

First Selectman

Public Hearing Thursday, December 16, 2010 Colchester Town Hall

Meeting Room 1 – 7:00pm



COLCHESTER, CT
2010 DEC 13 PM 3: 52

1. Call to Order

2. Discussion on Changes to the Inland Wetlands Fee Schedule Ordinance

3. Adjourn



First Selectman

COLCHESTER, CT

Board of Selectmen Regular Meeting Agenda Thursday, December 16, 2010 Colchester Town Hall

Meeting Room 1 – Immediately Following Public Hearing at 7:00pm

REVISED

- 1. Call to Order
- 2. Additions to the Agenda
- 3. Approve Minutes of the December 2, 2010 Public Hearing
- 4. Approve Minutes of the December 2, 2010 Board of Selectmen Regular Meeting
- 5. Citizen's Comments
- 6. Boards and Commissions Interviews and/or Possible Appointments and Resignations
 - a. Planning & Zoning Commission. Member David Gesiak to be reappointed for a three-year term to the Planning & Zoning Commission to expire 12/31/2013. David Gesiak to be interviewed.
 - b. Board of Assessment Appeals (two-year term to expire on 11/21/2010). Tearice Peters was interviewed on 12/02/2010 and John Bogush was interviewed on 11/18/2010. Discussion and Possible Appointment of Tearice Peters or John Bogush to the Board of Assessment Appeals.
 - c. Sewer & Water Commission (three-year term to expire on 12/31/2013). Ken Fargnoli was interviewed on 11/18/2010. Discussion and Possible Appointment of Ken Fargnoli to the Sewer & Water Commission.
 - d. Police Commission. Steve Petty to be interviewed.
 - e. Police Commission, Patrick Mickens to be interviewed.

f. Police Commission. Discussion and Possible Appointment of Frank Jackter, John W. Carroll IV, Robert L. Kanaitis, Patrick Mickens, or Steve Petty to the Police Commission.

Open Terms to Expire On:

- i. 11/01/12
- ii. 11/01/11
- 7. Budget Transfers
- 8. Tax Refunds & Rebates
- 9. Discussion and Possible Action on Proclamation for Judge Jodi Thomas
- 10. Discussion and Possible Action on Health District Task Force Recommendation
- 11. Discussion and Possible Action on Release of Brookstone Estates Subdivision Surety Bond
- 12. Discussion and Possible Action on Renewal of Exercise Instructor Contract
- 13. Discussion and Possible Action on AFLAC Wingspan Benefits/Reimbursement Services
- 14. Discussion and Possible Action on Ad-Hoc Facilities Committee
- 15. Discussion and Possible Action on Police Commission
- 16. Discussion and Possible Action on Parks & Recreation Program Fund
- 17. Citizen's Comments
- 18. First Selectman's Report
- 19. Liaison Report
- 20. Adjourn



Public Hearing Thursday, December 2, 2010 Colchester Town Hall

Meeting Room 1 - 7:00pm

First Selectman

MINUTES

MEMBERS PRESENT: First Selectman Gregg Schuster, Selectman James Ford, Selectman Stan Soby, Selectman Greg Cordova, and Selectman Rosemary Coyle. MEMBERS ABSENT:

OTHERS PRESENT: Derrik Kennedy, Greg Plunkett, Dot Mrowka, Sal Tassone, Al Hemingway, Katy Nally, Ryan Blessing, and members of the public.

- 1. Call to Order First Selectman G. Schuster called the public hearing to order at 7:00 p.m.
- 2. Discussion on Acceptance of Veccadola Drive and Oak Farm Drive as Town Roads Discussion regarding road improvements.
- 3. Adjourn
 - S. Soby moved to adjourn the public hearing at 7:01 p.m., seconded by J. Ford. Unanimously approved. MOTION CARRIED.



First Selectman



Meeting Room 1 – Immediately Following Public Hearing at 7:00pm



MEMBERS PRESENT: First Selectman Gregg Schuster, Selectman Rosemary Coyle, Selectman James Ford, Selectman Stan Soby, and Selectman Greg Cordova

MEMBERS ABSENT:

OTHERS PRESENT: Derrik Kennedy, Dot Mrowka, Nancy Bray, Greg Plunkett, Sal Tassone, Rob Tarlov, Arthur Shilosky, Katy Nally, Ryan Blessing, Al Hemingway, and members of the public.

1. Call to Order

First Selectman G. Schuster called the meeting to order at 7:02 p.m.

2. Additions to the Agenda

S. Soby moved to add to the agenda item #5D, "Parks & Recreation Commission. Chris Ferrante to be re-appointed to a term to expire 12/31/14. Chris Ferrante to be interviewed," and item #8, "Discussion and Possible Action on Police Commission," and renumber accordingly, seconded by G. Cordova. Unanimously approved. MOTION CARRIED.

- Approve Minutes of the November 18, 2010 Board of Selectmen Regular Meeting
 J. Ford moved to approve the minutes of the November 18, 2010 Board of Selectmen
 Regular Meeting amended with the addition of a letter of support for Glenn Morron's reappointment to the Police Commission and Selectman Coyle's name to her letter to the
 Board, seconded by G. Cordova. S. Soby abstained. Remaining selectmen approved.
 MOTION CARRIED.
- 4. Citizen's Comments
 None
- 5. Boards and Commissions Interviews and/or Possible Appointments and Resignations
 - a. Board of Assessment Appeals. Tearice Peters to be interviewed. Tearice Peters was interviewed.
 - Zoning Board of Appeals. Member appointment to a vacated term currently held by Arthur Shilosky set to expire on 12/31/10 for a new term to expire 12/31/15. Patricia Hayn to be interviewed.
 Patricia Hayn was interviewed. R. Coyle moved to approve the appointment of

Patricia Hayn was interviewed, R. Coyle moved to approve the appointment of Patricia Hayn for a term to expire 12/31/15, seconded by S. Soby. Unanimously approved. MOTION CARRIED.

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c. Economic Development Commission. Member appointment to a vacant term previously held by Jeffrey Koonankeil for a term to expire 10/31/14. Barbara Hagerman to be interviewed.

Barbara Hagerman was interviewed.

d. Parks & Recreation Commission. Chris Ferrante to be re-appointed to a term to expire 12/31/14. Chris Ferrante to be interviewed.

Chris Ferrante was interviewed. R Coyle moved to re-appoint Chris Ferrante to the Parks & Recreation Commission for a new term to expire 12/31/14, seconded by G. Cordova. Unanimously approved. MOTION CARRIED.

e. Police Commission. Patrick Mickens to be interviewed.

Patrick Mickens was not present. No action taken.

f. Police Commission. Frank Jackter, John W. Carroll IV, and Robert L. Kanaitis all interviewed on 10/26/10.

No action taken.

Open Terms to Expire On:

- i. 11/01/12
- ii. 11/01/11
- 6. Budget Transfers

None

7. Tax Refunds & Rebates

R. Coyle moved to approve tax refunds in the amount of \$7.52 to Leasecomm Corp, \$117.58 to Toyota Motor Credit Corp, \$2,505.31 to David & Krisin Martin, \$13.28 to Lynnann Persampieri, and \$36.60 to Donald Lerro, seconded by S. Soby. Unanimously approved. MOTION CARRIED.

8. Discussion and Possible Action on the Police Commission

R. Coyle moved to request an opinion from legal counsel regarding matters raised in her memo to the Board (attached), seconded by J. Ford. Discussion on cost of request and quote from counsel. Discussion on terminology of "chair" and "meeting facilitator." R. Coyle moved to amend her motion to postpone further discussion by the Board until the next Board of Selectmen meeting, seconded by J. Ford. Discussion on action of answering questions raised by R. Coyle. R. Coyle moved to withdraw the motion to amend, seconded by J. Ford. Unanimously approved. MOTION CARRIED. R. Coyle moved to withdraw the motion to request a legal opinion from counsel, seconded by J. Ford. Unanimously approved. MOTION CARRIED. J. Ford moved to table further discussion on this action item to the next BoS meeting, seconded by R. Coyle. Unanimously approved. MOTION CARRIED. Discussion on discontinuance of Crown Victoria as a police cruiser.

 Discussion and Possible Action on Acceptance of Veccadola Drive and Oak Farm Drive as Town Roads

R. Coyle moved to accept Veccadola Drive and portion of Oak Farm Drive from station 0+00 (its intersection with Route 16) to station 28+75 (end of temporary cul-de-sac) as town roads, seconded by J. Ford. Unanimously approved. MOTION CARRIED.

10. Discussion and Possible Action on Disposal Policy (3rd Reading)

R. Coyle moved to approve the Disposal Policy as presented and to add it to the Town Policy Manual, seconded by G. Cordova. Unanimously Approved. MOTION CARRIED.

11. Discussion and Possible Action on Flag Policy (2nd Reading)

S. Soby moved to approve the Flag Policy as presented and to add it to the Town Policy Manual, seconded by G. Cordova. Unanimously approved. MOTION CARRIED.

12. Discussion and Possible Action on Facilities Director Job Description

G. Cordova moved to approve the Director of Facilities, Operations, and Grounds job description amended to correct a typo on pg. 3, "main" to "may", seconded by S. Soby. Unanimously approved. MOTION CARRIED.

13. Discussion and Possible Action on Recreation Specialist

G. Cordova moved to approve the position of recreation specialist as a full-time position on a temporary basis until June, 30, 2011, seconded by S. Soby. Discussion on solvency of the Program Fund. Unanimously approved. MOTION CARRIED.

14. Discussion and Possible Action on Performance Contracting for Energy Improvements

G. Cordova moved to approve the Performance Contract for Energy Improvements with Celtic Energy and to authorize the First Selectman to sign all necessary documents, seconded by S. Soby. Discussion on contract language and Town responsibilities. Unanimously approved. MOTION CARRIED.

15. Discussion and Possible Action on STEAP Grant Contract

S. Soby moved to certify that Gregg Schuster, First Selectman of Colchester is authorized to execute on behalf of this municipal corporation, a Grant Agreement with the State of Connecticut, for financial assistance to complete the Streetscape Improvements in the Central Row, along Lebanon Avenue and at the entrance to the Airline Trail Spur (STEAP 2011-15). In addition, Gregg Schuster is hereby authorized to enter into such agreements, contracts, and execute all documents necessary to said grant with the State of Connecticut. It is further moved that Gregg Schuster was elected First Selectman, for a term of office beginning on November 16, 2009 and continuing until November 21, 2011 and that as the First Selectman, Gregg Schuster serves as the Chief Executive Officer for the Town of Colchester and has both the authority and the office to sign a grant agreement for financial assistance to complete the Streetscape Improvements in the Central Row, along Lebanon Avenue and at the entrance to the Airline Trail Spur (STEAP 2011-15) on behalf of the Town of Colchester, seconded by G. Cordova. Unanimously approved. MOTION CARRIED.

16. Discussion and Possible Action on Revaluation Contract

R. Coyle moved to approve the revaluation contract with Vision Appraisal for the FY2011 Revaluation and authorize the First Selectman to sign all necessary documents, seconded by G. Cordova. Unanimously approved. MOTION CARRIED.

17. Discussion and Possible Action on Ballot Mandate Letter

S. Soby moved to approve the ballot mandate letter, seconded by G. Cordova. Unanimously approved. MOTION CARRIED.

18. Discussion and Possible Action on Ad-Hoc Facilities Committee Direction No action taken.

19. Citizen's Comments

D. Mrowka commented on the lack of heat in the Registrar's Office and the upcoming Registrar's budget.

20. First Selectman's Report

First Selectman G. Schuster read his "State of the Town" address (attached).

21. Liaison Report

- S. Soby reported that the Planning & Zoning Commission has preliminary plans to renovate the gas station on Route 85 and on discussions regarding the background of revisions of zoning regulations. S. Soby further reported that today was a promotion ceremony for Officer First Class Robert Suchecki to Sergeant and the swearing-in of Officer Kristin DiMauro.
- G. Codova reported that the Youth Services Bureau is requesting further assistance from Food Bank volunteers to stack and organize food, that open youth center attendance has dropped 50% this year; and Val Geato is working on getting the Juvenile Review Board to reconvene.
- J. Ford reported that the Health District Task Force is reporting to the Board of Selectmen on 12/16 and will be giving their final report.

22. Adjourn

R. Coyle moved to adjourn at 8:59 p.m., seconded by G. Cordova. Unanimously approved. MOTION CARRIED.

Respectfully Submitted,

Derrik M. Kennedy

Executive Assistant to the First Selectman

Attachments:

- Memo from Selectman Coyle regarding the Police Commission
- Memo from Town Engineer Tassone regarding road acceptance
- Ballot Mandate Letter
- First Selectman Schuster's State of the Town address

To: First Selectman Gregg Schuster and the Board of Selectmen

From: Selectman Rosemary Coyle

Date: December 2, 2010

Re: Addition to the agenda for Discussion and Possible Action concerning the Police Commission

At the last Police Commission Meeting, Selectman Soby stated that he will fill the role of Commission Chairman on a temporary basis until a decision is made on how to move forward. While I recognize and understand Selectman's Soby's desire to assist and help the Police Commission at the bequest of the First Selectman, I see this as a possible violation of the Town Charter, Town Ordinances, and State Statutes.

I am therefore proposing an addition to the agenda to get a written legal opinion to the questions I have proposed in this memo and any other questions that may arise during our discussion.

Until that time as we receive the written opinion, I do not believe the Police Commission can move forward until they elect a chair as per Connecticut General Statutes and Colchester Ordinances.

- 1. I am requesting a written legal opinion to answer the questions posed in this memo. Can a member of the Board of Selectman act as an ex-officio chair of the Police Commission based on the Town Charter, Town Ordinances, and State Statutes? (see highlighted sections)
- 2. Shouldn't the Board of Selectman have had to vote to appoint a member of the Board of Selectman as an ex-officio member of a committee? If we did not in the case of the Police Commission, wouldn't that violate the Charter?

The Board of Selectmen approves our appointment as liaisons to committee and commissions but not as ex-officio members. The only ex-officio member listed in the Charter is the First Selectman. To date the Board of Selectman has not done this. There is a difference between a liaison and an ex-officio member.

- 1. a. An instance or a means of communication between different groups or units of an organization, especially in the armed forces.
 - b. One that maintains communication: served as the President's liaison with Congress.
- 2. a. A close relationship, connection, or link.

Ex-officio member

An **ex-officio member** is a member of a body (a board, committee, council, etc.) who is part of it by virtue of holding another office. Depending on the particular body, such a member may or not have the power to vote in the body's decisions.

3. The Town Ordinance 18-31 states that "a member of the Commission, being duly elected by the majority of the Commission, and appointed by the Board of Selectmen, will serve as a liaison officer for the Town of Colchester (this Commission and Board of Selectmen), to the Department of Public Safety,

Division of State Police, for all responsibilities relative to the contractual agreement references to the Chief Executive Officer of the Town of Colchester."

Since the person acting in that capacity is no longer on the Police Commission, who is handling these responsibilities? Would it be proper for an ex-officio member of the Police Commission or a liaison of the Police Commission to carry out these duties?

4. Ordinance 18-35 and Connecticut General Statutes 7-275 state "Pursuant to C.G.S.§ 7-275, the Commission shall elect one of its number to be Chair and one to be clerk."

Wasn't it a violation of the Colchester Charter, State Statutes and Colchester Ordinances to have a member of the Board of Selectman act as chair of the Police Commission?

§ C-203. Eligibility for election of elected officials and members of elected boards.

A. Any elector of the Town is eligible for election as an elected official or member of an elected board, provided:

- (1) No elector shall simultaneously hold more than one elected position; and
- (2) No elector shall simultaneously hold an elected position and an appointed position, whether as a member of an appointed board or as an appointed official.

§ C-302. Powers and duties of the First Selectman.

A. The First Selectman shall be the Chief Executive Officer of the Town and shall be a full voting and participating member of the Board of Selectmen. The First Selectman shall also be a nonvoting ex-officio member of all Town departments and Town boards. The First Selectman shall exercise such additional powers and have such additional duties as are set forth in the General Statutes and in this Charter.

§ C-402. Powers and duties of the Board of Selectmen.

H. The Board of Selectmen shall oversee the internal operations of all Town departments and Town boards and any office which the Board of Selectmen fills by appointment. The Board of Selectmen may name one or more of its members to serve along with the First Selectman as a nonvoting ex-officio member of any appointed board.

§ C-701. Appointed officials.

The Town may have any appointed official as permitted by the General Statutes or this Charter.

§ C-702. Appointed boards.

The Town shall have the following appointed boards, and such other appointed boards as are created pursuant to this Charter, whose members shall be appointed as provided in this Charter:

November 29, 2010

Code Administration

Building Official Fire Marshal Wetlands Enforcement



Planning and Zoning
Planning Director
Zoning Enforcement
Town Engineer

To:

Colchester Board of Selectmen

From:

Salvatore A. Tassone P.E. – Town Engineer

Re:

Acceptance of roads as Town Roads

The following roads have been completed and a 10% road maintenance bond is in effect for each of the roads. It is therefore recommended that these roads be accepted as Town Roads.

Please note:

It is advantageous for the Town to have these roads accepted prior to the end of year 2010 so they may be reported on the upcoming State TAR (Town aid for roads) yearly map update. If these roads are accepted prior to the end of 2010, the Town will be eligible to receive potential TAR funding to help maintain these roads.

Veccadola Drive (located off of Route 149)

This is an approximately 1100 feet long cul-de-sac. intersecting with Route 149/Westchester Road.

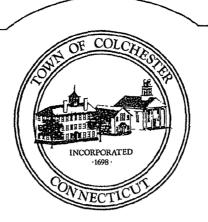
Oak Farm Drive – station 0+00 to 28+75 (located off of Route 16)

This is the approximately 2,875 feet long temporary cul-de-sac portion of Oak Farm Drive located within phase C of the White Oak Farms Subdivision. This road intersects with Route 16/Lebanon Avenue.

Please see attached map for the location of these two roads.

RECOMMENDED MOTION:

Recommend that the Town of Colchester accept Veccadola Drive and portion of Oak Farm Drive from station 0+00 (its intersection with Route 16) to station 28+75 (end of temporary cul-de-sac) as town roads.



First Selectman

December 2, 2010

Dear Sen. Daily and Rep. Orange,

First, on behalf of the town, please accept our congratulations on your recent re-election. I hope that we will be able to work together over the next two years for the betterment of all of Colchester.

I am writing to you today to inform you of Colchester's position on mandating the number of ballots a municipality must order. While we fully believe that municipalities should always have enough ballots on hand to meet the needs of the voters, we do not believe a mandate is necessary to deal with this situation. Clearly, Bridgeport made some very bad decisions in their election planning and we hope that never occurs again. However, we want to point out that while one city did not order enough ballots, 168 other municipalities did. Mandating that all these towns and cities purchase more ballots than necessary simply increases the costs to the municipalities and the taxpayers without providing any real benefit.

In Colchester, our registrars look at past voter turnout and absentee ballot requests to judge the appropriate number of ballots to order. They always err on the side of caution to ensure we have enough ballots. Mandating the number of ballots to order would simply be a waste of taxpayer money. However, we have no issue with a mandate on the number of ballots if the state should choose to pay for them.

We urge you to not support or vote for any unfunded mandate that requires municipalities to purchase a certain number of ballots. The Colchester Board of Selectmen, Democratic Registrar Dorothy Mrowka, and Republican Registrar Denise Mizla all concur in this opinion.

Sincerely,

Gregg Schuster First Selectman



First Selectman

State of the Town Colchester, CT 2010

Although it is not required by our Town Charter, I feel compelled to report on the State of the Town.

After having served as First Selectman of Colchester for a year now, I am happy to report that the state of the town is good.

The last year has seen a lot of change and many successes. When administrations change, a seamless transition is needed to ensure everything continues to function properly. This is not an easy task and was made even more challenging by the retirement of the Department Clerk and the resignation of the Executive Assistant to the First Selectman. Within the span of a couple of months, the entire workforce of the First Selectman's office had turned over. Thanks to the efforts of the outgoing administration, the professionalism of our department heads, and the tireless efforts of the incoming team, transition went very smoothly and without any major issues.

Transition was only the beginning though and the daunting task of putting together a budget in tough economic times began almost immediately. Because of an unanticipated reduction in our grand list and a shortfall in our predicted investment income, we were in a hole from the very start.

By implementing a budget freeze, we were able to reduce expenditures to deal with the loss of revenue in that fiscal year. As we planned for the 2010-2011 budget though, we had to make tough choices. Several positions were eliminated and the boards had to set priorities on what to fund. In the end, the boards presented a lean budget which moved us forward and I am very grateful that the town ultimately supported our recommendations. It should still be noted though that the town budget is

less than it was five years ago. The continued reduction of the town budget has forced some tough choices over the years and as the state decides how much aid to give to municipalities, more tough choices may have to be made.

I feel that part of the reason for the success of the budget was the unprecedented outreach of the public officials to the voters. By going out to the various community groups, we were able to answer questions and discuss our recommendations. In fact, I believe that communication is critically important and we have continued to increase our efforts in this area. The full Board of Selectmen meeting packets can now be found online. Budget surveys and community forums were used to gain input from the community. I distribute weekly community updates via e-mail and write a column in the Colchester Bulletin twice a month. Still more can be done to increase communication. We are currently in the process of revising our website to be more user-friendly and contain more content than ever before. Additionally, we are also investigating the Virtual Town Meeting concept to reach out to more citizens.

One of the most important roles of town government is the maintenance of our infrastructure. Although still not at adequate levels, we were able to increase our efforts on the upkeep of our roads. We are also in the middle of a grant-funded project to map out a sewer and water system expansion in order to plan for the expected needs of new businesses. Additionally, we were awarded a grant to work on the streetscape of Lebanon Avenue. These projects are important to help businesses open and thrive in Colchester.

When I assumed office, there was a lot of work to be done on establishing operational guidelines for Colchester. It turns out that there is no manual on how to be a First Selectman or how to run a town. One of my goals is to establish an operational framework that defines how we want to run Colchester. To accomplish this, Colchester needs to put in place policies that dictate how we want to do things. To date, we have approved a Hiring and Dismissal Policy, an Acceptable Computer Network Use Policy, Police Compensatory Time Policy, Colchester-Hayward Fire Department Policy on Staff Members Serving as Chiefs, a Board and Commission Handbook, and a Police Commission Operating Policy. For the first time ever, these and other policies approved throughout the years, have been placed in a single manual for easy reference.

Aside from policies, we have made great strides in improving our operations in town and increasing our efficiency. Cragin Library instituted some technology upgrades and joined a consortium with other Connecticut libraries. This allowed us to not fill a vacant position and

decrease the library budget while improving the services available to residents.

For a year, we have been looking at our legal services and have decided to use some new firms and explore using Human Resource firms instead of lawyers for certain projects. Over the last two fiscal years, we spent on average \$14,500 per month on legal services. By utilizing other law firms and employing different legal strategies, we are now averaging only \$5,700 per month.

Also this year, we formed the Health District Task Force to make a recommendation on if Colchester should join a district and if so, which one. Joining a district could help streamline and enhance our access to health related services. The task force has worked very hard on this project and we look forward to hearing their report.

We continue to explore how to best deliver community services such as senior, youth, social, and recreational services. A working group within town hall is examining the best operational model to deliver these services as we speak. Additionally, the Senior Center Study Group and the Ad Hoc Facilities Committee have been formed to examine the potential options of where these services should be located in the future.

Within town hall, we have consolidated some services this year. The Animal Control Officer now reports to the Resident State Trooper in order for our enforcement employees to work closer together. Also, Youth Services and Social Services have been merged into one department. This allows the town to provide social services during all business hours when previously those services were only available twenty hours per week.

Town employees have been instrumental in all of these efforts and we are lucky to have the level of quality we enjoy with our staff. They continue to be professional and understanding of the economic times we are in. Nearly all union and non-union employees gave some form of concession this year to help keep our budget increase as small as possible.

Our relationship with the six unions that represent most of our town employees remains good. All prohibited practice complaints that had been filed against the town prior to me assuming office have been withdrawn and no new ones have been filed. Additionally, all grievances filed have been dealt with quickly and without the need to proceed to arbitration. Multiple MOUs and one successor contract have been successfully negotiated and I expect to finalize a contract with the new library union very soon.

While our employees are the heart of the town, the community truly is the soul. The time and effort various members of the community have spent on making sure we all live in a great town continues to astound me. We held several events this year which would not have been possible without the support of the community.

The 57 Fest and all the other many celebrations we have throughout the year help drive the sense of community and spirit that is Colchester. This year, we also celebrated the designation of Colchester as a Community Wildlife Habitat, the opening of a dog park, and the building and dedication of a new baseball field in memory of Cody Camp. Additionally, we continue to explore methods of preserving open space and our farms. This year alone we have accepted multiple acres of open space. We had a successful inaugural season for the farmer's market and the town is actively considering the formation of an Agriculture Commission to continue to support our farmers. All of this was made possible by the support and leadership of the community. Those that have led the way on these and other projects should be proud of what they have achieved and the legacy they are creating.

Businesses are also a major part of our community. I'm happy to report that many of our storefronts are beginning to fill up. The CVS plaza and the Westchester plaza have been filled this year with a new karate school, Radio Shack, and Suburban Home Medical. A Sears Hometown Store recently opened as well.

The town has also approved the plans for both Settler's Greene on Lebanon Avenue, and the large Parum Road project without any legal challenges. Tractor Supply Company has expressed an interest in opening a location in Colchester soon and we are anxiously waiting for developers to begin construction on these projects.

Although we have gained much as a community this year, that does not mean we are without any loses. Every year, we inevitably see community members pass on. While there are numerous individuals that we lost this year, I believe three deserve special recognition. Gary Avery, Ron Crabb, and Gary Harris all served Colchester with distinction. Their contributions to our town will always be remembered and we were extremely fortunate to have these individuals amongst us.

We have certainly accomplished a lot here in Colchester over the last year and I'm sure there is much more to come. As I have reviewed our accomplishments, I certainly hope this has not been interpreted as me taking credit for all that has been done. The only thing a First Selectman can do is provide leadership and guidance. The successes I listed are a testament to the hard work and dedication of our town staff, volunteers,

and board and commission members. I want to sincerely thank each and every one of them for their tireless work and dedication to Colchester. Without their efforts, advice, and guidance, none of this would have been possible. All of Colchester should take great pride in what we have achieved together.

This is not meant to say that we are without challenges. The state is facing a massive budget deficit which could entail cuts to municipal aid. We will need to soon make decisions on how to pay for the sewer and water expansion needed to support some of the approved businesses that will be opening. Our infrastructure needs, including roads, buildings, and vehicles, has not been appropriately funded for some time and we are feeling the effects of that.

Despite the many challenges we face, I am confident that Colchester is up to the task. As we have demonstrated so many times before, our community will make smart and thoughtful decisions about our future and we will continue to have the support of the outstanding staff members and volunteers that have helped make Colchester the great town it is today.

Town of Colchester

General Fund

Budget Transfer/Additional Appropriation

Departmen	t: Fire						
Reason for Request:	To cover unforeseen emergency repairs on overhead doors at Company 2, due to torsion spring break unexpectantly.						
Reason for Available Funds:	company 2. We are he	ted yearly maintenance on overhead doors, spl ereby requesting some dollars get moved to co at company 1 to keep costs down to date.					
From:	Account Number	Account Name	Amount				
	12202-44223	contractual services	731				
То:	12204-44223	contractual services	731				
	Dec 1, 2010 Date Requested	Department Director or Supervisor - Sign Print Name Walter Cox	nature				
	12/7/10 Date Reviewed	Chief Financial Officer First Selectman)				
Consequence	Date Approved	Board of Selectmen Clerk					
***	Date Approved	Board of Finance Clerk					

Town of Colchester

General Fund

Budget Transfer/Additional Appropriation

Departmen	t: Fleet Maintenance		
Reason for Request:	Needed to replace h offices and upstairs	neat exchanger in propane fired rooftop unit w at Town Garage.	hich heats bathrooms,
Reason for Available Funds:	Machinery & Equipm	nent - able to replace tire machine with a refur ewer solids in the oil and water separator thar	
From:	Account Numbe	r Account Name	Amount
	13202-48404	Machinery & Equipment	1,800
	13202-44223	Service Contracts	400
То:	13202-46226	Building Repairs	2,200
	Oct 20, 2010 Date Requested	Department Director or Supervisor - S Print Name Steve Sharpe	ignature
	Date Reviewed	Chief Financial Officer First Selectman	
	Date Approved	Board of Selectmen Clerk	
	Date Approved	Board of Finance Clerk	

Town of Colchester

General Fund

Budget Transfer/Additional Appropriation

Departmen	t: Highway		
Reason for Request:	Office coverage for en	nployee FMLA leave - shared position with Se	ewer & Water department
Reason for Available Funds:	Employee absence du	e to FMLA leave	
From:	Account Number	Account Name	Amount
	13201-40101	Highway - Regular Payroll	662
	f -		
]		
т		-	
То:	13201-40105	Highway - Contractual, Temp Payroll	662
	Control of the Contro		
	Dec 7, 2010	n 1 h	
	Date Requested	Department Director or Supervisor - Si	gnature
		Print Name Kevin Kelly	
		7 .1	
	12(9(10)	4 May 1	
	Date Reviewed	Chief Financial Officer	
	Date Approved	First/Selectman	
	Date Approved	Board of Selectmen Clerk	
	Date Approved	Roard of Finance Clork	



OFFICE of the FIRST SELECTMAN

Proclamation

HONORABLE JODI THOMAS JUDGE OF PROBATE

Whereas; for the past four years Jodi Thomas has served as Probate Court Judge for the Towns of Lebanon and Colchester with distinction; AND

Whereas; her care and concern for the elderly has been evidenced by her willingness to meet with them in their homes and skilled nursing facilities throughout the district; AND

Whereas; her compassion for those with mental retardation has been exhibited by her thoroughness in your oversight of their case management; AND

Whereas; her gentleness has helped to alleviate the fears of those going through difficult times in the loss of a loved one; AND

Whereas; many a family battle has been settled successfully due to her extraordinary mediation skills; AND

Whereas; her attentiveness to the best interest of the children has been witnessed and appreciated by those who have come before her in the New London Regional Children's Probate Court.

Now, THEREFORE, the Board of Selectmen of the Town of Colchester, Connecticut, does hereby acknowledge and celebrate the dedication and personal commitment Judge Jodi Thomas has made to her fellow citizens and the Town of Colchester.

Further, the Board of Selectmen does hereby proclaim their thanks and appreciation for a job well done. You have made a difference.

Gregg Schuster First Selectman

Board of Selectmen Colchester Town Hall First Selectman's Office 127 Norwich Avenue Colchester, Ct 06415



Dave Dander, Chairman
Colchester Health District Task Force
Colchester Town Hall
First Selectman's Office
127 Norwich Avenue
Colchester, Ct 06415

December 9, 2010

Dear members of the Board of Selectmen,

On October 18th the Colchester Health District Task Force voted to make two recommendations to Colchester's Board of Selectmen.

The first vote was to approve the following motion:

"To recommend to the Board of Selectman that Colchester join a Health District."

The motion passed unanimously.

The second vote was to approve the following motion:

"To recommend to the Board of Selectman that Colchester pursues membership in the Chatham Health District."

That motion also passed unanimously.

Since that time, the task force has been working to create and finalize a report that includes not only our recommendations, but also a description of the methods we used and the various results yielded from those methods.

On behalf of the Colchester Health District Task Force, I am pleased to present our report and recommendations. We look forward to having the opportunity to address any questions you may have about our recommendations at your next scheduled meeting on December 16th.

Kindest regards,

Dave Dander, Chairman

Colchester Health District Task Force

Recommendation to the Colchester Board of Selectmen from the Colchester Health District Task Force

December 6, 2010

Colchester Health District Task Force

Dave Dander, Chairman

Christine Miskell, Secretary

Jean Amara, Member

Sharon Laliberte, Member

John Malsbenden, Member

Michael Misiewicz, Member

Blyse Soby, Member

Jim Maffuid, Alternate

Keri Shkutzko, Alternate

Jim Ford, Ex-Officio Member, Board of Selectmen

Wendy Mis, Director of Health

Section I: Introduction

On February 18th, 2010 the Colchester Board of Selectmen voted to create a Health District Task Force. During the following months, potential members were interviewed and selected by the Board of Selectmen. The appointed Task Force consisting of nine members (seven members and two alternates), all residents of Colchester met from May through December when the recommendation was made to the Board of Selectmen. The charge of this Task Force was to make a recommendation to the Board of Selectmen as to whether the town should: 1) continue to have its own Health Department; 2) join an existing regional health organization (and if so, which one); or 3) create a new regional health district by joining with other towns not currently part of a Health District.

On October 18, 2010, the Task Force voted unanimously in favor of recommending to the Colchester Board of Selectmen that Colchester join a health district. The Task force then voted unanimously in favor of recommending to the Colchester Board of Selectmen that Colchester pursue membership in the Chatham Health District.

Section II: Methods

The various methods used by the Task Force in gathering information to determine which of the available options for providing public health services was the best for Colchester are outlined below.

Education of Task Force Members about Public Health

Wendy Mis, Colchester Director of Health, provided an overview of the many functions of public health. She also provided an overview of the specific services provided by the Colchester Health Department. Ms. Mis was available at the meetings and throughout the process to answer questions and provide technical support as needed.

Contact with existing districts to determine level of interest in having Colchester join

The Task Force contacted four nearby Health Districts in order to gauge their level of interest in having Colchester join them. Emails were sent to Directors of Health from Eastern Highlands Health District (EHHD), Chatham Health District (CHD), Uncas Health District (UHD) and Ledge Light Health District (LLHD). The Director from EHHD recommended that we pursue Health Districts that were geographically contiguous with the town. The Directors of Health from CHD, UHD and LLHD all expressed an interest exploring the possibility of Colchester joining their district.

Solicitation of Community Input

Stakeholder Satisfaction Survey

The Task Force created a brief six question Stakeholder Satisfaction Survey (Appendix A) to determine how the Health Department/ Health Districts are used by stakeholders (including residents, elected officials, food service licensees and contractors/builders)

and to gauge their level of satisfaction with that service. The LLHD and CHD agreed to make the surveys available to stakeholders by posting them in their offices. UHD opted not to do so. Copies of the survey were also mailed to food service vendors and contractors who work in Colchester and in towns served by one or more of the other Health Districts. A link to the survey was available on the Colchester Town webpage and it was mentioned in the First Selectman's column in the Colchester Bulletin. Additionally, a number of phone surveys were conducted with other stakeholders.

Citizens' Comments at Meetings

Comments from citizens were welcome at all meetings of the Task Force. All meeting dates and times as well as meeting agendas and minutes were filed in the Town Clerk's office as required by law and were posted on the Colchester Town webpage.

Creation of Health District Evaluation Tool

The Task Force developed an Evaluation Tool (Appendix B) to collect pertinent details about each of the options being considered and to facilitate comparison and evaluation of those options. The tool included questions addressing populations and demographics, services and staffing, and fees as well as other details Task Force members thought might be relevant to our decision. The Evaluation Tool was distributed to and completed by each of the Health Districts and by the Colchester Health Department. Completion of the Evaluation Tool for the option of creating a new District was not possible due to a lack of data, details and information about that option.

Presentations by Health Officials

Representatives from each of the Health Districts being considered (CHD, LLHD, UHD) and the Colchester Health Department accepted invitations to make a presentation to the Task Force about their District/Department and to give the Task Force members the opportunity to ask questions.

District Board of Director Meetings

Small groups of 1-3 Task Force members attended Board of Director meetings for each of the Health Districts being evaluated.

Discussions with Elected Officials

Small groups of 1-3 Task Force members spoke with elected officials from nearly all communities served by the Health Districts being considered. The Task Force members reported back to the group about their discussions.

Southeastern Connecticut Council of Governments Health Task Force Committee Meeting

Several Task Force members attended a meeting of the Southeastern Connecticut Council of Governments (SCCOG) Health Task Force Committee. This group of elected officials (largely from rural communities currently served by part-time Directors of Health and sanitarians) was exploring the possibility of creating a new Health District in order to provide full-time public health services to their residents.

Scoring Rubric

Once all of the above the data had been collected, Task Force members created and used the Scoring Rubric (Appendix C) to rate the various options being considered based upon specific criteria.

Section III: Results

Stakeholder Satisfaction Survey

A total of 43 completed Stakeholder Satisfaction Surveys were returned including 20 for the Colchester Health Department, 20 for LLHD, 3 for CHD and 0 for UHD. The Task Force recognizes that the overall response rate was very low but a brief summary of the responses received is provided below for completeness. Most respondents described themselves as residents or builders/contractors and the most common reasons for using the health department/district were food permits (professional or non profit), building permits and septic permits. Between 85% and 100% of respondents reported being "very satisfied" or "satisfied" with the services they had received from their local health department or district. Between 90% and 100% percent felt that their needs were met in a timely manner. Among Colchester residents, 65% felt that it was important that services be provided locally. Tables showing the results of the Stakeholder Surveys are provided in Appendix D.

Summary of Comments from Colchester Citizens

The Task Force carefully reviewed all questions and concerns that were voiced by Colchester's citizens during the evaluation process, and citizens received explanation and feedback from the Task Force at time of discussion. Areas addressed:

Protection of Local Interests

- How will Town and citizen's interests be protected if the decision is made to join a health district?
- Who makes a district's operating rules and who provides oversight?
- Is it true there is a mandatory 2-year contract by statute?
- If Colchester is dissatisfied with health district services, what would happen? Will there be an appeal process?

Operations

- Did Colchester handle the H1N1 vaccination program or were any other resources utilized?
- What happens when grant for Colchester Emergency Preparedness Coordinator runs out?
- What is the turnaround time for local vs. district services? How will adjustments be made when the economy improves, e.g., for builders and contractors whose work is dependent upon permits?
- What are the effects of decentralized services? Were there any concerns from citizens living or working in towns that utilized districts?
- What will happen to current Colchester Health Department staff? Concern was expressed
 about interacting with district employees who might not be invested in the town, who were
 unfamiliar to citizens, and who might have different interpretations of how to meet permit
 and other requirements.

Financial Management and Other Alternatives

- Given that Colchester will lose revenue generated by fees for local health department services, would joining a health district be less expensive than maintaining a local health department?
- Could/should Colchester's service fees be increased in order to keep the status quo? How do our costs compare with other towns and districts?
- Would it be possible for Colchester to compete with health districts for grants?
- Could Colchester offer its health department services to other towns to offset costs?
- Who will analyze the financial impact of a decision? The HDTF? BoF? BoS?

Health District Evaluation Tool and Presentations by District Officials

The following table summarizes selected data from the completed evaluation tools.

	Chatham	Ledge Light	Uncas Health	Colchester Health
	Health District	Health District	District	Department
Number of Communities/Towns served	6	6	7	1
Population served	54,601	125,567	79,659	15,495
Per capita staffing	15/100,000	19/100,000	11/100,000	2.5 staff =16/100,000 2 staff = 13/100,000
Per capita fee	\$8.00	\$7.60	\$6.82	\$8.54
Contiguous with	Yes	No	Yes	Not Applicable

Colchester		

For reference, copies of the completed evaluation tools for CHD, LLHD, UHD and the Colchester Health Department are included in Appendix E.

Each of the three Health Districts serves 6-7 individual communities representing 54,601 – 125,567 residents. The Colchester Health Department serves the residents of Colchester (approximately 15,500). Both LLHD and UHD include larger cities as well as smaller suburban/rural towns. CHD currently includes only suburban/rural towns which are either smaller than or similar in size to Colchester.

All 3 Health Districts and the Colchester Health Department provide varying degrees of the same basic public health services including environmental health (such as food inspection and well and septic inspection), health education, disease control and emergency preparedness. All employ a Director of Health and a number of sanitarians, lead inspectors, health educators/outreach workers, nurses and emergency preparedness staff. Both Colchester Health Department and CHD currently collaborate with Middlesex Hospital to provide various medical services.

The staffing rates for the Health Districts and the Colchester Health Department range from 11-19 staff per 100,000 residents served. The Colchester Health Department currently has 2.5 FTE resulting in a staffing rate of 16 staff per 100,000 residents. Without the half-time, grant-funded emergency preparedness coordinator the staffing rate for the Colchester Health Department would be 13 staff per 100,000 residents. In terms of absolute numbers, the Health Districts have larger numbers of employees than the Colchester Health Department. Although the staffing rates for both UHD and CHD are actually lower than for the Colchester Health Department, the larger absolute number of staff allows for increased capacity to accommodate surge in the event of a public health emergency.

Per capita fees for the individual Health Districts are very similar, ranging from \$6.82 to \$8.00. Based on unaudited data from the fiscal year ending 6/30/2010 the gross cost of operating the Colchester Health Department was \$159,698 and revenues were \$27,350 resulting in a net cost of \$132,348. Given a population of 15,495, the per capita cost of operating the Colchester Health Department during the fiscal year ending 6/30/2010 was \$132,348/15,495 = \$8.54.

Beginning in State Fiscal Year 2010, per capita grants made to local health departments from the Connecticut Department of Public Health (DPH) were eliminated for all municipal Health Departments serving fewer than 50,000 people. As a result, each Health District is still eligible to receive per capita grant funds from DPH but the Colchester Health Department is not.

Representatives from all three Health Districts indicated an intention to offer positions to current full-time Colchester Health Department employees in accordance with the requirements of state statute. All three Health Districts indicated that a satellite office would likely be needed

in Colchester. CHD indicated that all satellite offices are staffed fulltime according to the schedule provided by Town Hall. Both LLHD and UHD indicated that staffing of a satellite office in Colchester would be determined by the types and amounts of services as needed.

Both CHD and UHD are geographically contiguous with Colchester. Colchester shares borders with East Haddam, East Hampton, Marlborough and Hebron, all of which are part of the CHD. Colchester also shares a border with Bozrah, which is part of the UHD. The closest town to Colchester from the LLHD is East Lyme.

Neither any of the Districts nor the Colchester Health Department reported any pending litigation or legal issues.

In addition to completing the Evaluation Tool for the Colchester Health Department, at the request of the Task Force, Wendy Mis, Colchester's Director of Health, provided a presentation recapping the public health needs of Colchester.

She identified staffing, funding and the ability to address public health concerns in both the long and short term as specific needs. Also mentioned was Colchester's ability to tap into regional resource sharing, which is enhanced, in part, by the fact that Colchester's Health Department is highly regarded in the public health community; a point shared by all three of the health districts that were interviewed.

Cuts to the Colchester Health Department's budget last year resulted in staff reductions. The possibility of future cuts to the health department's budget puts the health department's ability to maintain the same level of services that Colchester residents have enjoyed in jeopardy. Adding to this concern is the prospect of lower grant funding from the State, given the economic climate as well as the elimination of per-capita funding for town health departments.

Wendy indicated that The Governor's Council on Local Public Health is moving forward on reducing state funding to health departments, reducing the number of health departments/districts and the implementation of accreditation standards for local health departments. She also indicated that although the specific language may change, the concepts of this plan will move forward.

Finances

All three Health Districts submitted three years of audited financial reports for the FYE June 30, 1997-99, as well as a current budget. A review of the CHD, LLHD, and UHD audited Financial Reports for the fiscal year ending June 30, 2009 disclosed that all three were fiscally solvent. The Government-Wide reports within the audit report are a measure of each Health District's long-term financial condition. All three districts had positive Net Assets.

As Chatham was the recommended choice of The Colchester Health District Task Force, following is a summary of major audit findings.

Within the "Schedule of Findings and Questionable Costs" section of the Audit Report, CHD had no issues with regard to internal control over financial reporting and the audit did not identify any deficiencies that were considered material weaknesses. CHD complied (1) in all material respects with the requirements applicable to each of its major state programs and (2) on internal control over compliance in accordance with the State Single Audit Act.

Financial Summary - Chatham Health District- Government Wide Financial Analysis

NET ASSETS

FYE 6/30/09

Total Assets \$ 194,086 Total Liabilities \$ 125,727

Net Assets \$ 68,359 (\$12,738 net capital assets, 55,621 unrestricted)

Chatham Health District

CHANGE IN NET ASSETS

FYE 6/30/09

Total Revenues \$ 713,937

Total Expenses \$ 726,244

Change in Net Assets \$ (12,307)

Net Assets (7/1/08) \$ 80,666

Net Assets (6/30/09) \$ 68,359 (\$12,738 net capital assets, \$55,621 unrestricted)

District Board of Director Meetings

Small groups of Task Force members attended Board of Directors' meetings for each of the three Health Districts under consideration. Meeting attendance occurred between June and September.

The intent was to gain an increased understanding about the way each District and Board of Directors functioned to support its member towns, and to determine whether any of the districts might be a good match for Colchester. Members found the meeting attendance to be useful in understanding the culture of each of the Districts.

Chatham Health District [CHD]

On June 29, 2010, three members of the HDTF attended a Board of Directors meeting for CHD at the District offices in East Hampton. Summary of impressions:

• The meeting was well-organized and all members of the Health District Board were present. The board consisted of government officials and community members who were appointed.

- Programs with students were discussed. Students spent time with various the Health Director and/or sanitarians to see what they do. The students' responses were positive.
- Flu clinics and the collaboration of various towns and Middlesex Hospital were discussed.
- A breast cancer awareness grant was discussed. A part-time nurse was allocated to carry out this project. A guilt raffle will help offset costs.
- Emergency preparedness was discussed within the district, in response to recent use in another town. Emergency preparedness coordinator was present from the Town of East Hampton.
- The Director's Report included discussion about the potential impact of anticipated decreases in grant funding on the District. Discussion ensued regarding the use of grants to enhance programs instead of relying on them for programs.
- Restaurant inspections in some individual towns were behind due to other projects. It was
 asked of the District to provide additional support to bring the rate of completed inspections
 up to acceptable levels.
- Finances/budget was discussed. The question of rate increases in light of the current economy was tabled for a separate meeting.
- Training is ongoing for unifying the housing code.

Ledge Light Health District [LLHD]

On July 8, 2010, a HDTF member attended a Board of Directors meeting for LLHD at the Groton public library. Summary of impressions:

- The meeting was well organized, and well attended by Board members, LLHD employees, student interns and their coordinator.
- In addition to providing various types of reports, LLHD has an ongoing practice of providing
 education to its Board on its activities through staff presentations throughout the year. The
 prior month, food safety and a cafeteria program were discussed. (LLHD also runs an
 accredited food service school to generate extra money.) During the meeting attended, the
 presentations covered a Health Equity Alliance grant project and promotion of workforce
 development.
- Student interns spoke about the many opportunities they had to learn about active public health practice, and about how they planned to incorporate this important experience into their future professional and educational goals.
- Grant presentations were focused, of very high quality, and utilized tools such as state-ofthe-art data mapping techniques to explain projects to the Board.
- The Health Director is actively engaged with state and national public health groups. Additionally, the district is well represented at major public health conferences through director and board member attendance.
- Due to an employee injury, some information required for the financial report was unavailable and will be discussed at the next meeting.

• The HDTF member was not able to fully observe meeting interactions because the Board went into executive session. Members of the Board commented favorably about the two presentations that were given.

Uncas Health District [UHD]

On Sept. 9, 2010, two HDTF members attended an UHD Board of Directors meeting at the UHD offices in Norwich. Summary of impressions:

- The meeting was well attended by Board representatives and UHD employees; no citizens of member towns/cities were present.
- The Chairman and Health Director provided an orientation for new towns regarding Board
 expectations for individual members. Additionally, they explained the legal mandate to
 provide oversight and support to the UHD and its health director through regular
 attendance at meetings and subcommittee work.
- New member towns reported receiving a positive response from their communities to date, and all commented favorably on the seamless service integration they had experienced during the transition from local to district services.
- The Chairman conducted the meeting in an open and dynamic manner. All present
 appeared to be comfortable asking questions and commenting on agenda items. There did
 not seem to be any time constraints for discussion, and ample opportunity was given for
 debate and resolution before the Board went into executive session to discuss personnel
 matters.
- Following a finance sub-committee report, budget changes that had been necessary to incorporate the new towns were discussed extensively. The Board also reviewed grant status and procedures for discretionary spending.
- Fees for services that had been revised for fiscal year 2009 were discussed. The Health Director gave a progress report for the first year of the inspection cycle, emphasizing provision of technical and educational support during the permit process for citizens who needed permits. The Board considered how new towns might be impacted and agreed upon additional ways to incorporate and support the new groups.
- Management report included information about new multilingual services on the UHD website that were developed through a TVCCA grant. They would be able to accommodate 15-20 languages. A large, local, non-English-speaking population speaks approximately 32 languages; Board members expressed concern that all languages be accommodated. Additional cost-effective strategies were identified during the discussion, to be implemented by the district.
- The Director actively networks on the state level to effect policy change for health districts and has assumed a leadership role as president of the CT Association of Directors of Health.

Discussions with Elected Officials

In late summer and early fall, small groups of Task Force members met with CEOs of all but three of the towns and cities currently in one of the districts under consideration. The three towns that could not be reached or that were unavailable at the time were the Town of Groton, the City of New London and Bozrah.

Summary of CEO perceptions:

Questions	CHD	LLHD	UHD
How many years has your town/city been in the health district?	Varied from 2-7 years (formation of the district). A new town is currently starting to transition in through contracted services.	Varied from a few years to 20+ years (when the district was formed).	Several towns were new; others had lengthy experience with the district from its inception, either as CEOs or as committee members working in that town/city.
How is your town/city represented on the district's Board of Directors?	Present and former Selectmen, a Town Manager, a Town Planner, a Public Health Coordinator and citizens.	Primarily appointed citizens who have an interest in health district activities, such as medical professionals, but not necessarily town officials, nor individuals with prior experience on town committees.	Representation for new towns had not been determined at the time of discussion. CEOs made a strong attempt to serve or have another appointed official serve on the board.

Questions	CHD	LLHD	UHD
What does your town/city pay for health district services and fees? If there have been any changes since you joined the health district, have they been reasonable?	The fee schedule increased for the first time in many years and additional fees have been added for new services. Cost per capita has risen minimally over the last few years because of how the district is funded and operating costs have remained stable.	All towns/cities in the district are required to pay the same per capita rate, regardless of the level of services they require. Several towns were very concerned about increases in health district fees and charges over the past few years. Although not all CEOs were affected to the same degree because of individual demographics and town infrastructure, all reported working together to change board policy and, in one case, a state law, to help the affected towns.	New towns explored different options for providing services but found regionalization was the most cost effective. CEOs were receptive to new ideas, such as that of a possible new district if similar services could be purchased for less money. However, the cost of UHD and its fees were considered reasonable and fair.

Questions CHD LLI	D UHD
your overall level of satisfaction with district services? Is there any specific information you would be willing to share? officials who were interviewed were satisfied with the services, timeliness, professionalism, and efficiency of CHD. results interviewed were check the services, timeliness, professionalism, and efficiency of check the services at interviewed were satisfied with the services, timeliness, professionalism, and efficiency of check the services at interviewed were satisfied with the services, timeliness, professionalism, and efficiency of check the services at interviewed were satisfied with the services, timeliness, and efficiency of check the services at interviewed were satisfied with the services, timeliness, and efficiency of check the services at interviewed were	All CEOs stated they were satisfied with the work of UHD. There were several recent delays in obtaining permits, but CEOs understand the difficulty of incorporating several new towns into the district. CEOs said there will always be certain problems working with a district versus having a local health department. However, when problems occur, they are confident that UHD will work diligently to resolve them.

Questions	CHD	LLHD	UHD
How might your town/city be impacted if Colchester became part of your health district?	ceos generally seemed pleased that Colchester was thinking of joining CHD, verbalizing the homogeneous nature of Colchester with the towns in the district. However, one CEO verbalized concern that an extra town may put a strain on the district.	CEOs did not believe there would be any impact to their services, because LLHD had many resources that could be utilized.	The only concern expressed about having Colchester join UHD at this time was that several new towns were still transitioning, and UHD could become overwhelmed if it got too big too soon. CEOs did not foresee a problem after the district had time to develop and the new towns settled in.

Lessons learned:

Based upon feedback from these discussions with the CEOs, any town interested in joining a health district, might find the following insights and observations to be helpful:

It is difficult to return to local services once a town enters into a contract with a health district. It may not be possible to reestablish funding for a health department in the town budget. Also, personnel may no longer be available for a variety of reasons [e.g., salary structure, benefits, retirement, competition with the district for personnel, etc.].

Health Districts are business organizations. There will not be the same degree of local control and utilization of district services may seem less personal and more "businesslike" to citizens who have been used to dealing with local officials.

It is important to ensure that contracts with districts are clearly written, well understood, and monitored, to minimize any potential misunderstandings between the health district, town personnel and its citizens.

A common misunderstanding is that there is a "cafeteria menu" of services a town can choose from. However, towns are not automatically included in district grants; it depends upon the grant and how it is written.

Southeastern Connecticut Council of Governments Health Task Force Committee Meeting (9/2/10)

The following towns were represented at the meeting: E. Lyme, Franklin, Lebanon, Ledyard, N. Stonington, and Voluntown. Non-attending possibly interested towns: Griswold, Lisbon, Preston, Salem, Stonington.

Lisbon, Griswold, and Voluntown are members of UHD.

E. Lyme and Ledyard are members of LLHD.

Summary of Key Points from the Meeting

- Limited details were available regarding budget and types and level of staffing needed and a vision for the future.
- Some members voiced frustration at the slow progress towards establishing a new health district Lebanon subsequently withdrew from the group.
- The new District could potentially include a number of communities that were geographically distant from each other and from Colchester.
- Potential member communities are also extremely diverse in terms of population, demographics and existing public health infrastructure.
- At the time of the meeting SCCOG Task Force plan was in the developmental stage and had not matured to the point that it was considered a viable alternative for Colchester.

Subsequent to the meeting, the SCCOG forwarded to the Task Force a document outlining additional details of the plan. The document shows the current levels of public health staffing in each of the communities and it lists the number and types of services provided by those staff. The document shows that current per capita expenditures for public health services in several potential member towns range from \$3.49 to \$7.73.

The proposed new Health District would include a Director of Health, full- and part-time sanitarians, an office manager and nursing services. The total proposed budget is budget is \$481,233. The proposal calls for income (including fees, grants and DPH per capita funds) totaling \$228,649. The net cost after income is therefore projected to be \$252,584. If East Lyme, Franklin, Ledyard, North Stonington, Preston and Stonington are all members, the total population would be 64,135 resulting in a per capita cost of \$3.57.

Scoring Rubric

Each member of the Health District Task Force independently completed a Scoring Rubric prior to the October 4, 2010 meeting of the Task Force. At the meeting, members discussed questions, concerns and issues related to the scoring of each option. At the end of the meeting, each member was asked to rank the five options (CHD, LLHD, UHD, Colchester Health Department and formation of a new Health District) based upon his or her Total

Scores in the bottom row of Rubric. The following table summarizes individual member rankings and the overall ranking of the five options. Members assigned a score of five to their top ranked option and a score of one to their lowest ranked option.

Scores of Various Options by Task Force Members (5 = top choice, highest rank, 1=last choice, lowest rank)

Member	CHD	UHD	LLHD	Colchester Health Dept.	New
1	5	2	3	4	1
2	5	3	2	4	1
3	5	2	3	4	1
4	4	2.5**	2.5**	5	1
5	3	4	2	5	1
6	5	4	2	3	1
7	5	2	3.5**	3.5**	1
Total	32	19.5	18	28.5	7

^{**}In the event of a tie, the average score was assigned to both of the tied options.

One member was not present for the scoring and one alternate abstained from scoring.

Based upon the total scores in this table, the options in order of preference from highest (most preferred option) to lowest (least preferred option) are as follows:

1: CHD

2: Colchester Health Department

3: UHD

4: LLHD

5: new Health District

Section IV: Recommendation

On October 18, 2010, the Task Force took the following actions.

The Task Force voted unanimously in favor of recommending to the Colchester Board of Selectmen that Colchester join a health district.

The Task Force voted unanimously in favor of recommending to the Colchester Board of Selectmen that Colchester pursue membership in the Chatham Health District.

Colchester's Health Department is highly regarded in the public health community. This point was shared by representatives from all three of the health districts considered by the Task Force and has been an important factor in Colchester's ability to tap into regional resource sharing. Cuts to the Colchester Health Department's budget last year resulted in staff reductions. The possibility of future cuts to the health department's budget jeopardizes the health department's ability to maintain the same level of services that Colchester residents have come to expect. Adding to this concern is the prospect of lower grant funding from the State, given the economic climate as well as the elimination of per-capita funding for small towns.

In light of these facts, the Task Force believes that joining a health district is the best way to ensure the ability to provide comprehensive public health services to the residents of Colchester in the long and short term. Joining a health district would provide greater resources, increased response capacity and increased state funding. Each of the Health Districts considered has greater breadth and depth of staffing than the current municipal department. As a result, the Districts offer additional routine services and have greater surge capacity to respond to emerging issues (such as budget cuts) or public health emergencies. Unlike the Colchester Health Department, the Districts qualify for per capita grant funding from Connecticut Department of Public Health and have increased capacity to meet accreditation requirements which are likely to be implemented in the near future.

All 3 districts considered by the Task Force are very qualified and provide high quality public health services to their members. However, there are several reasons that Chatham Health District is the "best fit" for Colchester. Chatham Health District currently consists of six towns, East Haddam, East Hampton, Haddam, Hebron, Marlborough and Portland with a total population of 54,605. The District was initially created in 2003 so it has a solid seven year history of operations and meeting the needs of community, with no voiced or documented formal complaints from residents of the district. The demographics of the member towns are very similar to those of Colchester. In addition, the member towns of the district have similar public health issues to those in Colchester. Colchester would be among the largest towns in the District and would have two representatives on the nine-member Board of Directors.

Chatham Health District is contiguous with Colchester and is logistically compatible. The contiguous towns of the district make access and response, whether it is for routine inspections or a public health emergency, significantly easier. Chatham's operational structure remains de-centralized with staff

focused on specific member town issues rather than a large centralized office that could be perceived as disconnected from the real operational issues of member towns. Chatham Health District is planning on integrating existing Colchester Health Department staff which would help to minimize confusion or disruption during the transition (this was a concern expressed by some residents). The culture of CHD is similar to that of the Colchester Health Department and the management style of the Director of Health, Thad King, is similar to that of Wendy Mis. This should also contribute to a smooth transition.

Like the Colchester Health Department, CHD's short term public health plans focus on environmental issues and community collaborations. Some of the recent environment issues include septic, housing and contamination issues. The community collaboration efforts include a school-aged flu vaccine program and a breast cancer awareness grant. Both CHD and the Colchester Health Department currently collaborate with Middlesex Hospital to provide certain medical services.

CHD's per capita "membership" fee has risen minimally over the last couple of years. It is estimated that Colchester will have approximately a \$7,000 cost savings by joining CHD (Specifics of the calculations are provided in Appendix F). Adding Colchester's population of approximately 15,685 to the existing CHD population would result in an increase in state per capita funding to CHD in the amount of about \$32,625. CHD does not rely on grant funding to provide basic services. Instead, they use grant funds to enhance services. The CHD philosophy on grant funding is to establish grant funded programs based on community need. Chatham has been successful in securing grants that meet community need and cultivate lasting relationships with community partners. The goal being that with the help of partnerships, the community program is able to sustain itself even after the grant funding has ended.

In summary, the Task Force is recommending that Colchester pursue joining the Chatham Health District. After thoroughly researching and analyzing a variety of factors, the Task Force is confident that Chatham Health District is the "best fit" for Colchester, offers cost savings opportunities and will be minimally disruptive to the operations and public health services provided.

The Task Force would like to thank Wendy Mis, Colchester Director of Health, for her help during this process. Her expertise and support have been enormous assets to the work of the group. She was instrumental in educating the group about public health, guiding us through the history of the health department and other districts and helping us to understand the State's current and future direction with regard to public health services.

Supplemental Materials

Appendix A: Blank Stakeholder Satisfaction Survey

Appendix B: Blank Health District Evaluation Tool

Appendix C: Blank Scoring Rubric

Appendix D: Results of Stakeholder Survey

Appendix E: Completed Evaluation Tools for CHD, LLHD, UHD and Colchester Health Department

Appendix F: Calculation of cost savings associated with joining CHD

Appendix A: Blank Stakeholder Satisfaction Survey

Health District Task Force Stakeholder Survey

1) FOR	which Health District / Health Department are you c	ompi	eting this survey?
Ħ	Chatham Health District	Ħ	Ledge Light Health District
Ħ	Colchester Health Department	Ħ	Uncas Health District
	what reasons have you used the Health District / Health Control / Health District /	alth I	Department?
Ħ	Food service licensing/inspection	Ħ	Daycare services
Ħ	Building permit/inspection		licensing/inspection
Ħ	Septic permit/inspection	Ħ	Complaint
Ħ	Well permit/inspection		
Ħ	Other (please specify):		
3) How	au satisfied were you with your interaction with the H	ealth	District / Health Department?
Ħ	Very satisfied	Ħ	Somewhat satisfied
Ħ	Satisfied	Ħ	Not satisfied
4) Do y	ou feel that your needs were met in a timely manner	r?	
	Yes, for the most part Other (please specify):		No, for the most part
	-		
5) IS It 1	important that your service be provided from a local	OTTIC	e (in the town where you live or work)?
ţ	‡ Yes	1	□ No
6) For	classification purposes, please choose the category	ory tl	hat best describes you
	Town resident		
	Licensed food establishment		
	Builder/contractor		
Ħ	Municipal official/employee		

Appendix B: Blank Health District Evaluation Tool

General				
1) What are the advantages and disadvantages to Colchester joining your Health District?				
2) Is there any pending litigation /lawsuit a	gainst the District? Yes No			
If yes, please explain:	gamat the District. Tes No			
	pulation Served			
3) Number of towns served				
4) Total Population served				
Demographics of your District 5) Age Groups (%)				
< 5 years				
19 years and alder				
18 years and older				
65 and older				
6) Race (%)				
White				
Black/African American				
Anna dan II Ba (Al II Alaif				
American Indian/Alaskan Native				
Asian				
Native Hawaiian or other Pacific Islander				
Other				
Other				
More than one race				
7) Ethnicity				
Hispanic/Latino				

	Finance	es		
8) Per capita fee charged to member				
communities				
9) Grant writing capacity				
Jy Grant writing capacity				
10) Please attach the following:	<u> </u>			
	of your fee sch			
·	3 audited fina			
Budgeted actual e			ars	
Copy of	your current	budget		
	Staffing			
11) Please attach a copy of your organization	onal chart			
12) Overall number of staff per capita				
		T	Grant	
13) Types of Staff			funded?	Other
13) Types of Staff	# full time	# part time	(%)	comments?
Sanitarian	# run time	" part time	(70)	Commences:
Samanan				
Health Educator/Outreach Worker				
,				
Lead Inspector				
Nurse				
Emergency Preparedness Coordinator				
			:	
Clerical				
Oth and a second site.				
Other: please specify				
Any contract employees?	N		<u></u>	
Any contract employees:	No	Yes	Mhya	
		How many?	Why?	
l l		t .	i	

Public Health Target Areas				
	In house /	Grant funded		
	partnership	(Y/N), if Y,(%)	Comments	
14) Public Health Statistics				
15) Health Education				
Screening services (BP, others?)				
Community outreach/presentations				
Youth/Community Groups				
Other				
16) Nutritional Services				
17) Maternal and Child Health Svc	<u> </u>	·		
School based clinics				
WIC				
Other				
18) Disease Control				
Infectious Disease Report Follow Up				
Outbreak Investigation				
Vaccination Clinics (Flu, Hep B, Others)				
Pediatric Immunization Tracking				
Dental program				
19) Community Nursing	I			
Visiting nurses				
20) Emergency Response Planning/ Bioterr	orism Planning			
Plan up to date?				
Interaction with town departments				
21) Environmental Health				
Food service establishments to inspect				
(# in each class)				
(% up to date)				
Septic				
(turnaround : plan submission to				
approval)				
Childcare facility inspection (District regulations or licensure				
requirement?)				
Lead Inspection				
(average # of inspections/ year)				
Last year, how many of	the following perm	its did you issue?		
	3.	•		
New Septic System S	eptic Repair	Wel		

	Other Questions
(attach add	itional sheets if necessary)
22) Do you pay for satellite office space used in member towns?	
23) Do you pay a fee for clerical support provided by staff in shared offices in member towns?	
24) How are satellite offices staffed (# staff, # hours/days)?	
25) How will you address the distance/travel time to and from Colchester?	
26) What do you anticipate will be the impact on turn-around time for services if we join your District?	
27) What would happen to current Colchester Health Department staff if we join your District?	
28) Do you provide any special services to the following special populations?	
Veterans	
Homebound	
Seniors	
Medicaid recipients	
Husky recipients	
29) Do you provide any of the following?	
Mental Health Services	
Substance Abuse Services	
30) Any important changes or trends in your population or services that could impact future services?	
	20

Appendix C: Blank Scoring Rubric

Health District Task Force Scoring Rubric

	Point	Points Awarded			
Criterion	Value	Chatham	Uncas	Ledge Light	Comments
Background and Experience	10				
Administration and Personnel	10				
Operations	10				
Strategic Thinking and Approach	10				
Financial Management	10				
Overall Impression	10				
Total	60				

This document defines the criteria used for scoring each Health District Proposal on the Health District Scoring Sheet, to ensure consistent assessment by each voting member.

1. Data Sources Used to Complete Evaluation

The Committee used the following data sources to evaluate each Health District proposal:

- Health District Presentations
- Health District Evaluation Questionnaire
- Board Meetings
- Health District Web Sites
- Discussions with Town CEOs and Other Town Officials
- Stakeholder Satisfaction Surveys

For a detailed list of sources, please consult the appendix of this report.

2. Explanation of Each Section of the Score Sheet

The following criteria appear on the score sheet. Each of the six criteria is assigned a possible point value of 10 points, for a total of 60 points. Voting members can award between 0 and 10 points to each Health District Proposal for each criterion.

Background and Experience (10 points)

This section evaluates the Health District on the background and experience of the organization as a whole (not its individual staff). Voting members considered:

- How many years has the organization operated, and what is the breadth and depth of its experience during that period?
- What is the geographic proximity to Colchester of district offices and member towns?
- Does Colchester have similar demographics to the towns already served?
- Have Colchester town officials or residents had any experience working with this
 Health District and/or its current staff members in the past? Positive/negative?
- What programs and services will the district offer to Colchester? New services not currently available? Cost-effective ways to perform existing services at or above existing standards?

Administration and Personnel (10 points)

This section evaluates the Health District on the background and experience of its current managers, employees and governing Board.

- How experienced are employees and managers?
- Do they have directly relevant experience with the scope of work required by Colchester?
- Are they familiar with Colchester? Is there a similar town already in the Health District?
- Have employees worked for the Health District for a long time, or are they relatively new? (Stability of workforce.)
- Does there appear to be an effective management approach? Do employees receive adequate training and supervision? How does the organization measure the effectiveness of its investment in personnel?

Operations (10 points)

This section evaluates the Health District on the quality and efficiency of its day-to-day operations.

- How are Health District employees organized to deliver services? How well would the approach work for Colchester?
- What standards are used for measurement (CQI, internal/external) and how well does the Health District meet those standards? (Any recent or significant issues?) How frequently are operations audited by an independent, qualified body?
- Were demographics of member towns considered in resource allocation? Any concerns?
- Positive or negative comments on use of technology and other resources.
- How does the Health District minimize exposure to legal liability? How are physical and electronic records protected? Is any regular information security audit conducted?
- How easy is it for consumers and member towns to acquire information?

Strategic Thinking and Approach (10 points)

This section evaluates the Health District on its ability to plan for the future in order to continue to deliver services.

- Does the Health District have a clearly articulated statement of purpose, and a multiyear plan for sustaining that purpose?
- Would the addition of Colchester and/or other towns in the near future possibly strain the resources of the Health District (technology, space, personnel, etc.)? How does the Health District measure and adjust to changes in demand for services?
- If the Health District allocates resources to grant writing and grant management, how does it measure the value of grants received (especially from the perspective of the member towns)? (What is the return on investment?)
- How does the Health District identify consumers of its services and perform outreach to those consumers?
- How well does the Health District engage stakeholders from member towns, community groups, industry groups, and state and federal agencies when planning?

Financial Management (10 points)

This section evaluates the Health District on its ability to manage its financial resources to deliver cost-effective services to Colchester.

- How experienced are the Health District financial managers? What kinds of reports are supplied to the operational managers and Board on a regular basis?
- Are regular audits conducted by independent bodies? Were there any concerns after review of submitted audits and budgets?
- Does the Health District appear to be financially stable? Any trending evident?
- Is the per capita rate and fee schedule reasonably consistent with other districts?
- How do the costs and quality of the Health District services compare to the current costs and quality of services provided by Colchester's health department?
- What are the projections for the district's expenses and revenues?

Overall Impressions (10 points)

This section evaluates the Health District on its engagement with Colchester during this review, and on its relationship with existing member towns.

- Was the Health District's presentation and evaluation questionnaire completed professionally, comprehensively, and with adequate detail?
- Was it consistent with other information obtained about the Health District?
- Are there any concerns about cultural fit between the organization and Colchester?
- Summarize results of discussions with CEOs and surveys. Were there any concerns? If so, how could these be addressed to protect Colchester's interests? [E.g. contract monitoring, etc.]

Appendix D: Results of Stakeholder Survey

Total Surveys Received	
Colchester Health Department	20
LLHD	20
CHD	3
UHD	0

Satisfaction with Interaction							
	very satisfied	satisfied	somewhat satisfied	Not satisfied			
Colchester Health							
Department	10	7	3	0			
LLHD*	17	2	0	0			
CHD	2	1	0	0			

^{*} One LLHD survey had no response for this question

In LLHD, 100% of the respondents were satisfied/very satisfied with the services, 85% of the Colchester respondents were satisfied/very satisfied with the services and 100% CHD respondents were satisfied/very satisfied with the services.

Needs met in a timely manner						
YES N						
Colchester Health Department	18	2				
LLHD	20	0				
CHD	3	0				

All (100%) of CHD and LLHD and 90% of Colchester Health Department respondents felt that their needs were met in a timely manner.

Important to have services local						
Yes						
Colchester Health Department	13	7				
LLHD	16	4				
CHD	1	2				

The importance of staff being local scored 80% in LLHD, 65% in Colchester Health Department, and 33% in CHD.

Category of respondent								
		builder/		licensed				
	town resident	contractor		food		Municipal		non-profit
Colchester Health								
Department	8		9		0		3	0_
LLHD	10		5		4		0	1
CHD	2		1		0		0	0

Reason for Utilizing the Health Department/District							
	food service (professional						
	or non	building	Septic	Well	daycare	public	
	profit)	permit*	permit	permit	services	health	Other
Colchester Health							
Department	4	5	6	1	0	1	3**
LLHD	8	1	4	2	0	1	4***
CHD	2	11	0	0	0	0	0

^{*}many building permits also included well and or septic permits

Respondents in Colchester identified themselves as primarily builders/contractors and residents. The services they requested were septic permits, building permits and food service. In LLHD respondents identified themselves as primarily town residents and builders/contractors. The services requested were food permits, septic permits, and well/pool permits. In CHD respondents identified themselves as primarily residents and builders/contractors. The services requested were primarily food and building permits.

^{**} interdepartmental

^{***}pool and environmental assessments

Appendix L. Completed Evaluation 10015 for CnD. Lind, Ond and Colchester nearth Departmen	Appendix E: Completed Evaluation 1	Tools for CHD. LLH	D. UHD and Colchester	· Health Department
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General

1) What are the advantages and disadvantages to Colchester joining your Health District?

A larger public health organization provides greater resources, response capacity, and planning. We have ten other staff to respond to needs or events in Colchester, including five Sanitarians, a health educator, emergency response coordinator, and cancer control coordinator. We are adjacent to your town on two borders and logistically compatible. We have member towns that are all similar in size, governance, and demographics. We provided a decentralized operation that retains a local office. We will integrate existing staff into our workforce. There is significant savings to the town in the operational budget. Colchester will have two members on a nine member board and will have the same representation status as East Hampton with which it has other long term regional associations through WPCA, Fire, Police and emergency communications.

Colchester would give up direct control of its local health department and program to the Chatham Board of Health. Colchester would lose its Director of Health. Planning for public health emergency preparedness that has centered in Region 2 with UNCAS Health District might be affected. Any new health regulations may disproportionately affect Colchester.

2) Is there any pending litigation /lawsuit against the District? Yes No If yes, please explain:						
Population Served						
3) Number of towns served						
·	Six					
4) Total Population served						
	54,601					
Demographics of your District						
5) Age Groups (%)						
< 5 years	3,436					
18 years and older	33,882					
65 and older	4,897					
	2000 census – 51,893					
6) Race (%)						
White	47,870					
Black/African American	740					

American Indian/Alaskan Native	84
Asian	544
Native Hawaiian or other Pacific Islander	15
Other	181
More than one race	556
7) Ethnicity Hispanic/Latino	707

Finances							
8) Per capita fee charged to member							
communities							
\$8.00 - 2007, 2008, 2009, 2010							
9) Grant writing capacity							
Two part time employees – CCC and HE							
10) Please attach the following:							
Copy of your fee schedule							
Copies of last 3 audited financial reports							
Budgeted actual	Budgeted actual expenditures for the last 3 years						
Сору	of your current budget						

	Staffing			
11) Please attach a copy of your organization	onal chart			
12) Overall number of staff per capita	6825			
13) Types of Staff	# full time	# part time	Grant funded? (%)	Other comments?
Sanitarian	5	1	15	
Health Educator/Outreach Worker		2	1- 15 1- 100	
Lead Inspector				
Nurse				

Emergency Preparedness Coordinator		1	100	
				•
Clerical	1		15	
Other: please specify				
Any contract employees?	No	Yes		
		How many?	Why?	
		1	Food Service Inspections	

Public	Health Target Are	eas	
	In house /	Grant funded	
	partnership	(Y/N), if Y,(%)	Comments
14) Public Health Statistics			
	In house		
15) Health Education			
Screening services (BP, others?)	Contractual		
Community outreach/presentations	In House	Yes - 50%	
Youth/Community Groups	In House		
Other			
16) Nutritional Services			
	Both		
17) Maternal and Child Health Svc			
School based clinics	None		
WIC	None		
Other			
18) Disease Control			
Infectious Disease Report Follow Up	In House		
Outbreak Investigation	In House		
Vaccination Clinics (Flu, Hep B, Others)	Both		
Pediatric Immunization Tracking	None		
Dental program	None		
19) Community Nursing			
Visiting nurses	Contractual		
20) Emergency Response Planning/ Bioterr	orism Planning		
Plan up to date?	Yes – 73 on last 1	ΓAR	

Interaction with town departments	Yes – EMDs organize local response with CHD	
21) Environmental Health		
Food service establishments to inspect	16 - Class I, 23 - Class 2, 43 - Class 3, 62 - Class 4	
(# in each class)	We have consistently conducted each month 70% of	
(% up to date)	the routine inspections over the last six months	
Septic	No specific time varies, usually one week for B100a	
(turnaround : plan submission to	review or several weeks for a new system if revisions	
approval)	are required	
Childcare facility inspection	8	
(District regulations or licensure		
requirement?)	None	
Lead Inspection		
(average # of inspections/ year)	2	
Last year, how many of the following permits did you issue?		
New Septic System90	Septic Repair83 Well149	

Other Questions		
(attach additional sheets if necessary)		
22) Do you pay for satellite office space used in member towns?	Used to, but leads to unequal per capita rates for Director of Health host town, lease separate DOH and central office.	
23) Do you pay a fee for clerical support provided by staff in shared offices in member towns?	No. We provide clerical support at the main office as needed. The per capita rate reflects all costs to the towns. A fee would be akin to paying ourselves.	
24) How are satellite offices staffed (# staff, # hours/days)?	We staff all offices fulltime with the schedule provided by the towns. We rotate personnel during the week to provided office time at each location	
25) How will you address the distance/travel time to and from Colchester?	One fulltime Sanitarian will be assigned to Colchester. It is anticipated the current employee will become the District Sanitarian for Colchester. In short those issues will be minimized.	
26) What do you anticipate will be the impact on turn-around time for services if we join your District?	Initially some policy or review processes may require additional coordination. Since we try to maintain the current system as much as possible so turn-around times should be the same.	
27) What would happen to current Colchester Health Department staff if we join your District?	We plan for them to become District employees as Sanitarian III and Director of Environmental Health, or Director of Community Health	
28) Do you provide any special services to the following special populations?		
Veterans	None Specific	

Homebound	Community Nursing Contract – Home Visitation
Seniors	Community Nursing Contract – Flu clinic BP Cholesterol
Medicaid recipients	Community Nursing Contract – Flu clinic, well child clinic
Husky recipients	
	Community Nursing Contract – Flu clinic, well child clinic
29) Do you provide any of the following?	
Mental Health Services	Contractual – North Central Region Mental Health Board
Substance Abuse Services	None
30) Any important changes or trends in your population or services that could impact future services?	There is a general migration from urban locations to suburban/ rural areas with increased interest in utility infrastructure. Increased emphasis on defining services area limits and providing new regulatory framework for management of private and semi-private wastewater and potable water systems is intensifying. Housing trend is towards increased rental and high density uses with increased inspection interest within the utility service boundary. Growing population interested in community based clinic services such as school age flu vaccination and an effective public health emergency response capacity. An aging population is interested in social support systems connected to health and prevention programs.

General

1) What are the advantages and disadvantages to Colchester joining your Health District?

The principal advantage benefiting Colchester is achieving dramatic increases in public health services, programs and expertise, at significant cost savings to Colchester Taxpayers. There are no perceived disadvantages.

Established in 1993, Ledge Light Health District (Ledge Light) provides comprehensive public health services for the 125,000 residents of the Town of East Lyme, the Town of Groton, the City of Groton, the Town of Ledyard, the City of New London and the Town of Waterford. Ledge Light's services are designed to improve the health, safety and quality of life of the service population and fulfill the organization's mission "to prevent disease, illness and injury; to protect our environment; and to promote improved health and prosperity for all residents." Ledge Light offers a full array of public health services including environmental health, health education, communicable disease tracking and prevention, and preparedness. A commitment to working collaboratively with partner agencies is part of the organizational culture and expectations at Ledge Light, where staff draw on the expertise of professionals from other disciplines to coordinate and improve service delivery for residents. Ledge Light's Groton Adolescent Substance Abuse Prevention Coalition (GASP) and Ledyard Safe Teens Coalition (LST), for example, each pull together representatives from 12 different sectors, including businesses, faith organizations and residents, to design and implement comprehensive community strategies to prevent underage drinking. Many of Ledge Light's health promotion programs have extended beyond the boundaries of the district to offer programs and services throughout New London County. SMILES Across Southeastern Connecticut, the Community Health Access Management Program, and the New London County Asthma Action Partnership all involved the coordination of professionals from multiple disciplines at a regional level.

For close to a decade, Ledge Light has demonstrated a clear commitment to improving public health preparedness at a regional level. Ledge Light has demonstrated leadership in bringing together multi-discipline groups both locally and regionally for the common purpose of advancing preparedness, response and recovery planning. Ledge Light has established collaborations and open communication channels with local, regional, statewide and multi-state partners that have resulted in the optimal use of shared resources and improved teamwork. Ledge Light has been the Regional lead public health agency in Southeastern Connecticut (DEMHS Region 4) for the past 3 years and was just awarded the same contract for an additional 3 years.

At Ledge Light, 24 culturally diverse professionals work together to address public health issues using a cross-discipline approach and a commitment to technology, communications and health equity. Ledge Light's staff includes experienced environmental health specialists and health educators as well as a GIS-specialist, a Registered Nurse, an epidemiologist, and communications and finance specialists. 71% of the staff is Bachelor-prepared and 30% hold Master degrees. Staff from all departments have been trained in the Incident Command System (ICS) and the National Incident Management System (NIMS) and regularly participate in preparedness activities. This large and skilled group stands

ready to respond to incidents around the clock.

Ledge Light consistently demonstrated a commitment to Continuous Quality Improvement (CQI) and has recently formed a staff committee to design and implement CQI tools such as customer satisfaction surveys.

The Ledge Light financial and technology infrastructure is well established and routinely reviewed and upgraded in order to maximize efficient use of available technology. Closed T1-circuits connect satellite offices to servers and phones (using VoIP) in the main office. Through a secure connection, staff can access databases and files from any computer with an internet connection. Ledge Light utilizes the VoiceReach system for blast messaging with local and regional partners. The website is updated regularly and credentialed staff can modify content from any location at any time as emergency situations unfold. FaceBook and Twitter accounts are also used to broadcast new information at a moment's notice.

Ledge Light currently manages 20 grants funded by state or federal agencies or private foundations. The accounting system is set-up to track expenses by individual grants and to report on the financial activity of each grant separately. Finance staff members work closely with program staff to monitor budgets and ensure that all expenditure and program progress reporting is accurate and timely. In 2008, the Board of Directors approved a written Cost Allocation Plan which documented existing practices of tracking and allocating grant expenditures.

Ledge Light's staff of 24 is diverse and generally reflective of the service population. The entire staff works collaboratively on all programs and the assigned staff will draw on the talents, knowledge and cultural perspectives of their colleagues to enhance regional planning. In addition to existing staff, Ledge Light has established relationships with individuals and organizations representing the predominant non-English-dominant populations. These resources will be are upon as needed to ensure that initiatives, programs and planning reach the needs of entire population base.

2) Is there any pending litigation /lawsuit against the District? No If yes, please explain:

Population Served		
3) Number of towns served	6 (Includes the City of Groton, Town of Groton, New	
	London, East Lyme, Waterford and Ledyard)	
4) Total Population served	125,567 (2010 CERC Town Profiles)	
Demographics of your District		
5) Age Groups (%)		
< 5 years	6.2	
18 years and older	80.3	

65 and older	13.5
6) Race (%) White	78.2
Black/African American	6.7
American Indian/Alaskan Native	.7
Asian	3.8
Native Hawaiian or other Pacific Islander	Included in "Asian"
Other	10.7
More than one race	Included in "Other"
7) Ethnicity Hispanic/Latino	9

Finances		
8) Per capita fee charged to member communities	\$7.60	
9) Grant writing capacity	% of total budget = 33.5% Currently the District administers 20 grant funded programs (Funded by federal & state agencies and private foundations)	
10) Please attach the following:		
Copy of your fee schedule - attached		
Copies of last 3 audited financial reports - attached		
Budgeted actual expenditures for the last 3 years – attached		
Copy of your current budget - attached		

Staffing				
11) Please attach a copy of your organization	onal chart - Attache	d		
12) Overall number of staff per capita	.000192			
13) Types of Staff	# full time	# part time	Grant funded? (%)	Other comments?
Sanitarian	7	1	23%	Includes one Environmental

				Technician
Health Educator/Outreach Worker	5	2	86%	
Lead Inspector	(5 Sanitarians)			5 Sanitarians are also lead inspectors
Nurse	(1 EPC)			Emergency Preparedness Coordinator is an RN
Emergency Preparedness Coordinator	1		95%	The EPC's title is Supervisor, Communicable Disease Prevention. She is also an RN.
Clerical	2		0	Receptionist and Bookkeeper
Other: please specify	6		35%	Director of Health, Deputy Director, Supervisor, Admin/Finance, Epidemiologist, Grants Administrator, Communications Project Assistant
Any contract employees?	No			

Public	Health Target Are	eas	
	In house / partnership	Grant funded (Y/N), if Y,(%)	Comments
14) Public Health Statistics	In house	51%	
15) Health Education			
Screening services (BP, others?)	No		
Community outreach/presentations	In house	87%	
Youth/Community Groups	Partnership		
Other	Multiple		

	Programs (see	
	question 1)	
16) Nutritional Comings	No	
16) Nutritional Services	No	
17) Maternal and Child Health Svc	Double and in	
School based clinics	Partnership No.	
WIC	No No	
Other	No	
18) Disease Control	Ι,,	
Infectious Disease Report Follow Up	In house	
Outbreak Investigation	In house	
Vaccination Clinics (Flu, Hep B, Others)	Partnership	
Pediatric Immunization Tracking	In house	
Dental program	No	
19) Community Nursing		
Visiting nurses	Partnership Partnership	
20) Emergency Response Planning/ Bioterr	T	
Plan up to date? Interaction with town departments?	Our BT plan is fluid and updated on a regular basis. The District has recently contracted with the Connecticut Association of Directors of Health to complete a TAR (Technical Assessment Review) as a part of PPHR (Project Public Health Ready). This will allow an external agency to review and critique the validity and usefulness of our response plan. The District enjoys a positive and well established relationship with all of our municipal emergency	
21) Environmental Health	preparedness partners. References available on request.	
Food service establishments to inspect	There are approximately 667 foodservice	
(# in each class) (% up to date)	establishments in the District. Our inspections our generally conducted within 30 days of their required inspection date. Class I-38 Class II-58 Class III-131 Class IV-392 Vendors- 48	
Septic (turnaround : plan submission to approval)	Approximately 30 days (During busy season)	
Childcare facility inspection (District regulations or licensure requirement?)	Every 2 years and on a complaint basis; no District regulation or license requirement	
Lead Inspection	10 - 12	

(average # of inspections/ year)			
Last year, how many of	the following permits did	you issue?	
New Septic System: 43	Septic Repair: 73	Well : 55	

	Other Questions		
(attach additional sheets if necessary)			
	Satellite offices located in East Lyme, New London,		
22) Do you pay for satellite office space	Ledyard and Waterford. We pay a nominal fee in East		
used in member towns?	Lyme, no fee in other municipalities.		
23) Do you pay a fee for clerical support			
provided by staff in shared offices in			
member towns?	No		
	New London: Full Time (40 hrs./week, 5 days a week)		
24) How are satellite offices staffed	Waterford: Unscheduled		
(# staff, # hours/days)?	Ledyard: 8:30-11:30, T-TR		
	East Lyme: Full Time (40 hrs./week, 5 days a week)		
25) How will you address the	It is expected that a satellite office will be in place in		
distance/travel time to and from	Colchester and that the bulk of Colchester work will be		
Colchester?	performed by staff based in that office.		
26) What do you anticipate will be the			
impact on turn-around time for services	It is expected that the turn around time for services		
if we join your District?	will not be negatively affected.		
	Per state statute, all full time employees would be		
	offered a comparable position within Ledge Light		
27) What would happen to current	Health District. The Colchester Health Department		
Colchester Health Department staff if we	would cease to exist and all public health functions		
join your District?	would be assumed by Ledge Light Health District.		
28) Do you provide any special services	All of our core programs and services are provided to		
to the following special populations?	all residents in our service area. In addition, many of		
	our grant funded programs target or include members		
Veterans	of these populations.		
Homebound			
Seniors			
Medicaid recipients			
Husky recipients			
29) Do you provide any of the following?	Mental Health Services – No		
25, 55 you provide any or the following:	Substance Abuse Services – Many of our grant funded		

Mental Health Services	programs address issues of substance abuse, especially in youth.
Substance Abuse Services	
30) Any important changes or trends in your population or services that could impact future services?	No significant changes in our population or services are currently projected.

UHD

QuickTime™ and a TIFF (LZW) decompressor are needed to see this picture. QuickTime™ and a TIFF (LZW) decompressor are needed to see this picture.

- 3) Number of municipalities currently served by the Uncas Health District?
 - The Uncas Health District currently serves seven municipalities (Bozrah, Griswold, Lisbon, Montville, Norwich, Sprague, and Voluntown).
- 4) Population served by the Uncas Health District?
 - a. The Uncas Health District serves a total population of 79,659 residents covering 98 square miles.
- 5) Demographics of the Uncas Health District by age?
 - a. < 5 years = 6%
 - b. 18 years and older = 66%
 - c. 65 and older = 14%
- 6) Demographics of the Uncas Health District by race / ethnicity?
 - a. White = 86%
 - b. Black / African American = 5%
 - c. Asian Pacific= 3%
 - d. Native American = 1%
 - e. Other / Multi-Race = 9%
 - f. Hispanic (any race) = 6%
- 7) Per capita fee charged to member communities?
 - a. The current per capita rate for member communities is \$6.82
 - b. Colchester would pay $$6.82 \times 15,578 = $106,241.96$ under the current rate.
- 8) Grant writing capacity
 - a. The Uncas Health District currently operates with three divisions: Finance / Administration, Environmental Health, and Health Education and Prevention. Primarily, grant writing responsibility is handled by the Director of Health, the Director of Health Education and Prevention, and the Office Manager. Current grants include the State Per Capita Grant, ARRA Grant, Heart Disease and Stroke Prevention Grant, Public Health Preparedness

Grant, MRC Grant, Lead Poisoning Prevention Grant, and Block Grant.

- 9) Fee Schedule, Audited Financial Statements, and Budget Information are attached.
- 10) Staffing
 - a. Organizational Chart attached
 - b. Staffing per capita = 9 FTE for 79,659 = 1 staff member per 8,851 residents (still evaluating staffing after adding 1 staff member and 18,227 residents on July 1, 2010)
 - c. Types of staff
 - i. Director of Health 1 FTE (65% grant funded)
 - ii. Sanitarians = 5 FTE (35% grant funded)
 - iii. Health Educators = 2 (1 FTE / 100% grant funded)
 - iv. PH Nurse / EP Coordinator = 1 FTE (100% grant funded)
 - v. Office Manager = 1 FTE (24% grant funded)

11) Public Health Target Areas

- a. Public Health Statistics
 - i. Data is collected from in-house reports (inspection data), state reports (DPH/DEP) and other resources (school data, hospital data, etc). The Director of Health is currently the President of the Connecticut Association of Directors of Health and sits on the Commissioner's Council for Local Public Health. In both roles, he is advocating for Public Health Performance Standards in State and Local public health.
 - ii. Health Education is developed as grant opportunities become available and as the community requests information. For example, the Uncas Health District currently provides monthly blood pressure clinics using the WW Backus Hospital Mobile Van, at no cost to the District. Annually, UHD staff provides trainings to school food staff in Norwich and Montville, and TVCCA staff on a requested topic at their Head Start training. UHD holds monthly ServSafe trainings using the Dime Bank Community Room and a contractor paid for by the class fee. Additional trainings on emergency preparedness, lead poisoning prevention, breast health education, fall prevention, heart

- disease and stroke prevention have been funded through grants. Staff members also provided information at public forums (such as Family Day in Norwich) and in response to illness (such as MRSA in a school).
- iii. Nutritional Services UHD provided nutritional information within FY 2009-2010 in response to its Heart Disease and Stroke Prevention Grant. This was done within a school environment and through mass media.
- iv. Maternal and Child Health Services In 2008, UHD received a pilot grant to explore pre-conception care in the region. In response to findings, UHD staff x 2 completed Hepatitis C training in 2009 and is exploring opportunities for public education in collaboration with CT DPH.
- v. Disease Control UHD provides a home base and supervision for the Regional DPH field epidemiologist. The public health nurse reviews all disease reports in the region and works with UHD staff to interview residents, provides directly observed therapy (DOT) and develop discharge plans in conjunction with the hospital. In certain cases, individuals may be ordered to remain out of work until meeting the requirements of the UHD Director of Health.
- vi. Community Nursing UHD is currently developing a cadre of community nurse volunteers to increase visibility in the community providing screenings and consultation.
- vii. Emergency Response Planning UHD is the lead agency for mass dispensing in a 12 community region and is the Medical Reserve Corps lead agency in DEMHS Region #4. Plans are updated annually and reports are provided to CT DPH and emergency management as required. The UHD Director of Health serves as the ESF #8 Chairman in DEMHS Region #4 and regularly attends meetings of the CERRIT Team.

viii. Environmental Health

- FS Establishments # in each class = Class 1 (16),
 Class 2 (23), Class 3 (81), Class 4 (164)
- 2. FS % up to date = 70%
- 3. Septic = 32 plans / 128 sites

QuickTime™ and a TIFF (LZW) decompressor are needed to see this picture. other area human service / social service agencies to support the needs of our residents.

17) No health department in the State of Connecticut experienced a greater impact on staff and services than the Uncas Health District over the last five years. Time spent providing information to prospective municipalities, working with CT DPH to gather information on transition funds, and developing infrastructure in response to the addition of towns has made stability and planning difficult, while also being a very exciting and rewarding experience as towns become part of the Uncas Health District family. As we embark on the potential for Colchester to engage in a regional approach, we recognize that the region has now taken shape, and the opportunity to plan and strategize for the District as a whole will be a culmination of all the hard work.

General

- 1) What are the advantages and disadvantages to Colchester joining your Health District remaining as a municipal health department?
- + Staff is dedicated to serving the needs of Colchester only
- + Grant funding stays in Colchester, and is not split with other towns
- + Fees for service go to the town's general fund
- + Programs are developed to address Colchester-specific needs
- + Department is located in town hall, and able to respond immediately in case of emergency
- + All inspections are in town; no potential delay in responding back to Colchester from a different town
- + Department often teams with other town departments to achieve greater results for town than if pursued by individual department
- + Department communicates (phone, email, in person) frequently with other town departments to address cross and multi-jurisdictional issues
- + Strong emergency preparedness response team developed to respond to local emergencies
- + Longevity of staff in department results in strong team environment
- Town bears entire responsibility to fund department
- Limited staff in department in times of large or prolonged emergency
- Small staff means less opportunity for director to dedicate time to provide comprehensive long term planning for department
- Municipality is subject to new administration every two years, creating learning curve for administration's knowledge of public health, leading to inconsistency with respect to focus for department
- 2) Is there any pending litigation /lawsuit against the District Department? Yes No If yes, please explain:

No

Population Served		
3) Number of towns served	1	
4) Total Population served	15, 495 (DPH estimated populations 2007)	
Demographics of your District	(DPH estimated populations 2007)	
5) Age Groups (%) < 5 years	8.5%	
18 years and older	70.2%	
65 and older	9.2%	
6) Race (%) White	95.5%	
Black/African American	1.4%	

Americar	n Indian/Alaskan Native	0.4%
	Asian	0.6%
Native Hawaiian o	or other Pacific Islander	0%
	Other	0.7%
	More than one race	1.3%
7) Ethnicity	Hispanic/Latino	1.9%

Finances		
8) Per capita fee		
	Per capita funding from DPH was eliminated in FY 10	
9) Grant writing capacity	Health Director, may be in partnership with other	
	departments	
10) Please attach the following:		
Copy of your fee schedule		
Copies of last 3 audited financial reports		
Budgeted actual expenditures for the last 3 years		
Copy of your current budget		

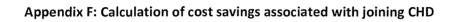
Staffing					
11) Please attach a copy of your organi	11) Please attach a copy of your organizational chart				
12) Overall number of staff per capita					
	2.5 staff for 15, 49	5 population	1:6,198 (.00	01613)	
13) Types of Staff	# full time	# part time	Grant funded? (%)	Other comments?	
Sanitarian	1	0	0	DOH is also Registered Sanitarian	
Health Educator/Outreach Worker				DOH is CHES (health education certification)	
Lead Inspector				DOH is lead certified	
Nurse	0	0	0		

	<u> </u>				T		
Emergency Preparedness Coordinator	0		.5		100%		20 hrs/wk (grant funded)
Clerical	0		0		0		P/T clerk position eliminated FY 11 budget
Other: please specify							
Any contract employees?	No)			I		
		İ	How	/ many?	Why?		
Pu	ıbli	Health Target	Areas	3			
		In house / partnership		-	funded f Y,(%)		Comments
14) Public Health Statistics							
		In house/ partnership				Tow NLCI	n clerk, HC
15) Health Education						.,	
Screening services (BP, others	?)	In house/partner	ship			PH Coor	dinator/VNA
Community outreach/presentation	ns	In house		Emerger Prepare 100% gr funded	dness is		
Youth/Community Grou	ps	In house/ partnership		Specific program funded	ıs grant	prev	100% via entive health c grant
Oth	er						
16) Nutritional Services		,	,				
		No				<u></u>	
17) Maternal and Child Health Svc						1	
School based clini	cs	No					-1*
						thro	dinated ugh Social
W		No				Servi	ces
Other	er					<u> </u>	
18) Disease Control	In	In house				1	
Infectious Disease Report Follow U	η	In house	l			L	

	4	,	
Outbreak Investigation	In house		
	In house,	Seasonal flu,	
Vaccination Clinics (Flu, Hep B, Others)	partnership	H1N1, Hep B	
Pediatric Immunization Tracking	No		
		Partnership w/	
Dental program	Partnership	school/UCFS	
19) Community Nursing			
Visiting nurses	Partnership	BP and flu clinic	
20) Emergency Response Planning/ Bioterr	orism Planning		
Plan up to date?	Yes- last revised 7/1	10	
Interaction with town departments	daily		
21) Environmental Health			
,			
	1 - 8		
	II - 8		
Food service establishments to inspect	III - 25		
(# in each class)	IV - 33		
(% up to date)	Approx 70%		
Septic			
(turnaround : plan submission to			
approval)		2 wks depending on volume	
Childcare facility inspection	13 inspections FY 10		
(District regulations or licensure	•	nts; we have 8 state-licensed centers	
requirement?)	in town		
Lead Inspection	2 /		
(average # of inspections/ year)	· · · · · · · · · · · · · · · · · · ·	1:1 2 FV 10	
Last year, how many of the	ne rollowing permits (aia you issue? FY 10	
New Septic System 28	Septic Repair21_	Well54	
New Septic System20	Septic Nehaii21_		

Other Questions		
(attach additional sheets if necessary)		
22) Do you pay for satellite office space		
used in member towns?	N/A	
23) Do you pay a fee for clerical support		
provided by staff in shared offices in		
member towns?	N/A	
24) How are satellite offices staffed		
(# staff, # hours/days)?		
• • • •	N/A	

25) How will you address the distance/travel time to and from Colchester?	
	N/A
26) What do you anticipate will be the impact on turn-around time for services if we join your District?	N/A
27) What would happen to current Colchester Health Department staff if we join your District?	N/A
28) Do you provide any special services to the following special populations?	
Veterans	Veterans- no
Homebound	Homebound- no
Seniors	Seniors- monthly BP clinic, seasonal flu clinic
Medicaid recipients	Medicaid- no
Husky recipients	Husky- no
29) Do you provide any of the following?	
Mental Health Services	No
Substance Abuse Services	No
30) Any important changes or trends in your population or services that could impact future services?	Loss of part time public health coordinator means Health Dept no longer has a clerk. All clerical functions now performed by DOH and sanitarian. Services are negatively affected by additional time spent on clerical duties. It is unlikely that future budgets will return a part time clerk for the department.



Colchester Health Department FYE 6/10

\$159,698

Unaudited Expenses

- \$ 27,350

Fee Revenues

\$132,348

Net Cost

Estimated Cost to join CHD

\$8

Per Capita Fee

Χ

15,698

Population of Colchester

\$ 125,480

Estimated Cost to Colchester General Fund

Difference

\$132, 348

\$ 125,480

\$ 6,868

Estimated Savings

December 7, 2010

Code Administration

Building Official Fire Marshal Wetlands Enforcement



Planning and Zoning
Planning Director
Zoning Enforcement
Town Engineer

To:

Colchester Board of Selectmen

From:

Salvatore A. Tassone P.E. – Town Engineer

Re:

Brookstone Estates Subdivision, Red Schoolhouse Road and Brookstone

Drive, Colchester CT. Owner/Developer – Brookstone LLC – Mario

Mucciacciaro.

The owner of the referenced Subdivision has requested the release of his 10% Road Maintenance Bond. As of December 3, 2010, the road maintenance bond has been in place for the required 1 year period. Based on a site inspection conducted on December 6, 2010, It appears that all of the public improvements associated with the referenced subdivision are in good condition. It is therefore recommended that the existing Subdivision Surety Bond (Bond #KO7740359 provided by Westchester Fire Insurance Company) in the amount of \$60,982.00, be released as requested.

Recommended Motion:

Motion that the Board of Selectmen release the remaining Brookstone Estates Subdivision Surety Bond (Westchester Fire Insurance Company Bond#KO7740359) in the amount of \$60,982.00

Colchester Senior Center BOS Request for Approval

To: Board of Selectmen

From: Patti White, Director

Re: Renewal of Exercise Instructor Contract

Date: 12/1/10

This letter of agreement/contract is a renewal of the existing contract with an exercise instructor at the senior center. The language has remained the same. Only the dates have been changed.

Action Recommended:

That the Colchester Board of Selectmen authorize Gregg Schuster, First Selectman, to sign the renewal contract with Sue Roos, senior center exercise instructor, beginning January 1, 2011 and ending December 31, 2011.

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 <u>Sue Roos, Exercise Instuctor.</u>

Name/LocationTime PeriodInstructor:Hourly RateSenior Center1/1/11-12/31/11Susan Roos\$35

- 1. The contractor agrees to provide professional exercise instruction with the specifications contained in the "Scope of Services" listed below.
- 2. Compensation to the contractor shall be at the rate of \$35 per hour. The contractor shall be paid at the conclusion of each 2 week period, and shall be responsible for submitting a contractual services pay slip issued by the Senior Center Director on a biweekly basis. Checks will be issued after pay slips are received and approved. Invoices are also acceptable and will be processed for payment no earlier than 2 weeks after program has started. Please allow 3 weeks for processing.
- 3. It is the philosophy of the Town of Colchester that a contractor's appearance and attitudes 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 senior center director reserves the right to add or cancel programs and to adjust work schedules as required, for the benefit of the program. The senior center director 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 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 and 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 or 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 evidence of Workers Compensation Insurance and current CPR and First Aid Certificates for instructor 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 assistant prior to the start of the program is required. Rosters and attendance sheets will be given to instructor prior to the first class. Please return accurate attendance sheets to the senior center program assistant 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.

Gregg Schuster, First Selectman	Date	
Susan Roos, Contractor	Date	



N. Maggie Cosgrove Chief Financial Officer Finance Department

Date: December 9, 2010

To: Board of Selectmen

From: N. Maggie Cosgrove, CFO WM

Subject: Aflac Wingspan Benefit Services - Reimbursement Services

Agreement

Background

Aflac is the plan service provider for the Town of Colchester Flexible Spending Account (FSA). The Finance Department has successfully negotiated a zero increase in the fees for the renewal plan year date of 1/1/2011 of \$3.00 per participant with a monthly minimum fee of \$25.00. Aflac had initially proposed a fee increase to \$5.00 per participant with a monthly minimum fee of \$50.00 for the Town plan.

The plan provider services 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 plan provider must enter into a written business associate agreement with respect to the use and disclosure of Protected Health Information – the Business Associate Agreement is included as Exhibit A of the Reimbursement Services Agreement.

Recommendation

Approval of Reimbursement Services Agreement and authorization for First Selectman to sign all necessary documents.



November 29, 2010

Town of Colchester
Attn: Margaret Wasicki127 Norwich Ave Ste 203
Colchester, CT 06415-0000

Subject: Reimbursement Services Agreement

Dear Margaret Wasicki:

Thank you for allowing Aflac WingspanSM Benefit Services to be your flexible spending account (FSA) plan service provider. We have been pleased to provide you with FSA services at a competitive rate.

To comply with recent federal legislation, language within our standard Reimbursement Services Agreement (RSA) has been updated and a Business Associate Agreement incorporated into the contract. Please sign this document and fax back all pages to Aflac Wingspan Benefit Services toll-free at 1-877-353-9772. Upon receipt of the new RSA, we will sign the Reimbursement Services Agreement (RSA) and return a copy for your records.

To meet the rising costs of operating as your FSA provider, it is necessary for us to implement a change to our standard service fee schedule. Service fees will now be based on the funding option chosen and the number of employees associated with an account. Currently your FSA account uses the Standard: ACH Debit Zero Balance funding method and the employee count is listed as 100. Based on this information, your per participant fees will be \$3.00 and the monthly minimum fee will be \$25.00. Beginning with your renewal plan year date of 1/1/2011, the new fees will be implemented.

If you would like to convert to a more efficient and cost-effective option or if you need to update the information above, please contact your servicing associate to make the change. Fees associated with our Tier One/Premier funding options are outlined within the RSA.

We look forward to assisting you as you continue to provide flexible spending account benefits to your employees. If you have any questions, please call us toll-free at 1-800-323-5391. Our customer service representatives are here to assist you Monday through Friday from 8:30 a.m. to 7 p.m. Eastern time.

Sincerely,

Aflac Wingspan SM Benefit Services

Enc.

REIMBURSEMENT SERVICES AGREEMENT

This Agreement, effective upon execution for the Plan Year as set forth herein, by and between TOWN OF COLCHESTER (the "Employer") and American Family Life Assurance Company ("Aflac")

WITNESSETH:

WHEREAS, the Employer has adopted a Medical Care Expense Reimbursement ("URM") Plan and/or a Dependent Care Expense Reimbursement ("DDC") Plan for its Employees in conjunction with its Flexible Benefits Plan (collectively referred to as the "Plan" and attached hereto) to be adopted and administered in accordance with Sections 105, 125, and 129 of the Internal Revenue Code of 1986, as amended (the "Code"); and

WHEREAS, the Employer will serve as the Plan Administrator; and

WHEREAS, the Employer desires that Aflac, as its agent, furnish reimbursement services within a framework of policies, interpretations, rules, practices and procedures (the "reimbursement practices and procedures") made and established by the Employer in: (i) receiving and processing requests for benefits under the Plan ("Requests") and (ii) disbursing benefit payments from Employer funds (as provided for in Section II.A. and Appendix D) for eligible expenses under the flexible spending account provisions of the Plan; (if Self-Pay Processing Option is selected in Appendix D, Aflac shall convey its initial benefit determinations to Employer so the Employer can disburse reimbursement payments for eligible expenses under the Flexible Spending Agreement provisions of the Plan); and

WHEREAS, the Employer is to pay all plan benefits owed or established under the Plan to its Participants, and Aflac is to provide the agreed upon services to the Plan without assuming any such liability;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, it is hereby agreed as follows:

Section I. Enrollment and Determination of Eligibility

- A. The Employer shall:
 - (1) be responsible for interpreting the Plan and its provisions, its terms, conditions and operation; and
 - (2) notify Plan Participants of their ability to apply for reimbursement benefits and supply them with Request forms (to be provided by Aflac) and Request filing instructions; and
 - (3) provide Aflac with the names, addresses, Social Security Numbers, and elected amounts of all Participants in the Plan (for annual enrollment, provide such information at least twenty (20) days prior to the effective date of Plan participation, unless the Plan participation effective date falls within the month of January and then at least thirty (30) days prior to such effective date); and
 - (4) upon the occurrence of events that would change a Participant's status under the Plan (e.g. termination, Change in Status, Change in Cost or Coverage for DDC, etc.) immediately provide Aflac with updates (via telefax or other means of written communication acceptable to Aflac) which identify eligible Participants in each of the respective reimbursement Plans and/or the amount of reimbursement benefits for which they are eligible; and
 - (5) immediately inform Aflac (via telefax or other means of written communication acceptable to Aflac) as to any new Participants in either of the reimbursement Plans, any Change in Status affecting a Participant's election, or any Qualified Beneficiary electing coverage under COBRA and the amount of such election (if COBRA applies to the Employer), or of any other change which will affect Aflac's responsibilities hereunder.
- B. In determining any person's right to benefits under the Plan, Aflac shall rely on the eligibility information furnished by the Employer, and any signed statements by Participants regarding the eligibility of their Requests under the respective Plan. It is mutually understood that the effective performance of this Agreement by Aflac will require that it be advised on a timely basis by the Employer during the continuance of this Agreement of the identity of individuals eligible for benefits under each of the respective reimbursement Plans. Information regarding a Participant's enrollment under either reimbursement Plan shall identify the effective date of enrollment and shall be provided to Aflac (via telefax or other means of written communication acceptable to Aflac) in accordance with the applicable timeframes set forth in Sections I.A.(3) through I.A.(5) above. Any delay shall result in a corresponding delay in Aflac's ability to make benefit determinations. Aflac shall not be responsible for delays in paying Requests where the Employer has failed to inform Aflac (in a form and with such information as may reasonably be required by Aflac) of a Participant's enrollment information in a timely manner. Similarly, information modifying a Participant's eligibility or status/election under either reimbursement Plan shall identify the effective date of eligibility and the termination date of eligibility and shall be provided to Aflac (via telefax or other means of written communication acceptable to Aflac) prior to the effective date of such modification in order to be considered by Aflac in making benefit determinations hereunder. Aflac shall not be responsible for Requests paid in error where the Employer has failed to inform Aflac (in a form and with such information as may reasonably be required by Aflac) of a Participant's eligibility or status change prior to the release of the benefit payment.

1

Year (hereafter "Prior Administration"). The Employer specifically acknowledge(s) and agree(s) that: (i) Aflac has no responsibility or obligation with respect to Prior Reimbursement Requests and/or Prior Administration; (ii) the Employer will be responsible for processing Prior Reimbursement Requests (including any Run-Off Requests or grace period Requests submitted after the Effective Date of this Agreement) and maintaining legally required records of all Prior Reimbursement Requests and Prior Administration sufficient to comply with applicable legal (e.g., IRS substantiation) requirements and (iii) the Employer agrees to indemnify and hold Aflac harmless for any liability relating to Prior Reimbursement Requests and/or Prior Administration.

F. Except as otherwise provided in the HIPAA Business Associate Agreement (Exhibit A), the Employer agrees that Aflac may communicate confidential, protected, privileged or otherwise sensitive information to Employer through the Named Contact (as designated on the applicable plan document request form or as subsequently updated by the Employer and maintained on file by Aflac) and specifically agrees to indemnify Aflac and hold it harmless: (i) for any such communications directed to the Employer through the Named Contact attempted via telefax, mail, telephone, e-mail or any other media, acknowledging the possibility that such communications may be inadvertently misrouted or intercepted; and (ii) from any claim for the improper use or disclosure of any health information by Aflac where such information is used or disclosed in a manner consistent with its duties and responsibilities under this Agreement.

Section IV. Reimbursement Request Processing Service Fee

- A. The Employer shall pay Aflac a fee for services performed under this Agreement (the "Service Fee") and a one time fee to initiate the reimbursement arrangement under the URM and/or DDC (the "Set-Up Fee"). Service fees are based on a number of factors and are set forth on the Fee Schedule, attached hereto as Appendix C, which shall be part of and incorporated into this Agreement. The Set-Up Fee is set forth in Appendix C. The Service Fee amount shall be due by the tenth (10th) of each month (or portion thereof) for which this Agreement is in effect. The Service Fee and Set-Up Fee are in addition to and separate from the Employer's obligation to make available sufficient funds to satisfy its obligations under the Plan and to make benefit disbursement in accordance with Section II.A. above and Appendix D. The Employer is responsible for paying the Service Fee to Aflac. Except as otherwise agreed to by the parties, Aflac is not authorized to withdraw the Service Fee from the Account. Failure to pay any applicable monthly Service Fee by the next monthly Request processing cycle shall result in a cessation of Request processing services until such fees are received by Aflac. If Request processing services are pended for an entire monthly processing cycle, Aflac may terminate this Agreement in accordance with Section VI.
- B. Aflac may revise the Service Fee for services performed under this Agreement effective on each Anniversary Date (as defined in Section V) of this Agreement by giving the Employer written notice of the revised rate at least thirty (30) days prior to the applicable Anniversary Date.
- C. Notwithstanding any other agreement between the parties (and/or their agents). Affac may revise the Service Fee set forth above at any time if revision is deemed necessary by Aflac by reason of: (i) modification or amendment of the Plan by the Employer; or (ii) a significant suspension, limitation, modification or revocation of the benefits made available to Participants under the reimbursement Plan or the Flexible Benefit Plan. Aflac shall advise the Employer of the revised Service Fee at least thirty (30) days prior to its implementation. If the Employer does not terminate this Agreement (by written notification pursuant to Section VI.A.(3)) within thirty (30) days after the receipt of a notice of such revision, the Employer shall be deemed to have agreed to such revision for the remainder of the Term of the Agreement. Thereafter, the Service Fee on and after the implementation date shall be made on the basis of such revised Service Fee.
- D. Aflac may revise the Service Fee set forth above at any time if any change in law or regulations imposes on Aflac greater duties or obligations than contemplated by the Agreement in force at the time of such change.

Section V. Term of Agreement

The initial term of this Agreement shall commence on the later of the (i) Effective Date or (ii) the first day of the Initial Plan Year and shall end on the last day of the Initial Plan Year (the "Initial Term"); thereafter, this Agreement will automatically renew for successive periods of twelve (12) months (each, a "Term" from the first day of the Initial Plan Year (the "Anniversary Date") unless, at least thirty (30) days prior to the end of the then current Term (the "Renewal Date"), the Employer or Aflac gives written notice to the other of its intention not to renew the Agreement. In the event of a short Plan Year (other than the first Initial Plan Year) this Agreement shall automatically renew for an additional twelve (12) months unless the Employer or Aflac gives written notice to the other of its intention not to renew the Agreement within thirty (30) days after the Employer notifies Aflac of the short Plan Year.

Section VI. Termination of Agreement

- This Agreement shall terminate upon the earliest of the following dates:
 - (1) The end of a Term (including the Initial Term) of the Agreement following the delivery of written notice of termination pursuant to Section V.

Each party agrees that it shall not disclose to others or use for any purpose other than performance of the Agreement any of the other party's Confidential Information or Trade Secrets any time during or after the term of this Agreement. Each party further agrees that it will disclose Confidential Information or Trade Secrets to its employees only as necessary for the performance of the Agreement, and only to employees with a need to know. Each party to this Agreement agrees that all Confidential Information and Trade Secrets are the property of the party disclosing it, and each agrees to promptly return to the disclosing party, upon demand, any Confidential Information or Trade Secrets furnished under this Agreement which is either received in or reduced to material form, and all copies thereof. The Employer agrees that Aflac may make lawful references to Employer in its marketing activities.

- (8) Individual Information. Each party acknowledges that performance of the Agreement may involve the use and disclosure of personal information relating to the Employer's employees (including but not limited to names, addresses, benefit elections, claims and health information). Aflac agrees that it will not use any such information disclosed to it by Employer except as authorized by the individual to whom the information relates or as otherwise permitted by applicable state or federal law or regulation. Employer agrees that it will not use any such information disclosed to it by Aflac except for the purpose for which it received the information and will not further disclose such information without the written authorization of the individual to whom the information relates. This provision is not intended to create any third party beneficiary rights (in favor of Employer's employees or any other party).
- (9) Capitalized Terms shall have the same meaning as in the Plan documents unless otherwise defined herein.

Employer and an Officer or duly authorized Worldwide Headquar of ("Effective Date") for the Plan Yea (the "Initial Plan Year").	ters Employee of Aflac to do so, effective as of the day
Dated at Aflac this day of	_
Ву:	_
Jason A. Goodroe Second Vice President Aflac Benefit Services/Flex One	
Dated at	this day of
Ву:	_
Street Address: 127 Norwich Avenue Svite 201 Colchester, CF 06415	-
Colcheste, C5 06415	

Appendix A Schedule of Services to Be Provided By Aflac

In accordance with attached Reimbursement Services Agreement Aflac shall provide the following services for the Employer:

General Plan Services:

- provide the Employer with a sample cafeteria plan document, including a medical care expense reimbursement ("URM")
 Plan and a dependent care expense reimbursement ("DDC")
 Plan to be reviewed by the Employer and its legal counsel; and
- provide the Employer with a sample flexible benefits summary plan description for distribution to each Plan Participant and employees and where may be required by a Change in Status; and
- upon receiving instructions from the Employer on a Change in Status, Aflac will make the change requested by the Employer.

Additional Services if DDC or URM Benefits Are Offered:

- assist the Employer in explaining the URM and/or DDC features of the cafeteria plan to employees; and
- process the Employee-executed Salary Redirection Agreements as they relate to the URM and DDC components of the Employer's flexible spending account; and
- prepare an enrollment confirmation letter and send it to the Employer to verify URM and DDC elections; and
- provide each URM and/or DDC Participant with an Explanation of Benefits and account balance statement with each reimbursement Request, and, unless the annual election is exhausted, at the end of each quarter (based on Plan Year) if no reimbursement Requests are received; and
- provide the Employer with monthly written reports summarizing the previous period's URM and/or DDC and Account activities; and
- receive Requests for URM and/or DDC benefits, and expeditiously review such Requests in a non-discretionary manner under reimbursement guidelines established under the requirements of Section 125 of the Internal Revenue Code ("Code"), to determine what amount, if any, is due and payable with respect thereto; and
- disburse the benefit payments it determines to be due (provided the Employer transfers sufficient funds to Aflac or has sufficient funds in the Account) or if Self-Pay is elected under Section II.A. and Appendix D, notify the Employer of the benefit determination in accordance with the provisions of the Plan and the following procedures:
 - valid reimbursement for URM and/or DDC benefits shall be paid by Aflac on the date funds are received from the Employer (with respect to such Requests) by mailing a check to the Participants at their addresses (unless otherwise requested by the Employer as allowed by the terms of the Plan) or by initiating a direct deposit transfer directly to the Participants in their respective bank accounts in the appropriate amount(s); and
 - if the amount of the (otherwise) reimbursable DDC Request exceeds the amount the Participant had withheld for DDC benefits, the excess shall be carried forward (within the same Plan Year) and treated as an Eligible Employment-Related Expense for that month; and
 - if the amount of URM Requests exceeds the amount the Participant has had withheld from URM benefits, the entire
 amount shall be processed to the extent of the Participant's annual election reduced by previous reimbursements made
 for expenses during the Plan Year (provided the Employer makes available sufficient funds for Aflac to satisfy the
 Request); and
 - Requests of less than \$15.00 may be carried forward and aggregated with future Requests until the reimbursable amount is greater than \$15.00, provided however, that the entire amount of the reimbursable Requests shall be paid after the close of the Plan Year (and any applicable grace period) without regard to the \$15.00 threshold; and
 - unless otherwise specified in writing by the Employer, Requests for URM benefits following a Change in Status impacting the URM election shall be processed using a "blended approach" (i.e., the maximum URM benefit for a period of coverage following a Change in Status will be limited to the lesser of: (a) the annual URM maximum set forth in the Plan document less any benefit payments made prior to the Change in Status; and (b) the sum of the Participant's URM account balance immediately before the Change in Status and any additional contributions made during the remaining period of coverage); and

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Appendix B Nondiscrimination Testing Services [Provided Upon Annual Request]

Nondiscrimination Testing:

The Employer, upon submission of an annual Employee Census Data Sheet, authorizes Aflac to compile nondiscrimination testing percentages based upon the employee census data provided. As consideration for this service, the Plan Sponsor/Administrator agrees to release and hold Aflac, its subsidiaries, affiliates, officers, directors, owners, shareholders, attorneys, successors and assigns harmless from any liability arising as a result of the provision of, or reliance upon such testing percentages. In addition, the Employer understands and agrees that:

- Aflac is not in the business of providing legal or tax advice, and the Employer, as the plan sponsor/administrator, will not construe the testing percentages provided by Aflac to be legal or tax advice. Accordingly, the Employer will seek the advice of its own tax or legal advisor to interpret and verify the testing percentages provided, and ensure compliance with applicable nondiscrimination requirements.
- The Employer bears sole responsibility for nondiscrimination testing and the continued qualified status of its cafeteria plan under all applicable provisions of the Internal Revenue Code.
- The testing percentages provided by Aflac are merely an indicator of compliance with three of the applicable nondiscrimination tests the Cafeteria Plan 25% Key Employee Concentration Test, the Dependent Care 5% Shareholder Test, and the Dependent Care 55% Average Benefits Test. The Employer must also ensure compliance with the Eligibility Test and Contributions and Benefits Test applicable to the Cafeteria Plan, the URM, and the DDC Plan, as well as other tests that may apply to the benefits offered through the Cafeteria Plan. To ensure compliance with applicable provisions of the Internal Revenue Code, additional nondiscrimination testing and result verification must be undertaken by the Employer with the assistance of its tax or legal counsel.
- Discrimination testing should be conducted at least 180 days prior to the end of the Plan Year to which the data relates to ensure adequate time to make any required corrections. Testing should also be performed as of the last day of the Plan Year. Aflac will assist with discrimination testing no less frequently than once per year and no more frequently than once every thirty (30) days.

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Appendix C Fee Schedule

In accordance with the attached Reimbursement Services Agreement, the services provided pursuant to this Agreement are subject to the Service Fee and Set-Up Fee described in the Fee Schedule. To the extent this Appendix conflicts with the Agreement, the Agreement shall control.

- 1. Service Fees. For the Initial Term, the Service Fee and Set-Up Fee shall be calculated according to the Negotiated Service Fee and Negotiated Set-Up Fee Calculation set forth in Section 2 of this Appendix C. A term during which the Negotiated Service Fee is in effect shall be referred to as a "Negotiated Service Fee Term". For the term commencing immediately after the expiration of the Negotiated Service Fee Term and for successive Terms thereafter, the Service Fee shall be calculated according to the Standard Fee Calculation set forth in Section 3 of this Appendix C, and any applicable Standard Set-Up Fee shall be determined in accordance with the applicable Rate Table in Section 3. Notwithstanding the foregoing sentence, the parties may mutually agree to extend the Negotiated Service Fee Term thirty (30) days prior to the expiration of such term.
- 2. Negotiated Service Fee and Negotiated Set-Up Fee Calculation. The Service Fee shall be equal to the greater of (i) \$3.00 per Participant in the reimbursement benefit (URM or DDC) per month (max per Participant of \$3.00) or (ii) a minimum monthly fee of \$25.00 for the reimbursement Plans (URM or DDC) for which services are rendered. The Set-Up Fee shall be in the amount of \$0.00.
- 3. Standard Service Fee Calculation.
 - A. The Service Fee shall be based on:
 - (1) The Employee Count (defined below);
 - (2) The number of Participants per Plan benefit (DDC or URM) per month for the reimbursement Plans (URM and/or DDC) for which services are rendered (subject to a per Participant maximum);
 - (3) The funding option chosen by the Employer pursuant to Section II.A. and Appendix D.
 - B. Employee Count.
 - (1) The number of eligible employees (the "Employee Count") is one of the factors that determines the Employer's monthly fee rate per Participant in the Plan (the "Fee Rate") under this Agreement. For purposes of this Appendix C, the term "eligible employees" includes all the Employer's employees who may participate in the benefits offered under the Employer's Flexible Benefit Plan (including URM or DDC Plan benefits).
 - (2) The Employee Count on record for the Employer for the Initial Term of this Agreement is 100. By executing this Agreement, the Employer certifies that the Employee Count listed above either (i) reflects the actual number of Employer's eligible employees, or (ii) falls within the same Employee Count range (see the Rate Table in Section 2 for the ranges) in which the actual number of Employer's eligible employees falls. If no Employee Count is on record for the Employer, Aflac will assume the Employer's Employee Count falls within the range of 1-50. Upon each Renewal Date of this Agreement, the Employer agrees to verify and update the Employee Count accordingly. Failure to do so will result in Aflac assuming the Employee Count range of 1-50 applies and will use the applicable Fee Rate to calculate the monthly Service Fee for the renewal Plan year. Aflac will adjust the assessed Fee Rate for changes in the Employee Count only upon each subsequent Plan year for which this Agreement is renewed, unless otherwise mutually agreed upon by both Aflac and the Employer.
 - C. The calculation of the Service Fee will be subject to a per Participant maximum as well as a total monthly minimum. To the extent that there is a change to factors (2) or (3) listed in subsection 1.A. above, Aflac will make a corresponding adjustment to the monthly Service Fee. Such change in the Service Fee, if any, shall take effect for the same month in which such change became effective. Adjustments to the Service Fee for changes to the Employee Count shall be governed in accordance with subsection 1.B. above.
 - D. The Service Fee is calculated as follows: Using the Rate Table that corresponds to the Employer's funding option, multiply the Employer's applicable monthly Fee Rate per Participant by the number of Participants for a given month. The calculation above shall be the Service Fee for the month unless the Minimum Monthly Fee applicable to the Employer's Employee Count is greater, in which case the Minimum Monthly Fee amount shall apply.

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Appendix D Funding Option Schedule

In accordance with the attached Reimbursement Services Agreement, Employer must designate a funding option. To the extent this Appendix conflicts with the Agreement (with the exception of Section II.C. and Section III: Liability and Indemnity Section of the Agreement), and to the extent the Contract Identification Key on this Appendix matches the Contract Identification Key on the Agreement, this Appendix (or the Funding Option Change Form in effect) shall control. For purposes of the foregoing, an executed Funding Option Change Form shall be valid and in force only if agreed to by Aflac, and only if the Contract Identification Key on the Funding Option Change Form matches the Contract Identification Key on this Agreement.

- 1. Employer must select one below:
 - A. Self-Pay Processing Option:
 - (1) Options:
 - [] Self-Pay [Tier 1 Option (Premier)]

 Benefits under the Employer's Plan will be remitted by the Employer from its general assets.
 - (2) Employer Obligations: For any funding option chosen under the Self-Pay Processing Option, the Employer shall:
 - make sufficient funds available from its general assets for amounts allocable to eligible reimbursement benefits under its Plan; and
 - (ii) review Aflac's initial reimbursement determinations and issue reimbursement checks from its general assets (the "Account") within seven days of the receipt thereof for those Requests which are reimbursable pursuant to the terms of its Plan; and
 - (iii) upon request, provide Aflac with proof timely benefit check disbursements in a form and manner deemed acceptable by Aflac (e.g., bank issued account statements or check register).
 - B. Daily Local Bank Option.
 - (1) Options:
 - [] Daily Local Zero Balance Account [Tier 1 Option (Premier)]

 Benefits under the Employer's Plan will be paid from an Employer-owned and named account (the "Account") in a financial institution selected by the Employer and agreed upon by Aflac. The Account will include a zero balance feature and benefits will be remitted from the Account without prior funds confirmation. Aflac shall not be responsible for any delay in remitting such funds for benefits to the extent that such delay is the result of

Employer's delay in making sufficient funds available in the Account.

- (2) Employer Obligations: For any funding option chosen under the Daily Local Bank Account Option, the Employer shall:
 - (i) make sufficient funds available from its general assets for amounts allocable to eligible reimbursement benefits under its Plan by depositing a "Maintenance Deposit" (in amounts specified by Aflac from time to time) in the Account. [Note: the Account should not be opened in the Plan's or Aflac's name]; and
 - (ii) grant Aflac withdrawal authority over the Account sufficient to enable it to pay benefits under the Employer's Plans; and
 - (iii) deposit additional funds (at the request of Aflac) in order to reestablish the Maintenance Deposit at the end of each Request processing cycle (or such earlier time specified by Aflac); and
 - (iv) upon request by Aflac, telefax copies of all deposit verification receipts, Account statements, and other correspondence from the financial institution; and

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expenses resulting from the Employer's failure to provide sufficient funds and shall hold Aflac, its officers and directors, harmless for any liability for which the Employer or the Plan may become liable.



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Exhibit A

HIPAA BUSINESS ASSOCIATE AGREEMENT

THIS APPENDIX, effective upon the execution of the Reimbursement Services Agreement attached hereto, by and between American Family Life Assurance Company of Columbus (Aflac) and the TOWN OF COLCHESTER MEDICAL CARE REIMBURSEMENT PLAN (the "URM Plan") is adopted by the TOWN OF COLCHESTER (the "Employer") on behalf of the URM Plan and is incorporated into and made a part of the Reimbursement Services Agreement ("Agreement") between Aflac and the Employer. This Exhibit A is intended to comply with the business associate agreement provisions set forth in 45 CFR §§ 164.314 and 164.504(e), and any other applicable provisions of 45 CFR parts 160 and 164, issued pursuant to the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 as amended, including by the Health Information Technology for Economic & Clinical Health Act of the American Recovery and Reinvestment Act of 2009 ("ARRA"), (collectively "HIPAA").

Aflac recognizes that in the performance of services for the URM Plan under the Agreement it will have access to, create, and/or receive from the URM Plan or on its behalf Protected Health Information ("PHI"). For purposes herein, PHI shall have the meaning given to such term in 45 CFR § 1640.103, limited to the information created or received from the URM Plan or on its behalf by Aflac. Whenever used in this Exhibit A other capitalized terms shall have the respective meaning set forth below, unless a different meaning shall be clearly required by the context. In addition, other capitalized terms used in this Exhibit A but not defined herein, shall have the same meaning as those terms are defined under HIPAA.

SECTION 1. AFLAC RESPONSIBILITIES

- Aflac may use or disclose PHI, provided that such use or disclosure of PHI would not violate HIPAA, as follows: (a) as permitted or required in this Exhibit A and in the Agreement; (b) as Required by Law in accordance with 45 CFR § 164.512; (c) for the proper management and administration of Aflac; (d) to fulfill any present or future legal responsibilities; (e) for Data Aggregation services to the URM Plan (as defined in 45 CFR § 164.501); or (f) any use and disclosure of PHI that has been de-identified within the meaning of 45 CFR § 164.514.
- 1.2 Aflac agrees to implement commercially reasonable and appropriate safeguards to prevent the use or disclosure of PHI other than as provided for by this Exhibit A.
- Aflac agrees to implement commercially reasonable administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of the URM Plan.
- 1.4 Aflac agrees to report to the URM Plan any successful Security Incident that is material or any use or disclosure of PHI of which it becomes aware that is not provided for by this Exhibit A or in the Agreement.
- 1.5 Aflac agrees to ensure that any agent, including a subcontractor, to whom it provides PHI agrees to similar restrictions and conditions that apply through this Exhibit A to Aflac with respect to such information.
- At the request of the URM Plan, and in a mutually agreeable time and manner, Aflac agrees to provide access to PHI it holds in a Designated Record Set (as defined in 45 CFR § 164.501), to the URM Plan, or as directed by the URM Plan, to an Individual in order to meet the requirements under 45 CFR § 164.524. Aflac shall have the right to charge the Individual a reasonable cost-based fee, as permitted by 45 CFR § 164.524. Aflac assumes no obligation to coordinate the provision of PHI maintained by other business associates of the URM Plan.
- 1.7 At the request of the URM Plan, and in a mutually agreeable time and manner, Aflac agrees to make any amendment(s) to PHI it holds in a Designated Record Set that the URM Plan directs or agrees to pursuant to 45 CFR § 164.526 at the request of the URM Plan or an Individual.
- 1.8 At the request of the URM Plan, and in a mutually agreeable time and manner, Aflac agrees to make its internal practices, books and records relating to the use and disclosure of PHI received from, or created or received by Aflac on behalf of the URM Plan available to the Secretary (as defined in 45 CFR § 160.103), for purposes of the Secretary determining the URM Plan's compliance with the Privacy and Security Rules.
- 1.9 Aflac agrees to document such disclosures of PHI and information related to such disclosures as would be required for the URM Plan to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528.
- 1.10 Aflac agrees to provide to URM Plan or an Individual, in the time and manner designated by URM Plan, information collected in accordance with 1.09 to permit the URM Plan to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528.
- 1.11 Except as provided for herein, or as required by law, upon termination of the Agreement, Aflac agrees to return to the URM Plan or destroy PHI and retain no copies in any form, if feasible. In the event that Aflac determines that returning or destroying the PHI is infeasible, Aflac agrees to extend the protections, limitations and restrictions of this Exhibit A to

writing within 30 days of notice. If the parties are unable to agree on an amendment within 30 days thereafter, then any of the parties may terminate the Agreement in accordance with the termination section of the Agreement.

- 3.4 Notwithstanding Section 3.3 above and without limiting the rights of the parties under the Agreement, upon written notice of the existence of an alleged material breach of the terms of this Exhibit A, the URM Plan shall afford Aflac an opportunity to cure said breach upon mutually agreeable terms. Failure to cure within 30 days shall be immediate grounds for termination of the Agreement.
- 3.5 Section 1.11 shall survive the termination or expiration of the Agreement for the reasons stated therein. The other provisions of this Exhibit A shall survive the termination of the Agreement and remain in full force and effect thereafter for so long as Aflac or any of its employees, agents or subcontractors remains in possession of PHI in accordance with Section 1.11 of this Exhibit A and shall expire thereafter.

To: First Selectman Gregg Schuster and the Board of Selectmen

From: Selectman Rosemary Coyle

Date: December 2, 2010

Re: Addition to the agenda for Discussion and Possible Action concerning the Police Commission

At the last Police Commission Meeting, Selectman Soby stated that he will fill the role of Commission Chairman on a temporary basis until a decision is made on how to move forward. While I recognize and understand Selectman's Soby's desire to assist and help the Police Commission at the bequest of the First Selectman, I see this as a possible violation of the Town Charter, Town Ordinances, and State Statutes.

I am therefore proposing an addition to the agenda to get a written legal opinion to the questions I have proposed in this memo and any other questions that may arise during our discussion.

Until that time as we receive the written opinion, I do not believe the Police Commission can move forward until they elect a chair as per Connecticut General Statutes and Colchester Ordinances.

- 1. I am requesting a written legal opinion to answer the questions posed in this memo. Can a member of the Board of Selectman act as an ex-officio chair of the Police Commission based on the Town Charter, Town Ordinances, and State Statutes? (see highlighted sections)
- 2. Shouldn't the Board of Selectman have had to vote to appoint a member of the Board of Selectman as an ex-officio member of a committee? If we did not in the case of the Police Commission, wouldn't that violate the Charter?

The Board of Selectmen approves our appointment as liaisons to committee and commissions but not as ex-officio members. The only ex-officio member listed in the Charter is the First Selectman. To date the Board of Selectman has not done this. There is a difference between a liaison and an ex-officio member.

- 1. a. An instance or a means of communication between different groups or units of an organization, especially in the armed forces.
 - b. One that maintains communication: served as the President's liaison with Congress.
- 2. a. A close relationship, connection, or link.

Ex-officio member

An **ex-officio member** is a member of a body (a board, committee, council, etc.) who is part of it by virtue of holding another office. Depending on the particular body, such a member may or not have the power to vote in the body's decisions.

3. The Town Ordinance 18-31 states that "a member of the Commission, being duly elected by the majority of the Commission, and appointed by the Board of Selectmen, will serve as a liaison officer for the Town of Colchester (this Commission and Board of Selectmen), to the Department of Public Safety,

Division of State Police, for all responsibilities relative to the contractual agreement references to the Chief Executive Officer of the Town of Colchester."

Since the person acting in that capacity is no longer on the Police Commission, who is handling these responsibilities? Would it be proper for an ex-officio member of the Police Commission or a liaison of the Police Commission to carry out these duties?

4. Ordinance 18-35 and Connecticut General Statutes 7-275 state "Pursuant to C.G.S.§ 7-275, the Commission shall elect one of its number to be Chair and one to be clerk."

Wasn't it a violation of the Colchester Charter, State Statutes and Colchester Ordinances to have a member of the Board of Selectman act as chair of the Police Commission?

§ C-203. Eligibility for election of elected officials and members of elected boards.

A. Any elector of the Town is eligible for election as an elected official or member of an elected board, provided:

- (1) No elector shall simultaneously hold more than one elected position; and
- (2) No elector shall simultaneously hold an elected position and an appointed position, whether as a member of an appointed board or as an appointed official.

§ C-302. Powers and duties of the First Selectman.

A. The First Selectman shall be the Chief Executive Officer of the Town and shall be a full voting and participating member of the Board of Selectmen. The First Selectman shall also be a nonvoting ex-officio member of all Town departments and Town boards. The First Selectman shall exercise such additional powers and have such additional duties as are set forth in the General Statutes and in this Charter.

§ C-402. Powers and duties of the Board of Selectmen.

H. The Board of Selectmen shall oversee the internal operations of all Town departments and Town boards and any office which the Board of Selectmen fills by appointment. The Board of Selectmen may name one or more of its members to serve along with the First Selectman as a nonvoting ex-officio member of any appointed board.

§ C-701. Appointed officials.

The Town may have any appointed official as permitted by the General Statutes or this Charter.

§ C-702. Appointed boards.

The Town shall have the following appointed boards, and such other appointed boards as are created pursuant to this Charter, whose members shall be appointed as provided in this Charter:

Derrik Kennedy

From: Andrews, Mary Jo [MAndrews@goodwin.com]

Sent: Friday, December 10, 2010 12:20 PM

To: Derrik Kennedy

Cc: Stan Soby; Gregg Schuster

Subject: RE: COLCHESTER - Request for Opinion

I have reviewed the questions posed in the attached memorandum from Selectman Coyle. Although I will not of course perform any specific legal research without further authorization, I would like to share my thoughts on these issues, as this may satisfactorily respond to the expressed concerns.

I understand the facts to be as follows. There are currently three duly appointed and acting members of the Police Commission. The Board of Selectmen is in the process of interviewing candidates to fill the two vacancies on the Commission. There are at this time no duly appointed alternates.

At a recent meeting of the Police Commission, all three members -- a quorum -- were present and acting. None of the three members had previously served in the role of chair, and each expressed a desire to not chair the recent meeting. Selectman Soby (who has served as the Board of Selectmen liaison to the Police Commission) attended the meeting and performed some of the ministerial duties that a chair would normally perform, e.g., calling the meeting to order, making sure the agenda was followed, facilitating the proper process for going into executive session. The three duly appointed and acting members made all motions, seconds and votes at the meeting.

It is not an uncommon practice at meetings of citizen boards and commissions to have an experienced staff person or consultant (e.g., the town planner or the town attorney) in attendance to assist the members with running the meetings and procedure so that the official votes and other actions are properly taken. Selectman Soby's role at the Police Commission meeting appears to be more analogous to this type of facilitator role. Although his role has been referred to as "acting chair," his participation consisted of ministerial/facilitator functions. Had Selectman Soby actually cast votes at the meeting, such votes would not be valid.

To avoid confusion and questions, the better practice would be to press the three members to appoint one of their number to call the meeting to order and run the meeting. Selectman Soby or someone else experienced in meeting procedure could attend to make certain all actions are properly taken.

If you would like my to fully research the questions and provide a formal legal opinion, please let me know.

Thank you.

Attorney Mary Jo Blain Andrews Shipman & Goodwin LLP One Constitution Plaza Hartford, CT 06103-1919

Tel: (860) 251-5118 Fax: (860) 251-5213 mandrews@goodwin.com

http://www.shipmangoodwin.com

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From: Derrik Kennedy [mailto:dkennedy@colchesterct.gov]

Sent: Friday, December 03, 2010 10:25 AM

To: Andrews, Mary Jo

Cc: Stan Soby; Gregg Schuster

Subject: COLCHESTER - Request for Opinion

Good Morning Attorney Andrews,

First Selectman Gregg Schuster requested of me that I e-mail you this morning regarding an issue that arose at last night's Board of Selectmen meeting.

Please find attached a memo from Selectman Rosemary Coyle regarding the Police Commission.

What I am requesting of you is a *time and cost estimate* to review and provide a legal opinion addressing Selectman Coyle's concerns.

Please let me know as soon as possible as the Board of Selectmen need to revisit this issue in two weeks and will need to know those estimates for that meeting.

Acting First Selectman Stan Soby will be contacting you later today to discuss.

Thank you and please call if you have any questions.

Derrik M. Kennedy

Executive Assistant to the First Selectman

Town of Colchester

127 Norwich Avenue Colchester, Connecticut 06415 P: (860) 537-7220 F: (860) 537-0547 dkennedy@colchesterct.gov

Derrik Kennedy

From: James Ford [ford_james_w@sbcglobal.net]
Sent: Friday, December 10, 2010 6:57 AM

To: Derrik Kennedy

Cc: Gregg Schuster; gecordova@comcast.net; Rosemary Coyle; Bruce Hayn

Subject: Item for the 16th Agenda.

Attachments: Summary.pdf



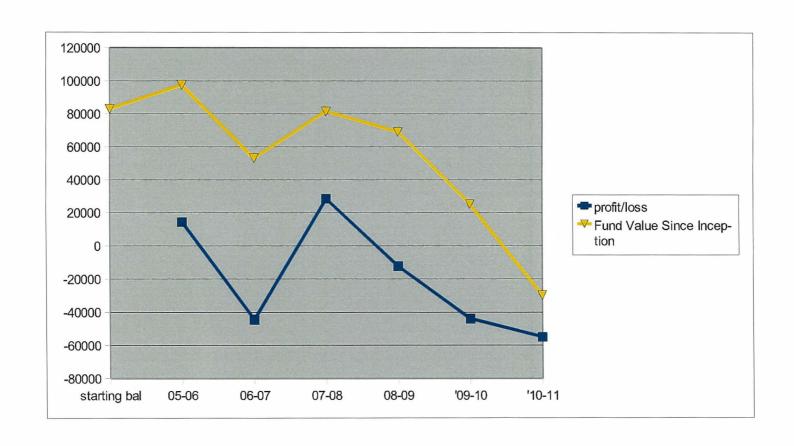
Hi Derrik;

As discussed at the last Board Meeting I would like an item on the coming meeting to "Discuss and act on potential deficits in the Park and Recreation Program Fund". I have attached some supporting data which projects fund performance to the end of the fiscal year.

Sincerely,

Jim Ford Colchester, CT

fiscal year	profit/loss	balance	Fund Value Since Inception
starting bal		\$83,078.65	83078.65
05-06	\$14,385.30	\$97,463.95	97463.95
06-07	(\$44,368.48)	\$53,095.47	53095.47
07-08	\$28,381.44	\$81,476.91	81476.91
08-09	(\$12,384.38)	\$69,092.53	69092.53
'09-10	(\$43,886.81)	\$25,205.72	25205.72
'10-11	(\$54,962.20)	\$0.00	-\$29,756.48



Trends

	acct_num	acct_name	july	aug	sep	oct	nov	dec	jan	feb	mar	apr	may	jun	total	AVG
Revenue	Year	05-06	\$23,507	\$20,252	\$32,736	\$6,623	\$4,183	\$7,069	\$13,356	\$5,719	\$38,163	\$18,404	\$24,884	\$67,757	\$262,652	
		06-07	\$18,248	\$23,353	\$20,127	\$22,074	\$13,914	\$9,562	\$11,147	\$15,563	\$19,034	\$20,501	\$22,433	\$56,848	\$252,805	
		07-08	\$39,788	\$21,084	\$20,088	\$19,162	\$10,668	\$18,086	\$7,990	\$18,715	\$35,183	\$27,642	\$30,958	\$81,381	\$330,745	
		08-09	\$37,064	\$21,155	\$29,271	\$26,440	\$5,515	\$7,011	\$16,465	\$4,702	\$15,334	\$36,410	\$28,903	\$73,545	\$301,813	\$292,182
		09-10	\$48,285	\$24,379	\$21,836	\$23,186	\$8,683	\$9,229	\$8,763	\$6,706	\$32,013	\$37,851	\$25,860	\$71,540	\$318,331	4202,102
		10-11	\$38,048	\$24,104	\$17,513	\$13,544	\$8,592	\$10,191	\$11,544	\$10,281	\$27,945	\$28,162	\$26,608	\$70,214	\$286,746	
% AVG			10.33%	7.48%	8.90%	6.47%	2.99%	3.63%	4.26%	3.89%	9.38%	8.97%	9.34%	24.35%	100.00%	
\$AVG			\$30,187	\$21,848	\$26,016	\$18,910	\$8,724	\$10,620	\$12,460	\$11,376	\$27,414	\$26,204	\$27,278	\$71,144	\$292,182	
Trend Rever	nue Variance		\$18,099	\$2,531	-\$4,180	\$4,276	-\$42	-\$1,391	-\$3,697	-\$4,670	\$4,598	\$11,648	-\$1,418	\$397	\$26,149	
Expense		05-06	-\$15,869	-\$47,010	-\$35,273	-\$15,317	-\$12,500	-\$5,924	-\$3 ,909	-\$14,630	-\$22,640	-\$7,848	-\$35,852	-\$31,494	-\$248,266	
		06-07	-\$17,358	-\$52,066	-\$50,569	-\$18,289	-\$8,817	-\$24,067	-\$4,285	-\$16,752	-\$26,726	-\$32,460	-\$13,294	-\$32,490	-\$297,173	
		07-08	-\$22,205	-\$84,609	-\$14,786	-\$35,399	-\$7,365	-\$6,198	-\$15,159	-\$19,832	-\$14,397	-\$32,744	-\$11,047	-\$38,623	-\$302,363	*240.000
		08-09	-\$30,213	-\$108,986	-\$20,990	-\$19,972	-\$21,370	-\$10,335	-\$9,434	-\$14,863	-\$12,410	-\$27,253	-\$7,791	-\$30,579	-\$314,197	-\$310,988
		09-10	-\$65,991	-\$70,984	-\$43,496	-\$16,519	-\$19,865	-\$19,805	-\$11,748	-\$13,971	-\$12,337	-\$14,038	-\$17,018	-\$56,446	-\$362,218	
2/ 11/0		10-11	-\$57,809	-\$82,658	-\$17,927	-\$35,651	-\$13,983	-\$13,266	-\$8,907	-\$16,010	-\$17,702	-\$22,869	-\$17,000	-\$37,926	-\$341,708	
%AVG			7.37%	25.19%	10.47%	7.66%	4.3 %	4.00%	2.82%	5.69%	6.56%	8.63%	5.85%	11.46%	100.00%	
\$AVG			-\$22,922	-\$78,328	-\$32,549	-\$23,813	-\$13,395	-\$12,451	-\$8,775	-\$17,684	-\$20,386	-\$26,845	-\$18,195	-\$35,645	-\$310,988	
Trend Expen	ise Variance		-\$43,070	\$7,344	-\$10,947	\$7,294	-\$6,469	-\$7,354	-\$2,974	\$3,713	\$8,049	\$12,807	\$1,177	-\$20,801	-\$51,230	
Net Perform	ance	05-06	\$7,638	-\$26,758	-\$2,537	-\$8,694	-\$8,318	\$1,145	\$9,447	-\$8,912	\$15,523	\$10,556	-\$10,968	\$36,263	\$14,385	
		06-07	\$890	-\$28,713	-\$30,442	\$3,785	\$5,097	-\$14,505	\$6,861	-\$1,189	-\$7,691	-\$11,960	\$9,140	\$24,358	-\$44,368	
		07-08	\$17,582	-\$63,524	\$5,302	-\$16,236	\$3,303	\$11,889	-\$7,169	-\$1,118	\$20,786	-\$5,102	\$19,911	\$42,758	\$28,381	
		08-09	\$6,850	-\$87,831	\$8,280	\$6,468	-\$15,855	-\$3,324	\$7,030	-\$10,160	\$2,923	\$9,157	\$21,112	\$42,965	-\$12,384	-\$21,940
		09-10	-\$17,706	-\$46,605	-\$21,659	\$6,667	-\$11,132	-\$10,576	-\$2,986	-\$7,266	\$19,676	\$23,813	\$8,842	\$15,095	-\$43,887	
		10-11	-\$19,762	-\$58,554	-\$414	-\$22,107	-\$5,391	-\$3,074	\$2,637	-\$5,729	\$10,243	\$5,293	\$9,607	\$32,288	-\$54,962	
\$AVG			\$7,265	-\$56,480	-\$6,532	-\$4,903	-\$4,671	-\$1,831	\$3,685	-\$6,308	\$7,028	-\$641	\$9,083	\$35,499	-\$18,806	
Variance Pro	ojection		-\$24,971	\$9,875	-\$15,127	\$11,570	-\$6,511	-\$8,745	-\$6,671	\$957	-\$12,647	-\$24,454	\$241	\$20,404	\$0 -\$56,080	



State of Connecticut House of representatives

STATE CAPITOL HARTFORD, CONNECTICUT 06106-1591

REPRESENTATIVE LINDA A. ORANGE

FORTY-EIGHTH ASSEMBLY DISTRICT

LEGISLATIVE OFFICE BUILDING ROOM 4109 HARTFORD, CT 06106-1591 HOME: (860) 537-3936 CAPITOL: (860) 240-8378 TOLL FREE: (800) 842-8267 FAX: (860) 240-0206 E-MAIL: Linda. Orange@cga.ct.gov DEPUTY SPEAKER OF THE HOUSE

MEMBER

APPROPRIATIONS COMMITTEE
HUMAN SERVICES COMMITTEE
LEGISLATIVE MANAGEMENT COMMITTEE
PUBLIC SAFETY AND SECURITY COMMITTEE

December 8, 2010

Gregg Schuster, First Selectman 127 Norwich Avenue Colchester, CT 06415

Dear Gregg,

Thank you for your letter regarding the Town of Colchester's position toward a state mandate on the number of ballots a municipality must order for an election.

This potential legislation was asked for by the current outgoing Secretary of State. There is no bill in yet. I have spoken to both town registrars, and I have assured them that I will not be voting for this legislation if it should come up.

Thank you again for your interest. Feel free to contact me if you should need anything else.

Sincerely,

Linda Orange

Cragin Memorial Library Monthly Activity Report November 2010

	Adult Materials		Children's Materials		Teen Materials		All Materials & Collections			
	Number		Number		Number		Number			
	Loaned	Number	Loaned	Number	Loaned	Number	Loaned	Number	Percentage	Percentage
	Month	Loaned FY	Month	Loaned FY	Month	Loaned	Month	Loaned FY	of Monthly	of YTD
Collection	Year	YTD	Year	YTD	Year	FY YTD	Year	YTD	Loans	Loans
Books & Audiobooks										
Fiction	2,224	14,102	2,386	14,699	278	2,205	4,888	31,006	48%	
Non-Fiction	851	5,326	537	3,361	32	189	1,420	8,876	14%	14%
Overdrive Downloads	142	828		-		-	142		1%	0%
Total Books	3,217	20,256	2,923	18,060	310	2,394	6,450	39,882	63%	64%
Media										
Entertainment	1,060	6,594	817	4,263	NA		1,877	10,857	18%	17%
Non-Fiction	94	551	23	204	NA		117	755	1%	1%
Music	214	1,528	64	287	15	113	293	1,928	3%	3%
Periodicals	70	510	25	99	2	10	97	619	1%	1%
CD-ROMs	3	6	11	102	NA		14	108	0%	0%
Total Media	1,441	9,189	940	4,955	17	123	2,398	14,267	23%	23%
Other Materials										
Computers	1,300	7,400	NA		NA		1,300	7,400	13%	12%
Head Phones	78	479	NA		NA		78	479	1%	1%
Museum Passes	NA	-	24	199	NA		24	199	0%	0%
Miscellaneous	28	73	NA		NA		28	73	0%	0%
Total Other Materials	1,406	7,952	24	199	-		1,430	8,151	14%	13%
Total All Materials	6,064	37,397	3,887	23,214	327	2,517	10,278	62,300	100%	100%

Service Desk Statistics	This Month	Y-T-D	One Year Ago	Two Years Ago
Items Loaned	10,278	62,300	11,233	11,874
Reference Questions	842	4,020	638	640
ILLs Borrowed	233	1,283	111	128
ILLs Loaned	373	890	44	38

Program Statistics	Programs Held	Program Attendance
Adult	14	139
Teen	3	46
Children's	34	569
Total	51	754

Techn Servi		ltems Added
Adult		205
Teen		8
Childre	n's	289
Total		502

