REGULAR MEETING AGENDA
COLUMBIA BOARD OF SELECTMEN

Tuesday, July 1 2014, 7 pm

Adella G. Urban Administrative Offices Conference Room
323 Route 87, Columbia, CT

CALL TO ORDER

1. PLEDGE OF ALLEGIANCE

2. MINUTES: 6/17/14 Regular Meeting; 6/24/14 Special Meeting

3. AUDIENCE OF CITIZENS

4. OLD BUSINESS

5. NEW BUSINESS
5.1 Revisions to Inland Wetlands Agent Job Description
5.2 2014 grant to connect to the Nutmeg Network

6. COLUMBIA LAKE / DAM / BEACH
6.1 Application for Constructing Structures on or over the Lake by G. & P. Keegan
6.2 Application for Constructing Structures on or over the Lake (raft) by the Town

7. APPOINTMENTS / RESIGNATIONS
7.1 Hire of Nicholas Bessette as Lifeguard/Head Guard
7.2 Hire of Alexandra Kaplan as Lifeguard/Head Guard
7.3 Resignation of Rebecca Stearns (R) from the Youth Services Committee

8. TOWN ADMINISTRATOR REPORT

9. CORRESPONDENCE

10. BUDGET
10.1 Transfers
10.2 Refunds

11. APPROVE PAYMENT OF BILLS

12. BOARD MEMBER COMMENTS

13. EXECUTIVE SESSION
13.1 Real estate per State Statutes Section 1-200(6)(D); Pending Litigation per State Statutes Section 1-200(6)(B); Personnel per State Statues Section 1-200(6)(A);

14. ADJOURNMENT

TOWN OF COLUMBIA

323 Jonathan Trumbull Highway, Columbia, CT 06237
(860) 228-0110 FAX: (860) 228-1952

OFFICE OF THE TOWN ADMINISTRATOR

TO: Columbia Board of Selectmen

FROM: Jonathan Luiz, Town Administrator

DATE: June 27, 2014

RE: Revisions to Inland Wetlands Agent Job Description

One of my goals this fiscal year is to work with department heads on revising their job descriptions. Attached is a draft revised job description for the position of Inland Wetlands Agent. The current job description is also attached.

TOWN OF COLUMBIA

JOB DESCRIPTION FOR

INLAND WETLANDS AGENT

GENERAL DESCRIPTION:

Administers and enforces the Town of Columbia's Inland Wetlands and Watercourses program.

SUPERVISION RECEIVED:

Supervised by the Town Administrator. Receives direction from the Inland Wetlands and Watercourses Commission (IWWC). Any ruling made by the Inland Wetlands Agent is appealable to the full IWWC.

ESSENTIAL JOB FUNCTIONS:

Prepares and manages the departmental budget with the help of staff. Maintains departmental records in accordance with state retention schedule. Prepares reports. Confers with the public and town agencies to provide information and to resolve problems and complaints in a timely fashion. Communicates with the applicant and/or the applicant's agent to help ensure application completeness. Reviews plans and accompanying documentation to ensure compliance with IWWC regulations, and to assure that the function and value of the wetland's resources under review are preserved and protected. If necessary, completes site walks for applications received. Assists the IWWC with determining, through review of application material and proposed site conditions, whether an activity is a significant activity. Assists the IWWC with scheduling of public hearings and the review of technical materials. Evaluates proposed erosion and sedimentation measures to ensure conformance with established standards and guidelines. Evaluates proposed drainage designs to ensure conformance with standard engineering principles. Evaluates mitigation plans to ensure compliance to acceptable standards for mitigation based on wetland values as developed by the state. Determines application fees based on proposed activities and the IWWC regulation fee schedule; works with staff to ensure successful fee collection. Investigates all complaints of possible violation of the Town's Inland Wetlands and Watercourses Commission regulations. Issues notices of violation and/or cease and desist orders. Monitors and inspects all licensed activities, unless directed otherwise by the IWWC. Enforces compliance with the IWWC regulations. Approves or extends a license for an activity that is not located in a wetland or watercourse when such agent finds that the conduct of such activity would result in no greater than a minimal impact on any wetlands or watercourses. Assists the IWWC chairperson with meeting agendas. Drafts motions and/or summary and plenary rulings for the IWWC. Assists the board clerk with processing of applications, documentation, legal notices and conditions of any decision made by the IWWC or its agent. Helps the IWWC with the development of or amendments to IWWC regulations. Appears at court proceedings by order of the court or at the direction of the Town Administrator. Attends all meetings of the IWWC. Provides a report at each regular meeting held by the IWWC that includes a list and description of all rulings and activities performed since the previous report. Works with other agencies/associations to create policies to protect the Town's Inland Wetlands and Watercourse resources. Meets responsibilities mandated by Connecticut General Statutes, or other applicable state or federal agency.

DRAFT

KNOWLEDGE, SKILLS AND ABILITIES:

Familiarity with the town's geography, including road names and locations. Ability to write reports clearly and accurately. Ability to keep records in an orderly and accurate fashion. Considerable ability to establish effective working relationships with supervisors, co-workers, the public and government officials. Ability to give clear and concise oral and written instructions. Ability to maintain necessary state certifications. Ability to operate computer hardware and software with a high degree of accuracy, including word processing, email and internet. Knowledge about Inland Wetland and Watercourses Regulations. Ability to enforce state and local regulations. Knowledge in principles and practices of wetlands management. Ability to work independently. Ability to complete the necessary State DEEP requirements to act as a "Designated Agent of the Commission" with the ability to issue administrative approvals. Ability to thoroughly understand topographical maps, aerial photographs, general soils maps, and engineering/construction drawings. Significant ability to understand engineered site development plan proposals for land development, especially when such plans pertain to a home or a multiple lot subdivision. Significant knowledge of watershed resource protection and drainage principles. Knowledge of the vegetation common to the Town of Columbia, with the specific ability to identify wetland flora and fauna. Ability to operate a shovel, soil auger and camera.

PHYSICAL AND MENTAL REQUIREMENTS:

(Required for essential duties; reasonable accommodations will be considered under the Americans with Disabilities Act; this list is not all-inclusive and may be supplemented as necessary). The employee may occasionally lift and/or move 30 pounds. Work requires standing, walking, sitting, climbing, balancing, stooping, kneeling, crouching, crawling, reaching, pushing, pulling, lifting, fingering, grasping, feeling and smelling. Must be able move from one work site to other work site(s) in a timely fashion. Vision abilities required including close, color and distance vision, peripheral and depth perception and the ability to adjust focus. Hearing is required to perceive information at normal spoken word levels. Ability to carry out instructions in an efficient and effective manner. Ability to multitask. Memory sufficient to retain information that has already been provided via physical demonstration, written communication and/or oral communication. Ability to distinguish between public and confidential information. Physical ability to make field inspections. Ability to work in poor weather conditions, including heat, cold or snow. Ability to work under stress from demanding deadlines and/or changing priorities and/or conditions.

WORK ENVIRONMENT:

Work is performed indoors and outdoors under all prevailing weather conditions and terrain and at any time. Work indoors is performed in a general office environment.

REQUIRED QUALIFICATIONS:

Bachelor's degree in relevant field and two (2) years of relevant experience.

Note: The above description is illustrative only. It is not meant to be all-inclusive.

APPROVED BY BOS	__/__/____

DRAFT

TITLE: INLAND WETLAND AGENT

GENERAL DESCRIPTION:

This is responsible technical and professional work involving the monitoring and enforcement of Inland Wetlands regulations.

Work involves responsibility for coordinating and assisting in administering the programs of the Inland Wetland Commission to protect and preserve municipal wetlands and water courses. Duties include inspecting and enforcing field standards, consulting with other agencies and testing environmental conditions. This position also has the responsibility for making difficult Inland Wetlands regulatory technical decisions. This work requires that the employee have considerable knowledge, skill and ability in every phase of inland wetland and water courses regulations enforcement inspection and administration.

SUPERVISION RECEIVED:

Works under the general direction of the Inland Wetland Commission.

EXAMPLE OF DUTIES:

Receives and reviews applications for projects requiring Inland Wetland permits; conducts field inspection and makes recommendation to Inland Wetland Commission.

Checks approved projects for compliance with any requirements such as proper erosion and sedimentation controls.

Advises permit applicants in the processing of applications and interprets statutes and court rulings applicable to Inland Wetland matters.

Responds to complaints of violations of regulations and has the statutory authority to issue stop work or cease and desist orders.

Serves as staff to the Inland Wetland Commission and conducts research on issues voiced before that body; maintains inventory of regulated areas.

Attends Commission meetings, prepares agendas, reviews Planning and Zoning applications for Inland Wetland compliance, prepares legal notices, permits and other required documents and maintains files and records of all actions taken.

Performs related work as required.

KNOWLEDGE, SKILLS AND ABILITIES:

Considerable knowledge of the principles and practices of the preservation, protection, maintenance and use of Inland Wetland and water courses.

Considerable knowledge of soils classification.

Considerable knowledge of Inland Wetland regulations.

Considerable ability in oral and written communications.

Considerable ability to inspect and investigate complaints of violations and enforce regulations with firmness and tact.

Considerable ability to establish and maintain effective working relationships with superiors, associates, developers, other agencies, and the general public.

QUALIFICATIONS:

As associate's degree or the equivalent from a recognized college with courses in environmental science plus two years of related work experience, or engineering or in lieu thereof a high school diploma plus four years employment in a responsible position involving environmental science, engineering, enforcement or related field or an equivalent combination of education and qualifying experience substituting on a year-for-year basis.

SPECIAL REQUIREMENTS:

Must have a Connecticut class 3 driver's license.

TOWN OF COLUMBIA

323 Jonathan Trumbull Highway, Columbia, CT 06237
(860) 228-0110 FAX: (860) 228-1952

OFFICE OF THE TOWN ADMINISTRATOR

TO: Columbia Board of Selectmen

FROM: Jonathan Luiz, Town Administrator

DATE: June 27, 2014

RE: 2014 Grant to Connect to the Nutmeg Network

Several months ago, Columbia applied for a state grant to officially connect to the Nutmeg Network – the state's high-powered fiber optic internet connection. Columbia has received a grant award in the amount of $19,900. The award should be enough to not only connect the town to the Network but also pay for over one year's worth of service costs.

In order to accept the grant award, the BOS must do things:

1) Authorize the First Selectman to sign a Network Access Services Agreement with the State; &

2) Adopt the following resolution: Resolved, that Carmen Vance, First Selectman of the Town of Columbia, is authorized to sign grant documents associated with the State of Connecticut Department of Policy and Management's 2014 Grant to the Connect to the Nutmeg Network.

Attached is a copy of the Network Access Services Agreement, a Notice of Grant Award, Scope of Work, and General Grant Conditions.

NM13166 CEN

Network Access Service Agreement

This Network Access Service Agreement ("Agreement") is made by and between the State of Connecticut ("State"), acting herein by the **Department of Administrative Services** ("DAS") and its **Commission for Educational Technology** (the "Commission"), pursuant to Conn. Gen. Stat. Section 4d-80(c)(9), as amended, 101 East River Drive, East Hartford, CT 06108, and **TOWN OF COLUMBIA**, having offices located at 323 Route 87, Columbia, CT 06237 (the "Participant").

WHEREAS, the DAS has been charged with implementing certain aspects of the statewide, fiber-optic infrastructure that improves upon and expands the availability of high-speed networking in the State, commonly referred to as the Nutmeg Network; and

WHEREAS, pursuant to Conn. Gen. Stat. Section 4d-80, as amended, the Commission is charged with maintaining the Connecticut Education Network (the "CEN") and providing access to the Network to participants on a cost-recovery basis; and

WHEREAS, CEN is part of the Nutmeg Network (generally referred to in this Agreement as the "Network"); and

WHEREAS, the Participant has chosen to join the "Network Services Program" offered through the Commission for the purpose of accessing and using the Network.

NOW THEREFORE, in consideration of the mutual covenants herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties to this Agreement agree as follows:

DEFINITIONS

1. Claims: All actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum, in connection with this Agreement.

2. Participant Parties: A Participant'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 Participant is in privity of oral or written contract and the Participant intends for such other person or entity to perform under the Agreement in any capacity.

3. Records: All working papers and such other information and materials as may have been accumulated by the Participant in performing the Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries, memoranda and correspondence, kept or stored in any form.

COST RECOVERY AND FUNDING SUPPORT

1. The Participant shall be entitled to use up to the annual committed bandwidth amount set forth in Appendix B, attached hereto and made a part hereof, for combined Internet1 and Internet2 access. The Participant shall pay for the total bandwidth and port fee at the monthly rates set forth in Appendix B. The monthly rates will be fixed for the period of July 1st to June 30th (referred to as the "fiscal year") and will automatically renew at the then current rates unless modified as set out below.
2. DAS, through the Network, may monitor the Participant's utilization of Network bandwidth. DAS, through the Network, shall have the right to limit Participant's utilization of the Network bandwidth if the Participant's usage exceeds the 95th percentile of the committed bandwidth on a monthly basis through the Network. Continued bandwidth usage above the Participant's subscribed amount for 60 days within a 90 day period will, at the Commission discretion, result in a charge for the increased amount and/or an update to Appendix B.
3. The Participant shall pay the monthly rates for the bandwidth committed in Appendix B on a quarterly basis billed in arrears. Participant will be charged the monthly rate upon circuit activation and testing by DAS and will be pro-rated within the starting quarter. Payment shall be due within 45 days of the date of the invoice.
4. The Participant may request an increase of its annual committed bandwidth at any time in writing to DAS, to the attention of CEN/Nutmeg Network Program Office, 101 East River Drive, East Hartford, CT 06108 or cen@ct.gov. Increases to annual committed bandwidth allocation and cost adjustments will become effective and commence upon a written update to Appendix B setting forth the increase.
5. The annual committed bandwidth and monthly rates for each Participant may not be reduced during a then in effect fiscal year. If a Participant wants to decrease its annual committed bandwidth for the following fiscal year (July 1 – June 30), Participant must submit its written request to the CEN/Nutmeg Network Program Office,101 East River Drive, East Hartford, CT 06108 or cen@ct.gov prior to June 1st of the then current fiscal year. Requested decreases will take effect at the start of the following fiscal year. If the CEN/Nutmeg Network Program Office does not receive a Participant's requested decrease by June 1st, the Participant's committed bandwidth and costs will remain the same as the previous fiscal year.
6. This entire Agreement is subject to the Network's adherence to the guidelines for participation in the Internet2 program established by the University Corporation for Advanced Internet Development (UCAID). The DAS will continue to inform the Participants in this program of any changes in benefits or requirements of the Internet2 program.
7. DAS may add, delete or change the internet service providers.
8. DAS may by written notice to Participant change the addressee and/or address to which any notices or correspondence directed to DAS relating to this Agreement must be sent.

OPERATIONAL SUPPORT

1. DAS through the Network will support the equipment and connections to the Participant within the support and maintenance structure of the Network. Standard Network monitoring includes all components of the Network provided basic connectivity service and any equipment placed at the Participant's site by DAS.

2. In the event of a Network outage, the Participant should contact DAS help desk at 860-622-2300, Option 9, or send an e-mail to best.helpdesk@ct.gov and inform the operator that the service that is out is a priority service. If a call back is not received from a technician within 90 minutes, the Participant may use the trouble reporting escalation contact information provided to them in Appendix A attached hereto. At any point, the Participant may ask for additional support, upon which the help desk or other staff will make a best effort to escalate support.
3. As part of the maintenance costs contained in this Agreement, the Participant will receive 7x24x365 support of the connection through the DAS help desk. The escalation procedure for off-hours emergency support issues that the DAS help desk is unable to resolve is set forth in Appendix A. Appendix A may be modified by DAS as DAS deems appropriate, subject to the reasonable consent of the Participant.
4. To address any network operational concerns in a timely manner, the Participant shall designate an emergency contact person and procedure to ensure DAS 7x24x365 access to the Participant's network.

NETWORK SECURITY

1. Participant agrees to use the Network in a lawful and reasonable manner consistent with the purposes of this Agreement. Participant acknowledges and agrees that it is solely responsible for the content of its transmissions which pass through the Network. Except as otherwise provided herein, the Participant shall assume all risk or liability for use of the Network and shall hold the State harmless from any incidents resulting from information transmitted from or to the Participant's Network connection(s).
2. DAS has the right to disable the Participant's connection port on the Network if activity originating from the Participant's network threatens continued operation or the security of the Network or external connections to the Network. If feasible, DAS will notify the Participant prior to disabling the connection port and will work with the Participant to isolate and resolve the threatening activity.
3. The Participant shall designate an emergency contact person and procedure to ensure DAS has 7x24x365 access to the Participant's network for Network security purposes.

OTHER CONSIDERATIONS

1. This Agreement shall be in effect from the date the Commission signs below and continue uninterrupted, unless earlier terminated pursuant to this Agreement, for the term of one year. Any changes to this Agreement shall be made in writing and signed by all parties. DAS may with at least thirty (30) days advance written notice terminate this Agreement at any time if (a) Participant fails to pay any sums due hereunder; (b) in the sole opinion of DAS, activity originating from the Participant's network threatens continued operation or the security of the Network or external connections to the Network or is illegal or otherwise impermissible under this Agreement; or (c) DAS deems termination to be in the best interests of the State. Notwithstanding the foregoing, if in the reasonable opinion of DAS, Participant is engaging in any activity that is illegal or endangers the Network, DAS may immediately, without advance notice, suspend Participant's access to the Network until such time Participant cures such defect. DAS may, in its sole discretion, provide Participant an opportunity to cure any

defect prior to the termination taking effect. In such instance, if Participant cures the defect, DAS shall confirm in writing that the notice of termination has been rescinded.

2. The Network access and services provided by DAS and the Commission under this Agreement are provided strictly on an "AS IS" and "AS AVAILABLE" basis without any express guarantee or assurance of quality, reliability or functionality. Participant accepts all risk, including all risk with respect to suitability, use and performance of the Network. DAS DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

3. The State shall not for any purpose capture or store any data transmitted by Participant over the Network.

4. DAS shall not be liable for any damage that Participant may suffer arising out of use, or inability to use, the Network. DAS shall not be liable for unauthorized access to or alteration, theft or destruction of Participant's data files, programs, procedures or information through accident, fraudulent means or devices, or any other method. Participant shall not be liable for indirect, consequential, incidental or special damages.

5. Participant agrees to defend, indemnify and hold the State harmless from and against any claim or demand asserted by any third party due to or arising out of the Agreement. The Participant shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any third party acting under the direct control or supervision of the State.

6. The transfer of technology across national boundaries, including electronic transmission thereof, is regulated by the U.S. government. Participant agrees not to export or re-export any technology transmitted through the Network without first obtaining any required export license or governmental approval.

7. Neither party shall be responsible for delays or failures in its obligations herein due to any cause beyond its control. Such causes shall include, but not be limited to, strikes, lockouts, riot, sabotage, rebellion, insurrection, acts of war or the public enemy, acts of terrorism, unavailable raw materials, telecommunication or power failure, fire, flood, earthquake, epidemics, natural disasters, and acts of God.

8. This Agreement shall be governed, interpreted and construed under and in accordance with the laws of the State of Connecticut without regard to its conflict of laws principles. This Agreement shall be deemed to have been made in Hartford, Connecticut.

9. Participant irrevocably consents with respect to any permitted claims or remedies at law or equity, arising out of or in connection with this Agreement, to the jurisdiction of the Connecticut Superior Court or the U.S. District Court for the District of Connecticut and with respect to venue in the Judicial District of Hartford-New Britain at Hartford or the U.S. District Court for the District of Connecticut in Hartford, and irrevocably waives any objections it may have to such jurisdiction on the grounds of lack of personal jurisdiction of such court or the laying of venue of such court or on the basis of forum non conveniens or otherwise.

10. This Agreement may not be assigned by either party without the express written consent of the other party.

11. Participant agrees to be bound by all the applicable statutes pertaining to the Department of Administrative Services - Bureau of Enterprise Systems and Technology, including but not limited to C.G.S. Sections 4d-1 et. seq.

12. The Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Agreement as if they had been fully set forth in it. The Agreement may also be subject to Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms, Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, and Executive Order No. 19 of Governor M. Jodi Rell, promulgated June 19, 2008 concerning use of System Development Methodologies in accordance with their respective terms and conditions. If Executive Orders 7C, 14 or 19 are applicable, they are deemed to be incorporated into and are made a part of the Agreement as if they had been fully set forth in it. At the Contractor's request, the State shall provide a copy of these orders to the Contractor.

13. The Parties agree that pursuant to C.G.S. Sec. 4d-40 the Joint Committee on Legislative Management and each nonpartisan office of the General Assembly shall continue to have access to state agency records that is not less than the access that said committee and such offices have on July 1, 1997.

14. The parties acknowledge and agree that nothing in the Agreement 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.

15. Audit and Inspection of Plants, Places of Business and Records.

    a) The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Participant's and Participant Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Agreement.

    b) The Participant shall maintain, and shall require each of the Participant Parties to maintain, accurate and complete Records. The Participant shall make all of its and the Participant Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.

    c) The State shall make all requests for any audit or inspection in writing and shall provide the Participant with at least twenty-four (24) hours' notice prior to the requested audit and

inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.

d) All audits and inspections shall be at the State's expense.

e) The Participant shall keep and preserve or cause to be kept and preserved all of its and Participant Parties' Records until three (3) years after the latter of (i) final payment under this Agreement, or (ii) the expiration or earlier termination of this Agreement, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Participant shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.

f) The Participant shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Participant shall cooperate with an exit conference.

g) The Participant shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Participant Party.

16. This Agreement, as thus constituted, contains the complete and exclusive statement of the terms and conditions agreed to by the parties hereto and shall not be altered, amended, or modified except in writing executed by an authorized representative of each party.

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THE REMAINDER OF THIS PAGE IS PURPOSELY LEFT BLANK

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SIGNATURE PAGE OF AGREEMENT

TOWN OF COLUMBIA

By: _____

Name: _____

Title: _____

Date: _____

STATE OF CONNECTICUT

By:_____
Mark Raymond
Its Chief Information Officer
Its Chair of Commission for Educational Technology

Appendix A

Department of Administrative Services
Bureau of Enterprise Systems and Technology

Help Desk Escalation

Nutmeg Network
7x24x365 Help Desk
860-622-2300, Option 9
or e-mail the helpdesk at
best.helpdesk@ct.gov

If emergency escalation beyond Help Desk is required, please use the following:

1st Escalation

James Mindek
CEN Director of Services and Member Relations
860-622-2296 Office
860-617-4005 Cell
James.mindek@uconn.edu

2nd Escalation

Scott Taylor, CEN Director
860-622-2242 Office
860-281-1399 Cell
Scott.Taylor@uconn.edu

3rd Escalation

Gerard Johnson, Manager—Network Services
860-622-2355 Office
203-437-561 Cell
Gerard.Johnson@ct.gov

State of Connecticut Department of Administrative Services
Bureau of Enterprise Systems and Technology
Last updated March 25, 2013 by WMR

Appendix B
Rate Schedule

Effective Date of Latest Rate Change 10-1-13

Institution Name	Town of Columbia
Annual Committed Bandwidth Amount	10 Mbps
Price per Mbps	$7.79/Mbps
Total Bandwidth Cost per Month:	$77.90
Number of Active Ports	1 Port
Price per Active Port	$113.35/month
Total Port Fee Cost per Month:	$113.35
Total Bandwidth & Port Fee per Month:	**$191.25**
Quarterly Billing Amount:	**$573.75**
You will be provided a /29 of CEN IPv4 Addressing an a /48 of CEN IPv6 Addressing	

TOWN OF COLUMBIA	STATE OF CONNECTICUT
BY: _____	_____
NAME: _____	_____
TITLE: _____	_____
DATE: _____	_____

STATE OF CONNECTICUT

OFFICE OF POLICY AND MANAGEMENT

June 20, 2014

Hon. Carmen L. Vance, First Selectman
Town of Columbia
323 Jonathan Trumbull Highway
Columbia, CT 06237

Grant Award

Dear Mr. Vance:

Enclosed you will find a Notice of Grant Award (NOGA), in the amount of $**19,900** for the **2014 Grant to Connect to the Nutmeg Network**. This funding is for the time period indicated on the attached award. Please sign and date the NOGA document and return it to OPM within 15 business days.

The NOGA must be accompanied by: (1) a copy of the first and signature page of the municipality's fully executed Network Access Service Agreement (NASA) with the State of Connecticut Department of Administrative Services; and (2) a current resolution passed by the town's legislative body, indicating that the officer that signs the grant award is specifically authorized to do so. Your signature indicates acceptance of all General Grant Conditions and the attached Scope of Work. Please note that any alterations or changes to the award document will result in the award becoming invalid and this offer of funding will be withdrawn.

The NOGA and accompanying documents must be mailed to:

Office of Policy and Management
Intergovernmental Policy Division
450 Capitol Avenue, MS#54 ORG
Hartford, CT 06106-1379
Attn: NUTMEG NETWORK

After the NOGA is fully executed by OPM, a copy will be mailed to you for your records and a payment in the full amount of the grant will be issued.

Please contact Sandra Huber, of my staff, at Sandra.Huber@ct.gov or (860) 418-6293 with any questions regarding this matter. Thank you for your anticipated cooperation.

Sincerely,

W. David LeVasseur, Acting Undersecretary
Intergovernmental Policy Division

Enclosures

OPM-A-16, July 2009

STATE OF CONNECTICUT
OFFICE OF POLICY AND MANAGEMENT
Intergovernmental Policy Division
450 Capitol Avenue
MS# 54 ORG
Hartford, CT 06106-1379
NOTICE OF GRANT AWARD

The Office of Policy and Management, Intergovernmental Policy Division, hereby makes the following grant award in accordance with Connecticut General Statutes Section 4-124s of the 2014 Supplement, and in accordance with the grant solitication and the attached grant application, if applicable.

Grantee	Town of Columbia
Address	Town Hall 323 Route 87
City/State/Zip	Columbia, CT 06237
Town Code	030
State Agency Code	_____
Federal Employer ID No.	06-0849153

OPM Grant No.	Nutmeg Network-14-17		
Project Title	Grant to Connect to Nutmeg Network		
Date Of Award	_____		
Period Of Award	From: 7/15/2014	To: 3/15/2015	
Amount Of Award	Federal: $ _____	State: $ 19,900.00	Interest: $ _____
	State Match: $ _____	Grantee Match: $ _____	Other: Specify $ _____
Total Budget	$ 19,900.00		

Federal Grant Number	_____	CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) Number	_____
Grantee Fiscal Year	From: _____	To:	_____

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

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

BY: _____
Signature of Authorized Official

_____ _____
Typed Name and Title of Authorized Official Date

FOR THE OFFICE OF POLICY AND MANAGEMENT
BY: _____
Signature of Authorized Official

Benjamin Barnes, Secretary _____
Typed Name and Title of Authorized Official Date

For OPM Business Office Use Only

AMOUNT	DEPT	PROG	FUND	SID	ACCOUNT	PROJECT	CHART 1/2	BR
	OPM20600	13046	12060	35457	55050	OPM000000001111	124119	
	OPM20					OPM00000000		
	OPM20					OPM00000000		

$19,900 Grant to
Town of Columbia
Connection to the Nutmeg Network

Nutmeg Network-14-17

SCOPE OF WORK

Overview of the Grant:

The **Office of Policy and Management**, Intergovernmental Policy Division, hereinafter referred to as OPM, hereby awards a grant in the amount of **$19,900** to the **Town of Columbia** to help cover the cost of connecting its central administrative facility to the Nutmeg Network. Specifically, the grant will fund the connection of Columbia Town Hall, 323 Route 87, Columbia, CT to the Nutmeg Network. OPM will administer the Nutmeg Network grant, in accordance with the Regional Performance Incentive Grant Program established under Connecticut General Statutes Section 4-124s.

Prior to the execution of this grant award by OPM, the **Town of Columbia** must submit evidence of a fully executed ***Network Access Service Agreement*** (NASA) with the State of Connecticut **Department of Administrative Services** and its **Commission for Educational Technology**, pursuant to Connecticut General Statutes Section 4d-80(c)(9), as amended.

Upon full execution of the grant award documents, OPM shall make a distribution of $19,900 to the Town of Columbia. Any balance of grant funds remaining after the connection to the central administrative facility is complete must be applied toward other capital and/or operational costs associated with the Nutmeg Network, or otherwise returned to OPM no later than sixty (60) days following closeout of the grant. If connection to the Nutmeg Network has not occurred by the grant expiration date, all grant funds must be returned to OPM.

Note: If grant funds will be used to pay the cost of construction activities outside of existing utility corridors, such as the installation of new conduit or utility poles, the municipality must submit final design plans to OPM for review **prior to the start of construction**. This review is necessary to ensure that construction activities are in compliance with the Connecticut Environmental Policy Act (CEPA). Conn. Gen. Stat. § 22a-1, *et seq*. OPM will make every effort to complete its review in a timely manner, in order to minimize the potential for any construction delays. The municipality may request a no-cost extension to this grant award no later than thirty (30) days prior to the expiration of this grant award, if it is unable to connect to the Nutmeg Network by the original grant end date, due to circumstances beyond its control.

Any final design plans involving construction activities outside of existing utility corridors, or any formal request for a no-cost extension to this grant award, shall either be mailed or e-mailed (PDF) to the following address:

Office of Policy and Management
450 Capitol Avenue, MS# 54 ORG
Hartford, CT 06106-1379
Attn: Sandra Huber
Sandra.Huber@ct.gov

OFFICE OF POLICY AND MANAGEMENT
Intergovernmental Policy Division
450 CAPITOL AVENUE
MS #54 ORG
HARTFORD, CT 06106

GENERAL GRANT CONDITIONS

SECTION 1: Use of Grant Funds.

The Grantee agrees to expend the grant funds awarded pursuant to this agreement for allowable purposes only and to comply with all of the terms and conditions of the grant award and any related documents that set forth its obligations as Grantee. Grant funds shall not, without advance written approval by the Office of Policy and Management (OPM), be obligated prior to the starting date or subsequent to the end date of the grant period.

SECTION 2: Fiscal Control.

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

SECTION 3: Retention of Records and Records Accessibility.

3.1 All services performed by Grantee shall be subject to the inspection and approval of OPM at all times, and Grantee shall furnish all information concerning the services.

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

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

a. If any litigation, claim or audit is started before the expiration date of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved; and

b. Records for the purchase of equipment (i.e., non-expendable, tangible personal property) acquired with grant funds shall be retained for three years after the final disposition of said property.

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

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

SECTION 4: Insurance.

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

SECTION 5: Conflict of Interest.

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

SECTION 6: Reports.

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

SECTION 7: Funding Limitation.

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

SECTION 8: Revised Budget.

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

SECTION 9: Audits.

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

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

9.3 If the Grantee receives any federal funds in this grant, as identified on the Notice of Grant Award, and meets the requirements of OMB Circular A-133, Audits of State and Local Governments and Non Profit Organizations, the Grantee is required to submit an audit conducted in accordance with Generally Accepted Accounting Principles (GAAP) and/or Generally Accepted Governmental Auditing Standards (GAGAS) issued by the Comptroller General of the United States, as well as OMB Circular A-133. This circular requires those state and local governments and non-profit organizations which expended a total amount of federal financial assistance equal to or in excess of $500,000 in any fiscal year to have a federal single audit or a program-specific audit conducted for such fiscal year. A program-specific audit may be conducted if the Grantee receives Financial Assistance under only one federal program. For audit purposes, State or grantee match funds, as identified on the Notice of Grant Award, are subject to the same requirements as the federal monies. OMB Circular A-133 requires that the audit report be submitted by the earlier of 30 days after the date of receipt of the auditor's report(s), or 9 months after the end of the audit period.

SECTION 10: Unexpended Funds and/or Disallowed Costs.

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

SECTION 11: Nondiscrimination and Affirmative Action.

11.1 The Grantee agrees and warrants that in the performance of the Grant Award such Grantee will not discriminate nor permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Grantee that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or the State of Connecticut.

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

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

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

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

11.6 The Grantee agrees to comply with each provision of this section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by the Commission on Human Rights and Opportunities pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f.

11.7 The Grantee agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Grantee which relate to the provisions of this section and Connecticut General Statutes § 46a-56.

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

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

11.10 The Grantee shall include the provisions of subsections 11.1 to 11.8, inclusive, in every subcontract or purchase order entered into in order to fulfill any obligation of a grant with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by

regulations or orders of the Commission on Human Rights and Opportunities. The Grantee shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Grantee becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Grantee may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

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

SECTION 12: Executive Orders.

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

12.2 This agreement is subject to the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, requiring contractors and subcontractors to list employment openings with the Connecticut State Employment Service and such Executive Order is incorporated herein by reference and made a part thereof. The parties agree to abide by said Executive Order and agree that the granting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to performance in regard to listing all employment openings with the Connecticut State Employment Service. This agreement may be canceled, terminated or suspended by the granting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner is not a party to this agreement.

12.3 This agreement is subject to the provisions of Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, regarding Violence in the Workforce Prevention and, such Executive Order is incorporated herein by reference and made a part thereof. This agreement may be canceled, terminated or suspended by the State for violation of or noncompliance with said Executive Order No. Sixteen.

SECTION 13: Americans with Disabilities Act.

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

SECTION 14: Independent Contractor.

The Grantee shall act as an independent contractor in performing this agreement, maintaining complete control over its employees and all of its subcontractors. Before hiring outside consultants or

entering into contractual agreements with persons, partnerships or companies, the Grantee will notify OPM of the contractor's identity.

SECTION 15: Federal Compliance and Assurances.

If the Grantee receives any federal funds in this grant, as identified on the Notice of Grant Award, the Grantee and all its subgrantees will comply with the nondiscrimination requirement of Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973 as amended; and the Age Discrimination Act of 1975, to the effect that no person shall, on the grounds of race, color, national origin, age, sex, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under, or denied employment in connection with any program or activity funded in whole or in part with funds made available in this grant.

SECTION 16: Non-Supplanting.

16.1 If the Grantee receives any federal funds in this grant as identified on the Notice of Grant Award, the Grantee agrees that these grant funds will be used to supplement and increase, but not supplant, the level of state, local, private and federal funds that would, otherwise, be made available for this project and to serve this target population and will in no event replace such state, local, private and federal funds.

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

SECTION 17: Additional Federal Conditions.

If the Grantee receives any federal funds in this grant as identified on the Notice of Grant Award, the Grantee agrees to comply with the attached Additional Federal Conditions which have been issued by the federal grantor agency to OPM and which are, hereby, made a part of this grant award.

SECTION 18: Indemnification.

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

SECTION 19: Large State Contracts.

Pursuant to Connecticut General Statutes §§ 4-250 and 4-252, Contractor must present at the execution of each large state contract (having a total cost to the State of more than $500,000 in a calendar or fiscal year) an executed gift affidavit, which Contractor shall update on an annual basis in accordance with paragraph 8 of Governor M. Jodi Rell's Executive Order No. 1. In addition, pursuant to paragraph 8 of Governor M. Jodi Rell's Executive Order No. 1, anyone who executes and files said gift affidavit shall also execute and file a campaign contribution affidavit disclosing all contributions made to campaigns of candidates for statewide public office or the General Assembly.

SECTION 20: State Contracting Standards Board.

Pursuant to paragraph 6(a) of Governor M. Jodi Rell's Executive Order No. 7C, Grantee acknowledges and accepts that, for cause, the State Contracting Standards Board may review and recommend, for OPM's consideration and final OPM determination, termination of this grant contract. "For Cause" means: (1) a violation of the State ethics laws (Chapter 10 of the Connecticut General Statutes) or Connecticut General Statutes § 4a-100 or (2) wanton or reckless disregard of any State contracting and procurement process by any person substantially involved in such contract or state contracting agency.

SECTION 21: Campaign Contribution and Solicitation Prohibitions.

For all State contracts as defined in Section 9-612 of the Connecticut General Statutes having a value in a calendar year of $50,000 or more or a combination or series of such agreements or contracts having a value of $100,000 or more, the authorized signatory to this agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See Attachment A.

SECTION 22: Non-Discrimination Certification.

Pursuant to Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), every Grantee is required to provide the State with a non-discrimination certificate for all State contracts regardless of type, term, cost or value. The appropriate form must be submitted to the awarding State agency prior to contract execution. Copies of "nondiscrimination certification" forms that will satisfy the statutory requirements may be found on OPM's website. The applicable certification form must be signed by an authorized signatory of the Grantee.

SECTION 23: Additional Restrictions on Use of Federal Funds.

Pursuant to 18 U.S.C. § 1913 and 31 U.S.C. § 1352, Grantee understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government without the express prior written approval of federal government.

SECTION 24: Iran Certification.

Effective October 1, 2013, this certification must accompany any large state contract. When submitting your bid or proposal, or, if there was no bid process, prior to executing a contract, this certification must be completed by any corporation, general partnership, limited partnership, limited liability partnership, joint venture, nonprofit organization or other business organization **whose principal place of business is located outside of the United States**. United States subsidiaries of foreign corporations are exempt. For purposes of this certification, a "foreign corporation" is one that is organized and incorporated outside the United States of America. "Large state contract" has the same meaning as provided in section 4–250 of the Connecticut General Statutes.

SECTION 25: Forum and Choice of Law.

The parties deem the Grant 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 Grant 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 Grantee 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.

SECTION 26: Special Grant Conditions.

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

ATTACHMENT A

NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION BAN

This notice is provided under the authority of Connecticut General Statutes Section 9-612(g)(2), as amended by P.A. 10-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined below):

Campaign Contribution and Solicitation Limitations

No *state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor*, with regard to a *state contract* or *state contract solicitation* with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee (which includes town committees).

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall **knowingly** *solicit* contributions from the state contractor's or prospective state contractor's employees or from a *subcontractor* or *principals of the subcontractor* on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

Duty to Inform

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

Penalties for Violations

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil penalties—Up to $2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of up to $2,000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or not more than $5,000 in fines, or both.

Contract Consequences

In the case of a state contractor, contributions made or solicited in violation of the above prohibitions may result in the contract being voided.

Revised October 2013

In the case of a prospective state contractor, contributions made or solicited in violation of the above prohibitions shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State shall not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Definitions:

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. "Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract,* (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan, a loan to an

individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of Navy or the United States Department of Defense.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

"Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

"Dependent child" means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

"Solicit" means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

"Subcontractor" means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor's state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty first of the year in which the subcontract terminates. "Subcontractor" does not include (i) a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or (ii) an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a subcontractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a subcontractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a subcontractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a subcontractor, which is not a business entity, or if a subcontractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any subcontractor who has managerial or discretionary responsibilities with respect to a subcontract with a state contractor, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the subcontractor.

TOWN OF COLUMBIA

323 Jonathan Trumbull Highway, Columbia, CT 06237
(860) 228-0110 FAX: (860) 228-1952

OFFICE OF THE TOWN ADMINISTRATOR

TO: Columbia Board of Selectmen

FROM: Jonathan Luiz, Town Administrator

DATE: June 27, 2014

RE: PERSONNEL HIRE

RECOMMENDATION OF THE COLUMBIA TOWN ADMINISTRATOR

I recommend that the Columbia Board of Selectmen make the following personnel hire:

Name: Nicholas Bessette **Tel #:** 860-617-4786

Address: 141 Exeter Rd.
Lebanon, CT 06249

Position/Title: Lifeguard/Head Guard Starting Date: 7/2/2014

Benefits: _ FT (benefits) _ PT (no benefits)
_ PT (benefits) X Temp/Seasonal (no benefits)

Pay Info: Mr. Bessette will be $10.70 for time spent working in the lifeguard capacity. He will be paid $13.24 for time spent working in the Head Guard capacity, pending budget approval. Mr. Bessette will switch between the two positions at the direction of the Recreation Director and/or her designee.

Comments:

Signature: _____ **Date:** _____
Jonathan Luiz, Columbia Town Administrator

AUTHORIZATION OF THE COLUMBIA BOARD OF SELECTMEN

The Columbia Board of Selectmen hired Nicholas Bessette in accordance with the specifications listed above at its regular meeting of 7/1/2014

Signature: _____ **Date:** _____
Carmen L. Vance, First Selectman

TOWN OF COLUMBIA

323 Jonathan Trumbull Highway, Columbia, CT 06237
(860) 228-0110 FAX: (860) 228-1952

OFFICE OF THE TOWN ADMINISTRATOR

TO: Columbia Board of Selectmen

FROM: Jonathan Luiz, Town Administrator

DATE: June 27, 2014

RE: PERSONNEL HIRE

RECOMMENDATION OF THE COLUMBIA TOWN ADMINISTRATOR

I recommend that the Columbia Board of Selectmen make the following personnel hire:

Name: Alexandra Kaplan **Tel #:** 860-634-4923

Address: 94 Synagogue Road
Lebanon, CT 06249

Position/Title: Lifeguard/Head Guard Starting Date: 7/2/2014

Benefits: _ FT (benefits) _ PT (no benefits)
_ PT (benefits) X Temp/Seasonal (no benefits)

Pay Info: Ms. Kaplan will be $10.70 for time spent working in the lifeguard capacity. She will be paid $13.24 for time spent working in the Head Guard capacity, pending budget approval. Ms. Kaplan will switch between the two positions at the direction of the Recreation Director and/or her designee.

Comments:

Signature: _____ **Date:** _____
Jonathan Luiz, Columbia Town Administrator

AUTHORIZATION OF THE COLUMBIA BOARD OF SELECTMEN

The Columbia Board of Selectmen hired Alexandra Kaplan in accordance with the specifications listed above at its regular meeting of 7/1/2014

Signature: _____ **Date:** _____
Carmen L. Vance, First Selectman

Rebecca Stearns

560 Main Street

Apt 617

Willimantic, CT 06226

rnstearns@msn.com

17 June 2014

Town of Columbia
323 Route 87
Columbia, CT 06237

Dear Board of Selectmen:

I would like to inform you that I am resigning from my position as a member of the Youth Services Committee, effective immediately.

Thank you for your continued dedication to the Town, specifically the families and children of our community. When I first started on this endevour several years ago, I often felt helpless. It has been wonderful to see your response to the need that I felt was far too hidden. I know that each of you has the same interest of investing in the lives of young people, in order to help them succeed throughout their lives.

I will continue to attend meetings and volunteer where I am able.

Sincerely,

Rebecca Stearns