

# WOLCOTT TOWN COUNCIL

Regular Meeting

Tuesday, July 19, 2016

Council Chambers, Wolcott Town Hall

7:00 p.m.

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## MINUTES

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**Note:** These are summary minutes; a tape recording of this meeting is on file in Commission Secretary's Office in Wolcott Town Hall.

Chairman Valletta called the meeting to order at 7:00 p.m. with the Pledge of Allegiance. Mr. Picard requested a moment of silence for the fallen police officers in Dallas and in Baton Rouge. Attendance was taken.

**MEMBERS PRESENT:** Chairman David Valletta, Vice-Chairman Gale Lanza Mastrofrancesco, Francis Masi, Roger Picard, Joseph Membrino, Donald Charette Sr., Rachel Wisler, Jeffrey Slavin, and Francis Masi

**MEMBERS ABSENT:** George Phelan

**ALSO PRESENT:** Mayor Thomas G. Dunn; Sue Hale, Municipal Finance Officer; Anthony Marino, Treasurer; Wolcott High School Baseball Team; Coach Angiolillo; Candace Barth, Library Director; David Wilson, Office Equipment Center, LLC; Carl DeMilia, Executive Director, Bibliomation, Inc.; Thomas Sweda, Director of Systems, Bibliomation, Inc.; Taxpayers: Judith Ball and Janet Tynan, et al.

**RECOGNITION OF WOLCOTT HIGH SCHOOL BASEBALL TEAM:** Mayor Dunn stated that they have asked the Wolcott High School Baseball Team here tonight to congratulate them for winning the State Championship and presented them with a plaque. Coach Angiolillo proceeded to introduce all of the players and gave a play by play of the winning game.

### **APPROVAL OF MINUTES:**

#### ▪ **Regular Meeting – June 21, 2016**

Upon **MOTION** by Roger Picard, seconded by Jeffrey Slavin, it was unanimously voted to **approve** the minutes of the Regular Meeting held on June 21, 2016, with one abstention from Francis Masi.

**TAXPAYERS' TIME:** (Limited to Items on the Agenda)

No taxpayers came forward.

### **CORRESPONDENCE (on file):**

1. **Initial Year-End Finance Office Transfers for FY 2015-2016, submitted by Sue Hale**

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2. Letter dated June 22<sup>nd</sup> to Edwin Rodriguez Regarding his Appointment to the Board of Ethics
3. Town Council Annual Report for FY 2015-2016, submitted to Mayor's Office
4. Treasurer's Report dated 07-19-16
5. BOE Year to Date Budget Report dated 06-30-16

### MAYOR'S REPORT:

Mayor Dunn came forward and reported the following:

- The transition in the finance office is going well
- The summer programs continue and road work is also still underway

A brief question and answer period was held and discussion followed with regard to the accidents on the corner of Clark Street and Woodtick Road. Mayor Dunn stated that most of it is due to high speeds.

### FINANCE OFFICER'S REPORT/TRANSFERS:

Sue Hale came forward and reported the following:

- Steve Slater, who was formerly the Deputy Treasurer, has been appointed as Chief Accountant
- He is working in his new position and also training and assisting his replacement Danielle Givens
- The Finance Office and Treasurer's Office staff are working hard to prepare for the FY 2015-2016 audit
- Mahoney, Sabol will be here on August 22<sup>nd</sup>
- As required by CT General Statute Sec. 7-406b, they have submitted a copy of the adopted budget to the Office of Policy & Management along with the municipal budget database form for FY 2016-2017
- Initial Year-End Transfers were submitted for approval

Upon **MOTION** by Roger Picard, seconded by Jeffrey Slavin, it was unanimously voted to **approve** the following year end transfer in Fund 30: from #3200 \$475.00, to #8181 \$475.00 (**see attached**).

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Upon **MOTION** by Donald Charette, seconded by Jeffrey Slavin, it was unanimously voted to **approve** the following year end transfer in Fund 35: from #4600 \$557.22, to #1100 \$532.61, and also to #1161 \$24.61 (**see attached**).

Upon **MOTION** by Donald Charette, seconded by Jeffrey Slavin, it was unanimously voted to **approve** the following year end transfer in Fund 36: from #1140 \$145.09, to #1100 \$132.78, and also to #1161 \$12.31 (**see attached**).

Upon **MOTION** by Gale Mastrofrancesco, seconded by Joseph Membrino, it was unanimously voted to take a two minute recess at 7:28 p.m.

Chairman Valletta called the meeting back to order at 7:30 p.m.

### **TREASURER'S REPORT**

Anthony Marino came forward, at which time he referenced his Treasurer's Report dated 07-19-16 which was submitted in Council packets. Mr. Marino proceeded to review the report for the Council and discussed the following topics contained therein (**full report attached**).

- **Year In Review**
- **Treasury Management**
- **Markets**
- **CD Investments**
- **STIF Investments**
- **Pension Status Update**

### **SUB-COMMITTEE/LIAISON REPORTS:**

**SUB-COMMITTEE FOR THE WALKING TRAIL:** Mr. Charette gave an update on the walking trail. Signage and kiosks will be placed soon. He noted that it is being used quite extensively and that it is a great asset for the town.

### **UNFINISHED BUSINESS:**

- 1. Discussion & Possible Action to Authorize the Mayor to Execute Library Network Access Service Agreement**

Candace Barth, David Wilson, Carl DeMilia, and Thomas Sweda came forward.

Mr. Wilson referenced the contract and stated that he has reviewed it (**see attached**). He next reported the following:

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## MINUTES

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- He is aware that the 20 year contract is a concern; fiber optic connections have been around since the 70's; over time the costs have been getting lower and lower
  - This agreement pays for a fiber optic connection from the library to the existing connection at the high school
  - As far as a 20 year commitment to fiber, it's been around a long time and the State has been using it; he believes that technology will not be the issue in this case; there is also a maintenance agreement component to this for a fee to handle situations of equipment failures on either end of the fiber
  - The charge is \$150.00 per month for a 10 MB connection; it would only be more if they exceeded the usage on a regular basis; it is not based on cumulative usage; it would be very hard for the library to exceed this for multiple months in a row; this has not happened with any libraries who have signed on so far
  - The library currently has free internet service provided by the State; it has for the past 14 years, but that is now going away

A question and answer period followed with respect to current circuit speeds and various other technical issues. Mr. Wilson provided answers to same. Mrs. Barth advised that the library receives free WiFi from Comcast. Mr. Sweda advised that the WiFi that the library has is unsecure which would allow anyone to hack into the system. Mr. DeMilia noted that per State Statute, libraries are required to provide private and secure networks.

Mrs. Mastrofrancesco stated that her biggest concern is the 20 year commitment and how fast technology changes. She also stated that she is not comfortable with approving this without having other proposals. Mrs. Barth advised that all of the construction is covered under the grant and they also receive E Rate funds to help pay for the monthly fee.

A question and answer period continued with respect to all aspects of the agreement including the costs, the fees, and numerous other technical issues. Mr. DeMilia and Mr. Sweda provided clarification on all questions. They further explained how the Connecticut Education Network (CEN) works and how the Bibliomation network works and the services that Bibliomation provides.

Mrs. Mastrofrancesco commented that her biggest issue is the 20 year commitment and not having any other proposals and/or costs for other options.

Lengthy discussion continued regarding the pros and cons of signing into the agreement.

**A MOTION** was offered by Rachel Wisler, seconded by Jeffrey Slavin, to **authorize** the Mayor to Execute Library Network Access Service Agreement.

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A roll call vote was taken and the above motion *carried* as indicated below: (6 Yes; 1 No; 1 Abstention)

	<u>YES</u>	<u>NO</u>	<u>ABSTAIN</u>
Gale Mastrofrancesco		X	
Rachel Wisler	X		
Roger Picard	X		
Jeffrey Slavin	X		
Donald Charette	X		
Joseph Membrino	X		
David Valletta	X		
Francis Masi			X

### NEW BUSINESS:

There was no new business.

### ITEMS FOR NEXT AGENDA:

Chairman Valletta advised that if anyone has any items that they should contact himself or the Clerk.

### TAXPAYERS' TIME (summary of comments below):

1. **Judith Ball, of 13 Farmingbury Road**, came forward and thanked everyone who voted yes on the library agreement. She next commented that it seems to her that there on some people on the Council that just do not understand what the library is about. She wishes that each member would come to the library and see what goes on. There is a whole spectrum of activity going on for all ages of people. The library is the cultural core of the town.
2. **Janet Tynan, of 3 Chandler Drive**, came forward and noted that the contract for the library is very complex and she has learned a lot. She thanked the Council for their attention to this matter. She noted that times are progressing but that the services that the library provides are always relevant.

### EXECUTIVE SESSION:

No Executive Session was held.

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### **ADJOURNMENT:**

Upon **MOTION** by Roger Picard, seconded by Joseph Membrino, it was unanimously voted to adjourn the meeting at 8:35 p.m.

### **APPROVED:**

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Elizabeth Gaudiosi, Secretary  
**WOLCOTT TOWN COUNCIL**

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David Valletta, Chairman  
**WOLCOTT TOWN COUNCIL**

THOMAS G. DUNN  
MAYOR



OFFICE OF THE MAYOR  
TOWN OF WOLCOTT

July 14, 2016

David Valletta, Chairman  
Wolcott Town Council  
10 Kenea Avenue  
Wolcott, CT 06716

**RE: TRANSFERS WITHIN/BETWEEN DEPARTMENTS – FISCAL YEAR 2015/2016**

Dear Mr. Valletta:

In accordance with the provisions of the Wolcott Town Charter, I am notifying you of the following initial year-end transfers for Fiscal Year 2015/2016 contained in Schedule A (Fund 30, Fund 35 and Fund 36) which is attached.

If you have any questions, please feel free to contact me.

Sincerely,

Susan E. Hale,  
Municipal Finance Officer

SEH/sh  
Enclosures

MAYOR'S ACTION: ...  
DATE: July 14, 2016

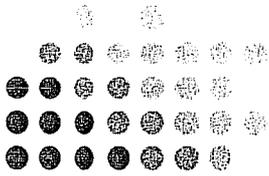
APPROVED BY:   
Thomas G. Dunn, Mayor  
Town of Wolcott

COUNCIL'S ACTION:  
DATE: July 19, 2016

APPROVED BY:   
Chairman, Wolcott Town Council

**SCHEDULE A**  
**INITIAL YEAR END TRANSFERS WITHIN / BETWEEN DEPARTMENTS - FUNDS 30, 35 and 36**  
**2015-2016 FISCAL YEAR - FOR REVIEW BY TOWN COUNCIL ON JULY 19, 2016**

<u>DEPARTMENT</u>	<u>ACCOUNT</u>	<u>DESCRIPTION</u>	<u>DEBIT</u>	<u>CREDIT</u>
<b>FUND 30 - ACQUIRED FACILITIES</b>				
	TO 30-8-800-8-8181	PICNIC REFUNDS	475.00	
	FROM 30-8-800-3-3200	LEGAL & CONSULTING SERVICES		475.00
		<b>TOTAL FUND 30</b>	<b>475.00</b>	<b>475.00</b>
<b>FUND 35 - SEWER USAGE</b>				
	TO 35-3-321-1-1100	SALARY/ADMINISTRATIVE	532.61	
	35-3-321-1-1161	PART TIME ENGR & ARCHITECTURE	24.61	
	FROM 35-3-321-4-4600	CONTRACT SERVICES		557.22
		<b>TOTAL FUND 35</b>	<b>557.22</b>	<b>557.22</b>
<b>FUND 36 - WATER USAGE</b>				
	TO 36-3-351-1-1100	SALARY/ADMINISTRATIVE	132.78	
	36-3-351-1-1161	PART TIME ENGR & ARCHITECTURE	12.31	
	FROM 36-3-351-1-1140	WAGES - OPERATIONS		145.09
		<b>TOTAL FUND 36</b>	<b>145.09</b>	<b>145.09</b>



# Treasurer's Report

July 19<sup>th</sup> 2016

## Smart Goals Setting

# SMART

Specific      Measurable      Attainable      Relevant      Time-bound

Quantifiable      Achievable      Significant      Feasible      or Realistic

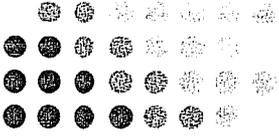


# Agenda

- Year in Review
- Treasury Management
- Markets
- CD Investments
- STIF Investments
- Pension Status Update



# Year in Review



- Bond rating remains AA
- Appointed new Deputy Treasurer – Danielle Givens
- Measure the accuracy of end of month balance on major accounts (mistake proofing)
  - Daily Bank reconciliation
  - Improved first pass yield
  - Reduce rework time
- Implemented automated Payroll & HR systems with ADP by purchasing Workforce Now (Town procedures now in compliance with Affordable Care Act)
- Policy improvement efforts Treasurer Management
  - Cash Management procedure (maximize idle cash)
  - Implemented Payee Validation – Board of Education & Town
  - Implemented Positive Pay – Board of Education & Town
  - Developed Treasury Management System

Continuous improvement efforts





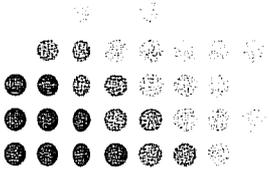
# The Goal of Treasury Management

- Availability – to maximize amount of cash available, both to meet daily cash need and to increase the amount available for investment.
- Yield – to earn the maximum return on cash invested

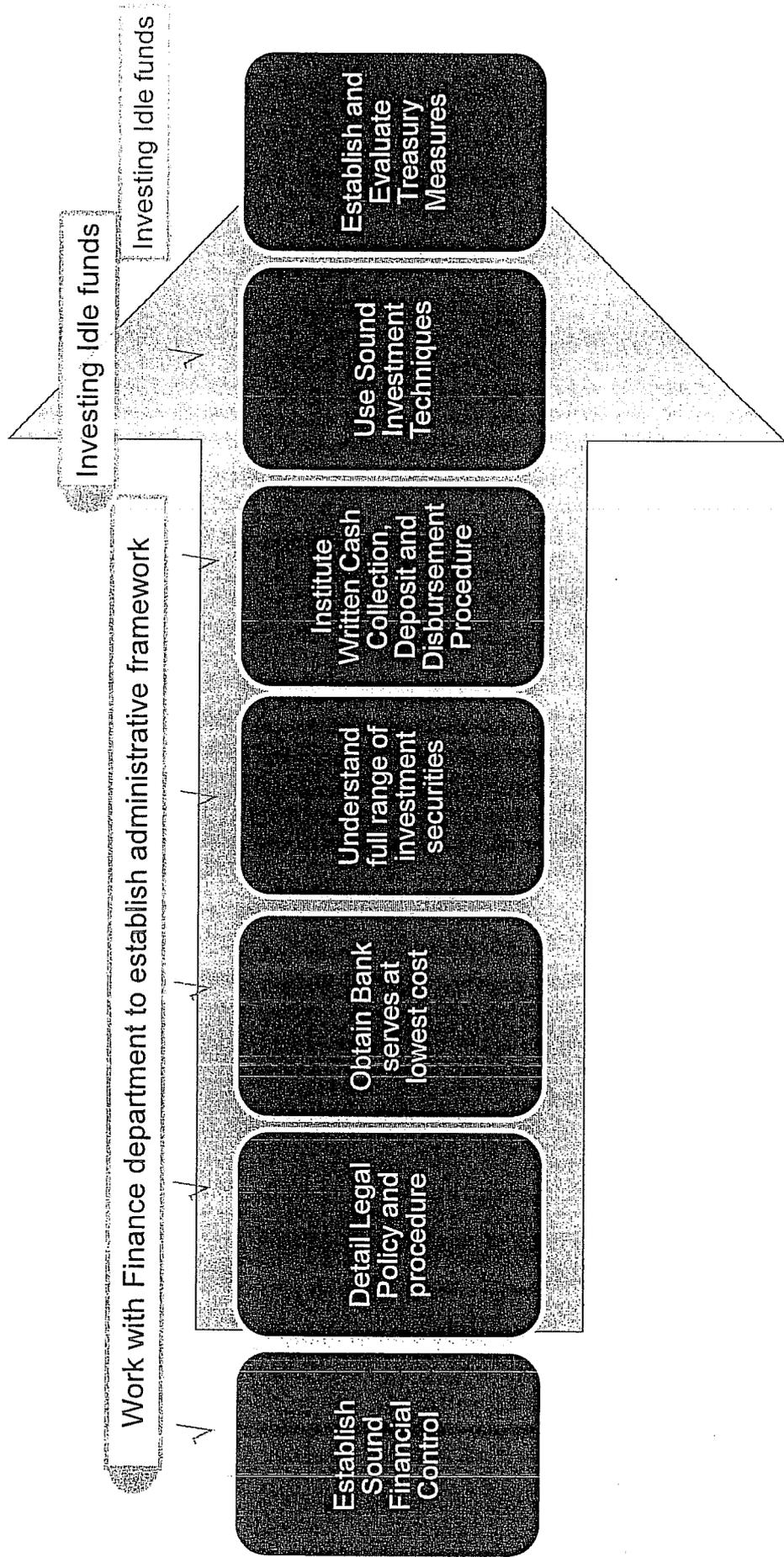
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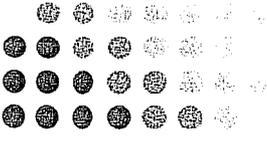
- ✓ Legal restrictions (State Status)
- ✓ Local Policies
- ✓ Risk



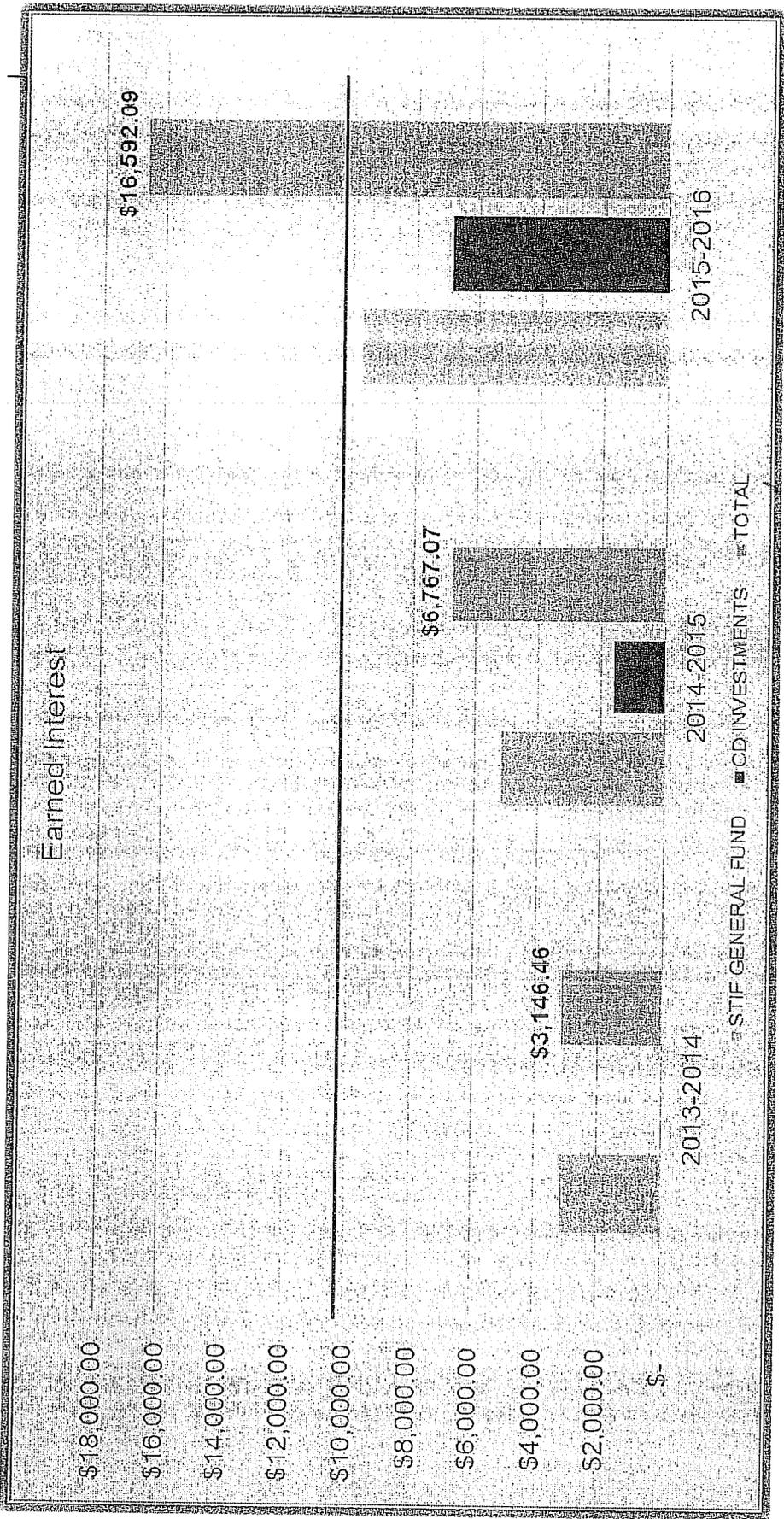


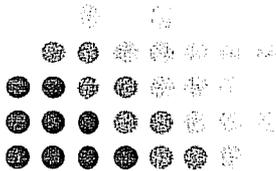
# 7 Steps in Treasury Management





# Comparative Interest

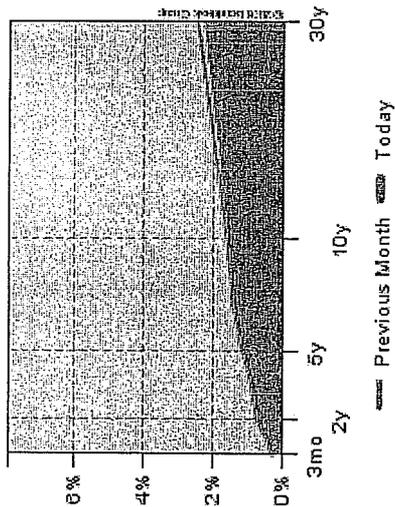




# Markets

Today's Market

Last Check: 12:49:18 PM ET



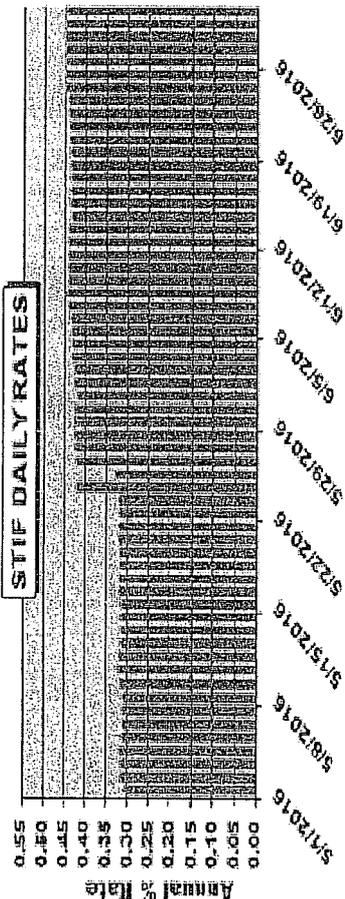
Town of Wolcott Benchmark US 3 mo. Treasury

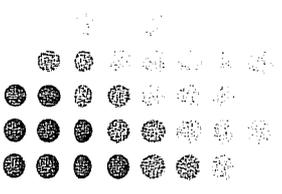
US Treasury Maturity	Today
US 3 MO	0.2298
US 6 MO	0.3390
US 1 YR	0.493
US 2 YR	0.677
US 3 YR	0.810
US 5 YR	1.096
US 7 YR	1.363
US 10 YR	1.541
US 30 YR	2.265

• STIF .46%

DAILY RATES 7BAYMHD: 0.46%

7BAYMHD: 0.46%





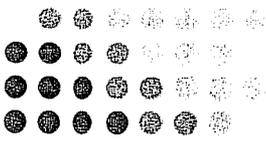
# SUMMARY OF CERTIFICATE OF DEPOSIT INVESTMENTS

Institution	Maturity Date	% Yield	Amount	estimated annual income
BERKSHIRE BK	3/30/2016	0.5	\$245,000.00	\$1,225.00
BANK INDIAN NEW YORK	4/27/2016	0.005	\$245,000.00	\$1,225.00
FirstBank Puerto Rico Santurce PR	10/9/2016	0.600%	\$245,000.00	\$1,470.00
GOLDMAN SACHS BK USA NEW YORK	10/31/2016	0.500%	\$245,000.00	\$1,225.00
ORIENTAL BK & TR	1/10/2017	0.850%	\$100,000.00	\$850.00
SYNOVUS BK COLUMBUS GA	5/9/2017	0.750%	\$245,000.00	\$1,837.50
SAFRA NATL BK NEW YORK	7/17/2017	0.700%	\$245,000.00	\$1,715.00
CAPITOL ONE BANK (USA) NATIONAL ASSOCIATION	10/27/2017	0.774%	\$245,000.00	\$1,896.50
<b>TOTALS</b>			<b>\$1,325,000.00</b>	<b>\$8,993.80</b>

**Total \$ 1,325,000**

- SAFTEY OF PRINCIPAL
- LIQUIDITY
- YIELD





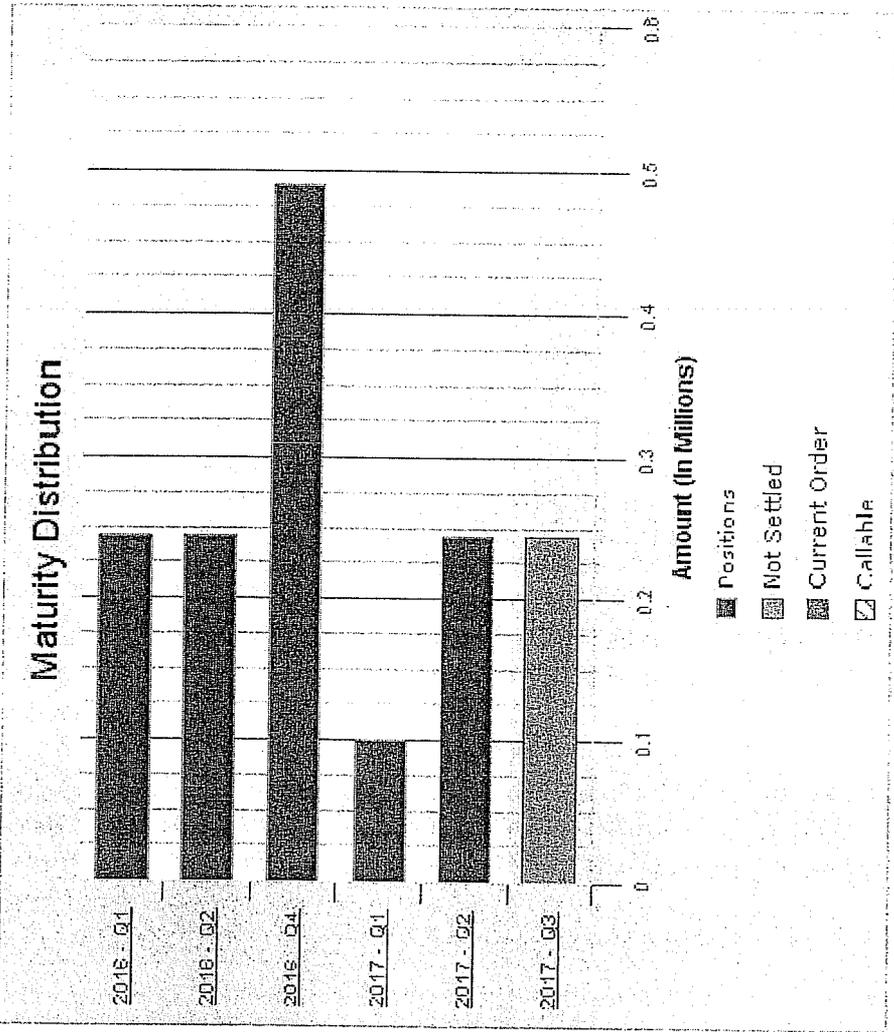
# Maturity Distribution Chart

Click any row below to view detail

Group	No. Of Issues	Amount
2016 - Q1	1	\$245,000.00
2016 - Q2	1	\$245,000.00
2016 - Q4	2	\$490,000.00
2017 - Q1	1	\$100,000.00
2017 - Q2	1	\$245,000.00
2017 - Q3	1	\$245,000.00

View maturity details or a market composite

Type  Include Time Frames with No Maturities



View a Market Composite for a specific quarter

# Cash Flow Summary

**eConnect Direct**

**Cash Flow Summary**  
March 2018 - March 2018

Town of Wolcott eConnect Direct - Account #0168048 - Town of Wolcott, CT - Account RMB:010655

Month Ending	Beginning Balance	Ending Balance	Unl. Accrued	Paid In Advance	Interest Earned	Paid Principal
March 2016	\$2,563.08	\$2,164.06*	(\$389.02)	\$1,046.34	\$637.34	\$745,000.00
April 2016	\$2,164.06	\$693.07*	(\$1,571.00)	\$7,000.45	\$563.16	\$216,000.00
May 2016	\$693.07	\$394.15*	\$357.13	\$120.82	\$477.95	\$0.00
June 2016	\$394.15	\$151.85*	\$337.08	\$124.85	\$467.53	\$0.00
July 2016	\$151.85	\$1,265.17*	(\$166.70)	\$544.64	\$477.95	\$0.00
August 2016	\$1,265.17	\$355.10	\$355.10	\$194.85	\$477.95	\$0.00
September 2016	\$355.10	\$1,029.67*	(\$500.62)	\$1,051.15	\$402.53	\$0.00
October 2016	\$1,029.67	\$524.93	(\$504.74)	\$464.92	\$345.16	\$450,000.00
November 2016	\$524.93	\$745.82*	\$220.89	\$0.00	\$270.84	\$0.00
December 2016	\$745.82	\$974.08	\$228.25	\$0.00	\$228.25	\$0.00
January 2017	\$974.08	\$724.93*	(\$249.15)	\$428.48	\$179.30	\$100,000.00
February 2017	\$724.93	\$665.89*	\$140.96	\$0.00	\$140.96	\$0.00
March 2017	\$665.89	\$110.75*	(\$755.14)	\$911.20	\$156.04	\$0.00
April 2017	\$110.75	\$261.74*	\$151.00	\$0.00	\$151.03	\$0.00
May 2017	\$261.74	\$0.00*	(\$261.74)	\$1,218.29	\$956.01	\$245,000.00
<b>Report Totals</b>				\$6,510.76	\$5,947.65	\$1,325,000.00

\* Indicate a user-adjusted value.





# Summary

## CONNECTICUT SHORT TERM INVESTMENT FUND

CONNECTICUT SHORT TERM INVESTMENT FUND	CUSTOMER NAME	FUND FAMILY	NAV/AS of Date	Value
1235586130	LIBRARY DONATION FUND	State of CT Short-Term Investment Fund	7/11/2016	\$ 13,272.71
1235576070	SEWER USAGE	State of CT Short-Term Investment Fund	7/11/2016	\$ 245,206.49
1235580520	CAPITAL FUND WOLCOTT	State of CT Short-Term Investment Fund	7/11/2016	\$ 804.72
1235578490	FHCC CLUBHOUSE	State of CT Short-Term Investment Fund	7/11/2016	\$ 2,436.30
1235573142	GENERAL FUND INVESTMENT	State of CT Short-Term Investment Fund	7/11/2016	\$ 1,022,179.92
1235578610	LAND OPEN SPACE	State of CT Short-Term Investment Fund	7/11/2016	\$ 65,834.81
1235577630	STAIR UPGRADE	State of CT Short-Term Investment Fund	7/11/2016	\$ 614.53

\$1,350,349.48

The fund earned an average annualized yield of .45 percent



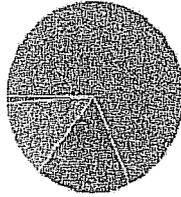
# Retirement Plan Of Wolcott Employees & Policemen



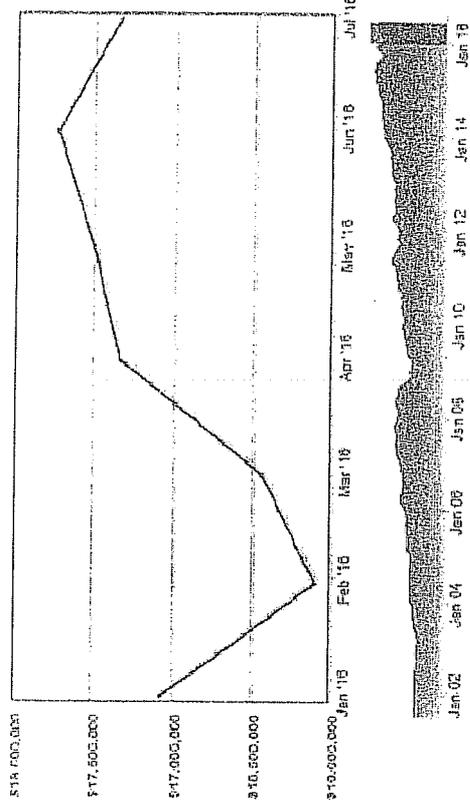
All Accounts  Custom Date  TO  GO

ASSET CLASS (PRIMARY)  ASSET CATEGORY

**PRIMARY**  
 AS OF JUNE 30, 2016  
 Domestic Equity 68.27%  
 Fixed Income 17.43%  
 Cash And Equivalents 12.99%  
 Bonded 1.31%  
 100%



## History



Currency Values (\$)

Account Summary  JANUARY 01, 2016 TO JUNE 30, 2016

Beginning Balance	17,061,212.86
Additions/Withdrawals	-25,015.00
Net Change	30,3016.47
<b>Ending Balance:</b>	<b>\$17,339,214.33</b>

Balances  AS OF JUNE 30, 2016

	CASH (\$)	VALUE (\$)
RETIREMENT \$17,339,214.33		
Retirement Plan Of Wolcott Employees & Policemen Non Prototype NFS - (B37152200) -	1,502,731.45	17,339,214.33
<b>Total:</b>	<b>\$1,502,731.45</b>	<b>\$17,339,214.33</b>

**For Immediate Release:** June 1, 2016

**Contact:** Maria Bernier  
(860) 704-2204  
[Marla.Bernier@ct.gov](mailto:Marla.Bernier@ct.gov)

Robert Kinney  
(860) 757-6668  
[Robert.Kinney@ct.gov](mailto:Robert.Kinney@ct.gov)

**###NEWS###**

## **State Bond Funding Brings High-Speed Broadband to more than 90 Libraries**

(HARTFORD, CT)-The State Bond Commission approved the allocation of \$3.6 million for high speed library connections to the Connecticut Education Network for more than 90 libraries in Connecticut. State Librarian Kendall Wiggin applauded Governor Malloy and the Legislature for recognizing the importance of high-speed Internet connections in every library in the state and making the funding available.

"The State Library will distribute the funds through directed grants to public libraries that have been using DSL connections to the Internet for the construction of new fiber connections," Wiggin said. "The benefit to the libraries will be high-speed, reliable Internet access for library users and Staff. All libraries who will receive funding are being asked to apply for E-rate discounts to reduce the fiber construction costs. The state funding will leverage an additional 10% discount through the E-rate program, thus further reducing the construction costs."

Douglas Casey, Executive Director of the Commission for Educational Technology said, "The state and our communities will see a huge return on this investment." He added, " In 21<sup>st</sup> century libraries, broadband is the equalizer that affords opportunity to all learners. Public libraries provide essential services to their communities including access to e-government, education, employment, health and other internet enabled resources and services."

Dawn La Valle, Director of the Division of Library Development said, "Public libraries provide essential services to their communities including access to e-government, education, employment, health and

other Internet enabled resources and services. The ability to provide access to information as well as the capacity to provide free computer based instruction, workshops and programs is contingent on having a high speed, broadband connection". She also added, " We are very pleased to have secured this funding which is critical to the capability of the 90 libraries in the state without high speed fiber connection to attain and expand access to vital Internet based services, resources and programs in their communities."

The Connecticut State Library is an Executive Branch agency of the State of Connecticut. The State Library provides a variety of library, information, archival, public records, museum, and administrative services to citizens of Connecticut, as well as the employees and officials of all three branches of State government. The Connecticut State Archives and the Museum of Connecticut History are components of the State Library. Visit the State Library at [museumofcthistory.org/](http://museumofcthistory.org/) | [twitter.com/LibraryofCT](https://twitter.com/LibraryofCT) | [facebook.com/CTStateLibrary](https://facebook.com/CTStateLibrary) | [flickr.com/photos/ctarchives/](https://flickr.com/photos/ctarchives/)

Attached is a list of Libraries who are eligible for grants for the construction of new fiber connections. Additional information about the project can be found at <http://libguides.ctstatelibrary.org/dld/erate/fac>  
co



# CT State Library

Preserving the Past. Informing the Future.

## Eligible Libraries

## Cities

Andover Public Library	Andover
Brookfield Public Library	Ashford
Beacon Falls Public Library	Beacon Falls
Bethany Memorial Library	Bethany
Bethel Public Library	Bethel
Bethlehem Public Library	Bethlehem
James Blackstone Memorial Library	Branford
Burlington Public Library	Burlington
Canterbury Public Library	Canterbury
Canton Public Library	Canton
Colchester Memorial Library	Colchester
Cornwall Library Association	Cornwall
Coventry & Dimock Memorial Library	Coventry
Cromwell Belden Public Library	Cromwell
Deep River Public Library	Deep River
Derby Public Library	Derby
Durham Public Library	Durham
East Granby Public Library	East Granby
East Haddam Free Public Library	Moodus
East Hampton Public Library	East Hampton
East Haven Memorial Library	East Haven
East Windsor Library Association of Warehouse Point	East Windsor
Easton Public Library	Easton
Essex Library Association	Essex
Granby H. Cossitt Library	Granby
Granby Public Library	Granby
Guilford Free Library	Guilford
Haddam Memorial Library	Haddam
Hamden Public Library	Hamden
Hampton Memorial Library	Hampton
Harwinton Public Library	Harwinton
Hebron Library of Hebron	Hebron
Kent Library Association	Kent
Kent Public Library	Danielson
Lebanon Trumbull Library	Lebanon

<i>Ledyard Ferry Public Library</i>	Ledyard
<i>Ledyard Public Libraries</i>	Ledyard
<i>Liver Wolcott Library</i>	Litchfield
<i>Lyme Public Library</i>	Lyme
<i>C. Scranton Memorial Library</i>	Madison
<i>Mansfield Public Library</i>	Mansfield
<i>Richmond Memorial Library</i>	Marlborough
<i>W. E. Coe Library</i>	Middlefield
<i>Milford Public Library</i>	Milford
<i>New Milford Public Library</i>	New Milford
<i>Benjamin H. Booth Library</i>	Newtown
<i>Norfolk Library</i>	Norfolk
<i>North Branford Library Department</i>	North Branford
<i>Douglas Library</i>	North Canaan
<i>Wheeler Library</i>	North Stonington
<i>Bebe Griffin Noyes Library</i>	Old Lyme
<i>Old Saybrook Public Library</i>	Old Saybrook
<i>Orange Memorial Library</i>	Orange
<i>Oxford Public Library</i>	Oxford
<i>Plainville Public Library</i>	Plainville
<i>Terryville Public Library</i>	Terryville
<i>Pomfret Public Library</i>	Pomfret
<i>Prospect Public Library</i>	Prospect
<i>Putnam Public Library</i>	Putnam
<i>Rocky Hill State Library, Library for the Blind</i>	Rocky Hill
<i>Roxbury Memorial Library</i>	Roxbury
<i>Salisbury Memorial Library</i>	Salisbury
<i>Scotland Public Library</i>	Scotland
<i>Seymour Public Library</i>	Seymour
<i>Sharon Public Library</i>	Sharon
<i>Shelton Memorial Library</i>	Shelton
<i>Sherman Library Association</i>	Sherman
<i>Southbury Public Library</i>	Southbury
<i>Southington Public Library</i>	Southington
<i>Baltic Public Library</i>	Baltic
<i>Oneco Public Library</i>	Oneco
<i>Stonington Free Library</i>	Stonington
<i>Suffield Memorial Library</i>	Suffield
<i>Thomaston Public Library</i>	Thomaston
<i>Simpson Public Library</i>	North Grosvenordale
<i>Torrington Public Library</i>	Torrington

<i>Airchild-Nichols Library</i>	Trumbull	
<i>Trumbull Library</i>	Trumbull	
<i>Warren Public Library</i>	Warren	
<i>Winn Memorial Library</i>	Washington	
<i>Louis Plantino Branch Library</i>	West Haven	
<i>Franklin Mason Branch Library</i>	West Haven	
<i>West Haven Public Library</i>	West Haven	
<i>Westbrook Public Library</i>	Westbrook	
<i>Weston Public Library</i>	Weston	
<i>Willington Public Library</i>	Willington	
<i>Wilton Library Association</i>	Wilton	
<i>Windsor Locks &amp; Memorial Library</i>	Winchester	
<i>Windsor Locks Public Library</i>	Windsor Locks	
<i>Wolcott Public Library</i>	Wolcott	
<i>Woodbridge Town Library</i>	Woodbridge	
<i>Woodbury Public Library</i>	Woodbury	
<i>Edward W. Bracken Memorial Library</i>	Woodstock	

## 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, 55 Farmington Avenue, Hartford, CT 06105, and Wolcott Public Library, having offices located 469 Boundline Rd Wolcott (the "Participant").

### 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 network access. The Participant shall pay for the total bandwidth at the monthly price set forth in Appendix B. The monthly price will be fixed for the period of July 1st to June 30th (referred to as the "fiscal year").
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 committed bandwidth on a monthly basis. Continued bandwidth usage above the Participant's committed 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 price 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. Notwithstanding any provision in this Agreement, upon provisioning the circuit, DAS shall invoice Participant for the costs of provisioning the circuit. Such invoice shall be payable regardless whether the service has commenced or Participant is using the circuit. DAS shall not perform any work or services until a Notice to Proceed or Purchase Order is issued by the member library. A member library shall not incur obligations under this Contract until a Notice to Proceed or Purchase Order is issued. The issuance of a Notice to Proceed or Purchase Order is contingent on funding approval from the State Bond Commission and Universal Service Administrative Company.
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, 55 Farmington Avenue, Hartford, CT 06105 or [billing@cteducation.net](mailto:billing@cteducation.net). 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 price for Participant network access may not be reduced during the then-current fiscal year. A fiscal year is July 1 through the following June 30. If a Participant wants to decrease its annual committed bandwidth for the following fiscal year, Participant must submit its written request to the CEN/Nutmeg Network Program Office, 55 Farmington Avenue, Hartford, CT 06105 or [billing@cteducation.net](mailto:billing@cteducation.net) prior to June 1st of the then-current fiscal year. Approved 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, DAS reserves the right to maintain the Participant's committed bandwidth and costs at the same levels 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 CEN & Nutmeg Network, Network Operations Center at 860-622-4560, Option 1, or send an e-mail to [servicedesk@cteducation.net](mailto:servicedesk@cteducation.net) 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 service desk or other staff will make a best effort to escalate support.

3. As part of the service fees contained in this Agreement referenced in Appendix B, the Participant will receive 7x24x365 support of the connection through the CEN & Nutmeg Network, Network Operations Center. The escalation procedure for off-hours emergency support issues that the CEN & Nutmeg Network, Network Operations

Center 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 be fully responsible for 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 circuit on the Network if activity originating to or 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 in writing to DAS an emergency contact person and procedure to ensure DAS has 7x24x365 access to the Participant's network for Network security purposes.

### ADDITIONAL TERMS AND CONDITIONS

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 twenty years (the "Initial Term"). At the expiration of the initial Term, the Agreement will automatically renew for successive one year terms unless Participant provides written notice of termination to DAS 60 days prior to the expiration of the then current term or unless the Agreement is otherwise terminated by DAS pursuant to this Agreement.

2. 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.

3. If this Agreement is terminated prior to the expiration of the Initial Term and DAS is not in default of the Agreement, Participant shall render payment for all goods and services delivered by Participant and for all actual or committed costs and reasonable obligations incurred by DAS under the Lease Agreement, including any de-installation costs, incurred after such early termination.

4. Participant's use of the services in this Agreement may be subject to the rights and restrictions in that certain Lease Agreement ("Lease Agreement") by and between the State of Connecticut and Fibertech Technologies Network, LLC, dated August 27, 2001, as amended or updated. Participant acknowledges receipt of the Lease Agreement and letters dated January 21, 2011, and July 27, 2015, updating the Product Schedule of the Lease Agreement.

5. 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.

6. DAS shall not for any purpose capture or store any data transmitted by Participant over the Network.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

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

13. 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.

14. 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. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, 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 and Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office in accordance with their respective terms and conditions. If Executive Orders 14, 19 or 49 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.

15. 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.

16. Pursuant to the requirements of C.G.S. sec 1-101qq, the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes is incorporated by reference into and made a part of this Agreement as if the summary had been fully set forth in this Agreement.

17. 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.

18. 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.

**SIGNATURE PAGE OF AGREEMENT**

**PARTICIPANT**

By: \_\_\_\_\_

Name: Candace Barth

Title: Director

Date: \_\_\_\_\_

**STATE OF CONNECTICUT**

By: \_\_\_\_\_

Mark Raymond

ITS Chief Information Officer

ITS Chair of Commission for Educational Technology

Date: \_\_\_\_\_

Appendix A  
CEN & Nutmeg Network  
Network Operations Center Escalation  
7x24x365 Network Operations Center 860.622.4560, Option 1 or e-mail  
[servicedesk@cteducation.net](mailto:servicedesk@cteducation.net)

If emergency escalation beyond the CEN Network Operations Center is required, please use the following:

1st Escalation

GlobalNOC  
On-Duty Supervisor  
317.278.6625

2nd Escalation

Scott Taylor  
CEN Director  
860.622.4563 Office  
860.281.1399 Mobile  
[Scott.Taylor@uconn.edu](mailto:Scott.Taylor@uconn.edu)

3rd Escalation

Gerard (Jerry) Johnson  
Director of Enterprise Networks  
State of Connecticut  
860.622.2355 Office  
860.897.0380 Mobile  
[Gerard.Johnson@ct.gov](mailto:Gerard.Johnson@ct.gov)

CEN Home Page: <http://cen.ct.gov/>

CEN NOC Home Page: <http://cennoc.grnoc.iu.edu/>

Please submit problems, requests, and questions at:

<https://globalnoc.iu.edu/cennoc/support/report-a-problem.html>

CEN NOC Operations Calendars (RSS and ICAL):

<http://cennoc.grnoc.iu.edu/cennoc/support/operations-calendar.html>

## Appendix B

Pricing Schedule Effective Date of Latest Rate Change 7-1-16

PRICE SCHEDULE	
CIRCUIT SPEED:	COST PER MONTH:
10 Mbps	\$150
100 Mbps	\$450
200 Mbps	\$750
300 Mbps	\$750
400 Mbps	\$750
500 Mbps	\$750
1 Gbps	\$1,200
2 Gbps	\$1,900
10 Gbps	\$3,000
100 Gbps	\$10,000

You will be minimally provisioned a /29 of IPv4 Addressing and a /48 of IPv6 Addressing for IP connectivity. Additional IPv4 /24 network blocks are available for rent at \$100 monthly.

Product Line Item	Price	Quantity	Total Price
Special Construction Cost: 1 time build cost; Erate eligible under Category 1	\$23,400	1	\$23,400/ 1 time payment
Fiber Operations & Maintenance: Annual reoccurring cost; Erate eligible under Category 1	\$3,600	1	\$3,600 (Billing begins when fiber is installed) annual payment/ 20 yrs
Network Equipment Costs: 1 time build cost; Erate eligible under Category 1 (filtering is required)	\$8,600	1	\$8,600/ 1 time payment
10 Mb ISP includes Monitoring/ Managing Equipment on Fiber Circuit Erate eligible under Category 2 (Filtering required).	\$150	12	Billing begins when circuit goes into service/ monthly cost

PARTICIPANT	STATE OF CONNECTICUT
By:	By:
Name: Candace Barth	Name: Mark Raymond
Title: Director	Title: ITS Chief Information Officer
Date:	Date:

