



# Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

**Board of Selectmen Agenda  
Regular Meeting  
Thursday, August 2, 2018  
Colchester Town Hall, 7PM**

RECEIVED  
COLCHESTER, CT  
2018 JUL 27 PM 1:27

1. Call to Order
2. Additions to the Agenda
3. Citizen's Comments
4. Consent Agenda
  - a. Approve revisions of ordinance 24, and to go to Public Hearing
  - b. Approve minutes of the July 19, 2018 Regular Board of Selectmen Meeting
  - c. Approve RSM US LLP Business Associate Agreement – Protected Health Information
  - d. Tax Abatements
5. Boards and Commissions – Interviews and/or Possible Appointments
  - a. Youth Services Advisory Board – Jacquelyn Rose to be interviewed
  - b. Ethics Commission
    1. Steven Schuster to be interviewed
    2. Possible appointments to the Ethics Commission
6. Discussion and Possible Action on Ageless Grace Instructor Contract for the Senior Center
7. Review and Discussion on Town Ordinance Potential Revisions
8. Citizen's Comments
9. First Selectman's Report
10. Liaison Reports
11. Adjourn



# Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

**Board of Selectmen Minutes  
Regular Meeting Minutes  
Thursday, July 19, 2018  
Colchester Town Hall @ 7pm**

**MEMBERS PRESENT:** First Selectman Art Shilosky, Selectman Stan Soby, Selectman Rosemary Coyle, Selectman Denise Mizla and Selectman Jim Ford

**MEMBERS ABSENT:** none

**OTHERS PRESENT:** Registrar D Mrowka, BOF A Migliaccio, BOE M Bylone, J Malsbenden, Public Works Director Paggioli, T Rudko, T Pinau and Clerk T Dean.

RECEIVED  
COLCHESTER, CT  
2018 JUL 23 PM 2:56  
TOWN OF COLCHESTER  
REGISTRAR

**1. Call to Order**

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

**2. Additions to the Agenda**

A Shilosky asked to add #10 Discussion and Possible Action on RFP 2018-03 Town Hall Pavement Services, renumber remaining items.

S Soby moved to add the agenda item as presented, seconded by D Mizla. Unanimously approved. MOTION CARRIED.

**3. Citizen's Comments – none**

**4. Consent Agenda**

- Approve list of deletion/revisions of ordinances 1, 77, 81, 136 to go to Public Hearing
- Approve Execution of Grant Contract with Senior Resources Agency on Aging – Making Memories
- Tax Abatement

S Soby moved to approve the consent agenda, seconded by D Mizla. Unanimously approved. MOTION CARRIED

**5. Boards and Commissions – Interviews and/or Possible Appointments**

**a. Youth Services Advisory Board – Dean Dest possible appointment as a member to expire 12/1/2021**

This member is also on the agenda for the Ethics Commission. Ethics has more of a need for members. To be on the Ethics Commission you cannot serve on another commission. NO ACTION

**b. Ethics Commission**

- Dan Henderson Resignation** – R Coyle moved to accept Dan Henderson resignation, with regret, from the Ethics Commission, seconded by S Soby. Unanimously approved. MOTION CARRIED.
- Dean Dest possible appointment as a member to expire 5/30/2020** – J Ford moved to appoint Dean Dest to the Ethics Commission as a member to expire 5/30/2020, seconded by S Soby. Unanimously approved with one abstention by R Coyle. MOTION CARRIED.
- Taras Rudko to be interviewed** – was interviewed
- John Malsbenden to be interviewed** – was interviewed
- Teresa Pineau to be interviewed** – was interviewed

**c. Fair Rent Commission – Resignation of Steven Schuster** – S Soby moved to accept Steven Schuster resignation, with regret, from the Fair Rent Commission, seconded by D Mizla. Unanimously approved. MOTION CARRIED

**6. Approve Minutes of the June 21, 2018 Regular Board of Selectmen Meeting**

S Soby moved to approve the minutes of the June 21, 2018 Regular Board of Selectmen meeting, seconded by D Mizla. Unanimously approved, with one abstention by R Coyle. MOTION CARRIED

**7. Discussion and Possible Action on Novus Insight Network Upgrade Contract**

S Soby moved to approve the contract with Novus for the upgrade and authorize the First Selectman to sign all necessary documents, seconded by R Coyle. Unanimously approved. MOTION CARRIED.

**8. Discussion and Possible Action on NECCOG Animal Service Contract**

The Board had questions on items not addressed in the contract; there is no indication of how NECCOG will meet their end of their obligation. What is the number of staff available and dedicated to Colchester, what other towns does that person cover, what is the response time. What are the metric's that we will be able to measure how they are doing.  
TABLED

**9. Discussion and Possible Action on Lease Agreement for Bacon Academy Trustees Portion of Town Green**

A Shilosky stated that the lease was put together by our attorney. Half portion of the green is owned by the Trustees, the town currently mows and holds the insurance. Has been this way for a long time but now it is legally documented.

R Coyle moved to approve the lease agreement for Bacon Academy Trustees Portion of Town Green and authorize the First Selectman to sign all necessary documents, seconded by S Soby. Unanimously approved. MOTION CARRIED

**10. Discussion and Possible Action on RFP 2018-03 Town Hall Pavement Services**

D Mizla moved to enter into a contract with Sullivan Paving Company, Inc. for the supplying of Pavement Services at Town Hall as detailed in the Town of Colchester RFP #2018-03, for the amount of \$151,194.55 and hereby authorize the First Selectman to sign and deliver said agreement and necessary documents required, seconded by R Coyle. Unanimously approved. MOTION CARRIED.

**11. Review and Discussion on Town Ordinance Potential Revisions**

**#24 Building Construction.** R Coyle moved to incorporate Town Planner Randall Bensons recommendations as listed in his memo, seconded by S Soby.

**#6 Alarm Systems.** S Soby stated that most municipalities take action for multiple false alarms at the same location. If we are not tracking the alarm occurrences, why. The homeowner must be held accountable for multiple false alarms that may impact the ability to respond to real incidents. J Ford stated that the town administration needs to decide who will administer the tracking of alarm calls and that it doesn't have to be done by the Police Department. The Board asked A Shilosky to follow up with the Fire Dept. and look at the history. TABLED

**#144 Vehicles and Traffic.** Discussion on accumulation amounts that are referenced in ordinance. J Paggioli stated the current amount indicated is not realistic. He will look at marrying the snow and ice removal policy with the ordinance. Also indicates that the Board of Selectmen is the Traffic Authority, it should be the Police Commission. TABLED.

**12. Citizen's Comments –** Teresa Pineau stated that the alarm system tracking is usually handled by the Fire Marshal in other towns which utilize a computer tracking system.

**13. First Selectman's Report**

A Shilosky stated that the Senior Center received a grant for the Making Memories program. Eversource is bringing natural gas to town, as well as a fuel cell that will be located by the Amston Rd Transfer sub-station at no cost to the town. Norwich Ave being paved. Town Hall parking lot will be paved. The town had to reapply for the grant for the Norton Mill. Fiber Optics will be in within the next 4 weeks. Renamed the 57 Fest to Celebrate Colchester-57 Fest. Purchasing a new police car shortly. Room 3 will be painted, and the blinds are in and carpets ordered. Speaker system coming soon for the rooms. The town is aware of the number of vehicle break-ins and will have an information session for citizens on 7/25 at 7pm in Town Hall. S Soby asked in respect to issues – any data on smash and grabs or that the opportunity presented itself with vehicles being unlocked and windows down. A Shilosky did not know the data, he will follow up with Sgt. Martinez. S Soby also stated that the town should be looking at proactive things to remind people on a regular basis via multiple channels to remove valuables from vehicle and lock vehicle doors.

**14. Liaison Reports**

J Ford reported on Conservation Commission – Receiving about two applications per meeting. Endorsed campaign for a request for turtle crossing sign on Rte 16.

R Coyle reported on Commission on Aging – report attached.

Building Committee – paid 8 invoices. Group is being very prudent with the budget. Expecting to open on time on 8/29. Opengov – draft completed, will be sending to BOE chair for input, then sending to A Shilosky and BOS.

S Soby reported on Water & Sewer – Well 3A work continues. Repainting storage tank. Testing on sodium, lead and copper. Fire Co looking at getting water service at Schuster Park for the bathroom at the training facilities. Asked for a waiver on water connector fee, under discussion on impact.

**15. Executive Session to Discuss Firefighters Union Local #3831 Collective Bargaining Agreement**

R Coyle moved to enter into executive session to discuss Firefighters Union Local #3831 Collective Bargaining Agreement, seconded by S Soby. Unanimously approved. MOTION CARRIED.

Entered into executive session at 8:33 p.m.

Exited from executive session at 8:36 p.m.

**16. Discussion and Possible Action on Firefighters Union Local #3831 Collective Bargaining Agreement**

R Coyle moved to approve the Firefighters Union Local #3831 Collective Bargaining Agreement and authorize the First Selectman to sign, seconded by S Soby. Unanimously approved. MOTION CARRIED.

**17. Adjourn**

J Ford moved to adjourn at 8:37 p.m., seconded by R Coyle. Unanimously approved. MOTION CARRIED.

Respectfully submitted,

Tricia Dean, Clerk

## COA Meeting-July 9, 2018

Donna Paty retired on June 15<sup>th</sup> after nearly 19 years of working for the Town. I want to thank the CoA for your generous gift to her. I know she was deeply touched by your kindness.

Update on hiring process for Administrative Assistant: interviews are completed and I've made my recommendation to the First Selectman. Joyce Sypher has been helping us out half days in the interim, which has been a big help. I have taken over the Renters' Rebate appointments for this season on Wednesday mornings.

Title III Grant Hearing was a success and they are funding us \$14,665 for the Making Memories Program.

Farmers Market Voucher program has been funded this year. People over the age of 60, who meet the income criteria are eligible to register for coupon books. This program is managed by TVCCA and Jane will have sign-up sheets this week, with the coupon books being distributed by the end of the month.

The Senior Resource Guide reprints are back from Copies Plus, anyone needing additional copies can find them in the senior center office.

New Medicare cards with non-social security specific codes are being rolled out nationwide. They state that this process will be completed between April 2018 - April 2019.

I am implementing new data reporting, effective July 1, 2018. Attendance will now equal the total number of sign-ins for each month, we will also track a year-end unduplicated count to better assess how many unique individuals are using the senior center on an annual basis.

### **Attendance & Meals Served:**

- Meals served in April: on site: 116 MOW: 228
- Meals served in May: on site: 169 MOW: 192
- Monthly Transports in May: 796
- Monthly Transports in June: 810
- Monthly Attendance in May: 1496
- Monthly Attendance in June: 1708
- Active membership: 1138



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

Date: July 25, 2018

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, 2018. 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, 2018.



RSM US LLP

157 Church Street, 11<sup>th</sup> Floor  
New Haven, CT 06510

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[www.rsmus.com](http://www.rsmus.com)

July 13, 2018

Ms. Maggie Cosgrove  
Finance Director  
Town of Colchester  
127 Norwich Avenue  
Colchester, CT 06415

## BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (this "Agreement") is effective as of July 13, 2018 (the "Effective Date") by and between 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.

THE POWER OF BEING UNDERSTOOD  
AUDIT | TAX | CONSULTING

- (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.
- (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:                     July 13, 2018



**Colchester Senior Center**  
**BOS Request for Approval**

**TO: Board of Selectmen**

**FROM: Patricia Watts, Director**

**RE: Ageless Grace ® Instructor Contract**

**DATE: 7/20/18**

This is a new 6 month contract with Tom Atwood, Ageless Grace ® Instructor. Ageless Grace ® classes are \$30 per session.

**Action Recommended:**

That the Board of Selectmen authorize Art Shilosky, First Selectman to sign the attached contract with Tom Atwood, Ageless Grace ® Instructor, beginning 8/10/18 and ending 1/25/19.

**Town of Colchester/Senior Center**  
**95 Norwich Ave.**  
**Colchester, CT 06415**  
**(860) 537-3911**

**LETTER OF AGREEMENT**

**CONTRACT FOR PROFESSIONAL SERVICES BY & BETWEEN THE  
TOWN OF COLCHESTER SENIOR CENTER AND  
Thomas Atwood, Ageless Grace ® Instructor**

<b>Name/Location</b>	<b>Time Period</b>	<b>Instructor</b>	<b>Pay Rate</b>
Senior Center	8/10/18-1/25/19	Tom Atwood	\$30 Per Session

1. The contractor agrees to provide professional Ageless Grace ® instruction with the specifications contained in the "Scope of Services" listed below.
2. Compensation to the contractor shall be at the rate of \$30 per session of instruction with a requirement of a five person minimum per class. The contractor shall be responsible for submitting invoices on a monthly basis. Checks will be issued after invoices are received and approved. Invoices will be processed for payment no earlier than two weeks after the program has started. Please allow three weeks for initial processing.
3. It is the philosophy of the Town of Colchester that a contractor's appearance and attitude be reflected in his/her daily work practices. Contractors shall be expected to maintain a neat and clean appearance while under contract with the town.
4. If it is deemed necessary, the Director of Senior Services reserves the right to add or cancel programs and to adjust work schedules as required, for the benefit of the program. The Director of Senior Services also reserves the right to revoke all contracts where inability to work established schedules is not in the best interest of the program.
5. It is mutually agreed that this is a contract for services and not a contract for employment. The Contractor shall not be entitled to any employment benefits from the Town of Colchester such as but not limited to: vacation, sick leave, insurance, workers compensation, pension, and retirement benefits. The Contractor shall be responsible for the filing of federal state income tax information, as well as quarterly Social Security payments as a self-employed individual.
6. The Contractor shall at all times enter its appearance for, defend, indemnify, protect and save harmless the Town of Colchester from any and all claims for demands for damages, either in law, or in equity, arising out of or by virtue of the execution of this agreement.

7. An updated liability insurance certificate with coverage of \$1,000,000.00, and certification of CPR and/or First Aid training will be provided upon acceptance of this contract. If your program is being held in a Colchester School Building you and any employees must submit fingerprint cards along with processing fee to the BOE office prior to your first class.
8. A scheduled meeting with the Program Coordinator prior to the start of the program is required. Rosters and attendance sheets will be given to the instructor prior to the first class. Please return accurate attendance sheets to the senior center office at the conclusion of your program.

If you agree with the terms and conditions stated above, please sign and return one copy of this contract.

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Art Shilosky, First Selectman

Date

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Thomas Atwood, Independent Contractor

Date

COLCHESTER ORDINANCES  
WITH CHARTER REVIEW RECOMMENDATIONS.

#	ARTICLE	NAME	RECOMMENDATION
1		Amendment to code	<b>discuss wording</b>
4		Adult Oriented Businesses	no recommendations
6		Alarm Systems	<b>enforcement not addressed</b>
7		Alcoholic Beverages	no inconsistencies
10		Canine Control	no inconsistencies
11		Anniversary Celebration	<b>Retire - was written for 275th</b>
14		Bazaars and Raffles	Refers to state statutes
18		Boards and Commissions	
	Article 8	Police Commission	no changes
	Article 9	Regional Council of Governments	<b>can be retired</b>
	Article 10	Sewer and Water Commission	<b>Recommend change to 5 members &amp; 2 alternates</b>
	Article 11	Aquifer Protection	no recommendations
	Article 12	Retirement Board	no changes recommended
	Article 13	Open Space Advisory Commission	no changes recommended
	Article 14	Agriculture Commission	no changes recommended
21		Bond Issuance	<b>Retire - written for a bond in 1973</b>
24	Article 1	Building code	no recommendations but fees no updated
	Article 2	Permits for unapproved subdivisions	no recommendations but fees no updated
	Article 3	Building permit fees	no recommendations fees not updated
27		Building Demolition	no inconsistencies
30		Dangerous Building Ordinance	no inconsistencies
39	Article 1	Conservation Commission	no changes
	Article 2	Inland Wetlands & Watercourses	no changes
	Article 3	Conservation Commission Alternates	no changes
46	Article 1	Board of Education	no changes
	Article 2	Election of Board of Education	no changes
49		Emergency Communications	<b>May recommend retiring</b>
53		Code of Ethics	<b>discuss in detail at a later date</b>
55		Farming	no changes
56		Fees	no changes
57		Fire Hydrants	no changes recommended
58		Fire Lanes	no changes recommended
64		Flood Hazard Areas	no changes recommended
67		Inspection of Public Food Estab.	<b>can be retired</b>
72		Health Dept.	<b>can be retired</b>
74		Historic District Ordinance	no changes
77		Housing Partnership	<b>can be retired</b>
81		Library	<b>payment could be corrected</b> <b>no other changes recommended</b>
90		Officers and Employees	<b>Can be retired</b>
92		Open Space Preservation	no changes recommended
93		Ordinance Enforcement	commission will seek legal opinion
98		Peddling and Soliciting	no changes recommended
103		Rapid Access Systems	no changes recommended
109		Roads	no changes in Articles 1, 2, 3, 4, 5, 6, 7, 10, 11
	Article 8		<b>Commission will check on fees</b>
	Article 9		<b>Commission will check on %</b>

120		Solid Waste		no changes: 2, 3, 4, 5, 7, 8, 9, 10, 12, 13, 14	
	Article 1			Norwich contract can be deleted	
	Article 6			<b>can be deleted</b>	
	Article 9			<b>no longer relevant</b>	
	Article 11			<b>work on language</b>	
124		Street and Sidewalks		no changes recommended	
129		Taxation		no changes: 1, 2, 3, 4, 7, 10, 11.	
	Article 5			check on efectivedate 129-18	
	Article 6			check on percentage in 129-25	
	Article 8			re-examine	
	Article 9			re-examine 129-36	
133		Tourism Development		no changes recommended	
136		Town Center Neighborhood Strategic P		<b>recommend retiring</b>	
139		Trailers		<b>re-exaine grandfather clause of 1952</b>	
144		Vehicles and Traffic			
	Article 1			no changes recommended	
	Article 2			<b>re-examine</b>	
150		Water		<b>predates sewer installation so does not include</b>	
				<b>sewers, but no changes recommended</b>	

Town of Colchester, CT  
Friday, June 22, 2018

## Chapter 6. Alarm Systems

[HISTORY: Adopted by the Town Meeting of the Town of Colchester 6-29-2011. Amendments noted where applicable.]

### **GENERAL REFERENCES**

Rapid access systems — See Ch. 103.

### § 6-1. Statutory authority.

Pursuant to C.G.S. § 7-148(c)(7)(H)(xiv), the Town adopts the following alarm systems ordinance.

### § 6-2. Purpose.

The purpose of this chapter is to regulate the installation, maintenance and operation of alarm systems, devices and equipment in businesses and residences within the Town of Colchester.

### § 6-3. Definitions.

As used in this chapter, the following words or phrases shall have the meanings indicated:

#### **ADMINISTRATOR**

The First Selectman or his or her designee appointed to administer the provisions of this chapter.

#### **ALARM OWNER**

Any person, company, corporation or other entity that is the owner, operator or user of an alarm system.

#### **ALARM SYSTEM**

Any device or equipment which is capable of automatically calling and relaying recorded emergency messages to any state police or municipal police or fire/EMS department telephone number or which is capable of automatically calling and relaying recorded emergency messages or other forms of emergency signals to an intermediate third party which shall thereafter call and relay such emergency messages to a state police or municipal police or fire/EMS department telephone number.

#### **FALSE ALARM**

Any alarm signal which causes an emergency response to the location of the alarm which is caused by mistake, misuse or malfunction; or unintentional activation caused by flaw or defect in design, installation, maintenance or equipment of the alarm system.

### § 6-4. Maintenance.

An alarm owner shall be responsible for maintaining and keeping in good working order at all times each alarm system on the premises owned or occupied by the alarm owner in order to minimize false alarms.


### § 6-5. Registration.

- A. To operate an alarm system within the Town of Colchester, an alarm owner must complete a registration form provided by the administrator. The registration form shall include information concerning the alarm system, its location and any other necessary information as determined by the administrator. All alarm systems within the Town shall be registered with the administrator within 90 days of the effective date of this chapter.
- B. It shall be the responsibility of an alarm owner to notify the administrator, in writing, within 10 days of changes in registration information.

## § 6-6. Penalties for offenses.

- A. In the event there are three false alarms at the same location within the same calendar year, a written warning shall be issued to the alarm owner upon the occurrence of the third false alarm. The warning shall notify the alarm owner that any further false alarms occurring within the same calendar year shall lead to the following penalties:
  - (1) A fine of \$25 shall be imposed on the alarm owner upon the occurrence of the fourth false alarm within a calendar year.
  - (2) A fine of \$50 shall be imposed on the alarm owner upon the occurrence of all subsequent false alarms after the fourth false alarm within a calendar year.
- B. A fine of \$50 shall be imposed on any alarm owner for failure to register an alarm system with the administrator.
- C. A fine of \$50 shall be imposed on any alarm owner for failure to provide notification of any changes in registration to the administrator.
- D. All fines for violations of this chapter shall be payable to the Town of Colchester and deposited into the Town's general fund.
- E. All fines imposed pursuant to this chapter shall be subject to appeal in accordance with Chapter 93 of the Code of the Town of Colchester.

## **Town of Colchester Interoffice Memo**

**To:** Art Shilosky, First Selectman  
**From:** James Paggioli, L.S., Director of Public Works   
**CC:**  
**Date:** July 24, 2018  
**Re:** Ordinance Revision Response Chapter 150 - Water

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The existing Chapter 150 of the Town of Colchester is based mostly from a time period when the former Borough operated the Water System and prior to the consolidation. As such there are many references to Commissions and Board that no longer exist. I will compare existing and proposed / revise each accordingly for your approval.

### **Chapter 150. Water.**

#### **Existing § 150-1. Adoption of article.**

The following article relating to measures to ameliorate water shortages is herewith adopted by the Town of Colchester.

#### **No Change Proposed**

#### **Existing § 150-2. Authority of Utilities Commission.**

The Colchester Utilities Commission is herewith authorized to adopt regulations pertaining to the conservation of water and to further provide in said regulations measures to address potential water shortages.

#### **Proposed § 150-2. Authority of the Sewer and Water Commission**

The Colchester Sewer and Water Commission is herewith authorized to adopt regulations pertaining to the conservation of water and to further provide in said regulations measures to address potential water shortages.

#### **Existing § 150-3. Communication of regulations to water users.**

The regulations so adopted shall be communicated to water users by way of mail or publication.

#### **No Change Proposed**

#### **Existing § 150-4. Previously adopted regulations.**

Regulations previously adopted by the Colchester Board of Water Commissioners relating to water conservation shall be deemed adopted by the Colchester Utilities Commission, and copies of said regulations previously distributed to water users shall excuse distribution except to new water customers.

#### **Proposed § 150-4. Previously adopted regulations.**

Regulations previously adopted by the Colchester Board of Water Commissioners and Colchester Utilities Commission relating to water conservation shall be deemed adopted by the Colchester Sewer and Water Commission, and copies of said regulations previously distributed to water users shall excuse distribution except to new water customers.

#### **Existing § 150-5. Notice of violation.**

Should the Colchester Utilities Commission determine that a water user and/or customer is in violation of the regulations, the Commission shall give written notice of said violation to the user and/or customer, which notice shall direct the user and/or customer to cease and desist from said violation. Said written notice shall be mailed and/or hand delivered to the residence of the user and/or customer.

#### **Proposed § 150-5. Notice of violation.**

Should the Colchester Sewer and Water Commission or it's designee determine that a water user and/or customer is in violation of the regulations, the Commission shall give written notice of said violation to the user and/or customer, which notice shall direct the user and/or customer to cease and desist from said violation. Said written notice shall be mailed and/or hand delivered to the residence of the user and/or customer.

#### **Existing § 150-6. Termination of water service.**

In the event said customer and/or user fails to cease and desist from said violation, the Board may, upon 12 hours prior notice terminate, either permanently or temporarily, all water service to said user and/or customer.

#### **Proposed § 150-6. Termination of water service.**

In the event said customer and/or user fails to cease and desist from said violation, the Board or it's designee, may, upon 12 hours prior notice terminate, either permanently or temporarily, all water service to said user and/or customer.



**Existing § 150-7. Penalties for offenses.**

Any user and/or customer who violates a cease and desist order, shall, in addition to being subjected to termination of water service, also be subject to a penalty of \$100 per day for each violation.

**Proposed § 150-7. Penalties for offenses.**

Any user and/or customer who violates a cease and desist order, shall, in addition to being subjected to termination of water service, also be subject to a penalty of up to \$100 per day for each violation.

**Existing § 150-8. Delegation of enforcement authority.**

The Colchester Utilities Commission may delegate the enforcement of this article to an employee of said Commission.

**Proposed § 150-8. Delegation of enforcement authority.**

The Colchester Sewer and Water Commission may delegate the enforcement of this article to an employee of said Town of Colchester.

## Chapter 150. Water

[HISTORY: Adopted by the Town Meeting of the Town of Colchester as indicated in article histories. Amendments noted where applicable.]

### **GENERAL REFERENCES**

Ordinance enforcement — See Ch. 93.

## Article I. Water Conservation

[Adopted 9-25-1990]

### § 150-1. Adoption of article.

The following article relating to measures to ameliorate water shortages is herewith adopted by the Town of Colchester.

### § 150-2. Authority of Utilities Commission.

The Colchester Utilities Commission is herewith authorized to adopt regulations pertaining to the conservation of water and to further provide in said regulations measures to address potential water shortages.

### § 150-3. Communication of regulations to water users.

The regulations so adopted shall be communicated to water users by way of mail or publication.

### § 150-4. Previously adopted regulations.

Regulations previously adopted by the Colchester Board of Water Commissioners relating to water conservation shall be deemed adopted by the Colchester Utilities Commission, and copies of said regulations previously distributed to water users shall excuse distribution except to new water customers.

### § 150-5. Notice of violation.

Should the Colchester Utilities Commission determine that a water user and/or customer is in violation of the regulations, the Commission shall give written notice of said violation to the user and/or customer, which notice shall direct the user and/or customer to cease and desist from said violation. Said written notice shall be mailed and/or hand delivered to the residence of the user and/or customer.

### § 150-6. Termination of water service.

In the event said customer and/or user fails to cease and desist from said violation, the Board may, upon 12 hours prior notice terminate, either permanently or temporarily, all water service to said user and/or customer.

## § 150-7. Penalties for offenses.

Any user and/or customer who violates a cease and desist order, shall, in addition to being subjected to termination of water service, also be subject to a penalty of \$100 per day for each violation.

## § 150-8. Delegation of enforcement authority.

The Colchester Utilities Commission may delegate the enforcement of this article to an employee of said Commission.