



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

**Board of Selectmen Agenda
Regular Meeting
Thursday, October 5, 2017
Colchester Town Hall @ 7pm**

RECEIVED
COLCHESTER, CT
2017 SEP 28 PM 2:09
Angie Hummer
ANGIE HUMMER
TOWN CLERK

1. Call to Order
2. Additions to the Agenda
3. Citizen's Comments
4. Consent Agenda
 1. Emergency Management Director – Rick Peruta reappointment for a one-year term to expire on 11/19/2018
 2. Tree Warden – Dean Hunniford reappointment for a one-year term to expire on 11/17/2018
 3. Historic District Commission – Stanley Stefanowicz reappointment for a five-year term to expire on 11/30/2022
 4. Youth Services Advisory Board – Kathy Wonderly reappointment for a three-year term to expire on 12/1/2020
 5. Zoning Board of Appeals – Laurie Robinson reappointment for a five-year term to expire on 12/1/2022
 6. Conservation Commission – Susan Bruening reappointment for a three-year term to expire on 10/31/2020
 7. Economic Development Commission – Jean Walsh reappointment for a five-year term to expire on 12/15/2022
 8. Agriculture Commission – resignation of Charles Csere
 9. Police Commission – Carol Vaillancourt reappointment for a three-year term to expire on 11/30/2020
 10. Fair Rent Commission – Samantha Van Zilen reappointment for a two-year term to expire 10/31/2017
 11. Agriculture Commission – Donna Rosenblatt reappointment for a three-year term to expire on 11/30/2020
 12. Approval on RSM US LLP Business Associate Agreement for Auditing Services FY ending 6/30/2017
 13. Tax Refund and Rebates
5. Approve Minutes of the September 7, 2017 Regular Board of Selectmen Meeting
6. Approve Minutes of the September 25, 2017 Special Board of Selectmen Meeting
7. Boards and Commissions – Interviews and/or Possible Appointments
 - a. Parks & Recreation Commission– Steve Langello possible appointment as an alternate for a three-year term to expire 1/1/2019
 - b. Economic Development Commission – Michael Hinchliffe possible appointment for a five-year term to expire on 10/31/2020
8. Discussion and Possible Action on Small Cities Community Development Block Grant Program Resolution

9. Discussion on Potential Parking Ban Ordinance by Police Commission Chair Rob Parlee
10. Discussion and Possible Action on Setting Public Hearing for Proposed Ordinance Concerning Sewer and Water Commission
11. Discussion and Possible Action on Town Streets and Road Snow Plowing Contract
12. Discussion and Possible Action to Opt Out of Public Act 17-155 for Temporary Health Care Structures
13. Discussion and Possible Action on Rec Plex Athletic Fields and Dogs
14. Citizen's Comments
15. First Selectman's Report
16. Liaison Reports
17. Executive Session to Discuss Personnel Matters
18. Adjourn



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

Date: September 7, 2017

To: Board of Selectmen

From: N. Maggie Cosgrove, CFO

Subject: RSM US LLP - Business Associate Agreement – Protected Health Information

Background

RSM US LLP is the independent auditing firm for the Town of Colchester for the fiscal year ended June 30, 2017. 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 RSM LLP related to auditing services provided for the fiscal year ended June 30, 2017.



RSM US LLP

August 21, 2017

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

127 Norwich Avenue, Suite 203
Colchester, CT 06415
Tel: 860.330.1234
Fax: 860.330.1234
www.rsmusllp.com

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (this "Agreement") is effective as of August 21, 2017 (the "Effective Date") by and between the Town of Colchester, Connecticut ("Covered Entity") and RSM US LLP, an Iowa limited liability partnership ("Business Associate").

Recitals

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 Parts 160, 162 and 164 of Chapter 45 of the Code of Federal Regulations (collectively, the "Privacy and Security Rules") issued by the Department of Health and Human Services ("HHS") under the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (collectively, "HIPAA") and the American Recovery and Reinvestment Act and its implementing regulations (collectively, "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 directly and whereas Business Associate is a "business associate" within the meaning of 45 C.F.R. Section 160.103; and

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 meanings set forth below:
 - (a) **Breach.** "Breach" shall have the meaning set forth in 45 C.F.R. Section 164.402.
 - (b) **C.F.R.** "C.F.R." means the Code of Federal Regulations.
 - (c) **Data Aggregation.** "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 C.F.R. Section 164.501.

THE POWER OF BEING UNDERSTOOD
AUDIT | TAX | CONSULTING

- (d) Designated Record Set. "Designated Record Set" has the meaning assigned to such term in 45 C.F.R. Section 164.501.
- (e) 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.
- (f) Genetic Information. "Genetic information" has the meaning assigned to such term in 45 C.F.R. Section 160.103.
- (g) 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).
- (h) Limited Data Set. "Limited Data Set" shall have the meaning assigned to such term in 45 C.F.R. Section 164.514(e)(2).
- (i) 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.
- (j) 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.
- (k) Secretary. "Secretary" shall mean the Secretary of HHS or his or her designee.
- (l) Security Incident. "Security Incident" shall have the same meaning as the term "security incident" in 45 C.F.R. Section 164.304.
- (m) Standard Transactions. "Standard Transactions" shall have the same meaning as the term "standard transactions" in 45 C.F.R. Section 162.103.
- (n) 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.
- (o) 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 and Security Rules, 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 Privacy and Security Rules. Specifically, Business Associate agrees to implement policies and procedures that do the following:
- (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 and Security Rules, or other applicable law.
- (e) Subcontractors. Business Associate agrees to ensure that any 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 throughout 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 Covered Entity directs or agrees to pursuant to the Privacy and Security Rules, in the manner required by law.
- (h) Audits. For purposes of determining compliance with the Privacy and 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(n).
- (m) Reporting Security Incidents. Business Associate agrees to report any Security Incident as soon as practicable after 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 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 Business Associate to have been accessed, acquired, used, or disclosed during the Breach. Business Associate shall provide Covered Entity with any other available information that Covered Entity requires in order for Covered Entity to notify, pursuant to HHS regulations, the affected Individuals.
- (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 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 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 and 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 Business Associate or to carry out the legal responsibilities of 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 Business Associate or to carry out the legal responsibilities of Business Associate, provided that such 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 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. Section 164.504(e)(2)(i)(B).
- (e) Business Associate is authorized to use Protected Health Information to de-identify the information in accordance with 45 C.F.R. Section 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 C.F.R. Section 164.514; (ii) pursuant to an individual authorization in accordance with 45 C.F.R. Section 164.508; (iii) to report violations of law to appropriate federal and state authorities, consistent with 45 C.F.R. Section 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, in writing, of any limitation(s) in the notice of privacy practices of Covered Entity under 45 C.F.R. Section 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI and Covered Entity 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, in writing, of any changes in, or revocation of, permission by Individuals 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, 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 and Security 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 and Security 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) below.
- (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 and 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 this 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 this 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 and 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 affiliates and their respective partners, principals, directors, officers, employees, agents, 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. The parties hereby submit to the exclusive personal and subject matter jurisdiction and venue of the courts in such state and agree to waive the defense of an inconvenient forum.

- (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 and Security Rules, the Security Standards, and the Breach Notification Standards; and (2) state privacy or security laws, rules, and regulations that apply to Protected Health Information (that are not preempted by the Privacy and Security Rules), the Security Standards, or the Employee Retirement Income Security Act of 1974, as amended.

[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.

COVERED ENTITY:

Town of Colchester, Connecticut

By: _____

Its: _____

Date: _____

BUSINESS ASSOCIATE:

RSM US LLP

By: Scott A. Bassett

Its: Partner

Date: August 21, 2017



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

Board of Selectmen Minutes
Regular Meeting Minutes
Thursday, September 7, 2017
Colchester Town Hall at 7pm

MEMBERS PRESENT: First Selectman Art Shilosky, Selectman Rosemary Coyle, Selectman Denise Mizla and Selectman John Jones

MEMBERS ABSENT: Selectman Stan Soby

OTHERS PRESENT: PW Director J. Paggioli, Registrar D Mrowka, TC G. Furman, FD Chief Cox, R. Gustafson, L Wagner, S Shoemaker, L Shoemaker, G LePage and Clerk T Dean.

1. Call to Order

A Shilosky called the meeting to order at 7:01 pm.

2. Additions to the Agenda - none

3. Citizen's Comments – none

4. Consent Agenda

1. Parks & Recreation Commission – Norm Kaplan reappointment for a four year term to expire on 11/1/2021
2. Parks & Recreation Commission – Frank Ricci reappointment for a four year term to expire on 11/1/2021
3. Tax Refund and Rebates
\$48.38 to Nicholas Poppetti, \$2292.77 to Richard Talbot, and \$347.27 to CCAP Auto Lease

J Jones moved to approve the consent agenda, seconded by R Coyle. Unanimously approved. MOTION CARRIED

5. Approve Minutes of the August 17, 2017 Regular Board of Selectmen Meeting

R Coyle asked to amend #10 to not exceed \$14,665.00.

R Coyle moved to approve the minutes of the August 17, 2017 Regular Board of Selectmen meeting, seconded by J Jones. Unanimously approved with one abstention by D Mizla. MOTION CARRIED

6. Approve Minutes of the August 31, 2017 Special Board of Selectmen Meeting

D Mizla moved to approve the minutes of the August 31, 2017 Special Board of Selectmen Meeting, seconded by J Jones. Unanimously approved with one abstention by R Coyle. MOTION CARRIED

7. Discussion on Small Cities Grant with Larry Wagner

The BOS would need to approve using funds allocated to the Housing Rehabilitation Account. R Gustafson indicated that there is additional work that would like to be completed at the Dublin Village. There are additional sidewalks to fix, tree work not in the scope as well as catch basins. If the BOS approves a notice to the public will be done by Wagner notifying the change use of funds with no adverse impact using the funds.

R Coyle moved to allocate up to \$60,000 from the loan repayment account to be used at Dublin Village to finish the project started by Small Cities Grant, seconded by D Mizla. Unanimously approved. MOTION CARRIED

8. Boards and Commissions – Interviews and/or Possible Appointments and Resignations

a. CHVFD Exemption Eligibility Committee – James Caronna to be interviewed – was interviewed.

R Coyle moved to make an exception to the policy due to the commission only meeting once a year and appoint James Caronna to the CHVFD Exemption Eligibility Committee for a four-year term to expire 11/1/2020, seconded by J Jones. Unanimously approved. MOTION CARRIED.

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2017 SEP 11 PM 5:05
Art Shilosky

9. Discussion and Possible Action on Charter Revision

G LePage discussed updates/changes. Explanatory text should be received by the BOS once signed off by the attorneys. Discussion on order of ballot questions. (questions attached)

R Coyle moved to approve the proposed Charter ballot questions, changing the order of #5 to #4 and #4 to #5, seconded by D Mizla. Unanimously approved. MOTION CARRIED.

D Mizla moved to set the date for the Charter Revision vote as the Municipal Election on November 7, 2017, seconded by R Coyle. Unanimously approved. MOTION CARRIED.

D Mizla moved to authorize the development of the explanatory text for Charter questions by the Town Clerk, seconded by J Jones. Unanimously approved. MOTION CARRIED.

R Coyle moved to approve the final Charter revision draft and summary of changes from the Charter Revision Commission, seconded by R Coyle. Unanimously approved. MOTION CARRIED

10. Presentation by Eagle Scout Kevin Payne

Presented before and after pictures of the dug-out project. The Board thanked K Payne and the group for giving back to the town.

11. Presentation by Fire Marshall Sean Shoemaker on Drones

Powerpoint presentation attached

12. Discussion and Possible Action on Fire Marshall's Office Proposed Fee Schedule

S Shoemaker stated that state regulations allow municipalities to charge for inspections. The reasoning for charging a fee is that businesses get inspected as required by state and usually need a yearly, if not more inspections. There is quite a bit of work involved. Also recommended Burn Permits to start charging for a 30-day permit that can burn up to four times. S Shoemaker noted that the P&Z dept. does not charge for inspections. An ordinance would need to be enacted in order to start the fee schedule. Suggested start date 7/1/2018. R Coyle asked for hard numbers on how many other municipalities currently charge an inspection fee. The revenue from fees would go into the General Fund as all other fees. Board consensus to have the Fire Marshall move forward to drafting an ordinance for the Board review.

13. Discussion and Possible Action on transfer Station MSW Disposal Fees

R Coyle moved that the town of Colchester enters into a contract with Willimantic Waste Paper Company, Inc. for the receivership and disposal of MSW with Willimantic Waste Paper Company, Inc. in accordance with the terms as submitted in response to the Request for Price Proposals Municipal Solid Waste Disposal Town of Colchester (rfp 2017-04), and that the First Selectman is authorized to sign such agreement as necessary, seconded by J Jones. Unanimously approved. MOTION CARRIED.

14. Citizen's Comments - none

15. First Selectman's Report

Re-roofing Town Hall due to substantial leaks. Loader for Public Works being purchased. Alpha Q starting the addition. Management property of Stop & Shop plaza will be putting up a multi-purpose building on the lot next to Starbucks. IT replacing some computers, \$25,000 from general fund to capital.

16. Liaison Reports

R Coyle reported that the Building Committee completed items for the first day of school. Site work is in good shape, mid-Sept the windows will be done. Approved out of scope changes, they are within budget and on time.

17. Executive Session to Discuss Personnel Matters

J Jones moved to enter into executive session to discuss Personnel Matters and invite Public Works Director James Paggioli and Executive Assistant to the First Selectman Tricia Dean, seconded by R Coyle. Unanimously approved. MOTION CARRIED.

Entered into executive session at 8:25 p.m.

Exited from executive session at 8:54 p.m.

18. Adjourn

J. Jones moved to adjourn at 8:54 p.m., seconded by R Coyle. Unanimously approved. MOTION CARRIED.

Attachment: Charter Ballot Questions
Drone Presentation

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'T. Dean', with a long horizontal flourish extending to the right.

Tricia Dean, Clerk



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

Board of Selectmen Minutes
Special Meeting Minutes
Monday, September 25, 2017
Colchester Town Hall @ 9:00am

MEMBERS PRESENT: First Selectman Art Shilosky, via teleconference Selectman Stan Soby, Selectman Rosemary Coyle and Selectman Denise Mizla

MEMBERS ABSENT: Selectman John Jones

OTHERS PRESENT: Town Clerk G Furman and Clerk T Dean.

1. Call to Order

First Selectman A Shilosky called the meeting to order at 9:00 am

2. Discussion and Possible Action on Approval of Explanatory Text for Charter Ballot Questions

Discussion on question number four. Board consensus to remove "make it a position appointed by the Board of Selectman", and amend the sentence to read, "The purpose of this amendment is to eliminate the position of an elected Town Treasurer, and allow the Board of Selectmen to transfer the statutory duties of a town treasurer to the Chief Financial Officer, or other Appointed Official, Department Head or Town Employee."

D Mizla moved to approve the Explanatory Text for Charter Ballot Questions, as amended in question number 4, seconded by S Soby. Unanimously approved. MOTION CARRIED.

3. Adjourn

R Coyle moved to adjourn at 9:16 am, seconded by D Mizla. Unanimously approved. MOTION CARRIED.

Respectfully submitted,

Tricia Dean, Clerk

RECEIVED
COLCHESTER
2017 SEP 25 AM 11
G. Furman
T. Dean



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

DATE: _____

BOARDS & COMMISSIONS APPLICATION

Name: Steve Langello

Address: 4 Country Place Rd #6 Colchester, CT. 06415

Home Phone: _____ Email Codenameeroy@yahoo FAX: _____

Cell Phone: 435-220-0606 Town Residency 10 mos Years

Party Affiliation: Democrat Republican Unaffiliated (check one)

Commission or Board you are interested in serving on: Park & Rec

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

High School: Waterford High - 4 yrs, diploma Industrial arts

College: Thames valley state tech 1 year architectural drafting
Mohegan Comm college 3 years part-time Liberal arts

Trade, Business _____
Or Correspondence _____
School _____

CONTINUED ON REVERSE SIDE

Parks and Recreation Commission-8 Members, 2 Alternates, Members=4 years, Alternates=3 years

<i>Position</i>	<i>Name</i>	<i>Party</i>	<i>Phone</i>	<i>E-mail</i>	<i>Expiration Date</i>
Chair	Eric Kundahl	R	860-267-0101	ekundahl@gmail.com	12/31/2018
Vice Chair	Tracy Loskant	U	860-267-5965	latrix@live.com	11/30/2019
Member	Tracey Bruni	U	860-861-9823	teb516@yahoo.com	11/1/2019
Member	Frank Ricci	U	860-537-2229	frankiricci@gmail.com	11/1/2017
Member	Norm Kaplan	D	860-537-1457	nkaplan@snet.net	11/1/2017
Member	Matt Pulse	D	860-537-0173	mattpulse@gmail.com	11/30/2019
Member	Lynne Stephenson	D	860-537-0081	lweir@U3W.net	11/1/2019
Member	Kristen Moody	U	860-537-1400	moodyones@comcast.net	11/30/2018
Alternate	VACANT				1/1/2019
Alternate	VACANT				11/30/2018

Parks and Recreation Commission

2/3



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

DATE: JUNE 30, 2017

BOARDS & COMMISSIONS APPLICATION

Name: MICHAEL W. HINCHLIFFE

Address: 14 HEATHERWOOD DRIVE Colchester, CT. 06415

Home Phone: 860-537-2497 Email: MWHINCHLIF@AOL.COM X

Cell Phone: 860-604-1387 Town Residency 10+ Years

Party Affiliation: Democrat Republican Unaffiliated (check one)

Commission or Board you are interested in serving on: ECONOMIC DEVELOPMENT COMMISSION

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

High School: PRINCE OF WALES, NAIROBI, KENYA. (4 YRS) GRADUATED / ASHFORD GRAMMER SCHOOL, 2. YRS. COMPLETED / YES

College: NON

Trade, Business Or Correspondence School: AFTER MILITARY SERVICE (RAF) HIGHER NATIONAL CERTIFICATE STUDIES (MECH. ENG); MANCHESTER BUSINESS SCHOOL, MANCHESTER, ENGLAND / SUBSEQUENT BUSINESS COURSES THROUGHOUT CAREER.

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

<i>Position</i>	<i>Name</i>	<i>Party</i>	<i>Phone</i>	<i>E-mail</i>	<i>Expiration Date</i>
Chair	Jean Walsh	U	860-537-8988	jean.0621@yahoo.com	12/15/2017
Vice-Chair	Trevor Falconi	U	860-615-4111	tfalconi@outlook.com	10/1/2018
Member	James W. Ford	D	860-537-6788	ford_james_w@sbcglobal.net	10/31/2021
Member	John Dion	U	860-884-2069	jpdion@att.net	10/31/2019
			860-334-7722 c		
Member	Bruce Goldstein	R	860-537-7044 h	bruceg@paradiseagency.com	10/1/2019
Member	Bruce Fox	D	860-267-0752	brucehfox@aol.com	10/1/2019
Member	VACANT				10/31/2020
Alternate	VACANT				10/1/2019
Alternate	VACANT				10/31/2019
Clerk	Tricia Dean				

**RESOLUTION FOR THE
USE OF PROGRAM INCOME**

Certified a true copy of a resolution adopted by of the Town of Colchester at a meeting of its Board of Selectmen on _____, 2017 and which has not been rescinded or modified in any way whatsoever.

Date

Clerk

(Seal)

Whereas, the Town of Colchester has received funds under the Connecticut Small Cities Community Development Block Grant (CDBG) Program, administered by the State of Connecticut, Department of Housing, pursuant to Title I of the Housing and Community Development Act of 1974 as amended; and

Whereas, the Town of Colchester has expended those funds pursuant to Title I of the Housing and Community Development Act of 1974, the Code of Federal Regulations, and the Assistance Agreement, and,

Whereas, those funds received by the Town of Colchester have generated Program Income.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF SELECTMEN:

1. That it is cognizant of the conditions for the use of Program Income as prescribed by Title 24, Part 570, Section 489(e) of the Code of Federal Regulations.
2. That it realizes Program Income is governed by Title I of the Housing and Community Development Act of 1974.
3. That it may use Program Income only for the following activities:
 - a) The activity that generated the program income if the activity continues to meet the requirements of Title I of the Housing and Community Development Act of 1974.
 - b) Any additional activity that meets the requirements of Title 1 of the Housing and Community Development Act if the Town receives DOH's written approval to fund it with Program Income.
4. That it may use Program Income to fund Administrative and Program soft costs within the following limits:

Administrative Costs	8%
Total Administrative and Program Soft Costs (Housing Rehabilitation Activities <u>Only</u>)	12%
Total Administrative and Program Soft Costs (All Activities <u>Except</u> for Housing Rehabilitation)	20%
5. That it is hereby amending the Program Income Plan(s) that was adopted for the original activity that generated the Program Income to permit the funding of additional activities from that Program Income.

Rivercast

9/13/2017

Town of Colchester
Public Notice
Use of State CDBG Program Income for an
Activity that is Different than the Original Activity that Generated the Program Income

This is to notify all citizens that the Town of Colchester plans to request approval from the State of Connecticut Department of Housing (DOH) to use State Community Development Block Grant (State CDBG) program income funds in the amount of up to \$60,000 for rehabilitation and renovation improvements at Dublin Village as part of the Housing Authority's overall comprehensive plan. These State CDBG program income funds were generated by the repayment of State CDBG-funded housing rehabilitation/economic development loans, and the regulations for the State CDBG Program require the Town of Colchester to provide its citizens with reasonable advance notice of, and opportunity to comment on, its proposed use of these funds for an activity that is different than the original activity that generated them.

Questions or verbal/written comments about the Town of Colchester's proposed use of these State CDBG program income funds for rehabilitation and renovation improvements at Dublin Village as part of the Housing Authority's overall comprehensive plan may be directed to Arthur P. Shilosky, First Selectman, 127 Norwich Ave., Colchester, CT 06415, (860) 537-7220, selectman@colchesterct.gov within fifteen (15) days of the publication date of this notice.

Colchester Traffic Authority Regulations

Objectives:

1. Would like to establish clear and concise parking ordinances in relation to Town of Colchester roads (minus state roads).
2. Establish fines related to said parking ordinances, i.e., \$25 per offence, etc.
3. Establish clearly defined traffic authority Hearing procedure, i.e., will individual be appointed? Will hearing officer be a town employee?
4. Will Town need TOC ticket books for issuing violations of such penalties, if so, determine cost of printing.
5. Establish source of income for Town through regulation of parking within TOC.

Points for discussion:

There are a total of 6 state roads in Colchester. They are as follows:

- Rte 616 – (Norwich Avenue)
- Rte 16
- Rte 85
- Rte 354
- Rte 149
- Old Hartford Rd to Miller Road

After speaking with **Town Engineer** several areas of concern were identified as sources of congestion:

- Halls Hills Rd – last traffic study (per town engineer identified that 2-3K vehicles travel this road daily (2013)
- Also identified on Halls Hill Rd. – parking concerns when larger events are hosted at the Farmer's Club. Parking spills over from their designated parking lot onto the sides of Halls Hill Rd.
- Old Hebron Rd., during large events such as 57 Fest and sporting tournaments, parking along the side of Old Hebron Rd, when unable to find parking spots in the Rec Plex designated parking areas OR residents/visitors do not take advantage of shuttle service provided.
- Hayward Ave. – Limited marked parking – all parallel.
- McDonald Rd/Ruby Cohen Rd. -parking on the street.

After speaking with **PW Director**, can't establish any fines, unless areas of concern have been posted with appropriate signage., i.e., no parking between signs from 8 AM – 6 PM, or parking limited to 2 hours between the hours of 8 AM – 6 PM.


Traffic Authority can make such recommendations to the BOS for signage to be placed. BOS would then direct PW Director to have signage placed. These can only be posted on roads that are non-state roads.

Currently the only fine referenced in the Town Ordinances is \$25 for violations of article 1 (Parking Ban) which was originally adopted in 1978, with an update added for parking ban would be in effect for 12 hours after cessation of snow fall. (1990) Per the PW Director, compliance with the parking ban has really not been problematic, as plow drivers will sound their vehicle horn, and allow for residents to

move their vehicle. If residents do not comply with moving the vehicle, local PD are called to have vehicle towed.

Currently, ordinance states that BOS is traffic authority, but when police commission was established, per state regulations, the police commission is deemed the traffic authority for the municipality. Need to have ordinance reflect current state regulations.

Town of Colchester Interoffice Memorandum

To: Art Shilosky, First Selectman
From: James Paggioli, L.S., Director of Public Works 
CC:
Date: 8-19-2017
Re: Proposed Ordinance concerning Colchester Sewer and Water Commission

As part of the proposed Town of Colchester Charter Revision, the proposed direction is to remove the Sewer and Water Commission from within the Charter portion of the organization of the Town Government and place it within the Ordinance Code for the Town, similar with other Appointed Boards within the Town government. At the 9-14-17 meeting of the Sewer and Water Commission a motion was carried to recommend the following proposal for language of the new ordinance(s). If acceptable, the Board of Selectmen should schedule a public hearing on the issue as would be standard for all new Ordinances.

Chapter 18 – Boards, Committees, & Commissions

Article XV – Sewer and Water Commission

§18-60 Establishment – Subject to the passage of a Charter Revision referendum in November of 2017; The Board of Selectmen shall appoint a seven (7) member Sewer and Water Commission which shall be subject to the oversight and supervision of the Board of Selectmen. There may be an additional two alternate members appointed by the Board of Selectmen that may serve a full members of the Commission in lieu of members that may not be in attendance at a meeting of the Commission.

§18-61 Service Area – The area of the Town served by the public water and sewer system of the Colchester Sewer and Water Commission, as may be expanded or reduced from time to time, shall be designated as the Sewer and Water District. Those areas beyond the Sewer and Water District, under the established Exclusive Service Area of the Town of Colchester are to be determined by the Board of Selectmen for service provision, acting as either the Water Pollution Control Authority or Municipal Exclusive Service Provider for the Town of Colchester as provided for by State of Connecticut Regulation.

§18-62 The Sewer and Water Commission annually will develop a budget of Operating and Maintaining the Sewer and Water District services. The Public Works Director shall submit the draft budget to the Commission for final recommendation to the Board of Selectmen for approval and adoption. The Sewer and Water Commission annually shall develop and recommend to the Board of Selectmen a schedule of rates and fees for sewer and water services. Prior to submitting the recommendation the Sewer and Water Commission shall hold a public hearing to present the budget and these rates, along with a comparison of such budget and rates to those in effect in the last completed fiscal year and in the current year to date fiscal year. The Director of Public Works shall prepare, review, and present to the Board of Selectmen the recommended budget and rate of the Sewer and Water Commission. The Board of Selectmen may alter such budgets and rates as it deems appropriate.

§18-63 The Sewer and Water Commission shall annually recommend to the Department of Public Works any construction and expansion of the Sewer and Water District and any expenditure for the care, maintenance or reconstruction of the sewer and water system.

§18-64 The Sewer and Water Commission shall administer the operations of the Sewer and Water District, including the construction, reconstruction, establishment, planning, restoration, enlargement, improvement, removal, care, repair and maintenance of all sewer and water systems in the District, and shall exercise all those responsibilities and provided recommendations to the Board of Selectmen in regard to the water system and Exclusive Service Area provider responsibilities.

§18-65 The Sewer and Water Commission may, upon the authorization of the Board of Selectmen, negotiate any contract incidental to the provision of sewer and/or water services, such contracts for system repair or system expansion, except any labor contract or collective bargaining agreement. In no event shall the sewer and Water Commission or any member thereof execute these contracts or bind the Town in any way.



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COLCHESTER, CT
2017 SEP 15 PM 4:19
TOWN OF COLCHESTER
TOWN CLERK

Colchester Sewer and Water Commission

Minutes of the September 14, 2017 Regular Monthly Meeting

**7:00 P.M Colchester Town Hall. Meeting Room
127 Norwich Avenue
Colchester, Connecticut**

Members Present: S. Coyle, R. Silberman, R. Peter, T. Hochdorfer, M. Hayes,
M. Egan (7:09)

Members Absent:

Others Present: J. Paggioli (Public Works), Stan Soby (BOS Liaison) ,

Regular Monthly Meeting

1. **Call to Order-** Chairman Coyle called the meeting to order at 7:02 p.m.
Additions to the Agenda: Motion was made to add the approval of the Minutes for the May 11, 2017 Regular Meeting and Public Hearing by R. Peter, Seconded by M. Hayes and renumber accordingly. Motion carried 5-0.
2. **Approval of the Sewer and Water Commission May 11, 2017 Regular Monthly Meeting Minutes and Public Hearing** – Motion was made to approve the Minutes of the May 11, 2017 Regular Monthly Meeting and Public Hearing Minutes as submitted, by R. Peter, second by R. Silberman; Motion approved 5-0.
3. **Approval of the Sewer and Water Commission June 8, 2017 Regular Monthly Meeting Minutes and Public Hearing** – Motion was made to approve the minutes of the June 8, 2017 Regular Monthly Meeting Minutes as submitted, by R. Peter, second by T.Hochdorfer; Motion approved 5-0.
4. **Citizen's Comments** - None.
5. **Subcommittee Reports**
A. Finance – Transfers, Monthly financial reports, Quarterly billing, Disputes, other

Transfers – FY 16-17 Year End Transfers – Brief discussion occurred regarding the close out and year transfers as submitted. (See Attached) A Motion was made to Approve the FY 16-17 Year End Transfers as submitted by R. Peter and Seconded by R. Silberman. Motion carried 6-0.

Monthly Financials – A brief discussion occurred that there were no anomalies in the present monthly expenditures.

Quarterly Billing –As of 6/30/2017 we have billed out 99.5% of the projected budget FY 16-17 and collected 99.997% of the projected budget. The July FY 17-18 bills were sent, we have billed out 24.4% of the projected budget and collected 16.98% as of July 31, 2017.

Disputes: None.

6. Water Activities

A. Water Activities Report – June & July & Aug 2017.

- 1) Service Work: Mark outs, Samples –Dist. And Source, Finals. Profiles, Service Calls, Quarterly Readings conducted 6/2, respond to customers complaint issues,
- 2) New Developments, -. Northwoods 3 Units, 6 Buildings Nature's Way
- 3) Water Hauling – Halted with Voluntary Conservation Notice –Still in effect.
- 4) Backflow Cross Connections inspections-, correction verifications. Notice to billed questions
- 5) 2006 Vehicle sold and funds deposited.
- 6) Main breaks: none.
- 7) Consumer Confidence Report Mailed
- 8) Well #4 Brought on line.
- 9) Significant Markouts – ConnDOT Rt 85 paving. Structure risers acquired, State DOT to be billed at end of project in August. Work conducted and Billed out. Eversource Pole replacements.
- 10) Assist Installation Sanitary Sewer at 300 Old Hartford Road to Old Hebron Road
- 11) Quarterly readings conducted 9/4.
- 12) Inspection and assist WJMS Project.
- 13) Tapping 287 Lebanon Ave. – Water
- 14) Old aeration Tower removed
- 15) Test wells laid out for Well 3A
- 16) Research on SCADA systems.

B. Water Projects Status –

- 1) Park Place –Meter installations & Connection Fees at each lot rented and CO Issued.
- 2) Eastern WUCC draft document, ESA, Eastern WUCC Water Supply plan, representation at meeting. See item below.

7. Sewer Activities

A. Joint Facilities Report –Final close out cost to be completed by February Joint Facilities Meeting. Approximate Budget numbers discussed in regard to Capital Expenditures for the Treatment Plant and Annual Budget. As part of the FY 16-17 Budget, the cost of Capital Items Approved within the Sewer Operating Budget at the Joint Facilities Treatment Plant (Automatic Bar Screen, and Septage Automation Station) the Colchester portion were to be funded by use of the existing Sewer Capital Fund. At this point with the projects commencing, the need to appropriate the funds (\$117,500) is required.

Funds appropriated by BOS, Hebron billed for portion of RDT, Bar Screen and Septage Automation project (\$69,030) UPDATE Mr, Paggioli reported that the Department has received payment from The Hebron WPCA.

B. Sewer Activities Report – within the Collection System – No flow issues. Manholes Rings and raised 2 manholes in conjunction with Route 85 Milling and Paving Operation conducted by State of Connecticut. Found drop inlet structure dislocated within manhole in front of 348 South Main Street. Repaired. New Connection 287 Lebanon Ave. Review and Inspect. Wall Street manhole preparation for Pavement recycling. 12 Balaban Road update potential sale.

C. Sewer Projects Status – Discussion above.

8. Old Business

A) RFP 2015-16 Engineering Services Well 3A Project – Mr. Paggioli reported that the Well Site Certificate has been obtained from The State of Connecticut Department of Health for the location of Well 3A. Mr. Paggioli has also received the Weston & Sampson design estimate and proposal for final design services and construction services. Mr. Paggioli recommended that the Commission recommends to the Board of Selectmen that the Tasks 1-6 of the Fee Proposal for a total of \$83,000 be awarded at the present time. Dependent on the language within the contract documents, it can be reasonably expected that the services outlined in Task #7 be conducted by staff. Motion was made R. Peter and seconded by R. Silberman; That the Sewer and Water Commission recommend to the Board Of Selectmen the Design portion of Well #3A as detailed in Tasks 1-6 of the fee proposal dated July 14, 2017 be awarded to Weston and Sampson in accordance with the Weston and Sampson response to RFP 2015-16 and Proposal for Engineering Services for the Permitting and Design of Well 3A dated July 14, 2017 in the amount of \$83,000. Motion Made by R. Peter, Seconded by R. Silberman. Motion carried 6-0.


B) Prospect Hill Pump Station – Replacement of check valve and effluent grinding apparatus. Joint Facilities had noted the shaft for the grinder continues to drop in the inlet of the station. This usually indicates that the lower bushing has worn away or the lower housing needs to be replaced. New England Pump pulled the existing unit and found that the only the lower macerator head required replacement and that the upper grinding head was literally unused by to the flows being about half of capacity. The last time the unit required work/replacement was approximately 14 years ago. This reduced the cost to New England Pump and was conducted at a price of \$14,000. Work was conducted at low flow within the station and was completed. Mr. Paggioli explained that the Check Valve replacement became a more complex issue with the regard to removal/rebuild versus a remove/and new replacement scenario. The remove/new estimate is approximately \$30,000 with a down time of a 12 hour period overnight. The remove/rebuild option would estimate is approximately \$24,500 and would likely take up to 30 days dependent upon the

parts necessary for the rebuild. The Pump Station would only be operation on one pump during this time frame, leaving the potential for an emergency situation to occur. Discussion occurred and consensus was reached in lieu of the price differential, the need for stable operation of the pump station for the users of the system was paramount. After removal/new is conducted, then the rebuild can occur and the rebuilt check valve will be stored for use in the future at the station as a spare. Formalization of funding to be conducted at next meeting once documentation is submitted.

- C) **WUCC Report of Activities-** The Eastern WUCC has convened and specific to Colchester, Colchester has reaffirmed it's desired to maintain the Corporate Limits of the Town for its ESA (Exclusive Service Area) provider status. Selectman Approved, signed and transmitted to WUCC and DPH. Continued representation. Mr. Paggioli informed the Commission of the documentation that will be submitted to WUCC concerning the Colchester syste,

9. New Business


- A. **Joint Facilities Accounting** – Discussion occurred regarding the asset of the Joint Facility Waste treatment plant and the need for the Colchester Sewer and Water Commission to be able to either refer to it, as half owner of the facility and be able to report such as an asset of the Town of Colchester in regard to audit reporting. Mr. Paggioli informed the Commission that the Joint Facility is included within the audit report of the Town of East Hampton (the other co-owner), and in discussions with CFO Maggie Cosgrove, the best means to document the co-ownership asset would be to footnote the facility within the Colchester Audit and referral to the Town of East Hampton Audit for further information, such that there is not a redundancy of financial documents and work. The Commission agreed that the issue will be brought up at the next Joint Facility's meeting and copies requested for the Town of Colchester's use.

-  B. **Recommendation of Sewer and Water Ordinance establishment.** Due to the relocation of the Sewer and Water Commissions grant of authority from a Town Chartered Board to an Ordinance Established Board within the proposed Town of Colchester Charter Revision referendum in November of 2017, the timing of the development and establishment of the Ordinance for the Sewer and Water Commission must be in place contingent upon and prior to the Charter Revision Referendum. This is required to ensure the continuity of the Commission and meeting schedule. The proposed language is attached. After discussion and typographical corrections being addressed a Motion was made by M. Egan, Seconded by R. Silberman to recommend to the Board of Selectmen the proposed Ordinance language for the establishment of the Sewer and Water Commission as a non-charter Appointed Board for the Town of Colchester. Motion passed 6-0.

10. Adjourn - Motion to adjourn, by R. Peter , second by T. Hochdorfer ; Motion approved 6-0. Chairman Coyle adjourned the meeting at 8:10 p.m.

Respectfully submitted,
James Paggioli, L.S.

Town of Colchester Interoffice Memorandum

To: Art Shilosky, First Selectman
From: James Paggioli, L.S., Director of Public Works 
CC:
Date: 09-22-17
Re: Town Streets and Road Snow Plowing Contract Recommendation RFP 2017-05

Responses for the RFP #2017-05 Town Streets and Roads Snow and Ice Control Services were received. This is for the contracting of snow and ice control truck from contractors to assigned street plow routes throughout the town. Presently there are 14 plow routes, (ten are conducted by staff and 4 are contracted out). The RFP was sent out with a similar format with a three year contract time frame, however fuel and plow cutting edges are now the responsibility of the Contractor to provide for each truck. The bids are analyzed by hourly rate and reductions for multiple trucks are requested and any guarantee minimum hours/amounts are also requested from the bidders. There were two responses from bidders. The maximum number of truck from each bidder was two.

Responses were as follows:

Name	Single Truck /hr.	Two Trucks /Hr.	Minimum Amount Guarantee per truck, Exceptions
B & B Superior Contracting	\$195.00	\$195.00	\$7,500 per truck.
Clark's Landscaping	\$200.00	\$200.00	\$7,500 per season, 30% Insurance reopener, Fuel surcharge reopener \$2.79/gal at bid time

Clark's Landscaping and B&B Superior Contracting are the companies meeting the criteria of the apparent lowest responsible bidder for the total of the four operators and trucks that are required. Each has worked with the Town of Colchester previously and I am confident in their ability to conduct the work.

Based upon the bid results, previous work history, and Town of Colchester Purchasing Policy, I recommend that the RFP 2017-05 be awarded as bid for (2) two trucks/routes to Clark's Landscaping at the bid price of \$200.00 per hour and (2) two trucks/routes to B & B Superior Contracting at the bid price of \$195.00 per hour; for a three year period as stipulated within the RFP 2017-05 response.

Proposed Motion: Hereby authorize the First Selectman to enter into a three contract, and sign all necessary documents, in accordance with the Invitation to Bid Town Street and Road Snow and Ice Control Services RFP 2017-05 dated 14 August 2017 including addendum #1, with (2) two trucks/routes to Clark's Landscaping at the bid price of \$200.00 per hour and (2) two trucks/routes to B & B Superior Contracting at the bid price of \$195.00 per hour; for a three year period as stipulated within the RFP 2017-05 response, for the winter seasons of 2017-2018, 2018-2019, and 2019-2020.

Art Shilosky



First Selectman

BID OPENING

DATE: 9/8/17

TIME: 2:01 PM

PLACE: First Selectman's Office, Suite 201, 127 Norwich Avenue, Colchester, CT 06415

BID OPENING: RFP 2017-05 TOWN SNOW + ICE Control

IN ATTENDANCE FOR THE TOWN: James Paggioli Road.

Sylvia Miller

The following companies submitted bids. Those in attendance were advised that the decision to award the bid would be made at the later date by the Board of Selectmen.

#3

COMPANY

BID AMOUNT

① Clark Landscaping LLC 1st #
(1 check) hr 200 per hr
\$1500

exceptions per fuel & Ins
escalation

2nd 200 per hr - same as above

② B&B Superior Contractors

① \$195 per hr. \$1500 min gran
no exceptions.

② \$195 per hr. same as above.

Town of Colchester
127 NORWICH AVENUE, SUITE 201 & 202
COLCHESTER, CT., 06415-1260

Art Shilosky
First Selectman

(860) 537-7220
FAX: 537-0547

Request for Proposals
Town Streets and Roads Snow and Ice Control Services
RFP #2017-05

14 August 2017

Bids shall be addressed to and received by First Selectman, Art Shilosky, 127 Norwich Avenue, Suite 201, Colchester, Connecticut. 06415 on or before 2:00 P.M. Friday 8 September 2017. Bids shall be submitted in a sealed envelope clearly marked, “ **RFP #2017-05 Town Streets and Roads Snow and Ice Control Services**”.

Bid opening shall take place at the Colchester Town Hall, Office of the First Selectman, 127 Norwich Avenue, Suite 201, Colchester, CT. 06415 at 2:00 P.M. Friday 8 September 2017. Any questions concerning this bid may be answered by contacting James Paggioli, L.S., Public Works Director at (860) 537-7288.

No right shall accrue to any person submitting a bid until such bids have been accepted and contract awarded in writing by the duly authorized representative of the Colchester Board of Selectmen. The Colchester Board of Selectmen reserves the right to reject any and all bids and to make such awards, including acceptance of other than the lowest bid, and to waive any informalities, omissions, excess verbiage, or technical defects in the Bidding, if, in the opinion of the Board of Selectmen, it would be in the best interest of the Town of Colchester to do so.

Town of Colchester
127 NORWICH AVENUE, SUITE 201 & 202
COLCHESTER, CT., 06415-1260

Art Shilosky
First Selectman

(860) 537-7220
FAX: 537-0547

INSTRUCTIONS TO BIDDERS

1. GENERAL

The Town of Colchester is soliciting bids for snow and ice control services on its Town streets and roads. It is the intention of the Town to award up to five contracts for street and road snow and ice control services to supplement Town forces for a period of up to 3 years in duration, i.e. each winter season including the winter season of 2017-2018. Each contractor will be assigned a specific plow route for the season. However, it may be necessary to modify plow routes or to assist on other plow routes from time to time at the direction of the Public Works Director or his representative. The base bid is presented as an hourly rate utilizing Town-supplied treated salt. No minimum monetary guarantee for the season is included. Contractors may submit bids for one or multiple vehicle contracts. A volume discount option is included in the event two or more contracts are entered into with a single Contractor.

SEPARATE BID FORMS SHALL BE COMPLETED FOR EACH VEHICLE SUBMITTED

2. INTERPRETATIONS OR ADDENDA

No oral interpretation will be made to any bidder as to the meaning of the Contract Documents or any part thereof. Every request for such an interpretation shall be made in writing to the Town of Colchester. Any inquiry received seven or more days prior to the date fixed for opening of bids will be given consideration. Every interpretation made to a bidder will be in the form of an Addendum to the Contract Documents, and when issued will be on posted online within the Town Of Colchester's Website and it shall be the bidders responsibility to make inquiry to the website and obtain any Addenda if issued. All such Addenda shall become part of Contract and each Bidder shall be bound by such Addenda, whether or not received by the Bidder.

3. INSPECTION OF SITE – PRE-BID CONFERENCE

A pre-bid conference will be held on Friday, 25 September 2017 at 9:00 a.m. at the Colchester Town Hall (127 Norwich Avenue, Colchester) to provide an overview of the Town's snow and ice control plan and to respond to any questions. While attendance at the pre-bid meeting is not required in order to submit a proposal, it is highly recommended.

It is the responsibility of each Bidder to fully acquaint him/herself with the general condition of the Town of Colchester streets and roads and existing conditions there, and should fully inform him/herself as to the facilities involved, the difficulties and restrictions attending the performance of the Contract. The Bidder should thoroughly examine and familiarize him/herself with the attached Specifications and all other Contract Documents. The Contractor by the execution of the Contract shall in no way be relieved of any obligation under it due to his/her failure to receive or examine any form or legal instrument or to visit the site and acquaint him/herself with the conditions there existing and the Town of Colchester will reject any claim based on the facts regarding which he/she should have been on notice.

Town of Colchester
127 NORWICH AVENUE, SUITE 201 & 202
COLCHESTER, CT., 06415-1260

Art Shilosky
First Selectman

(860) 537-7220
FAX: 537-0547

4. BIDS

A. Each bid must be submitted on the enclosed bid sheet. All blank spaces must be filled in as noted in ink and no changes shall be made in the forms or in the items mentioned therein. Erasure and other changes in the bid must be explained or noted over the initials of the bidder. In the event of any discrepancy between the written amounts and the figures, the written amounts shall govern.

B. The bidder shall sign his/her bid in the blank space provided for this purpose. If the bid is made by a partnership, or corporation, the name and address of the partnership or corporation shall be indicated, together with the names and addresses of the partners or officers. If the bid is made by a partnership, it must be acknowledged by one of the partners; if made by a corporation, by one of the officers.

C. Bidders shall furnish with their bids the following:

1. Bid Guaranty
2. Non-Collusion Affidavit of Prime Bidder
3. Statement of Bidder's Qualifications
4. Certification of Bidder Regarding Equal Employment Opportunity

D. The Town of Colchester may consider informal any bid not prepared and submitted in accordance with the provisions hereof, and may at its option waive any informalities, or accept or reject any and all bids. Any bid received after the time, date and place specified shall not be considered.

5. BID GUARANTY

- A. The bid must be accompanied by a bid guaranty which shall not be less than \$1,000 (one-thousand dollars) or 5% of the bid, whichever is greater. Bid guaranty for "per hour" bids shall be based on the bid hourly rate times 200 hours (*NOTE - this number of hours are for calculation of bid bond amount only and is in no way a guarantee of work hours or representation of future events*). The guaranty may be in the form of a Bid Bond issued by a Surety licensed in the State of Connecticut or in the form of a certified check.
- B. Revised bids submitted, before the opening of the bids, whether forwarded by mail or telegram, if representing an increase in excess of two percent (2%) of the original bid, must have the bid guaranty adjusted accordingly; otherwise the Bid will not be considered.
- C. Bid bonds or Certified checks, or the amount thereof, of unsuccessful bidders, will be returned as soon as practicable after the opening of the bids.

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6. NON-COLLUSIVE AGREEMENT

Each bidder submitting a bid to the Town of Colchester for any portion of the work contemplated by the documents on which bidding is based, shall execute and attach thereto an affidavit substantially in the form herein provided, to the effect that he/she has not colluded with any other person, firm or corporation in regard to any bid submitted.

7. STATEMENT OF BIDDER'S QUALIFICATIONS

Each bidder shall, as noted in the Form of Bid, submit on the form furnished for that purpose (a copy of which is included in the Contract Documents), a statement of the bidder's qualifications, his/her experience record in performing the type of work embraced in the Contract, and his/her organization and equipment available for the work contemplated; and, when specifically requested by the Town of Colchester shall also submit a detailed financial statement. The Town of Colchester shall have the right to take such steps as it deems necessary to determine the ability of the bidder to perform his/her obligations under the contract and the bidder shall furnish the Town of Colchester all such information and data for this purpose as it may request. The right is reserved to reject any bid where an investigation of the available evidence or information does not satisfy the Town of Colchester that the bidder is qualified to carry out properly the terms of the Contract.

8. CORRECTIONS

Erasures or other changes in the Bids must be explained or noted over the signature of the bidder.

9. TIME FOR RECEIVING BIDS

Bids received prior to the advertised time of opening will be kept securely sealed. No bid received thereafter will be considered, without exception.

10. OPENING OF BIDS

At the time and place fixed for the opening of bids, the Town of Colchester will cause to be opened and publicly read aloud every bid received within the time set for receiving bids, irrespective of any irregularities therein. Bidders and other persons properly interested may be present, in person or by representative.

11. WITHDRAWAL OF BIDS

Bids may be withdrawn on written request dispatched by the bidder and received by the Town of Colchester in time for the bid opening. The bid guaranty of any bidder withdrawing his/her bid in accordance with the foregoing conditions will be returned promptly.

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12. AWARD OF CONTRACT; REJECTION OF BIDS

A. The contract will be awarded within sixty (60) days after the date of the bid opening, to the lowest qualified responsible bidder complying with the conditions of the Invitation for Bids. The bidder(s) to whom the award(s) is/are made will be notified at the earliest possible date. The Town of Colchester, however, reserves the right to reject any and all bids or to waive any informality in submitted bid documents whenever such rejection or waiver is in its interest.

B. The Town of Colchester reserves the right to consider as unqualified to do the work required by these Contract Documents any bidder who does not habitually perform with his/her own forces and equipment the major portions of the work involved in these Contract Documents.

C. The ability of any bidder to obtain a bid bond will not be regarded as the sole test of such bidder's competency or responsibility.

D. The Town of Colchester will not award the Contract to any contractor who, at the time of the award, is ineligible for such contract under the provisions of any applicable regulations issued by the Secretary of Labor, United States Department of Labor, or is not qualified under applicable State and local laws and regulations.

E. If the contract is awarded, it will be awarded by the Town of Colchester to the lowest qualified responsible bidder(s). The contract will require the completion of work in accordance with the Contract Documents.

13. EXECUTION OF AGREEMENT

A. Subsequent to the notice of award and within ten (10) days after the prescribed forms are presented for signature, the successful bidder shall execute and deliver to the Town of Colchester the Agreement in the form included in the Contract Documents, in such number of copies as the Town of Colchester shall require.

B. The failure of the successful bidder to execute such Agreement and to supply the insurance policies required in the section INSURANCE of the GENERAL CONDITIONS within ten (10) days after the prescribed forms are presented for signature, or within such extended period as the Town of Colchester grant based upon reasons determined sufficient by the Town of Colchester, shall constitute a default and the bidder's bid bond or guaranty shall be forfeited to the Town of Colchester as liquidated damages. The Town of Colchester may either award the Contract to the next lowest responsible bidder(s) or re-advertise for bids, and may charge against the defaulting bidder the difference between the amount of the bid and the amount for which a contract for the work is subsequently executed, irrespective of whether the favorable Bid is received by re-advertising, the defaulting bidder shall have no claim against the Town of Colchester for a refund.

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14. NOTICE TO PROCEED

A notice to proceed will be issued by the Town of Colchester within ten (10) calendar days after the execution of the Contract by the Town or the deposit of the required bonds and insurance policies whichever is later.

15. EQUAL EMPLOYMENT OPPORTUNITY

The successful Contractor shall agree that he/she will not refuse to hire or employ or to bar or to discharge from employment an individual, or to discriminate against him/her in compensation or ill terms, conditions or privileges of employment because of race, color, religious creed, age, sex, national origin, or ancestry, except in the case of a bona fide occupational qualification or need. The terms stated above are taken from Section 31-126 of the Connecticut General Statutes "Unfair Employment Practices".

16. TAXES

Bids should not include federal excise or state sales taxes, as Town of Colchester is exempt from payment of any such taxes.

17. INSURANCE REQUIREMENTS:

The vendor shall maintain for the life of the Contract the insurance coverage set forth below for each accident provided by insurance companies authorized to do business in the State of Connecticut with a rating by AM Best of "A" or better. A certificate of insurance indicating these amounts, and listing the Town of Colchester as additional insured, must be submitted at the time of award.

A. Commercial General Liability

Limits of Liability: Each Occurrence - \$1,000,000

General Aggregate - \$3,000,000

- includes coverage for:

1. Products/Completed Operations.
2. Contractual Insurance.
3. Broad Form Property Damage.
4. Independent Contractors.
5. Personal Injury.
6. Premises-Operations.

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17 . Insurance Requirements (Continued)

B. Auto Liability - Combined Single Limit \$1,000,000

C. Excess/Umbrella Liability

Each Occurrence - \$5,000,000

General Aggregate - \$5,000,000

D. Owners Contractors Protective Liability (OCP) in the name of The Town of Colchester:

Each Occurrence - \$1,000,000

General Aggregate - \$1,000,000

E. Worker's Compensation - Statutory

F. The Town of Colchester shall be listed as additional insured on Commercial General Liability policies.

G. The contract of insurance shall provide for notice to the Town of cancellation of insurance policies thirty (30) days before such cancellation is to take effect.
The contractor shall defend, save harmless and indemnify the Town of Colchester, its officers, agents, employees, and assigns from any damages resulting from any challenge to the legality of the bid process or any of the documents used here, including, but not limited to, the Request for Proposals or Contract Agreements. In addition, the contractor agrees to indemnify and hold harmless the Town of Colchester and each of their respective members, employees, officers and agents from and against any claims, demands, losses, costs or liabilities for personal injury or property damage or any other loss which may result from the contractor's performance or lack of performance of the Contract. Such "losses" shall include all reasonable attorney's fees and costs incurred in the representation of the Town, or any of their respective members, officers, employees, sub-committees of the Town or agents in any suit or claim arising from the contractor's performance or lack of performance of the Contract or arising from the enforcement of this provision.

Note: There will be no exception allowed for the separate payment of Excess Umbrella Insurance premium costs, all costs shall be included within the hourly rate.

18. NOTICE TO BIDDERS

The bidder understands by signing this bid that the Town of Colchester shall reject any bid that has lump sum prices or unit prices which are, in the opinion of the purchasing agent are obviously unrealistic with comparable services. The bidder is required to calculate the value of the various bid items on the basis of reasonable labor, material, equipment, pro-rata profit and pro-rata overhead cost to perform the work described in the contract documents.

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BASE BID FORM
Complete Separate Forms for Each Vehicle Submitted

The bid is presented as an hourly base price with two options:

Vehicle Make _____ Vehicle Model _____

Vehicle Year _____ Vehicle Registration No. _____

Vehicle ID No. _____ US DOT No. _____

Gross Vehicle Weight Rating _____

Front Axle Weight Rating _____ Rear Axle Weight Rating _____

Dressed (incl. plow and sander) Light Weight _____
(provide mechanical weight slip for verification)

Please attach copies of:

- o Vehicle Registration
- o Flashing Light/Siren Permit (amber)
- o Third Party - DOT Inspection Report
- o Proof of compliance with Federal Alcohol and Controlled Substance Program
- o CT CDL for all potential operators of vehicle
- o Insurance Certificate

Price for: _____ Base Hourly Price*

35,000 lb. and greater GVWR with driver, plow, and sander; \$ _____

Hourly Price in words: _____

*NOTE - Base Hourly Bid includes Contractor USING Town-supplied treated salt. The contractor shall supply, change, and maintain their own plow cutting edges, at their own facilities. Contractors shall supply their own vehicle fuel for use prior to and throughout storm events.

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Price Change
(Show + or -) from
Base Hourly Bid

Contractor MUST complete EITHER/BOTH Option 1 or Option 2

Option 1 –If Contractor requires minimum annual guarantee.
(Note guarantee amount and any change in base hourly bid price)

\$ _____
Guarantee amount

\$ _____
Change in base hourly bid price

Option 2 – Multi-vehicle (volume) discount if two or more contracts are awarded to the same Contractor

Reduction in Base Hourly Bid -\$- _____

Treated salt is located at the Public Works Garage, 300 Old Hartford Road, Colchester.

Contractor shall maintain a record of the quantity of salt (obtained and) used for each event.

Prospective bidders, at their discretion, may bid on any one or both of the options presented.

NOTE: Identify "No Bid" if submitter chooses not to bid on an option.

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EXCEPTIONS

The undersigned bidder proposes the following Exceptions to the Specifications for Town Street and Road Snow and Ice Control Services.

Any price change related to the said Exceptions are specifically stated herewith. Supplementary data submitted with the proposal describes the Exceptions in detail.

Note: There will be no exception allowed for the separate payment of Excess Umbrella Insurance, all costs shall be included within the hourly rate.

Exception

Price Change
(Show + or -)

Name (Print) _____ Phone _____

Sign _____ Date _____

Title _____

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THE UNDERSIGNED FURTHER DECLARES that the signer of this Proposal is:

A. An INDIVIDUAL doing business as:

B. A PARTNERSHIP doing business as:

C. A CORPORATION entitled:

Organized under the laws of the State of: _____

And having its principal offices at: _____

The names of all partners of a partnership or the principal officers of a corporation must be submitted upon request.

MAILING ADDRESS OF BIDDER:

(Street) _____

(Town/City) _____ (State) _____ (Zip) _____

(Telephone) _____

(Email) _____

SIGNATURE OF BIDDER:

(Name of Individual, Partnership, or Corporation)

BY: _____ (Date) _____

(Signature of Authorized Representative)

(Title) _____

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NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____)
County of _____)
SS. _____, being first duly sworn,

deposes and says that:

1. He/she is (owner, partner, officer, representative, or agent) of _____ the bidder that has submitted the attached bid.
2. He/she is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not collusive or sham Bid;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representative, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached Bid or of any other bidder, or to fix any overhead, profit or cost element of the bid prices or the Bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Town of Colchester or any person interested in the proposed Contract;
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant; and
6. That no Town Official or employee or person whose salary is payable in whole or in part from the Town Treasury is directly or indirectly interested in the Bid, or in the supplies, materials, equipment, work or labor to which it relates, or in any of the profits thereof.

(Signed) _____

(Title) _____

Subscribed and sworn to before me this _____ day of _____, 2017.

(Title)

My commission expires _____

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STATEMENT OF BIDDER'S QUALIFICATIONS

(To be submitted by the Bidder with the Bid)

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary questions may be answered on separate attached sheets. The Bidder may submit any additional information he/she desires.

1. Name of Bidder: _____

2. Bidder's Tax Identification Number: _____

3. Permanent Main Office Address: _____

4. When Organized: _____

5. If a Corporation, Where Incorporated: _____

6. How many years have you been engaged in snow and ice control work under your present firm or trade name? _____

7. Contracts on hand: (Schedule these, showing gross amount of each contract and the duration of the contract).

8. General character of work performed by you:

9. Have you ever failed to complete any work awarded to you? If so, where and why:

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10. Have you ever defaulted on a contract? If so, where and why.

The undersigned hereby authorizes and requests any persons, firm, or corporation to furnish any information requested by the Town of Colchester in verification of the recitals comprising this statement of the Bidder's qualifications.

Dated at _____ this _____ day of _____ 2017.

(Name of Bidder)

By: _____

Title: _____

State of _____)

County of _____)

_____ being duly sworn, deposes and says that

he/she is of _____
(company name)

and that he/she answers to the foregoing questions and all statements therein are true and correct.

Subscribed and sworn to before me this _____ day of _____ 2017

(Notary Public)

My Commission Expires: _____

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AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2017, by and between _____ herein after called the "Contractor", and the Town of Colchester.

WITNESSETH, that the Contractor and the Town of Colchester for _____ (\$ _____) and considerations stated herein mutually agree as follows:

Article 1. Statement of Work. The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and service, including utility and transportation service, and perform and complete in an efficient and workmanlike manner all work required for snow and ice control in strict accordance with the Contract Documents, including all Addenda, thereto, all as prepared by the Town of Colchester.

Article 2. The Contract Price. The Town of Colchester will pay the Contractor for the performance of the Contract in current funds for the total quantities of work performed at the unit prices or lump sum prices stipulated in the Bid for the several respective items of work completed subject to additions and deductions as provided in the section.

Article 3. Contract. The executed contract documents shall consist of the following:

a. This Agreement & Bonds	e. Notice of Award
b. Addenda	f. General Conditions
c. Invitations for Bids	g. Supplemental Conditions
d. Instruction to Bidders	h. Signed Copy of Bid

THIS AGREEMENT, together with other documents enumerated in this Article 3, which said other documents are as fully a part of the Contract as if thereto attached or herein repeated, form the Contract between the parties thereto. In the event that any provision in any component part of this Contract conflicts with any other component part, the provision of the component part first enumerated in this Article 3, shall govern, except as otherwise specifically stated.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in four (4) original copies on the day and year first above written.

Attest: _____
(Contractor)

By: _____
(Name)

(Title)

Attest: TOWN OF COLCHESTER

By: _____
(Name)

(Title)

Certification of Corporate Contractor

I, _____, certify that I am the _____

of the corporation named as Contractor herein; that _____ who signed this Agreement on behalf of the contractor, was then _____ of said corporation; that said Agreement was duly signed for and on behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

Corporate Seal

(Signature)

(Corporation)

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SUPPLEMENTAL CONDITIONS

The following supplemental conditions shall modify, delete, and/or add to the General Conditions. Where any article, paragraph, or subparagraph in the General Conditions is supplemented by one of the following paragraphs, the provisions of such article, paragraph, or subparagraph shall remain in effect and the supplemental conditions shall be considered as added thereto. Where any article, paragraph, or subparagraph in the General Conditions is amended, voided, or superseded by any of the following paragraphs, the provision of such article, paragraph, or subparagraph not so amended, voided, or superseded shall remain in effect.

1. SCOPE OF WORK

The submitting Contractor shall provide truck(s), complete with operator, plow, and de-icing equipment to assist the Town Public Works Department in performing winter road snow and ice control maintenance activities. Requirements of Contractors performing these duties are described below:

The Contractor furnishing the service has complete responsibility for equipment and labor being used and will furnish all maintenance and repair for that equipment. Under each contract, the Contractor will receive assignments by the Public Works Director and will be called for their services by him, or his designee. Trucks must be fully equipped and ready for use by October 24th of each contract year. Furthermore, the rented trucks must be kept available for winter snow and ice control activities up to May 7th of each contract year unless the Public Works Director is in a position to release any specified truck before that date. The Town reserves the right to cancel any truck, or contract due, if said truck(s) is (are) not fully equipped and ready for use by 24th November of the contract year.

Contractors will be contacted by telephone, at a number designated by the contractor, by the Town as required. However, it is anticipated the Contractors will be called in for winter road maintenance activities at the same time Town Public Works Highway Division employees are called. The Town is not responsible for failure to contact a Contractor. The Contractor shall be responsible for the availability of the truck for plowing and sanding operations and for the return of all necessary paperwork (including Insurance Certificates).

The number of hours of use of the trucks during the contract period will vary with the number and type of storms in each winter season. Trucks will be used whenever required – up to and including, 7 days a week, including nights, and all observed holidays- and will be contacted for services when prevailing conditions warrant, at the discretion of the Town.

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2. EQUIPMENT

Trucks to be considered for winter snow maintenance activities shall be rated for 35,000 lbs. and over GVWR. Contractors are to furnish each truck with appropriately licensed operator(s) and equipped with hoist, snowplow, and all equipment satisfactory to the Town. All trucks plows shall have moldboards to be minimum length of 11 ft., minimum height 36 in. Trucks must also be equipped with auxiliary lights, adjusted headlights and flashing amber lights in accordance with Town requirements and in conformity with Connecticut General Statutes. The spreader shall be hopper type unit or a unit of new design (such as a driver side discharge body), as acceptable to the Town with a minimum 5 cubic yard (9 ft. length) capacity capable of spreading de-icing materials at various widths and at the application rates needed. The Town reserves the right to give preference to hydraulically operated spreaders and plow systems when selecting trucks for use. Contractor trucks must be equipped with adequate defrosting devices to ensure safe and continuous operation of the trucks throughout the rental period regardless of conditions that may exist.

3. RENTAL PERIOD

The rental period starts from the time that services are requested for work after being contacted by the Public Works Director, or his representative, when there is an unscheduled called-in. The rental period starts from the time the truck reports for work as ordered by the Public Works Director, or his representative, when there is a scheduled called-in. The rental period will continue until the Public Works Director or his representative releases the Contractor from its assignment. No overtime rates will be awarded or paid. The Town will guarantee a minimum of four (4) hours for each truck called out and reporting to work as outlined in this contract. Return calls for the same, or continued storm, will be counted as one call in for the purpose of meeting the four hour minimum. Rental time will be computed to the nearest one-quarter hour after the minimum four-hour period.

4. TRAVEL TIME

Contractor will be allowed a maximum one-half hour travel time from the time of an unscheduled call-in to the time of reporting at the Town Garage to begin plowing activities. Failure to report within the one-half hour travel time will result in the rental period starting at the time of arrival. A total maximum one-hour travel time will be allowed. Failure to report within the total maximum one-hour allowed will void the guarantee minimum. Extenuating circumstances will be reviewed and considered on a case-by-case basis.

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5. PAYMENT AND REPAIRS

Trucks are anticipated to be contracted for the season as outlined in Section 1 of "Supplemental Conditions". Therefore, delays in reporting or failure to report when services are requested will result in a penalty to the Contractor. The penalty will be up to the maximum number of hours such service is required during the storm multiplied by the contracted hourly rate. Penalties will be deducted from outstanding payments due to the Contractor or will be billed to the Contractor if payments have been made in full.

There will be no payment for an inoperable truck during periods of storm activities due to a breakdown (vendor's vehicle is not actively engaged in snow plowing operations, after reporting to his or her work location). In the event a Contractor's spreader breaks down and the truck is able to plow, or the plow breaks and the Contractor is able to spread material, the Town may elect to allow the Contractor to continue to operate at a reduced hourly rate. Contractors are responsible for notifying the Town immediately following any breakdown of equipment.

Plow blade cutting edges changed during a storm will be allowed up to a maximum of 2 hours without penalty. Blades will be changed at Contractors own facilities. Any additional time will be considered as a breakdown. There will be no payment for time out for meals or for the cost of meals. The Contractor shall take a meal break of one-half hour when directed by the Public Works Director or his representative. Contractors shall perform all repairs quickly to avoid extended periods of breakdown. Breakdowns which render the vehicle unusable for an extended period (one week or more) will be reviewed on a case-by-case basis for repair options and impact on the Town's operations. Significant breakdowns may result in voiding the contract, or reduction or elimination of the guaranteed minimum payment.

6. INSPECTION

Within six (6) months prior to being called for winter maintenance activities, the Contractor shall have the vehicle properly inspected in accordance with Department of Transportation by a licensed 3rd party repair facility and provide said verification of each inspection to the Town. In addition, the Contractor shall make the vehicle (equipped with plow and sander) available for inspection (with all lower backing plates removed) by Town Maintenance personnel. Such inspection shall take place the 1st week in October of each contract year at the Town Public Works Garage and will occur between the hours of 7:00 a.m. and 3:30 p.m. Monday through Friday. The Contractor will be notified of any identified deficiencies. Such deficiencies shall be corrected by the Contractor and re-inspected prior to the Contractor being allowed to perform winter maintenance activities.

7. STANDARDS

The Contractor shall supply equipment which complies with the current Connecticut Occupational Safety and Health Standards, Volume I, General Industry Standards, Volume II, Construction Safety and Health Regulations, and with current Department of Environmental Protection rules and regulations, where applicable, at no extra cost.

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8. ACCIDENTS AND DAMAGE

The contractor shall report all accidents involving injury or major damage immediately after occurrence to the Colchester Police Department and Public Works Director, or his designee.

Damage to mail boxes, curbing, pavement, grates, guard rails, etc. shall be reported at the earliest opportunity, but not later than 4 hours after occurrence.

Damages noted above will be reviewed by the Public Works Director as necessary. Repeated or frequent damage to property may result in the contractor being responsible for repair or replacement. Final payment may be withheld if replacement or repairs are required and deemed excessive from normal operations by the Public Works Director.

Accidents and/or damage to private vehicles should be reported to the Colchester Police Department immediately.

9. PAYMENT TO CONTRACTOR

Contractor shall submit written invoices showing date, time of call in, time of release, total hours, contract rate, and total charge to the Public Works Director, 127 Norwich Avenue, Colchester CT. 06415 no later than 12:00 (noon) on the 1st Thursday in December and every second week thereafter when charges have been accrued). All attempts will be made to have payment three weeks following invoice submittal.

10. SERVICE CONTRACT REQUIREMENTS

Contractor must be a licensed contractor in the State of Connecticut and a copy of the license must be submitted to the Public Works Director before work can commence.

Drivers must have a minimum of 2 years' experience the type of work outlined in the bid document. Bidder must submit at least 2 current references where similar work was performed by the bidder.

Contractor must provide twenty-four (24) hour service and maintain a telephone service for response to emergency service calls for 24 hours a day, 7 days a week. Communication from office to workers in the field must be maintained by cell phone, body beepers, or other related communication equipment in order to make immediate response to emergency calls.

11. CONTRACTED AREAS

Contractors will be issued a defined street/road route, and routebook for other routes, for which they will be responsible. From time to time, the routes may change or the Contractor may be required to supplement other contractors or municipal works routes at the discretion of the Public Works Director or his designee

Town of Colchester
127 NORWICH AVENUE, SUITE 201 & 202
COLCHESTER, CT., 06415-1260

Art Shilosky
First Selectman

(860) 537-7220
FAX: 537-0547

12. FAIR EMPLOYMENT PRACTICES

The successful Contractor shall agree that he/she will not refuse to hire or employ or to bar or to discharge from employment an individual, or to discriminate against him/her in compensation or ill terms, conditions or privileges of employment because of race, color, religious creed, age, sex, national origin, or ancestry, except in the case of a bona fide occupational qualification or need. The terms stated above are taken from Section 31-126 of the Connecticut General Statutes "Unfair Employment Practices".

13. SAFETY

The Contractor shall perform all work in accordance with the latest governmental safety regulations and including, but not limited to, the Department of Labor, Office of Safety and Health Administration regulations, and after suggested practices.

The Contractor's attention is brought to the fact that this work is being conducted on public land and sufficient measures must be taken to ensure the safety of the public during all snow and ice control activities. Any costs associated with safety measures shall be included in the cost of the project.

14. LAWS

All work shall be in conformance with any and all applicable laws of the Federal Government, State of Connecticut, and the Town of Colchester relating to the Contract and are hereby included by reference.

15. MOBILIZATION AND DEMOBILIZATION

No separate payment shall be made for this work and all costs incurred shall be considered to be included in the contract bid prices.



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

September 28, 2017

To: Colchester Board of Selectmen

From: Randy Benson, Town Planner

Re: Discussion and Possible Action on Public Act 17-155 for Temporary Health Care Structures

The State of Connecticut has enacted Public Act 17-155 for temporary health care structures to provide temporary housing for persons that are physically or mentally impaired as determined under Section 1, item 2 of the Act. The purpose of the Act is to require municipalities to allow these structures on a property that is zoned for single family residential providing they meet the provisions as stated in the Act. All municipalities can either take no action which means the Act will go into effect on October 1, 2017 or, the municipality can opt out of the Act providing a Public Hearing is held by the Planning and Zoning Commission and the Commission votes to opt out and make a recommendation to the legislative body of the town to opt out of the Act. The legislative body then must vote to opt out of the Act if they determine they do not want to allow the provisions of the Act.

There are many issues that arise from Act. The Planning and Zoning Commission, at their Sept. 27, 2017 meeting, held a public hearing to discuss and take possible action as required in the Act. The Planning and Zoning Commission, at the close of the public hearing, voted to opt out of Public Act 17-155 for the following reasons:

1. The time limit for approval is too restrictive
2. The required bond of \$50,000 is burdensome to those that would require this use.
3. The current need of this type of temporary health care structure is minimal in Colchester.
4. The type of person who would need this type of structure would be better served in the main residence.

The Planning and Zoning Commission also made a recommendation the Town of Colchester Board of Selectman to vote to opt out of the provisions of Public Act 17-155 regarding the authorization for temporary health care structures.

RECOMMENDED MOTION:

Motion that the Town of Colchester approve to opt out of Public Act 17-155 for the installation of temporary health care structures as recommended by the Colchester Planning and Zoning Commission.

MEMO

To: Colchester Planning and Zoning Commission

From: Randy Benson, Town Planner

DATE: 9/8/17

Re: Temporary Health Care Structures

The State of Connecticut passed new legislation (Public Act 17-155), concerning temporary health care structures. The new Act is to become effective October 1, 2017. The intent of the Act is to provide temporary housing for a mentally or physically impaired person to reside in where a caregiver can provide care at the property. The property must be zoned for single family residential and owned by either the caregiver or the impaired person.

The Act has provisions in it that would not only has time constraints for the approval process but also has provisions for enforcing the use of the temporary health care structure. One of the main problems with the Act is it requires the Town to either approve or deny the application within 15 days of the submittal of the application. The issue with the approval in particular is that the State of Connecticut Department of Health requires that each building be served by a separate septic system unless the State Commissioner of Health Services grants an exception to regulations. This requirement would mean an applicant would have to get approval from the State Department of health unless they were willing to installation an additional septic system on the property to serve the temporary health care structure. The requirement for the state Department of Health approval could well exceed the 15 day requirement to approve or deny the permit. Also the granting of the exception by the State Commissioner of Health is meant to be granted in circumstances where there are factors such as space limitations where there would not room for a second septic system. This issue has a large impact on whether a temporary health care structure could be placed on a property because most of the properties in Colchester that are uses for single family residential are served by a private septic system.

The second issue that would arise in permitting the health care structures is of enforcement. The Act give the Town the ability to develop regulations to govern the use of temporary health care structures but it still become a policing and enforcement issue to determine the temporary health care structures are being used in compliance with the local regulations and the Act. The concern by staff is there is really no way to determine if the temporary health care structure is being used appropriately unless periodic inspections are done. Also unless the Town requires a large bond to be posted, which the act allows for the Town to request up to a \$50,000 bond, having the structure removed could become an enforcement issue. Requiring a property owner to post such a large bond I believe would place a financially hardship on the property owner but without it, getting the temporary health care structure removed from the property after it is no longer

use could become an enforcement action. A property owner will be making a substantial investment to have a temporary health care structure installed on the property and, in my opinion, they may not be willing to have the structure removed within the time requirements under the Act.

The placement of a temporary health care structure on a property in theory is a benefit to a property owner who has a family member or another person they are caring for but, but in a practical sense a person who is mentally or physically impaired would likely live in the main house where they could have immediate supervision if required. The Act only allows for one mentally or physically impaired person to live in the temporary health care structure and not with a care giver that would be providing them assistance. The Act does not allow the care taker to live in the temporary health care structure which, in my opinion, would give the property owner the opportunity to have a caregiver on the property to assist in care for the mentally or physically disabled person but give the caregiver their own living quarters where it may not be possible within the single family home due to lack of space or other constraints.

The Act allows for a municipality to opt out of the provision of the Act by a vote of its legislative body. A public hearing must be first held by the Planning and Zoning Commission in accordance with section 8-7d of the General Statutes and the Commission would affirmatively vote to opt out of the provisions of the Act and not permit temporary health care structures. The Planning and Zoning Commission must state upon the record their reasons why they do not want allow temporary health care structures. The Commission would then make a recommendation to the Board of Selectman to vote to opt out of the provisions of this Act regarding authorization for the installation of temporary health care structures. If the Board of Selectman do no vote to opt out then the provisions of this Act will remain in effect. If the Planning and Zoning Commission decides not to vote to opt out or if the vote to opt out fails, then staff would recommend that the Town of Colchester draft regulations to address temporary health care structures as they are permitted in the Act.



Substitute Senate Bill No. 922

Public Act No. 17-155

AN ACT CONCERNING TEMPORARY HEALTH CARE STRUCTURES.

Be it enacted by the Senate and House of Representatives in General Assembly convened:

Section 1. (NEW) (*Effective October 1, 2017*) (a) For the purposes of this section:

(1) "Caregiver" means a relative, legal guardian or health care agent who is responsible for the unpaid care of a mentally or physically impaired person.

(2) "Mentally or physically impaired person" means a person who requires assistance, as certified in writing by a physician licensed in this state, with two or more activities of daily living, including, but not limited to, bathing, dressing, grooming, eating, meal preparation, shopping, housekeeping, transfers, bowel and bladder care, laundry, communication, self-administration of medication and ambulation.

(3) "Temporary health care structure" means a transportable residential structure that provides an environment in which a caregiver may provide care for a mentally or physically impaired person and that (A) is primarily assembled at a location other than the site of installation, (B) has one occupant who is the mentally or physically impaired person, (C) is not larger than five hundred gross

Substitute Senate Bill No. 922

square feet, (D) is not placed on or attached to a permanent foundation, and (E) complies with the applicable provisions of the State Building Code, Fire Safety Code and Public Health Code.

(b) A temporary health care structure shall be allowed as an accessory use in any single-family residential zoning district on a lot zoned for single-family detached dwellings that is owned by a caregiver or mentally or physically impaired person and used as his or her residence. Such structures shall comply with all setback requirements, coverage limits and maximum floor area ratio limitations that apply to accessory structures in such zoning district as of October 1, 2017.

(c) No person shall install a temporary health care structure without first obtaining a permit from the municipality in which the structure will be installed, for which the municipality may charge a fee not to exceed two hundred fifty dollars and an annual permit renewal fee not to exceed one hundred dollars. The municipality shall not be required to hold a public hearing on the permit application and shall either approve or deny the permit not later than fifteen business days after the permit application is submitted to the municipality by the applicant. The municipality shall not deny the permit if the applicant provides proof of compliance with this section. The applicant shall send notice of the permit application, by certified or registered mail, to each person appearing of record as an owner of property which abuts the property upon which the temporary health care structure is proposed to be installed. The notice shall be sent not later than three business days after the permit application is submitted to the municipality by the applicant.

(d) The municipality may require a temporary health care structure installed pursuant to this section to be accessible to emergency vehicles and be connected to private water or septic systems or to water, sewer and electric utilities that serve the primary residence.

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(e) Not more than one temporary health care structure shall be installed on a lot zoned for a single-family detached dwelling.

(f) No signage advertising or otherwise promoting the existence of the temporary health care structure shall be permitted either on the exterior of the structure or elsewhere on the lot.

(g) Following issuance of such permit, the municipality may require that the applicant provide written evidence of compliance with this section as long as the temporary health care structure remains on the property. Evidence of compliance may be obtained through an inspection by the municipality of the temporary health care structure at reasonable times convenient to the caregiver.

(h) Any temporary health care structure installed pursuant to this section shall be removed not later than one hundred twenty days after the mentally or physically impaired person no longer occupies the structure or no longer qualifies as a mentally or physically impaired person. Upon issuance of the permit authorizing such structure, the municipality may require the applicant to post a bond in an amount not exceeding fifty thousand dollars to ensure compliance with this subsection.

(i) The municipality may revoke a permit issued pursuant to subsection (c) of this section if the permit holder violates any provision of this section.

(j) A municipality, by vote of its legislative body or, in a municipality where the legislative body is a town meeting, by vote of the board of selectmen, may opt out of the provisions of this section and the provision of subsection (a) of section 8-2 of the general statutes, as amended by this act, regarding authorization for the installation of temporary health care structures, provided the zoning commission or combined planning and zoning commission of the

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municipality: (1) First holds a public hearing in accordance with the provisions of section 8-7d of the general statutes on such proposed opt-out, (2) affirmatively decides to opt out of the provisions of said sections within the period of time permitted under section 8-7d of the general statutes, (3) states upon its records the reasons for such decision, and (4) publishes notice of such decision in a newspaper having a substantial circulation in the municipality not later than fifteen days after such decision has been rendered.

Sec. 2. Subsection (a) of section 8-2 of the general statutes is repealed and the following is substituted in lieu thereof (*Effective October 1, 2017*):

(a) The zoning commission of each city, town or borough is authorized to regulate, within the limits of such municipality, the height, number of stories and size of buildings and other structures; the percentage of the area of the lot that may be occupied; the size of yards, courts and other open spaces; the density of population and the location and use of buildings, structures and land for trade, industry, residence or other purposes, including water-dependent uses, as defined in section 22a-93, and the height, size and location of advertising signs and billboards. Such bulk regulations may allow for cluster development, as defined in section 8-18. Such zoning commission may divide the municipality into districts of such number, shape and area as may be best suited to carry out the purposes of this chapter; and, within such districts, it may regulate the erection, construction, reconstruction, alteration or use of buildings or structures and the use of land. All such regulations shall be uniform for each class or kind of buildings, structures or use of land throughout each district, but the regulations in one district may differ from those in another district, and may provide that certain classes or kinds of buildings, structures or uses of land are permitted only after obtaining a special permit or special exception from a zoning commission,

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planning commission, combined planning and zoning commission or zoning board of appeals, whichever commission or board the regulations may, notwithstanding any special act to the contrary, designate, subject to standards set forth in the regulations and to conditions necessary to protect the public health, safety, convenience and property values. Such regulations shall be made in accordance with a comprehensive plan and in adopting such regulations the commission shall consider the plan of conservation and development prepared under section 8-23. Such regulations shall be designed to lessen congestion in the streets; to secure safety from fire, panic, flood and other dangers; to promote health and the general welfare; to provide adequate light and air; to prevent the overcrowding of land; to avoid undue concentration of population and to facilitate the adequate provision for transportation, water, sewerage, schools, parks and other public requirements. Such regulations shall be made with reasonable consideration as to the character of the district and its peculiar suitability for particular uses and with a view to conserving the value of buildings and encouraging the most appropriate use of land throughout such municipality. Such regulations may, to the extent consistent with soil types, terrain, infrastructure capacity and the plan of conservation and development for the community, provide for cluster development, as defined in section 8-18, in residential zones. Such regulations shall also encourage the development of housing opportunities, including opportunities for multifamily dwellings, consistent with soil types, terrain and infrastructure capacity, for all residents of the municipality and the planning region in which the municipality is located, as designated by the Secretary of the Office of Policy and Management under section 16a-4a. Such regulations shall also promote housing choice and economic diversity in housing, including housing for both low and moderate income households, and shall encourage the development of housing which will meet the housing needs identified in the state's consolidated plan for housing and community development prepared pursuant to section 8-37t and

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in the housing component and the other components of the state plan of conservation and development prepared pursuant to section 16a-26. Zoning regulations shall be made with reasonable consideration for their impact on agriculture, as defined in subsection (q) of section 1-1. Zoning regulations may be made with reasonable consideration for the protection of historic factors and shall be made with reasonable consideration for the protection of existing and potential public surface and ground drinking water supplies. On and after July 1, 1985, the regulations shall provide that proper provision be made for soil erosion and sediment control pursuant to section 22a-329. Such regulations may also encourage energy-efficient patterns of development, the use of solar and other renewable forms of energy, and energy conservation. The regulations may also provide for incentives for developers who use passive solar energy techniques, as defined in subsection (b) of section 8-25, in planning a residential subdivision development. The incentives may include, but not be limited to, cluster development, higher density development and performance standards for roads, sidewalks and underground facilities in the subdivision. Such regulations may provide for a municipal system for the creation of development rights and the permanent transfer of such development rights, which may include a system for the variance of density limits in connection with any such transfer. Such regulations may also provide for notice requirements in addition to those required by this chapter. Such regulations may provide for conditions on operations to collect spring water or well water, as defined in section 21a-150, including the time, place and manner of such operations. No such regulations shall prohibit the operation of any family child care home or group child care home in a residential zone. No such regulations shall prohibit the use of receptacles for the storage of items designated for recycling in accordance with section 22a-241b or require that such receptacles comply with provisions for bulk or lot area, or similar provisions, except provisions for side yards, rear yards and front yards. No such regulations shall unreasonably

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restrict access to or the size of such receptacles for businesses, given the nature of the business and the volume of items designated for recycling in accordance with section 22a-241b, that such business produces in its normal course of business, provided nothing in this section shall be construed to prohibit such regulations from requiring the screening or buffering of such receptacles for aesthetic reasons. Such regulations shall not impose conditions and requirements on manufactured homes having as their narrowest dimension twenty-two feet or more and built in accordance with federal manufactured home construction and safety standards or on lots containing such manufactured homes which are substantially different from conditions and requirements imposed on single-family dwellings and lots containing single-family dwellings. Such regulations shall not impose conditions and requirements on developments to be occupied by manufactured homes having as their narrowest dimension twenty-two feet or more and built in accordance with federal manufactured home construction and safety standards which are substantially different from conditions and requirements imposed on multifamily dwellings, lots containing multifamily dwellings, cluster developments or planned unit developments. Such regulations shall not prohibit the continuance of any nonconforming use, building or structure existing at the time of the adoption of such regulations. Such regulations shall not provide for the termination of any nonconforming use solely as a result of nonuse for a specified period of time without regard to the intent of the property owner to maintain that use. Unless such town opts out, in accordance with the provisions of subsection (j) of section 1 of this act, such regulations shall not prohibit the installation of temporary health care structures for use by mentally or physically impaired persons in accordance with the provisions of section 1 of this act if such structures comply with the provisions of said section. Any city, town or borough which adopts the provisions of this chapter may, by vote of its legislative body, exempt municipal property from the regulations prescribed by the zoning commission of such city, town or

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borough; but unless it is so voted municipal property shall be subject to such regulations.

Approved July 6, 2017

*On-Site Sewage Disposal Systems with Design Flows of 5,000 Gallons per Day or Less and
Non-Discharging Toilet Systems*

19-13-B103d. Minimum requirements

- (a) Each subsurface sewage disposal system shall be constructed, repaired, altered or extended pursuant to the requirements of this section unless an exception is granted in accordance with the following provisions:
- (1) A local director of health may grant an exception, except with respect to the requirements of Section 19-13-B103d (d) and Technical Standard IIA, for the repair, alteration, or extension of an existing subsurface sewage disposal system where he determines the repair, alteration or extension cannot be affected in compliance with the requirements of this section and upon a finding that such an exception is unlikely to cause a nuisance or health hazard. All exceptions granted by the local director of health shall be submitted to the Commissioner Health Services within thirty days after issuance on forms provided by the Department.
 - (2) **The Commissioner of Health Services may grant an exception to the requirements of Section 19-13-B103d (d) upon written application and upon a finding that:**
 - (A) **A central subsurface sewage disposal system serving more than one building is technically preferable for reasons of site limitations, or to facilitate construction, maintenance or future connection to public sewers, or;**
 - (B) A subsurface sewage disposal system not located on the same lot as the building served is located on an easement attached thereto. Such easement shall be properly recorded on the land records and shall be revocable only by agreement of both property owners and the Commissioner of Health Services.
 - (3) The Commissioner of Health Services may grant an exception to the requirements of Technical Standard IIA, upon written application and upon a finding that such an exception is unlikely to pollute the well in such a manner as to cause a health hazard.
- (b) Technical standards. Subsurface sewage disposal systems within the scope of this regulation shall be designed, installed and operated in accordance with the technical standards established in the "Technical Standards for Subsurface Sewage, Disposal Systems" published by the Commissioner of Health Service. Technical Standards shall be reviewed annually and changes to the Technical Standards shall be available on January 1st of each year.
- (c) Large subsurface disposal systems. The Commissioner of Health Services shall approve plans for subsurface sewage disposal systems serving a building with a designed sewage flow of two thousand gallons per day or greater, and no such systems shall be constructed, repaired, altered or extended unless the plans or such systems are approved by the Commissioner in accordance with the following:
- (1) Plans for the system are submitted at least twenty days prior to approval to construct by the local director of health.
 - (2) The plans are designed by a professional engineer registered in the State of Connecticut.
 - (3) The plans submitted contain:
 - (A) The basis of design,
 - (B) Soil conditions and test pit locations.
 - (C) Maximum ground water and ledge rock elevations,
 - (D) Original and finished surface contours and elevations,
 - (E) Property lines, and
 - (F) Locations of buildings, open water, courses, ground and surface water drains, nearby wells and water service lines.

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On-Site Sewage Disposal Systems with Design Flows of 5,000 Gallons per Day or Less and Non-Discharging Toilet Systems

- (d) Location. Each building shall be served by a separate subsurface sewage disposal system. Each such system shall be located on the same lot as the building served.
- (e) Disposal of sewage in areas of special concern.
- (1) Disposal system for areas of special concern shall merit particular investigation and special design, and meet the special requirements of this subsection. The following are determined to be areas of special concern:
- (A) A minimum soil percolation rate faster than one inch per minute, or
 - (B) Slower than one inch in thirty minutes, or
 - (C) Maximum ground water less than three feet below ground surface, or
 - (D) Ledge rock less than five feet below ground surface, or
 - (E) Soils with slopes exceeding twenty-five per cent, or
 - (F) Consisting of soil types interpreted as having severe limitations for on-site sewage disposal by most recent edition of the National Cooperative Soil Survey of the Soil Conservation Service, or
 - (G) Designated as wetland under the provisions of Sections 22a-36 through 22a-45 of the Connecticut General Statutes, as amended.
 - (H) Located within the drawdown area of an existing public water supply well with a withdrawal rate in excess of fifty gallons per minute, or within five hundred feet of land owned by a public water supply utility and approved for a future well site by the Commissioner of Health Services.
- (2) In such areas of special concern, the local director of health may require investigation for maximum ground water level to be made between February 1 and May 31, or such other times when the ground water level is determined by the Commissioner of Health Services to be near its maximum level.
- (3) (A) Plans for new subsurface systems in areas of special concern shall:
- (i) Be prepared by a professional engineer registered in the State of Connecticut;
 - (ii) Include all pertinent information as to the basis of design, and soil conditions, test pit locations, ground water and ledge rock elevations, both original and finished surface contours and elevation, property lines, building locations, open water courses, ground and surface water drains, nearby wells and water service lines;
 - (iii) Demonstrate an ability to solve the particular difficulty or defect associated with the area of special concern and which caused its classification. The Commissioner or local director of health, as the case may be, may require a study of the capacity of the surrounding natural soil to absorb or disperse the expected volume of sewage effluent without overflow, breakout, or detrimental effect on ground or surface waters if in their opinion such may occur.
- (B) The plans for new subsurface disposal systems in areas of special concern shall be submitted to the local director of health and the Commissioner of Health Services for a determination as to whether the requirements of the subsection have been met, except that such submission need not be made to the Commissioner of Health Services if the local director or authorized agent has been approved to review such plans by the Commissioner of Health Services in accordance with Section B103e (b). All submissions to the Commissioner of Health Services shall be made at least 20 days prior to issuance of an approval to construct by the local director of health.
- (4) If application is made for the repair, alteration or extension of an existing subsurface disposal system in an area of special concern, the local director of

Current with materials published in Connecticut Law Journal through 09/01/2009

State of Connecticut, Department of Public Health
Central Sewage System Exception Application

To: Environmental Engineering Program
Department of Public Health
410 Capitol Ave., MS# 51SEW
P.O. Box 340308
Hartford, CT 06134-0308

Date: _____
Local Health Department: _____
Mailing Address: _____

Attn: _____ Phone Number: _____
Email Address: _____

Property Owner Name: _____

Property Address: _____ Town: _____

Building 1 Description: _____
(example: single-family residential building, office building, restaurant, etc.)

Building 2 Description: _____
(example: garage/workshop with 1/2 bath, 1-bedroom guest room, pool house cabana, office building, etc.)

Building floor plans reviewed to confirm the layout is consistent with basis of design? YES / NO

Water supply and sewer connections shown on plan for buildings served? YES / NO

Public Health Code Section 19-13-B100a (B100a) compliance demonstrated (if applicable)? YES / NO

Connection to New, Repair or Existing subsurface sewage disposal system (SSDS)? _____

If the connection is to an Existing SSDS, fill in the following:

Approximate age of SSDS: _____ As-built on file? YES / NO

Septic tank size (gallons): _____ Two compartment septic tank? YES / NO

Date of the most recent septic tank pump-out: _____ Septic tank material type: _____

Leaching system description: _____

Any problems or deficiencies noted with the septic tank or leaching system? YES / NO

Comments: _____

Documentation Submitted: _____

_____ Soil Test Data

_____ B100a compliance plan/sketch, if applicable

_____ Central system plan with design information showing buildings, wells, property lines, SSDS, etc.

Plan prepared by: _____ Plan reviewed by: _____
_____ Professional Engineer (Print Name and Title)
_____ Licensed Installer

_____ Other: _____ Signature: _____

Proposed operating conditions at the Colchester Rec Plex, 215 Old Hebron Road:

No dogs on athletic fields while in use for sports with a permit, and within 5 yards of playing field limits.

Proposed Inception Date: October 6, 2017