

First Selectman

From: Angelina Zipoli <angelinazipoli98@gmail.com>
Sent: Monday, August 15, 2022 5:21 PM
To: First Selectman
Cc: Magaldi, Cynthia
Subject: Senior Center

I am writing in regards to the decision to build the new senior center. I believe that this would be a great change to make for the elderly community, the new building would be visibly pleasing considering there are not many new buildings in the area.

It will provide a space for not only the elderly but the community to gather with family and friends. The amenities and other options that will be offered serve a greater purpose to get the town more involved with one another. I think the area they are going to be building this center will be beneficial because it will be located in the center of town which will be easily commutable for the majority of the town.

This new space will provide a significant amount of job opportunities, which would really help this area succeed. I feel that if this town moves forward with the construction of the senior center, they should make the effort to create a web page that will make it easier to locate things like location, amenities, and booking of space in the building. As of right now I was not able to find a website to look up much about the existing center other than on the town page which did not provide much information at all.

However, I believe including this new senior center building would be a great change to the town and I completely support the decision to move forward with construction. The space will be highly appreciated and respected by so many families. Thank you.

Best Regards, Angelina Zipoli.

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Memo to Departments

First Selectman <selectman@colchesterct.gov>

Wed 8/24/2022 10:29 AM

To: Cindy Praisner <cpraisner@colchesterct.org>; Colchester Registrars <registrars@colchesterct.gov>; Debbie Kratochvil <dkratochvil@colchesterct.gov>; First Selectman <selectman@colchesterct.gov>; Franchesca Brown <fbrown@colchesterct.gov>; Gayle Furman <townclerk@colchesterct.gov>; Heide Perham <HeidePerham@colchesterct.gov>; John Chaponis <assessor@colchesterct.gov>; John Jones <johnjones@colchesterct.gov>; Julie Shilosky <jshilosky@colchesterct.gov>; Karen Romero <kromero@colchesterct.gov>; Kate Byroade <LibraryDirector@colchesterct.gov>; Michele Wyatt <taxcollector@colchesterct.gov>; Pam Minella <pminella@colchesterct.gov>; Patty Watts <seniorcitizens@colchesterct.gov>; Resident Trooper Sergeant <SGT@colchesterct.gov>; Russell Melmed <russell.melmed@chathamhealth.org>; Sal Tassone <townengineer@colchesterct.gov>; Sean Shoemaker <firemarshal@colchesterct.gov>; Shannon Ramsby <sramsby@colchesterct.org>

Cc: Andrea Migliaccio <BOFChair@colchesterct.gov>; Michael Sinkewicz <mikesink20@gmail.com>; James McNair <jmcnair3@comcast.net>; Deborah Bates <dBates@colchesterct.gov>; Denise Turner <dturner@colchesterct.gov>; Rosemary Coyle <rcoyles@colchesterct.gov>; Jason LaChapelle <jLaChapelle@colchesterct.gov>

Hi Everyone,

Effective immediately:

1. The Town of Colchester will enter a budget freeze. Any purchases will need either the approval of myself or the Finance Director. Critical items will take priority.
2. There will be no overtime, unless there is an emergency
3. SLR, the consulting group hired to conduct a top to bottom review of the Public Works Department, has agreed that a Director of Operations position will not be needed moving forward. I will not be filling that position this budget cycle. I intend to fill the position with a building maintenance employee in next year's budget. By not filling Director of Operations position, this year's budget will have nearly \$90,000 of financial flexibility – which will be critical in handling inflationary concerns
4. All MOUs with individual employees will be drawn down where applicable. This will be done on a case-by-case basis.

Also:

1. I will be reaching out to all Department Heads for conferences/updates
2. The First Selectman's Office hours this week will be as follows:
 - A. 9 am – 12 pm open to the public/department conferences
 - B. 1 pm – 4:30 pm: Internal Evaluations/Department Conferences/Office Closed to the Public
3. Many concerns have been brought to my attention related to the Town. I will be addressing all concerns swiftly.

Sincerely,

Andreas Bisbikos
First Selectman

First Selectman

From: First Selectman
Sent: Thursday, August 25, 2022 10:29 AM
To: Rosemary Coyle; Denise Turner; Jason LaChapelle; Deborah Bates
Cc: Andrea Migliaccio; MRitter@goodwin.com
Subject: Memo #1 to the BOS

To the Board of Selectmen members,

Throughout my tenure as First Selectman, Ms. Coyle has publicly and privately discouraged my ability to make initial motions. I have and will continue to make motions per my discretion. I will not tolerate public or private intimidation/snide comments any further. As someone who has served on the Board of Selectmen for over 10 years, I would have expected better. Please see Matt Ritter's analysis below.

Sincerely,

Andreas Bisbikos
First Selectman

You asked whether the First Selectman can "make an initial motion during a BOS meeting."

I can find nothing in the bylaws or Town Charter which would prevent the First Selectman from making an initial motion. C-302.A. of the Town Charter further provides that:

"The First Selectman shall be the Chief Executive Officer of the Town and shall be a full voting and participating member of the Board of Selectmen."

In addition, pursuant to Roberts Rules a chair has the same right to make or second a motion as any other Board members.

First Selectman

From: First Selectman
Sent: Saturday, August 27, 2022 3:55 PM
To: Denise Turner; Deborah Bates; Rosemary Coyle; Jason LaChapelle
Cc: MRitter@goodwin.com
Subject: Memo #2 to the BOS

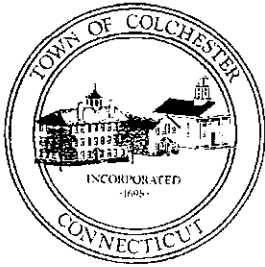
Hi Everyone,

There has been some discussion from members of the Board of Selectmen about who can respond during citizens comments. Some members have suggested that I do not respond to citizens comments or have been critical of me for doing so. As First Selectman (& Chairperson) of the Board; it will be my sole discretion on when I will respond – especially considering the barrage of misinformation and orchestrated political attacks that are intended to paint false narratives in our community. Please see Matt Ritter’s analysis below.

Sincerely,

Andreas Bisbikos
First Selectman

Citizens’ Comments: The Board may permit any individual or group to address the Board concerning any subject that lies within its jurisdiction during the portion of any Board meetings so designated for such purpose. Citizens’ Comments shall be subject to the following guidelines: (1) If deemed necessary, in order to provide time for maximum citizen participation, the Board of Selectmen may establish a provision at a meeting to limit comments. In such a case, three (3) minutes will be allotted to each speaker at each warned citizen’s comments. The Board may decide by a majority vote to extend the 3 minutes of time allotted. (2) Speakers may provide written testimony or handouts to the Board, which will become part of the public meeting record. (3) Speakers are only permitted to make presentations to the Board using PowerPoint, overhead projectors, or other electronic/digital programs with the prior approval of the First Selectman. (4) All speakers must identify themselves by name and town of residence. (5) The Board will not respond to comments made during Citizens’ Comments, with the exception that the Chairperson only may respond if, in the discretion of the Chairperson, such comments require an immediate response.



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

Andreas Bisbikos, First Selectman

Board of Selectmen Special Meeting Minutes
Monday, August 8th, 2022, at 6:00 PM

Members Present: A. Bisbikos (First Selectman), D. Bates, D. Turner, R. Coyle
Member Absent: J. LaChapelle

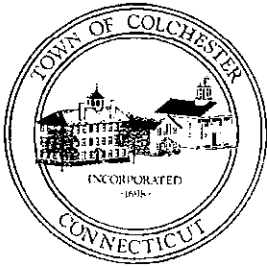
RECEIVED
COLCHESTER, CT
2022 AUG -9 AM 9:25
Gayle Furman
TOWN CLERK

1. Call to Order – Meeting called to order at 6 PM by A. Bisbikos
2. Pledge of Allegiance
3. Correspondence
4. Citizens Comments
5. Consent Agenda
 - A. Approve the 8/2/22 Board of Selectmen Special Meeting minutes
 - D. Turner motioned to approve of the Consent Agenda. 2nd by R. Coyle. **Motion carried unanimously 4-0**
6. ARPA Discussion
 - A. Possible action to approve of \$12,022.23 in ARPA funding for EZ-Air out of left-over ARPA non-profit allocated dollars for to fund the EZ AIR application
 - D. Turner motioned to approve of \$12,022.23 in ARPA funding for EZ-Air out of left-over ARPA non-profit allocated dollars for to fund the EZ AIR application. 2nd by D. Bates. **Motion carried unanimously 4-0**
 - B. Possible action to approve of \$17,800 in ARPA funding/Unassigned Fund Balance for Silver/Petrucci & Associates to provide a Schematic Design thru Construction Administration for the Town Hall Roof Replacement
 - R. Coyle motioned to approve of \$17,800 in ARPA funding for Silver/Petrucci & Associates to provide a Schematic Design thru Construction Administration for the Town Hall Roof. 2nd by D. Turner. **Motion carried unanimously 4-0**
7. Possible action on the Human Resources Coordinator Position Job Description
 - D. Bates made a motion to approve of the Human Resources Coordinator Job Description. 2nd by D. Turner. **Motion carried unanimously 4-0**
8. Citizens Comments
 - D. Bouchard commented on staffing

9. Liaison Reports - None

10. Adjourn – Motion to adjourn by D. Turner. 2nd by D. Bates.

Minutes submitted by A. Bisbikos



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

Andreas Bisbikos, First Selectman

Board of Selectmen Special Meeting Minutes
Monday, August 8th, 2022, at 6:00 PM

Members Present: A. Bisbikos (First Selectman), D. Bates, D. Turner, R. Coyle

Member Absent: J. LaChapelle

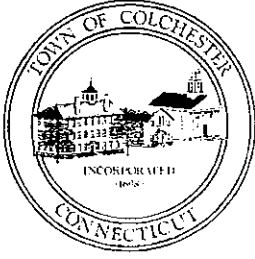
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10. Adjourn – Motion to adjourn by D. Turner. 2nd by D. Bates.

Minutes submitted by A. Bisbikos



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

Andreas Bisbikos, First Selectman

Board of Selectmen Special Meeting Minutes
Thursday, August 18th, 2022, at 6:00 PM

Members Present: D. Bates (Acting First Selectman), J. LaChapelle, D. Turner

Members Absent: A. Bisbikos (First Selectman), R. Coyle

Others Present: D. Kratochvil (Finance Director), A. Migliaccio (Board of Finance Chair)

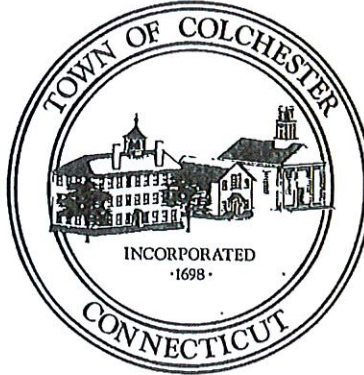
1. Call to Order – D. Bates called meeting to order on 6:07 pm
2. Pledge of Allegiance
3. Motion to set a new meeting date for the Town Budget Meeting and Referendum
 - D. Bates made a motion to Motion to move proposed budget from the BOF of \$15,636,525.00 to a town meeting to be held on Thursday, September 8th at 6:30pm at Colchester Town Hall, 127 Norwich Avenue, Colchester, CT. And to referendum to be held on Tuesday, September 20th, from 6:00am to 8:00pm at Colchester Town Hall, 127 Norwich Ave, Colchester, Ct. 2nd by J. LaChapelle.
 - Motion failed 2-1 with J. LaChapelle and D. Turner against. D. Bates in favor.
4. Adjourn – Meeting adjourned at 6:52 pm

Meeting Notes provided by D. Bates on 8/29/22

Submitted by A. Bisbikos

RECEIVED
TOWN OF COLCHESTER, CT
2022 AUG 30 AM 9:44
Andreas Bisbikos
First Selectman
TOWN OF COLCHESTER, CT

Code Administration
Building Official
Fire Marshal
Wetlands Enforcement



Planning and Zoning
Planning Director
Zoning Enforcement
Town Engineer

August 9, 2022

To: Colchester Board of Selectmen,

From: Salvatore Tassone P.E – Town Engineer

Re: Planning and Zoning Submission Re-Subdivision Lots 5-10 Jordan Alley, proposed 24 unit Residential Community, 347 Cabin Road – Colchester, Connecticut, prepared for Niantic Bay Group, LLC, by Fedus Engineering, LLC, dated November 29, 2021., latest revision 1/27/22

The owner of the referenced subdivision is requesting a bond reduction. The Town is currently holding a public improvements Subdivision Bond No. SUR0000250 from Frankenmuth Mutual Insurance Company in the amount of \$213,575.17.

As of August 9, 2022, the remaining incomplete public improvements (exclusive of the erosion and sediment controls which are bonded separately), have a total value of \$101,677.68. It is therefore recommended that the current bond amount be reduced by \$111,897.49 leaving a bond balance of **\$101,677.68**.

RECOMMENDED MOTION:

Motion that the Town of Colchester reduce Frankenmuth Mutual Insurance Company Subdivision Bond NO. SUR0000250 from \$213,575.17 to \$101,677.68 as recommended by the Town Engineer.

C-PACE PARTIAL RELEASE AGREEMENT

THIS C-PACE PARTIAL RELEASE AGREEMENT (the “Agreement”) is made and entered into as of March 1, 2022 (the “Effective Date”), by and between **CITY/TOWN OF COLCHESTER** a municipal corporation organized and existing under the laws of the State of Connecticut (the “Municipality”), and the **CONNECTICUT GREEN BANK, F/K/A CLEAN ENERGY FINANCE AND INVESTMENT AUTHORITY**, a quasi-public agency of the State of Connecticut, having its business address at 75 Charter Oak Ave, Suite 1 – 103, Hartford, CT 06106 (the “Green Bank”).

RECITALS

WHEREAS, Municipality and Green Bank entered into that certain Commercial Property Assessed Clean Energy (“C-PACE”) Agreement dated 3/31/2021 (as may be amended, the “C-PACE Agreement”) pursuant to section 16a-40g of the Connecticut General Statutes (the “C-PACE Statute”) associated with the administration of the clean energy program authorized under the C-PACE Statute (the “C-PACE Program”).

WHEREAS, pursuant to the C-PACE Statute, Green Bank is the statewide administrator of the C-PACE Program and, among other things, establishes the program guidelines for the C-PACE Program (the “C-PACE Guidelines”);

WHEREAS, Green Bank has amended the C-PACE Guidelines to permit billing and collection of all C-PACE Program benefit assessment liens by the Green Bank;

WHEREAS, Green Bank and Municipality desire to release the Municipality of certain billing and collections obligations under the C-PACE Agreement to facilitate the billing and collection of benefit assessment liens by Green Bank, in accordance with the C-PACE Guidelines.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein, it is hereby agreed as follows:

1. **Defined Terms**. All capitalized terms used in this Agreement and not otherwise defined shall have the respective meanings set forth in the C-PACE Agreement.
2. **Release of Certain Billing and Collection Obligations**. As of the Effective Date, Green Bank shall be deemed to have released Municipality from liability for all billing and collection covenants and obligations set forth in Section 3(e) and Section 3(f)(1) of the C-PACE Agreement with respect to any Benefit Assessment Liens recorded by the Municipality prior to and after the Effective Date (the “Released Obligations”). Such Released Obligations shall not, however, include the obligation of Municipality to pay to Green Bank any funds received, due to error or any other reason, which Municipality knows or has reason to believe are associated with a Benefit Assessment Lien, no later than thirty days after the month that such funds are received.

3. **Release of Annual Fee Obligation.** After the Municipality receives the Annual Fee for the fiscal year 2021, Municipality shall be deemed to have released Green Bank from the obligation to make any future Annual Fee payment to Municipality. Such release shall not, however, include the obligation of Green Bank to cover the Municipality's out of pocket costs and expenses in discharging its duties under the C-PACE Agreement in accordance with Section 3(g) thereof.
4. **Counterparts.** This Agreement may be executed in any number of counterparts (by facsimile or other electronic transmissions), each of which shall be deemed to be an original, and all of which together shall constitute but one and the same instrument.
5. **Amendment and Waivers.** Any amendment to or waiver of any provision of this Agreement must be in writing and mutually agreed to by the Green Bank and the Municipality.
6. **Entire Agreement.** This instrument constitutes the entire agreement between the parties and supersedes all previous discussions, understandings and agreements between the parties relating to the subject matter of this Agreement.

[signature page follows]

IN WITNESS WHEREOF, Municipality and Green Bank have each caused this Agreement to be executed and delivered as of the date indicated above:

CITY/TOWN OF COLCHESTER

By: _____
Name:
Title:

CONNECTICUT GREEN BANK

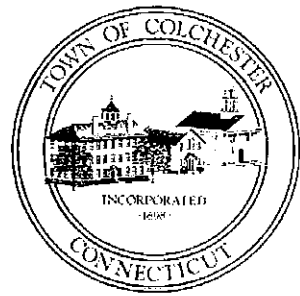
By: _____
Name: Bryan T. Garcia
Title: President and CEO

JOB DESCRIPTION

Job Title: Accountant
Classification: Full Time, Non-exempt
Supervises:

Non-Union

Department: Finance
Reports to: Finance Director
Reviewed: June 2022



SUMMARY

The Finance Department is responsible for maintaining all budget, accounts and financial records of the Town. This is a highly responsible position requiring strong financial management and analytical skills. This position performance of a wide variety of professional accounting and financial control functions for the Town Finance Department.

QUALIFICATIONS, KNOWLEDGE, SKILLS AND ABILITIES REQUIRED

- Practices and procedures used in governmental accounting, including GAAP.
- Relevant CT General Statutes regarding Town finances.
- Federal and State financial reporting requirements.
- Town of Colchester Charter and ordinances.
- Public administration principles and practices relevant to financial administration.
- Perform moderately difficult manipulative skills and skills which require hand-eye coordination, such as using a calculator.
- Must have strong verbal and written communications skills required with considerable emphasis on customer service.
- Bachelor's degree in Accounting/Finance, Business or Public Administration or a related field from an accredited college or university.
- At least three (3) years of progressive experience in public or governmental accounting OR an equivalent combination of training and experience.
- Valid driver's license and vehicle to provide own transportation.
- The ability to pass a background check.

PHYSICAL REQUIREMENTS WITH OR WITHOUT A REASONABLE ACCOMMODATION

- Ability to operate typical equipment found in an office environment such as copier, fax, telephone, computer, calculator etc.
- Occasionally lift, carry and move parcels weighing up to 25 lbs.
- Bend, stretch, reach and stoop.

MENTAL REQUIREMENTS WITH OR WITHOUT A REASONABLE ACCOMMODATION

- Concentrate on fine details with constant interruption.
- Remember multiple tasks that may be assigned to self and others over long periods.
- Understand the theories behind several related concepts.



JOB DESCRIPTION

Job Title: Accountant
Classification: Full Time, Non-exempt
Supervises:

Non-Union

Department: Finance
Reports to: Finance Director
Reviewed: June 2022

ESSENTIAL FUNCTIONS AND RESPONSIBILITIES

- Serves as custodian of the general ledger and subsidiary ledger for all funds.
- Performs internal audit of departmental operations including revenues and expenditures.
- Prepares a variety of financial reports, including monthly, quarterly and annual reports for all funds. Compiles and records journal entries. Assists the Finance Director and External Auditor in the preparation of year-end financial reports in accordance with Generally Accepted Accounting Principles (GAAP).
- Assists Finance Director in development of annual budget.
- Assists in compilation and analysis of health insurance self-insurance funds.
- Maintains accounting and management controls of expenditures and revenues for all funds.
- Analyzes and monitors monthly expenditures for all funds, including grant funds and assists Finance Director with budget projections as may be required.
- Prepares and/or reviews various grant reports as required by Federal/State/Local grantor agencies.
- Assists in coordination of program operations and goals with departments and governmental agencies at all levels. Recommends changes and enhancements to the Finance Director for efficiency of operations.
- Performs additional duties/tasks as may be directed by the Finance Director.

The above duties describe the most significant duties performed and are not to be considered a detailed description of every duty of the position. Other occasional and related duties may be assigned.

KEY COMPETENCIES

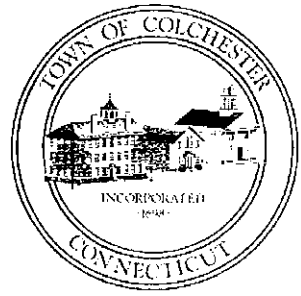
- Recommend and administer policies and procedures including planning, financial management, report development and writing.
- Analyze financial statements and budget reports and develop projections.
- Establish and maintain working relationship with employees, department heads, administrators, elected and appointed officials, other Federal/State/Local government agencies, vendors and service providers.
- Work with Munis (financial management system) and Microsoft Office Suite.

JOB DESCRIPTION

Job Title: Accountant
Classification: Full Time, Non-exempt
Supervises:

Non-Union

Department: Finance
Reports to: Finance Director
Reviewed: June 2022



WORK ENVIRONMENT

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

Employee Signature

Date

Contract Terms & Conditions

Buyer: Town of Colchester
127 Norwich Ave, Suite 203
Colchester, CT 06415

Seller: Dime Oil Co LLC
93 Industry Lane
Waterbury, CT 06704

This agreement dated August 26, 2022, by and between Dime Oil Co LLC ("seller") and the Town of Colchester ("buyer") is subject to the Terms and Conditions listed herein, and Seller agrees to sell to Buyer, and Buyer agrees to purchase and receive from Seller, the following quantities of the following Product(s), under the Payment Terms, during the Delivery Period of August 27, 2022 to June 30, 2023, and at the Price(s), and Delivery Location(s) with their respective individual allocations specified below.

Location	Address	Product	Price	Allocation
Highway Department	300 Old Hartford Rd	87 Oct Gas	\$2.9928	25,000
Total 87 Octane Gasoline Purchased:				25,000

Payment Terms: Net 30 Days.

1. **Taxes:** All prices are exclusive of taxes. Currently, the following taxes are applicable to fuel oil purchases by municipalities. The NORA (National Oilheat Research Alliance) Assessment of \$0.0020 cents per gallon applies to purchases of fuel oil used for heating. The LUST tax (Leaking Underground Storage Tank) at \$0.0010 cents per gallon and the Spill Recovery fee of \$0.0021 both apply to #2 Heating Oil, Diesel Fuel and Gasoline. The CT Gross Receipts tax, currently only applicable on gasoline, is at an effective rate of 8.814% of the total sale. Any tax, or governmental charge or increase thereof now due or hereafter imposed and assessed to Dime Oil thereof due to purchasing, selling, or delivering the product such as, but not limited to Sales Tax, Use Tax, Excise Tax, Gross Receipts Tax, and Superfund Tax, may at Dime Oil Companies option, be added to the purchase price. The Town of Colchester shall provide federal and state tax identification numbers and shall complete exemption certificates before the commencement of this contract.
2. Dime Oil reserves the right to refuse delivery to any tank and/or location, which, in its sole discretion is deemed unsafe by an employee of Dime Oil. Deliveries will only resume once the problem is resolved, and the tank is again deemed safe for delivery.
3. **Payment:** Payment terms are net 30 days. If payments are received later than 30 days from the date of delivery, finance charges may be assessed at a rate of 1% per month plus collection fees if necessary. In the event payment is not received from the Town of Colchester in accordance with the terms provided herein, payment in full of any obligations of Buyer to Seller shall be given by Buyer before further deliveries are made. The Town of Colchester hereunder shall give Seller upon requesting advance payment or security satisfactory to Seller if payments are not made within the specified terms listed above and Seller may withhold deliveries until such payment or security is received.
4. If a location on "will call" status (non-automatic), should either require a same day delivery, or requests a delivery scheduled outside of our normal working hours, Dime Oil reserves the right to add a surcharge for the cost of providing an emergency delivery if one is requested.
5. **Delivery:** Diesel fuel and gasoline purchases will be delivered in approximately equal amounts prorated over contract periods. Fixed price on Heating Oil will remain in effect at the established price per gallon ratable per month by degree day for the individual delivery location for all product up to the contract amount during the period of August 27, 2022 through June 30, 2023. Buyer will be granted a +0% variance in allocation overage for the delivery period specified and a -2% for gallons not consumed.
6. Buyer agrees to pay Seller the price established above for the indicated delivery location for all products up to the contract or allocation amount. If gallons actually purchased exceed 100% of gallons allocated for the respective delivery location as listed above, the Seller reserves the right to offer one or all of the following options:
 - a. All overage will be billed at a differential price of .0989 per gallon plus the New Haven average quotation for Reseller Rack Prices as published daily in the Oil Price Information Service "OPIS" for the date of delivery.
 - b. Extend the fixed price contract at the same terms and conditions.
 - c. Renegotiate a fixed price based on the current market conditions.

If gallons actually purchased are less than 98% of gallons allocated for the respective delivery location as listed above, the Seller reserves the right to offer one or all of the following options:

 - a. Extend the fixed price contract at the same terms and conditions until the actual gallons used are at least 98% of the respective quantities allocated above.

- b. Terminate the contract.
 - c. Buyer will purchase the quantity not used at the price per gallon quoted in the bid. Seller shall have no obligation to deliver the actual volume not consumed by purchaser within the contract period.
 - d. If the buyer fails to consume the un-lifted volume, the Town of Colchester will pay Dime Oil Company reasonable liquidated damages for such deficient lifting's. This fee shall not be construed as a penalty, but a deficiency fee equal to the difference between the aggregate purchase price for the un-lifted volume and the lowest OPIS posting for the month(s) with un-lifted volumes. Dime Oil Co shall not be entitled to any amounts from buyer if the lowest OPIS posting is greater than the fixed price contract rate per gallon.
7. Force Majeure: Seller shall not be responsible for damages caused by delay or failure to perform, in whole or in part, hereunder or noncompliance with any of the terms hereof when such delay, failure or noncompliance is attributable to acts of God, strikes, lockouts, fires, floods, storms, explosions, embargoes, acts or compliance with requests of any governmental authority without regard to legal validity, war conditions, acts of terrorism, accidents, delays in transportation, any allocation program or rationing or priorities in effect pursuant to governmental direction or request or instituted in cooperation with any governmental authority, or other cause beyond control of the Seller whether or not similar to those enumerated.
 8. The Town of Colchester is required to give Dime Oil Company notice of changes to tank sizes, removal of tanks, and/ or construction near where tanks are to be serviced. If quantities used at listed locations should change drastically where it would greatly impact the scope of the contract it may be subject to additional delivery fees. Demurrage charges may also be assessed should a driver be delayed or unable to make a delivery due to snow, ice, parked vehicles or debris near or covering the fill area.
 9. End of Year Deliveries: By initialing below the Town of Colchester must specify if they will require their fuel oil tanks topped off to approximately 90% of capacity during the month(s) of May and or June. This information is necessary so that we may secure sufficient quantities of heating oil and or diesel fuel for May and or June 2023 at the contract price per gallon. If no response is indicated below regarding this matter prior to purchases for this contract it will be assumed that May and June fuel will be purchased according to either a degree day heat curve for #2 heating oil or for diesel and gas it would be your average monthly allotment. Degree day heat curve is defined as 4% of your total allotment for May and 2% of your total allotment for June. Average Monthly allotment is defined as 10% of your total allotment for May and 6% of your total allotment for June.
 10. Fixed price contracts reflect market conditions at time of order. These prices are based on the New York Mercantile Exchange or NYMEX. Prices on the NYMEX are extremely volatile. Price will remain firm for allocated contract gallons once both the seller and the buyer have signed a copy of this contract.
 11. No delay or omission on the part of the Seller in exercising any right hereunder shall operate as a waiver of such right or of any other right of the Seller, nor shall any delay, omission or waiver on any one occasion(s) be deemed a bar to or waiver of the same or any other right on any future occasion(s) of any portion of this agreement. Other conditions may apply.
 12. Buyer acknowledges that they have had a reasonable opportunity to read and have read and understood the terms and conditions of this Agreement.

Acceptance of Contract Terms and Conditions

Buyer: Town of Colchester

Seller: Dime Oil Co LLC

Signature: _____

Signature: 

Title: _____

Title: Manager

Name: _____

Name: Tracy Cyr

Date: _____

Date: August 26, 2022

APPENDIX A
SCOPE OF WORK

Description: This grant will fund the design and construction of a bike and pedestrian trail by the Town of Colchester to connect the Richard Goodwin trail system to the Air Line State Park trail system, resulting in a 90+ mile long continuous trail network.

- 1. Deliverables:** The Town of Colchester (the Contractor) will construct a “Link Trail” with a total length of approximately 5,700 linear feet. The project will include: widening/reconstruction of a section of Cemetery Road; the installation of ADA sidewalk ramps at the crosswalks; signage on each side of the crosswalks on Route 16 (a.k.a. Middletown Road), Route 149 (Westchester Road), Cemetery Road and Church Street; and the installation of crossing signage and markings at both road crossings in accordance with the pedestrian road crossing standards by the Connecticut Department of Transportation.
- 2. Budget:** Eligible project costs will be reimbursed in accordance with the following budget and associated tasks. Budgetary adjustments will require written approval by the Department of Energy and Environmental Protection’s (DEEP) Trails and Greenways Program Coordinator (TPC). The Contractor shall notify the DEEP TPC in writing requesting approval of budgetary adjustments between tasks including use of project reserves and contingency. All eligible project costs will be reimbursed at a rate of 80%, not to exceed task totals. The Contractor shall adhere to the Project task/budget list below:

Colchester Cemetery Road/Church Street Connecticut Trail		
Task 1	Site Design: Secure local permits	\$2,000.00
Task 2	Construction: Install sidewalks on Route 16 & 149 (ramps, signage and pavement markings), install local road signage, pavement markings and file as-built.	\$60,980.00
Project Total		\$62,980.00
Local Match		\$9,949.35
State Grant		39,822.80

- 3. Acknowledgement of Funding:** Any publication or sign produced or distributed or any publicity conducted in association with this Contract must provide credit to the Connecticut Bikeway, Pedestrian Walkway, Recreational Trail and Greenway Grant Program. This program should be referenced as “The Connecticut Recreational Trails Program”.
- 4. Match Requirements:** The Contractor agrees to provide to the Commissioner, documentation that it has provided not less than twenty percent (20%) of the project cost as matching contribution. Match documentation may be submitted with each monthly invoice (Appendix C). Matching contribution shall be in the form of cash contributions towards construction contracts, in-kind labor and/or equipment, equipment lease/rental or material purchase or donation above and beyond the grant amount. In-kind labor shall be defined as the prevailing wage as determined by the U.S. Department of Labor. No fringe or indirect cost shall be added to in-kind labor. Equipment shall be credited at the rate allowable by the current Federal Emergency Management Agency (FEMA).

29. Interpretation. The Contract contains numerous references to statutes and regulations. For purposes of interpretation, conflict resolution and otherwise, the content of those statutes and regulations shall govern over the content of the reference in the Contract to those statutes and regulations.

- adequate to ensure that expenditures under this Contract are for allowable purposes and that documentation is readily available to verify that such charges are accurate.
18. Assignability. The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Commissioner thereto: provided, however, that claims for money due or to become due the Contractor from the Commissioner under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Commissioner.
 19. Third Party Participation. The Contractor may make sub-awards, using either its own competitive selection process or the values established in the state's competitive selection process as outlined in DAS General Letter 71, whichever is more restrictive, to conduct any of the tasks in the Scope of Work contained in Appendix A. The Contractor shall advise the Commissioner of the proposed sub-awardee and the amount allocated, at least two (2) weeks prior to the making of such awards. The Commissioner reserves the right to disapprove such awards if they appear to be inconsistent with the program activities to be conducted under this grant. As required by Sec. 46a-68j-23 of the Connecticut Regulations of State Agencies the Contractor must make a good faith effort, based upon the availability of minority business enterprises in the labor market area, to award a reasonable proportion of all subcontracts to such enterprises. When minority business enterprises are selected, the Contractor shall provide DEEP with a copy of the Affidavit for Certification of Subcontractors as Minority Business Enterprises (MBE) along with a copy of the purchase order or contract engaging the Subcontractor. The Contractor shall be the sole point of contact concerning the management of the Contract, including performance and payment issues. The Contractor is solely and completely responsible for adherence by any subcontractor to all the applicable provisions of the Contract.
 20. Set Aside. State agencies are subject to the requirements of CGS sec. 4a-60g. Unless otherwise specified by the invitation to bid, general contractors intending to subcontract any portion of work under this Contract shall subcontract 25% of the total contract value to small contractors certified by the Department of Administrative Services (DAS) and are further required to subcontract 25% of that 25% to minority and women small contractors certified as minority business enterprises by DAS. Selected general contractors that are certified by DAS as small contractors, minority business enterprises, or both are excused from this requirement but must comply with CGS sec. 4a-60g(e) and complete a minimum of 30% of the work by dollar value with their own workforces and ensure at least 50% of the work overall by dollar value is completed by contractors or subcontractors certified as small contractors or minority business enterprises by DAS.
 21. Procurement of Materials and Supplies. The Contractor may use its own procurement procedures which reflect applicable State and local law, rules and regulations provided that procurement of tangible personal property having a useful life of more than one year and an acquisition cost of one thousand dollars (\$1,000.00) or more per unit be approved by the Commissioner before acquisition.
 22. Americans with Disabilities Act. The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 ("Act"), to the extent applicable, during the term of the Contract. The DEEP may cancel the Contract if the Contractor fails to comply with the Act.
 23. Affirmative Action and Sexual Harassment Policies. The Contractor agrees to comply with the Departments Affirmative Action and Sexual Harassment Policies available on DEEP's web site. Hard copies of the policy statements are available upon request at DEEP.
 24. Breach. If either Party breaches the Contract in any respect, the non-breaching Party shall provide written notice of the breach to the breaching Party and afford the breaching Party an opportunity to cure within ten (10) days from the date that the breaching Party receives the notice. In the case of a Contractor breach, any other time period which the Agency sets forth in the notice shall trump the ten (10) days. The right to cure period shall be extended if the non-breaching Party is satisfied that the breaching Party is making a good faith effort to cure but the nature of the breach is such that it cannot be cured within the right to cure period. The notice may include an effective Contract Termination date if the breach is not cured by the stated date and, unless otherwise modified by the non-breaching Party in writing prior to the Termination date; no further action shall be required of any Party to effect the Termination as of the stated date. If the notice does not set forth an effective Contract Termination date; then the non-breaching Party may Terminate the Contract by giving the breaching Party no less than twenty-four (24) hours' prior written notice. If the Agency believes that the Contractor has not performed according to the Contract, the Agency may withhold payment in whole or in part pending resolution of the Performance issue, provided that the Agency notifies the Contractor in writing prior to the date that the payment would have been due.
 25. Severability. If any term or provision of the Contract or its application to any person, entity or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder of the Contract or the application of such term or provision shall not be affected as to persons, entities or circumstances other than those as to whom or to which it is held to be invalid or unenforceable. Each remaining term and provision of the Contract shall be valid and enforced to the fullest extent possible by law.
 26. Contractor Guarantee. The Contractor shall: perform the Contract in accordance with the specifications and terms and conditions of the Scope of Work, furnish adequate protection from damage for all work and to repair any damage of any kind, for which he or his workmen are responsible, to the premises or equipment, to his own work or to the work of other contractors; pay for all permits, licenses, and fees, and to give all notices and comply with all laws, ordinances, rules and regulations of the city and the State.
 27. Force Majeure. The Parties shall not be excused from their obligation to perform in accordance with the Contract except in the case of Force Majeure events and as otherwise provided for in the Contract. A Force Majeure event materially affects the cost of the Goods or Services or the time schedule for performance and is outside the control nor caused by the Parties. In the case of any such exception, the nonperforming Party shall give immediate written notice to the other, explaining the cause and probable duration of any such nonperformance.
 28. Entirety of Contract. The Contract is the entire agreement between the Parties with respect to its subject matter, and supersedes all prior agreements, proposals, offers, counteroffers and understandings of the Parties, whether written or oral. The Contract has been entered into after full investigation, neither Party relying upon any statement or representation by the other unless such statement or representation is specifically embodied in the Contract.

- (2) Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
 - (3) A process for reviewing policies and security measures at least annually;
 - (4) Creating secure access controls to Confidential Information, including but not limited to passwords; and
 - (5) Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.
- (c) The Contractor and Contractor Parties shall notify the Agency and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Agency and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from the Agency, any State of Connecticut entity or any affected individuals.
- (d) The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.
- (e) Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to HIPAA or the provisions of this Contract concerning the obligations of the Contractor as a Business Associate of Covered Entity.
11. Executive Orders and Other Enactments.
- (a) All references in this Contract to any Federal, State, or local law, statute, public or special act, executive order, ordinance, regulation or code (collectively, "Enactments") shall mean Enactments that apply to the Contract at any time during its term, or that may be made applicable to the Contract during its term. This Contract shall always be read and interpreted in accordance with the latest applicable wording and requirements of the Enactments. At the Contractor's request, the Client Agency shall provide a copy of these Enactments to the Contractor. Unless otherwise provided by Enactments, the Contractor is not relieved of its obligation to perform under this Contract if it chooses to contest the applicability of the Enactments or the Client Agency's authority to require compliance with the Enactments.
 - (b) This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of this Contract as if they had been fully set forth in it.
 - (c) This Contract may be subject to (1) Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services; (2) Executive Order No. 61 of Governor Dannel P. Malloy promulgated December 13, 2017 concerning the Policy for the Management of State Information Technology Projects, as issued by the Office of Policy and Management, Policy ID IT-SDLC-17-04; and (3) Executive Order Nos. 13F and 13G of Governor Ned Lamont, promulgated September 3, 2021 and September 10, 2021, respectively, concerning protection of public health and safety during COVID-19 pandemic, as extended by Executive Order No. 14A of Governor Ned Lamont, promulgated September 30, 2021. If any of the Executive Orders referenced in this subsection is applicable, it is deemed to be incorporated into and made a part of this Contract as if fully set forth in it.
12. Antitrust Provision. Contractor hereby irrevocably assigns to the State of Connecticut all rights, title and interest in and to all Claims associated with this Contract that Contractor now has or may or will have and that arise under the antitrust laws of the United States, 15 USC Section 1, *et seq.* and the antitrust laws of the State of Connecticut, Connecticut General Statute § 35-24, *et seq.*, including but not limited to any and all Claims for overcharges. This assignment shall become valid and effective immediately upon the accrual of a Claim without any further action or acknowledgment by the parties.
13. State Liability. The State of Connecticut shall assume no liability for payment for services under the terms of this agreement until the contractor is notified that this agreement has been accepted by the contracting agency and, if applicable, approved by the Office of Policy and Management (OPM) or the Department of Administrative Services (DAS) and by the Attorney General of the State of Connecticut.
14. Distribution of Materials. The Contractor shall obtain written approval from the Commissioner prior to the distribution or publication of any materials prepared under the terms of this Contract. Such approval shall not be unreasonably withheld.
15. Change in Principal Project Staff. Any changes in the principal project staff must be requested in writing and approved in writing by the Commissioner at the Commissioner's sole discretion. In the event of any unapproved change in principal project staff, the Commissioner may, in the Commissioner's sole discretion, terminate this Contract.
16. Further Assurances. The Parties shall provide such information, execute and deliver any instruments and documents and take such other actions as may be necessary or reasonably requested by the other Party which are not inconsistent with the provisions of this Contract and which do not involve the vesting of rights or assumption of obligations other than those provided for in the Contract, in order to give full effect to the Contract and to carry out the intent of the Contract.
17. Recording and Documentation of Receipts and Expenditures. Accounting procedures must provide for accurate and timely recording of receipt of funds by source, expenditures made from such funds, and of unexpended balances. Controls must be established which are

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 or 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 confidentiality of any part of or all of the Contractor's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopied compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance.

- (b) The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any other person or entity acting under the direct control or supervision of the State.
 - (c) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.
 - (d) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.
 - (e) The Contractor 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. The Contractor shall cause the State to be named as an additional insured on the policy and shall provide (1) a certificate of insurance, (2) the declaration page and (3) the additional insured endorsement to the policy to the State and the Agency all in an electronic format acceptable to the State prior to the Effective Date of the Contract evidencing that the State is an additional insured. The Contractor shall not begin Performance until the delivery of these three documents to the Agency. Contractor shall provide an annual electronic update of the three documents to the Agency and the State on or before each anniversary of the Effective Date during the Contract term. State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that State is contributorily negligent.
 - (f) This section shall survive the Termination of the Contract and shall not be limited by reason of any insurance coverage.
7. Sovereign Immunity. The parties acknowledge and agree that nothing in the Solicitation or the Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Contract. To the extent that this section conflicts with any other section, this section shall govern.
8. Campaign Contribution Restriction. For all State contracts, defined in section 9-612 of the Connecticut General Statutes as having a value in a calendar year of \$50,000 or more, or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Contract represent that they have received the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice.
9. Confidential Information. The Agency will afford due regard to the Contractor's request for the protection of proprietary or confidential information which the Agency receives. However, all materials associated with the Bid and the Contract are subject to the terms of the Connecticut Freedom of Information Act ("FOIA") and all corresponding rules, regulations and interpretations. In making such a request, the Contractor may not merely state generally that the materials are proprietary or confidential in nature and not, therefore, subject to release to third parties. Those particular sentences, paragraphs, pages or sections that the Contractor believes are exempt from disclosure under the FOIA must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exemption consistent with the FOIA must accompany the request. The rationale and explanation must be stated in terms of the prospective harm to the competitive position of the Contractor that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the FOIA. To the extent that any other provision or part of the Contract, especially including the Bid, the Records and the specifications, conflicts or is in any way inconsistent with this section, this section controls and shall apply and the conflicting provision or part shall not be given effect. If the Contractor indicates that certain documentation is submitted in confidence, by specifically and clearly marking said documentation as "CONFIDENTIAL," the Agency will endeavor to keep said information confidential to the extent permitted by law. The Agency, however, has no obligation to initiate, prosecute or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information that is sought pursuant to a FOIA request. The Contractor shall have the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. In no event shall the Agency or the State have any liability for the disclosure of any documents or information in its possession which the Agency believes are required to be disclosed pursuant to the FOIA or other requirements of law.
10. Protection of Confidential Information.
- (a) Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.
 - (b) Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the Agency or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:
 - (1) A security policy for employees related to the storage, access and transportation of data containing Confidential Information;

determination that the Contractor has breached the Contract, Terminate the Contract in accordance with the provisions in the Breach section of this Contract.

- (c) The Agency shall send the notice of Termination via certified mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to the Agency for purposes of correspondence, or by hand delivery. Upon receiving the notice from the Agency, the Contractor shall immediately discontinue all services affected in accordance with the notice, undertake all commercially reasonable efforts to mitigate any losses or damages, and deliver to the Agency all Records. The Records are deemed to be the property of the Agency and the Contractor shall deliver them to the Agency no later than thirty (30) days after the Termination of the Contract or fifteen (15) days after the Contractor receives a written request from the Agency for the Records. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.
 - (d) Upon receipt of a written notice of Termination from the Agency, the Contractor shall cease operations as the Agency directs in the notice, and take all actions that are necessary or appropriate, or that the Agency may reasonably direct, for the protection, and preservation of the Goods and any other property. Except for any work which the Agency directs the Contractor to Perform in the notice prior to the effective date of Termination, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.
 - (e) The Agency shall, within forty-five (45) days of the effective date of Termination, reimburse the Contractor for its Performance rendered and accepted by the Agency, in addition to all actual and reasonable costs incurred after Termination in completing those portions of the Performance which the notice required the Contractor to complete. However, the Contractor is not entitled to receive and the Agency is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by the Agency, the Contractor shall assign to the Agency, or any replacement contractor which the Agency designates, all subcontracts, purchase orders and other commitments, deliver to the Agency all Records and other information pertaining to its Performance, and remove from State premises, whether leased or owned, all of Contractor's property, equipment, waste material and rubbish related to its Performance, all as the Agency may request.
 - (f) For breach or violation of any of the provisions in the section concerning Representations and Warranties, the Agency may Terminate the Contract in accordance with its terms and revoke any consents to assignments given as if the assignments had never been requested or consented to, without liability to the Contractor or Contractor Parties or any third party.
 - (g) Upon Termination of the Contract, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the sections which survive Termination. All representations, warranties, agreements and rights of the parties under the Contract shall survive such Termination to the extent not otherwise limited in the Contract and without each one of them having to be specifically mentioned in the Contract.
 - (h) Termination of the Contract pursuant to this section shall not be deemed to be a breach of contract by the Agency.
5. Tangible Personal Property.
- (a) The Contractor on its behalf and on behalf of its Affiliates, as defined below, shall comply with the provisions of Conn. Gen. Stat. §12-411b, as follows:
 - (1) For the term of the Contract, the Contractor and its Affiliates shall collect and remit to the State of Connecticut, Department of Revenue Services, any Connecticut use tax due under the provisions of Chapter 219 of the Connecticut General Statutes for items of tangible personal property sold by the Contractor or by any of its Affiliates in the same manner as if the Contractor and such Affiliates were engaged in the business of selling tangible personal property for use in Connecticut and had sufficient nexus under the provisions of Chapter 219 to be required to collect Connecticut use tax;
 - (2) A customer's payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax;
 - (3) The Contractor and its Affiliates shall remit all use taxes they collect from customers on or before the due date specified in the Contract, which may not be later than the last day of the month next succeeding the end of a calendar quarter or other tax collection period during which the tax was collected;
 - (4) The Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and
 - (5) Any Contractor or Affiliate who fails to remit use taxes collected on behalf of its customers by the due date specified in the Contract shall be subject to the interest and penalties provided for persons required to collect sales tax under chapter 219 of the general statutes.
 - (b) For purposes of this section of the Contract, the word "Affiliate" means any person, as defined in section 12-1 of the general statutes, which controls, is controlled by, or is under common control with another person. A person controls another person if the person owns, directly or indirectly, more than ten per cent of the voting securities of the other person. The word "voting security" means a security that confers upon the holder the right to vote for the election of members of the board of directors or similar governing body of the business, or that is convertible into, or entitles the holder to receive, upon its exercise, a security that confers such a right to vote. "Voting security" includes a general partnership interest.
 - (c) The Contractor represents and warrants that each of its Affiliates has vested in the Contractor plenary authority to so bind the Affiliates in any agreement with the State of Connecticut. The Contractor on its own behalf and on behalf of its Affiliates shall also provide, no later than 30 days after receiving a request by the State's contracting authority, such information as the State may require to ensure, in the State's sole determination, compliance with the provisions of Chapter 219 of the Connecticut General Statutes, including, but not limited to, §12-411b.

6. Indemnification.

- (a) The Contractor 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

1. Definitions:

- (a) State. The State of Connecticut, including the Department of Energy and Environmental Protection and any office, department, board, council, commission, institution or other agency of the State.
- (b) Commissioner. The Commissioner of Energy and Environmental Protection or the Commissioner's designated agent.
- (c) Parties. The Department of Energy and Environmental Protection (DEEP or Agency) and the Contractor.
- (d) Contractor Parties. Contractor Parties shall be defined as a Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract and the Contractor intends for such other person or entity to Perform under the Contract in any capacity. To the extent that any Contractor Party is to participate or Perform in any way, directly or indirectly in connection with the Contract, any reference in the Contract to the "Contractor" shall also be deemed to include "Contractor Parties", as if such reference had originally specifically included "Contractor Parties" since it is the Parties' intent for the terms "Contractor Parties" to be vested with the same respective rights and obligations as the terms "Contractor."
- (e) Contract. This agreement, as of its Effective Date, between the Contractor and the State for any or all goods or services as more particularly described in Appendix A.
- (f) Execution. This contract shall be fully executed when it has been signed by authorized representatives of the parties, and if it is for an amount of Twenty-five thousand dollars (\$25,000.00) or more, by the authorized representative of the state Attorney General's office.
- (g) Exhibits. All attachments, appendices or exhibits referred to in and attached to this Contract are incorporated in this Contract by such reference and shall be deemed to be a part of it as if they had been fully set forth in it.
- (h) Records. For the purposes of this Contract, records are defined as all working papers and such other information and materials as may have been accumulated by the Contractor in performing the Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form.
- (i) Confidential Information. Confidential Information shall mean any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that the Department classifies as "confidential" or "restricted." Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.
- (j) Confidential Information Breach. Confidential Information Breach shall mean, generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the client, the Contractor, the Department or State.
- (k) Claim. Claim shall mean, all actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmaturing, contingent, known or unknown, at law or in equity, in any forum.

2. Audit Requirements for Recipients of State Financial Assistance. For purposes of this paragraph, the word "contractor" shall be deemed to mean "nonstate entity," as that term is defined in Section 4-230 of the Connecticut General Statutes. The contractor shall provide for an annual financial audit acceptable to the Agency for any expenditure of state-awarded funds made by the contractor. Such audit shall include management letters and audit recommendations. The State Auditors of Public Accounts shall have access to all records and accounts for the fiscal year(s) in which the award was made. The contractor will comply with federal and state single audit standards as applicable.

3. Forum and Choice of Law. The parties deem the Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

4. Termination.

- (a) Notwithstanding any provisions in this Contract, the Agency, through a duly authorized employee, may Terminate the Contract whenever the Agency makes a written determination that such Termination is in the best interests of the State. The Agency shall notify the Contractor in writing of Termination pursuant to this section, which notice shall specify the effective date of Termination and the extent to which the Contractor must complete its Performance under the Contract prior to such date.
- (b) Notwithstanding any provisions in this Contract, the Agency, through a duly authorized employee, may, after making a written

CHECK ONE:
 GRANT
 PERSONAL SERVICE AGREEMENT

1. THE STATE BUSINESS UNIT AND THE CONTRACTOR AS LISTED BELOW HEREBY ENTER INTO AN AGREEMENT SUBJECT TO THE TERMS AND CONDITIONS STATED HEREIN AND/OR ATTACHED HERETO AND SUBJECT TO THE PROVISIONS OF SECTION 4-98 OF THE CONNECTICUT GENERAL STATUTES AS APPLICABLE.
2. ACCEPTANCE OF THIS CONTRACT IMPLIES CONFORMANCE WITH TERMS AND CONDITIONS SET FORTH BY THE OFFICE OF POLICY AND MANAGEMENT PERSONAL SERVICE AGREEMENT STANDARDS AND PROCEDURES.

(1) <input checked="" type="checkbox"/> ORIGINAL <input type="checkbox"/> AMENDMENT	(2) IDENTIFICATION #s. P.S. 2022-78 P.O.
---	--

CONTRACTOR	(3) CONTRACTOR NAME Town of Colchester	(4) ARE YOU PRESENTLY A STATE EMPLOYEE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
	CONTRACTOR ADDRESS Town Hall, 127 Norwich Avenue, Colchester, CT 06415	
STATE AGENCY	(5) AGENCY NAME AND ADDRESS DEEP - Bureau of Outdoor Recreation, State Parks Division, 79 Elm Street, Hartford, CT 06106-5127	CONTRACTOR FEIN/SSN 06-6001974

CONTRACT PERIOD	(7) DATE (FROM) execution	THROUGH (TO) 12/31/2022	(8) INDICATE <input type="checkbox"/> MASTER AGREEMENT <input type="checkbox"/> CONTRACT AWARD NO. _____ <input checked="" type="checkbox"/> NEITHER
	(9) CONTRACTOR AGREES TO: (Include special provisions - Attach additional blank sheets if necessary.)		

1. Performance: Do, conduct, perform or cause to be performed in a satisfactory and proper manner as determined by the Commissioner of Energy and Environmental Protection, all work described in Appendix A, which is attached hereto and made a part hereof.

Appendix A consists of three pages numbered A-1 through A-3 inclusive.

Page 1 of 7

Standard Terms and Conditions are contained in Pages 2 through 7 and are attached hereto and made a part hereof.

(10) PAYMENT TO BE MADE UNDER THE FOLLOWING SCHEDULE UPON RECEIPT OF PROPERLY EXECUTED AND APPROVED INVOICES.

Cost and Schedule of Payments is attached hereto as Appendix B, and made a part hereof. (Appendix B consists of one-page numbered B-1).

Total Payments Not to Exceed the Maximum Amount of \$39,822.80.

(11) OBLIGATED AMOUNT \$39,822.80											
(12) Amount	(13) Dept	(14) Fund	(15) SID	(16) Program	(17) Project	(18) Activity	(19) Bud Ref	(20) Agency CF 1	(21) Agency CF 2	(22) Account	
\$39,822.80	DEP44321	12052	43314	64002	DEPA00029000503	155005				55050	

An individual entering into a Personal Service Agreement with the State of Connecticut is contracting under a "work-for-hire" arrangement. As such, the individual is an independent contractor, and does not satisfy the characteristics of an employee under the common law rules for determining the employer/employee relationship of Internal Revenue Code Section 3121 (d) (2). Individuals performing services as independent contractors are not employees of the State of Connecticut and are responsible themselves for payment of all State and local income taxes, federal income taxes and Federal Insurance Contribution Act (FICA) taxes.

ACCEPTANCES AND APPROVALS	(23) STATUTORY AUTHORITY CGS Sec. 4-8 as amended; CGS Sec. 22a-6(a)(2) as amended CGS Sec. 7-148(c) as amended (mun. auth.)
(24) CONTRACTOR (OWNER OR AUTHORIZED SIGNATURE)	TITLE DATE
(25) AGENCY (AUTHORIZED OFFICIAL)	TITLE Chief, Bureau of Outdoor Recreation DATE
(26) ATTORNEY GENERAL (APPROVED AS TO FORM)	DATE

DISTRIBUTION: CONTRACTOR AGENCY FUNDS AVAILABLE: _____

5. Publication of Materials: The Contractor must obtain written approval from DEEP's Trails & Greenways Program Coordinator prior to distribution or publication of any printed material prepared under the terms of this Contract.

Unless specifically authorized in writing by the State, on a case by case basis, Contractor shall have no right to use, and shall not use, the name of the State of Connecticut, its officials, agencies, or employees or the seal of the State of Connecticut or its agencies: (1) in any advertising, publicity, promotion; or (2) to express or to imply any endorsement of Contractor's products or services; or (3) to use the name of the State of Connecticut, its officials agencies, or employees or the seal of the State of Connecticut or its agencies in any other manner (whether or not similar to uses prohibited by (1) and (2) above), except only to manufacture and deliver in accordance with this Agreement such items as are hereby contracted for by the State. In no event may the Contractor use the State Seal in any way without the express written consent of the Secretary of State.

6. ADA Publication Statement:

For all public notices printed in newspapers, the following ADA and Title VI Publication Statement should be used:

The Connecticut Department of Energy and Environmental Protection is an Affirmative Action and Equal Opportunity Employer that is committed to complying with the Americans with Disabilities Act. To request an accommodation contact us at (860) 418-5910 or deep.accommodations@ct.gov

If there is not a meeting or event associated with the material(s) being published, the following ADA and Title VI Publication Statement should be used:

The Connecticut Department of Energy and Environmental Protection is an Affirmative Action/Equal Opportunity Employer that is committed to complying with the requirements of the Americans with Disabilities Act. Please contact us at (860) 418-5910 or deep.accommodations@ct.gov if you: have a disability and need a communication aid or service; have limited proficiency in English and may need information in another language; or if you wish to file an ADA or Title VI discrimination complaint.

If the material(s) being published have a meeting or event associated with them, the following ADA and Title VI Publication Statement should be used:

The Connecticut Department of Energy and Environmental Protection is an Affirmative Action/Equal Opportunity Employer that is committed to complying with the requirements of the Americans with Disabilities Act. Please contact us at (860) 418-5910 or deep.accommodations@ct.gov if you: have a disability and need a communication aid or service; have limited proficiency in English and may need information in another language; or if you wish to file an ADA or Title VI discrimination complaint. Any person needing a hearing accommodation may call the State of Connecticut relay number - 711. Requests for accommodations must be made at least two weeks prior to any agency hearing, program or event.

For videos that will be published on the DEEP website, the following ADA and Title VI statement and the following line should be included on the DVD cover and the title page of the video:

The Connecticut Department of Energy and Environmental Protection is an Affirmative Action and Equal Opportunity Employer that is committed to complying with the requirements of the Americans with Disabilities Act. To request an accommodation contact us at (860) 418-5910 or deep.accommodations@ct.gov.

This video with closed captioning is available at www.ct.gov/deep.

7. Submission of Materials: For the purposes of this Contract, all correspondence, summaries, reports, products and extension requests shall be submitted to:

Department of Energy and Environmental Protection
State Parks Division
Laurie Giannotti, Trails & Greenways Program Coordinator
79 Elm Street
Hartford, CT 06106-5127

All **invoices** must include the PO #, PSA #, Project Title, DEEP Bureau/Division name, amount dates and description of services covered by the invoice, and shall be submitted to:

DEEP – Financial Management Division
Accounts Payable
79 Elm Street
Hartford, CT 06106-5127

8. Permits: No work shall commence until all required local, state and federal permits and approvals have been obtained by the Contractor. In addition, the contractor must provide the Connecticut Recreational Trails Program documentation that any threatened and endangered species protections which may have been specified by DEEP's Natural Diversity Database and/or historical or archaeological resource protections which may have been specified by Connecticut State Historic Preservation Office have been implemented.

9. Quarterly Progress Reports: Following Execution of this Contract, the Contractor shall provide quarterly progress reports (Appendix D) of project status to the Connecticut Recreational Trails Program (CRTP) Coordinator once every quarter during the time in which this Contract is in effect.

10. Extensions/Amendments: Formal written amendment of the Contract is required for extensions to the final date of the Contract period and changes to terms and conditions specifically stated in the original Contract and any prior amendments, including but not limited to:

- a. revisions to the maximum Contract payment,
- b. the total unit cost of service,
- c. the contract's objectives, services, or plan,
- d. due dates for reports,
- e. completion of objectives or services, and
- f. any other Contract revisions determined material by DEEP.

If it is anticipated that the project cannot be completed as scheduled, a no-cost extension must be requested in writing no later than 60 days prior to the expiration date of the contract. Said extension request shall include a description of what work has been completed to date, shall document the reason for the extension request, and shall include a revised work schedule and project completion date. If deemed acceptable, approval will be received in the form of a contract amendment.

11. Final Report Requirements: Prior to final reimbursement, the Contractor shall submit to the Connecticut Recreational Trails Program, a Final Report including documentation, satisfactory to the Commissioner, demonstrating that all the elements have been met and with supporting documentation sufficient to demonstrate eligible expenditures. A sample format is attached as Appendix E.

APPENDIX B
SCHEDULE OF PAYMENTS

The maximum amount payable under this Contract is thirty-nine thousand eight hundred twenty-two dollars (\$39,822.80).

The payments by the Commissioner shall allow for use of funds to meet allowable financial obligations incurred in conjunction with this Project, prior to expiration of this Contract, and shall be scheduled as follows provided that the total sum of all payments shall not exceed the maximum Contract amount noted above.

- a. 80% of eligible cost not to exceed \$39,822.80 shall be reimbursed monthly upon execution of the contract and following completion of the Financial Report (Appendix C) upon review and approval of monthly invoices showing work completed and costs thereof, subject to the Commissioner's satisfaction, review and approval.
- b. Final payment shall be issued following completion of this project and the Final Report Requirements (Appendix E) to the Commissioner's satisfaction, review and completion of Scope of Work (Appendix A) have been met. Total sum of all payments shall not exceed total project cost.

APPENDIX C
FINANCIAL REPORT

Contractor Name: _____

PSA#: _____ PO#: _____ Invoice Period: _____

Cash Expenses – Cash transactions refer to any payments made via cash, check, or credit card. Cash transactions also include payroll expenses.

Payment Date	Vendor	Check Number	Total Amount Paid

Total Cost of Cash Expenses: \$ _____

Non-cash services/donation value – Non-cash transactions include donated material goods or volunteer time to provide services in support of this contract activities. Please use additional sheets if necessary.

Date	Description of work completed	Name of volunteer	Hours	Total Contribution (hours x volunteer rate)

Total Costs of Non-cash Expenses: \$ _____

TOTAL Costs (Cash and Non-cash transactions): \$ _____

Reimbursement Amount (equal to the lesser of 80% of Total Costs or Total Cash Expenses): \$ _____

THIS IS YOUR REIMBURSEMENT FORM. Please provide supporting detail for non-cash transactions. Include names of individuals/organizations who donated materials or volunteered time (Please attach documentation for donated materials along with the value) along with the dates the goods/services were received.

Print Name of Preparer: _____ Signature of Preparer: _____ Date: _____

Mail completed Financial Report (and supporting documentation) to:
 Laurie Giannotti
 Department of Energy and Environmental Protection
 Bureau of Outdoor Recreation
 79 Elm Street
 Hartford, CT 60106

APPENDIX D
QUARTERLY PROGRESS REPORT

A. Project Title:

B. Project Number *(PSA # is located in the upper right corner of your contract):*

C. Project Sponsor

D. Web Site Address *(If one exists):*

E. Start Date *(Per your DEEP Contract, lower right corner, #26 the Attorney General's signature date):*

F. End Date *(Per DEEP Contract-3 years from start date or other):*

G. Anticipated Completion Date:

H. Project Objectives:

I. Reporting Period:

J. Accomplishments This Period:

K. Problems Encountered (If any):

L. Percent Completion of Total Project:

M. Activities Planned for Next Quarter:

N. Financial Status:

- **As of:** _____
- **Total Project Budget:** _____
- **Total Match Required:** _____
- **Total Expenditures to date:** _____

O. Reimbursement Requested with This Report? Y N

- **Amount requested this quarter:** _____
- **Documentation for this request sent via** **email or** **mail on date:** ___ / ___ / ___
- **20% match for this request = \$** _____ **documentation for this request is provided** _____ **with this submission or was provided** _____ **previously.**
- **Total matching contribution provided to date:** _____.

APPENDIX E
FINAL REPORT REQUIREMENTS

1. **Submission of Materials:** Please send via email to laurie.Giannotti@ct.gov or mail to:

Laurie Giannotti
Recreational Trails Coordinator
Department of Energy & Environmental Protection
BOR – State Parks Division
79 Elm Street
Hartford, CT 06106-5127

2. **Final Report:** Per your contract with DEEP, final payment shall be reimbursed following completion of the project to the Commissioner's satisfaction, review and approval of a Final Report and associated documentation demonstrating that all the elements of your project have been met. Your final report must include:

- Project Title
- PSA # and contract period
- Amount of Award
- Project Duration: Year(s) and Month(s)
- Project Manager(s) or Team Members
- Accomplishments (should include all items in contract scope)
- Revisions made to original scope of work (if applicable)
- Digital photograph(s) of the completed project
- Digital map of the completed project site (photo of hard copy map is acceptable)

Please email (or mail reports on a CD or other electronic storage device as appropriate) if possible

MEMORANDUM OF AGREEMENT

This Agreement is entered into by and between the Town of Colchester (“Town”) and the Colchester Police Union, Local 2639T, AFSCME Council 4, AFL-CIO (“Union”).

WHEREAS, the Town and Union are parties to a Collective Bargaining Agreement covering the period of July 1, 2020 to June 30, 2024 (“Collective Bargaining Agreement”); and

WHEREAS, the Town and the Union now wish to enter into an Agreement regarding Academy pay for new, non-certified police officers.

NOW THEREFORE, the Town and the Union hereby mutually agree as follows:

1. Upon the hiring of a noncertified recruit, the officer will be sent to academy training prior to returning for field training. During academy training, the recruit will be paid in a salaried position at 40 hours per week. During academy training, the recruit will not be eligible to earn overtime or compensatory time unless approved by the First Selectman or their designee. The recruit will be eligible for mileage reimbursement if a department vehicle is not available for their use. The salary of the recruit will be equivalent to the current annual earnings of a Step 1 Police Officer in the current collective bargaining agreement.
2. The execution of this Agreement shall not be construed as precedent or practice regarding any aspect of the bargaining relationship between the Parties or regarding any aspect of the interpretation of the provisions of the CBA between the Parties, except as that relationship and/or CBA are expressly modified by this Agreement.

The parties have reached this Agreement as of this _____ day of August 2022.

FOR THE TOWN OF COLCHESTER

FOR THE COLCHESTER POLICE
UNION LOCAL #2693T, AMERICAN
FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES,
AFL-CIO

FOR COUNCIL #4, AMERICAN
FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES, AFL-CIO

MEMORANDUM OF AGREEMENT

This Agreement is entered into by and between the Town of Colchester (“Town”) and the Colchester Police Union, Local 2639T, AFSCME Council 4, AFL-CIO (“Union”).

WHEREAS, the Town and Union are parties to a Collective Bargaining Agreement covering the period of July 1, 2020 to June 30, 2024 (“Collective Bargaining Agreement”); and

WHEREAS, the Town and the Union now wish to enter into an Agreement regarding compensatory time.

NOW THEREFORE, the Town and the Union hereby mutually agree as follows:

1. When working an overtime assignment, employees shall have the option of choosing overtime pay at the rate of one- and one-half times the employee’s regular rate of pay for overtime hours worked, or compensatory time at the rate of one and one half times the number of hours worked. Employees shall be eligible to accrue no more than one hundred (100) hours of compensatory time unless authorized by the First Selectman.
2. At the end of the calendar year, employees will be able to carry any unused compensatory time over to the following year. Employees may submit a written request at any time to be paid out for accrued compensatory time. Compensatory time shall be paid out in the pay period immediately following the request at the employee’s regular pay rate times the number of compensatory hours. Upon separation from employment, all compensatory time will be paid in a one time payment at the employee’s regular pay rate times the number of compensatory hours.
3. In the event that any employee is ordered to work outside of their scheduled shift, that shift will be compensated at the rate of two times the employee’s regular rate of pay for overtime hours worked, or compensatory time at the rate of two times the number of hours worked.
4. The execution of this Agreement shall not be construed as precedent or practice regarding any aspect of the bargaining relationship between the Parties or regarding any aspect of the interpretation of the provisions of the CBA between the Parties, except as that relationship and/or CBA are expressly modified by this Agreement.

The parties have reached this Agreement as of this _____ day of August 2022.

FOR THE TOWN OF COLCHESTER

FOR THE COLCHESTER POLICE UNION
LOCAL #2693T, AMERICAN FEDERATION
OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES, AFL-CIO

FOR COUNCIL #4, AMERICAN
FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES, AFL-CIO

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE TOWN OF COLCHESTER
AND
COLCHESTER MUNICIPAL EMPLOYEES UNION INDEPENDENT (MEUD), LOCAL
506, SEIU, AFL-CIO, CLC (PUBLIC WORKS UNION)**

The Town of Colchester and the Colchester Public Works Union hereby agree to the following Temporary Light Duty Policy:

Temporary Light Duty

(a) Purpose: It is the purpose of this policy to establish the Colchester Department of Public Works Department (“Department”) policy regarding temporary light-duty assignments and the rules and procedures for granting temporary light-duty to eligible employees.

(b) Policy: Temporary light-duty assignments, when available as determined by the Town in its sole discretion, are for eligible employees who, because of injury, illness or disability, are temporarily unable to perform their regular assignments, but who are capable of performing temporary light duty assignments. Temporary light-duty assignments, when available, will only be provided when there is a reasonable expectation that the employee will be able to return to work at full capability within a reasonable amount of time. Nothing in this policy is intended to supplant the provisions of applicable state and/or federal law. If any provision conflicts with the Connecticut Workers’ Compensation Act, the provisions of that Act are controlling.

(c) Definitions:

1. Eligible Personnel, for purposes of this policy shall mean:

i. Any full-time employee of the Department suffering from non-work related medically certified illness, injury or temporary disability requiring treatment by a licensed health-care provider and who, because of injury, illness or disability, is temporarily unable to perform the regular assignment, but is capable of performing temporary light duty assignments.

ii. Any full-time employee of the Department suffering from a work-related illness, or injury, as certified by a professional included on the list of approved physicians, surgeons, podiatrists, optometrists and dentists developed by the Workers Compensation Commission pursuant to Reg. Conn. State Agencies § 31-280-1 and who, because of the employee’s work-related injury or illness, is temporarily unable to perform their regular assignment but is capable of performing a temporary light duty assignment.

2. Licensed Health Care Provider: An individual licensed to practice within the scope of their authorized practice by the state in which the individual practices, including but not limited to doctors, psychiatrists, psychologists, nurses and physical/occupational therapists.

(d) Procedures

1. General Provisions:

i. The Town reserves the right to assign or modify temporary light duty assignments at any time if deemed in the best interest of the employee, Town and the Department.

ii. This policy in no way affects the rights of employees under provisions of the Family and Medical Leave Act, Americans with Disabilities Act, the Connecticut Workers' Compensation Act, Connecticut Fair Employment Practices Act, or other federal or state law.

iii. Assignment to temporary light-duty shall not affect an eligible employee's pay classification, pay increases, promotions, retirement benefits or other employee benefits. Employees on temporary light-duty status will be considered full time active members of the Department.

iv. No specific position within the Department shall be established for use as a temporary light-duty assignment, nor shall any existing position be designated or utilized exclusively for personnel on temporary light-duty.

v. Temporary light-duty assignments are limited in number and variety, are strictly temporary and normally should not exceed six (6) months in duration. After six (6) months, employees on temporary light-duty who are not capable of returning to their original duty assignment shall:

a. Present a request for an extension of temporary light-duty, with supporting medical documentation, to the Public Works Director who shall review the request and evaluate it based on the extent/potential duration of the injury, the opportunity for additional temporary light duty and Department operations; or

b. If unable to obtain additional temporary light duty, the employee may utilize any remaining paid sick time and shall pursue other options as provided by employment provisions of this Department or federal or state law.

c. Once an employee has reached maximum recovery, the employee must either return to full duty status if medically able to do so or if unable to do that, because of their injury or illness, they must explore alternatives pursuant to the Collective Bargaining Agreement that may include retirement, resignation or termination.

vi. Eligible officers on temporary light-duty are prohibited from engaging in outside employment in which they may reasonably be expected to perform job functions for which they have been determined unable to perform on behalf of this Department and that form the basis for their temporary light-duty assignment.

vii. Employees who have a work-related injury or illness may not refuse temporary light-duty assignments that are supported by and consistent with the recommendations of an attending physician or licensed health-care provider. Employees who have a non-work-related

injury or illness have the option to use sick leave (and not work temporary light duty) or a combination of sick leave and temporary light duty.

viii. Employees requesting temporary light-duty assignments for non-work-related illnesses or injuries must present a certification from a Licensed Health Care Provider that the officer's illness or injury is expected to cause the employee to be unable to perform their regular assignments for a period of at least fourteen (14) consecutive calendar days.

2. Nature of Temporary Light-Duty Assignments:

i. Temporary light-duty assignments may be drawn from a range of functions that include, but are not limited to the following, depending on the nature of the employee's limitations:

- Administrative functions (e.g. special projects, data entry, research, etc.)
- Site maintenance, minor repair work and hazard identification
- Equipment inspections and maintenance
- Cross training other workers

ii. In determining the employee's light duty assignment, the Public Works Director may seek input from employees, supervisors, and the Union, however the Public Works Director has the sole and absolute discretion in determining what these assignments will be, provided assigned duties are consistent with those regularly performed by Department personnel and within the employee's skills and abilities.

iii. Decisions on temporary light-duty assignments shall be made based upon the availability of an appropriate assignment given the eligible employee's knowledge, skills and abilities; availability of temporary light-duty assignments and light duty work, and the medical limitations imposed on the eligible employee.

iv. Temporary light-duty assignments will not be drawn from bargaining unit work of other bargaining units.

v. Reasonable effort shall be made to assign eligible employees to positions consistent with their grade and pay classification. However, personnel may be assigned to positions designated for personnel of lower grade or pay classification. Eligible officers thus assigned:

a. shall answer to the supervisory officer of the unit to which they are assigned with regard to work responsibilities and performance; and

b. shall receive the pay and related benefits of the assigned position associated with their assignment to temporary light duty.

3. Procedure for Requesting Temporary Light-Duty Assignment:

i. Eligible employees who have a work-related injury or illness may be required by the Department to work a temporary light-duty assignment consistent with the provisions of the Connecticut Workers' Compensation Act and/or its accompanying regulations. The Department retains all rights provided to it under that Act and its accompanying regulations and conforms its procedures for providing light-duty to officers with work-related injuries to the rules established by the Act and its regulations.

ii. Eligible employees who have a non-work-related injury, illness or medical condition may request temporary light-duty assignments. Requests should be submitted in writing to the Director of Public Works. Requests must be accompanied by a statement of medical certification to support a requested temporary light-duty assignment, which must be signed by a Licensed Health Care Provider. The certificate must include an assessment of the nature and probable duration of the illness, injury or medical circumstance, prognosis for recovery and nature of work restrictions.

iii. In either situation described in i. and ii. above, the Town may require the employee to submit to an independent medical examination by a licensed Health Care Provider of the Town's choosing. In the event the opinion of this second Licensed Health Care Provider differs from the initial Health Care Provider, the employee may request a third opinion at the Town's expense. The employee, the Union and the Director of Public Works shall cooperate and act in good faith in selecting any third Licensed Health Care Provider, and the parties shall be bound by that medical decision.

iv. As a condition of continued assignment to temporary light-duty, eligible employees may be required to submit to monthly physical assessments of their condition as specified by the Director of Public Works or designee.

4. Notwithstanding any other provisions of this Policy, the Department, including but not limited to the Director of Public Works, may not discriminate in regard to any request or assignment to temporary light-duty as between employees with a work-related injury or illness and officers with non-work-related injury, illness or medical condition.

5. The Town may elect to end light duty individual light duty assignments and light duty as a whole at any time in the event that the Town deems it in the best interests of the Department and the Town.

6. Decisions relating to the implementation of this light duty policy shall not be subject to the grievance procedure.

7. The execution of this Agreement shall not be construed as precedent or practice regarding any aspect of the bargaining relationship between the Parties or regarding any aspect of the interpretation of the provisions of the collective bargaining agreement between the Parties, except as that relationship and/or collective bargaining agreement are expressly modified by this Agreement.

Town of Colchester

Colchester Department of Public Works

Andreas Bisbikos, First Selectman

_____, President

103466



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

Website: www.colchesterct.gov

August 26, 2022

To: Colchester Board of Selectmen

From: Jay Gigliotti, Norton Mill Project Consultant *JRG*

RE: Norton Mill Project Brownfield grant application

The Norton Mill property was subject to a CT Department of Community and Economic Development (DECD) grant award in 2016. Funds from this program were awarded for use in the environmental remediation of identified contamination on the historic mill site. Based on a cost estimate prepared for the grant application in 2016, the awarded grant funds totaled \$518,00.

Since the DECD grant was awarded in 2016, work has progressed to design the environmental remediation of the site. This work included extensive soil & water sampling and analysis, remediation plan design and approval and drafting of bid specifications. The project appeared to somewhat stall during this phase, a likely result brought on by several factors including the onset of the pandemic and staff change within the Town Hall.

When the Planning & Zoning Department was assigned the task of administering the grant in 2021, it was quickly realized the costs associated with the project and remediation work increased dramatically. The project documents, specifically the project contract bid documents, had been revised several times, but never formally put out to bid. Making the situation worse, the two local hazardous waste facilities in Connecticut have stopped accepting waste for the foreseeable future, meaning the contaminated soil slated to be removed from the site, now must be trucked to hazardous waste facilities outside of Connecticut. Unprecedented inflation, additional design work and the additional transportation/ waste disposal costs have resulted in inadequate funds remaining in the 2016 grant award to complete the project. In 2016, the estimated costs to remove the contaminated soil was approx. \$367,400. The latest estimate puts those numbers around \$1.7 Million.

The project consultant, working with the design team assessed several solutions to complete the project with the available grant funds. Unfortunately, the team was not able to deliver a develop a solution where the Town can complete the project with current funds available.

DECD recommended the Town apply for the latest Brownfield Grant Round (Round 16) to secure the funding needed to complete the project. The deadline for Round 16 is 9/23/22. Reviewing the scenarios available, the grant application appears to be a solution to complete the project. Much of the work for a grant application is complete; the studies, design, planning and estimates have either been prepared previously or were assessed recently by the team. This should make for relatively quick application development.

The grant application will be made in the amount of \$1.9 Million. This will provide adequate funds to complete the remediation work and close out the project. Work that shall be funded with these funds includes the removal and disposal of contaminated soils, placement of clean fill, post remediation sampling and reporting. No matching funds are proposed with the grant application.

Recommended Motion:

The Colchester Board of Selectmen authorizes the submission of a grant application to the CT DECD Brownfield Program, for funds to complete the environmental remediation at 139 Westchester Road site and authorize the First Selectman to sign all documents necessary to submit the grant application.



**TOWN OF COLCHESTER, CONNECTICUT
PUBLIC WORKS DEPARTMENT AND ENGINEERING DEPARTMENT REVIEW
127 Norwich Avenue, Town Hall
Notes from Meeting held on: July 13, 2022**

NAME	COMPANY
Andreas Bisbikos, First Selectman	Town of Colchester
Shannon Ramsby, Director of Human Resources	Town of Colchester
John Jones, Interim Director of Public Works	Town of Colchester
Paul DeStefano, PE, Senior Transportation Engineer	SLR International Corporation
Michael Zarba, PE, Principal Transportation Engineer	SLR International Corporation
Tory Sidoti, PE, Associate Transportation Engineer	SLR International Corporation

A meeting was held to discuss the Town of Colchester (Town) Public Works Department and Engineering Department current workload, organizational structure, various positions and roles and responsibilities, ways to improve workflow, opportunities for efficiencies, and basic short- and long-term Department needs. After a brief introduction by SLR International Corporation (SLR), Town personnel introduced themselves, and the following is a summary of the discussion that ensued.

Organizational Structure / Roles and Responsibilities

Discussion:

- Public Works (PW) and Engineering operate separately, but the Interim DPW (John Jones) and Town Engineer (Sal Tisone) coordinate tasks weekly.
- Interim DPW also acts as a tree warden, has extensive familiarity with Town operations, and is a life-long resident; he spoke highly about the dedication, work ethic, and talents across the current PW team.
- Tree wardens are Town employees; Tree Ordinance is currently being revised/updated.
- Previous DPW, who left recently, was overwhelmed with too many responsibilities, which made it difficult to meet deadlines. The candidate for replacement should be one who has added management skillsets/experience.
- Current supervisors within the PW Department include Tim Angell (Grounds Supervisor), Tyler Molcan (Highway Supervisor), Steve Sharpe (Fleet Supervisor), and Pam Minella (Interim Water & Sewer Department Supervisor); PW also includes transfer station operators and one administrative assistant (see attached organizational chart).
- The previous Director of Operations, who recently left, oversaw PW supervisors/managers and reported to DPW; the Town not pursuing replacement.
- Water & Sewer are a separate group within PW; the group consists of a supervisor, Pam Minella (Interim Supervisor), two foremen/laborers, and one administrative assistant; the supervisor and foremen are union members and certified for water main repairs; there are inconsistencies reported amongst group management and staff.
- East Hampton Sewer Authority maintains/repairs the Town sewer.

- The Town Water and Sewer Department maintains/repairs to the Town water mains and services.
- New alarm systems were recently installed in all Town buildings except in the Water & Sewer Department building.
- The Board of Education (BOE) currently provides custodians to maintain Town buildings, and in exchange, the PW provides mowing/land services to schools.
- The BOE Human Resource (HR) Director (Shannon Ramsby) now oversees all Town HR functions since 2020; previously, HR was handled by administrative staff.
- The BOE and Town used to share a Chief Financial Officer (CFO), but the BOE recently hired a Director of Business and an accountant, and the Town recently hired a finance director; the Town is currently seeking additional hires to assist the new finance director.
- A Zoning Enforcement Officer (also serves as Assistant Planner) and a Wetland Enforcement Officer were hired within the past 6 months.
- The Zoning Enforcement Officer reports to the Director of Planning, which is currently vacant.
- The Town is currently looking to hire a Director of Planning.
- The Town is interested in hiring a Facility/Building Maintenance Manager and associated staff to manage all plumbing, HVAC, and electrical needs/repairs for all Town-owned facilities.
- The Town is interested in hiring a permanent DPW in the near future, with assistance from SLR.
- The Town Engineer, a licensed professional engineer, currently handles road and sidewalk maintenance programs as well as simple design work; outsources larger-scope engineering assignments/designs.
- DPW stated that for the most part all Town vehicles and machines are in good condition.

SLR Recommendations:

- *Remove the "Director of Operations" position.*
- *Restructure the PW organizational chart to depict all crew leaders for each subdepartment beneath and reporting to the DPW, retitle them all as "Supervisors," and show them all at the same level (i.e., Highway Supervisor, Grounds Supervisor, Fleet Supervisor, Water & Sewer Supervisor, Building Facilities Supervisor, Transfer Station Supervisor). This was also suggested by John Jones.*
- *The organizational chart shall also be revised to demonstrate succession planning and a career path for junior staff*
- *Hire a permanent Water and Sewer Supervisor if the Town chooses to retain full maintenance responsibilities; direct and consistent/weekly coordination with DPW will help; consideration should be given to fully privatizing the Water & Sewer Department to an outside entity or retaining a company to maintain all water and sewer systems in Town (i.e., Veolia).*
- *See attached organizational chart, including SLR's recommendations.*

Operations / Project Management

Discussion:

- The budget for FY 22-23 has not been passed yet; it went to referendum twice and will not be revoted on until at least September 2022.

- The following projects are being pursued internally with American Rescue Plan Act (ARPA) funds:
 - Replacement of the Town Hall roof (the Town recently voted to enter into agreement with Silver Petrucelli & Associates for design services.)
 - Replacement of the Senior Center roof
- Other projects being pursued in Town:
 - Full internal structural review of the Senior Center (to be transitioned to the Youth Center once the new Senior Center is built [currently being designed])
 - Large residential development near S&S
 - Police Department expansion and associated site improvements
- Annual programs include paving, sidewalk maintenance and installation/repairs, and tree trimming/removals.

SLR Recommendations:

- *Solicit engineering and architecture firms to fulfill 3- to 5-year on-call design services agreements*
- *Develop a front-end “boilerplate” that the Town can repeatedly use for developing project bid packages; consider developing one for buildings (AIA) and one for other projects such as roadways, sidewalks, parking lots, parks, etc. that utilize CTDOT Form 818.*
- *Implement and utilize a road maintenance/paving software; increase roadway maintenance budget for crack seal, chip seal, and mill & overlay (to consistently preserve roadways and avoid larger rehabilitations over time).*
- *Pursue CT OPM Small Town Economic Assistance Program (STEAP), CTDOT Local Transportation Capital Improvement Program (LOTICIP), and CTDOT Community Connectivity Grant Program (CCGP) funds to increase the money invested in roadway and sidewalk infrastructure with assistance from an on-call engineering consultant.*

Professional Development and Training

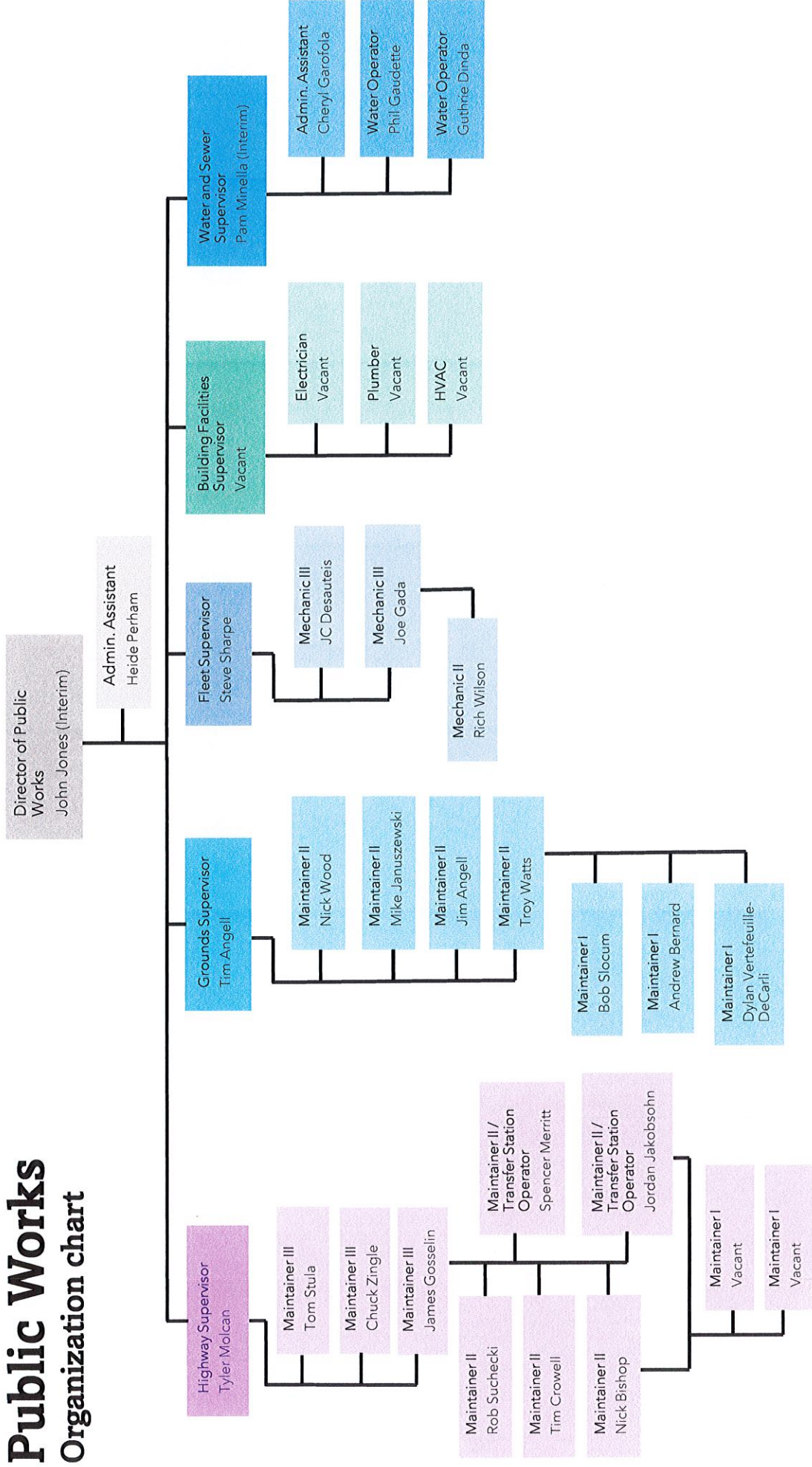
SLR Recommendations:

- *Attend annual Connecticut Association of Street & Highway Officials (CASHO) events if not doing so already; consider active membership.*
- *Secure memberships with American Public Works Association and Institute of Transportation Engineers, and participate in annual training, events, and conferences – look for opportunities to stay current with trends and evolving technologies. Assign a point person for each organization. Budget for membership and participation.*
- *Strengthen connection to UConn Technology Transfer Center (T2) as a way to take advantage of (typically free) training opportunities – assign a point person.*
- *Paving/inspection training – consider NETTCP training*
- *Project management training*

Enclosure

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Public Works Organization chart



First Selectman

From: Steven Hoffmann
Sent: Tuesday, August 9, 2022 3:17 PM
To: First Selectman
Cc: John Jones (jjonespd128@gmail.com)
Subject: Co.#2 Roof Replacement Bid Award - Fire Department

Importance: High

Good Afternoon Andreas,

After reviewing the submitted bids for a new roof on Company #2 on Westchester Rd with the interim Public Works Director, I recommend Millstream Construction as the vendor to complete the work. Millstream Construction submitted a bid for \$27,730, which is \$12,270 less than the \$40,000 anticipated cost that was submitted via an ARPA request.

Respectfully,

Steven Hoffmann
Fire Chief
Colchester Hayward Fire Department



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