



# Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

**Board of Selectmen Agenda  
Regular Meeting @ 7 PM  
Thursday, August 20, 2015  
Colchester Town Hall  
Meeting Room 1**

RECEIVED  
COLCHESTER, CT  
2015 AUG 17 AM 11:57

1. Call to Order
2. Additions to the Agenda
3. Approve Minutes of the July 16, 2015 Regular Commission Chairmen Meeting
4. Approve Minutes of the July 16, 2015 Regular Board of Selectmen Meeting
5. Citizen's Comments
6. Boards and Commissions – Interviews and/or Possible Appointments and Resignations
  - a. Economic Development Commission – Resignation of Paul Catalano
  - b. Agriculture Commission – Resignation of Allen Zimmerman
  - c. Commission on Aging
    1. Resignation of Wayne Mohrlein
    2. Marjorie Mlodzinski to be interviewed
    3. Karen Althammer to be interviewed
    4. Eleanor Phillips to be interviewed
  - d. Blight Ordinance Task Force
    1. Richard Waugh to be interviewed
    2. Jean Walsh to be interviewed
    3. Christian Choma to be interviewed
7. Budget Transfers
8. Tax Refunds & Rebates
9. Discussion and Possible Action on Section 5310A Funding for Vehicle Replacement
10. Discussion and Possible Action on Grant Contract with Senior Resources Agency on Aging
11. Discussion and Possible Action on JLN Associates Contract for Fire Department Strategic Plan
12. Discussion and Possible Action on Agreement with McGladrey LLP for Auditing Services
13. Discussion and Possible Action on Lease Agreement for Canon Copiers with Ryan Business Systems
14. Update on Town Clerk Office General Code E-Code 360
15. Discussion on Senior Center Building Project
16. Citizen's Comments

17. First Selectman's Report

18. Liaison Reports

19. Adjourn



# Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

**Commission Chairmen Regular Meeting Minutes  
Thursday, July 16, 2015  
Colchester Town Hall – 7:00PM  
Meeting Room 1**

**MEMBERS PRESENT:** First Selectman Stan Soby, Selectman Rosemary Coyle, Selectman Denise Mizla, Selectman John Reeve, and Selectman Kurt Frantzen

**MEMBERS ABSENT:** None

**1. Call to Order**

Selectman S. Soby called the meeting to order at 7:00 p.m.

**2. Commission Updates – Commission Chairs**

Ron Goldstein reported on the **Board of Education** Bacon Academy had a successful graduation of 218 students. The WJMS Building Project has been approved and moving forward. The application has been submitted and waiting for approval. Implementing the revised strategic plan that was adopted on 6/9/15. BOE will publicize more in September to the public, as well as presenting to the Board of Finance meeting in August.

Gregg LePage reported that the **Charter Review Commission** has one to two meetings left. Currently the group is documenting, prioritizing, and organizing to move to the revision stage. The next task is to report findings, with recommendations for the Charter Revision Commission, who will then do the wordsmithing.

Gary Siddell stated that the **Commission on Aging** membership has two current resignations. The commission has attracted a core group of volunteers that are present at meetings that can fill in the gaps. Membership continues to grow. Implementing the My Senior Center registration software and getting all members entered in the system. The new policy and procedure will roll out in July, and they are monitoring feedback. A sub-committee has been formed to address community outreach. Also actively working on fundraising events, which will help fund a needed re-print of the Senior Resource guide. Currently working on accreditation. Also discussions taking place on a potential new senior center project. Senior Center statistics were read (attached).

James Ford reported that the **Economic Development Commission** has reformatted their mission statement with goals and objectives. Working on a Municipal Development plan to address what the best course of action is to attract businesses into town and the village district, as well as to attract people to the Historic Center. The commission will be conducting an outreach to businesses asking them to attend meetings to discuss suggested improvements. The commission will also be conducting on-site visits to businesses to discuss concerns. Also will be meeting with neighboring towns EDC's.

Nick Norton reported that the **Open Space Advisory Committee** has had many successful meetings with Planning & Zoning

Joe Mathieu reported that the **Planning & Zoning Commission** currently has a full board, with two alternate positions open. Adopted the Zoning & Planning regulations and new applications have been coming in after the adoption of it without any issues.

2015 JUL 22 AM 10:49

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Completed the adoption of the POCD, which is extremely comprehensive. Thanked the Board of Selectmen for assisting in the funding approval process of the POCD. J Mathieu expressed that Town Planner Adam Turner was a pivotal piece to the commission and they are sad to see him leave. He went on further to say Turner has been instrumental in terms of high level though process and left a stamp to the town's betterment.

Stan Soby reported on the **Police Commission** Sgt. Martinez has started on as the Resident State Trooper Supervisor. He is experienced out of Troop K and is ready to go. Officer Mike Brown started on board and brings extensive experience as an officer. Commission is working as the local traffic authority on some concerns by residents.

Merja Lehetinen reported on the **Cable Advisory** A check was presented to the Cragin Library for the purchase of a tv screen to be on display to inform visitors on public announcements and programming. Rapid escalation of consumer problems from cable companies which resulted in having resolution within 24 hours in the last 90 days. M Lehetinen urged the COA to inform their members to assign a family member or 3<sup>rd</sup> party representative to read their bills.

First Selectman Stan Soby thanked all the commission chairmen for their reports and all the good work they do within their commissions. He stated the town wouldn't exist without the efforts of our volunteers.

**WRITTEN REPORTS RECEIVED FROM THE FOLLOWING (attached):**

Robert Tarlov regarding **Board of Finance**  
Tom Tyler regarding **Building Committee**  
Falk von Plachecki regarding **Conservation Commission**  
Christina Maher regarding **Fair Rent Commission**  
Stephen Coyle regarding **Sewer & Water Commission**

**NO REPORT RECEIVED FROM THE FOLLOWING:**

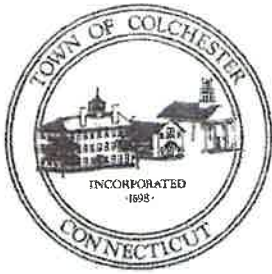
Christopher Bourque regarding **Agriculture Commission**  
John Malsbenden regarding **Board of Assessment Appeals**  
**Blight Ordinance Task Force**  
Mary Ellen Mahoney regarding **Cragin Board of Trustees**  
Daniel Henderson regarding **Ethics Commission**  
Ellen Sharon regarding **Historic District Commission**  
Jan LaBella regarding **Housing Authority**  
Chris Ferrante regarding **Parks & Recreation Commission**  
Brenden Healy regarding **Police Retirement Board**  
Gina Ebbeling regarding **Youth Services Advisory Board**  
Laurie Robinson regarding **Zoning Board of Appeals**

**3. Adjourn**

R. Coyle moved to adjourn the Commission Chair Meeting at 7:28 p.m., seconded by Denise Mizla. Unanimously approved. MOTION CARRIED.

Respectfully submitted,

Tricia Dean  
Clerk



# TOWN OF COLCHESTER

Commission on Aging  
95 Norwich Ave., Colchester, Connecticut 06415  
(860) 537-3911

*Where Tradition Meets Tomorrow*

RECEIVED  
COLCHESTER, CT  
2015 JUL 14 AM 11:29

## Colchester Commission on Aging

### Meeting Minutes

Monday July 13, 2015 - Colchester Senior Center

**Members Present:** Chair Gary Siddell, Jean Stawicki, Goldie Liverant, Marion Stanavage, Rose Levine, Rob Gustafson, Jennifer Raybern DeHay

**Members Absent:** Wayne Mohrlein

**Others Present:** Patty Watts, Rosemary Coyle, Mary Tomasi, Laura Falt, other citizens

- 1. Call Meeting to Order:** Chair G. Siddell called the meeting to order at 8:33 a.m.
- 2. Possible Seating of Alternate:** G. Siddell seated alternate J. Rayburn DeHay as a voting member in the absence of a committee member.  
**R. Gustafson motioned to reorder the agenda to move the Senior Center Director's Report to the next item. J. Stawicki seconded. All members present voted in favor. MOTION CARRIED.**
- 3. Senior Center Director's Report:** P. Watts reported that new members for May should have been 16 rather than 12. They are kicking off membership at 9 am this morning. It is free for Colchester residents 55 and up and there's a \$10 annual fee for non-residents. Membership is required for anyone participating in programs, classes, trips or services. There is a welcome bag given to registrants with the registration form, a welcome letter, Policies and Procedures Manual, File of Life Kit and instructions to enroll in town email subscriptions. MySeniorCenter has arrived and key tags will be distributed with membership registration. Feedback is that it's easier than the pen and paper sign in sheets. She met with the Wallingford Senior Center along with G. Siddell and J. Stawicki to discuss steps for accreditation. It was a productive meeting and a steering committee will be formed in August. TVCCA is offering summer salad specials on Wednesdays and Fridays throughout the summer. There are Farmer's market vouchers available for income qualified individuals/couples who register at the center. Stop & Shop is donating baked goods and produce through their Harvest Program which are available at the center. Two senior volunteers coordinate pickup and Patty completes online reporting. The 2<sup>nd</sup> annual CSC Golf Tournament Fundraiser will be held on August 7<sup>th</sup> for 9 holes and August 8<sup>th</sup> for 18 holes. There will be a dinner reception to follow at St. Joseph's Polish Club catered by Papa Z's. Non-golfers can join for \$15.00. The NCOA theme for National Senior Center Month this year is Celebrate LIFE at Your Senior Center (Learning-Expand your knowledge; Independence-Live on your terms; Friends-Enjoy life; Energy-Discover health and vitality). It's an exciting theme and plans are already underway for September. The DOT grant was awarded in the amount of \$33,320.00 and the Making Memories grant was for \$14,648 which was \$5,000 less than requested. They will have to fundraise to cover the gap. July programs are as follows: 7/6 Patriotic Picnic with Youth and Social Services; 7/10 Patriotic Camperdy Trivia and Ice Cream Social; 7/15 Massage Therapy Presentation with Julie Shilosky; 7/17 AARP Smart Driver Class; 7/23 Summer Salad Cooking Demo with Laura Falt; and 7/30 Thimble Islands Cruise with lunch on your own. The following trips are sold out: 7/16 My Name is Barbra-Lobster Bash, 8/13 Sail Away Aboard the Argia, 9/15 9/11 Memorial Museum and 12/2 Radio City Music Hall Christmas Spectacular. There's still room to register for the following: 8/27 Foxwoods Casino, 9/23 Eastern States Expo (CT Day), 12/10 In the Christmas Mood with the Glenn Miller

Orchestra and 3/19-27/2016 No-Fly Cruise to the Bahamas. Missing May statistics: Transports: 926 and 134 Community Café meals served. June Statistics: Attendance: 1,361 over 22 days, 1,091 Transports. 99 Bistro and special meals served, 139 Community Café meals served and 403 Meals-on-Wheels delivered. 9 new members registered in June for a YTD total of 63 new members. Patty also reported that the First Selectman wants to include a new senior center on their agenda. Once the steering committee is named in August, there will need to be a bigger community presence beginning in September. She will be reaching out to senior housing areas to hold information sessions. The Resource Guides are running low. Asked about printing more as she'd like to include them in the welcome bag.

P. Watts left the meeting.

4. **Minutes:** J. Stawicki motioned to accept the June 8, 2015 minutes with the change in May new memberships from 12 to 16. M. Stanavage seconded. R. Levine and R. Gustafson abstained. All other members present voted in favor. MOTION CARRIED.
5. **Financial Report:** There was discussion regarding whether there's a line in the new Commission on Aging budget to keep track of donations and expenditures. Currently they are run through the Senior Center budget. The 2015-2016 CoA budget includes clerk fees, printing and postage. R. Coyle will email Maggie in finance to find out. There is currently \$14.70 left from donations.
6. **Chairman's Report:** G. Siddell reported that the Quarterly Commission Reports are this Thursday at the Board of Selectmen meeting and members are welcome to attend. Also, Susan Choma resigned her position as alternate as she is moving out of state. The Commission thanks her for her service and wishes her luck in her move.  
Art Shilosky entered the meeting.  
G. Siddell also commented on the great job everyone has done to keep the senior center in the news while the school building project was worked on. There was discussion on whether the next step is to decide on what is needed in a building or an appropriate site for a new building. The building needs will be somewhat determined during the self-assessment process. R. Coyle stressed the need for all boards to work together to move this forward. A. Shilosky stated that the financial planning has already taken a new center into account.
7. **Review Revised Mission Statement Wording:** G. Siddell presented some suggested wordings for members to consider. R. Gustafson motioned to accept the following: "The Commission on Aging shall assist and support the needs of citizens 55 and older in the areas of nutrition, employment, economic and physical well-being, social services, housing and any other areas of concern; develop and implement programs; advocate for this population and collaborate with the Senior Center and the Community." G. Liverant seconded. All members present voted in favor. MOTION CARRIED.  
G. Liverant left the meeting.
8. **Status of NCOA Accreditation and Community Outreach Initiative:** G. Siddell reported that the steering committee should be no more than 10 people. R. Coyle suggested having an odd number. J. Raybern DeHay shared a draft flyer to use for advertising/fundraising. There was discussion on some changes to the flyer and how and where it will be used.
9. **Old Business:** No items were reported.
10. **New Business:** No items were reported.
11. **Adjournment:** J. Stawicki motioned to adjourn the meeting at 10:01 a.m. R. Gustafson seconded the motion. All members present voted in favor. MOTION CARRIED.

Respectfully submitted,



Michelle Komoroski

# Fw: Commission Chairmen Meeting: BOF Report

Robert Tarlov

Mon 7/13/2015 6:29 AM

To: Tricia Dean <tdean@colchesterct.gov>;

**BOF**

In 2014, the Board of Finance created a list of BOF Objectives and Initiatives. With the budget season behind us, we have directed attention back to the list, updating it to reflect those items accomplished and adding new ones.

We continue to work on items such as:

- Updating the Vehicle and Equipment Replacement Plan,
- A funding plan for the new Building Maintenance Plan,
- 2 Tri-Board subcommittee working on budget communications, both during and between budget seasons,
- A strategy plan for the Recreation Program Fund,
- Funding plans for Snow Removal and for Legal.

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**From:** Robert E. <esteverj@comcast.net>

**Sent:** Sunday, July 12, 2015 12:32 PM

**To:** 'Rob Tarlov'

**Cc:** Robert Tarlov

**Subject:** RE: Commission Chairmen meeting agenda for 7/16/15 @ 7pm

Could you send a written report please.

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**From:** Rob Tarlov [mailto:ctparagon@comcast.net]

**Sent:** Thursday, July 09, 2015 11:35 AM

**To:** Rob E.

**Cc:** BOFChair@colchesterct.gov

**Subject:** FW: Commission Chairmen meeting agenda for 7/16/15 @ 7pm

I'm out of state.

Do you want to cover or do you just want me to send a written report?

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**From** Tricia Dean [mailto:tdean@colchesterct.gov]

**Sent:** Thursday, July 09, 2015 9:18 AM



July 16, 2016

## Building Committee Chairman's Update

### Completed activities:

- Held several presentations on project and tours of WJJMS prior to BOS setting of referendum date (initiation of advocacy rules).
- June 16<sup>th</sup> referendum majority vote in favor of project.
- Building Committee, architect and Town work to complete project paperwork for submission to State Bureau of Schools for inclusion on project list. Application submitted on June 30<sup>th</sup>.
- Building Committee met several times to discuss project next steps, architect selection, scheduling, etc.
- Receive guidance from Town Attorney that a new RFQ for architectural design services is required.

### Upcoming Activities:

- Develop RFQ for architectural services for detailed design
- Decide on construction management (CM) support methodology for project and issue RFQ for CM services.
- Decide on owner project management (OPM) support methodology for project and potentially issue RFQ for OPM services.
- Goal is to get architect, CM and potentially OPM selected as soon as possible to begin design.

An important point came up at the last Building Committee meeting that I want to make sure the BOS understands: The Building Committee intends to move forward with detailed design as soon as practical. It is our intention that design will be well underway before formal notification of the project's acceptance by the State Bureau of School Facilities is received. In essence, design is at risk, albeit low.

Regards,  
Tom



# CCC Chairmans Report

Jay Gigliotti

Thu 7/16/2015 2:55 PM

Inbox

To: Tricia Dean <tdean@colchesterct.gov>;

Cc: ARTHUR F von PLACHECKI <afvp@sbcglobal.net>;

Hi Tricia,

On Behalf of Falk von Plachecki, Chairman of the **Conservation Commission:**

Unable to attend Chairman's Meeting on 7/16/15

CCC Attendance is good, with still one vacant alternate position

no new applications

Status is good

Thank you.

Jay Gigliotti

Town of Colchester

Planning & Zoning Department

(860) 537-7283

[jgigliotti@colchesterct.gov](mailto:jgigliotti@colchesterct.gov)

7/9/2015

Re: Commission Chairmen meeting agenda for 7/16/15 @ 7pm - Tricia Dean

## Re: Commission Chairmen meeting agenda for 7/16/15 @ 7pm

Christina Maher <christinamaher@live.com>

Thu 7/9/2015 9:20 AM

Inbox

To: Tricia Dean <tdean@colchesterct.gov>;

**Fair Rent Commission**

Hi Tricia,

I will be on vacation next week and cannot make it. We have no updates, however. We've had no meetings or activity.

Christina

Sent from my iPhone

On Jul 9, 2015, at 9:18 AM, Tricia Dean <tdean@colchesterct.gov> wrote:

Good morning,

Attached is the Commission Chairmen meeting agenda for next week's meeting on Thursday, July 16th at 7pm in Town Hall.

If you will not be able to attend please send me an update to be included at the meeting by Wed, July 15th.

Regards,

*Tricia Dean*

Executive Assistant to the First Selectman

Town of Colchester  
127 Norwich Avenue  
[tdean@colchesterct.gov](mailto:tdean@colchesterct.gov)  
P: (860) 537-7220  
F: (860) 537-0547

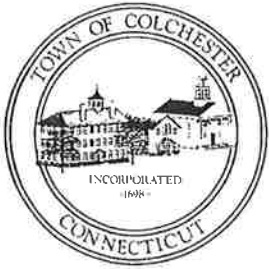
<CommisionChairAgenda7\_16\_2015.pdf>

# Sewer and Water Commission – Chairman Report

July 15, 2015

1. The well 3A application has been submitted to the Ct. Dept. of Health.
2. Both of our budgets finished the June 30, 2015 fiscal year in the black. Final figures are not yet available.
3. Credit Card payments have been switched to the Town's vendor. There is a slightly different fee structure for the rate payers.
4. The Water Spray park repairs will commence at the end of August.
5. Joint facilities. A major upgrade to the Treatment plant has begun. This is the Rotary Drum Thickener.
6. Our Prospect Hill Pump station is getting new impellers. When finished, this facility will have undergone an upgrade of every major component since its construction.

Stephen Coyle, Chairman



# Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

**Board of Selectmen Minutes  
Regular Meeting Minutes  
Thursday, July 16, 2015  
Colchester Town Hall @ 7PM**

RECEIVED  
COLCHESTER, CT  
2015 JUL 22 AM 8:10

**MEMBERS PRESENT:** First Selectman Stan Soby, Selectman Rosemary Coyle, Selectman Denise Mizla, Selectman Kurt Frantzen, and Selectman John Reeve

**MEMBERS ABSENT:** None

**OTHERS PRESENT:** Board of Finance A. Shilosky, Operations Director J. Jones, Town Clerk G. Furman, Registrar D. Mrowka, M. Lehtinen, T. Dean Clerk, and other citizens.

**1. Call to Order**

First Selectman S. Soby called the meeting to order at 7:27 p.m.

**2. Additions to the Agenda**

S Soby asked that the following replace current agenda item #9; Discussion and Possible Action on Resident Trooper Contract. R Coyle asked that the following be added to the agenda #13 Discussion on Senior Center Project, renumber accordingly.

R Coyle moved to approve the additions the agenda as presented, seconded by K Frantzen. Unanimously approved. MOTION CARRIED

**3. Approve Minutes of the June 30, 2015 Board of Selectmen Emergency Meeting**

R Coyle moved to approve the Emergency Meeting of Selectmen meeting minutes of June 30, 2015, seconded by D Mizla. Unanimously approved. MOTION CARRIED

**4. Approve Minutes of the July 2, 2015 Regular Board of Selectmen Meeting**

J Reeve asked for the following corrections to be made; Strike 1<sup>st</sup> sentence before comma referring to septic and Chatham. Add to second part of 1<sup>st</sup> sentence to read 92 & 93 seems to be in conflict with state statute. Add Ordinance 64 needs to be updated for flood hazard.

R Coyle moved to approve the Regular Board of Selectmen meeting minutes, as amended, of July 2, 2015, seconded by D Mizla. Unanimously approved with one abstention by R Coyle. MOTION CARRIED.

**5. Citizen's Comments**

Merja Lehtinen thanked the Town Clerk and Assessor for their help with a recent issue. D Mrowka, registrar, relayed training requirements from the state along with cost

**6. Boards and Commissions – Interviews and/or Possible Appointments and Resignations - None**

**7. Budget Transfers - None**

**8. Tax Refunds & Rebates**

K Frantzen moved to approve tax refunds in the amount of \$376.00 to Barolo Gallitto, and \$56.25 to Ronald Delisle, seconded by D Mizla. Unanimously approved. MOTION CARRIED

**9. Discussion and Possible Action on Resident Trooper Contract**

R Coyle asked if there was any highlighted changes different from the previous contract. S Soby replied that there was no language change outside of the percentage change from 70% to 85%.

R Coyle move to approve the Resident Trooper Contract, for the period July 1, 2015 through June 30, 2017, seconded by D Mizla. Unanimously approved. MOTION CARRIED.

**10. Discussion and Possible Action on Blight Ordinance Task Force Charge**

The Board discussed what the direction should be for the Task Force, common agreement was the purpose to be broad, and to focus on illegal and health and safety issues. Discussion on enforcement and appeal process, as well as pointing

out that our rural community needs to be taken into consideration as well. S Soby stated that key points need to be addressed, needs to be simple and easy to understand, enforceable with current staffing, focus on health and safety, and a clear process on how to respond to complaints. R Coyle questioned if there was a state statute that defines blight? S Soby responded that no, last year there was talk about it but it never came to fruition. Next step is to re-form the committee due to several current members not being able to volunteer at this time, a press release and the web site has been updated with the town's seeking volunteers. Tabled to next meeting.

**11. Discussion and Possible Action on Consultant Agreement for Norton Mill Project**

S Soby explained that the monies for the consultant will be paid through a STEEP grant. The consultant will assist in coordinating activities around the Mill project in terms of scope of work for testing, due diligence, property transfer, removal of structure, re-contour of property, and re-establishment of historical markers with the nature conservatory and potential repair of the Papermill Bridge. The consultant will be Adam Turner, Town Planner, who will be leaving his position on July 31<sup>st</sup>. A Turner was the choice as consultant due to needing someone who can assist that has all the necessary knowledge of the current project and who also has current clearance to perform tasks with each commission involved. Discussion from the Board regarding payment procedure and language in the drafted agreement. Consensus among members was the agreement needed more definitions and limitations, to clearly identify payment terms, termination, and authorization. Agreement will be re-drafted for next meeting. NO ACTION.

**12. Discussion and Possible Action on Town Planner Selection Process**

S Soby updated that an internal review of applicants has been done by CFO M Cosgrove, Engineer S Tassone, and PW Director J Paggioli, which has narrowed the field to six candidates. Next step will be an external review of the six candidates by neighboring Town Planners, to narrow the selection to 2-3 candidates. Then the final step will be by the Board of Selectmen with an interview of 2-3 candidates for final selection.

**13. Discussion on a Senior Center Building Project**

R Coyle submitted a document (attached) with a list of questions and ideas for discussion in order to move a Senior Center Project forward. R Coyle pointed out that a formal stand on what position the Board has on the project has not been done, and would like to enact that as well as working on the cooperation and support from the Board of Finance. Agreement from the Board that they would go through the document, add own thoughts and questions, then come back and discuss at the next meeting. Tabled to next meeting.

**14. Citizens Comments**

Art Shilosky stated his support in getting the Senior Center Building Project moving forward, stated that it is at capacity in the location now and needs to be done.

Merja Lehtinen spoke against the Blight Ordinance Task Force due to most residents that will suffer from this ordinance are the disabled and elderly. Stated that the ornaments that adorn lawns are indicative of Colchester. Merja Lehtinen also spoke to the potential Senior Center building project and would like to see more Town Meetings to discuss the project vs discussing during Board of Selectmen and Board of Finance meetings.

**15. First Selectman's Report**

Recognized the Colchester Land Trust for achieving accreditation; Working with the P&R Director on the Program Fund; Concerts on the Green continue with good attendance; Food Festival is next week; Working with neighbors around the use of roads and commercial operations of roads, seems to be fruitful at this point; Concerns about speed in town the last couple of weeks brings in more complaints vs prior years. Discussed with Resident Trooper Sgt. Martinez to set more speed enforcements around town; Open house at Camp Hemlocks on Friday 1pm-5pm; Met with Chatham and discussed septic system design. Good feedback on changes with the health district regarding permits for farmers markets, etc.

**16. Liaison Reports**

R Coyle reported on the Fire Department Officers Meeting on 7/6 – Budget issues for FY 2015 due to vehicle repair line item being over budget. Ambulance Incentive program budget is tight due to increased calls and they continue to rise. Suggestion to group to present issues to BOS and BOF to explain how the program will work going forward. Don Rowland to retire as Health & Safety Officer, Royce ~~Miles~~ will be shadowing. Firefighter, ~~McNamara~~ leaving on Tuesday.

**17. Adjourn**

R Coyle moved to adjourn at 8:49 p.m., seconded by D Mizla. Unanimously approved. MOTION CARRIED.

Knowles

Matt

Demar

Attachment: R Coyle Document re Senior Center Project Questions

Respectfully submitted,  
Tricia Dean, Clerk

To: First Selectman, Stan Soby  
The Colchester Board of Selectman

From: Rosemary Coyle, Selectman

Date: August 16, 2015

Re: Senior Center Project Questions

Since the passage of the WJJMS project, we have begun to discuss the Senior Center project. It appears that we are all in favor of this but maybe our positions need to be formalized. In reflecting on the success of that project's passage, it happened because it was a bipartisan effort and no one board worked in isolation. We worked as a team. I believe the success was based on all of us working together, getting all our perspectives aired, and coming to consensus on how we move forward. The cooperation and support from all the boards made the difference the second time around and the project is moving forward.

I have included a list of questions I would have raised on July 2<sup>nd</sup>. Some of which I had emailed to the First Selectman and the reason for asking to postpone discussion until I was present to participate. I have been involved in this issue for so many years and have learned much about this issue from the COA, Senior Center Study group, and the previous Building Committee.

I wanted to share my list of questions which is by no means complete but maybe a topic for conversation. This list is in no specific order but a list of questions and/or ideas that I believe we may choose to discuss in order to move a Senior Center project forward.

1. What are the first steps?
2. Does each Board take a formal position to move a Senior Center project forward?
3. What is the timeline/timing? How do we move this along?
4. How will the Senior Center Accreditation process assist in the scope of the building – its needed size, requirements etc.
5. Do we have a financial plan and/or financial evaluation?
6. Do we need a joint meeting with Board of Finance?
7. How do we determine the issue of a site?
8. What happens to the current Senior Center building and land? Is this in the mix?
9. Should we form a subcommittee of BOS, BOF and 2 representatives from public to review sites and/or options?

10. How do we design a transparent process with open communication so the townspeople know where we are going with this project, how we will pay for this, impact on taxes, and when it will happen?
11. When do we appoint a Building Committee that will hire an architect to design the building?
12. What else needs to be done?



July 21, 2015

To Whom It May Concern:

Due to other obligations I am resigning from the Colchester Economic Development Commission.

Sincerely,

Paul Catalano

A handwritten signature in cursive script, appearing to read "Paul Catalano". The signature is written in black ink and is positioned to the right of the printed name "Paul Catalano".

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**Economic Development Commission- 7 Members, 2 Alternates, 5 year terms**

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<i>Position</i>	<i>Name</i>	<i>Party</i>	<i>Phone</i>	<i>E-mail</i>	<i>Expiration Date</i>
Chair	James W. Ford	D	860-537-6788	ford_james_w@sbcglobal.net	10/31/2016
Member	Andreas Bisbikos	R	860-537-6891	abisbikos@aol.com	10/1/2018
Member	Paul Catalano	R	860-537-3338	paul.catalano.qm41@statefarm.com	12/15/2017
Member	John Dion	U	860-884-2069	jpgdion@att.net	10/31/2019
Member	Bruce Goldstein	R	860-537-9181	brucecg@paradisagency.com	10/1/2019
Member	Bruce Fox	D	860-267-0752	brucehfox@aol.com	10/1/2019
Member	Beverly Carr	D	860-537-0327	bjfrenette@sbcglobal.net	10/31/2015
Alternate	Jean Walsh	U	860-537-8988	jean.0621@yahoo.com	10/1/2019
Alternate	VACANT				10/31/2019
Clerk	Gail Therian				

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**Economic Development Commission**

July 21, 2015

To: Stan Soby, First Selectman

From: Allen Zimmerman *Allen Zimmerman*

Please be informed that I am resigning from the Agriculture Commission effective immediately. The reason is that I will be moving to another state.

Thank you.

**Agriculture Commission-5 Members, 2 Alternates, 3 year terms**

<i>Position</i>	<i>Name</i>	<i>Party</i>	<i>Phone</i>	<i>E-mail</i>	<i>Expiration Date</i>
Chair	Christopher Bourque	R	860-267-8628	jcbourque57@msn.com	11/30/2017
Vice Chair	Allen Zimmerman	U	860-531-9132	apzz45@yahoo.com	11/30/2017
Member	Olivia Duksa	R	860-365-0253		11/30/2015
Member	Donna Rosenblatt	D	860-267-4975	rosenpetal@sbcglobal.net	11/30/2017
Member	David Wasniewski	R	860-861-0231	david.w.wasniewski@gmail.com	12/31/2016
Alternate	Charles Csere	R	860-537-4013	ctcsere@gmail.com	11/30/2015
Alternate	Leslie Curtis		860-537-8208	lesliecurtis@yahoo.com	11/30/2016

*Mohrlein*

Wayne T. Mohrlein  
136 Elm Street  
Colchester, Connecticut 06415

July 14, 2015

Mr. Stanley Soby, First Selectman  
Town of Colchester – Board of Selectmen  
127 Norwich Avenue  
Colchester, CT 06415

Re: Resignation from the Commission on Aging

To Whom It May Concern

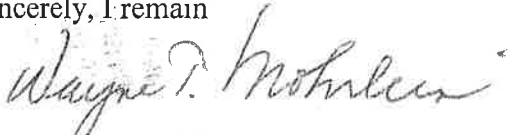
It is with regret that I pen this letter today requesting my resignation from the Commission on Aging, to which I was appointed earlier this year.

At that time, I was hopeful that my health situation was improving, otherwise I would have not pursued the position. Unfortunately, my condition continues to decline (quite rapidly) which is proving very difficult to commit the necessary amount of time and effort that the position deserves. At this point, a major thoracic spine surgery looks inevitable, which would be followed by a lengthy recovery period.

When I am up to it, I hope to be able to offer what I can to the Commission as a volunteer supporter. The work of the Commission is so important to so many in our community; and I still look forward in being a contributor.

Should you have any questions, please do not hesitate to contact me (860-334-1953).

Sincerely, I remain



Wayne T. Mohrlein



# Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

DATE: 7-20-15

## BOARDS & COMMISSIONS APPLICATION

Name: MARJORIE MLODZINSKI  
Address: 49 CENTER COURT Colchester, CT. 06415  
Home Phone: 860-603-2047 Email mmlozini@yahoo.com FAX: \_\_\_\_\_  
Work Phone: N/A Email \_\_\_\_\_ Town Residency 6 MOS Years

Party Affiliation: Democrat Republican Unaffiliated (circle one)

Commission or Board you are interested in serving on: COMMISSION ON AGING

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

High School: MANCHESTER HIGH SCHOOL  
GRADUATE 1966

College: UNIVERSITY OF SAINT JOSEPH  
BUSINESS ADMINISTRATION  
MAJOR IN MANAGEMENT 1996 COM LAUDE

Trade, Business Or Correspondence School GRADUATE

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

ACTNA FOUNDATION 17 YEARS  
HARTFORD FOUNDATION FOR PUBLIC GIVING  
17 YEARS- GRANTS MANAGEMENT  
RETIRED 2013

CONTINUED ON REVERSE SIDE

**Boards & Commissions Applications**

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

Why are you interested in serving? TO PROVIDE ADVOCACY  
FOR SENIORS AND TO BE  
ACTIVELY INVOLVED AS A  
CITIZEN, RESIDENT AND  
VOTER IN COLCHESTER

Do you have any experience or familiarity with this area? SOMEWHAT - MOVED TO COLCHESTER  
JANUARY 2015

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

Which ones? DON'T KNOW

Date: 7-20-15

Signature: Margaret R. Mlodzen L





# Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

DATE: 7/20/15

## BOARDS & COMMISSIONS APPLICATION

Name: Karen Althammer

Address: 15 Granite Ct. Colchester, CT. 06415

Home Phone: 8606032255 Email kwawalk@gmail.com FAX: \_\_\_\_\_

Work Phone: \_\_\_\_\_ Email \_\_\_\_\_ Town Residency 2+ Years

Party Affiliation:  Democrat  Republican  Unaffiliated (circle one)

Commission or Board you are interested in serving on: Commission on Aging

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

High School: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

College: B.S. WPI, Worcester, MA  
\_\_\_\_\_  
\_\_\_\_\_

Trade, Business \_\_\_\_\_  
Or Correspondence \_\_\_\_\_  
School \_\_\_\_\_

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

~~IT~~ IT services for 29 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 live in North Woods community - want to  
represent our concerns

Do you have any experience or familiarity with this area? no

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

Which ones? not sure at this point

Date: 7/20/15

Signature: X. A. Hammer



# Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

DATE: July 21, 2015

## BOARDS & COMMISSIONS APPLICATION

Name: Eleanor M Phillips

Address: 4 Country Place Road, Apt 1 Colchester, CT. 06415

Home Phone: 860 531 9388 Email ephillips525@msn.com FAX: \_\_\_\_\_

Work Phone: \_\_\_\_\_ Email \_\_\_\_\_ Town Residency six Years \_\_\_\_\_

Party Affiliation:  Democrat  Republican  Unaffiliated (circle one)

Commission or Board you are interested in serving on: Commission on Aging

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

High School: Roslindale High School, Roslindale Massachusetts  
"college course" graduate

College: Boston State Teachers' College, Boston, Massachusetts.

Trade, Business numerous courses, seminars etc relative to my positions in the banking/credit union environment.

Or Correspondence \_\_\_\_\_

School \_\_\_\_\_

CONTINUED ON REVERSE SIDE

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

Submarine Base Credit Union, Groton CT VP, Branch Operations (merged with Navy Fed C U) 1971-1991

Core Plus Federal Credit Union fka Norwich-Pequot Teachers Credit Union 1991-2006

Member Services Sales and Services Manager responsible for branch operations, VISA processing, mortgage and consumer lending etc.

Retired (quite exhausted) July 2006.

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

**Why are you interested in serving?** As a Colchester senior and currently serving as Colchester's Representative to the TVCCA Board of Trustees I have an interest in how our current seniors as well as those approaching that "certain age" are encouraged and treated by our town specifically as well as on a state-wide basis. I feel that my life experiences have prepared me to serve in this capacity.

**Do you have any experience or familiarity with this area?** Yes. Formerly connected as a Ledyard resident to the Ledyard Sr Ctr and currently a volunteer at the Colchester Senior Center. I involve myself in many of the programs offered here and enjoy interacting with other members. My 20+ years as a Board of Trustees and Executive Committee member of the Thames Valley Council for Community Action has kept me informed of State and Federal actions critical to seniors.

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

**Which ones?** not at this time thank you.

**Date:** July 21, 2015

**Signature:**

*Sean M Phillips*

**Commission on Aging-7 Members, 2 Alternates, 3 year terms**

<i>Position</i>	<i>Name</i>	<i>Party</i>	<i>Phone</i>	<i>E-mail</i>	<i>Expiration Date</i>
Chair	Gary Siddell	D	860-603-2155	<a href="mailto:siddellg66@comcast.net">siddellg66@comcast.net</a>	12/1/2015
Member	Rose Levine	D	860-531-9048	<a href="mailto:rose.m.levine@comcast.net">rose.m.levine@comcast.net</a>	12/31/2015
Member	Robert Gustafson	D	860-537-3889	<a href="mailto:rguscha@sbcglobal.net">rguscha@sbcglobal.net</a>	12/1/2017
Member	Goldie Liverant	D	860-537-2151	<a href="mailto:goldieliverant@att.net">goldieliverant@att.net</a>	12/31/2016
Member	Marion Stanavage	R	860-537-5111	<a href="mailto:mstanavage@sbcglobal.net">mstanavage@sbcglobal.net</a>	12/1/2017
Member	Jean Stawicki	D	860-537-2013	<a href="mailto:stawickilaw@snet.net">stawickilaw@snet.net</a>	12/1/2015
Member	Wayne Mohrlein	U	860-334-1853	<a href="mailto:1mohr@att.net">1mohr@att.net</a>	12/31/2016
Alternate					12/31/2016
Alternate	Jennifer DeHay	D	860-537-8765	<a href="mailto:jrdehay@snet.net">jrdehay@snet.net</a>	12/1/2018
Clerk	Michelle Komoroski	n/a	860-537-9105	<a href="mailto:rmtdkomo@sbcglobal.net">rmtdkomo@sbcglobal.net</a>	

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**Commission on Aging**



# Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

DATE: July 30, 2015

## BOARDS & COMMISSIONS APPLICATION

Name: Richard S. Waugh  
Address: 59 Sashel Lane Colchester, CT. 06415

Home Phone: 860-537-6175 Email: rs.waugh@outlook.com FAX: \_\_\_\_\_

Work Phone: 860-761-1906 Email \_\_\_\_\_ Town Residency 8 months Years \_\_\_\_\_

Party Affiliation:  Democrat  Republican  Unaffiliated (circle one)

Commission or Board you are interested in serving on: Blight Commission

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

High School: Suffield H.gh

College: \_\_\_\_\_

Trade, Business Or Correspondence School: \_\_\_\_\_

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

1980 - Present - Telspar Intl. Purchasing, Customer Svc.

**Boards & Commissions Applications**

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

Why are you interested in serving? To get involved in the town.

Do you have any experience or familiarity with this area? My Mother lived here for eight-years. I have done business here for over twenty-five years.

I was on the ZBA board in the town of Sterling for several years, and I enjoyed being a part of the town.

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

Which ones? ZBA

Date: 7/30/2015

Signature: 





# Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

DATE: 7/30/15

## BOARDS & COMMISSIONS APPLICATION

Name: Jean Walsh

Address: 36 Gillette Ln Colchester, CT. 06415

Home Phone: 860.537.8988 Email: jean.0621@yahoo.com FAX: \_\_\_\_\_

Work Phone: 860.537-8437 Email \_\_\_\_\_ Town Residency lifetime Years

Party Affiliation: Democrat Republican Unaffiliated (circle one)

Commission or Board you are interested in serving on: Anti-Blight Task Force

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

High School: BIA

College: UConn

Trade, Business Or Correspondence School \_\_\_\_\_

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

Town of Colchester - Fire 2009 - present

City of Hartford - 1986 - 2009 - retired

**Boards & Commissions Applications**

Are you capable of making the commitment of time necessary to serve on this Board or Commission? <sup>Task Force</sup> yes

Why are you interested in serving? I was the Hearing Officer for the City of Hartford for 19 out of 20 yrs there. I adjudicated all appeals for municipal citations - including BLIGHT citations.

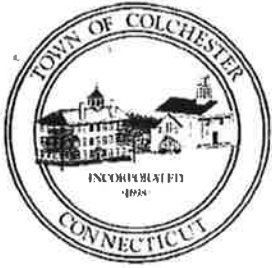
Do you have any experience or familiarity with this area? As the Hearing Officer I had to be familiar w/ statutes / ordinances regarding blighted properties. I have seen a full spectrum of conditions that were defined as blighted and have heard explanations as to why the conditions exist. I believe my exposure to actual cases / circumstances / conditions and my un-biased fairness in adjudications, qualifies me to sit on the Task Force to develop Goldstein's standards & definitions.

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

Which ones? currently serving on ST

Date: 7/30/15

Signature: Jean Wabel



# Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

DATE: 08/9/2015

## BOARDS & COMMISSIONS APPLICATION

Name: Christian M. Choma

Address: 560 Norwich Ave. Colchester, CT. 06415

Home Phone: 860-603-2393 Email cchoma1@hotmail.com FAX: None

Work Phone: 860-576-7650 Email chris.choma@swisslog.com Town Residency 7 Years

Party Affiliation:  Democrat  Republican  Unaffiliated (circle one)

Commission or Board you are interested in serving on: Blight Ordinance Task Force

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

High School: St. Joseph's High School - Ogden, UT - 4 yrs. Diploma  
College prep courses

College: Carroll College - Helena, MT - 4 yrs - Diploma BS  
Mechanical Engineering/Chemistry

Trade, Business DATC - Kaysville, UT - 2 yrs - Electrical Certificate  
Or Correspondence  
School E2 Electrical License

CONTINUED ON REVERSE SIDE

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

Swisslog Translogic Corp - 10825 E. 47th Ave., Denver, CO 80239 - 5 yrs

I began as a resident field engineer at Yale New Haven Hospital and was promoted through several departments to my current position as Northeast Regional Service Manager.

I will continue to hold my current position at Swisslog while I serve on the Blight Ordinance Committee as the commitment will require less than my full time service.

**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 have wanted to become more involved in the community in which I live. I would like to serve the community by helping to make Colchester; safer, healthier, cleaner and more attractive. The end affect of completing a Blight Ordinance will not only serve the current residents of Colchester, but will also encourage community growth by making Colchester a more inviting town to come visit or to relocate a family and join our community.

**Do you have any experience or familiarity with this area?** As a teenager in Layton Utah, I was a member of the "City Clean Up Group".

We would organize weekend city clean-up groups that would help some members of the community with yard work and home repairs and garbage removal. I am also a member of Trout Unlimited, as a member I participate in clean-up and restoration projects on our local rivers and streams. In my current employment position I work daily with people in many different levels of my own company as well as in the hospitals we provide service, through this experience I can work well with people to achieve a common goal that is comfortable for all parties involved. I also hope to learn more from other committee members and members of the Colchester community that will help me grow as a person and help me to move further into public service if I am chosen for this position.

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

**Which ones?** Building Committee, Conservation Commission, Economic Development, Open Space Advisory Committee, Board of Selectmen

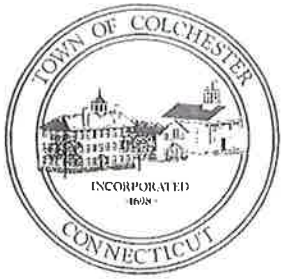
**Date:** 08/09/2015

**Signature:**



**Blight Task Force-5 Members, through completion**

<i>Position</i>	<i>Name</i>	<i>Party</i>	<i>Phone</i>	<i>E-mail</i>
Chair				
Vice Chair	Ron Silberman	D	860-537-1932	r.silb@me.com
Secretary				
Member				
Member				



# Town of Colchester, Connecticut

95 Norwich Avenue, Colchester, Connecticut 06415

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

## MEMORANDUM

**To:** Board of Selectmen

**From:** Patricia A. Watts, Director of Senior Services

**Date:** 07/24/15

**Re:** Section 5310A Funding for Vehicle Replacement

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Section 5310A funding is used to fund the replacement of vehicles which have exhausted their useful life. The 14 passenger 2007 Ford mini-bus used by the Colchester Senior center is slated for retirement. Section 5310A funding was awarded from CTDOT for the procurement of a new 14 passenger mini-bus, as notified in the attached letter. The estimated purchase price for the bus will be approximately \$65,000, with \$52,000 (80%) of the funding provided through the CTDOT and \$13,000 (20%) provided through the Town of Colchester budget. Vehicle delivery is anticipated for July, 2016. Enclosed please find an Acceptance Certification for the Section 5310 Grant, which requires the signature of the First Selectman.

### Recommended Motion

Motion to approve and authorize the First Selectman to sign all necessary documents.

Respectfully Submitted,

Patricia A. Watts



STATE OF CONNECTICUT  
DEPARTMENT OF TRANSPORTATION



2800 BERLIN TURNPIKE, P.O. BOX 317546  
NEWINGTON, CONNECTICUT 06131-7546

Phone: (860) 594-2834

July 16, 2015

Ms. Patricia Watts  
Director of Senior Services  
Town of Colchester  
127 Norwich Avenue  
Colchester, CT 06415

Dear Ms. Watts:

Forty-five (45) organizations throughout the State applied for Section 5310-A funding under the Federal Transit Administration's federal fiscal year 2014 Section 5310 Program. The Regional Planning Organizations and the Connecticut Department of Transportation (CTDOT) reviewed and prioritized all eligible applications.

As a result of the coordinated review and prioritization process, your organization has been selected to receive a cash grant under Section 5310-A. CTDOT is recommending that the Federal Transit Administration pay 80% of the cost of a wheelchair accessible vehicle, not to exceed the amount estimated in the application or 80% of the actual vehicle cost, whichever is lower. The remaining vehicle cost must be funded by the awarded recipient.

This grant must be used toward the purchase of one (1) wheelchair accessible vehicle(s) for the transportation of the elderly and/or persons with disabilities.

CTDOT will begin the implementation of this project as soon as the Federal Transit Administration reviews and approves the submitted program of projects.

Also enclosed with this letter is a certification for acceptance of your Fiscal Year 2014 Section 5310-A grant. The signature of an authorized official will confirm that your organization has sufficient resources available to provide additional funding needed to purchase the vehicle(s) and to keep them in operation after purchase. **The information requested on the acceptance certification form will be used to construct your agreement with the State.**



**Please return the enclosed Acceptance Certification form to Ellen M. Lawrence, Transportation Planner 2, Connecticut Department of Transportation, P.O. Box 317546, Newington, CT 06131-7546 no later than Friday, August 28, 2015.**

Transit districts within the State may be conducting a Federal bid process to procure vehicles. Section 5310 recipients will be allowed to procure a vehicle from these bids. You will be contacted in the near future regarding the date of any procurement meeting(s). If your organization chooses to procure a vehicle(s) without using an above-mentioned transit district bid, the organization will be required to show proof of having gone out to bid or of having followed the "CDOT Procedures for the Procurement of Vehicles", as well as providing us with all documentation to be specified in the Agreement between CTDOT and the grantee as verification of vehicle purchase.

If you have any questions or require further information, please contact Ms. Lawrence at (860) 594-2912.

Sincerely,



Lisa Rivers  
Transit Manager  
Bureau of Public Transportation

cc: James Butler, Southeastern Connecticut Council of Governments

**ACCEPTANCE CERTIFICATION**  
**SECTION 5310 GRANT**  
Federal Fiscal Year 2014  
CT-16-X040

This will certify that \_\_\_\_\_  
(Name of Organization) will accept a Section 5310 grant from the Connecticut Department of Transportation (CTDOT) and has sufficient resources available to provide the additional funding needed for the purchase and operation of the vehicle(s).

Please note that the CTDOT must be listed as first lien holder on the motor vehicle registration(s) for the vehicle(s). Titles will be retained by the Department. Also, the vehicle must, during its useful life, be registered in accordance with all the rules and regulations of the Connecticut Department of Motor Vehicles.

**DO NOT** take any action toward ordering a vehicle at this time. Once an agreement between CTDOT and your organization is executed, you have ninety (90) calendar days from receipt of the agreement to forward to CTDOT a written confirmation that the bid process for purchase of a wheelchair accessible vehicle has been initiated, either individually or through a local transit district. Within 120 calendar days after ordering the vehicle(s), the group must show proof that they have received the vehicle and placed it into service transporting the elderly and/or disabled. (Proof of purchase must consist of a dated manufacturer's or dealer's invoice (1) naming the organization as recipient of the vehicle, (2) fully identifying the vehicle, (3) marked "Paid in Full", and (4) signed by an official representative of the manufacturer or dealer). If these conditions are not met, you acknowledge that this cash grant will be returned to the CTDOT.

In order to expedite the delivery, the group may order a vehicle in advance of receipt of a fully executed agreement; however, this action shall be taken entirely at the risk of the agency.

**TYPE OR PRINT THE FOLLOWING, AS YOUR AGREEMENT WILL BE WRITTEN USING THE INFORMATION EXACTLY AS IT APPEARS BELOW: This information and the Secretary of State Concord Records for your organization must match exactly or your agreement cannot be executed.**

*Legal Name of Organization:* \_\_\_\_\_

*Address:* \_\_\_\_\_

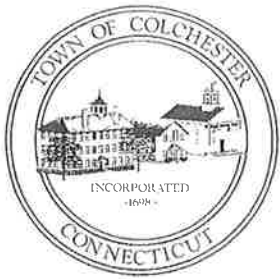
*Name and Title of person authorized to sign an agreement on behalf of your organization:*

\_\_\_\_\_  
*Your organization's nine-digit Federal Employer Identification Number:* \_\_\_\_\_

\_\_\_\_\_  
Signature/Title of Authorized Official

\_\_\_\_\_  
Date

**\* PLEASE KEEP A COPY OF THIS INFORMATION FOR YOUR OWN RECORDS \***



# *Town of Colchester, Connecticut*

95 Norwich Avenue, Colchester, Connecticut 06415

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

## **MEMORANDUM**

**To:** Board of Selectmen

**From:** Patricia A. Watts, Director of Senior Services

**Date:** 08/13/15

**Re:** Execution of Grant Contract with Senior Resources Agency on Aging

---

Grant funding in the amount of \$14,665.00 has been awarded for the 2015-16 Fiscal Year (beginning October, 1, 2015) to fund the Making Memories Program at the Colchester Senior Center. There are two copies of the contract, enclosed, which need to be signed. I need to return one copy to Senior Resources Agency on Aging by Friday, September 4, 2015.

### **Recommended Motion**

Motion to approve the FY 2014-2015 Making Memories Grant and authorize the First Selectman to sign all necessary documents.

Respectfully Submitted,

Patricia A. Watts  
Director of Senior Services/Municipal Agent

EASTERN CONNECTICUT AREA AGENCY ON AGING (dba SENIOR RESOURCES AGENCY ON AGING)  
 19 Ohio Avenue Suite 2, Norwich, CT 06360

**NOTIFICATION OF AWARD**

1. LEGAL APPLICANT/RECIPIENT  
 Name: Colchester Senior Center  
 Address: 95 Norwich Avenue  
 Colchester, CT 06415  
 Contact: Patty Watts  
 Phone #: 860-537-3911

3. PROJECT NUMBER: **F-16-3**  
 4. Service Category: Health  
 Service: Therapeutic Activity  
 5. PROJECT PERIOD: **10/1/15 - 9/30/16**

This award is a reimbursement based grant. Payments will be based on invoices submitted to Senior Resources Agency on Aging. All invoices will be compared to the Management Information System (MIS). When a discrepancy exists, MIS statistics will be used

**This award is for a maximum of: 3,500 units of therapeutic activity at \$4.19 per unit.**

**THE TOTAL AWARD IS BASED ON THE NUMBER OF UNITS TIMES THE UNIT COST.**

2. FUNDING LEVELS

Total Program Cost:	\$31,237.00	
Client Donations:	\$1,500.00	
Other Cash:	\$3,500.00	
<b>NET COST:</b>	<b>\$26,237.00</b>	100%
Less Match		
Non-Federal Cash:	\$10,199.00	38.87%
Non-Federal In Kind:	\$1,373.00	5.23%
<b>TITLE III</b>	<b>\$14,665.00</b>	55.89%

6. TYPE OF ACTION  
 New Federal Year Award XX  
 Continued Award \_\_\_\_\_  
 Revision \_\_\_\_\_  
 Supplemental \_\_\_\_\_

7. TYPE OF CHANGE  
 Increase Dollars \_\_\_\_\_  
 Decrease Dollars \_\_\_\_\_  
 Increase Duration \_\_\_\_\_  
 Cancellation \_\_\_\_\_  
 Other (Specify) \_\_\_\_\_

8. FEDERAL FISCAL YEAR: 2016

9. YEARS OF OPERATION: 6

10. CONDITIONS/RECOMMENDATIONS ATTACHED:  
 Yes \_\_\_\_\_ No X

11. REMARKS  
 A. Unless revised, the amount of this award will constitute a ceiling for federal participation in the approved cost.  
 B. The Federal share of a project cost is earned only when the cost is accrued and the non-federal share of the cost has been contributed. Receipt of Federal funds does not constitute earning of these funds.

Name/Title of Authorizing Official: Joan Wessell, Executive Director

Signature of Authorizing Official: *Joan Wessell*

Date: 8/7/15

Contract Number: F-16-3

Eastern Connecticut Area Agency on Aging, Inc.  
(dba Senior Resources Agency on Aging)  
Services for Aging Consumers

This contract made this 1st day of October, 2015 by and between Eastern Connecticut Area Agency on Aging dba Senior Resources Agency on Aging, Inc. (hereafter called "Senior Resources") and the Colchester Senior Center, a corporation organized under the laws of the State of Connecticut, with a place of business at 95 Norwich Avenue Colchester, CT 06415 (hereinafter called "The Contractor").

**PART I PROGRAM SPECIFICS**

WHEREAS, Senior Resources has been designated under the State Plan of Connecticut as Senior Resources in Region III of Eastern Connecticut for the administration of federal, state and local matching funds to be used in the purchase of services to be provided by private and public agencies to eligible individuals under Title III of the Older American Act of 1965, as amended, and

WHEREAS, the Provider is an agency qualified to perform such services for individuals determined by Senior Resources and the Contractor to be eligible for such services;

NOW THEREFORE, in consideration of the foregoing and the mutual covenants, conditions and agreements herein contained the parties hereto do hereby agree as follows:

A. Effective Date

This agreement and the obligations of the parties hereunder shall become effective on the 1<sup>st</sup> day of October 2015, (Hereinafter called the "Commencement Date").

B. Program Period

The services (as herein defined) to be provided to eligible individuals in accordance with this Agreement shall be provided during a period beginning on the Commencement Date and ending on the 30<sup>th</sup> day of September 2016, (the said period being hereinafter called "Program Period"). This Agreement may be terminated in accordance with the terms of this Agreement.

C. Services to be Performed by the Contractor

The Contractor agrees that during the Program Period the Contractor will provide the following services to individuals determined to be eligible for such services:

Therapeutic Activity

Senior Resources shall purchase units of service up to, but not in excess of, the maximum number specified below for each Service at the Rate per Unit for such Service as determined by Senior Resources and the Contractor

Service	Maximum Number of Units	Rate Per Unit
Therapeutic Activity	3,500	\$4.19

The above listed services (hereinafter collectively called the "services") is more fully defined in the funded proposal, a copy of which is on file and is incorporated by reference herein.

**D. Determination of Eligibility**

The determination of each individual's eligibility for services is the responsibility of the Contractor in conformance with the criteria defined in the proposal and Policy Manual of Senior Resources.

**E. Client-Based Outcomes and Measures**

The Contractor shall implement the programs and services to result in the outcome(s) as proposed in the Contractor's application on behalf of Clients.

**F. Client Surveys**

1. At least once during each federal fiscal year of the contract period, the Contractor shall administer satisfaction surveys to Clients.
2. The Contractor shall send a copy of the satisfaction survey tool(s) to Senior Resources.
3. The Contractor shall report the survey results annually to Senior Resources

**G. Programmatic/Statistical Reporting.**

1. The Contractor is required to record and maintain acceptable data on Client characteristics and service activity. The Contractor shall submit to Senior Resources monthly statistical reports.
2. Monthly financial reports required by Senior Resources must be received on or before the 15th of the following month. Participation in the statewide Management Information System (MIS) is required. MIS monthly forms are due on or before the 15th of the following month. Senior Resources will reimburse based on current MIS statistics subject to the availability of funds.
3. A report evaluating the goals of the program and explaining the ongoing and completed activities of outreach to the chosen target populations is due on or before April 15th (mid-year) and on or before October 15th (year-end). The Contractor shall, in these reports, justify any variance of more than 20% between actual performance levels and targets.

The Contractor will submit required reports by the designated due dates. Senior Resources reserves the right to withhold payments for services performed under this contract if Senior Resources has not received acceptable progress reports, statistical reports, expenditure reports, refunds and/or audits as required by this agreement or previous agreements for similar or equivalent services the Contractor has entered into with Senior Resources.

H. Budget

The Contractor agrees to utilize Senior Resources funds in accordance with the budget herein. Total Program budget includes all funding sources. The Contractor shall not make any variances from this budget absent prior review and approval by Senior Resources.

- I. Financial Management - The Contractor agrees to implement and adhere to sound financial management practices of fund accounting and shall monitor their subcontractors to assure that the subcontractors adhere to financial guidelines as stringent as those required of itself. Funds under this contract will not be used to assist, promote or deter union organizing.

J. Financial Reporting.

1. Monthly Expenditure Report – The Contractor shall submit to Senior Resources monthly expenditure reports for each month of the contract period within 15 calendar days of the end of the month that is the subject of the report.
2. End of Federal Fiscal Year (FFY) Expenditure Report – The Contractor shall submit to Senior Resources end of the year expenditure reports reflecting the cumulative expenditures for each FFY during the contract period within 45 calendar days of the end of the each federal fiscal year of the contract period.
3. Failure to submit all required records by scheduled dates will result in financial penalties as follows:
  - a. Reports received up to 30 days late – Payment will be withheld until the action is corrected
  - b. Reports received 30 days to 59 days late – Payment will be withheld and recipients will be subject to corrective action
  - c. Reports received 60 days late to 89 days late – A 5% decrease in the total award will be imposed and recipients will be subject to probation
  - d. Reports received 90 days late to 119 days late – An additional 5% decrease in the total award will be imposed and recipients will be subject to suspension
  - e. Reports received more than 120 days late – Recipients will be subject to termination of award.
  - f. Reports which are received late three times during the award period will be subject to corrective action.

K. Other Reports

The Contractor further agrees to provide any other reports concerning contracted services which Senior Resources may reasonably require.

Required reports will be used for purposes including, but not limited to, determination of the Contractor's compliance with program performance standards, provision of cumulative reports and statistical information.

L. Technical Assistance

Senior Resources will make technical assistance available to the Contractor, limited to the extent requested by the Contractor and to the extent of the availability of Senior Resources, in implementing these reporting requirements.

M. Payments to Contractor

1. Senior Resources agrees to pay for the services provided and as described under this contract up to a maximum amount not to exceed \$14,665.00 for the entire contract period October 1, 2015 through September 30, 2016.
2. All payments under this contract shall be made to the Contractor subject to availability of funds. In order to receive payment, the Contractor shall submit to Senior Resources a request for payment on a financial report form designated by Senior Resources. Senior Resources shall review and approve such requests so long as the Contractor has provided Senior Resources with timely and accurate payment requests and monthly statistical reports supporting the request.
3. Audit Exceptions – In addition to and not in any way in limitation of any other obligation of this Contract, it is understood and agreed by the Contractor that it shall be held liable for any State or Federal audit exceptions and shall return to Senior Resources all payments made pursuant to this Contract to which exception has been taken or which have been disallowed because of such an exception.
4. Withholding of payments and imposing financial penalties – Senior Resources reserves the right to withhold payment for this contract if:
  - a. Senior Resources has not received, on a timely basis, acceptable financial reports, programmatic reports, MIS or audits as required for any and all contracts the Contractor has entered into with Senior Resources.
  - b. The Contractor uses funds and/or personnel for purposes other than described in the application, or defaults in any of the provisions of this Contract.
5. Senior Resources may impose a financial penalty on the Contractor if the Contractor fails to submit timely and accurate reports as specified in the Reporting section of this contract.
6. Unused funds are not carried over from one project year to the next.

N. Monitoring



The Contractor will be reviewed and evaluated for performance by the Senior Resources designee at least annually. Such reviews and evaluations may be performed by examination of documents and reports, by site visits or by a combination of both.

O. Mandatory Terms and Conditions

1. Identification of Funding Source

The Recipient will identify the source of funding for this project in all publicity, including all materials published about the project. The following sentence may be used for this purpose. "This program is supported by Senior Resources – Agency on Aging with Title III funds made available under the Older Americans Act."

2. Older Americans Act

The undersigned hereby agrees to comply with the Older Americans Act of 1965, as amended all requirements imposed by the applicable HHS regulations and all guidelines issued pursuant thereto.

As a condition of receipt of funds under this Act, each Contractor shall assure that they will:

- a. Provide Senior Resources, in a timely manner, statistical and other information which Senior Resources requires in order to meet its planning, coordination, evaluation and reporting requirements established by the State and/or Federal funding sources;
- b. Afford older persons the opportunity to contribute for all or part of the costs of the project's services. Not deny any older person a service because the older person will not or cannot contribute to the cost of the service;
- c. The Contractor is accountable to Senior Resources for income generated by Title III supported activities. Records of the receipt and disposition of program income must be maintained by the Contractor in the same manner as required for Title III funds that gave rise to the income. Such income is subject to disposition and use at the option of Senior Resources;
- d. Protect the privacy of each older person with respect to his or her contributions;
- e. Establish appropriate procedures to safeguard and account for all contributions;
- f. With the consent of the older person or his/her representative, bring to the attention of appropriate officials for follow-up, conditions or circumstances which place the older person or the household of the older person in imminent danger;
- g. Where feasible and appropriate, make arrangements for the availability of services to older persons in weather related emergencies;
- h. Assist participants in taking advantage of benefits under other programs;
- i. Assure that persons age 60 or over who are frail, homebound by reason of illness or incapacitating disability, or otherwise isolated, shall be given priority in the delivery of services; and

- j. Assure that the proposed project intends to satisfy the service needs of older persons with severe disabilities; those at risk of institutionalization; those living in rural areas; those that are 100% of federal poverty level or below; those at 101% - 149% of federal poverty level; those with Alzheimer’s disease and related disorders; minority and low income minority; and those with limited English proficiency.

P. Program Administration

1. Personnel – The Contractor agrees to develop and maintain policies relative to its personnel. Said personnel policies shall be maintained at the Contractor’s location in the Contractor’s files and be made available to Senior Resources as requested by Senior Resources, its representatives and its agents. The Contractor further agrees to submit a copy of its personnel policies to Senior Resources, if requested, within ten calendar days of receipt of such request.
2. Notification of Changes in Key Personnel – The Contractor shall immediately notify Senior Resources in writing whenever the Contractor intends to make or undergo changes in key personnel, i.e., Chief Executive Officer, Chief Financial Officer, program directors, program coordinators of Senior Resources funded programs, and officers and members of the Contractor’s Board of Directors. The Contractor shall also notify Senior Resources of changes in key program and service personnel of its Subcontractors as applicable to services funded under this Contract.
3. Transport of Clients – In the event that the Contractor or any of its employees or subcontractors shall, for any reason, transport a Client, the Contractor hereby agrees to the following:
  - a. The Contractor shall require that its employees, subcontracted transportation Contractors, drivers, and vehicles meet licensure or certification requirements established by the State of Connecticut Department of Transportation (DOT) and the State of Connecticut Department of Motor Vehicles (DMV) that transport, or have the potential to transport, Clients; and
  - b. All vehicles utilized shall be appropriately licensed, certified, permitted, and insured.

Q. Subcontracts – If the Contractor shall enter into a subcontract with the service providers whose identity, services to be rendered and costs shall be specified below:

Subcontracting Organization	Address	Description of Services	Performance Period	Payment Terms/Total Value

1. The Contractor must request and obtain prior written approval from Senior Resources before finalizing any subcontract arrangement.
2. Each request to approve a subcontract arrangement must: (1) identify the name and business address of the proposed subcontract; (2) describe the services to be performed by the subcontractor; (3) identify the performance period, the payment terms and total value of the subcontract; and (4) provide assurances to Senior Resources that the proposed subcontract contains the terms as specified in this contract.
3. Each and any subcontract must contain terms that shall require the subcontractor to adhere to the requirements, including but not limited to:
  - a. Client-Related Safeguards;
  - b. Federal Funds
  - c. Audit Requirements
  - d. Related Party Transactions
  - e. Suspension or Debarment
  - f. Independent Capacity of Contactor
  - g. Indemnification of the State and Senior Resources
  - h. Insurance
  - i. Compliance with Law and Policy
  - j. Facilities Standards and Licensing
  - k. Representations and Warranties
  - l. Record Keeping and Access
  - m. Protection of Personal Data
  - n. Litigation
  - o. Sovereign Immunity
  - p. Changes To The Contract
  - q. Termination, Cancellation and Expiration
  - r. Contractor Changes and Assignment; and
  - s. Statutory and Regulatory Compliance

The Contractor agrees to be responsible to Senior Resources for the performance of any subcontractor. The establishment of a subcontractor relationship shall not relieve the Contractor of any responsibility or liability under this contract. The Contractor shall bear full responsibility, without recourse to Senior Resources, for the subcontractor's performance.

The Contractor shall retain Senior Resources' written approval and each subcontract in the contract file.

Absent compliance with this section, no Contractor Party expense related to the use of a subcontractor will be paid or reimbursed by Senior Resources unless Senior Resources, in its sole discretion, waives compliance with the requirements of this section. In order to be effective, any waiver of the requirements of this section must be in writing and

signed by Senior Resources. Senior Resources, in its discretion, may limit or condition any waiver of these requirements as it deems appropriate, including, for example, by limiting the dollar amount or any waiver, requiring proof that the subcontractor provided services under the contract, by requiring that any federal requirements under any federal grant program are satisfied, and/or requiring proof that the Contractor utilize the funds paid under the contract to promptly pay the subcontractor for services rendered.

R. Procedure for Termination

1. Termination of an award is the permanent withdrawal of a recipient's authority to expend previously awarded funds and provide services on behalf of the Senior Resources.
2. Termination, in whole or in part, may occur at any time following the designated date for compliance in a suspension or on other grounds with the consent of both Senior Resources and the recipient, but must occur before the date of expiration of the award.
3. Senior Resources may terminate an award for cause when the recipient has materially failed to comply with the terms of the award and any other terms imposed as a result of the suspension.
4. Termination on other grounds by Senior Resources with the consent of the recipient requires agreement by the two parties regarding termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated.
5. Termination by the recipient will be upon written notification to Senior Resources, setting forth the reasons for such termination, the effective date and, in the case of partial termination, the portion to be terminated. If, in the case of partial termination, Senior Resources determines that the remaining portion of the award will not accomplish the purpose for which the award was made, Senior Resources may terminate the award in its entirety without a period of suspension.
6. When an award is terminated, the recipient will not incur new obligations for the terminated portion after the effective date and shall cancel as many outstanding obligations as possible. Senior Resources will allow full credit to the recipient for the federal share of the non-cancelable obligations properly incurred by the recipient prior to the termination.
7. Termination does not include
  - a. Withdrawal of funds awarded on the basis of the recipient's under estimation of the unexpended balance in a prior period.
  - b. Refusal by Senior Resources to extend a grant or award additional funds (such as refusal to make a competing or non-competing continuation, renewal, extension, or supplemental award);
  - c. Withdrawal of an unexpended balance as of the expiration of an award;
  - d. Annulment, i.e. voiding of an award upon determination that the award was obtained fraudulently or was otherwise illegal or involved from inception.

8. Reclamation - Senior Resources may reclaim, upon the expiration or termination of this Agreement, the cost of equipment which is in part or fully reimbursed by funds pursuant to this Agreement and which has a useful life of more than one (1) year and a cost in excess of one thousand (\$1,000.00) dollars.

## **PART II. TERMS AND CONDITIONS**

### **A. Client-Related Safeguards**

#### **1. Inspection of Work Performed**

Senior Resources or its authorized representative shall at all times have the right to enter into the Contractor or Contractor parties' premises, or such other places where duties under the Contract are being performed, to inspect, to monitor or to evaluate the work being performed in accordance with Conn. Gen. Stat. § 4e-29 to ensure compliance with this Contract. The Contractor and all subcontractors must provide all reasonable facilities and assistance to Senior Resources representatives. All inspections and evaluations shall be performed in such a manner as will not unduly delay work. The Contractor shall disclose information on clients as requested unless otherwise prohibited by federal or state law.

- 2.** The Contractor must incorporate this section verbatim into any Contract it enters into with any subcontractor providing services under this Contract.
- 3. Safeguarding Client Information –** Senior Resources and the Contractor shall safeguard the use, publication and disclosure of information on all applicants for and all clients who receive services under this Contract with all applicable federal and state law concerning confidentiality and as may be further provided under the Contract.
- 4. Reporting of Client Abuse or Neglect –** The Contractor shall comply with all reporting requirements relative to client abuse and neglect, including but not limited to requirements as specified in C.G.S. §§ 17a-101 through 103, 19a-216, 46b-120 (related to children); C.G.S. § 46a-11b (relative to persons with mental retardation); and C.G.S. § 17b-407 (relative to elderly persons).
- 5. Background Checks –** Senior Resources may require that the Contractor and Contractor Parties undergo criminal background checks as provided for in the State of Connecticut Department of Public Safety Administration and Operations Manual or such other State document as governs procedures for background checks. The Contractor and Contractor parties shall cooperate fully as necessary or reasonably requested with the State and its agents in connection with such background checks.

### **B. Contractor Obligations.**

- 1. Cost Standards –** The Contractor and Senior Resources shall comply with the Cost Standards issued by OPM, as may be amended from time to time. The Cost Standards are published by OPM on the Web at [http://ct.gov/opm/fin/cost\\_standards](http://ct.gov/opm/fin/cost_standards).
- 2. Credits and Rights in Data –** Unless expressly waived in writing by Senior Resources, all Records and publications intended for public distribution during or resulting from the performances of this Contract shall include a statement acknowledging the financial support of Senior Resources and, the federal government. All such publications shall be released in conformance with applicable federal and state law and all regulations regarding confidentiality. Any liability arising from such a release by the Contractor shall be the sole responsibility of the Contractor and the Contractor shall indemnify and hold harmless Senior Resources, unless Senior Resources or its agents co-authored

said publication and said release is done with the prior written approval of the Senior Resources Director. All publications shall contain the following statement: "This publication does not express the views of Senior Resources or the State of Connecticut. The views and opinions expressed are those of the authors." Neither the Contractor nor any of its agents shall copyright Data and information obtained under this Contract, unless expressly previously authorized in writing by Senior Resources. Senior Resources shall have the right to publish, duplicate, use and disclose all such data in any manner, and may authorize others to do so. Senior Resources may copyright any data without prior notice to the Contractor. The Contractor does not assume any responsibility for the use, publication or disclosure solely by Senior Resources of such data.

C. Federal Funds

1. The Contractor shall comply with requirements relating to the receipt or use of federal funds. Senior Resources shall specify all such requirements in Part I of this Contract.
2. The Contractor acknowledges that Senior Resources has established a policy, as mandated by section 6032 of the Deficit Reduction Act (DRA) of 2005, P.L. 109-171, that provides detailed information about the Federal False Claims Act, 31 U.S.C. §§ 3729-3733, and other laws supporting the detection and prevention of fraud and abuse.
3. Contractor acknowledges that it has received a copy of said policy and shall comply with its terms, as amended, and with all applicable state and federal laws, regulations and rules. Contractor shall provide said policy to subcontractors and shall require compliance with the terms of the policy. Failure to abide by the terms of the policy, as determined by Senior Resources, shall constitute a breach of this Contract and may result in cancellation or termination of this Contract.
4. This section applies if, under this Contract, the Contractor or Contractor parties furnishes, or otherwise authorizes the furnishing of health care items or services, performs billing or coding functions, or is involved in monitoring of health care provided by Senior Resources.
  - a. Contractor represents that it is not excluded, debarred, suspended or otherwise ineligible to participate in federal health care programs.
  - b. Contractor shall not, for purposes of performing the Contract with Senior Resources, knowingly employ or contract with, with or without compensation:
    - i any individual or entity listed by a federal agency as excluded, debarred, suspended or otherwise ineligible to participate in federal health care programs; or
    - ii any person or entity who is excluded from contracting with the State of Connecticut or the federal government (as reflected in the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, Department of Health and Human Services, Office of Inspector General (HHS/OIG) Excluded Parties list and the Office of Foreign

Assets Control (OFAC) list of Specially Designated Nationals and Blocked Persons List). Contractor shall immediately notify Senior Resources should it become subject to an investigation or inquiry involving items or services reimbursable under a federal health care program or be listed as ineligible for participation in or to perform Services in connection with such program. Senior Resources may cancel or terminate this Contract immediately if at any point the Contractor, subcontractor or any of their employees are sanctioned, suspended, excluded from or otherwise become ineligible to participate in federal health care programs.

D. Audit Requirements

1. The State Auditors of Public Accounts shall have access to all Records for the fiscal year(s) in which the award was made. The Contractor shall provide for an annual financial audit acceptable to Senior Resources for any expenditure of state-awarded funds made by the Contractor. Such audit shall include management letters and audit recommendations. The Contractor shall comply with federal and state single audit standards as applicable.
2. The Contractor shall make all of its and the Contractor parties' records available at all reasonable hours for audit and inspection by the State, including, but not limited to, Senior Resources, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents. Requests for any audit or inspection shall be in writing, at least ten (10) days prior to the requested date. All audits and inspections shall be at the requester's expense. The State and Senior Resources may request an audit or inspection at any time during the Contract term and for three (3) years after termination, cancellation or expiration of the Contract. The Contractor shall cooperate fully with the State, Senior Resources and its agents in connection with an audit or inspection. Following any audit or inspection, the State or Senior Resources may conduct and the Contractor shall cooperate with an exit conference.
3. For purposes of this subsection as it relates to State grants, the word "Contractor" shall be read to mean "nonstate entity," as that term is defined in C.G.S. § 4-230.
4. The Contractor must incorporate this section verbatim into any Contract it enters into with any subcontractor providing services under this Contract.

E. Related Party Transactions

The Contractor shall report all related party transactions, as defined in this section, to Senior Resources on an annual basis in the appropriate fiscal report as specified in Part I of this Contract. "Related party" means a person or organization related through marriage, ability to control, ownership, family or business association. Past exercise of influence or control need not be shown, only the potential or ability to directly or indirectly exercise influence or control. "Related party transactions" between a Contractor or Contractor Party and a related party include, but are not limited to:



1. Real estate sales or leases;
2. Leases for equipment, vehicles or household furnishings;
3. Mortgages, loans and working capital loans; and
4. Contracts for management, consultant and professional services as well as for materials, supplies and other services purchased by the Contractor or Contractor party.

F. Suspension or Debarment.

The Contractor certifies for itself and Contractor parties involved in the administration of federal or state funds that they:

1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any governmental agency (federal, state or local);
2. within a three year period preceding the effective date of this Contract, have not been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; for violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the above offenses; and
4. Have not within a three year period preceding the effective date of this Contract had one or more public transactions terminated for cause or fault.

Any change in the above status shall be immediately reported to Senior Resources.

G. Liaison – Each party shall designate a liaison to facilitate a cooperative working relationship between the Contractor and Senior Resources in the performance and administration of this Contract.

H. Independent Capacity of Contractor – The Contractor and Contractor parties shall act in an independent capacity and not as officers or employees of the state of Connecticut or of Senior Resources

I. Indemnification.

The Contractor shall indemnify, defend and hold harmless the state of Connecticut, Senior Resources and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all:

1. claims arising directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively the “Acts”) of the Contractor or Contractor parties; and

2. liabilities, damages, losses, costs and expenses, including but not limited to attorneys' and other professionals' fees, arising, directly or indirectly, in connection with claims, acts or the Contract. The Contractor shall use counsel reasonably acceptable to the State and Senior Resources in carrying out its indemnification and hold-harmless obligations under this Contract. The Contractor's obligations under this section to indemnify, defend and hold harmless against claims includes claims concerning confidentiality of any part of or all of the bid or any records, and intellectual property rights, other propriety rights of any person or entity, copyrighted or uncopied compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the performance of the Contract.
3. The Contractor shall reimburse the State for any and all damages to the real or personal property of the State or Senior Resources caused by the Acts of the Contractor or any Contractor Parties. The State or Senior Resources shall give the Contractor reasonable notice of any such claims.
4. The Contractor's duties under this Section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the acts giving rise to the claims and/or where the State or Senior Resources is alleged or is found to have contributed to the acts giving rise to the claims.
5. The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any sections survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall name the State or Senior Resources as an additional insured on the policy and shall provide a copy of the policy to Senior Resources prior to the effective date of the Contract. The Contractor shall not begin performance until the delivery of the policy to Senior Resources.
6. The rights provided in this section for the benefit of the State or Senior Resources shall encompass the recovery of attorneys' and other professionals' fees expended in pursuing a claim against a third party.
7. This section shall survive the termination, cancellation or expiration of the Contract, and shall not be limited by reason of any insurance coverage.

J. Insurance

Before commencing performance, Senior Resources may require the Contractor to obtain and maintain specified insurance coverage. In the absence of specific Agency requirements, the Contractor shall obtain and maintain the following insurance coverage at its own cost and expense for the duration of the Contract:

1. Commercial General Liability. \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall include Premises and Operations, Independent Contractors, Products and Completed Operations, Contractual Liability, and Broad Form Property Damage coverage. If a general aggregate is used, the general aggregate limit shall apply separately to the services to be performed under this Contract or the general aggregate limit shall be twice the occurrence limit;
  2. Automobile Liability. \$1,000,000 combined single limit per accident for bodily injury. Coverage extends to owned, hired and non-owned automobiles. If the vendor/contractor does not own an automobile, but one is used in the execution of this Contract, then only hired and non-owned coverage is required. If a vehicle is not used in the execution of this Contract then automobile coverage is not required.
  3. Professional Liability. \$1,000,000 limit of liability, if applicable; and/or
  4. Workers' Compensation and Employers Liability. Statutory coverage in compliance with the Compensation laws of the State of Connecticut. Coverage shall include Employer's Liability with minimum limits of \$100,000 each accident, \$500,000 Disease – Policy limit, \$100,000 each employee.
- K. Compliance with Law and Policy, Facility Standards and Licensing. Contractor shall comply with all:
1. Pertinent local, state and federal laws and regulations as well as Agency policies and procedures applicable to contractor's programs as specified in this Contract. Senior Resources shall notify the Contractor of any applicable new or revised laws, regulations, policies or procedures which Senior Resources has responsibility to promulgate or enforce; and
  2. Applicable local, state and federal licensing, zoning, building, health, fire and safety regulations or ordinances, as well as standards and criteria of pertinent state and federal authorities. Unless otherwise provided by law, the Contractor is not relieved of compliance while formally contesting the authority to require such standards, regulations, statutes, ordinance or criteria.
- L. Representations and Warranties. Contractor shall:
1. Perform fully under the Contract;
  2. Pay for and/or secure all permits, licenses and fees and give all required or appropriate notices with respect to the provision of Services as described in Part I of this Contract; and
  3. Adhere to all contractual sections ensuring the confidentiality of all Records that the Contractor has access to and are exempt from disclosure under the State's Freedom of Information Act or other applicable law.

M. Record Keeping and Access

The Contractor shall maintain books, records, documents, program and individual service records and other evidence of its accounting and billing procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature incurred in the performance of this Contract. These Records shall be subject at all reasonable times to monitoring, inspection, review or audit by authorized employees or agents of the State or Senior Resources or, where applicable, federal agencies. The Contractor shall retain all such Records concerning this Contract for a period of three (3) years after the completion and submission to Senior Resources of the Contractor's annual financial audit.

The Contractor shall keep all funds received from Senior Resources pursuant to this Agreement in an identified bookkeeping account and shall use the funds solely for the purposes set forth in this Agreement.

N. Protection of Personal Information.

1. Contractor and Contractor parties, at their own expense, have a duty to and shall protect from a personal information breach any and all personal information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.

<http://www.ct.gov/doit/cwp/view.asp?a=1245&q=253968><http://www.ct.gov/doit/cwp/view.asp?a=1245&q=253968>

2. Each Contractor or Contractor party shall implement and maintain a comprehensive data security program for the protection of personal information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of personal information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the Senior Resources or State concerning the confidentiality of personal information. Such data-security program shall include, but not be limited to, the following:
  - a. A security policy for employees related to the storage, access and transportation of data containing Personal Information;
  - b. Reasonable restrictions on access to records containing Personal Information, including access to any locked storage where such records are kept;
  - c. A process for reviewing policies and security measures at least annually;
  - d. Creating secure access controls to personal information, including but not limited to passwords; and
  - e. Encrypting of personal information that is stored on laptops, portable devices or being transmitted electronically.

3. The Contractor and Contractor parties shall notify Senior Resources, the State Department on Aging and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any personal information which Contractor or Contractor parties possess or control has been subject to a personal information breach. If a personal information breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the State Department on Aging and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the personal information breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the personal information breach. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from Senior Resources, the State Department on Aging, any State of Connecticut entity or any affected individuals.
4. The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor party to safeguard personal information in the same manner as provided for in this Section.
5. Nothing in this Section shall supersede in any manner Contractor's or Contractor party's obligations pursuant to HIPAA or the provisions of this Contract concerning the obligations of the Contractor as a Business Associate of Senior Resources.

O. Litigation

1. The Contractor shall require that all Contractor parties, as appropriate, disclose to the Contractor, to the best of their knowledge, any claims involving the Contractor parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to perform fully under the Contract, no later than ten (10) days after becoming aware or after they should have become aware of any such claims. Disclosure shall be in writing.
2. The Contractor shall provide written notice to Senior Resources of any final decision by any tribunal or state or federal agency or court which is adverse to the Contractor or which results in a settlement, compromise or claim or agreement of any kind for any action or proceeding brought against the Contractor or its employee or agent under the Americans with Disabilities Act of 1990 as revised or amended from time to time, Executive Orders Nos. 3 & 17 of Governor Thomas J. Meskill and any other requirements of federal or state law concerning equal employment opportunities or

nondiscriminatory practices.

P. Sovereign Immunity.

The Contractor and Contractor parties acknowledge and agree that nothing in the Contract, or the solicitation leading up to the Contract, shall be construed as a modification, compromise or waiver by Senior Resources of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to Senior Resources or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Contract. To the extent that this Section conflicts with any other Section, this Section shall govern.

Q. Contractor Changes and Assignment

The Contractor shall notify Senior Resources in writing:

1. at least ninety (90) days prior to the effective date of any fundamental changes in the Contractor's corporate status, including merger, acquisition, transfer of assets, and any change in fiduciary responsibility;
2. no later than ten (10) days from the effective date of any change in:
  - a. its certificate of incorporation or other organizational document;
  - b. more than a controlling interest in the ownership of the Contractor; or
  - c. the individual(s) in charge of the performance.
3. No such change shall relieve the Contractor of any responsibility for the accuracy and completeness of the performance. Senior Resources, after receiving written Notice from the Contractor of any such change, may require such contracts, releases and other instruments evidencing, to Senior Resources' satisfaction, that any individuals retiring or otherwise separating from the Contractor have been compensated in full or that allowance has been made for compensation in full, for all work performed under terms of the Contract. The Contractor shall deliver such documents to Senior Resources in accordance with the terms of Senior Resources' written request. Senior Resources may also require, and the Contractor shall deliver, a financial statement showing that solvency of the Contractor is maintained. The death of any Contractor party, as applicable, shall not release the Contractor from the obligation to perform under the Contract; the surviving Contractor parties, as appropriate, must continue to perform under the Contract until performance is fully completed.

R. Statutory And Regulatory Compliance

1. Rehabilitation Act Of 1973

The Contractor will comply with section 504 of the Rehabilitation Act of 1973, as amended, (29 U.S.C. 794) all requirements imposed by the applicable Health and Human Services regulation (45 C.F.R. Part 84) and all guidelines and interpretations issued.

2. Americans With Disabilities Act Of 1990.

The Contractor will comply with the terms of the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12101-12189 and §§ 12201-12213) (Supp. 1993); 47 USCS §§ 225, 611 (Supp. 1993). During the term of the Contract, the Contractor represents that it is familiar with the terms of this Act and that it is in compliance with the law. As applicable, the Contractor agrees to abide by provisions of § 504 of the Federal Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794 (Supp. 1993), regarding access to programs and facilities by people with disabilities.

3. Certification Of A Drug Free Workplace

The Contractor will comply with the Drug-Free Workplace Act of 1988 in matters relating to providing a drug-free work place. The Contractor will:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations of such prohibition;
- b. Establish a Drug-Free Awareness Program to inform employees about all of the following:
  - i The dangers of drug abuse in the work place.
  - ii The person's or organization's policy of maintaining a drug-free workplace,
  - iii Any availability of counseling, rehabilitation and employee assistance programs, and
  - iv Penalties that may be imposed upon employees for drug abuse violations.
  - v Provide that every employee who works on the proposed contract or grant:
    - a) Will receive a copy of the company's drug-free policy statement, and
    - b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.
    - c)

S. Non-Discrimination Regarding Sexual Orientation

The Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United State or of the State of Connecticut. The Contractor also agrees to the following:

1. Employees are treated, when employed, without regard to their sexual orientation;
2. A notice stating the above will be posted in conspicuous places available to employees and applicants.
3. To comply with the Connecticut General Statutes 46a-56.

T. Priority Hiring

Subject to the Contractor's exclusive right to determine the qualifications for all employment positions, the Contractor shall give priority to hiring welfare recipients who are subject to time-limited welfare and must find employment. The Contractor and Senior

Resources shall work cooperatively to determine the number and types of positions to which this section shall apply.

U. Whistleblowing

This Agreement is subject to the provisions of § 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the Contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this Agreement. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state Contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state Contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

V. Campaign Contribution Restrictions

The Contractor will comply with Public Act 07-1, An Act Concerning the State Contractor Contribution Ban and Gifts to State and Quasi-Public Agencies.

For all State contracts as defined in P.A. 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice.

W. Non-Smoking

If the Contractor is an employer subject to the provisions of § 31-40q of the Connecticut General Statutes, the Contractor agrees to provide upon request a copy of its written rules concerning smoking.

X. Executive Orders

1. Executive Order No. 3: Nondiscrimination. This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971, and, as such, this Contract may be canceled, terminated or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order No. 3 or any state or federal law concerning nondiscrimination, notwithstanding that the



Labor Commissioner is not a party to this Contract. The parties to this Contract, as part of the consideration hereof, agree that said Executive Order No. 3 is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to Contract performance in regard to nondiscrimination, until the Contract is completed or terminated prior to completion. The Contractor agrees, as part consideration hereof, that this Contract is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. 3 and that the Contractor will not discriminate in employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner.

2. Executive Order No. 16: Violence in the Workplace Prevention Policy. This Contract is subject to provisions of Executive Order No. 16 of Governor John J. Rowland promulgated August 4, 1999, and, as such, this Contract may be cancelled, terminated or suspended by the Contracting agency or the State for violation of or noncompliance with said Executive Order No. 16. The parties to this Contract, as part of the consideration hereof, agree that:
  - a. Contractor shall prohibit employees from bringing into the work site, except as may be required as a condition of employment, any weapon/dangerous instrument defined in Section ii to follow;
    - i Weapon means any firearm, including a BB gun, whether loaded or unloaded, any knife (excluding a small pen or pocket knife), including a switchblade or other knife having an automatic spring release device, a stiletto, any police baton or nightstick or any martial arts weapon or electronic defense weapon.
    - ii Dangerous instrument means any instrument, article or substance that, under the circumstances, is capable of causing death or serious physical injury;
  - b. Contractor shall prohibit employees from attempting to use, or threaten to use, any such weapon or dangerous instrument in the work site and employees shall be prohibited from causing, or threatening to cause, physical injury or death to any individual in the site;
  - c. Contractor shall adopt the above prohibitions as work rules, violation of which shall subject the employee to disciplinary action up to and including discharge.
  - d. The Contractor shall require that all employees are aware of such work rules;
  - e. Contractor agrees that any subcontract it enters into in the furtherance of the work to be performed hereunder shall contain the provisions a through d, above.
3. Executive Order No. 17: Connecticut State Employment Service Listings. This Contract is subject to provisions of Executive Order No. 17 of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such, this Contract may be canceled, terminated or suspended by the Contracting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order Number 17,

notwithstanding that the Labor Commissioner may not be a party to this Contract. The parties to this Contract, as part of the consideration hereof, agree that Executive Order No. 17 is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the Contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to Contract performance in regard to listing all employment openings with the Connecticut State Employment Service.

4. Executive Order No. 7C: Contracting Standards Board. This Contract is subject to provisions of Executive Order No. 7C of Governor M. Jodi Rell, promulgated on July 13, 2006. The Parties to this Contract, as part of the consideration hereof, agree that:
  - a. The State Contracting Standards Board ("Board") may review this Contract and recommend to the state contracting agency termination of this Contract for cause. The State Contracting agency shall consider the recommendations and act as required or permitted in accordance with the Contract and applicable law. The Board shall provide the results of its review, together with its recommendations, to the state Contracting agency and any other affected party in accordance with the notice provisions in the Contract not later than fifteen (15) days after the Board finalizes its recommendation. For the purposes of this Section, "for cause" means: (A) a violation of the State Ethics Code (Chap. 10 of the general statutes) or section 4a-100 of the general statutes or (B) wanton or reckless disregard of any state Contracting and procurement process by any person substantially involved in such Contract or state Contracting agency.
  - b. For purposes of this Section, "Contract" shall not include real property transactions involving less than a fee, simple interest, or financial assistance comprised of state or federal funds, the form of which may include but is not limited to grants, loans, loan guarantees, and participation interests in loans, equity investments and tax credit programs. Notwithstanding the foregoing, the Board shall not have any authority to recommend the termination of a Contract for the sale or purchase of a fee simple interest in real property following transfer of title.
  - c. Notwithstanding the Contract value listed in sections 4-250 and 4-252 of the Conn. Gen. Stat. and section 8 of Executive Order Number 1, all State Contracts between state agencies and private entities with a value of \$50,000 (fifty thousand dollars) or more in a calendar or fiscal year shall comply with the gift and campaign contribution certification requirements of section 4-252 of the Conn. Gen. Stat. and section 8 of Executive Order Number 1. For purposes of this section, the term "certification" shall include the campaign contribution and annual gift affidavits required by section 8 of Executive Order Number 1.
5. Executive Order No. 14: Procurement of cleaning products and services. This Agreement is subject to the provisions of Executive Order No. 14 of Governor M. Jodi Rell promulgated April 17, 2006. Pursuant to this Executive Order, the contractor shall use cleaning and/or sanitizing products having properties that minimize potential

impacts on human health and the environment, consistent with maintaining clean and sanitary facilities.

Y. Assignment.

1. The Contractor shall not assign any of its rights or obligations under the Contract, voluntarily or otherwise, in any manner without the prior written consent of Senior Resources.
2. The Contractor shall comply with requests for documentation deemed to be appropriate by Senior Resources in considering whether to consent to such assignment.
3. Senior Resources shall notify the Contractor of its decision no later than forty-five (45) Days from the date Senior Resources receives all requested documentation.
4. Senior Resources may void any assignment made without Senior Resources' consent and deem such assignment to be in violation of this Section and to be in breach of the contract. Any cancellation of this Contract by Senior Resources for a breach shall be without prejudice to Senior Resources' or the State's rights or possible claims against the Contractor.

Z. Conditions on Performance of Services

The services to be performed by the Contractor shall be performed in accordance with this Agreement. The Contractor further agrees to provide services related to the Area Plan of Senior Resources and the goals and objectives set forth therein, with the Contractor's Proposal with Title III of the Older Americans Act of 1965, as amended and all regulations promulgated hereunder including, but not limited to, those applicable regulations set out in 45 CFR Part 74 and with all applicable federal and state laws, regulations, orders and guidelines governing the performance of the services hereunder, including, but not limited to, the Policy Manual of Senior Resources. The Contractor further agrees it has read the foregoing specified regulations.

AA. Miscellaneous

1. The Contractor shall not knowingly employ, compensate or arrange to compensate any employee of Senior Resources Agency on Aging during the term of this Agreement without the prior consent of Senior Resources Agency on Aging.
2. Senior Resources Agency on Aging assumes no liability for the actions of the Contractor under this Agreement. Senior Resources Agency on Aging and Contractor intend to create by this agreement the relationship of independent contractor and not an employer and employee or principal and agent relationship. Neither the Contractor and its employees, nor Senior Resources Agency on Aging and its employees, are to be considered employees of or agents of the other party to this agreement.
3. This Agreement is subject to the availability of state and federal funds.

4. The Contractor agrees to administer this Agreement in accordance with regulations, policies and procedures prescribed by federal, state and/or Senior Resources Agency on Aging guidelines.
5. Unless otherwise specified herein, any notice, approval, request or demand hereunder from either party to the other shall be in writing and shall be deemed to have been given when either delivered personally or deposited in a United States mail box in a postage prepaid envelope addressed to the other.
6. Waiver by either party of any non-compliance shall not constitute a waiver of any subsequent non-compliance.
7. This Agreement constitutes the entire agreement and understanding between parties and supersedes all prior agreements and understandings relating hereto.
8. Excusable causes of Non-Performance. In the event that the Contractor is rendered unable wholly or in part by a Force Majeure as defined herein to carry out its obligation under this agreement, it is agreed that on notice to Senior Resources Agency on Aging setting forth the particulars of such Force Majeure, in writing the obligation of the Contractor to the extent affected by such Force Majeure shall be suspended during the continuance of any inability so caused, but for no longer period and such cause shall as far as possible be remedied with all reasonable dispatch. The term Force Majeure as employed herein shall mean acts of God, riots, embargoes, wars, blockades, insurrections, strikes and work stoppages, fires, snow, ice, floods, wind, governmental orders or regulations, accidents and other contingencies beyond the reasonable control of the Contractor and which by the exercise of due diligence the Contractor is unable to prevent or overcome.

**BB. Prohibited Interest**

The Contractor warrants that no state or federal funds have been paid or will be paid by or on behalf of the Contractor to contract with or retain any company or person, other than bona fide employees working solely for the Contractor, to influence or attempt to influence any officer or employee of Senior Resources or any state or federal agency in connection with the awarding, extension, continuation, renewal, amendment, or modification of this agreement, or to pay or agree to pay any company or person, other than bona fide employees working solely for the Contractor, any fee, commission, percentage, brokerage fee, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

**CC. Non-Discrimination**

The following subsections are set forth here as required by section 4a-60 of the Connecticut General Statutes:

1. The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national

origin, ancestry, sex, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut. The Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved;

2. the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission;
3. the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;
4. the Contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e and 46a-68f;
5. the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this section and section 46a-56.
  - a. If the Contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.
  - b. "Minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons:
    - i Who are active in the daily affairs of the enterprise,
    - ii who have the power to direct the management and policies of the enterprise and
    - iii who are members of a minority, as such term is defined in subsection (a) of section 32-9n; and
  - c. "Good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted

efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

- d. Determination of the Contractor's good faith efforts shall include but shall not be limited to the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- e. The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.
- f. The Contractor shall include the provisions of sections (a) and (b) above in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the Contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.
- g. The following subsections are set forth here as required by section 4a-60a of the Connecticut General Statutes:
  - i the Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation;
  - ii the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;
  - iii the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56; and

- iv the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this section and section 46a-56.
- h. The Contractor shall include the provisions of section (g) above in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the Contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.
- i. For the purposes of this entire Non-Discrimination section, "Contract" or "contract" includes any extension or modification of the Contract or contract, "Contractor" or "contractor" includes any successors or assigns of the Contractor or contractor, "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced, and "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders. For the purposes of this section, "Contract" does not include a contract where each contractor is
  - i a political subdivision of the state, including, but not limited to, a municipality,
  - ii a quasi-public agency, as defined in C.G.S. § 1-120,
  - iii any other state, including but not limited to any federally recognized Indian tribal governments, as defined in C.G.S. § 1-267,
  - iv the federal government,
  - v a foreign government, or
  - vi an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

DD. Health Insurance Portability and Accountability Act of 1996.

1. If the Contractor is a Business Associate under the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as noted in this Contract, the Contractor must comply with all current terms and conditions regarding

HIPAA compliance. If the Contractor is not a Business Associate under HIPAA, this Section of the Contract does not apply to the Contractor for this Contract.

EE. Emergency Preparedness

The Contractor will have in place an Emergency Preparedness plan that shall include provisions for services covered by this Agreement. A copy of this plan shall be made available to Senior Resources upon request. Advising the status of an emergency to Senior Resources when it occurs.

FF. Acceptance Of Award

An applicant offered a contract may accept or reject the offer within 45 calendar days of the date of issuance by returning this signed document or by rejecting the award in writing. If no correspondence indicating an acceptance or rejection is received within the 45 calendar day period, Senior Resources will consider the offer rescinded on the 46th day and will so notify the applicant in writing.

Non-compliance of any one or more of the above conditions may serve as justification for suspension or termination of financial support of the project by senior resources.

Senior Resources reserves the right to revise the funding amount downward at the end of the first six months if it is determined that the program is under spending and is projected to end the year with a balance.

This Agreement is to be construed in accordance with the laws of the State of Connecticut and is binding upon and inures to the benefit of the parties and their respective successors and assigns.

This certifies that the accepting agency understands that it must administer this Agreement in compliance with all rules and regulations of the U. S. Department of Health and Human Services, the Connecticut Department of Social Services as well as Senior Resources Agency on Aging, Inc.

This further certifies that the accepting agency understands that no alterations of the terms specified in this document or within the Title III application as approved may be made without the prior approval of Senior Resources Agency on Aging, Inc.



IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

Senior Resources Agency on Aging

Colchester Senior Center

Name of Contractor

  
Signature of Authorizing Officer

Signature of Authorizing Officer

Executive Director

Title

Title

  
Date of Signature

Date of Signature

## **MASTER CONSULTING SERVICES AGREEMENT**

THIS AGREEMENT IS ENTERED INTO EFFECTIVE AS OF **SEPTEMBER 1, 2015** BY JLN ASSOCIATES, LLC ("JLN") AND TOWN OF COLCHESTER CT ("CLIENT").

### **ARTICLE 1 SCOPE**

CLIENT DESIRES JLN TO PERFORM CERTAIN ENGINEERING, TECHNICAL AND RELATED SERVICES AS MAY BE REQUESTED FROM CLIENT FROM TIME TO TIME (THE "SERVICES"). CLIENT SHALL REQUEST SERVICES BY ISSUING TO JLN A WRITTEN REQUEST FOR SERVICES WHICH SHALL DESCRIBE THE SERVICES TO BE PERFORMED AND MAKE REFERENCE TO THIS AGREEMENT. A SAMPLE REQUEST FOR SERVICES IS ATTACHED HERETO AS ATTACHMENT A. NO REQUEST FOR SERVICES SHALL BE BINDING UNLESS ACCEPTED IN WRITING BY JLN. EACH REQUEST FOR SERVICES ISSUED HEREUNDER BY CLIENT AND ACCEPTED BY JLN SHALL BE GOVERNED BY THE PROVISIONS OF THIS AGREEMENT.

### **ARTICLE 2 COMPENSATION**

FOR PERFORMANCE OF THE SERVICES, CLIENT SHALL PAY JLN THE COMPENSATION SPECIFIED IN EACH REQUEST FOR SERVICES. THIS COMPENSATION SHALL BE BILLED TO CLIENT AT MONTHLY INTERVALS AND SHALL BE DUE AND PAYABLE UPON RECEIPT OF THE BILL. **THE MAXIMUM BILLABLE FOR SERVICES RENDERED UNDER THIS AGREEMENT IS \$13,000.** IF FOR ANY REASON CLIENT FAILS TO PAY JLN IN FULL WITHIN 30 DAYS FROM THE DATE OF A BILL, CLIENT SHALL PAY JLN A LATE PAYMENT CHARGE EACH MONTH EQUAL TO 1% OF ANY UNPAID BALANCE OR THE HIGHEST RATE PERMITTED BY LAW, WHICHEVER IS THE LESSER. IF CLIENT FAILS TO PAY JLN IN FULL WITHIN 60 DAYS FROM RECEIPT OF A BILL, JLN MAY SUSPEND ITS PERFORMANCE OF THE SERVICES UNTIL ALL OUTSTANDING BILLS HAVE BEEN PAID IN FULL BY CLIENT.

### **ARTICLE 3 REPRESENTATIVES**

JLN WILL FUNCTION IN COOPERATION WITH AND SUBJECT ALWAYS TO THE DIRECTION AND CONTROL OF CLIENT'S AUTHORIZED OFFICERS OR REPRESENTATIVES DESIGNATED IN THE APPLICABLE REQUEST FOR SERVICES. JLN SHALL ALSO DESIGNATE A REPRESENTATIVE IN EACH REQUEST FOR SERVICES. JLN WILL APPLY AND OBTAIN ALL STATE AND LOCAL PERMITS AT THE DIRECTION OF THE CLIENT.

### **ARTICLE 4 RECORDS**

FOR A PERIOD OF ONE (1) YEAR AFTER COMPLETION OF THE APPLICABLE SERVICES, JLN WILL, IF REQUESTED BY CLIENT, PROVIDE NECESSARY SUPPORTING RECORDS FOR AUDIT PURPOSES.

### **ARTICLE 5 CONFIDENTIALITY**

IF EITHER PARTY DISCLOSES INFORMATION WHICH IS CLEARLY IDENTIFIED AS PROPRIETARY OR CONFIDENTIAL IN WRITING, THE PARTY RECEIVING SUCH INFORMATION SHALL KEEP IT IN CONFIDENCE AND SHALL NOT FURNISH OR OTHERWISE DISCLOSE IT TO ANY THIRD PARTY DURING OR AFTER COMPLETION OF THE SERVICES. NEITHER PARTY SHALL BE OBLIGATED TO MAINTAIN THE CONFIDENTIALITY OF SUCH INFORMATION IF:

- (I) THE INFORMATION IS INDEPENDENTLY DEVELOPED BY THE RECEIVING PARTY WITHOUT THE UTILIZATION OF THE CONFIDENTIAL OR PROPRIETARY INFORMATION;
- (II) THE INFORMATION IS OR BECOMES PUBLIC KNOWLEDGE WITHOUT THE FAULT OF THE RECEIVING PARTY;

1/21/2015

- (III) THE INFORMATION IS OR BECOMES AVAILABLE TO THE RECEIVING PARTY FROM ANOTHER SOURCE WITHOUT ANY LEGAL OBLIGATION TO PROTECT SUCH INFORMATION; OR
- (IV) THE INFORMATION IS DISCLOSED PURSUANT TO A GOVERNMENTAL OR LEGAL REQUIREMENT.

**ARTICLE 6 TERMINATION**

CLIENT MAY TERMINATE THIS AGREEMENT AND/OR ANY REQUEST FOR SERVICES BY GIVING 30 DAYS' PRIOR WRITTEN NOTICE TO JLN, BUT SUCH TERMINATION SHALL NOT RELIEVE CLIENT OF ITS OBLIGATION TO PAY JLN FOR EXPENSES INCURRED AND SERVICES PERFORMED UP TO THE DATE OF TERMINATION AND ALL REASONABLE EXPENSES WHICH JLN INCURS BY REASON OF SUCH TERMINATION.

**ARTICLE 7 WARRANTY**

JLN WARRANTS THAT ITS SERVICES ARE PERFORMED, WITHIN THE LIMITS PRESCRIBED BY CLIENT, WITH PROFESSIONAL THOROUGHNESS AND COMPETENCE. THERE IS NO OTHER WARRANTY OR REPRESENTATION, WHETHER STATUTORY, EXPRESSED OR IMPLIED. THE SOLE LIABILITY OF JLN RELATING TO THE SERVICES SHALL BE LIMITED TO REPERFORMING AT JLN' EXPENSE ANY SERVICES PERFORMED BY JLN WHICH HAVE FAILED TO MEET THE ABOVE WARRANTY, IF SUCH FAILURE IS PROMPTLY REPORTED TO JLN NOT LATER THAN 365 DAYS FOLLOWING COMPLETION OF THE APPLICABLE SERVICES. THE FOREGOING REMEDY SHALL BE CLIENT'S SOLE REMEDY FOR ANY FAILURE OF JLN TO COMPLY WITH ITS WARRANTY OBLIGATIONS.

**ARTICLE 8 LIMITATION OF LIABILITY**

JLN' TOTAL CUMULATIVE LIABILITY FOR CLAIMS OF ANY KIND WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), UNDER ANY WARRANTY OR OTHERWISE, FOR ANY LOSS OR DAMAGE RELATING TO THIS AGREEMENT OR THE PERFORMANCE OF THE SERVICES, SHALL IN NO CASE EXCEED THE COMPENSATION PAID TO JLN PURSUANT TO THE APPLICABLE REQUEST FOR SERVICES, AND CLIENT HEREBY RELEASES JLN FROM ANY LIABILITY IN EXCESS OF SUCH AMOUNT. THIS MONETARY LIMITATION SHALL SURVIVE THE FAILURE OF ANY EXCLUSIVE REMEDY.

JLN SHALL NOT BE LIABLE, WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), UNDER ANY WARRANTY OR OTHERWISE RELATING TO THE SERVICES OR THIS AGREEMENT, FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL OR INCIDENTAL LOSS OR DAMAGE, ANY DAMAGE TO OR LOSS OF ANY PROPERTY OR EQUIPMENT, OR ANY LOSS OF USE OF PROPERTY OR EQUIPMENT, AND CLIENT HEREBY RELEASES JLN FROM ANY LIABILITY FOR ALL SUCH LOSSES AND DAMAGES.

ALL OF THE PROVISIONS OF THIS ARTICLE 8 AND OF ALL OTHER ARTICLES OF THIS AGREEMENT PROVIDING FOR LIMITATION OF OR PROTECTION AGAINST LIABILITY OF JLN SHALL ALSO PROTECT ITS DIRECTORS, OFFICERS AND EMPLOYEES, AND AFFILIATED ENTITIES OF JLN AND THEIR DIRECTORS, OFFICERS, EMPLOYEES, AND AFFILIATES, AND SHALL APPLY REGARDLESS OF THE FAULT, NEGLIGENCE OR STRICT LIABILITY OF JLN, ITS DIRECTORS, OFFICERS, EMPLOYEES, OR AFFILIATES.

ANY CAUSE OF ACTION OR OTHER CLAIM RELATING TO THE SERVICES MUST BE COMMENCED WITHIN 365 DAYS AFTER COMPLETION (OR TERMINATION) OF THE APPLICABLE SERVICES.

THE PROVISIONS OF THIS ARTICLE 8 SHALL APPLY NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT.

1/21/2015

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**ARTICLE 9 DELAYS**

NEITHER PARTY SHALL BE CONSIDERED IN DEFAULT IN THE PERFORMANCE OF ITS OBLIGATIONS HEREUNDER TO THE EXTENT THAT THE PERFORMANCE OF ANY SUCH OBLIGATION IS PREVENTED OR DELAYED BY ANY CAUSE WHICH IS BEYOND THE REASONABLE CONTROL OF THE AFFECTED PARTY.

**ARTICLE 10 ARBITRATION**

ANY DISPUTE, CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE BREACH THEREOF, SHALL BE RESOLVED BY ARBITRATION SUBSTANTIALLY IN ACCORDANCE WITH THE COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION IN CHICAGO, ILLINOIS. JUDGMENT UPON ANY ARBITRATION AWARD MAY BE ENTERED IN ANY COURT HAVING JURISDICTION, THE PARTIES HEREBY CONSENTING TO THE JURISDICTION OF SUCH COURTS FOR THIS PURPOSE. EACH PARTY SHALL BE ENTITLED, UNDER THE SUPERVISION OF THE ARBITRATOR, TO THE AMOUNT OF PRE-ARBITRATION DISCOVERY DEEMED REASONABLE BY THE ARBITRATOR. THE DISCOVERY PERIOD SHALL NOT EXCEED SIXTY (60) DAYS. THE ARBITRATOR SHALL GIVE FULL EFFECT TO ARTICLES 7 AND 8 AND SHALL NOT DEVIATE THEREFROM.

**ARTICLE 11 NOTICES**

ANY NOTICE RELATED TO THIS AGREEMENT SHALL BE IN WRITING AND SHALL BE CONSIDERED DULY MADE IF DELIVERED TO THE OTHER PARTY AT THE FOLLOWING NUMBERS AND ADDRESSES:

JLN: JLN ASSOCIATES LLC  
43 HATCHETTS HILL ROAD  
OLD LYME CT 06371

CLIENT: TOWN OF COLCHESTER  
127 NORWICH AVENUE,  
COLCHESTER, CT 06415

ATTENTION: JOHN NICKERSON

ATTENTION:

TELEPHONE: 860-434-3443

TELEPHONE:

TELECOPIER: 860-434-3448

TELECOPIER:

EITHER PARTY MAY CHANGE ITS ADDRESS OR NUMBERS FOR RECEIVING NOTICES BY GIVING WRITTEN NOTICE OF SUCH CHANGE TO THE OTHER PARTY.

**ARTICLE 12 SURVIVAL**

THE PROVISIONS OF ARTICLES 4, 5, 7, 8, 10, AND 12 OF THE AGREEMENT SHALL SURVIVE THE TERMINATION OR CANCELLATION OF THIS AGREEMENT AND THE COMPLETION OF THE SERVICES PERFORMED HEREUNDER AND SHALL REMAIN IN EFFECT.

**ARTICLE 13 LAW**

THIS AGREEMENT SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CT.

1/21/2015

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**ARTICLE 14 INTEGRATION**

THESE TERMS AND CONDITIONS ARE INTENDED BY JLN AND CLIENT TO CONSTITUTE THE FINAL AND COMPLETE STATEMENT OF THEIR AGREEMENT, AND ALL PRIOR PROPOSALS, COMMUNICATIONS AND UNDERSTANDINGS RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT ARE HEREBY SUPERSEDED. NO MODIFICATION OR AMENDMENT OF THIS AGREEMENT SHALL BE EFFECTIVE UNLESS THE SAME IS IN WRITING AND SIGNED BY BOTH PARTIES.

JLN ASSOCIATES LLC

TOWN OF COLCHESTER

BY: \_\_\_\_\_  
BY: \_\_\_\_\_

\_\_\_\_\_

(TYPED) \_\_\_\_\_  
\_\_\_\_\_

(TYPED) \_\_\_\_\_  
\_\_\_\_\_

TITLE: \_\_\_\_\_  
\_\_\_\_\_

TITLE: \_\_\_\_\_  
\_\_\_\_\_

1/21/2015

**ATTACHMENT A**

**REQUEST FOR SERVICES**

DATE: 1/21/2015

THIS REQUEST FOR SERVICES IS ISSUED PURSUANT TO THE MASTER CONSULTING SERVICES AGREEMENT DATED AS OF JANUARY 21, 2015 BETWEEN JLN ASSOCIATES LLC ("JLN") AND TOWN OF COLCHESTER ("CLIENT") WHICH IS HEREBY INCORPORATED IN THIS REQUEST FOR SERVICES BY REFERENCE.

**I. SCOPE OF WORK:**

JLN SHALL PERFORM THE FOLLOWING SERVICES FOR CLIENT:

PROVIDE TECHNICAL AND CONSULTING SERVICES TO PERFORM AN ANALYSIS OF THE EMERGENCY SERVICES AND PREPARE A STRATEGIC PLAN FOR TOWN OF COLCHESTER CT.

AS DETAILED IN PROPOSAL

B/P 09-14-003, REV. 00

**II. INFORMATION TO BE FURNISHED BY CLIENT:**

CLIENT SHALL PROVIDE THE FOLLOWING INFORMATION TO JLN IN CONNECTION WITH THE SERVICES:  
DESIGNATED REPRESENTATIVE IS : MR. LEWIS P. BOWER

AS DETAILED IN PROPOSAL B/P 09-14-003, REV. 00

**III. INFORMATION TO BE FURNISHED TO CLIENT BY JLN:**

JLN SHALL PROVIDE THE FOLLOWING INFORMATION TO CLIENT IN CONNECTION WITH THE SERVICES:  
DESIGNATED REPRESENTATIVE IS JOHN L. NICKERSON

AS DETAILED IN PROPOSAL: B/P 09-14-003, REV. 00 FIRE SERVICE STRATEGIC PLAN REVIEW

1/21/2015

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IV. COMPENSATION:

AS DETAILED IN PROPOSAL: B/P 09-14-003, REV. 00 FIRE SERVICE STRATEGIC PLAN REVIEW  
FIXED PRICE BILLED T&M OVER COURSE OF THE PROJECT WITH 10% HELD UNTIL APPROVAL OF THE FINAL REPORT.

JLN ASSOCIATES LLC

TOWN OF COLCHESTER.

BY: \_\_\_\_\_

BY: \_\_\_\_\_

(TYPED) JOHN L. NICKERSON JLN ASSOCIATE LLC  
\_\_\_\_\_  
(TYPED)

\_\_\_\_\_

TITLE: PRINCIPAL  
\_\_\_\_\_

TITLE: TOWN MANAGER  
\_\_\_\_\_



**N. Maggie Cosgrove  
Chief Financial Officer  
Finance Department**

Date: August 11, 2015

To: Board of Selectmen

From: N. Maggie Cosgrove, CFO

Subject: McGladrey LLP - Business Associate Agreement – Protected Health Information

Background

McGladrey LLP is the independent auditing firm for the Town of Colchester for the fiscal year ended June 30, 2015. The audit services to be provided may involve the use or disclosure of information which meets the statutory definition of Protected Health Information. Under the Standards for Privacy of Individually Identifiable Health Information, as amended by Subtitle D of the Health Information Technology for Economic and Clinical Health Act, the Town and the auditing firm must enter into a written business associate agreement with respect to the use and disclosure of Protected Health Information.

Recommendation

Authorize First Selectman to sign the Business Associate Agreement with McGladrey LLP related to auditing services provided for the fiscal year ended June 30, 2015.



July 28, 2015

Ms. N. Maggie Cosgrove  
Chief Financial Officer  
Town of Colchester  
127 Norwich Avenue, Suite 203  
Colchester, CT 06415

**THE AGREEMENT** This Business Associate Agreement (the "Agreement") is effective as of July 28, 2015 (hereinafter "Effective Date") by and between the Town of Colchester, Connecticut (hereinafter "Covered Entity"), and McGladrey LLP (hereinafter "Business Associate").

**WHEREAS**, the purpose of this Agreement is to assure the privacy and security of Protected Health Information and Electronic Protected Health Information in accordance with the regulations (the "Privacy Rule" and the "Security Rule") issued by the Department of Health and Human Services ("HHS") under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the American Recovery and Reinvestment Act ("ARRA");

**WHEREAS**, the Privacy and Security Rules provide, among other things, that a covered entity is permitted to use and disclose Protected Health Information and Electronic Protected Health Information (each as defined below) to a business associate and allow the business associate to obtain and receive Protected Health Information, if the covered entity obtains satisfactory assurances in the form of a written contract that the business associate will comply with all applicable Privacy and Security Rules;

**WHEREAS**, ARRA provides that certain provisions of the Privacy and Security Rules shall apply to business associates and Business Associate is a "business associate" within the meaning of 45 C.F.R. Section 160.103;

**WHEREAS**, Business Associate will have access to, create and/or receive certain Protected Health Information and Electronic Protected Health Information in conjunction with the services being provided by Business Associate to Covered Entity.

**NOW THEREFORE**, Covered Entity and Business Associate agree as follows:

1. **Definitions.** The following terms shall have the meaning set forth below:
  - (a) **ARRA.** "ARRA" means the American Recovery and Reinvestment Act of 2009, and its implementing regulations.
  - (b) **Breach.** "Breach" shall have the meaning set forth in 45 C.F.R. Section 164.402
  - (c) **C.F.R.** "C.F.R." means the Code of Federal Regulations.
  - (d) **Data Aggregation.** "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 C.F.R. Section 164.501.
  - (e) **Designated Record Set.** "Designated Record Set" has the meaning assigned to such term in 45 C.F.R. Section 164.501.
  - (f) **Electronic Protected Health Information.** "Electronic Protected Health Information" or "Electronic PHI" has the meaning assigned to such term in 45 C.F.R. Section 160.103.

- (g) **Genetic Information.** "Genetic information" has the meaning assigned to such term in 45 C.F.R. Section 160.103.
- (h) **Individual.** "Individual" shall have the same meaning as the term "individual" in 45 C.F.R. Section 160.103 and shall include a person who qualifies as the Individual's personal representative in accordance with 45 C.F.R. Section 164.502(g).
- (i) **Limited Data Set.** "Limited Data Set" shall have the meaning assigned to such term in 45 C.F.R. Section 164.514(e)(2).
- (j) **Protected Health Information.** "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in 45 C.F.R. Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. Genetic Information shall be considered PHI.
- (k) **Required By Law.** "Required By Law" shall have the same meaning as the term "required by law" in 45 C.F.R. Section 164.103.
- (l) **Secretary.** "Secretary" shall mean the Secretary of HHS or his or her designee.
- (m) **Security Incident.** "Security Incident" shall have the same meaning as the term "security incident" in 45 C.F.R. Section 164.304.
- (n) **Standard Transactions.** "Standard Transactions" have the same meaning as the term "standard transactions" in 45 C.F.R. Section 162.103.
- (o) **Subcontractor.** "Subcontractor" shall mean a person to whom a business associate delegates a function, activity, or service, other than in the capacity of a member of the workforce of such business associate.
- (p) **Unsecured Protected Health Information or Unsecured PHI.** "Unsecured Protected Health Information" or "Unsecured PHI" shall mean PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized persons through the use of the technology or methodology specified in regulations or other guidance issued by HHS under Section 13402 of ARRA.

## 2. **Obligations and Activities of Business Associate**

- (a) **General.** Business Associate agrees to abide by applicable provisions of the Privacy Rule and the Security Rule, in addition to all federal and applicable state laws concerning the confidentiality, privacy, and security of Protected Health Information and Electronic Protected Health Information, and to not use or further disclose Protected Health Information or Electronic Protected Health Information other than as permitted or required by this Agreement or the Privacy and Security Rules, or as Required By Law.
- (b) **Privacy Safeguards.** Business Associate shall maintain appropriate administrative, physical and technical safeguards to protect the privacy of Protected Health Information and to limit incidental uses or disclosures made pursuant to an otherwise permitted or required use or disclosure.
- (c) **Safeguarding Electronic PHI.** Business Associate shall implement administrative, physical and technical safeguards that prevent use or disclosure of the Electronic Protected Health Information other than as permitted by the Security Rules. Specifically, Business Associate agrees to implement policies and procedures that:
  - (i) Prevent, detect, contain and correct security violations in accordance with the administrative safeguards set forth in 45 C.F.R. Section 164.308;
  - (ii) Limit physical access to electronic information systems and the facility or facilities in which they are housed, while ensuring that properly authorized access is allowed in accordance with the physical safeguards set forth in 45 C.F.R. Section 164.310; and

- (iii) Allow access to electronic information systems that maintain Electronic PHI to only those persons or software programs that have been granted access rights in accordance with the technical safeguards set forth in 45 C.F.R. Section 164.312.
- (d) **Duty to Mitigate.** Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information or Electronic Protected Health Information by Business Associate in violation of the requirements of this Agreement, the Privacy or Security Rules, or other applicable law.
- (e) **Subcontractors.** Business Associate agrees to ensure that a Subcontractor to whom it provides Protected Health Information or Electronic Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees in writing to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information in accordance with 45 C.F.R. Sections 164.308(b)(2), 164.502(e)(1)(ii) and 164.504(e)(5).
- (f) **Access to PHI.** Business Associate agrees to provide access to Protected Health Information in a Designated Record Set, in the manner required by law, in order to meet the requirements under 45 C.F.R. Section 164.524. Business Associate shall provide a copy to Covered Entity or, alternatively, to the Individual directly, if such alternative choice is clearly, conspicuously and specifically made by the Individual or Covered Entity.
- (g) **Amendment of PHI.** Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set pursuant to 45 C.F.R. Section 164.526 that the Covered Entity directs or agrees to pursuant to the Privacy Rules, in the manner required by law.
- (h) **Audits.** For purposes of determining compliance with the Privacy Rules and the Security Rules, Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of PHI and Electronic PHI received from, or created or received by Business Associate on behalf of Covered Entity, available to the Secretary, in the time and manner determined by the Secretary. Business Associate shall retain books and records relating to its use and disclosure of Protected Health Information on Covered Entity's behalf for six (6) years from the date the information is last used or relied upon.
- (i) **Documenting Disclosures.** Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. Section 164.528.
- (j) **Accounting.** Business Associate agrees to provide to Covered Entity, upon request and in the time and manner required by law, an accounting of disclosures of an individual's Protected Health Information, collected in accordance with Section 2(i) of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. Section 164.528. Business Associate may impose a reasonable fee for such accounting in accordance with 45 C.F.R. Section 164.528(c).
- (k) **Standard Transactions.** If Business Associate conducts any Standard Transactions on behalf of Covered Entity, Business Associate shall comply with the applicable requirements of 45 C.F.R. Part 162.
- (l) **Reporting Privacy Breaches.** Business Associate agrees to report to Covered Entity in writing any use or disclosure of PHI not permitted by this Agreement of which Business Associate becomes aware as soon as practicable of its becoming aware and will take reasonable action necessary to prevent and minimize damage to any Individual and to prevent any future such occurrences. If the unauthorized use or disclosure qualifies as a Breach, Business Associate agrees to comply with the notification provisions in Section 2(o).

(m) **Reporting Security Incidents.** Business Associate agrees to report any Security Incident as soon as practicable of becoming aware of such incident. However, certain low risk attempts to breach network security, such as the incidents listed below, shall not constitute a Security Incident under this Agreement, provided they do not penetrate the perimeter, do not result in an actual Breach of security and remain within the normal incident level:

- Pings on the firewall;
- Port scans;
- Attempts to log onto a system or enter a database with an invalid password or username;
- Denial-of-service attacks that do not result in a server being taken off-line; and
- Malware, such as worms or viruses.

(n) **Notification of Breach** Following the discovery of a Breach of Unsecured PHI, Business Associate shall notify the Covered Entity within 60 calendar days after discovery of the Breach in accordance with 45 C.F.R. Section 164.410, as amended. The notification shall include the identification of each Individual whose Unsecured PHI has been or is reasonably believed by the Business Associate to have been accessed, acquired, used or disclosed during the Breach. The Business Associate shall provide the Covered Entity with any other available information that the Covered Entity requires to notify affected Individuals under HHS regulations.

(o) **Prohibition on Sale of Records.** Business Associate shall not directly or indirectly receive remuneration in exchange for any PHI or Electronic PHI of any Individual unless the Business Associate or Covered Entity obtains from the Individual, in accordance with 45 C.F.R. Section 164.508, a valid authorization that includes a specification of whether the PHI or Electronic PHI can be further exchanged for remuneration by the entity receiving PHI or Electronic PHI of that Individual, except as otherwise allowed under ARRA.

(p) **Training.** Business Associate shall provide training as to the applicable Privacy and Security Rules to all of its employees who will handle or be responsible for handling PHI or Electronic PHI on behalf of the Covered Entity.

### **3. Permitted Uses and Disclosures by Business Associate**

#### **3.1 General Use and Disclosure**

Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform its obligations and services to Covered Entity, provided that such use or disclosure would not violate the Privacy Rules or the Security Rules if done by Covered Entity.

#### **3.2 Specific Use and Disclosure Provisions**

(a) Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information for the proper management and administration of the business associate or to carry out the legal responsibilities of the Business Associate.

(b) Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information and Electronic Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

- (c) Business associate agrees to make uses and disclosures and requests for Protected Health Information consistent with Covered Entity's minimum necessary policies and procedures.
- (d) Except as otherwise limited in this Agreement, Business Associate may use PHI and Electronic PHI to provide data aggregation services relating to the health care operations of Covered Entity, as permitted by 42 C.F.R. 164.504(e)(2)(i)(B).
- (e) the business associate is authorized to use protected health information to de-identify the information in accordance with 45 CFR 164.514(a)-(c). Business Associate may use PHI: (i) to de-identify the information or create a limited data set in accordance with 45 CFR §164.514; (ii) pursuant to an individual authorization in accordance with 45 CFR §164.508; (iii) to report violations of law to appropriate federal and state authorities, consistent with 45 CFR §164.502(j)(1); and (iv) as otherwise authorized in writing by Covered Entity.

#### **4. Obligations of Covered Entity**

##### **4.1 Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions**

- (a) Covered Entity shall notify Business Associate of any limitation(s) in the notice of privacy practices of covered entity under 45 CFR Section 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI and shall provide Business Associate with a copy of the notice of privacy practices that Covered Entity maintains, as well as any changes to that notice.
- (b) Covered Entity shall provide Business Associate with notice of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, if such changes affect Business Associate's permitted or required uses and disclosures.
- (c) Covered Entity shall notify Business Associate, in writing, of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 C.F.R. Section 164.522. Business Associate agrees to conform to any such restriction.
- (d) Covered Entity acknowledges that it shall provide to, or request from, the Business Associate only the minimum Protected Health Information necessary for Business Associate to perform or fulfill a specific function required or permitted hereunder.

##### **4.2 Permissible Requests by Covered Entity**

Covered Entity represents and warrants that it has the right and authority to disclose Protected Health Information to Business Associate for Business Associate to perform its obligations and provide services to Covered Entity, and Business Associate's use of the Protected Health Information to perform its obligations and provide services to Covered Entity requested by Covered Entity does not, to the extent Business Associate acts within the scope of any such request(s) and this Agreement, violate the Privacy Rules, Covered Entity's privacy notice, or any applicable law. Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rules if done by Covered Entity.

#### **5. Termination**

- (a) **Term.** This Agreement shall be effective beginning on the Effective Date and shall terminate when all of the Protected Health Information, in any form, received from, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity; provided, however, that, if it is not feasible to destroy the Protected Health Information or to return the Protected Health Information to Covered Entity, protections shall be extended to such information, in accordance with the provisions of subsection (c).

(b) **Termination for Cause.** Notwithstanding any other provision of this Agreement, if either party discovers or obtains knowledge of a failure by the other party to perform its duties under this Agreement or other material breach of the provisions of this Agreement (hereinafter collectively referred to as a "Material Breach"), the discovering party shall provide a period of 30 business days for the breaching party to cure the Material Breach; provided, however, that, if the breaching party does not cure the Material Breach within such 30-day period, the discovering party shall terminate this Agreement at the end of such 30-day period; and provided, further, that, if cure of such Material Breach is not possible, the discovering party shall terminate this Agreement immediately upon its receipt of knowledge of such Material Breach. Notwithstanding the foregoing, if neither termination nor cure are feasible, the discovering party shall report the violation to the Secretary.

(c) **Effect of Termination.**

(1) Except as provided in paragraph (2) of this section, upon termination of this Agreement for any reason, Business Associate shall return or destroy all Protected Health Information and Electronic Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, at the direction of Covered Entity. Business Associate shall retain no copies of the Protected Health Information and Electronic Protected Health Information.

(2) In the event Business Associate determines that returning or destroying the Protected Health Information or Electronic Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible and shall extend the protections of this Agreement to such Protected Health Information or Electronic Protected Health Information for so long as Business Associate maintains such Protected Health Information or Electronic Protected Health Information. Following the termination of this Agreement, Business Associate shall not disclose Protected Health Information or Electronic Protected Health Information except to Covered Entity or as Required By Law.

## 6. **Miscellaneous**

(a) **Regulatory References.** A reference in this Agreement to a section in the Privacy Rules or Security Rules means the section as in effect or as amended, and for which compliance is required.

(b) **Amendment.** This Agreement may be amended upon the mutual written agreement of the parties. Upon the enactment of any law or regulation affecting the use or disclosure of Protected Health Information or Electronic Protected Health Information, or the publication of any decision of a court of the United States or any state relating to any such law or the publication of any interpretive policy or opinion of any governmental agency charged with the enforcement of any such law or regulation, either party may, by written notice to the other party, and by mutual agreement, amend the Agreement in such manner as such party determines necessary to comply with such law or regulation. If the other party disagrees with such amendment, it shall so notify the first party in writing within thirty (30) days of the notice. If the parties are unable to agree on an amendment within thirty (30) days thereafter, then either of the parties may terminate the Agreement on thirty (30) days written notice to the other party.

(c) **Survival.** The terms of this Agreement which by their nature are to survive this Agreement will survive its expiration or termination.

(d) **Interpretation.** Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits both parties to comply with the Privacy Rules and the Security Rules. In the event of any inconsistency or conflict between this Agreement and any other agreement between the parties, the terms, provisions and conditions of this Agreement shall govern and control.

- (e) **No Third Party Beneficiary.** Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the parties and the respective successors or assigns of the parties, any rights, remedies, obligations, or liabilities whatsoever.
- (f) **Indemnification.** Each party shall indemnify and hold harmless the other party and its partners, principals, directors, officers, employees and subcontractors from and against any claim, cause of action, liability, damage, penalty, fine, cost or expense (including court costs and reasonable attorneys' fees) arising out of or relating to any act, omission or breach by such party in connection with this Agreement. Business Associate is entitled to rely on all instructions, communications, and other directions from Covered Entity concerning disclosure of Protected Health Information or Electronic Protected Health Information.
- (g) **Limitation of Liability.** Business Associate's total liability relating to this Agreement and the underlying services agreement shall be limited as set forth in the underlying services agreement.
- (h) **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut to the extent not preempted by federal law.
- (i) **Compliance with Laws and Policies.** Business Associate shall comply with all applicable Federal and State laws and regulations during the term of this Agreement and, to the extent provided in section 6 of this Agreement after the termination thereof, including without limitation: (1) the Privacy Rule, the Security Standards, and the Breach Notification Standards; and (2) State privacy or security laws, rules and regulations that apply to Protected Health Information and that are not preempted by the Privacy Rule, the Security Standards, or ERISA.

[Signature Page Follows]

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

Please sign both copies keeping one for your files and returning one copy to:

McGladrey LLP  
One Church Street, 8<sup>th</sup> Floor  
New Haven, CT 06510-3332

**McGladrey LLP**

**Town of Colchester**

By: Scott A. Bassett

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

Name: Scott A. Bassett

Name: \_\_\_\_\_

Title: Partner

Title: \_\_\_\_\_





**N. Maggie Cosgrove  
Chief Financial Officer  
Finance Department**

Date: August 17, 2015

To: Board of Selectmen

From: N. Maggie Cosgrove, CFO

Subject: Replacement Copiers – Town Clerk, Fleet/Highway Garage, Public Works, Police

### Background

Copier leases for the following departments expired on 7/31/15 and are currently being extended on a month to month basis: Town Clerk, Fleet/Highway Garage, Public Works, and Police.

A walkthrough of each department was conducted with multiple vendors to review existing equipment and departmental requirements. Initial quotes were received to provide estimates for budget purposes, and then updated final quotes were submitted in May for the renewals. Each department reviewed the proposed solutions and made a final selection based upon departmental requirements and pricing.

The total proposed lease for all of the equipment is \$408.36 per month for 60 months. Each of the copiers include printer, scanner and fax machine capabilities. The copier for the Police Department also includes color printing. The pricing from Ryan Business Services was taken from a purchasing consortium as well as special pricing available through Canon.

Upon approval of the lease agreement, final arrangements will be made to remove the existing equipment and accept delivery of the new equipment. The lease will commence upon acceptance of the delivery of the new equipment.

The lease agreement includes a non-appropriation clause.

### Recommendation

Approve the 5 year lease agreement for Canon copiers with Ryan Business Systems, Inc. and authorize the First Selectman to sign all necessary documents.

## MEMO

**TO:** Board of Selectman  
**From:** Gayle Furman/Town Clerk  
**Subject:** E-Code 360 Update  
**Date:** August 12, 2015

I respectfully request time at the August 20, 2015 meeting to update and discuss the progress of the General Code E-Code 360 and its Public Documents Module.

Thank you.

## COA Meeting-August 10, 2015

**My Senior Center/Membership Drive:** going very well 254 people have come in for membership and we have 735 active members in the data base. Great compliance in use of system, good feedback on ease of use and general excitement about the new system.

**2<sup>nd</sup> Annual CSC Golf Tournament Fundraiser outcome:** 12 9-hole golfers, 35 18-hole golfers and 136 dinner attendees Total raised: over \$5,500.00

**Grant Update:** Section 5310A funding came through from CTDOT. Estimated delivery of new 14 passenger bus is July 2016.

**September is National Senior Center Month; 2015 Theme is Celebrate LIFE at Your Senior Center (Learning, Independence, Friends, Energy) We've planned a great program theme for the month...stay tuned.**

### Programs:

8/10-Mystery Trip

8/14-Surprise Prize Bingo

8/18-Hollywood Musical Memories at the Aqua Turf

8/19-Seasonal Crafts sessions start

8/25-Summer Beach Party with Changes in Latitude

8/31-All about Immunizations with Rite Aid Pharmacy

### Upcoming Trips:

- Foxwoods Casino 8/27
- La Cage aux Folles at Goodspeed 9/2
- Eastern States Expo 9/23
- In the Christmas Mood with the Glenn Miller Orchestra 12/10
- No-Fly Cruise to the Bahamas 3/19-27, 2016

### Attendance & Meals Served:

- Monthly Transports in July: 1129
- Monthly Attendance in June: 1361 in 22 days
- Monthly Attendance in July: 1412 in 22 days
- Meals served in June: Bistro & Special Meals: 99 Community Café:139 MOW: 402
- Meals served in July: Bistro & Special Meals:64 Community Café:? MOW: ?
- New members June: MTD: 7 YTD: 57
- Effective July 1, report total seniors in MySeniorCenter database-735