the requirements of the original Notice of Grant Award.

BY: _____
Signature of Authorized Official

Typed Name and Title of Authorized Official Date

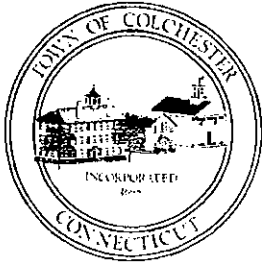
FOR THE STATE OF CONNECTICUT DEPARTMENT OF HOUSING

BY: _____
Signature of Authorized Official

Seila Mosquera-Bruno
Typed Name and Title of Authorized Official Date

For DOH Business Office Use Only

DEPT	PROG	FUND	SID	ACCOUNT	PROJECT	CHART 1/2	BR
DOH46900		12039	40233		DOH	n/a	n/a



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

ALCOHOL AND CONTROLLED SUBSTANCE TESTING POLICY

STATEMENT OF POLICY:

The safety and wellbeing of our drivers, employees and the general public requires that our drivers perform their duties free from the effects of alcohol and/or drugs. A drug-free workplace is especially important to the transportation industry. A driver who uses or abuses alcohol and/or drugs is a hazard to this town, the general public, other employees and him/herself.

In order to ensure the safe transportation and provide for an efficient and drug-free workplace while complying with the Federal Motor Carrier Safety Regulations, Town of Colchester has adopted this policy.

PROGRAM ADMINISTRATOR:

Shannon Ramsby, Director of Human Resources, has been designated by this company as the Alcohol/Drug Testing Program Administrator. In this function HR Director Ramsby will be responsible to answer any questions from the drivers, administrators or the public in general.

The Program Administrator will handle all information on all tests of covered drivers as confidential. The Program Administrator may provide such information as necessary to the supervisor to enable him/her to take proper disciplinary action as warranted. The Program Administrator may also release test information to the town's Substance Abuse Professional to use to evaluate and recommend appropriate follow-up.

DRIVERS SUBJECT TO TESTING:

All employees who must have a Commercial Drivers License to perform their duties, which are considered as safety-sensitive, will be subject to the alcohol and/or drug testing as outlined in this policy and required by Title 49 Code of Federal Regulations part 382.

DRIVER COMPLIANCE WITH REGULATION:

All drivers subject to alcohol and drug testing must be in compliance with the regulations and this policy at all times while in a working status for this company. This will include all time spent driving a commercial vehicle as well as time spent performing safety-sensitive functions or just before or just after performing safety-sensitive functions.

Safety-Sensitive Function means all time from the time a driver begins to work or is required to be in readiness to work until the time he/she is relieved from work and all responsibility for performing work. Safety-sensitive functions shall include:

1. All time at an employer or shipper plant, terminal, facility, or other property, or on any public property, waiting to be dispatched, unless the driver has been relieved from duty by the employer;
2. All time inspecting equipment as required by Sect.392.7 and 392.8 of 49 C.F.R. otherwise inspecting, servicing, or conditioning any commercial motor vehicle at any time;
3. All time spent at the driving controls of a commercial motor vehicle in operation;
4. All time, other than driving time, in or upon any commercial motor vehicle except time resting in a sleeper berth (a berth conforming to the requirements of section 393.76 of 49 C.F.R.);
5. All time loading or unloading a commercial motor vehicle, supervising, or assisting in the loading or unloading, attending a commercial motor vehicle being loaded or unloaded, remaining in readiness to operate the commercial motor vehicle, or in giving or receiving receipts for shipments loaded or unloaded;
6. All time repairing, obtaining assistance, or remaining in attendance upon a disabled commercial motor vehicle.

SUBSTANCES TESTED FOR:

The following substances will be tested to determine their presence:

1. Alcohol
2. Marijuana
3. Cocaine
4. Amphetamines (Including Methamphetamines, MDA and metabolites)
5. Phencyclidine (PCP); and
6. Opiates (Including 6-MAM metabolite)

PROHIBITED CONDUCT:

During the time that drivers are performing safety-sensitive functions, they shall not:

1. Report to and/or remain on duty with an alcohol concentration of 0.02 or greater;
2. Possess any alcohol;
3. Use any alcohol;
4. Use any alcohol within four hours of going on duty;
5. Use any alcohol for eight hours after an accident which will require the driver to be tested for alcohol or until tested;
6. Refusal to submit to a required alcohol and/or controlled substance test;

7. Report to or remain on duty when using any controlled substance, except when under a physician's orders **AND** the physician has informed the driver that the use will not effect the safe operations of a commercial vehicle;
8. Report to or remain on duty if he/she has tested positive for controlled substance.

TEST REQUIRED:

All drivers who are required to be tested for alcohol and/or controlled substance use or mis-use will be tested under the following circumstances:

1. **Pre-employment or pre-use.** All applicants for jobs requiring a commercial drivers license and/or current employees transferring to a job which requires a commercial drivers license will be required to be tested for the use of controlled substances.
2. **Random.** All drivers are subject to random testing at ten percent (unless the Federal Highway Administration announced another testing level) of all drivers will be selected to submit to unannounced random alcohol testing, which will be spread throughout the calendar year. Fifty (50) percent (unless the Federal Highway Administration announces another testing level) of all drivers will be selected to submit to unannounced controlled substance testing.
3. **Post-accident.** Drivers will be alcohol and controlled substance tested in all accidents involving a fatality. If the accident is one where one or more vehicles were towed from the scene of the accident or involves somebody being injured to the degree that the injury must be treated immediately away from the scene of the accident then the commercial vehicle driver must also receive a summons for a "moving traffic violation" as a result of the accident before a test will be directed.
4. **Reasonable suspicion.** All drivers that exhibit signs and/or symptoms of alcohol and/or controlled substance use or misuse, which are observed by a trained company supervisor, while performing safety sensitive functions will be required to submit to an alcohol and/or controlled substance test.
5. **Return to duty.** A driver who previously tested positive for alcohol and/or controlled substance, must submit to a return to duty alcohol and/or controlled substance test, the result must be negative to be enabled to return to duty.
6. **Follow-up.** A driver who previously tested positive and has returned to duty must submit to at least six (6) alcohol and/or controlled substance test during the first 12 months after returning to work, if the Substance Abuse Professional determines that the driver has an alcohol or substance abuse problem. Follow-up test will be announced and may continue for up to sixty (60) months after returning to work. Any follow-up tests will be at the direction of the Substance Abuse Professional.

TESTING PROCEDURES:

This company has contracted with [ENTER NAME OF THIRD PARTY ADMINISTRATOR] to do the alcohol test and collection of the urine specimen(s) for controlled substance testing.

Once a driver has been directed to submit to an alcohol and/or controlled substance test, he/she will proceed immediately to the testing area. Drivers must comply with the lawful request to the technician doing the alcohol and/or controlled substance test.

The selected driver will be required to provide a urine specimen for controlled substance testing and/or a breath or saliva sample for analysis of alcohol concentration.

The driver will be required to provide a photo identification prior to testing. Privacy will be ensured at the facility by means of voiding in a private enclosure. A split sample will be procured and both samples will be sent to the lab.

Proper chain of custody procedures will be followed to ensure that the specimen submitted is indeed the specimen that belongs to the selected driver. The specimen will be sealed to prevent tampering during transport to the laboratory. Federal certified laboratories will be utilized for testing (drugs) and two separate methodologies will be performed to verify all specimens as positive prior to controlled substances reporting to the medical review office (MRO).

The MRO is a licensed physician that reviews all test results prior to reporting to the company. Should the specimen test positive, the MRO will contact the driver to discuss the test findings and afford the driver an opportunity to discuss his/her test results and any factors that could have attributed to the positive test. Should the driver question the test findings, the driver can request that the split sample be forwarded to another certified laboratory for re-analysis.

All test results are treated confidentially and no results will be released to outside parties without the drivers express consent or when required by law, rule or regulation or expressly authorized.

All testing for alcohol use or misuse will be conducted only by devices, which have been approved by the National Highway Traffic Administration or trained Breath Alcohol Technicians (BATs) or trained Screening Test Technicians.

REQUIREMENTS THAT DRIVERS MUST SUBMIT TO TEST:

All drivers who are required by Federal Motor Carrier Safety Regulations and this policy to be subjected to alcohol and/or controlled substances test must fulfill that requirement when so directed by the Alcohol/Drug Testing Program Administrator or trained supervisor. Failure to comply with the regulations of this policy will be grounds for disciplinary action up to and including dismissal.

REFUSAL TO TEST:

The following circumstances will be construed as refusing to submit to an alcohol and/or controlled substance test:

1. Fails to give an adequate sample of breath for an alcohol test without a valid medical explanation.
2. Fails to appear for any test (except a pre-employment test) within a reasonable time period after being directed to do so by the employer.
3. Fails to remain at the testing site until the testing is completed.
4. Fails to take a second test when directed by the employer.
5. Fails to provide adequate urine sample for a controlled test without a genuine inability to provide a specimen, as determined by medical evaluation.
6. Engages in conduct that clearly obstructs the testing procedures.
7. Fails to undergo a medical examination or evaluation as directed by the MRO as part of the test verification process.
8. MRO reports that you have a verified adulterated or substituted test result

FMCSA CLEARINGHOUSE

Effective January 6, 2020 in accordance with 49 CFR, all drivers shall be subjected to a query of the FMCSA Clearinghouse prior to employment as well as yearly throughout the driver's employment with Town of Colchester.

Drivers should also note that the following information will be reported to the Clearinghouse:

- A verified positive, adulterated, or substituted drug test result;
- An alcohol confirmation test with a concentration of 0.04 or higher;
- A refusal to submit to a drug or alcohol test;
- An employer's report of actual knowledge, as defined at 49 CFR § 382.107;
- On duty alcohol use pursuant to 49 CFR § 382.205;
- Pre-duty alcohol use pursuant to 49 CFR § 382.207;
- Alcohol use following an accident pursuant to 49 CFR § 382.209;
- Drug use pursuant to 49 CFR § 382.213;
- A SAP's report of the successful completion of the return-to-duty process;
- A negative return-to-duty test; and,
- An employer's report of completion of follow-up testing.

DISCIPLINARY ACTION:

Any driver who violates either the Federal Motor Carrier Safety Regulations or this policy may be subject to disciplinary action up to and including dismissal.

Any driver who has tested positive for either drugs or alcohol, will be removed from the safety sensitive position immediately and directed toward a substance abuse professional.

Drivers who are found to have an alcohol concentration of 0.02 or greater but less than 0.04 will be taken out-of-duty for a minimum of 24 hours. It is the town's policy that such time out-of-duty will be without pay.

INFORMATION:

This company will provide each driver Subject to the Federal Motor Carriers Safety Regulations a copy of this policy. In addition, this company will provide printed material which describes the effects of alcohol and/or controlled substance use or abuse on the individual's health work and personal life. as well as information on the signs and symptoms of an alcohol or controlled substance problem.

ACKNOWLEDGEMENT:

I certify that I have received a copy of the Town of Colchester Alcohol and Controlled Substance Testing policy, and written material concerning the effects of alcohol and controlled substance on an individual's work and personal life, signs and symptoms of a drug or alcohol problem including co-workers, and the methods to deal with a substance abuse problem.

Driver's Signature

Date



Connecticut Conference
of Municipalities

collaborating for the common good

CCM Drug-and-Alcohol Testing Consortium

**AGREEMENT BETWEEN
THE TOWN OF COLCHESTER
AND
THE CONNECTICUT CONFERENCE OF MUNICIPALITIES**

AGREEMENT between the Connecticut Conference of Municipalities (hereinafter called "CCM") and the Town of Colchester, a Connecticut municipality (hereinafter called "Municipality"), made as of the date of the Municipality's signature below.

WHEREAS, the Municipality wishes to participate in the CCM Drug-and-Alcohol Testing Consortium in order to obtain drug and alcohol testing services as required for full compliance with the Omnibus Transportation Employee Testing Act of 1991 (Act) and the U.S. Department of Transportation regulations adopted pursuant to the Act (DOT Regulations) and is a member in good standing of CCM;

WHEREAS, CCM has established the consortium exclusively for the benefit of its municipal members in order to facilitate the provision of such services to participating municipalities and will provide administrative services to it; and

WHEREAS, CCM will enter into contracts with service providers to provide drug and alcohol testing services and substance abuse professional services to participating municipalities;

NOW, therefore, in consideration of the mutual agreements hereinafter set forth, the parties agree as follows:

CCM'S RESPONSIBILITIES:

1. CCM will screen and evaluate the qualifications and experience of prospective providers of the testing and substance abuse professional services required by the Act and DOT Regulations, establish the terms and conditions of and enter into contracts with such service providers, monitor and evaluate the performance of any such service provider, and negotiate the terms of any extension or renewal of its services. CCM shall have the right to substitute another service provider for any service provider providing services to participating municipalities. CCM shall provide notice to the Municipality of any such substitution in a reasonably prompt manner.
2. The contracts with the testing and substance abuse professional service providers engaged by CCM shall require such providers to provide the services required by the Act and DOT Regulations to participants in the consortium, including the Municipality, as prescribed below:
 - a. Drug and alcohol testing of drivers and other workers covered by the Act and the DOT Regulations and substance abuse professional services shall be provided, as prescribed below:
 - random, pre-employment, reasonable suspicion, return to duty, follow up, and post-accident testing;
 - review of positive tests by a Medical Review Officer (MRO);
 - services of a Substance Abuse Professional (SAP);
 - proper maintenance of chain of custody for test samples and test results, records and communications to CCM of test results, and other records and related information, for timely provision to the Municipality by CCM;
 - timely provision to CCM of information, updates and materials related to compliance with the Act and DOT Regulations;
 - training and materials for required instruction for supervisors and drivers; and
 - preparation of the annual calendar year summary report, and any other reports that may be required by DOT.
 - b. The testing shall be conducted at on-site Municipal facilities; except in the case of post accident testing, or at regional testing facilities, or at another location at the discretion of the Municipality.
 - c. All drug tests shall be performed at laboratories with current approval and/or certification from the Substance Abuse Mental Health Services Administration.
 - d. All alcohol tests shall be conducted by certified Breath Alcohol Technicians (BATS)

using equipment that meets DOT specifications.

- e. The confidentiality of all testing, counseling and treatment records shall be maintained and there shall be full compliance with the privacy provisions of the Act and DOT Regulations by all parties hereto, and by the providers of testing and substance abuse professional services to participating municipalities.
3. CCM will designate a responsible party/program administrator who will be the primary contact for drivers and other persons covered by the Act and DOT Regulations. Currently, the responsible party/program administrator is Beth Scanlon. CCM reserves the right to substitute another responsible party/program administrator and shall provide notice to the Municipality of any such substitution in a reasonably prompt manner.
4. CCM will provide training of drivers, other covered workers and supervisors as required by the Act and DOT Regulations and/or is deemed necessary by the parties to implement the Act and DOT Regulations.
5. CCM shall provide to the Municipality, on a timely basis, information, updates, and materials related to requirements for compliance with the Act and DOT Regulations, as provided to it by the testing services and substance abuse professional services providers.
6. CCM shall convey all information required to be provided to it by the Municipality to the providers of testing services and substance abuse professional services, as appropriate and necessary.
7. CCM shall convey to the Municipality all reports and other information provided to it by the providers of testing services and substance abuse professional services, as required in order for the Municipality to comply with the Act and DOT Regulations.
8. CCM shall maintain the confidentiality of all testing, counseling and treatment records and shall fully comply with the privacy provisions of the Act and DOT Regulations. CCM shall designate, in writing, the specific employees that are authorized to receive test results, records and related information.

MUNICIPALITY'S RESPONSIBILITIES:

1. The Municipality shall provide to CCM the names and identification numbers of all drivers and other persons covered by the Act and DOT Regulations, and will update this information by promptly notifying CCM, by fax or first class mail, of the addition or removal of drivers or other persons from the pool, as often as required to comply with the Act and DOT Regulations.
2. The Municipality shall provide to CCM the names and specified contact information for all supervisors of drivers and other persons covered by the Act and DOT Regulations.
3. The Municipality shall provide all required forms and documents to CCM including the policy or policies required by the Act and DOT Regulations, and receipt-of-information

forms.

4. The Municipality shall designate a responsible party/coordinator for the program who shall be the primary liaison to CCM and the local contact person for individuals covered by the Act and DOT Regulations.
5. To the extent not prohibited by applicable federal or state law or local ordinance the Municipality shall afford CCM free and full access to such information, documents, and personnel as may be necessary to permit the provision of the services to be provided hereunder.
6. The Municipality shall maintain the confidentiality of all testing, counseling and treatment records and shall fully comply with the privacy provisions of the Act and DOT Regulations. The Municipality shall designate, in writing, the specific employees that are authorized to receive test results, records and related information.
7. The Municipality acknowledges that nothing in this Agreement relieves it of its responsibility to comply with the Act and the DOT Regulations in all respects.

INDEMNIFICATION and LIMITATION OF LIABILITY:

1. The Municipality agrees to indemnify, defend and hold CCM, its directors, officers, agents and employees harmless from any claim, loss, cost and/or expense (including court costs and attorneys fees) arising out of or resulting from any negligent act or omission of the Municipality involving its receipt or use of any of the test results or other information it receives in connection with this Agreement.
2. CCM agrees to indemnify, defend and hold the Municipality, its directors, officers, agents and employees harmless from any claim, loss, cost and/or expense (including court costs and attorneys fees) arising out of or resulting from any negligent act or omission of CCM in providing services to the Municipality in connection with this Agreement.
3. The Municipality acknowledges that: 1) CCM does not perform testing and substance abuse professional services required by the Act and DOT Regulations, and CCM does not represent that it is qualified to do so, and 2) the providers of testing services and substance abuse professional services retained by CCM are solely responsible for their actions and omissions in the provision of such services, and that CCM does not assume responsibility for, nor shall it incur any liability for, any actions or omissions of such providers.

FEES AND PAYMENT PROCEDURES:

1. The Municipality will be charged \$100 for each covered driver or other person subject to the Act and DOT Regulations ("driver charge") for each 12-month period. This fee includes up to six follow-up tests per case. In the event that additional follow-up tests are required, the Municipality will reimburse CCM for the fee charged to CCM for each

additional follow-up test.

2. Payment of the driver charges to CCM shall be in two (2) equal installments, to be paid in advance on or before January 1 and July 1 of each calendar year. Reimbursement for follow-up testing fees after six follow-up tests per case will be billed semi-annually by mailing the bill at least thirty (30) days in advance of the due date for semi-annual payment of the driver charges and shall be paid at the same time. The charges for drivers or other covered workers added to or removed from the testing pool during the course of the calendar year will be calculated at the end of each calendar year. Any additional amount due to CCM from the Municipality pursuant to such calculation shall be billed to the Municipality and payment shall be made within thirty (30) days of the date on which the bill is mailed. If a refund is due to the Municipality from CCM after such calculation, a refund shall be made to the Municipality by CCM within thirty (30) days of completion of the calculation.
3. In the event that there is a price increase in services, the Municipality will be notified by CCM sixty (60) days prior to January 1 renewal date of the agreement.
4. Failure to pay the appropriate installment or other payment when due shall entitle CCM to immediately terminate this Agreement, provided that written notice by certified mail to the Municipality of such termination shall be given at least five (5) days prior to such termination.

MISCELLANEOUS:

1. This Agreement constitutes the entire agreement between the parties with respect to the services to be provided hereunder and supersedes all prior agreements or understandings, whether oral or written.
2. Either party hereto may terminate this Agreement by written notice given to the other party at least sixty (60) days prior to the date of termination. In the event of termination, any installment payment paid or due shall be adjusted on a prorated basis to cover only those months prior to the effective date of termination. Based on the prorated adjustment, any installment payment due shall be appropriately reduced and any excess payment made in a prior installment payment shall be refunded to the Municipality, after adjustment for any covered workers added or removed from the pool during the applicable contract year.
3. Because membership in CCM is a condition precedent to participation in the consortium, at its sole discretion, CCM may terminate this Agreement by written notice given to the Municipality at least sixty (60) days prior to the date of termination if the Municipality discontinues its membership in CCM.
4. This Agreement shall not be assignable by either party without the prior written consent of the other party.

5. This Agreement may not be modified, except in writing and signed by the parties hereto, provided that CCM shall have the right to substitute another service provider to provide the testing services or the substance abuse professional services to be provided hereunder. CCM shall provide notice to the Municipality of any such substitution in a reasonably prompt manner.
6. All notices made hereunder shall be in writing and shall be hand-delivered or sent by certified mail to the address of the receiving party set forth below:

If to CCM:

Connecticut Conference of Municipalities
545 Long Wharf Drive, 8th Floor
New Haven, CT 06511
Attention: Beth Scanlon, Program Manager, CCM Drug and Alcohol Consortium

If to the Municipality:

Mary Bylone
First Selectman
Town of Colchester
127 Norwich Avenue
Colchester, CT 06415

All notices shall be deemed given upon the day sent. Either party may specify a different address for notices by written notice sent in accordance with this provision.

7. This Agreement shall be construed in accordance with and shall be governed by the laws of the State of Connecticut and the laws of the United States.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written, in duplicate.

TOWN OF COLCHESTER

CONNECTICUT CONFERENCE OF
MUNICIPALITIES

Name _____

Name _____



Title _____

Authority Warranted

DATE: _____

Title _____

Authority Warranted

DATE: _____