

# Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

Gregg Schuster, First Selectman

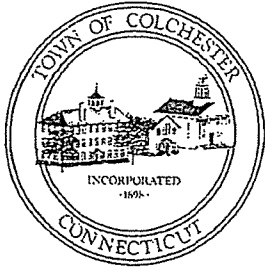
## Board of Selectmen Regular Meeting Agenda Thursday, August 18, 2011 Colchester Town Hall

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

1. Call to Order
2. Additions to the Agenda
3. Approve Minutes of the August 4, 2011 Commission Chairmen Meeting
4. Approve Minutes of the August 4, 2011 Regular Board of Selectmen Meeting
5. Citizen's Comments
6. Boards and Commissions – Interviews and/or Possible Appointments and Resignations
  - a. Agriculture Commission. Alex Savitsky to be interviewed.
  - b. Building Committee. Sharon Murphy Boski to be interviewed.
  - c. Building Committee. Joseph A. DeLucia, Jr. to be interviewed.
  - d. Building Committee. Theresa Hendrickson to be interviewed.
  - e. Building Committee. Paul Picard to be interviewed.
  - f. Building Committee. William Sullivan to be interviewed.
  - g. Building Committee. Anthony J. Tarnowski to be interviewed.
  - h. Building Committee. Thomas A. Tyler to be interviewed.
7. Budget Transfers
8. Tax Refunds & Rebates
9. Discussion and Possible Action on Resolutions for Title III Contract Extension
10. Discussion and Possible Action on Sign Language Interpreter Services
11. Discussion and Possible Action on Water Supply Plan
12. Discussion and Possible Action on Fair Rent Commission

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NANCY A. DEPA  
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13. Discussion and Possible Action on Recommendation of General Municipal Law Attorney
14. Discussion and Possible Action on Revaluation
15. Discussion and Possible Action on Personnel Policy
  - a. Sections I & II (Second Reading)
  - b. Section III, Pages 15-19 (First Reading)
16. Citizen's Comments
17. First Selectman's Report
18. Liaison Report
19. Executive Session to Discuss Memorandum of Agreement with Local 1303-254 of CT Council 4, AFSCME, AFL-CIO (Clerical Union)
20. Adjourn



# Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

Gregg Schuster, First Selectman

**Commission Chairmen Special Meeting Minutes  
Thursday, August 8, 2011  
Colchester Town Hall – 7:00PM  
Meeting Room 1**

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2011 AUG -5 AM 11:27  
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**MEMBERS PRESENT:** First Selectman Gregg Schuster, Selectman James Ford, Selectman Stan Soby, and Selectman Rosemary Coyle.

**MEMBERS ABSENT:** Selectman Greg Cordova

**OTHERS PRESENT:** Adam Turner, Jim Paggioli, Nancy Bray, Dot Mrowka, Rose Levine, David Anderson, Nick Norton, Rob Parlee, Pam Scheibelein, and other citizens.

**1. Call to Order**

First Selectman G. Schuster called the meeting to order at 7:00 p.m.

**2. Commission Updates – Commission Chairs**

Rose Levine reported that the Commission on Aging has a full committee, Theresa Hendrickson is the vice-chair of the committee and also the liaison to the Building Committee, by-laws are being reviewed, currently promoting the Senior Center and its events, preparing "Senior Resource Guide," and developing a professional provider network.

Dave Anderson reported that the Board of Assessment Appeals is working well. The members work hard to either raise, lower, or maintain assessments and ask the Town and the property owner to prove the value they are seeking – with the understanding that lowering an assessment also means lowering taxes paid and vice versa.

First Selectman G. Schuster read a written report from Ron Goldstein concerning the Board of Education.

Nick Norton reported that the Open Space Advisory Committee evaluated the health and circumstance of the protected White Oak Tree in the White Oak Farm Development, has issues with value of dedicated open space during subdivision and/or other development, is working with the Norwich Utility Company to purchase open space along the Norwich Utility reservoir, reviewing plans for a series of trails in the Ruby Cohen parcel, and staff has drafted a revised open space map that includes conservation easements.

First Selectman G. Schuster read a written report from Joseph Mathieu concerning the Planning and Zoning Commission.

Robert Parlee reported that the Police Commission is working on the Police Rules & Regulations, the 5-year Equipment Plan, and Strategic Goals. Officers are becoming mountain bike certified. Computer and computer software equipment is continually being upgrading in the vehicles. New uniforms are being considered. A crossing guard

program is being discussed with Board of Education. The town is trying to implement a third shift for Colchester officers.

Pam Scheibelein reported that the Youth Services Advisory Board presented their Youth Leadership Award at their last meeting to Janelle Gagnon. The decision is made by school staff. Also, the board is in the process of acquiring two new vans and will begin working with the local prevention council.

First Selectman G. Schuster read a written report from Laurie Robinson concerning the Zoning Board of Appeals

**No reports received from:**

Bruce Hayn regarding the Board of Finance  
Merja Lehetinen regarding the Cable Advisory Committee  
Falk Von Plachecki regarding the Conservation Commission  
Stephen Cohn regarding the Economic Development Commission  
Genea Bell regarding the Ethics Commission  
Jack Faski regarding the Fair Rent Commission  
Ellen Sharon regarding the Historic District Commission  
Jan LaBella regarding the Housing Authority  
Sean O'Leary regarding the Parks & Recreation Commission  
Brendan Healy regarding the Police Retirement Board  
Richard LeMay regarding the Sewer & Water Commission

**3. Adjourn**

R. Coyle moved to adjourn the Commission Chair Meeting at 7:16 p.m., seconded by S. Soby. Unanimously approved. MOTION CARRIED.

Respectfully submitted,



Derrik M. Kennedy  
Executive Assistant to the First Selectman

**Attachments:**

- Report from Ron Goldstein regarding the Board of Education.
- Report from Joseph Mathieu regarding the Planning and Zoning Commission.
- Report from Laurie Robinson regarding the Zoning Board of Appeals

I am out of town Thursday and not sure if I will be back by 7pm. Please accept this written report in lieu of my attendance at the Commission Chair Meeting.

Although school is out, the Board of Education remains busy over the summer months. We recently welcomed John Reeve to the Board, to fill out the term remaining for a Board member who had resigned. John brings a passion for education and student achievement to the Board, and he also has professional expertise in the area of human resources and personnel – I am sure he will be a valuable member to the Board.

The District is installing several new software applications this summer, utilizing the virtual server technology that was approved by the Boards of Finance and Educations last year. The most “visible” of these applications will be our School Messenger system, replacing Global Connect, which was our main communication tool with parents and guardians. The new system has enhanced features and capabilities and will allow more efficient communications – and also a lower annual cost.

Also this summer we are finalizing our revised policy allowing for Student Members to the Board of Education. We are proposing adding two students to the Board as non-voting members. One Bacon Academy Junior and one Senior will be chosen by students, and the Senior member will sit at the Board table with the rest of the Board. The goal of this new policy is to provide authentic learning for the students while enhancing the role of the student perspective in all of our deliberations. These new members will not simply be “reporters” who tell the Board what is happening with the students – although that surely will be an important part of their role. Rather, the Board members will be active participants and conduits for opinions back and forth.

In addition to all of their other duties, our administrators also use the summer months to analyze standardized test scores and improve teaching strategies. The Board looks forward to hearing a complete presentation about our scores in September.

Please feel free to contact me should you have any questions or comments. Thank you.

Ronald Goldstein

Dear First Selectman Schuster,

I am unable to attend the Chairman's meeting this evening but please accept this brief update on the Commission's recent activities.

From an application standpoint, we are currently considering the application of NERP Holdings /Tractor Supply Co. to develop a retail facility at the intersection of Route 85 and Lake Hayward road. The applicant and staff have worked very diligently to overcome many engineering challenges presented by this particular parcel and I expect that we will be in a position to close the public hearing and begin deliberations at our next meeting on August 17. Regardless of the outcome, I commend our staff for the time and effort they have put into this application.

From a planning standpoint, staff has completed the drafting of proposed changes to our zoning regulations. As I have mentioned in past reports, these drafts contemplate some significant changes in the way we approach zoning within the Town. The drafts will be circulated to the Commission members for comment in the coming weeks. We then intend to hold informal public informational sessions regarding the proposed changes to gain feedback from the community. After that, we would hold a number of public hearing sessions and finally deliberate and vote on the changes. We hope to conclude the process in the December / January time frame.

Please let me know if you have any questions.

Respectfully submitted,

Joseph Mathieu  
Chairman

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To: Gregg Schuster, First Selectman  
From: Laurie Robinson, Chairman, Zoning Board of Appeals  
Date: 8/4/2011

Subject: ZBA Quarterly Report

Hello Gregg,

Please accept this report-out for the Zoning Board of Appeal's recent news, for use at this evening's Commission Chairman's Meeting:

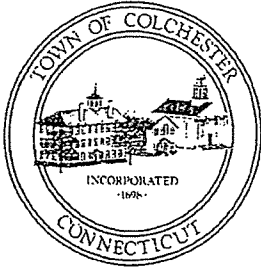
- The ZBA is currently hearing one application.
- Due to a recent resignation, the ZBA now has no alternates, and this puts us at risk to ensure a full voting board of 5. We appreciate any support the Board of Selectmen can offer to recruit and appoint qualified Alternate members for the ZBA.

Respectfully submitted,

Laurie R. Robinson  
Chairman, Zoning Board of Appeals







# Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

Gregg Schuster, First Selectman

**Board of Selectmen Regular Meeting Minutes  
Thursday, August 4, 2011  
Colchester Town Hall**

**Meeting Room 1 – Immediately Following  
Commission Chair Meeting at 7:00pm**

RECEIVED  
COLCHESTER, CT  
2011 AUG -5 AM 11:27

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

**MEMBERS ABSENT:** Selectman Greg Cordova

**OTHERS PRESENT:** Derrik Kennedy, Adam Turner, Jim Paggioli, Nancy Bray, Patti White, Dot Mrowka, Tricia Coblenz, Ryan Blessing, and other citizens.

**1. Call to Order**

First Selectman G. Schuster called the meeting to order at 7:16 p.m.

**2. Additions to the Agenda**

R. Coyle moved to remove from the agenda item #5o and renumber accordingly, seconded by S. Soby. Unanimously approved. MOTION CARRIED.

**3. Approve Minutes of the July 7, 2011 Regular Board of Selectmen meeting**

S. Soby moved to approve the minutes of the July 7, 2011 Regular Board of Selectmen meeting, seconded by J. Ford. R. Coyle abstained. Unanimously approved. MOTION CARRIED.

**4. Citizen's Comments**

G. Barden, C. Picard, and F. Brown thanked the Town for the use of the green and facilities, but are concerned over vandalism and loitering when their equipment and vehicles are located there during events. They would like to see an anti-loitering ordinance or other type of enforceable law that would deter future mischief.

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

**a. Agriculture Commission. Leslie Curtis to be interviewed.**

Leslie Curtis was interviewed.

**b. Agriculture Commission. Olivia Duksa to be interviewed.**

Olivia Duksa was interviewed.

**c. Agriculture Commission. Elizabeth Gillman to be interviewed.**

Elizabeth Gillman was interviewed.

- d. **Agriculture Commission. Andrew Lyons to be interviewed.**  
Andrew Lyons was interviewed.
- e. **Building Committee. John Avery to be interviewed.**  
John Avery was interviewed.
- f. **Building Committee. Justin Bunton to be interviewed.**  
Justin Bunton was interviewed.
- g. **Building Committee. Nancy Cordova to be interviewed.**  
Nancy Cordova was interviewed.
- h. **Building Committee. John Carroll to be interviewed.**  
John Carroll was absent.
- i. **Building Committee. Robert A. Dennehy to be interviewed.**  
Robert A. Dennehy was interviewed.
- j. **Building Committee. Joe Ruiz to be interviewed.**  
Joe Ruiz was interviewed.
- k. **Building Committee. Pamela Scheibelein to be interviewed.**  
Pamela Scheibelein was interviewed.
- l. **Building Committee. Robert Sosnoski to be interviewed.**  
Robert Sosnoski was interviewed.
- m. **Building Committee. Thomas A. Tyler to be interviewed.**  
Thomas A. Tyler was absent.
- n. **Building Committee. Stephen W. Wells to be interviewed.**  
Stephen W. Wells was interviewed.
- o. **TVCCA Board of Directors. Resignation of Fay M. Sherman.**  
S. Soby moved to accept the resignation of Fay M. Sherman from the TVCCA Board of Directors, with regret, seconded by R. Coyle. Unanimously approved. MOTION CARRIED.
- p. **TVCCA Board of Directors. Representative appointment for a term to expire 11/21/11. Eleanor M. Phillips to be interviewed.**  
Eleanor M. Phillips was interviewed. R. Coyle moved to appoint Eleanor M. Phillips as a representative to the TVCCA Board of Directors for a term to expire 11/21/11, seconded by S. Soby. Unanimously approved. MOTION CARRIED.
- q. **Zoning Board of Appeals. Resignation of Chris Bourque.**  
S. Soby moved to accept the resignation of Chris Bourque from the Zoning Board of Appeals, seconded by R. Coyle. Unanimously approved. MOTION CARRIED.

6. **Budget Transfers**  
None.

**7. Tax Refunds & Rebates**

J. Ford moved to approve the tax refunds in the amount of \$9.56 to Paul Cercone, \$18.62 to Mary Emerling, \$71.95 to James Desanzo, \$14.73 to Thomas & Carol Starzyk, \$77.55 to Daniel Butler, \$47.57 to Bonnie Pinnock, \$36.00 to Warren and Linda Bristol, \$39.46 to Stephen Stanulonis, \$77.55 to John F. Connors or Margaret Albee, and \$75.96 to Shauna Rago, seconded by R. Coyle. Unanimously approved. MOTION CARRIED.

**8. Discussion and Possible Action on TVCCA Contract**

R. Coyle moved to approve the 2012 contract with TVCCA for the ongoing provision of meals and to authorize the First Selectman to sign any necessary documents, seconded by S. Soby. Unanimously approved.

**9. Discussion and Possible Action on Hebron Land Swap**

R. Coyle moved to authorize the First Selectman to schedule a public hearing to consider the Hebron-Colchester land swap as described in the memo from the Town Planner to the Board of Selectmen, dated July 29, 2011, and to authorize the First Selectman to schedule a Town meeting on the matter once the public hearing has been completed. The hearing and Town Meeting would concern the following:

Pursuant to Section 402.1 of the Colchester Town Charter to consider authorizing the First Selectman to authorize the conveyance of a 9.0 acre parcel of land from the Town of Colchester (Assessor's Map #10, Lot #23) to the Town of Hebron without consideration, and further accept title to a 9.5 acre parcel of land from the Town of Hebron to the Town of Colchester (Assessor's Map #9, Lot #12) without consideration, with a Conservation Restriction requiring that the land be left in its natural state as a buffer parcel. Seconded by S. Soby. Unanimously approved. MOTION CARRIED.

**10. Discussion and Possible Action on VOIP for Town Facilities**

Discussion by the Board on different financing options. The Board agreed that the use of "Equipment Reserve" was the best funding option. No action taken.

**11. Discussion and Possible Action on Free Solar Panels**

S. Soby moved to approve the contract for free solar panels from DCS Energy and for the First Selectman to sign all necessary documents, seconded by R. Coyle. Unanimously approved. MOTION CARRIED.

**12. Discussion and Possible Action on Youth Services Bureau Grants**

S. Soby moved to approve the application for the YSB Grant and the Enhancement Grant and authorize the First Selectman to sign all necessary documents, seconded by J. Ford. Unanimously approved. MOTION CARRIED.

**13. Discussion and Possible Action on Fair Rent Commission**

Discussion was tabled until the next Board of Selectmen meeting.

**14. Discussion and Possible Action on Personnel Policy**

The Board of Selectmen reviewed and discussed a section of the revised personnel policy. No action was taken.

**15. Citizen's Comments**

None.

**16. First Selectman's Report**

First Selectman G. Schuster reported that there is a new weekly newsletter that is sent out updating residents and businesses on town happenings, one of our snow contractors was concerned about the Town going out to bid for snow removal services and is asking for a waiver of the bid process, and there was recently a live-burn in Town where the Fire Department used new fire suppression equipment which worked better than expected.

**17. Liaison Report**

None.

**18. Executive Session to Discuss Personnel Matter**

S. Soby moved to enter into executive session to discuss a personnel matter and to invite the Tax Collector to join the Board in executive session, seconded by R. Coyle. Unanimously approved. MOTION CARRIED.

Entered into Executive Session at 9:12 p.m.

Tax Collector exited from executive session at 9:23 p.m.

Exited from Executive Session at 9:27 p.m.

**19. Adjourn**

S. Soby moved to adjourn at 9:28 p.m., seconded by R. Coyle. Unanimously approved. MOTION CARRIED.

Respectfully submitted,



Derrick M. Kennedy  
Executive Assistant to the First Selectman



## Colchester Senior Center

**To: Board of Selectmen**

**From: Patti White, Senior Services Director**

**Re: Need Resolutions Passed for Title III Grant Contract Execution**

**Date: 8/2/2011**

This is a request for the Board of Selectmen to adopt the following resolutions which are required by the local Area on Aging which is the fiduciary agency for the Federal Title II \$9,999.00 grant funds that we have been awarded for our Making Memories program.

The first resolution empowers Gregg Schuster, First Selectman to negotiate and execute all necessary documents pertaining to the grant/contract with Eastern Connecticut Agency on Aging.

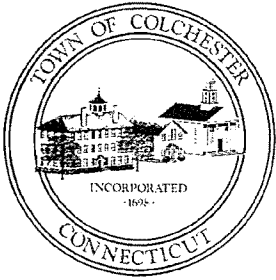
The second empowers Gregg Schuster, First Selectman to certify that the town of Colchester has adopted as its policy to comply with the nondiscrimination agreements and warranties required under Connecticut General Statutes.

### **Recommended Actions:**

BE IT RESOLVED that the Board of Selectmen for the Town of Colchester hereby empower the First Selectman, Gregg Schuster, to enter into and amend contractual instruments in the name and on behalf of the Town of Colchester with the Eastern Connecticut Agency on Aging and to affix the corporate seal.

BE IT RESOLVED that the Board of Selectmen for the Town of Colchester hereby authorize the First Selectman, Gregg Schuster, to certify that the town of Colchester has adopted as its policy to comply with the nondiscrimination agreements and warranties required under Connecticut General Statutes 4a-60 (a) (1) and 4a-60a (a) (1), as amended.





# Town of Colchester, Connecticut


127 Norwich Avenue, Colchester, Connecticut 06415

Gregg Schuster, First Selectman

## MEMORANDUM

**To:** Board of Selectmen

**Cc:**

**From :** Gregg Schuster, First Selectman 

**Date:** 8/18/11

**Re:** Sign Language Interpreter Services

Recently, there have been requests for sign language interpreters at certain board and commission meetings. While the Town has done everything that it could to comply with ADA requirements, it is now necessary to request the specific services of an interpreter.

The attached contract is with the State of Connecticut, Commission on the Deaf and Hearing Impaired, and will provide us with an avenue to request such services, given enough notice of the meeting, where they are needed. As stated in the contract, services cost \$50/hour for a minimum of two hours along with travel reimbursements.

While this is being addressed for one commission, having the contract will allow the town to use state-provided interpreters for any board/commission meeting for the length of the contract.

**Recommended Motion:** "Move to approve a one-year contract with the State of Connecticut for sign language interpreter services and authorize the first selectman sign all necessary documents."





# NON-STATE AGENCY AGREEMENT FOR SIGN LANGUAGE INTERPRETING SERVICES

## TERMS AND CONDITIONS

1. **Parties.** Pursuant to Conn. Gen. Stat. § 46a-33b, this agreement is entered into by and between the State of Connecticut, Commission on the Deaf and Hearing Impaired (hereinafter “Commission”) and Town of Colchester (hereinafter “Customer”).

2. **Term.** The term of this agreement shall be for the period commencing on Aug 18, 2011 and ending on Aug. 18, 2012. This term may be extended by amending the agreement according to ¶ 3 of this agreement.

3. **Amendment.** This agreement may only be amended by formal written amendment to this agreement, signed by both parties and approved by the Office of the Attorney General where applicable.

4. **Services.** The Commission, through its staff, offers sign language interpreting services for the deaf and hearing impaired. Staff interpreters are certified by either the National Association of the Deaf, or the National Registry of Interpreters for the Deaf and they are registered with the Commission, as required by law.

5. **Fee.**

(a) **Hourly rate.** Customer agrees to pay \$50.00 per hour, per interpreter, for interpreting services.

(b) **Travel time.** Customer agrees to pay for the interpreter’s travel time to and from the requested location at the rate of \$50.00 per hour, per interpreter.

(c) **Minimum fee.** Each request for services shall be billed a minimum of two hours (inclusive of travel time) per interpreter.

6. **Request for Services.**

(a) **Deadline for Requests.** Customer should request services at least ten (10) business days in advance from the Commission’s Interpreting Commission.

(b) **Additional Advance Notice.** Requests for services for conferences, workshops, training, require fifteen (15) business days advance notice.

(c) **College or ongoing mainstream classes.** Request for services for college classes or ongoing mainstream classes should be made at least thirty (30) days in advance.

(d) **Components of Request.** Request for services may be made by phone (voice or TDD) 860-231-1690; fax 860-231-8746; by mail at P.O. Box 330730, West Hartford, CT 06133-0730 or in person at the Commission’s offices located at 67 Prospect Avenue, West Hartford, CT. Each request must contain the following information:

- Name of requesting entity
- Address and phone number of requesting entity
- Name of deaf or hard of hearing individual
- Date services needed
- Start and end times of requested services

- Length of time that services will be needed
- Purpose of interpreting services
- Address and telephone number of location where services are needed
- Name and phone number of contact person to confirm assignment
- Name and phone number of on-site contact person when assigned interpreter is present.

(e) Additional Information. The Commission's Interpreting Commission shall request any additional information that it determines is pertinent to the request for services.

## 7. Cancellation of Services.

(a) Cancellation. Customer must make cancellations of any requested services directly to the Commission's Interpreting Commission.

(b) Method of Cancellation. Cancellation requests may be made by phone (voice or TDD) 860-231-1690; fax 860-231-8746; by mail at P.O. Box 330730, West Hartford, CT 06133-0730 or in person at the Commission's offices located at 67 Prospect Avenue, West Hartford, CT.

(c) When to Make Cancellations. All cancellations must be received during regular business hours, Monday through Friday, 8:30am to 5:00pm, at least 48 hours in advance of the requested services.

(d) Charges for Untimely Cancellation. If services are not cancelled within 48 business hours in advance of the requested services, Customer shall be charged for the length of time that services were requested (Section 4.b. above). If services are cancelled after the interpreter has arrived or is *en route* to the location, then Customer shall be charged the length of time that services were requested, plus the interpreter's travel time to and from the location. A minimum of two hours will be charged for an untimely cancellation.

## 8. Processing Requests for Service; No Guarantee; Confirmation of Service Scheduling; Unforeseen Circumstances.

(a) The Commission shall process all requests in the order in which they are received.

(b) There is no guarantee that services will be provided for every request that the Commission receives.

(c) Every effort will be attempted to make confirmation that services will be provided will be made by fax, phone or e-mail. If the request is a short notice request customer must call to check on status.

(d) In the event of unforeseen circumstances of unsafe travel or assignment site conditions or interpreter illness, interpreter services may not be provided. Customer shall not be charged for services that could not be provided due to unforeseen circumstances.

9. Number of Interpreters Assigned. The Commission shall determine the number of interpreters that are to be assigned to each request for services. When more than one interpreter is assigned, they are to work as a team.

## 10. Emergency services.

(a) Emergency defined. Emergency requests for services are assigned a high priority status for purposes of scheduling. An "emergency" is defined as "urgent and essential to the health, safety, and welfare of the citizens of the State of Connecticut." The Commission's **Interpreting Commission** shall determine whether a request constitutes an emergency.

(b) Requesting Emergency Services.

- (1) Regular Business Hours. To request emergency services Monday through Friday 8:30am to 5:00pm, call (voice or TDD) 860-231-1690.
- (2) After hours, weekends, and holidays. To request emergency services after hours (5:00pm to 8:30am), weekends, and holidays please call 860-231-7623. This number is not to be called for any other purpose.

#### **11. Payment.**

- (a) Commission shall prepare an invoice detailing services rendered and submit such invoice to the Customer after services have been rendered.
- (b) Customer shall review the invoice and make payment within 30 days of receipt.
- (c) Non-payment may result in denial of interpreting services.

**12. Liability.** Each party shall be solely liable for any claims, actions, demands or damages arising out of their acts or omissions or their employees in the performance of this Agreement.

**13. Choice of Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of Connecticut.

**14. Claims.** The Customer agrees that the sole and exclusive means for the presentation of any claim against the State arising from this Contract shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Customer further agrees not to initiate legal proceedings except as authorized by that Chapter in any State or Federal Court in addition to or in lieu of said Chapter 53 proceedings.

#### **15. Termination for Convenience.**

- (a) The Commission may terminate performance of work under this Agreement in whole or in part whenever for any reason the Commission shall determine that such termination is in the best interest of the Commission and/or the State of Connecticut.
- (b) This Agreement shall remain in full force and effect for the entire term of the Agreement as stated in ¶ 2 above unless terminated by the Commission, by giving the Customer written notice of such intention. The required number of days written notice is 15 days. In the event that the Commission elects to terminate this Agreement pursuant to this provision, the Commission shall notify the Customer by certified mail, return receipt requested. Termination shall be effective as of the close of business on the date specified in the notice.

**16. Executive Orders.** This Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices; Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings; Executive Order No. Sixteen of Governor John G. Rowland, promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and made a part of the contract as if they had been more fully set forth in it. At the Customer's request, the Commission shall provide a copy of these Orders to the Customer. This contract may also be subject to Executive Order 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions.

**17. Non-discrimination Provisions.** References in this section to "Contract" shall mean this "Agreement" and references to "Contractor" shall mean the "Customer".

(a) The following subsections are set forth here as required by section 4a-60 of the Connecticut General Statutes: (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut. The Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission; (3) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e and 46a-68f; (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this section and section 46a-56.

(b) If the Contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.

(c) "Minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise and (3) who are members of a minority, as such term is defined in subsection (a) of section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

(d) Determination of the Contractor's good faith efforts shall include but shall not be limited to the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

(e) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.

(f) The Contractor shall include the provisions of sections (a) and (b) above in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the Contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

(g) The following subsections are set forth here as required by section 4a-60a of the Connecticut General Statutes: (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this section and section 46a-56.

(h) The Contractor shall include the provisions of section (g) above in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the Contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

(i) For the purposes of this entire Non-Discrimination section, "Contract" or "contract" includes any extension or modification of the Contract or contract, "Contractor" or "contractor" includes any successors or assigns of the Contractor or contractor, "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced, and "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders. For the purposes of this section, "Contract" does not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

**18. Campaign Contribution Restrictions.** For all State contracts as defined Conn. Gen. Stat. § 9-612(g) the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's ("SEEC") notice advising state contractors (Customer) of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See SEEC Form 11 reproduced below:

**SEEC FORM 11**

**NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION BAN**

This notice is provided under the authority of Connecticut General Statutes 9-612(g)(2), as amended by P.A. 07-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined below):

**Campaign Contribution and Solicitation Ban**

*No state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee;*

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

**Duty to Inform**

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

**Penalties for Violations**

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil penalties—\$2000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of \$2000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or \$5000 in fines, or both.

**Contract Consequences**

Contributions made or solicited in violation of the above prohibitions may result, in the case of a state contractor, in the contract being voided.

Contributions made or solicited in violation of the above prohibitions, in the case of a prospective state contractor, shall result in the contract described in the state contract solicitation not being awarded to the prospective state

contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State will not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information and the entire text of P.A. 07-1 may be found on the website of the State Elections Enforcement Commission, [www.ct.gov/seec](http://www.ct.gov/seec). Click on the link to "State Contractor Contribution Ban."

Definitions:

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100.

"Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan or a loan to an individual for other than commercial purposes.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes,



inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

“Managerial or discretionary responsibilities with respect to a state contract” means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

“Dependent child” means a child residing in an individual’s household who may legally be claimed as a dependent on the federal income tax of such individual. “Solicit” means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

### **19. Health Insurance Portability Act of 1996 (“HIPAA”).**

(a) If the Contactor (references to “Contractor” shall mean “Customer”) is a Business Associate under the requirements of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), the Contractor must comply with all terms and conditions of this Section of the Contract. If the Contractor is not a Business Associate under HIPAA, this Section of the Contract does not apply to the Contractor for this Contract.

(b) The Contractor is required to safeguard the use, publication and disclosure of information on all applicants for, and all clients who receive, services under the Contract in accordance with all applicable federal and state law regarding confidentiality, which includes but is not limited to HIPAA, more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E; and

(c) The State of Connecticut Agency named on page 1 of this Contract (hereinafter the “Department”) is a “covered entity” as that term is defined in 45 C.F.R. § 160.103; and

(d) The Contractor, on behalf of the Department, performs functions that involve the use or disclosure of “individually identifiable health information,” as that term is defined in 45 C.F.R. § 160.103; and

(e) The Contractor is a “business associate” of the Department, as that term is defined in 45 C.F.R. § 160.103; and

(f) The Contractor and the Department agree to the following in order to secure compliance with the HIPAA, the requirements of Subtitle D of the Health Information Technology for Economic and Clinical Health Act (hereinafter the HITECH Act), (Pub. L. 111-5, sections 13400 to 13423), and more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E.

(g) Definitions

(1) “Breach shall have the same meaning as the term is defined in section 13400 of the HITECH Act (42 U.S.C. §17921(1))

(2) “Business Associate” shall mean the Contractor.

(3) “Covered Entity” shall mean the Department of the State of Connecticut named on page 1 of this Contract.

(4) “Designated Record Set” shall have the same meaning as the term “designated record set” in 45 C.F.R. § 164.501.

(5) “Electronic Health Record” shall have the same meaning as the term is defined in section 13400 of the HITECH Act (42 U.S.C. §17921(5))

- (6) "Individual" shall have the same meaning as the term "individual" in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative as defined in 45 C.F.R. § 164.502(g).
  - (7) "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and parts 164, subparts A and E.
  - (8) "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, limited to information created or received by the Business Associate from or on behalf of the Covered Entity.
  - (9) "Required by Law" shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.
  - (10) "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.
  - (11) "More stringent" shall have the same meaning as the term "more stringent" in 45 C.F.R. § 160.202.
  - (12) "This Section of the Contract" refers to the HIPAA Provisions stated herein, in their entirety.
  - (13) "Security Incident" shall have the same meaning as the term "security incident" in 45 C.F.R. § 164.304.
  - (14) "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. part 160 and parts 164, subpart A and C.
  - (15) "Unsecured protected health information" shall have the same meaning as the term as defined in section 13402(h)(1)(A) of HITECH. Act. (42 U.S.C. § 17932(h)(1)(A)).
- (h) Obligations and Activities of Business Associates.
- (1) Business Associate agrees not to use or disclose PHI other than as permitted or required by this Section of the Contract or as Required by Law.
  - (2) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for in this Section of the Contract.
  - (3) Business Associate agrees to use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic protected health information that it creates, receives, maintains, or transmits on behalf of the Covered Entity.
  - (4) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by Business Associate in violation of this Section of the Contract.
  - (5) Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Section of the Contract or any security incident of which it becomes aware.
  - (6) Business Associate agrees to insure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate, on behalf of the Covered Entity, agrees to the same restrictions and conditions that apply through this Section of the Contract to Business Associate with respect to such information.
  - (7) Business Associate agrees to provide access, at the request of the Covered Entity, and in the time and manner agreed to by the parties, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524.
  - (8) Business Associate agrees to make any amendments to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of the Covered Entity, and in the time and manner agreed to by the parties.

- (9) Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by, Business Associate on behalf of Covered Entity, available to Covered Entity or to the Secretary in a time and manner agreed to by the parties or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
- (10) Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.
- (11) Business Associate agrees to provide to Covered Entity, in a time and manner agreed to by the parties, information collected in accordance with clause h. (10) of this Section of the Contract, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated there under. Business Associate agrees at the Covered Entity's direction to provide an accounting of disclosures of PHI directly to an individual in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated there under.
- (12) Business Associate agrees to comply with any state or federal law that is more stringent than the Privacy Rule.
- (13) Business Associate agrees to comply with the requirements of the HITECH Act relating to privacy and security that are applicable to the Covered Entity and with the requirements of 45 C.F.R. sections 164.504(e), 164.308, 164.310, 164.312, and 164.316.
- (14) In the event that an individual requests that the Business Associate (a) restrict disclosures of PHI; (b) provide an accounting of disclosures of the individual's PHI; or (c) provide a copy of the individual's PHI in an electronic health record, the Business Associate agrees to notify the covered entity, in writing, within two business days of the request.
- (15) Business Associate agrees that it shall not, directly or indirectly, receive any remuneration in exchange for PHI of an individual without (1) the written approval of the covered entity, unless receipt of remuneration in exchange for PHI is expressly authorized by this Contract and (2) the valid authorization of the individual, except for the purposes provided under section 13405(d)(2) of the HITECH Act,(42 U.S.C. § 17935(d)(2)) and in any accompanying regulations
- (16) Obligations in the Event of a Breach
  - (A) The Business Associate agrees that, following the discovery of a breach of unsecured protected health information, it shall notify the Covered Entity of such breach in accordance with the requirements of section 13402 of HITECH (42 U.S.C. 17932(b) and the provisions of this Section of the Contract.
  - (B) Such notification shall be provided by the Business Associate to the Covered Entity without unreasonable delay, and in no case later than 30 days after the breach is discovered by the Business Associate, except as otherwise instructed in writing by a law enforcement official pursuant to section 13402 (g) of HITECH (42 U.S.C. 17932(g)) . A breach is considered discovered as of the first day on which it is, or reasonably should have been, known to the Business Associate. The notification shall include the identification and last known address, phone number and email address of each individual (or the next of kin of the individual if the individual is deceased) whose unsecured protected health information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such breach.

- (C) The Business Associate agrees to include in the notification to the Covered Entity at least the following information:
1. A brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known.
  2. A description of the types of unsecured protected health information that were involved in the breach (such as full name, Social Security number, date of birth, home address, account number, or disability code).
  3. The steps the Business Associate recommends that individuals take to protect themselves from potential harm resulting from the breach.
  4. A detailed description of what the Business Associate is doing to investigate the breach, to mitigate losses, and to protect against any further breaches.
  5. Whether a law enforcement official has advised either verbally or in writing the Business Associate that he or she has determined that notification or notice to individuals or the posting required under section 13402 of the HITECH Act would impede a criminal investigation or cause damage to national security and; if so, include contact information for said official.
- (D) Business Associate agrees to provide appropriate staffing and have established procedures to ensure that individuals informed by the Covered Entity of a breach by the Business Associate have the opportunity to ask questions and contact the Business Associate for additional information regarding the breach. Such procedures shall include a toll-free telephone number, an e-mail address, a posting on its Web site and a postal address. Business Associate agrees to include in the notification of a breach by the Business Associate to the Covered Entity, a written description of the procedures that have been established to meet these requirements. Costs of such contact procedures will be borne by the Contractor.
- (E) Business Associate agrees that, in the event of a breach, it has the burden to demonstrate that it has complied with all notifications requirements set forth above, including evidence demonstrating the necessity of a delay in notification to the Covered Entity.
- (i) Permitted Uses and Disclosure by Business Associate.
- (1) General Use and Disclosure Provisions Except as otherwise limited in this Section of the Contract, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Contract, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.
  - (2) Specific Use and Disclosure Provisions
    - (A) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
    - (B) Except as otherwise limited in this Section of the Contract, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(C) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).

(j) Obligations of Covered Entity.

- (1) Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity, in accordance with 45 C.F.R. § 164.520, or to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- (2) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- (3) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(k) Permissible Requests by Covered Entity. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by the Covered Entity, except that Business Associate may use and disclose PHI for data aggregation, and management and administrative activities of Business Associate, as permitted under this Section of the Contract.

(l) Term and Termination.

- (1) Term. The Term of this Section of the Contract shall be effective as of the date the Contract is effective and shall terminate when the information collected in accordance with clause h. (10) of this Section of the Contract is provided to the Covered Entity and all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
- (2) Termination for Cause Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
  - (A) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the Contract if Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity; or
  - (B) Immediately terminate the Contract if Business Associate has breached a material term of this Section of the Contract and cure is not possible; or
  - (C) If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(3) Effect of Termination

- (A) Except as provided in (1)(2) of this Section of the Contract, upon termination of this Contract, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. Business Associate shall also provide the information collected in accordance with clause h.(10) of this Section of the Contract to the Covered Entity within ten business days of the notice of termination. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.
- (B) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon documentation by Business Associate that return or destruction of PHI is infeasible, Business Associate shall extend the protections of

this Section of the Contract to such PHI and limit further uses and disclosures of PHI to those purposes that make return or destruction infeasible, for as long as Business Associate maintains such PHI. Infeasibility of the return or destruction of PHI includes, but is not limited to, requirements under state or federal law that the Business Associate maintains or preserves the PHI or copies thereof.

(m) Miscellaneous Provisions.

- (1) Regulatory References. A reference in this Section of the Contract to a section in the Privacy Rule means the section as in effect or as amended.
- (2) Amendment. The Parties agree to take such action as is necessary to amend this Section of the Contract from time to time as is necessary for Covered Entity to comply with requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.
- (3) Survival. The respective rights and obligations of Business Associate shall survive the termination of this Contract.
- (4) Effect on Contract. Except as specifically required to implement the purposes of this Section of the Contract, all other terms of the Contract shall remain in force and effect.
- (5) Construction. This Section of the Contract shall be construed as broadly as necessary to implement and comply with the Privacy Standard. Any ambiguity in this Section of the Contract shall be resolved in favor of a meaning that complies, and is consistent with, the Privacy Standard.
- (6) Disclaimer. Covered Entity makes no warranty or representation that compliance with this Section of the Contract will be adequate or satisfactory for Business Associate's own purposes. Covered Entity shall not be liable to Business Associate for any claim, civil or criminal penalty, loss or damage related to or arising from the unauthorized use or disclosure of PHI by Business Associate or any of its officers, directors, employees, contractors or agents, or any third party to whom Business Associate has disclosed PHI contrary to the provisions of this Contract or applicable law. Business Associate is solely responsible for all decisions made, and actions taken, by Business Associate regarding the safeguarding, use and disclosure of PHI within its possession, custody or control.
- (7) Indemnification. The Business Associate shall indemnify and hold the Covered Entity harmless from and against any and all claims, liabilities, judgments, fines, assessments, penalties, awards and any statutory damages that may be imposed or assessed pursuant to HIPAA, as amended or the HITECH Act, including, without limitation, attorney's fees, expert witness fees, costs of investigation, litigation or dispute resolution, and costs awarded there under, relating to or arising out of any violation by the Business Associate and its agents, including subcontractors, of any obligation of Business Associate and its agents, including subcontractors, under this section of the contract, under HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.

**20. Contracting Affidavits and Certification Forms.** Where applicable, the Customer and the Commission agree to execute and submit affidavits and certifications required by State and Federal law.

**APPROVALS AND ACCEPTANCES:**

**The Customer herein IS or IS NOT a Business Associate under HIPAA.**

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

Name of signatory \_\_\_\_\_

Title of signatory \_\_\_\_\_

**State of Connecticut  
COMMISSION ON THE DEAF AND HEARING IMPAIRED**

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

Name of signatory \_\_\_\_\_

Title of signatory \_\_\_\_\_

**OFFICE OF THE ATTORNEY GENERAL**

\_\_\_\_\_ This contract template having been reviewed and approved by the Office of the Attorney General, it is exempt from review pursuant to a Memorandum of Agreement between the Office of the Attorney General and the Connecticut Commission on the Deaf and Hearing Impaired on January 29, 2009 as amended.

**Agreement / Authorization for Billing:**

*(Please complete and return to CDHI by mail or fax)*

As representative for the entity listed, I fully understand and agree to the conditions set forth as the **Connecticut Commission on the Deaf and Hearing Impaired (CDHI) Policy** regarding the procurement and provision of **CDHI Sign Language Interpreting Services** including payment of said services. This authorization remains in effect until formal documentation is received from entity representative and acknowledged by CDHI.

Name of Entity: Business/Company/Agency \_\_\_\_\_

Authorized Representative: Signature \_\_\_\_\_ Date \_\_\_\_\_

Authorized Representative: Name/Title (printed) \_\_\_\_\_

Authorized Representative: Direct phone number \_\_\_\_\_

**Billing Information (please print):**

Name \_\_\_\_\_

Dept./ Division \_\_\_\_\_

Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Attn. (incl. Title) \_\_\_\_\_

Active Phone Number \_\_\_\_\_

Active Fax Number \_\_\_\_\_



**Interpreting Request Data Sheet:**

***Commission on the Deaf and Hearing Impaired (CDHI)***

***PO Box 330730.***

***(860) 231-1690 v/tty***

***West Hartford, CT 06133***

***(860) 231-8746 fax***

***Attn: Interpreting Department***

Name of Requesting Entity: \_\_\_\_\_  
(Practice name, Firm Title/name)

Name of Deaf Participant(s): \_\_\_\_\_

Assignment(s):

Date(s) \_\_\_\_\_ Start Time \_\_\_\_\_ End Time \_\_\_\_\_ Duration \_\_\_\_\_

Purpose/Pertinent Info/Comments: \_\_\_\_\_  
(see paragraph #2- Re: Requests-Pert. Info.)

Date(s) \_\_\_\_\_ Start Time \_\_\_\_\_ End Time \_\_\_\_\_ Duration \_\_\_\_\_

Purpose/Pertinent Info/Comments: \_\_\_\_\_

Assignment Location: \_\_\_\_\_ Bldg: \_\_\_\_\_

Address: \_\_\_\_\_ Floor and Room# \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

On-site contact: \_\_\_\_\_ Active Num. \_\_\_\_\_

## **Town of Colchester Interoffice Memorandum**

**To:** Gregg Schuster, First Selectman  
**From:** James Paggioli, L.S., Director of Public Works  
**CC:**  
**Date:** 8/12/11  
**Re:** Water Supply Plan

---

As a requirement of the State of Connecticut Department of Health, Drinking Water Section in accordance with Public Act 09-220 of the Connecticut State Legislature, the Colchester Water Department is required to submit a revised Water Supply Plan. Attached is correspondence from the State of Connecticut to The Town of Colchester indicating the requirement for the plan and granted extension to the deadline for submittals of the plans. The Town has solicited and received proposals for the preparation of said Water Supply Plans through an R.F.P. process. After review of the submittals, the following results were derived for the preparation of the plan as noted in Item 6B of the August 10, 2011 meeting of the Colchester Sewer and Water Commission Minutes:

“The Water Supply Plan R.F.P. were received on July 29,2011. Six firm submitted proposals. Mr. Paggioli and Mr. Klobukowski reviewed the proposal submissions. The breakdown is as follows:

Lenard Engineering - \$12,500

Wright Pierce - \$15,000

GeoInsight - \$16,000 (Base \$13,400 + \$2,600 for Sabotage Plan)

Milone and McBroom - \$19,500 (Base \$16,500 + \$3,000 for Sabotage Plan)

Weston & Sampson - \$37,000

Maguire Group - \$39,500

After review of all submittals, staff is recommending the award be made to Lenard Engineering for the preparation of the Town of Colchester Water Supply Plan for a cost not to exceed \$12,500.

A motion was made by T.Tripodi, seconded by R.Jones that: After review of all submittals, The Commission recommends that proposal submitted by Lenard Engineering for the preparation of the Town of Colchester Water Supply Plan for a cost not to exceed \$12,500 be accepted and be forwarded to the Board of Selectman for contract authorization. Motion approved 4-0.”

As such there is need to enter into a contract with Lenard Engineering for the preparation of the Water Supply Plan.

Proposed Motion: Where as the Town of Colchester is required to prepare and submit a revised Water Supply Plan to the State of Connecticut no later than May 31, 2012, and after review of all submittals to the R.F.P. for the consultant services for the preparation of said plan, and in following the recommendation of The Sewer and Water Commission; The Board of Selectman accepts the proposal submitted by Lenard Engineering for the preparation of the Town of Colchester Water Supply Plan for a cost not to exceed \$12,500 and that the First Selectman is hereby authorized to sign any and all contracts with Lenard Engineering for the preparation of the Water Supply Plan in accordance with the R.F.P. received on July 29,2011.





# STATE OF CONNECTICUT

## DEPARTMENT OF PUBLIC HEALTH

June 22, 2009

Mr. Mark Decker  
Colchester Sewer and Water Commission  
127 Norwich Avenue  
Colchester, CT 06415

Re: Water Supply Plan – Colchester Sewer and Water Commission  
PWSID#CT028G011

Dear Mr. Decker:

The Department of Public Health, under the authority of Section 25-32d of the Connecticut General Statutes and Sections 25-32d-1a through 25-32d-6 of the Regulations of Connecticut State Agencies is hereby requesting a revised water supply plan from the Colchester Sewer and Water Commission. Your previous water supply plan was approved May 23, 2006. A revision to your previously approved plan must now be submitted by July 16, 2010. Please contact Steve Messer to arrange for a time to meet to discuss plan revisions.

The entire plan must be revised in conformance with Sections 25-32d-1a through 25-32d-6 of the Regulations of Connecticut State Agencies - "Regulations Concerning Water Supply Plans". This plan revision should utilize the previously approved water supply plan as a basis for the updates. Updated population served projections and demand projections must be developed for the 5, 20 (2020), and 50-year (2050) planning periods (census.gov). The 20 (2020), and 50-year (2050) planning periods are based upon the most current (2000) Federal Census. The safe yield of all sources of supply and proposed sources of supply must be determined. Margin of safety ratios must be developed for the current and 5, 20 and 50-year planning periods. System deficiencies must be re-evaluated and an updated improvement schedule developed. Water quality trends and analyses must be reevaluated. The water conservation plan and emergency contingency plan, including trigger levels, must be prepared in accordance with regulatory requirements. The revised plan must also address the new requirements concerning a source water protection evaluation. Deferred comments from the state agencies provided at the time of approval of your last plan (see attached) must also be addressed.

Connecticut General Statute 25-32d(c) also requires the submission of a sabotage prevention and response plan separately from the water supply plan as a confidential document for security and safety reasons.

Phone: (860) 509-7333



Telephone Device for the Deaf: (860) 509-7191

410 Capitol Avenue - MS # 51WAT

P.O. Box 340308 Hartford, CT 06134

*Affirmative Action / An Equal Opportunity Employer*

Water Supply Plan – Colchester Sewer and Water Commission

6/22/09

Page 2

In accordance with Section 25-32d-5(a) of the Regulations of Connecticut State Agencies, the required number of copies of the water supply plan must be submitted to the state agencies (see attached) and one copy to each regional planning organization covering any portion of the water company's existing or proposed source or service area. This office encourages the Colchester Sewer and Water Commission to contractually retain an electronic copy of the water supply plan to simplify future water supply plan updates.

The staff of the Source Water Protection and Planning Unit of the Drinking Water Section is available to work with you on this important project and is looking forward to receiving your water supply plan. To that end, we would like to meet with you to discuss revisions to your previously approved water supply plan, specific local and regional issues surrounding the Colchester Sewer and Water Commission, and answer any questions or concerns you may have as you initiate this planning process. Please call Steve Messer at (860) 509-7333 to schedule this meeting.

Sincerely,

A handwritten signature in black ink, appearing to read "Darrell B. Smith", with a stylized flourish at the end.

Darrell Smith  
Section Chief  
Drinking Water Section

**WATER SUPPLY PLANS**

Pursuant to Section 25-32d-5 of the Regulations of Connecticut State Agencies, copies of water supply plans, revised plans, or modified plans must be submitted to the following State Agency contacts:

**(2 paper and one electronic copy)**

Steve Messer  
Department of Public Health  
Drinking Water Section  
410 Capitol Ave., MS#51WAT  
P.O. Box 340308  
Hartford, CT 06134-0308

**(4 copies)**

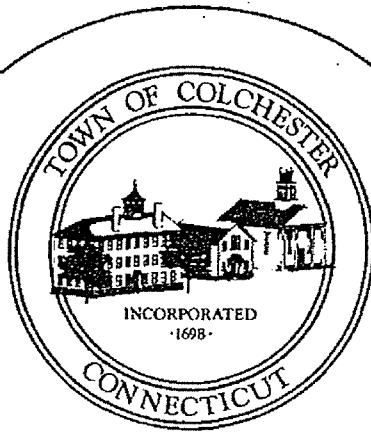
Robert Hust  
Department of Environmental Protection  
Bureau of Water Management  
79 Elm Street  
Hartford, CT 06106-5127

**(2 copies)**

Kimberley Santopietro  
Department of Public Utility Control  
10 Franklin Square  
New Britain, CT 06051

**(1 copy)**

Bruce Wittchen  
Office of Policy and Management  
450 Capitol Ave., MS#54ORG  
P.O. Box 341441  
Hartford, CT 06134-1441



24 November 2010

Connecticut Department of Public Health  
Drinking Water Section  
410 Capitol Avenue  
MS# 51WAT  
P.O. Box 340308  
Hartford, Connecticut 06134-0308

Attention: Mr. Steve Messer  
Supervising Sanitary Engineer

Subject: Individual Water Supply Plan  
Colchester, Connecticut

Mr. Messer,

As suggested in our recent conversation, this letter is to request the Drinking Water Section to authorize extension of the Town of Colchester Individual Water Supply Plan submittal date to July 2012 from its current July 2011 date. The basis for the request is to coincide better with the standards being set by the Department in conjunction with the revisions to CGS 25-32d.

Thank you for considering our request. Please contact me if you have questions.

Sincerely,  
COLCHESTER PUBLIC WORKS

A handwritten signature in cursive script that reads "Mark Decker".

Mark Decker, P.E.  
Director



**STATE OF CONNECTICUT**  
DEPARTMENT OF PUBLIC HEALTH

March 8, 2011

Steve Kolbukowski  
Town of Colchester  
127 Norwich Avenue  
Colchester, CT 06415

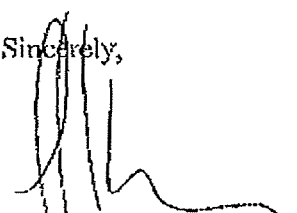
Re: Colchester Water Department: Water Supply Plan Extension Request  
DWS Project #: 2011-0006

Dear Mr. Kolbukowski,

Your request for an extension of the submittal date of Colchester Water Department's Water Supply Plan was received by the Drinking Water Section (DWS) on November 30, 2010, and is hereby granted. The revised July 2011 due date of the Water Supply Plan has been extended to May 31, 2012. Please note that no further extensions can be granted as the new submission date now encompasses the full six year time period allowed by Public Act 09-220, which revised the water supply planning regulations.

If you have any further questions regarding Water Supply Plans, please contact me.

Sincerely,



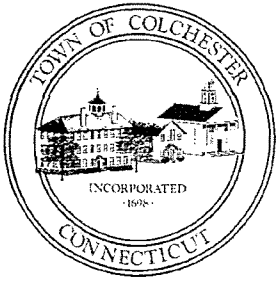
Steve Messer  
Supervising Sanitary Engineer  
Drinking Water Section



Phone: (860) 509-7333  
Telephone Device for the Deaf (860) 509-7191  
410 Capitol Avenue - MS # 517AT  
P.O. Box 340308 Hartford, CT 06134  
Affirmative Action / An Equal Opportunity Employer







# *Town of Colchester, Connecticut*

127 Norwich Avenue, Colchester, Connecticut 06415

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Gregg Schuster, First Selectman

## **MEMORANDUM**

**To:** Board of Selectmen

**Cc:**

**From :** Gregg Schuster, First Selectman

**Date:** 8/18/11

**Re:** Fair Rent Commission

---

Fair Rent Commission Chair, Jack Faski, has agreed to come and speak with the Board of Selectmen regarding the current and future status of the Commission.

Please find attached Colchester Code and Connecticut General Statutes pertaining to Fair Rent Commissions.



**Sec. 7-148b. Creation of fair rent commission. Powers.**

(a) Except as provided in subsection (c) of this section, any town, city or borough may, through its legislative body, create a fair rent commission to make studies and investigations, conduct hearings and receive complaints relative to rental charges on housing accommodations, except those accommodations rented on a seasonal basis, within its jurisdiction, which term shall include mobile manufactured homes and mobile manufactured home park lots, in order to control and eliminate excessive rental charges on such accommodations, and to carry out the provisions of sections 7-148b to 7-148f, inclusive, section 47a-20 and subsection (b) of section 47a-23c. The commission, for such purposes, may compel the attendance of persons at hearings, issue subpoenas and administer oaths, issue orders and continue, review, amend, terminate or suspend any of its orders and decisions. The commission may be empowered to retain legal counsel to advise it.

(b) For purposes of subsection (a) of this section, "seasonal basis" means housing accommodations rented for a period or periods aggregating not more than one hundred twenty days in any one calendar year.

(c) Any town, city or borough in which the number of renter-occupied dwelling units is greater than five thousand, as determined by the most recent decennial census, and which does not have a fair rent commission on October 1, 1989, shall, on or before June 1, 1990, conduct a public hearing or public hearings and decide by majority vote of its legislative body whether to create a fair rent commission as provided in subsection (a) of this section. Any such town, city or borough which fails to act pursuant to the requirements of this subsection shall, not later than June 1, 1991, create such fair rent commission.

(d) Any two or more towns, cities or boroughs not subject to the requirements of subsection (c) of this section may, through their legislative bodies, create a joint fair rent commission.

**Sec. 7-148c. Considerations in determining rental charge to be excessive.**

In determining whether a rental charge or a proposed increase in a rental charge is so excessive, with due regard to all the circumstances, as to be harsh and unconscionable, a fair rent commission shall consider such of the following circumstances as are applicable to the type of accommodation: (1) The rents charged for the same number of rooms in other housing accommodations in the same and in other areas of the municipality; (2) the sanitary conditions existing in the housing accommodations in question; (3) the number of bathtubs or showers, flush water closets, kitchen sinks and lavatory basins available to the occupants thereof; (4) services, furniture, furnishings and equipment supplied therein; (5) the size and number of bedrooms contained therein; (6) repairs necessary to make such accommodations reasonably livable for the occupants accommodated therein; (7) the amount of taxes and overhead expenses, including debt service, thereof; (8) whether the accommodations are in compliance with the ordinances of the municipality and the general statutes relating to health and safety; (9) the income of the petitioner and the availability of accommodations; (10) the availability of utilities; (11) damages done to the

premises by the tenant, caused by other than ordinary wear and tear; (12) the amount and frequency of increases in rental charges; (13) whether, and the extent to which, the income from an increase in rental charges has been or will be reinvested in improvements to the accommodations.

**Sec. 7-148d. Order for limitation on amount of rent. Suspension of rent payments. Cease and desist orders for retaliatory actions.**

(a) If a commission determines, after a hearing, that the rental charge or proposed increase in the rental charge for any housing accommodation is so excessive, based on the standards and criteria set forth in section 7-148c, as to be harsh and unconscionable, it may order that the rent be limited to such an amount as it determines to be fair and equitable. If a commission determines, after a hearing, that the housing accommodation in question fails to comply with any municipal ordinance or state statute or regulation relating to health and safety, it may order the suspension of further payment of rent by the tenant until such time as the landlord makes the necessary changes, repairs or installations so as to bring such housing accommodation into compliance with such ordinance, statute or regulation. The rent during said period shall be paid to the commission to be held in escrow subject to ordinances or provisions adopted by the town, city or borough.

(b) If the commission determines, after a hearing, that a landlord has retaliated in any manner against a tenant because the tenant has complained to the commission, the commission may order the landlord to cease and desist from such conduct.

**Sec. 7-148e. Appeal.**

Any person aggrieved by any order of the commission may appeal to the superior court for the judicial district in which the town, city or borough is located. Any such appeal shall be considered a privileged matter with respect to the order of trial.

**Sec. 7-148f. Penalty for violations.**

Any person who violates any order of rent reduction or rent suspension by demanding, accepting or receiving an amount in excess thereof while such order remains in effect, and no appeal pursuant to section 7-148e is pending, or violates any other provision of sections 7-148b to 7-148e, inclusive, and section 47a-20, or who refuses to obey any subpoena, order or decision of a commission pursuant thereto, shall be fined not less than twenty-five dollars nor more than one hundred dollars for each offense. If such offense continues for more than five days, it shall constitute a new offense for each day it continues to exist thereafter.

**Sec. 7-148g. Fair housing commission; creation and powers.**

Any town, city or borough may, through its legislative body, create a fair housing commission to make studies and receive complaints relative to discrimination in

dwellings within its jurisdiction, which term shall include mobile manufactured homes and mobile manufactured home park lots, in order to control and eliminate discrimination in such dwellings, and to enforce fair housing ordinances adopted pursuant to section 7-148 or section 7-194. The commission may be empowered to retain legal counsel to advise it.

**Sec. 47a-20. (Formerly Sec. 19-375a).**

Retaliatory action by landlord prohibited. A landlord shall not maintain an action or proceeding against a tenant to recover possession of a dwelling unit, demand an increase in rent from the tenant, or decrease the services to which the tenant has been entitled within six months after: (1) The tenant has in good faith attempted to remedy by any lawful means, including contacting officials of the state or of any town, city or borough or public agency or filing a complaint with a fair rent commission, any condition constituting a violation of any provisions of chapter 368o, or of chapter 412, or of any other state statute or regulation, or of the housing and health ordinances of the municipality wherein the premises which are the subject of the complaint lie; (2) any municipal agency or official has filed a notice, complaint or order regarding such a violation; (3) the tenant has in good faith requested the landlord to make repairs; (4) the tenant has in good faith instituted an action under subsections (a) to (i), inclusive, of section 47a-14h; or (5) the tenant has organized or become a member of a tenants' union.

**Sec. 47a-23c. Prohibition on eviction of certain tenants except for good cause.**

(a) (1) Except as provided in subdivision (2) of this subsection, this section applies to any tenant who resides in a building or complex consisting of five or more separate dwelling units or who resides in a mobile manufactured home park and who is either: (A) Sixty-two years of age or older, or whose spouse, sibling, parent or grandparent is sixty-two years of age or older and permanently resides with that tenant; (B) blind, as defined in section 1-1f; or (C) physically disabled, as defined in section 1-1f, but only if such disability can be expected to result in death or to last for a continuous period of at least twelve months.

(2) With respect to tenants in common interest communities, this section applies only to (A) a conversion tenant, as defined in subsection (3) of section 47-283, who (i) is described in subdivision (1) of this subsection, or (ii) is not described in subdivision (1) of this subsection but, during a transition period, as defined in subsection (4) of section 47-283, is residing in a conversion condominium created after May 6, 1980, or in any other conversion common interest community created after December 31, 1982, or (iii) is not described in subdivision (1) of this subsection but is otherwise protected as a conversion tenant by public act 80-370\*, and (B) a tenant who is not a conversion tenant but who is described in subdivision (1) of this subsection if his landlord owns five or more dwelling units in the common interest community in which the dwelling unit is located.

(3) As used in this section, "tenant" includes each resident of a mobile manufactured home park, as defined in section 21-64, including a resident who owns his own home, "landlord" includes a "licensee" and an "owner" of a mobile manufactured home park, as defined in section 21-64, "complex" means two or more buildings on the same or contiguous parcels of real property under the same ownership, and "mobile manufactured home park" means a parcel of real property, or contiguous parcels of real property under the same ownership, upon which five or more mobile manufactured homes occupied for residential purposes are located.

(b) (1) No landlord may bring an action of summary process or other action to dispossess a tenant described in subsection (a) of this section except for one or more of the following reasons: (A) Nonpayment of rent; (B) refusal to agree to a fair and equitable rent increase, as defined in subsection (c) of this section; (C) material noncompliance with section 47a-11 or subsection (b) of section 21-82, which materially affects the health and safety of the other tenants or which materially affects the physical condition of the premises; (D) voiding of the rental agreement pursuant to section 47a-31, or material noncompliance with the rental agreement; (E) material noncompliance with the rules and regulations of the landlord adopted in accordance with section 47a-9 or 21-70; (F) permanent removal by the landlord of the dwelling unit of such tenant from the housing market; or (G) bona fide intention by the landlord to use such dwelling unit as his principal residence.

(2) The ground stated in subparagraph (G) of subdivision (1) of this subsection is not available to the owner of a dwelling unit in a common interest community occupied by a conversion tenant.

(3) A tenant may not be dispossessed for a reason described in subparagraph (B), (F) or (G) of subdivision (1) of this subsection during the term of any existing rental agreement.

(c) (1) The rent of a tenant protected by this section may be increased only to the extent that such increase is fair and equitable, based on the criteria set forth in section 7-148c.

(2) Any such tenant aggrieved by a rent increase or proposed rent increase may file a complaint with the fair rent commission, if any, for the town, city or borough where his dwelling unit or mobile manufactured home park lot is located; or, if no such fair rent commission exists, may bring an action in the Superior Court to contest the increase. In any such court proceeding, the court shall determine whether the rent increase is fair and equitable, based on the criteria set forth in section 7-148c.

(d) A landlord, to determine whether a tenant is a protected tenant, may request proof of such protected status. On such request, any tenant claiming protection shall provide proof of the protected status within thirty days. The proof shall include a statement of a physician in the case of alleged blindness or other physical disability.

**§ 18-22. Power of Board of Selectmen.**

The Board of Selectmen of the Town of Colchester shall be empowered to act as a Flood and Erosion Control Board for purposes of carrying out the statutory provisions relating to flood or erosion control.

**CODE OF THE TOWN OF COLCHESTER, CONNECTICUT, v12 Updated 05-01-2010  
/ THE CODE / Chapter 18, BOARDS, COMMITTEES AND COMMISSIONS /  
ARTICLE VII, Fair Rent Commission [Adopted 10-12-1989]**

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**ARTICLE VII, Fair Rent Commission [Adopted 10-12-1989]**

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**CODE OF THE TOWN OF COLCHESTER, CONNECTICUT, v12 Updated 05-01-2010  
/ THE CODE / Chapter 18, BOARDS, COMMITTEES AND COMMISSIONS /  
ARTICLE VII, Fair Rent Commission [Adopted 10-12-1989] / § 18-23.  
Establishment; powers.**

**§ 18-23. Establishment; powers.**

There is herewith established the Colchester Fair Rent Commission ("Commission") that shall have all powers as enumerated in C.G.S. §§ 7-148b, 7-148c, 7-148d, 7-148e and 7-148f, as now existing and as hereinafter amended.

**CODE OF THE TOWN OF COLCHESTER, CONNECTICUT, v12 Updated 05-01-2010  
/ THE CODE / Chapter 18, BOARDS, COMMITTEES AND COMMISSIONS /  
ARTICLE VII, Fair Rent Commission [Adopted 10-12-1989] / § 18-24.  
Membership; terms; vacancies; appointment by Board of Selectmen. [Amended  
5-6-2003]**

**§ 18-24. Membership; terms; vacancies; appointment by Board of Selectmen. [Amended  
5-6-2003]**

The Commission shall consist of five members and two alternates, who shall be electors of the Town of Colchester, all of whom shall be initially appointed by the Board of Selectmen; three members shall serve until April 2004; two members shall serve until April 2005; and two alternates shall serve until April 2005. Thereafter, the terms shall be for two years, and all appointments, including the filling of vacancies, shall be made by the Board of Selectmen.

**CODE OF THE TOWN OF COLCHESTER, CONNECTICUT, v12 Updated 05-01-2010  
/ THE CODE / Chapter 18, BOARDS, COMMITTEES AND COMMISSIONS /  
ARTICLE VII, Fair Rent Commission [Adopted 10-12-1989] / § 18-25. Notice of**



**hearing on rental charges.**

**§ 18-25. Notice of hearing on rental charges.**

The Commission shall give written notice to the owner, the landlord and the petitioner, at least seven days prior to the hearing date, of any proceeding wherein the Commission will seek to determine whether a rental charge or a proposed increase in a rental charge is excessive. The failure to give such notice shall render any action of the Commission void ab initio.

**CODE OF THE TOWN OF COLCHESTER, CONNECTICUT, v12 Updated 05-01-2010  
/ THE CODE / Chapter 18, BOARDS, COMMITTEES AND COMMISSIONS /  
ARTICLE VII, Fair Rent Commission [Adopted 10-12-1989] / § 18-26. Decision;  
notice.**

**§ 18-26. Decision; notice.**

The Commission shall render its decision within 14 days following the closing of a hearing, and all parties to the hearing shall receive written notice of the decision, such decision shall be effective as of the date the Commission voted on the same.

**CODE OF THE TOWN OF COLCHESTER, CONNECTICUT, v12 Updated 05-01-2010  
/ THE CODE / Chapter 18, BOARDS, COMMITTEES AND COMMISSIONS /  
ARTICLE VIII, Board of Police Commissioners [Adopted 7-25-1990]**

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**ARTICLE VIII, Board of Police Commissioners [Adopted 7-25-1990]**

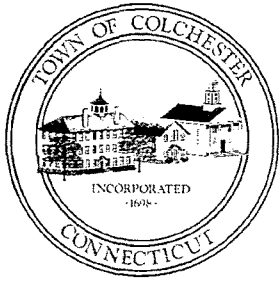
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**CODE OF THE TOWN OF COLCHESTER, CONNECTICUT, v12 Updated 05-01-2010  
/ THE CODE / Chapter 18, BOARDS, COMMITTEES AND COMMISSIONS /  
ARTICLE VIII, Board of Police Commissioners [Adopted 7-25-1990] / § 18-27.  
Policy Advisory Commission repealed.**

**§ 18-27. Policy Advisory Commission repealed.**

The provisions of the ordinance adopted at a Special Town Meeting on August 9, 1985, respecting the creation of a Police Advisory Commission for the Town of Colchester are herewith repealed.

**CODE OF THE TOWN OF COLCHESTER, CONNECTICUT, v12 Updated 05-01-2010  
/ THE CODE / Chapter 18, BOARDS, COMMITTEES AND COMMISSIONS /  
ARTICLE VIII, Board of Police Commissioners [Adopted 7-25-1990] / § 18-28.  
Establishment.**



# *Town of Colchester, Connecticut*

127 Norwich Avenue, Colchester, Connecticut 06415


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Gregg Schuster, First Selectman

## **MEMORANDUM**

**To:** Board of Selectmen

**Cc:**

**From :** Gregg Schuster, First Selectman 

**Date:** 08/18/11

**Re:** Recommendation of General Law Municipal Attorney

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After going out to bid for qualifications and proposed fees for a general law municipal attorney, I am recommending that the Board of Selectmen award the bid to our current general law attorney, Shipman & Goodwin, as well as Suisman Shapiro.

Shipman & Goodwin currently handles various legal issues with the Town and would be able to continue such services. Suisman Shapiro offers exceptional experience with a very competitive fee. In the bidding process, Shipman & Goodwin's proposed fee is a capped, blended rate of \$245 per hour. Suisman Shapiro will charge \$165/hr for partners, \$145/hr for associates, and \$95/hr for paralegals.

**Recommended Motion – “Move to award the bid for general law legal services to Shipman & Goodwin and Suisman Shapiro and authorize the First Selectman to sign any necessary documents.”**



## Memorandum

To: Gregg Schuster, First Selectman

From: John Chaponis, Assessor

CC:

Date: August 16, 2011

Re: Revaluation progress

---

Our current revaluation contract calls for every property requiring an inspection to be done by the sub-contracted firm of Vision Appraisal Technology, Inc to be billed at a rate of \$25 per inspection.

Currently we have 2,121 inspections remaining and about 8-10 weeks left to complete them. At this point, we are required to notify Vision of how many and which inspections they will be required to perform so that they can assign qualified staff and have the time to complete them in a timely manner.

If we give them the entire 2,121 X \$25 each it would equate to \$53,025.

My staff and I continue to complete as many inspections as possible in order to cut the costs to the town but there is no way we can complete all of them. We currently estimate that we can complete another 500 during the next eight weeks (not including call backs and tax requests). This will save us \$12,500.

An additional option would be to hire some outside assistance. There are qualified assessment staff working in surrounding towns where the town hall is closed on Fridays and we could hire an experienced individual for \$25 per hour to work in Colchester on Fridays and Saturdays.

Not only would this produce a savings to the town, as this data collector would complete 2-3 inspections per hour, but it would also be a benefit to the property owners by allowing us to offer Saturday appointments. Hiring a part-timer for Fridays and Saturdays over the next 8-10 weeks will save us a minimum of \$3,500 with the potential savings of \$8,000 - \$10,000.

If we are to bring in a part timer, we need to do this immediately as there are only about 8-10 weeks left to complete the task.

Please advise.



### **III. YOUR PAY AND BENEFITS**

#### **Your Paycheck**

All employees are paid on a bi-weekly basis. All required deductions for federal, state or local taxes, and all authorized voluntary deductions such as health or dental plans, 401(a), 457, etc. are withheld from your paycheck. All paychecks will be directly deposited into your personal checking or savings account(s).

#### **Non-exempt Employee Pay**

If you are classified as a non-exempt employee, you must maintain a record of the total hours you work each day. These hours must be accurately recorded on a time card that will be provided to you by your supervisor. Your time card must accurately reflect all regular and overtime hours worked, any absences, late arrivals, early departures, and meal breaks. Any absences will be verified by the employee and their supervisor and coded properly on the time card for payroll and record keeping purposes.

Unless you are authorized by your supervisor, you should not work any hours that are not authorized. Do not start work early, finish work late, work during a meal break or perform any other extra or overtime work unless you are authorized to do so and that time is recorded on your time card. Employees are prohibited from performing any "off-the-clock" work. "Off-the-clock" work means work you may perform but fail to report on your time card. Any employee who fails to report or inaccurately reports any hours worked will be subject to disciplinary action, up to and including discharge.

It is a violation of the Town's policy for any employee to falsify a time card, or to alter another employee's time card. It is also a serious violation of Town policy for any employee or supervisor to instruct another employee to incorrectly or falsely report hours worked or alter another employee's time card to under- or over-report hours worked. If any supervisor or employee instructs you to (1) incorrectly or falsely under- or over-report your hours worked, or (2) alter another employee's time records to inaccurately or falsely report that employee's hours worked, you should report it immediately to the Human Resources Office.

#### **Exempt Employee Pay**

If you are classified as an exempt salaried employee, you will receive a salary that is intended to compensate you for all hours you may work for the Town. This salary will be established at the time of hire or when you become classified as an

**exempt employee. While it may be subject to review and modification from time to time, such as during salary review times, the salary will be a predetermined amount that will not be subject to deductions for variations in the quantity or quality of the work you perform.**

**Exempt employees must complete a bi-weekly time card and is responsible for maintaining a record of time off taken due to vacation, illness, bereavement, etc.**

**Your wages may be reduced for certain types of deductions such as your portion of the insurance premiums; state, federal or local taxes; social security; or, voluntary contributions to a 401(a) and/or 457 plan.**

### **Reporting Paycheck Concerns**

**If you believe you have been subject to any improper deductions or your pay does not accurately reflect your hours worked, you should immediately report the matter to Payroll. If Payroll is unavailable, you should immediately contact the Human Resources Office.**

**In the event that your paycheck is lost or stolen, please notify your supervisor immediately or the Payroll Department.**

### **Overtime**

**Non-exempt employees will be paid at the rate of time and one-half their regular hourly rate of pay for all hours worked in excess of forty (40) hours in a workweek. For the purpose of calculating overtime, hours not worked but credited to an eligible, non-exempt employee include holidays, paid sick leave, and vacation days. All overtime work must be authorized in advance by the employee's supervisor.**

### **Benefits**

The Town of Colchester provides the following benefits to full-time employees, as defined in these personnel policies. The Town of Colchester also provides pro-rated benefits as well as others as outlined in this policy to employees who work no less than 30 hours per week, excluding health insurance. The Town of Colchester reserves the right to modify or eliminate any benefits from time to time in its sole discretion, and without prior notice to employees. The Town will provide such notice of benefit changes as is practical at the time of the change. Should any statement contained herein conflict with the terms of any actual benefit plan or contract, including any individual employment contract, the terms of such plan or contract shall prevail.

~~Paid, full-time, elected Officials (First Selectman, Town Clerk, Tax Collector) are provided medical and dental benefits, long-term disability (LTD), as outlined in these policies, and may also participate in the Town's Deferred Compensation Plan. Benefits provided to paid, full-time elected officials are to be determined by the Town of Colchester's Board of Selectmen and may be expanded or decreased as is deemed in the best interest of the Town.~~

## **Holidays**

Eligible full-time employees and part-time employees regularly scheduled to work at least thirty (30) hours per week shall observe the following holidays off with pay annually:

1. ½ Day New Year's Eve
2. New Year's Day
3. Martin Luther King, Jr. Day
4. Presidents' Birthday
5. Good Friday
6. Memorial Day
7. Independence Day
8. Labor Day
9. Columbus Day
10. Thanksgiving Day
11. Day After Thanksgiving
12. Veterans' Day
13. ½ Day Christmas Eve
14. Christmas Day
15. One (1) Floating Holiday

Employees eligible for holidays off with pay shall be paid for the hours they were regularly scheduled to work on ~~the holiday~~ **a work day.** ~~if they~~ **Eligible employees must** work their full schedule on the first regularly scheduled work day immediately prior to the holiday and on the first regularly scheduled workday immediately following the holiday, or ~~if they were~~ **be** on an approved paid leave of absence ~~with pay for such days.~~

**Regular, part-time employees who are consistently scheduled to work at least twenty (20) hours per week shall be eligible for holidays off with pay and according to the preceding guidelines.**

For the purpose of calculating overtime, hours credited to an eligible full-time employee for holiday pay will be considered as hours worked. If a holiday falls on a Saturday or Sunday it will be observed on the preceding Friday or the following Monday, at the sole discretion of the Town.



## Vacations

All **regular** employees who work at least 20 hours per week will receive their vacation time on January 1st of each year, based on the prior year's accrual. Employees presently **will** accrue vacation days based on completed years of service as follows:

<u>Years of Completed, Continuous Full-Time Employment</u>	<u>Annual Vacation</u>
After 1 year	One week (5 working days)
After 2 years	Two weeks (10 working days)
After 7 years	Three weeks (15 working days)
After 14 years	Four weeks (20 working days)
<b>0 – less than six months</b>	<b>0 days</b>
<b>6 mos – 1 yr</b>	<b>3 days</b>
<b>1 year</b>	<b>10 days</b>
<b>2 years</b>	<b>11 days</b>
<b>3 years</b>	<b>12 days</b>
<b>4 years</b>	<b>13 days</b>
<b>5 years</b>	<b>15 days</b>
<b>6 years</b>	<b>16 days</b>
<b>7 years</b>	<b>17 days</b>
<b>8 years</b>	<b>18 days</b>
<b>9 years</b>	<b>19 days</b>
<b>10 years</b>	<b>20 days</b>
<b>More than 10 years</b>	<b>20 days</b>

Part-time employees who are regularly scheduled to work at least thirty (30) hours per week shall earn vacation on a pro-rated basis, but such employees shall, in no case, be entitled to more than two (2) weeks of vacation per year. **Part-time employees who are regularly scheduled to work at least twenty (20) hours per week shall earn vacation on a pro-rated basis, but such employees shall, in no case, be entitled to more than one (1) week of vacation per year.**

Full-time employees do not accrue or earn vacation benefits during unpaid leaves of absence **when the leave lasts longer than 30 days. In such a situation, the** An unpaid leave of absence will be deducted from the employee's total continuous years of service for the purpose of determining vacation entitlement.

In the event a paid Town holiday falls within an employee's scheduled vacation period, that holiday will not count as an employee vacation day.

**Employees who request vacation time must complete a Time-Off Request Form (available in the Human Resources Office). Vacation time must be pre-approved by the employee's immediate supervisor. Normally, individual vacation days will be requested three or more days in advance. In case of emergency or unusual circumstances, less notice may be given for vacation request.**

Any employee may take vacation days in conjunction with personal leave days, holidays or sick leave.

**Assignment of vacation time off will be based on the operational needs of the Town.**

~~Employees who work 30 hours or more and qualify for vacation benefits will be allowed to~~ **may** carry over accrued unused vacation days to a maximum accumulation of 30 days ~~no more than 10 vacation days per year. Carryover of more than 10 vacation days per year must be approved by the employee's supervisor and the First Selectman.~~

Upon termination or retirement, each employee will be paid for accrued vacation at his/her current base rate of pay.

**The First Selectman can grant newly-hired employees more vacation, than the above table allots, at his/her discretion.**

**Joint Town/Board of Education employees' vacation time is accounted for on a fiscal year basis.**

### **Medical and Dental Insurance**

All full-time employees may elect to receive group insurance coverage provided by the Town for their employee group. Whenever the Town changes the group insurance plans or contributions, employees of the affected group shall be given written notification of such change. Detailed descriptions of the group insurance plans are available at the Human Resources Office.

The benefit choices you make during the annual open enrollment period take effect July 1 and remain in effect until June 30 each year. After July 1, you may only make changes to your benefits if you notify Human Resources within 30 days of a qualifying event. A qualifying event is a change in an employee's or dependent's status that results in a gain or loss of coverage or coverage options. The election change must be consistent with the change in status.