

Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

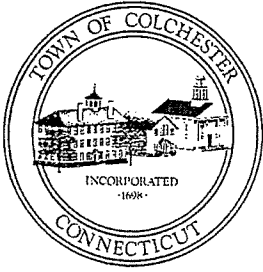
**Board of Selectmen Agenda
Regular Meeting @ 7:00 PM
Thursday, May 15, 2014
Colchester Town Hall
Meeting Room 1**

1. Call to Order
2. Additions to the Agenda
3. Approve Minutes of the May 1, 2014 Regular Board of Selectmen Meeting
4. Approve Minutes of the May 14, 2014 Special Board of Selectmen Meeting
5. Citizen's Comments
6. Boards and Commissions – Interviews and/or Possible Appointments and Resignations
 - a. Chatham Health District – Russell Melmed Possible Appointment for a Three Year Term to Expire 5/1/2017
 - b. Commission on Aging – Dani Swenson Possible Appointment for a Three Year Term to Expire 12/31/2016
 - c. Parks and Recreation Commission
 - a. Sharon Murphy Boski to be interviewed
 - b. Resignation of Sean O'Leary
7. Budget Transfer
8. Tax Refunds & Rebates
9. Discussion and Possible Action on adoption of FY2014-2015 Sewer and Water Operating Budget
10. Discussion and Possible Action on GAIA Gardens/Colchester Water System vacation of previous orders
11. Discussion and Possible Action to approve the Golf Tournament Fundraiser to benefit the Senior Center
12. Discussion and Possible Action to approve the 2014 & 2015 Fireworks provider for the 57 Fest
13. Citizen's Comments
14. Liaison Report
15. First Selectman's Report
16. Adjourn

NANCY A. BRAY
TOWN CLERK

2014 MAY 12 PM 2:37

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COLCHESTER, CT



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

Board of Selectmen Minutes
Regular Meeting Minutes
Thursday, May 1, 2014
Colchester Town Hall – 7:00 PM
Meeting Room 1

MEMBERS PRESENT: First Selectman Gregg Schuster, Selectman Stan Soby, Selectman Denise Mizla, Selectman Rosemary Coyle, and Selectman Mike Caplet

MEMBERS ABSENT: none

OTHERS PRESENT: Jim Paggioli, Kate Byroade, Dot Mrowka, Don Kennedy, Brad Bernier, Louis Delpivo, Steven Schuster, Tricia Dean and other citizens

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COLCHESTER, CT
2014 MAY 15 PM 2:20
HANG A. BRAY
TOWN CLERK
Gregg Schuster

1. **Call to Order**
First Selectman G. Schuster called the meeting to order at 7:01 p.m.
2. **Additions to the Agenda – add 6c Board of Selectmen Mike Caplet resignation**
M. Caplet moved to add item 6.c, Board of Selectmen Mike Caplet Resignation, seconded by D. Mizla. Unanimously approved. MOTION CARRIED
3. **Approve Minutes of the April 17, 2014 Regular Board of Selectmen Meeting**
R. Coyle moved to approve the Regular Board of Selectmen Meeting minutes of April 17, 2014, seconded by S. Soby. Unanimously approved. MOTION CARRIED.
4. **Approve Minutes of the April 17, 2014 Regular Commission Chairmen Meeting**
M. Caplet moved to approve the Regular Commission Chairmen Meeting minutes of April 17, 2014, seconded by S. Soby. Unanimously approved. MOTION CARRIED.
5. **Citizen's Comments-** D. Mrowka thanked the Board for the motion light in the mailroom
6. **Boards and Commissions – Interviews and/or Possible Appointments and Resignations**
 - a. **Chatham Health District – Russell Melmed Possible Appointment for a Three Year Term to Expire 5/1/2017**
D. Mizla, S. Soby, and R. Coyle had some questions as to the decision of the Ethics Commission as to whether it is viably conclusive. Some Selectmen felt that there was still a possible conflict because his position is one of a public official. The Ethics commission also mentioned in the report that it had limited facts presented to them, which was troubling to S. Soby.
G. Schuster stated that they are all valid points. It was decided by the Board to put the item on the next Board agenda to discuss with the Chair and Vice Chair of the Ethics Commission as well as R. Melmed.
 - b. **Housing Authority – Louis Delpivo to be interviewed for possible re-appointment**
L. Delpivo was interviewed

M. Caplet moved to re-appoint L. Delpivo as a member of the Housing Authority for a Five Year Term to expire 5/1/2019, seconded by R. Coyle. Unanimously approved. MOTION CARRIED.

c. **Board of Selectman Mike Caplet Resignation**

M. Caplet handed in his resignation letter 5/1/2014 (attached). He is pursuing a position with the CT Division of Homeland Security that would preclude him from serving on the board because of a conflict of interest. G. Schuster thanked M. Caplet for continually giving his time to Colchester and for all his service. He wished him the best of luck. D. Mizla stated that D. Caplet's knowledge of Town Hall and what he has brought to the Board rounded out the Board nicely.

D. Mizla moved to accept, with regret, M. Caplet's resignation effective Friday, May 2, 2014 from the Board of Selectmen, seconded by R. Coyle. Unanimously approved. MOTION CARRIED.

7. **Budget Transfers - none**

8. **Tax Refunds & Rebates - none**

9. **Discussion and Possible Action for the Board of Selectmen to endorse the Declaration for the Right to Libraries**

K. Byroade stated the declaration is being observed country wide and serves as a reminder of all the good things that libraries do. The Declaration board will be at the library for people to sign.

R. Coyle moved to endorse the Declaration for the Right to Libraries and join other members of the community in signing it, seconded by S. Soby. Unanimously approved. MOTION CARRIED.

10. **Discussion and Possible action on Resignation of First Selectman Gregg Schuster**

G. Schuster read his resignation letter (attached)

R. Coyle moved to accept, with regret, First Selectman G. Schuster's resignation effective Friday, May 30, 2014 at noon, seconded by S. Soby. Unanimously approved. MOTION CARRIED

11. **Discussion and Possible Action on Appointment of Successor First Selectman**

M. Caplet moved that the Board of Selectmen, pursuant to section C-303(C) of the Town Charter, appoint Stan Soby as the Successor First Selectman effective May 30th, 2014 at noon, seconded by R. Coyle, 1 abstention by G. Schuster. Unanimously approved. MOTION CARRIED.

S. Soby expressed appreciation to the Board of Selectmen for their support.

12. **Citizen's Comments - none**

13. **First Selectman's Report**

State surplus has disappeared.

Congratulations to the Garden Club as they celebrate their 10th year.

Two incidents at the Senior Center where a small amount of money was stolen as well as an overnight break-in in which a key box that had keys to all vehicles was stolen. If someone has any information please pass it along to the Colchester Police. In the meantime we will be looking into future security measures at the facility.

14. **Liaison Report**

S. Soby reported on the Agricultural Commission – they are working jointly with the Economic Development Commission. Discussing the food hub to offer fresh food in the schools cafeterias and also as a business Opportunity.

S. Soby reported on the Police Commission – Reviewed Facebook policy. Using the page as information purposes to alert citizens to potential problems. It has been found to be an effective use and will continue to go forward.

R. Coyle moved to add item 15. for Discussion and Possible Action on process to fill Board of Selectmen vacancies and renumber accordingly, seconded by S. Soby, Unanimously approved. MOTION CARRIED

15. **Discussion and Possible Action on process to fill Board of Selectmen vacancies**

The Board of Selectmen will start advertising vacancies to look for one Republican and one Democrat.

Will put out press releases and notices of vacancies and will notify the Chairmen of the appropriate committees.

16. Executive Session to Discuss:

- a. Memorandums of Agreement with Clerical Union Local 1303-254 of CT Council 4
- b. Negotiations on Successor Contract with Administrator Union Local 506, SEIU, AFL-CIO, CLC
- c. Pending Litigation

R. Coyle moved to go into Executive Session to discuss a. Negotiations with Clerical Union Local 1303-254 of CT Council 4, b. Negotiations on Successor Contract with Administrator Union Local 506, SEIU, AFL-CIO, CLC, and c. Pending litigation, Seconded by M. Caplet. Unanimously approved. MOTION CARRIED

The Board of Selectmen entered into executive session at 7:40 pm
The Board exited from executive session at 7:58 pm

17. Discussion and Possible Action on Memorandums of Agreement with Clerical Union Local 1303-254 of CT Council 4

R. Coyle moved to approve the two Memorandums of Agreement with Clerical Union Local 1303-254 of CT Council 4 as presented by the First Selectmen, seconded by M. Caplet. Unanimously approved. MOTION CARRIED.

17. Adjourn

M. Caplet moved to adjourn at 7:59 p.m., seconded by R. Coyle . Unanimously approved. MOTION CARRIED.

Attachments:

Board of Selectmen Mike Caplet Letter of Resignation
First Selectman Gregg Schuster Letter of Resignation
Memorandum of Agreement Local 1303-254 of AFSCME Council 4, AFL-CIO (Tax)
Memorandum of Agreement Local 1303-254 of AFSCME Council 4, AFL-CIO (Police)

Respectfully submitted,

Tricia Dean, Clerk

MICHAEL J. CAPLET

May 1, 2014

The Honorable Nancy A. Bray
Town Clerk
127 Norwich Avenue
Colchester, CT 06415

Dear Mrs. Bray,

Please accept this letter as my official notification of my resignation as an elected Selectman of the Town of Colchester, effective Friday, May 2, 2014.

It has been an honor and a pleasure serving the Town of Colchester in this capacity, and I thank the citizens of the Town for giving me this fantastic opportunity.

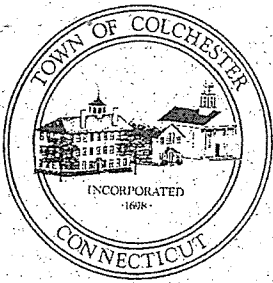
Sincerely,



Michael J. Caplet

CC: Board of Selectmen

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COLCHESTER, CT
2014 MAY - 1 PM 6:40
Nancy A. Bray
NANCY A. BRAY
TOWN CLERK



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

Gregg Schuster, First Selectman

April 30, 2014

The Honorable Nancy Bray
Town Clerk
127 Norwich Avenue
Colchester, CT 06415

Dear Mrs. Bray,

It has been an honor and a privilege to serve as First Selectman of Colchester for the last four and a half years. I am extremely proud of what we've been able to accomplish as a town during that time. Colchester is blessed with talented officials, employees, and volunteers who all work to make this such a great community and it has been a pleasure to work with everyone.

As much as I have enjoyed serving Colchester as First Selectman, the time has come for me to move on to other challenges and opportunities in my life. I leave knowing that that the town is left in great shape and in capable hands. Accordingly, please accept this as my resignation as First Selectman of Colchester effective at noon on Friday, May 30th, 2014.

Colchester will always have a special place in my heart and I have been truly blessed to have the opportunity to serve its residents. I have never seen a group of people so focused on building and maintaining a vibrant community that so many of us are proud to call home. I want to thank the entire community including our elected officials, appointed officials, employees, volunteers, civic groups, and religious organizations. It is because of their hard work that we are able to achieve so much.

Sincerely,

Gregg Schuster

cc: Board of Selectmen

NANCY A. BRAY
TOWN CLERK

2014 APR 30 PM 3:03

RECEIVED
COLCHESTER, CT

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("Agreement") is entered into by and between the Town of Colchester ("Town") and Colchester Town Hall Employees, Local 1303-254 of AFSCME Council 4, AFL-CIO ("Union").

WHEREAS, the parties hereby agree as follows:

1. Suzie Clark ("Ms. Clark") has been employed by the Town as Assistant Tax Collector since April 29, 2013 and is a member of the Union. Ms. Clark was previously employed by the Town between July 10, 2006 and July 31, 2011 in the capacity of Assistant to Tax Collector / Assistant Tax Collector.
2. Ms. Clark shall receive credit for the time she served as Assistant to Tax Collector / Assistant Tax Collector between 2006 and 2011 for purposes of calculating her seniority and eligibility for benefits based on length of employment as set forth in the collective bargaining agreement between the Town and the Union. No credit shall be given for the time between April, 2012 and April, 2013 when Ms. Clark was not employed by the Town in a full time capacity.
3. This Agreement shall be considered non-precedent setting for any purposes other than the matter to which this Agreement refers and the terms of this Agreement shall be subject to modification by mutual agreement of the Town and the Union.

The parties have reached this Agreement as of this _____ day of April, 2014.

Town of Colchester

Local 1303-254 of AFSCME Council 4, AFL-CIO

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("Agreement") is entered into by and between the Town of Colchester ("Town") and Colchester Town Hall Employees, Local 1303-254 of AFSCME Council 4, AFL-CIO ("Union").

WHEREAS, the parties hereby agree as follows:

1. Gina Santos ("Ms. Santos") is employed by the Town as Police Administrative Assistant and is a member of the Union.
2. During 2013, Ms. Santos performed certain duties which were outside of her job description, including police equipment purchasing & tracking, vehicle maintenance coordination with town garage, patrol scheduling (regular and OT), bid shift coordinator, and child seat certified installation.
3. Ms. Santos shall receive additional compensation in the amount of \$500 for all prior work completed outside of her approved job description, including but not limited to the work described in Paragraph 2 above. The parties agree that no other compensation is due or owing to Ms. Santos for any work performed outside of her job description, and any compensation previously paid will not be deducted.
4. This Agreement shall be considered non-precedent setting for any purposes other than the matter to which this Agreement refers and the terms of this Agreement shall be subject to modification by mutual agreement of the Town and the Union.

The parties have reached this Agreement as of this _____ day of April, 2014.

Town of Colchester

Local 1303-254 of AFSCME Council 4, AFL-CIO

ADVISORY OPINION 2014-1

Conflict of Interest Inquiry Regarding Rus Melmed and the Chatham Health District

On April 7, 2014, First Selectman Gregg Schuster requested that the Colchester Ethics Commission (hereinafter, the "Commission") issue an advisory opinion concerning the possible appointment of Russ Melmed to the Board of Directors of the Chatham Health District (hereinafter, the "CHD"). At its special meeting on April 17, 2014, the Commission voted to issue this Advisory Opinion.

Facts presented

In his request, First Selectman Schuster presented the following pertinent facts. Colchester is a part of the CHD.¹ The CHD provides health services such as restaurant inspections, site plan reviews and public health education. Colchester elected to join the CHD three (3) years ago. As part of the CHD, Colchester appoints two members to its board of directors. Currently, there is one vacancy on that board that Colchester must fill. Mr. Melmed has applied and interviewed for that position.

Mr. Melmed is employed with Ledge Light Health District (hereinafter, the "LLHD").² Colchester could have joined that district but, as previously noted, elected to join the CHD instead. According to First Selectman Schuster, "there is a potential for competition between districts for grants and even for towns as customers." In addition, Mr. Schuster noted that "[t]he Board of Selectmen expressed a concern that there may be occasions when Mr. Melmed would have a conflict of interest between his duties as a [CHD] board member and as an employee of [LLHD]."

At the Commission's meeting on April 17, 2014, First Selectman Schuster further stated that CHD's Board of Directors had the authority to direct government action. Moreover, he stated that, in his experience as a member of the CHD's Board of Directors, the CHD has not actively solicited towns as customers. Finally, First Selectman Schuster indicated that he believed Mr. Melmed did not have decision-making authority for the LLHD but rather was employed as a "scientist" there.³

Questions Presented

Specifically, the Commission has been asked to address the following questions, which will be answered in turn:

¹ Currently, the CHD is comprised of Colchester, East Haddam, East Hampton, Haddam, Hebron, Marlborough and Portland, Connecticut. See <http://www.chathamhealth.org>.

² Currently, the Ledge Light Health District is comprised of East Lyme, Groton, Ledyard, New London and Waterford, Connecticut. See <http://www.llhd.org>.

³ The website operated by the Ledge Light Health District lists Mr. Melmed as an epidemiologist. He is not listed as a member of its board of directors. *Id.*

1. Is Mr. Melmed precluded from serving on the CHD of Directors given his employment with the LLHD?
2. If Mr. Melmed is not precluded from serving on the CHD Board of Directors, are there occasions when he must recuse himself?

Brief Answers:

Given the limited facts presented to the Commission, Mr. Melmed would not be precluded from serving on the Board of Directors of the CHD as his current employment at the LLHD does not appear to be incompatible with that role nor would his current employment with LLHD tend to impair his independent judgment or action in the performance of his official responsibilities. See § 53-9A.

There are, however, occasions when Mr. Melmed will be required to recuse himself from decisions of CHD. Section 53-12 (B) provides that “[a]ll appointed members of town boards and commissions . . . must recuse themselves from any decision that would incur a conflict of interest or potential conflict of interest.” Failure to do so would constitute a violation of the Ethics Code. *Id.*

Legal Analysis

Section 53-9A of the Colchester Code of Ethics provides as follows:

“No public official . . . shall engage in any outside employment with a private business . . . or have an interest, direct or indirect, which is *incompatible with the proper discharge of his/her official responsibilities* in the public interest or which would *tend to impair his/her independent judgment* or action in the performance of his/her official responsibilities.

Section 53-2 defines “public official” as “[a]n . . . appointed official . . . of a municipality Finally, “[o]fficial [r]esponsibility” is defined as “[t]he direct administrative or operating authority . . . to approve, disapprove or otherwise direct government action.”

If appointed to the CHD Board of Directors, Mr. Melmed would qualify as a “public official” pursuant to § 53-2. In addition, according to Mr. Schuster, members of the CHD board have *administrative or operating authority*. As such, Mr. Melmed falls within the purview of § 53-9A.

It does not appear, however, that Mr. Melmed would be precluded from serving as a member of the board pursuant to § 53-9A given he does not appear to have decision-making authority for the LLHD. In addition, we have not been presented with any facts that indicate that Mr. Melmed’s employment with the LLHD would be affected by his service on the board. It is important to note, however, that our conclusion is narrow in scope as it is limited to the few facts presented to the Commission regarding the CHD, LLHD, and Mr. Melmed’s service and employment therewith.

As a final note, if Mr. Melmed is appointed to the CHD Board of Directors, there may be occasions when he must recuse himself. No specific facts have been provided in this regard though for the Commission consider at this time. Section 53-12 does provide, however, that:

(A) All appointed members of town boards and commissions . . . shall file, under penalty of false statement, on a form designed by the Ethics Commission, a statement declaring any conflict of interest or potential conflict of interest as defined in § 53-9 . . . of this code.


(B) *All appointed members of town boards and commissions . . . must recuse themselves from any decision that would incur a conflict of interest or potential conflict of interest.* Failure to do so would constitute a violation of this code.

(C) Failure to file this . . . statement . . . shall constitute a violation of this code, subject to the penalties as defined in § 53-8.

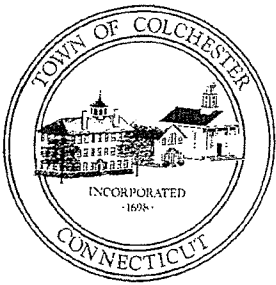
Thus, Mr. Melmed will be required to recuse himself from any decision of the CHD Board of Directors "*that would incur a conflict of interest or potential conflict of interest.*" Section 53-12 (B). His failure to do so would constitute a violation of this code. *Id.*

This constitutes an Advisory Opinion issued pursuant to the Code of Ethics § 53-4 (A)(2).⁴ This Opinion is meant to address only the issues raised and is limited to the facts presented herein.

Adopted this ___th day of April at Colchester, Connecticut by the vote of the Commission.


Daniel Henderson, Chairman

⁴ "Any person who *requested* an advisory opinion *and* who acts in good faith reliance on such advisory opinion shall be entitled to use such reliance as an absolute defense to any complaint brought under the provision of this code in connection with the specific activities that were subject of the advisory opinion." *Section 53-4 (A)(2).*



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

DATE: May 7, 2014

BOARDS & COMMISSIONS APPLICATION

Name: Sharon Murphy Boski
Address: 336 Chestnut Hill Road Colchester, CT. 06415
Home Phone: 860-537-1855 Email apuppetlady@yahoo.com FAX: _____
Work Phone: 860-462-8072 Email _____ Town Residency 14 Years

Party Affiliation: Democrat Republican Unaffiliated (circle one)

Commission or Board you are interested in serving on: Parks and Recreation

Educational Background: List name and location of school, # of years attended, Subjects/Major, Did you graduate?

High School: Holy Name Central Catholic High School
class of 1990

College: UCONN, Storrs / 4 / Theater - Puppetry / BFA

Trade, Business _____
Or Correspondence _____
School _____

CONTINUED ON REVERSE SIDE

Work Experience: List length of employment, name and address of employer, position & reason for leaving:

COA Directory Teaching Artist 7 years
Substitute teacher, Colchester School District
8 years

Are you capable of making the commitment of time necessary to serve on this Board or Commission? yes

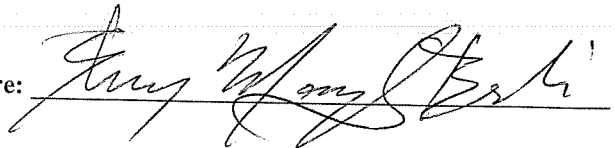
Why are you interested in serving? I would like to support the arts any way I can in Colchester. I think I bring useful knowledge and life experience in this area.

Do you have any experience or familiarity with this area? I have been involved in sports in town as a parent and coach (assistant) in various sports and ages at the Rec level. I am a professional performing artist and making artist.

If you are not appointed to this board or commission, would you be interested in other forms of public service?

Which ones? _____

Date: 5-7-2014

Signature: 

From: Sean O'Leary <seaneo@comcast.net>

Date: May 5, 2014 at 6:18:07 PM EDT

To: "Seectman@ColchesterCt.gov" <Seectman@ColchesterCt.gov>

Subject: Resignation

Hi Greg,

I am submitting my resignation from the Parks & Recreation Commission after tonight's meeting. I have recently taken on a Chief Stewards position with CWA1298 at work. I am now responsible for four garage locations as well as other work groups representing about 100 co-workers. Since I took this responsibility on in early February, my available free time has been greatly diminished. I have thoroughly enjoyed my time on the commission and having the honor of working with some truly dedicated members. Thank you to the Board of Selectmen for the confidence and support you have shown towards me and allowing me to serve our wonderful community. It has been a pleasure serving the Town of Colchester.


Sincerely,

Sean O'Leary

RECEIVED
COLCHESTER, CT
2014 MAY -6 PM 4:14
Nancy A. Bray
NANCY A. BRAY
TOWN CLERK

Sent from my iPad

Town of Colchester Interoffice Memorandum

To: Gregg Schuster, First Selectman
From: James Paggioli, L.S., Director of Public Works 
CC:
Date: 5/09/14
Re: Recommended Sewer and Water Budget FY 14-15 for BOS adoption.

On May 9, 2014, The Sewer and Water Commission held a Public Hearing for comment on the Proposed Sewer and Water Budget for FY 14-15. Following the Public Hearing, at the Regular Meeting of the Sewer and Water Commission, the Commission passed a motion for recommendation of adoption to the Board of Selectmen, for the proposed Sewer and Water Commission Fiscal Year 2014-2015 Operating Budget. Minutes of the Public Hearing and Regular Meeting are attached.

The Budget reflects a 1.5 percent rate increase for water usage and a zero percent increase for sewer usage rates from the existing FY 13-14 budget. Additionally, service fees have remained the same as the previous budget also. The Operation Budget for The Water Department totals \$ 934,804 and the Sewer Operation budget totals \$ 850,362. The budget and fee schedules are attached herein also.

Proposed Motion: Where as the Town of Colchester Sewer and Water Commission forwarded and recommended the 2014-2015 Fiscal Year Sewer and Water Commission Operating Budget to the Board of Selectmen; The Board of Selectmen hereby adopt said Operating Budget as recommended and submitted by the Sewer and Water Commission Budget at their meeting on May 8, 2014.



Colchester Sewer and Water Commission

Fiscal Year 2014 – 2015

Operating Budgets

Contents:

Water Operating Budget Spreadsheet and Justification

Sewer Operating Budget Spreadsheet and Justification

Use Rates

Fees for Services

Connection Fees and Policies

The Colchester Sewer and Water Commission will hold a Public Hearing to present and gather public comment on the proposed budget for the 2014/2015 Fiscal Year including proposed rate schedules on Thursday, May 8, 2014 at 7:00 p.m. at the Colchester Town Hall

2014-2015 Fiscal Year Sewer and Water Comm. Operating Budget 1.5% Increase on water only user fees

<u>EXPENSE</u>	12/13 ACTUAL	13/14 APPROVED BUDGET	14/15 PROPOSED BUDGET	DIFFERENCE
WATER OPERATING				
4003210 40101 Regular Payroll	\$ 280,460.65	\$ 291,225	\$ 302,612	\$ 11,386
4003210 40103 Overtime	\$ 29,521.17	\$ 26,573	\$ 29,286	\$ 2,713
4003210 40105 Contr Temp Occas				\$ -
4003210 40106 Misc Payroll	\$ 1,900.00	\$ 5,200	\$ 9,100	\$ 3,900
4003210 41210 Employee Related Insurance 4	\$ 44,097.69	\$ 67,062	\$ 64,667	\$ (2,395)
4003210 41230 FICA & Pension	\$ 38,529.08	\$ 39,649	\$ 43,602	\$ 3,953
4003210 42301 Office Supplies	\$ 1,495.07	\$ 1,700	\$ 2,200	\$ 500
4003210 42323 Prot Clothing & Safety Equipment	\$ 1,053.28	\$ 1,508	\$ 1,619	\$ 111
4003210 42340 Operating Supplies	\$ 89,028.32	\$ 79,000	\$ 60,830	\$ (18,170)
4003210 43213 Travel Training & Meetings	\$ 2,143.00	\$ 2,100	\$ 2,100	\$ -
4003210 43258 Dues & Subscriptions	\$ 2,101.00	\$ 1,918	\$ 2,405	\$ 487
4003210 44203 Legal	\$ 80.00	\$ 2,000	\$ 1,000	\$ (1,000)
4003210 44206 Municipal Insurance	\$ 12,784.16	\$ 13,770	\$ 13,868	\$ 98
4003210 44208 Professional Services	\$ 27,119.73	\$ 16,250	\$ 17,050	\$ 800
4003210 44217 Postage	\$ 2,131.79	\$ 3,500	\$ 3,500	\$ -
4003210 44223 Service Contracts	\$ 9,858.41	\$ 9,515	\$ 12,565	\$ 3,050
4003210 44231 Advertising	\$ 283.37	\$ 600	\$ 600	\$ -
4003210 44238 Uniform Rentals	\$ 834.50	\$ 884	\$ 1,394	\$ 510
4003210 44244 Refunds for Overpayments		\$ 50	\$ 50	\$ -
4003210 44255 Refunds for Tax or Liens	\$ 200.00	\$ 300	\$ 300	\$ -
4003210 44262 Audit	\$ 5,500.00	\$ 5,500	\$ 5,500	\$ -
4003210 44285 Lab Fees	\$ 10,390.00	\$ 11,750	\$ 10,357	\$ (1,393)
4003210 45216 Telephone	\$ 7,256.95	\$ 6,300	\$ 7,464	\$ 1,164
4003210 45221 Fuel/Heating	\$ 17,225.27	\$ 19,500	\$ 21,300	\$ 1,800
4003210 45622 Electric	\$ 104,036.77	\$ 106,000	\$ 98,000	\$ (8,000)
4003210 46224 Equipment Repairs	\$ 16,581.29	\$ 13,000	\$ 13,000	\$ -
4003210 46226 Building Repairs	\$ 4,830.00	\$ 5,000	\$ 6,000	\$ 1,000
4003210 46390 Vehicle Maintenance	\$ 1,529.21	\$ 3,000	\$ 4,000	\$ 1,000
4003210 48404 Machinery & Equipment			\$ 1,000	\$ 1,000
4003210 48416 Office Equipment	\$ 692.32	\$ 750	\$ 1,000	\$ 250
4003210 49245 Bond Principal	\$ 134,020.45	\$ 111,354	\$ 111,354	\$ -
4003210 49246 Bond Interest	\$ 43,765.99	\$ 40,432	\$ 40,432	\$ -
4003210 49247 Bond Issuance Costs				\$ -
4003210 50413 Transfers Out to General Fund				\$ -
4003210 50474 Transfers Out to Capital Reserve				\$ -
4003210 50500 Transfers to Capital Projects		\$ 20,000	\$ 20,000	\$ -
4003210 50900 Contingency		\$ 22,754	\$ 26,649	\$ 3,895
4003210 90800 Depreciation - Buidings				\$ -
4003210 91800 Depreciation - Machinery & Equipment				\$ -
4003210 92800 Depreciation - Infrastructure				\$ -
4003210 93800 Depreciation - Improvements				\$ -
4003210 99999 GAAP Audit Adjustment				\$ -
TOTAL	\$ 889,449	\$ 928,145	\$ 934,804	\$ 6,659

2014/2015 Water Budget Justification

- 40101 Regular Payroll - \$302,612
Public Works Director salary (50 percent of Water/Sewer portion) - \$25,750
Water Department Supervisor - \$78,245
Chief Operator Step 7 - 1 man @ $(\$31.05 \times 8\text{hrs.} \times 261\text{ days}) - (\text{Sewer Portion } \$4,160) = \$60,672$
Chief Operator Step 3- 1 man @ $(\$28.34 \times 8\text{hrs.} \times 261\text{ days}) - (\text{Sewer Portion } \$4,160) = \$55,014$
Operator Step 4 - 1 man @ $\$20.99 \times 8\text{ hrs.} \times 261\text{ days} = \$43,827$
Financial Manager salary (50 percent) - $\$24.85 \times 8 \times 261 \times 0.5 = \$25,943$
Admin. Asst. (50 percent of Water/Sewer portion) - $\$20.90 \times 8 \times 261 \times 0.25 = \$10,910$
longevity pay - \$2,250
- 40103 Overtime - \$29,286
scheduled OT-4 hrs/day x 104 weekend days x \$44.54 = \$18,530
scheduled OT-4 hrs/day x 13 holidays x \$44.54 = \$2,316
repair/emergency related OT - 70 hrs. x \$120.57 = \$8,440
- 40106 Misc. Payroll - \$9,100
On-Call pay
- 41210 Employee Related Insurance - \$64,666
Health, LTD, Life, AD&D, W/C
- 41230 FICA - \$43,602
0.0765 of payroll, OT, and 401a
401a contribution
- 42301 Office Supplies - \$2,200
1/2 of office supply needs - \$3,600/2
1/2 of office equipment under \$100 - \$800/2
- 42323 Protective Clothing & Safety Equipment - \$ 1,619
boots, gloves, eye, ear protection, respirator cartridges, Rain Gear etc.
- 42340 Other Purchase & Supplies - \$60,830
Plant operation chemicals - \$40,000
Pipe Locator Metro Tech Unit- \$2,560
Plant/Field testing and operating equipment and supplies - \$1,320
Other misc. materials - \$4,000
GPS Location Unit- \$3,750
Hydrant replacement program - \$5,000
Custodial Supplies - \$800
Hand Tools - \$2,400
4 Gas Meter - Confined Space - \$1,000
- 43213 Travel, Training, & Meetings - \$2,100
Training and Continuing Education, public information notices, water week, etc.
- 43258 Dues and Subscriptions - \$2,405
Professional Affiliation (AWWA, ABPA, and CWWA)
Diversion Permit
- 44203 Legal - \$1,000

- 44206 Municipal Insurance - \$13,868
- 44208 Other Professional Services - \$17,050
 - Diversion Permit Stream Flow Monitoring - \$4,800
 - Contractor Repairs on Water Lines and other services - \$10,500
 - Contracted Calibration work - \$1,000
 - Physicals & Testing - Pulmonary for plant staff, D&A monitor - \$750
- 44217 Postage - \$3,500
 - \$7,000/2 budgets – bills, notices, correspondence, etc.
- 44223 Service Contracts - \$12,565
 - Computer software support/network support - \$1,800/yr (split with sewer)
 - Fire extinguisher annual maintenance - \$400
 - Plant and Booster Station generator maintenance agreement - \$2,000
 - Furnace maintenance agreement – WTP 1 and 2 - \$1,000
 - Meter reading eq. and software maintenance agreement - \$1,690/yr. (split with sewer)
 - Grounds Maintenance - \$500
 - Weekly garbage collection - \$320
 - Copier - no lease – split with sewer -\$780
 - SCADA Control maintenance agreement - \$2,100
 - Alarm services - \$220
 - VFD –Service Contract - \$1,200
 - Vibration Analysis – Tower - \$1,400
- 44231 Advertising - \$600
 - advertising of legal notices, etc.
- 44238 Uniform Rentals - \$1,394
 - Union Contract provision for 3 bargaining unit employees
- 44244 Refunds for Overpayment - \$50
- 44255 Refunds - Tax or Liens - \$300
- 44262 Audit - \$5,500
 - year end audit plus fixed asset consultation
- 44285 Lab Fees - \$10,357
 - various weekly, monthly, quarterly, semi-annual, and annual water testing
- 45216 Telephone - \$7,464
 - emergency answering service, pagers, phones, cell phones
- 45221 Fuel-Heating - \$21,300
 - Appx. 10,000 gals \$2.13/gallon
- 45622 Electric - \$98,000
 - avg. \$8,167/mo. x 12 mo.
- 46224 Equipment Repairs - \$13,000
 - Scheduled and unscheduled repairs to plant and well equipment including main breaks
- 46226 Building Repairs - \$6,000
 - Scheduled and unscheduled building repairs and minor (non-capital) improvements, including

repairs at O&M building

- 46390 Vehicle Maintenance - \$4,000
scheduled and unscheduled repairs on three trucks
- 48404 Machinery & Equipment - \$1,000
New Equipment (Pumps, Gauges, etc) unforeseen, where required.
- 48416 Office Equipment - \$1,100
Computer upgrades (split with sewer)
Capital equipment over \$100 (split with sewer)
- 49245 Bond Retirement - \$111,354
Annual Payment \$111,354
- 49246 Bond Interest - \$40,432
Annual Payment \$40,432
- 50500 Transfers To Capital Project - \$20,000
- 50900 Contingency - \$26,649

<u>EXPENSE</u>	12/13 ACTUAL	13/14 APPROVED BUDGET	14/15 PROPOSED BUDGET	DIFFERENCE
SEWER OPERATING				
2403207 40101 Regular Payroll	\$ 54,523.50	\$ 58,803	\$ 70,923	\$ 12,120
2403207 40102 Other Regular & Part Time Payroll			\$ -	\$ -
2403207 40105 Contr, Temp, Occas			\$ -	\$ -
2403207 41210 Employee Related Insurance	\$ 11,359.34	\$ 17,205	\$ 6,641	\$ (10,564)
2403207 41230 FICA & Pension	\$ 7,279.84	\$ 7,966	\$ 9,681	\$ 1,715
2403207 42301 Office Supplies	\$ 1,509.52	\$ 1,700	\$ 2,200	\$ 500
2403207 42323 Prot Clothing & Safety Equipment	\$ -	\$ -	\$ 405	\$ 405
2403207 42340 Operating Supplies	\$ -	\$ 500	\$ 10,520	\$ 10,020
2403207 43213 Travel, Training & Meetings	\$ 250.00	\$ 250	\$ 250	\$ -
2403207 44203 Legal	\$ 448.00	\$ 500	\$ 500	\$ -
2403207 44206 Municipal Insurance	\$ 12,824.10	\$ 13,770	\$ 13,868	\$ 98
2403207 44217 Postage	\$ 2,131.79	\$ 3,500	\$ 3,500	\$ -
2403207 44223 Service Contracts	\$ 3,574.21	\$ 5,745	\$ 5,745	\$ (1)
2403207 44231 Advertising	\$ 322.08	\$ 500	\$ 500	\$ -
2403207 44238 Uniform Rentals	\$ -	\$ -	\$ 105	\$ 105
2403207 44244 Refunds for Overpayment	\$ -	\$ -	\$ -	\$ -
2403207 44255 Refunds for Tax or Liens	\$ 220.00	\$ 300	\$ 300	\$ -
2403207 44262 Audit	\$ 5,500.00	\$ 5,500	\$ 5,500	\$ -
2403207 44268 Joint Sewer Facility Personnel	\$ 101,424.00	\$ 104,740	\$ 104,479	\$ (261)
2403207 45216 Telephone	\$ 3,336.50	\$ 2,800	\$ 2,800	\$ -
2403207 45221 Fuel/Heating	\$ 2,874.17	\$ 3,400	\$ 3,400	\$ -
2403207 45622 Electric	\$ 79,137.29	\$ 81,600	\$ 81,600	\$ -
2403207 46224 Equipment Repairs	\$ 8,158.00	\$ 10,000	\$ 10,000	\$ -
2403207 46269 Joint Sewer Facility Maintenance	\$ 485,697.00	\$ 494,964	\$ 435,817	\$ (59,147)
2403207 48404 Machinery & Equipment	\$ 20,464.00	\$ 15,000	\$ 15,000	\$ -
2403207 48416 Office Equipment	\$ 692.32	\$ 750	\$ 750	\$ -
2403207 50413 Transfers Out to General Fund				\$ -
2403207 50474 Transfers Out to Capital Reserve				\$ -
2403207 50500 Transfers to Capital Project		\$ 10,000	\$ 20,000	\$ 10,000
2403207 50900 Contingency	\$ -	\$ 10,869	\$ 45,879	\$ 35,010
TOTAL	\$ 801,725.66	\$ 850,362	\$ 850,362	\$ 0

2013/2014 Sewer Budget Justification

- 40101 Regular Payroll - \$70,923
 - Public Works Director salary (50 percent of Water/Sewer portion) - \$25,750
 - Financial Manager salary (50 percent) - $\$24.85 \times 8 \times 261 \times 0.5 = \$25,944$
 - Admin. Asst. (50 percent of Water/Sewer portion) - $\$20.90 \times 8 \times 261 \times 0.25 = \$10,910$
 - Sewer Portion of Chief Operators - $\$2.00 \times 80 \times 26 \times 2 = \$8,320$

- 41210 Employee Related Insurance - \$6,641

- 41230 FICA - \$9,681
 - 0.0765 of P/R and 401a
 - 401a - contribution

- 42301 Office Supplies - \$2,200
 - 1/2 of office supply needs - $\$3,600/2$
 - 1/2 of office equipment under \$100 - $\$800/2$

- 42323 Protective Clothing & Safety Equipment - \$405

- 42340 Other Purch Supplies - \$10,520
 - Pipe Locator Metro Tech Unit- \$640
 - Plant/Field testing and operating equipment and supplies - \$330
 - Other misc. materials - \$4,000
 - GPS Location Unit- \$3,750
 - Custodial Supplies - \$200
 - Hand Tools - \$600
 - 4 Gas Meter - Confined Space - \$1,000

- 43213 Travel, Training & Meetings - \$250

- 44203 Legal - \$500

- 44206 Municipal Insurance - \$13,868

- 44217 Postage - \$3,500
 - \$7,000/2 bills and notices, etc.

- 44223 Service Contracts - \$5,745
 - Copier - no lease - split with water - \$780
 - Computer software/network support - \$1,800 (1/2 of \$3600 - split with water)
 - Fire extinguisher annual maintenance - \$200
 - PHPS generator maintenance contract - \$620
 - Furnace annual maintenance PHPS- \$300
 - Meter reading eq. and software maintenance agreement - \$845 (split with water)
 - Pump Station Alarm System - \$1,200

- 44231 Advertising - \$500
 - advertising of rates for budget public meeting, etc.

- 44244 Refunds for Overpayment - \$0

- 44255 Refunds - Tax or Liens - \$300

- 44262 Audit - \$5,500
year end audit plus fixed asset consultation
- 44268 Joint Facilities Personnel - \$104,479
- 45216 Telephone - \$2,800
avg. of \$234/mo x 12 mo.
- 45221 Fuel-Heating - \$3,400
850 gallons at \$4.00 per gallon
- 45622 Electric - \$81,600
Flatbrook, 584 Norwich, Prospect Hill Pump Station
approx. \$6,800/month
- 46224 Equipment Repairs - \$10,000
repairs to sewer mains, pump station, manholes, etc.
- 46269 Joint Facilities Maintenance - \$435,817
- 48404 Machinery and Equipment - \$15,000
- 48416 Office Equipment - \$750
Computer upgrades, etc. (split with water)
- 50474 Transfers to Capital Reserve - \$20,000
- 50900 Contingency - \$45,879

PROPOSED USAGE RATES
COLCHESTER SEWER AND WATER COMMISSION
2014 - 2015 FISCAL YEAR

Residential-Use Rates

(thousands of gallons)	Existing	Existing	New	New
	<u>Water</u>	<u>Sewer</u>	<u>Water</u>	<u>Sewer</u>
Serv Charge	\$ 11.30	\$ -	\$ 11.47	\$ -
0 to 10	\$ 7.11	\$ 6.85	\$ 7.22	\$ 6.85
10 to 20	\$ 7.39	\$ 6.93	\$ 7.50	\$ 6.93
20 plus	\$ 9.46	\$ 7.16	\$ 9.60	\$ 7.16

Unmetered sewer based on 18,000 gallons per quarter - \$123.94

Irrigation water meter (unsewered) – all water charged at \$9.60/1,000 gallons

Commercial-Use Rates

3/4 in. or larger meters

	Existing	Existing	New	New
	<u>Water Rate</u>	<u>Sewer Rate</u>	<u>Water Rate</u>	<u>Sewer Rate</u>
Service charge, per quarter (Includes up to 20,000 Gal. use)				
3/4 in. meter	\$ 163.06	\$138.24	\$ 165.51	\$138.24
1 in. meter	\$ 164.16	\$138.24	\$ 166.62	\$138.24
1-1/2 in. meter	\$ 165.63	\$138.24	\$ 168.11	\$138.24
2 in. meter	\$ 169.68	\$138.24	\$ 172.23	\$138.24
3 in. meter	\$ 199.49	\$138.24	\$ 202.48	\$138.24
4 in. meter	\$ 210.53	\$138.24	\$ 213.69	\$138.24
6 in. meter	\$ 236.29	\$138.24	\$ 239.83	\$138.24
8 in. meter	\$ 265.73	\$138.24	\$ 269.72	\$138.24

Over 20,000 Gal. use	\$7.35 per 1,000 gals	\$6.91per 1,000 gals	\$7.46 per 1,000 gals	\$6.91per 1,000 gals
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Private Fire Service:	Existing	New
	<u>Water Rate</u>	<u>Water Rate</u>
Up to 4 in.	\$20.45 per quarter	\$20.75 per quarter
4 in.	\$127.22 per quarter	\$129.13 per quarter
6 in.	\$369.88 per quarter	\$375.43 per quarter
8 in.	\$787.94 per quarter	\$799.76 per quarter
10 in.	\$1,417.09 per quarter	\$1,438.35 per quarter

Proposed rates to be effective 7-1-14

TOWN of COLCHESTER SUMMARY OF FEES FOR SERVICES

<u>DESCRIPTION</u>	<u>Fee</u>	<u>COMMENTS</u>
Commercial Building	\$5.00	
Late payment Charge	1.50 percent	Per additional unit on a single meter added to the base rates
Return Check Charge	\$25.00	Per month
Lien Fee	\$35.00	
Water Service Reactivation Charge	\$120.00	Fee includes a service call to shut off and one to turn back on
Service Termination Avoidance Charge	\$60.00	
Service Call	\$60.00	Per hour
	\$160.00	Up to 2hrs; \$80 for each hour or portion of thereafter
Sewer Assessment Payoff Lien Release	\$10.00	
Backflow/Cross Connection Inspection	\$80.00	Per site min charge. Additional time onsite charged at hourly service call rate
Backflow/RPD Device Testing Fee	\$55.00	Per device if performed while onsite doing survey. Otherwise 1 hr Service Call Rate is added
Frozen Meter Charge	\$230.00	includes cost of replacement meter. If meter reusable then substitute parts for new meter charge
	\$315.00	includes cost of replacement meter. If meter reusable then substitute parts for new meter charge
Water Audit (Use Profile)	no charge	
Account Activation	\$65.00	Includes office and field time to read a meter for initial reading and set up account records
New meter Installation	\$550.00	Includes price of meter and meter yoke
Sale of pool water - up to 6,000 gallons	\$55.00	Price per each additional 1,000 gallons per irrigation rate
<u>Construction and Special Services</u>		
Curb Box Adjustment or Replacement (3)	\$60.00	per hour plus all costs of materials required.
Flow Test	\$100.00	each
Sewer and Water Application Fees (1)	\$70.00	Each. Per unit. Conditions of payment remain the same
Construction Inspection	\$60.00	Minimum per visit up to 1 hour..Service Call Rate for each hour or portion of thereafter
New Main Flushing (2)	\$60.00	Minimum per visit up to 1 hour..Service Call Rate for each hour or portion of thereafter
Pressure /Leak Test (2)	\$180.00	Minimum per test. up to 3 hours..Service Call Rate for each hour or portion of thereafter
Chlorination (2)	\$120.00	Minimum per test. up to 2 hours..Service Call Rate for each hour or portion of thereafter
Temporary Hydrant Meter	\$120.00	Includes 2 hours service to set and remove meter. Water used is charged at the appropriate rate
<u>Construction-</u>		
Cut in Tees		
Tapping		
	1 inch	
	1.5 inch	
	2.0 inch	
Hydrant Raise		

These services be performed based on labor and equipment time, materials, and administrative overhead. Estimate prepared and Fee paid in advance.

\$	750.00
\$	975.00
\$	1,300.00

NOTES

1

For complex plan review, charge at an hourly rate of \$70 times estimated hours to review the documents. Recommendations above, as well as, this suggestion are subject to the existing requirements for pre-payment

2

These Fees are for observation only. Should the Town start performing the actual service then the fee will be recalculated on a time charge basis

3

Property Owners are responsible for the condition of the curb box cover that serves their property and to maintain them in good condition. The Water Dept. is not responsible for damage that occurs to the curb box due to tree root growth, paving over, lawn mower damage, regrading, or other damage to the curb box.

Sewer and Water Service Connection Policy

Town of Colchester
Sewer and Water Commission

Sewer and Water Service Connection Policy

(approved Colchester Sewer and Water Commission on 2-11-1999)
(approved Colchester Board of Selectmen on 3-11-1999)
(Revised and approved by Colchester Sewer and Water Commission on 3-12-03)
(Revised and approved by Colchester Board of Selectmen on 3-20-03)

Purpose: The purpose of this policy is to define the process to be followed and the applicable charges to be paid when connecting to, or modifying an existing connection to, the Town of Colchester public water system or the Town of Colchester sanitary sewer system. The sewer portion of these connection policies do not apply to sewer users who have properties that have a specified benefit assessment applied or who have connected through the benefit assessment process. Properties that were assessed as a minimum lot size, frontage, value, and use that are further subdivided shall be subject to connection fees in accordance with this policy.

Section 1 - Definitions

As used in this policy, terms shall have the following meaning:

- A. **Building Permit** means the development permit issued by the Town of Colchester Code Enforcement Department before any building or construction activity can be started on a parcel of land in the Town of Colchester.
- B. **Commission** means the Colchester Sewer and Water Commission or its designated representative.
- C. **Core Facilities** in the case of the water system means the water supply, pumping, treatment, storage, and transmission facilities that generally provide water to the local distribution networks. In the case of the sewer system it means the wastewater treatment, pumping, and intercepting sewers that collect, transmit, and treat sewage from local street sewers. As local street sewers can also intercept and transmit sewage, they may also be included as part of the core facilities.
- D. **Director** means the Director of the Colchester Public Works Department.
- E. **Sewer Connection Fee** means the fee collected to pay for the cost of capacity in Colchester's core sewer interception, pumping, and treatment system.
- F. **Water Connection Fee** means the fee collected to pay for the cost of capacity in Colchester's core water supply, treatment, pumping, and transmission system. It does not include payment for the cost of capacity in local water distribution pipes that may be required to receive water from the core system.

SECTION 2 - PAYMENT OF CONNECTION FEE REQUIRED

- A. From the date of approval of this policy, no newly developed property shall be allowed service from the water or sewer system until payment in full of the applicable permit and connection fee(s) has been received by the Town.
- B. Any property that disconnects (including but not limited to meter removed, service turned off, customer dropped from billing list) from the water or sewer system for a period of nine (9) months or more, pays no water or sewer bill for that period, and has not previously paid a connection fee to the Town (in accordance with the November 1991 or a subsequent Connection Policy) shall be considered abandoned and all rights to connect to the water or sewer system shall be forfeited. Should the owner of the property petition to make a new connection to the water or sewer system, they shall be considered a new connection and shall follow the procedures outlined in this Section.
- C. Capacity rights shall not continue indefinitely for any property that disconnects from the water or sewer system and has ceased payment of water or sewer bills for that period, regardless of any previous payment of a connection fee to the Town. Any such owner that requests reconnection of such property more than three (3) years after disconnection shall be subject to payment of a new connection fee under this Section.
- D. For properties proposing to connect to the water or sewer system, the owner must obtain the applicable water and/or sewer connection permit prior to being issued a building permit. The applicant must provide estimates of average and peak daily uses to the Town when applying for a water or sewer connection permit.
- E. Applicants requesting new water or sewer service shall be required to pay a connection fee to the Town of Colchester for a property proposed for connection to the Town's water and/or sewer system. In the case of new construction, the applicable connection fee(s) shall be paid in full prior to the issuance of a Certificate of Occupancy. If no Certificate of Occupancy is required, payment of the connection fee(s) in full is required prior to the initiation of service.
- F. Any property requesting an enlarged sewer or water connection or an increase in water meter size shall be subject to a water and/or sewer connection fee equal to the difference in the charge for a new service or meter size and the current size. Properties that request a reduction in water or sewer service or meter size shall not be eligible for a refund or rebate. However, said property shall have the right to increase the water or sewer service size or meter size to the original (larger) size with no further charge. In all cases, the size of the water meter needed to accurately measure use shall be determined by the Director.

SECTION 3. AVAILABILITY OF SERVICE

- A. Provisions of this Policy do not entitle any property to receive water or sewer service. Service will only be provided as approved by the Commission. If approved, service will be provide at a location and under the conditions approved by the Commission.
- B. If sewer collection or water distribution pipes are not, in the opinion of the Director, available to serve the property, do not have sufficient capacity for the intended use, or are not in a public right-of-way abutting the property, the property owner may request the right to extend the water or sewer systems to the property. The Commission is under no obligation to approve such extensions.
- C. Any property that applies for a Change of Use through the Town Zoning Department shall be reviewed by the Commission for consistency with this policy and applicable standards. If sewer or water service lines (and/or water meter) are not, in the opinion of the Director, sufficient to suitably service the property for the intended use, the Director may reject the application. The property owner shall request the right to enlarge the sewer or water service line, add an additional water or sewer service line, and/or increase the water meter size. The Commission is under no obligation to approve such enlargements or additional services. If such enlargements or additional services are approved, the applicable connection fee(s) as identified in Section 2 shall apply.
- D. The property owner, not the Town of Colchester, shall be responsible for extending water distribution and/or sewer collection pipes to serve the property of an applicant for service. All such extensions shall be done in accordance with directions of the Commission.
- E. The water and/or sewer extension shall be deeded to the Town of Colchester (at no cost to the Town) upon acceptance by the Town and in accordance with any testing and maintenance requirements. The Town, at its sole discretion, may allow subsequent connections to such extensions without any reimbursement to any party.
- F. Any party that receives permission for water and/or sewer service shall assume all costs of the connection from the Town's right-of-way to the structure(s) to be served. Tapping, curb stops, and shut-off valves shall be provided and installed as required by the Director and the cost of such installations shall be the responsibility of the property owner. Water meters shall be provided and installed by the Town, with the size of the meter to be determined by the Director based on the service requirements information provided in the connection permit. The cost of the meter installation, including materials, labor, and overhead shall be separate from the connection fee and shall be paid in full prior to service being initiated. The cost of any change in meter size whether directed by the Town or at the property owner's request, shall also be paid in full before reinitiating service. The determination of costs under this section shall be by the Director.

SECTION 4. CONNECTION FEE SCHEDULE


- A. Sewer and Water Connection Fees shall be established by the Board of Selectmen upon recommendation of the Sewer and Water Commission in accordance with Town Charter and Connecticut General Statutes. The fees may be revised from time to time as determined by the Board of Selectmen.
- B. Sewer and Water Connection Fees shall be assessed based on the size of the customer's meter or service size, whichever is less, based on the most recent schedule of charges adopted by the Board of Selectmen.
- C. Properties with individual premises shall be individually metered with individual accessible shut-offs.
- D. Properties with multiple meters shall be assessed water and /or sewer connection fees for each water meter. Services in excess of two (2) in. shall be reviewed and assessed individually in accordance with the most recent schedule of charges adopted by the Board of Selectmen.
- E. The Commission shall review the permit and connection fees at least every three years. If the Commission believes adjustments in the water and/or sewer connection fees are warranted, they shall make recommendations to the Board of Selectmen for such adjustments.

SECTION 5. REFUNDS

- A. At the sole option of the Town, the connection permit and fee may be canceled and refunded, or subject to change, if the service connection is not completed within nine months from the date of application for the water and/or sewer service.
- B. If the service connection permit has been canceled and refunded for any reason, the applicant shall pay new connection fees according to the applicable schedule in effect at the time of the new application.

***** end *****

Town of Colchester Interoffice Memorandum

To: Gregg Schuster, First Selectman
From: James Paggioli, L.S., Director of Public Works 
CC:
Date: 5/09/14
Re: Colchester Courtyard/GAIA Gardens Proposed Motion to Vacate Order mandating the interconnection of the CCWS/GAIA Water System to the Town of Colchester Water System.

On May 9, 2014, The Sewer and Water Commission passed a motion to recommend to the Board of Selectmen to authorize the First Selectman to sign motion regarding the Proposed Second Amended Decision in Docket No. 02-03-17 REO2, which is a joint docket (State Department of Health and PURA) case involving the Colchester Courtyard/ GAIA Gardens public water system located at the multi family apartments on Balaban Road. Essentially, the motion is one that is an agreement to vacate the order that mandated the interconnection of the GAIA Gardens apartment water system to the Town of Colchester Water System.

The History of the situation is long and complex; this is a simplified explanation of the events: The Colchester Courtyard Water system, which is a small public water system and under the jurisdiction of the State Department of Health had been managed and operated poorly and neglectfully in the late 1990's and early 2000's. The Department of Health had "ordered" an "agreed to" interconnection of the Colchester Courtyard System to the Town of Colchester Water system. Virtually, the Town system would be the provider and operator of the water system for the apartment complex using the Town's limited source supply from the Taintor Hill well fields. The main extension and layout that DPH "ordered" did not conform to their or the Towns standards for size of a public water main (8" diameter minimum) and did not provide fire protection flow capacity either. The extension in reality was a single service line that did not benefit the public along the course that was envisioned for the pipeline's path. Subsequent to the design, the actual cost of the extension was also excessive. The owners of the property began, (with DPH's approval), to rehab the systems with new source supply wells and improvements to the infrastructure of the water system. The apartments were sold to GAIA Investments prior to the completion of the work, and GAIA has continued to update the system such that the system is a functional "Public Water system". The Town in conjunction, with GAIA, the Department of Health, and the State Attorney General's office has worked to demonstrate that the GAIA system no longer needs to be interconnected to the Town of Colchester Water System. This has been demonstrated with a prepared Cost Benefit Analysis and Operations and Maintenance schedule for the next 30 years. GAIA has accepted, is funding and has agreed to follow the Operations and Maintenance schedule which along with the order, will placed on file with Town of Colchester, such that the public document is available and on notice for any persons interested in the property.

The agreement is basically between GAIA and the DPH stipulating the requirements of the Operations and Maintenance of the GAIA system and the requirement to follow the long term plan. We (Town and Sewer and Water Commission) are not obligated to perform any of the work or financial responsibility for the GAIA system. We are simply a signatory due the original filings and interconnection order, and the fact that we were instrumental in the final decision.

The issue has been an ongoing business item of the Sewer and Water Commission for over a decade, that has finally reached a solution that is in the best interests of both the Town and owner of the GAIA system.

Proposed Motion: That the Board of Selectmen authorize the First Selectman to sign the motion regarding the Proposed Second Amended Decision in Docket No. 02-03-17 REO2 an regarding the GAIA Gardens/Colchester Water System vacating of previous orders, and the requirements for interconnection of the Water Systems.

DOCKET NO. 02-03-17 RE-02
JOINT INVESTIGATION OF DPH AND PURA (formerly DPUC)
OF COLCHESTER COURTYARD WATER SYSTEM
Public Water System ID: CT0280041

The Department Of Public Health Drinking Water Section, the Town of Colchester and GAIA Colchester LLC ("GAIA"), jointly move that the First Amended Memorandum of Decision dated August 18, 2010 in Docket No. 02-03-17RE01 be vacated pursuant to Conn. Gen. Stat. Sec. 4-181a based upon changed conditions as stipulated to by the parties in the present motion. The parties also jointly move and agree that the attached proposed Second Amended Decision should be adopted by the Department of Public Health and the Public Utility Regulatory Authority the Second Amended Decision in this matter.

THE PARTIES STIPULATE AND AGREE TO THE FOLLOWING FACTS AND PROCEDURAL HISTORY IN THIS MATTER DEMONSTRATE CHANGED CONDITIONS AS REQUIRED UNDER CONN. GEN. STAT. SEC. 4-181a TO MODIFY AND/ OR VACATE A FINAL DECISION:

Procedural History

Balaban Road Associates, LP ("Balaban") and the Town of Colchester ("Town") entered into an agreement entitled "Amended Agreement to Resolve Proceedings in DPUC/DPH Docket No. 02-03-17" ("Amended Agreement") on March 5, 2004, to provide Colchester Courtyard Water System, (hereinafter "CCWS"), a public water system located on 12 Balaban Road in Colchester, CT, with water service through a main extension to the Water System of the Town of Colchester. The Memorandum of Decision in Docket No. 02-03-17 issued by the Departments of Public Health and Public Utility Control ("Departments") on April 7, 2004, incorporated the terms of the March 5, 2004 Amended Agreement and included other provisions required by the Departments. The Memorandum of Decision required that: 1) The Town provide CCWS with water service through a main extension ("the Main Extension") as described in Exhibit A of the of that document; and that 2) CCWS and Balaban complete the installation of, and commence the operation of water service through the Main Extension by October 31, 2004.

On August 20, 2007, Balaban and CCWS filed with the Departments a motion to re-open and vacate the Departments April 7, 2004 Memorandum of Decision. (Docket No. 02-03-17RE01). On September 28, 2007, the Departments received a motion to intervene and request for party status from the Town. On October 19, 2007, the Departments granted the motion to re-open and granted the Town's motion for party status. (See Docket No. 02-03-17RE01). Two days of hearing were held on February 14, 2008, and September 16, 2008, allowing Balaban and the Town to submit evidence in support of vacating the April 7, 2004 [Memorandum of Decision.

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On August 3, 2010, the Departments denied Balaban's and CCWS's August 20, 2007 motion to vacate. (See Docket No. 02-03-17RE01.)

On August 18, 2010, the Departments issued a First Amended Memorandum of Decision whereby the Departments amended the April 7, 2004 Memorandum of Decision by requiring CCWS and Balaban to complete the installation of, and commence the operation of water service through the Main Extension by November 30, 2010. (See Docket No. 02-03-17RE01.)

On May 4, 2011, the Drinking Water Section of the Department of Public Health filed a Motion to Reopen and Modify the Departments First Amended Memorandum of Decision because Balaban was no longer the legal owner of CCWS. On or about July 30, 2010, Balaban sold Colchester Courtyard, including CCWS, to GAIA Colchester, LLC. Also, on September 16, 2010, Balaban dissolved as a limited liability partnership. (See Docket No.02-03-17RE02.)

On June 9, 2011, the Departments granted the Drinking Water Section of Department of Public Health's motion to reopen the record pursuant to Conn. Gen. Stat. Sec. 4-181a(b) for the limited purpose of taking evidence regarding the claimed changed condition as to the new ownership of CCWS and whether the First Amended Memorandum of Decision should be modified to reflect the changed conditions. (See Docket No.02-03-17RE02.)

The June 9, 2011 Decision on the motion also provided interested persons and/or parties with an opportunity to request a hearing from the Departments by July 11, 2011.

On July 8, 2011, the Town submitted a request for a hearing. On July 11, 2011, Michael and Joshua Shifrin formerly d/b/a Balaban Road Associates ("Shifrins"), CCWS and GAIA Colchester, LLC ("GAIA") submitted a request for a hearing. This request for hearing sought to alter the scope of the hearing to include more than just the changed condition of the change in ownership of CCWS. The Drinking Water Section of the Department of Public Health objected to the Shifrins, CCWS and GAIA's request to expand the scope of the hearing beyond the issue of whether there was a changed condition as it related to ownership of CCWS. (See Docket No.02-03-17RE02.)

On October 18, 2011, the Departments granted the Town's and the Joint Motion of Shifrins, CCWS and GAIA to be heard at a hearing concerning the re-opening of the record. This ruling made clear that the hearing was to be held "for the limited purpose of taking evidence on which entity is the current legal owner of Colchester Courtyard Apartments, including Colchester Courtyard Water System." The hearing was scheduled for November 29, 2011. (See Docket No.02-03-17RE02.)

On November 22, 2011, GAIA and the Town filed a Joint Stipulation with the Departments that GAIA was the legal owner of the Colchester Courtyard Apartments, including the Colchester

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Courtyard Water System. Also on November 22, 2011, GAIA filed a motion for party status. (See Docket No.02-03-17RE02.)

On November 22, 2011, the Town filed a motion to continue the hearing scheduled for November 29, 2011, and to require the Departments to hold a technical meeting with the Town and GAIA. (See Docket No.02-03-17RE02.) On November 28, 2011, GAIA filed a similar motion for continuance.

On November 29, 2011, the Departments granted the Town's motion to continue the hearing scheduled for that date. The Departments denied the Town's request to order the Departments to hold a technical meeting with GAIA and the Town, but granted a 30 day extension pending a meeting with the Staff of the Drinking Water Section of DPH. Also on November 29, 2011, GAIA's motion for party status was granted. (See Docket No.02-03-17RE02.)

On November 28, 2011, GAIA filed a request pursuant to Conn. Gen. Stat. § 4-181a(b) with the Departments to reopen the record in this matter and review the "changed conditions" that exist, including the current condition of the water system, and whether the interconnection with the Town was necessary and the estimated costs of construction were reasonable. (See Docket No.02-03-17RE02) This request relied upon pre-filed testimony of three (3) witnesses.

On January 27, 2012, the Departments granted GAIA's November 28, 2011 request to reopen the record pursuant to Conn. Gen. Stat. § 4-181a(b), "for the limited purpose of taking evidence regarding GAIA's claimed change conditions. The Departments also continued the hearing until March 31, 2012. (See Docket No.02-03-17RE02.)

From January 27, 2012 through the present, numerous unopposed Motions for Continuance of the Hearing were granted by the Departments so that the Drinking Water Section of the Department of Public Health, GAIA and the Town could complete their technical review of the condition of CCWS.

Facts

GAIA Colchester LLC ("GAIA") owns and operates GAIA Garden Apartments, formerly known as Colchester Courtyards, an apartment building that includes CCWS, a public water company as defined in Section 25-32a of the Conn. Gen. Stat that is the subject of this Second Amended Decision. GAIA Real Estate Investments LLC is the Managing Member of GAIA Colchester LLC.

Steve Klobukowski is the current Certified Operator for CCWS.

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Balaban Road Associates, LP, sold the CCWS to GAIA on July 30, 2010, without obtaining a permit from the Commissioner of DPH in violation of Conn. Gen. Stat. § 25-32.

The DPH Drinking Water Section, the Town and GAIA have had numerous meetings regarding the CCWS.

Balaban Road Associates, LP paid for and GAIA installed two additional sources of supply (Wells No. 5 and No. 6) that were approved for use by the Department on September 30, 2010.

GAIA replaced the existing Greensand Filter and installed a second thirty-six (36) inch Greensand Filter which was approved by the Department of Public Health on August 16, 2011.

The Department of Public Health conducted a sanitary survey on December 4, 2012, and issued a report with its findings on January 14, 2013. This report incorrectly lists the date as “January 14, 2012.”

GAIA submitted to the Department of Public Health a response to the sanitary survey on March 15, 2013.

GAIA is currently meeting the Department’s regulatory requirements related to supply, demand and potable water. GAIA submitted evidence in this Second Reopened proceeding that a portion of the rents received from the ninety-two (92) residential apartments is retained for the cost of the routine operation and maintenance of the CCWS, and prior to this Second Reopened proceeding minor investors also provided monies for a Capital Fund for the GAIA Garden Apartments which is used in part to make capital improvements and unexpected and necessary repairs to the CCWS. (See Docket No. 02-03-17 RE02.) This fund is owned and controlled by GAIA Colchester, LLC.

GAIA and its consultant, Lenard Engineering, prepared a Cost Benefit Analysis, Comparison of Long Term Water Supply Options report dated February 2012, which based on several factors recommends that GAIA continue to operate the CCWS in accordance with the Operation and Maintenance Plan prepared by Aqua Compliance Specialists in lieu of connecting to the Colchester Sewer and Water public water system.

The Town, in a letter dated December 6, 2012, concurs with the conclusions of the Cost Benefit Analysis, Comparison of Long Term Water Supply Options report dated February 2012 (“Cost Benefit Analysis”) and the Town states “that the continued operation of the Colchester Courtyard Water Systems as independent satellite small water system with a properly funded, conducted, and documented Operations and Maintenance Plan, separate from the Colchester Sewer and Water system, is in the best interests of all parties involved.” This letter is attached hereto as Exhibit No.

_____.

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The Cost Benefit Analysis, Comparison of Long Term Water Supply Options (hereinafter, "Cost Benefit Analysis") report dated February 2012, has been reviewed by an independent third party engineering consulting firm, GeoInsight, Inc., which found, with consideration for the comments outlined in their memo dated May 3, 2013, that the materials provided sufficiently address the costs of the two alternatives considered: 1) The connection to the Colchester Sewer and Water public water system; and 2) Maintain CCWS as an independent public water system. See Exhibit No. 2. On January 14, 2013, DPH Drinking Water Section issued to CCWS a report summarizing its findings from a sanitary survey inspection of CCWS on December 4, 2012. On March 18, 2013, Lenard Engineering prepared Amendment No. 2 to the Cost Benefit Analysis to factor in capital expenditure costs that were required to respond to DPH's sanitary survey inspection report. At the request of DPH, Drinking Water Section, GAIA had its consultant, Lenard Engineering, revised Amendment No. 2 to the Cost Benefit Analysis that responded to comments contained in GeoInsight's May 3, 2013 memo. Revised Amendment No. 2 is dated September 23, 2013.

On September 23, 2013, GAIA and its consultant, Lenard Engineering, prepared a revised Cost Benefit Analysis that addressed the comments of GeoInsight, Inc., contained in its May 3, 2013 memo. GeoInsight, Inc., reviewed the revised Amendment No. 2 to the Cost Benefit Analysis. In a letter to DPH Drinking Water Section dated September 23, 2013, GeoInsight, Inc. stated that they had determined that in their opinion the Cost Benefit Analysis was professionally and properly prepared and that the conclusions and recommendations in the Cost Benefit analysis are reasonable and appropriate based upon the data provided and GeoInsight's professional experience. See Exhibit No. 2.

At the request of the DPH Drinking Water Section, GAIA and Lenard Engineering prepared an amendment to the Cost Benefit Analysis entitled, "Amendment No. 1 Estimated Cost of New Well Development," dated July 2012 (hereinafter, "Amendment No. 1"). Amendment No. 1 was revised by GAIA and Lenard Engineering on March 10, 2014, following the parties' meeting on February 26, 2014, regarding GAIA's acquisition of property to secure future Well sites. GeoInsight, Inc., reviewed the revised Amendment No. 1 dated March 10, 2014. In a letter to the DPH Drinking Water Section dated March 18, 2014, GeoInsight, Inc. stated that they determined that in their opinion they found that the Cost Benefit Analysis was professionally and properly prepared and that the conclusions and recommendations are reasonable based upon the data provided and GeoInsight's professional experience. The letter supported GAIA's plans to drill for additional Wells first on its own land if additional water supplies are needed before drilling Wells on other parcels of land that shall be purchased for that purpose. GeoInsight noted that this conclusion is consistent with GeoInsight's previous conclusion contained in their correspondences to DPH Drinking Water Section dated May 3, 2013 and September 23, 2013. See Exhibit No. 2.

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The Town, in a letter dated April 25, 2014, concurs with the conclusions of the Cost Benefit Analysis dated February 2012 and including Revised Amendments No. 1 and No.2. This letter is attached hereto as Exhibit _____. DPH Drinking Water Section concurs with the conclusions of the Cost Benefit Analysis Reports that the CCWS should continue to be maintained as a public water system.

GAIA obtained a certificate of Registration for the Water Treatment Wastewater General Permit from the State of Connecticut Department of Energy and Environmental Protection on September 27, 2013, for CCWS. GAIA obtained all necessary permits for the CCWS from the Town Colchester on June 12, 2013. See Exhibit No. _____.

CCWS had an interruption of water service on March 9, 2013, due to the failure of the Well pump for Well No. 6.

THE PARTIES MOVE TO VACATE THE AUGUST 18, 2010 FIRST-AMENDED MEMORANDUM OF DECISION BASED UPON CHANGED CONDITONS. GAIA, THE TOWN AND THE DRINKING WATER SECTION OF THE DEPARTMENT OF PUBLIC HEALTH AGREE THAT THE FOLLOWING PROSPOSED ORDERS SHOULD BE ENTERED AND ISSUED AS THE AMENDED SECOND DECISION OF THE DEPARTMENTS:

ORDERS

1. This Second Amended Decision shall supersede and replace the First Amended Memorandum of Decision (Docket No. 02-03-17RE01) issued by the Departments of Public Health and Public Utility Control on August 18, 2010.
2. GAIA shall comply with and abide by all Connecticut State statutes and regulations governing water companies as well as any Final Orders of the Department of Public Health and the Public Utility Regulatory Authority, subject to any right of review GAIA may have under the Law.
3. GAIA has voluntarily committed to, and shall therefore, continue to maintain a Capital Fund for the GAIA Garden Apartments.
4. GAIA shall achieve and maintain compliance with the following requirements:
 - a. CCWS is currently meeting the Department of Public Health's regulatory requirements related to supply, demand and potable water. CCWS shall maintain

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compliance with these regulatory requirements and shall immediately notify the Department of Public Health if compliance cannot be maintained.

- b. GAIA shall enter into the Town of Colchester's ("Town") land records the following documents: the Second Amended Final Decision five (5) days following the receipt of said Decision; the 20 year Operation and Maintenance Plan ("OMP") the Cost Benefit Analysis Tables 3B as revised on September 23, 2013, Revised Amendment No. 1, revised March 10, 2104 and Revised Amendment No. 2, revised September 23, 2013. (All attached hereto as Exhibit No. 1) Nothing in this Order shall effect GAIA's right to Appeal pursuant to the Uniform Administrative Procedure Act, Conn. Gen. Stat. Sec. 4-166 et. seq., the Second Amended Final Decision if it varies from the Proposed Second Amended Decision and the Agreement of the Parties, as submitted to the Departments for approval.
- c. GAIA shall follow the OMP for CCWS that was approved by and filed with the DPH Drinking Water Section and the accompanying Budget Table "Continued Operation of Community Water System (assumes a 2.5% inflation rate)" Table 3B dated September 23, 2103 and Revised Amendment No. 1 and Revised Amendment No. 2 to the Cost Benefit Analysis which address future Capital Improvements and Long Term Water Supply Options. The OMP and accompanying documents referenced in Order No. 3b, above are Exhibit No. 1. GAIA shall budget and provide for all funds necessary to fulfill its obligations contained in this Second Amended Decision, as set forth herein. In the event that additional sources of water are necessary to meet future water supply demand that would require the drilling of additional Wells, GAIA may first drill additional Wells on property it owned and possessed as of April 1, 2014.
- d. On or before October 31, 2014, GAIA submit to the Department of Public Health a certified copy of the Town of Colchester's land records that demonstrates that GAIA has purchased at fair market value additional land that is available for sale and consistent with the Revised Amendment No. 1, dated March 10, 2014. The "purchased land" shall be for future Wells, in the event additional sources of water are necessary to meet future water supply demand, and GAIA was unsuccessful in drilling additional Wells on the land it owned and possessed as of April 1, 2014. The "purchased land" shall be designated as Class 1 Water Company owned land and GAIA must comply with the permitting requirements contained in the Connecticut General Statutes and DPH regulations as it relates to Class 1 land. In the event that GAIA seeks to sell GAIA Garden Apartments, after obtaining the appropriate permits from DPH regarding the sale of Class I

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land, this “purchased land” also must be sold to the subsequent buyer and shall remain Class 1 land. Nothing in this Order shall effect the rights of GAIA's or the rights of a subsequent owner, to request the declassification of Class I land.

GAIA will not be found to have violated this Order if (1) its offer(s) to purchase land at fair market value are not accepted by the land owners; and (2) GAIA has provided DPH two independent appraisals of the property(s) demonstrating that its offers to purchase were for fair market value.

- e. On or before June 30, 2014, September 30, 2014, December 31, 2014, March 31, 2015, June 30, 2015, September 30, 2015 and December 31, 2015 and then every 6 months thereafter GAIA shall prepare and distribute to the Department of Public Health and the Town a report outlining its adherence to the OMP, and the status of any planned Capital Improvements listed in Revised Amendment No. 2.
- f. GAIA shall notify and seek approval from the DPH Public Health Section Chief, Drinking Water Section, of changes to the OMP, as approved by its Certified Operator.
- g. On or before January 1, 2029, GAIA shall submit to DPH an updated OMP.
- h. GAIA filed an Emergency Notification Plan with DPH on April 25, 2014, and DPH issued comments and requested additional information to be adopted as part of the Plan on April 29, 2014. GAIA shall submit a revised Plan to DPH addressing the additional information no later than June 1, 2014.
- i. No later than July 1, 2014, GAIA shall complete all work proposed by CCWS's Certified Operator on their behalf, that were approved by the Department of Public Health Drinking Water Section to address the water supply outage that occurred on March 9, 2014. The Department of Public Health approved the proposed work on April 22, 2014. (See GAIA Application to the Department of Public Health and its Approval, attached Exhibit No. ____).
- j. GAIA shall apply and receive approval from the Department of Public Health Drinking Water Section no later than December 31, 2016 to replace CCWS's storage capacity with all work completed no later than December 31, 2017. The storage capacity shall be replaced by abandoning the existing pneumatic and atmospheric storage tanks and replacing them with a new 20,000 gallon atmospheric storage tank and installing new booster pumps with variable frequency drives, as set forth in Revised Amendment No. 2, dated March 10, 2014 attached hereto.

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7. GAIA shall submit to the Department of Public Health all the documents required by this Second Amended Decision in a complete form. If the Department of Public Health notifies GAIA that any document or other action is deficient, it is deemed disapproved and GAIA shall correct the deficiencies and resubmit it within the time specified by the Department of Public Health in its notice of deficiencies. However, the Department of Public Health may in its sole discretion elect not to provide GAIA any opportunity to cure such deficiencies and instead seek remedies for failure to comply with the Orders of this Second Amended Decision. In approving any document or other action under this Second Amended Decision, the Department of Public Health shall do so in a fair and timely manner, and may impose such conditions or modifications as it deems necessary to assure the purity and adequacy of the public water supply. Nothing in this paragraph shall excuse noncompliance or delay in meeting any compliance date specified in this Second Amended Decision. Nothing in this Order shall effect GAIA's, and any subsequent owner's, rights under the Law.
8. In the event that GAIA becomes aware that it may not comply in a timely fashion with any requirement of this Second Amended Decision or any other compliance date imposed by the Department of Public Health hereunder, GAIA shall immediately notify the Department of Public Health and shall take all steps necessary to ensure that any noncompliance is avoided. In so notifying the Department of Public Health, GAIA shall state in writing the reasons for noncompliance or delay and propose dates by which compliance shall be achieved. The Department of Public Health shall notify GAIA in writing of any modification of compliance dates in response thereto, and GAIA shall comply with any dates, which may be specified in writing by the Department of Public Health. Notification by GAIA shall not excuse noncompliance or delay, and the Department of Public Health's approval of any extended compliance date shall not excuse noncompliance or delay with respect to any subsequent compliance date specified in this Second Amended Decision or otherwise imposed by the Department of Public Health. Nothing in this Order shall affect GAIA's, or any subsequent owner's, rights under the Law regarding this matter.
9. GAIA shall not be considered in full compliance with this Second Amended Decision until all actions required by this Second Amended Decision have been completed to the satisfaction of the Department of Public Health. Nothing in this Order shall effect GAIA's, nor any subsequent owner's, rights under the Law regarding this matter.
10. All submittals required of GAIA shall be sent to: the person who holds the position of the Supervising Environmental Analyst, Connecticut Department of Public Health, Drinking

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Water Section, 410 Capitol Avenue, MS#51WAT, P.O. Box 340308, Hartford, CT 06134-0308.

11. In carrying out its obligation under this Second Amended Decision GAIA shall abide by all requirements of law. Nothing in this Decision shall relieve GAIA of its duty to comply with applicable federal, state and, to the extent local law does not conflict with the requirements of this Second Amended Decision. But nothing in these Orders shall effect GAIA's, nor any subsequent owner's, rights under the Law regarding this matter.
12. The terms of this Second Amended Decision shall be binding upon and enforceable against GAIA's successors, heirs and assigns. Neither GAIA nor any of its members shall be bound by the Second Amended Decision if: (1) GAIA sells GAIA Garden Apartments and CCWS; and (2) The purchaser agrees to be bound by this Second Amended Decision.
13. In the event that GAIA violates the Orders set forth in this Decision or fails to comply with applicable state or federal law, the Town will be provided notice of such violation or lack of compliance and may be made a party to any proceeding held regarding such violation or lack of compliance.

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14. THIS SECOND AMENDED DECISION CONTAINS THE FINAL ORDERS OF THE DEPARTMENT OF PUBLIC HEALTH AND THE PUBLIC UTILITY REGULATORY AUTHORITY WITH RESPECT TO THE MATTERS ADDRESSED HEREIN AND IS ENFORCEABLE PURSUANT TO CONN. GEN.STAT.SEC.16-10. The Department of Public Health and the Public Utility Regulatory Authority may at any time take any and all legal, administrative and equitable action necessary to assure the purity and adequacy of this public water system, and may take any other such action as provided by federal or state law on all matters not covered specifically in this Second Amended Decision. Failure to comply with any provision of this Decision may subject the Respondent to a court order pursuant Conn. Gen. Stat. Sec. 16-10 to aid in the enforcement of the provisions of this Second Amended Decision. Nothing in this Second Amended Decision shall effect GAIA's, and any subsequent owner's, rights under the Law regarding this matter.

Date

By: _____
Lori Mathieu
Public Health Section Chief
Drinking Water Section
Regulatory Services Branch
Department of Public Health

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Date

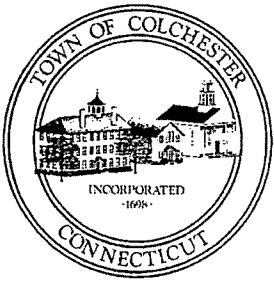
By: _____
The Office of the Consumer Counsel

Date

By: _____
Amir Yerushalmi,
Authorized to sign on behalf of GAIA Colchester,
LLC; and its Managing Member GAIA Real Estate
Investments LLC.

Date

By: _____
Town of Colchester



Town of Colchester, Connecticut

95 Norwich Avenue, Colchester, Connecticut 06415

Patricia A. Watts, Director of Senior Services/Municipal Agent

MEMORANDUM

To: Board of Selectmen

From: Patricia A. Watts, Director of Senior Services

Date: 05/07/2014

Re: Golf Tournament Fundraiser

In November 2013, I was approached by Colleen, Joel and Luke Hajdasz to see if we would be interested in having them partner with the Colchester Senior Center to organize a Golf Tournament Fundraiser, with proceeds to benefit the senior center. I emailed Gregg Schuster shortly thereafter and he responded that although he didn't have any previous experience with this type of fundraiser, he didn't think it would be a problem. I gave the Hajdasz family the "go ahead" and we began meeting regularly to plan the event. The Hajdasz's have made a lot of progress, coming to an agreement with Chantclair to hold the event on Saturday, August 9, 2014 with a catered awards banquet to follow. Luke Hajdasz has also had success procuring raffle prizes from businesses already (please see attachment).

When I looked into the insurance implications, we hit a snag. The CIRMA insurance agent is requesting confirmation that this will be a "Town-Sponsored Event" so that he is able to provide the appropriate insurance rider to cover the event. Furthermore, the Hajdasz family would need to be granted permission to use the Town of Colchester's Tax ID number, in order to approach businesses/organizations for gifts and prizes, in conjunction with the Golf Tournament. It was recommended that we approach the Board of Selectman to gain approval to hold this event, as planned.

Recommended Motion

Motion to approve a Golf Tournament Fundraiser, coordinated by the Hajdasz family in cooperation with the Colchester Senior Center, as a Town-Sponsored Event on Saturday, August 9, 2014 at Chantclair Golf Course with provision for the Hajdasz family to utilize the Town of Colchester's Tax ID number for the purpose of raffle prize procurement, if required, with all event proceeds to benefit the Colchester Senior Center.

Respectfully Submitted,

Patricia A. Watts

Patricia A. Watts
Director of Senior Services/Municipal Agent for the Elderly

To Whom It May Concern,

My name is Luke Hajdasz and I am a 14 year-old freshman student at Bacon Academy located in Colchester, CT. I have been volunteering at the Colchester Senior Center for five years and in that time, I have developed close relationships with many of the people who attend the Senior Center. I was fortunate enough to be awarded the Liberty Bank Youth in Action Award in 2013. As part of the award, \$1000 was donated to the Colchester Senior Center in my name. After I won this award, I began to think of other ways to help raise funds for the Senior Center. Since I love golf, a golf tournament was clearly the way to go.

This event will be held on August 9, 2014 at Chanticleir Golf Club in Colchester. The event will consist of two parts: an 18 hole golf tournament and a catered meal afterwards. The dinner/awards banquet will be held at a separate location. On the day of the tournament, a raffle will be held at the awards dinner.

Thank you very much for all of your time and consideration.

Luke T. Hajdasz

DONATIONS ALREADY RECEIVED:

1. PGA Champions Tour:
 - 2 dozen golf balls
 - 4 Champions Tour golf hats
 - 1 Champions Tour money clip
 - 1 Champions Tour golfer's course notepad
2. \$25 gift certificate to Frank Pepe's Pizzeria
3. New York Giants Tickets vs Dallas Cowboys on November 23rd. Parking pass included. A \$220 value.
4. \$10 gift card to Golfsmith.com for every golfer
5. Dixon Golf:

The Sponsorship Package

Dixon Amateur Endorsement to be used in the raffle. This prize includes a certificate to redeem the following:

- A dozen Dixon Earth golf balls (\$40 value)
- A Dixon Golf hat made from eco-friendly bamboo (\$30 value)
- 50% discount for all merchandise purchases from Dixon Golf for an entire year

Second, Dixon Golf will send a regional representative to host the Dixon Challenge at your event course. The Dixon Challenge is typically located on a Par 3 and is designed to award as many golfers as possible. Golfers are guaranteed to leave the course feeling like a winner which brings them back year after year. This contest works as follows:

The Dixon Challenge

- One Dixon Earth golf ball is given to every tournament player, whether they participate in the Challenge or not.
- An optional \$10 donation to participate in the Challenge.
- Each Challenge participant will receive a bundle of gift certificates just for donating, including one to redeem their choice of a hybrid or wedge.
- Each Challenge participant will also receive a mulligan on our hole for their donation. This gives them the opportunity to compare their ball to the Dixon Earth golf ball.
- If either ball they hit lands on the green, then they win a sleeve of Dixon Earth Golf Balls (\$10 value).

- If all golfers in a group participate they will also receive an automatic birdie for their score to maintain pace of play (optional).
- If the Challenge participant gets a hole-in-one they will receive a 2 night, 3 day stay at The MGM Grand in Las Vegas.
- Dixon Golf will send the Colchester Senior Center a check for 20% of the gross proceeds raised from this Dixon Challenge.

****When golfers participate in the Dixon Challenge, they are automatically eligible to win the grand Hole-In-One prize if they hit a hole-in-one on the designated hole*****

Hole-In-One Package (Dixon Challenge)

3 days/2 night stay at the MGM GRAND in Las Vegas OR 2 Tickets on Spirit Airlines

6. Minuteman Press has donated all copies for the event

I have discovered 39 organizations online that have donation request forms online. Each organization requires a tax ID number on their request forms. These donations are big ticket items to be raffled off. For example, tickets to the Boston Red Sox, Boston Celtics, and Boston Bruins. If a donation is received from an organization such as these or the like, this will attract more golfers to attend the tournament and people to attend the banquet.

ADVERTISEMENTS:

1. Rivereast story
2. Public Access Programming Channel on Comcast XFINITY
3. Colchester Public School's Digital Backpack
4. Church Bulletins
5. Posted flyer in local businesses
6. Golf leagues at Chantclair
7. Chantclair's website
8. CTgolfer.com
9. Investigation into a sign on the town green
10. Investigation into a note in the First Selectman's weekly e-mails

All of these forms of advertisement are completely free and the flyers will be copied for free courtesy of a donation from Minuetman Press.

	30 Golfers	40 Golfers	50 Golfers
18 Holes w/Cart	\$40.00	\$40.00	\$40.00
Shirt*	\$10.00	\$10.00	\$10.00
Food*	\$10.00	\$10.00	\$10.00
Hole-In-One Insurance	\$10.00	\$7.50	\$6.00
Event Insurance*	\$8.33	\$6.25	\$5.00
Prizes*	\$6.67	\$5.00	\$4.00
Hall Rental	\$8.33	\$6.25	\$5.00
Signage*	\$4.60	\$3.45	\$2.76
* = Estimated Cost			
TOTALS	\$97.93	\$88.45	\$82.76
Fee Paid By Golfer	\$110.00	\$110.00	\$110.00
Profit Per Golfer	\$12.07	\$21.55	\$27.24

As you can see from the chart above, a profit will be made on each golfer. This profit is in addition to the income from the raffle at the banquet and sponsorships received. All expenses for the project are covered by the \$110 dollar fee paid by each golfer.

All of the above are suggestions and subject to change and improvements.

Sponsorship Levels

PLATINUM:

\$300

- Company name displayed on welcoming banner
- Company name displayed on welcome pamphlet
- Cart Sign
- Shared hole sponsorship
- Company name displayed on acrylic frame at each table at awards banquet

GOLD:

\$200

- Company name displayed on welcoming banner
- Company name displayed on welcome pamphlet
- Cart Sign
- Shared hole sponsorship

SILVER:

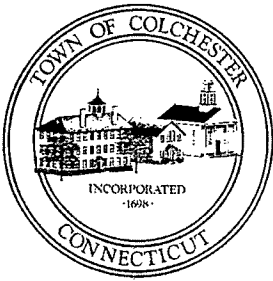
\$150

- Company name displayed on welcoming banner
- Company name displayed on welcome pamphlet
- Cart Sign

BRONZE:

\$75

- Company name displayed on welcoming banner
- Company name displayed on welcome pamphlet



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

Cheryl Hancin, Recreation Manager

MEMO

To: Gregg Schuster

From: Cheryl Hancin, Recreation Manager

Date: May 9, 2014

Re: Fireworks at 57 Fest

Three (3) bids were solicited regarding the fireworks for the 57Fest on Sept 27, 2014 and Sept 2015. It is our 10th year of the festival. The Recreation Commission reviewed the bid at their last meeting also.

Pyrotechnico: \$9,000.00 Fireworks consist of an opening, a body, and a grand finale.

Bay State Fireworks: \$9,000.00 Fireworks consist of an opening, a body, and grand finale

Zambelli Fireworks: \$7,000.00. Fireworks consist of an opening, a body and grand finale that has gotten rave reviews in the past 2-4 years from the community. The grand finale is larger and longer than the other 2 companies. The Recreation Commission has chosen this bid and is recommending it for approval.

Recommended Motion:

Motion for the BOS to approve Zambelli Fireworks Manufacturing as the 2014 & 2015 Fireworks provider for 57 Fest and authorize the First Selectman to sign all necessary documents.

Colchester Senior Center Activity Interest Questionnaire

We value your thoughts/suggestions and want to plan programs that are appealing and fun for Colchester's community of seniors. Please take a moment to answer some questions about the Colchester Senior Center, which will help us as we make decisions about future programs, classes & events. Please note this survey is 2 pages, complete both pages.

1. Do you currently attend programs/classes/events at the Colchester Senior Center?

Yes No

Comments:

2. What current programs offered do you or would you like to attend? (please circle)

<i>Benefits Check Up</i>	<i>Hearing Clinic</i>	<i>Sr. Volunteer Program (SVP)</i>
<i>Bingo</i>	<i>Knitting & Crochet</i>	<i>Senior Wits (Word Puzzles)</i>
<i>Birthday Celebration</i>	<i>Line Dancing</i>	<i>Senior Yoga</i>
<i>Blood Pressure Clinic</i>	<i>Low Vision Support Group</i>	<i>Setback</i>
<i>Bridge</i>	<i>Lunch Bunch Trips</i>	<i>Shopping Trips/Outings</i>
<i>Bunco (Dice Game)</i>	<i>Mah Jongg</i>	<i>Sit & Be Fit</i>
<i>Chair Massage</i>	<i>Movie Matinees (Classic Films)</i>	<i>Skip-Bo</i>
<i>Choral Group</i>	<i>Movie Matinees (New Release)</i>	<i>Special Event Luncheons</i>
<i>Current Events</i>	<i>Open Art Studio</i>	<i>Stretchcize</i>
<i>Dinner & Game Night</i>	<i>Pinochle</i>	<i>Tai Chi</i>
<i>Educational Presentations</i>	<i>Pokeno</i>	<i>Uno</i>
<i>Evening Walking Club</i>	<i>Rummikub</i>	<i>Wii Bowling</i>
<i>Exercise with Gina</i>	<i>Scrabble</i>	<i>Zumba Gold Fitness</i>
<i>Fiction into Film (Book Club)</i>	<i>Scrapbooking (Crop 'til You Drop)</i>	<i>Other: (please specify)</i>
<i>Getting to Know You</i>	<i>Sr. Golf League @ Chantclair</i>	

3. Which programs do you want at the Colchester Senior Center, which we currently do not offer? (please circle)

<i>Acrylic Painting</i>	<i>Genealogy Workshop</i>	<i>Seated Zumba Fitness Class</i>
<i>Baby Boomers Programs</i>	<i>Hula Hoop Fitness Class</i>	<i>Stained Glass Art</i>
<i>Beading/Jewelry Making</i>	<i>Intergenerational Programs</i>	<i>Support Groups</i>
<i>Bible Discussion Group</i>	<i>iPad/iPhone Class</i>	<i>Tap Dance Class</i>
<i>Ceramic Arts</i>	<i>Kindle/Nook Class</i>	<i>Watercolor Painting</i>
<i>Computer Workshop</i>	<i>Military Whist</i>	<i>Weight Loss Support</i>
<i>Digital Photography</i>	<i>Nutrition Education</i>	<i>Wellness Education</i>
<i>Dominoes</i>	<i>Pizza & Movie Night</i>	<i>Writing Workshop</i>
<i>Drawing Class</i>	<i>Quilting Guild</i>	<i>Other: (please specify)</i>
<i>Financial Education</i>	<i>Rubber Stamping Class</i>	

4. How are you enjoying the special events luncheons with live entertainment that have been planned? (check one)

- I have attended and enjoyed them.
- I have attended but have not enjoyed them.
- I have not attended but would like to in the future
- I have not attended and do not plan to.

Comments:

5. Do you attend Lunch Bunch outings? Yes No

Comments:

6. I feel the programs, classes and special events at the Colchester Sr. Center are a good value. Yes No

Comments:

7. What is the maximum you would be willing to spend for a program? (please circle)

\$0-\$5	\$5-\$10	\$10-\$15	\$15-\$20+
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Comments:

8. What is the maximum cost you would be willing to spend for a day trip? (please circle)

\$20-\$40	\$40-\$60	\$60-\$80	\$80-\$100+
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9. I am satisfied with the current hours of operation. Yes No

Comments:

10. I would like to see more programs offered in the evening. Yes No

Comments:

11. I would like to see more programs offered on weekends. Yes No

Comments:

Thank you for your feedback! Please submit to the office by May 30th