

Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

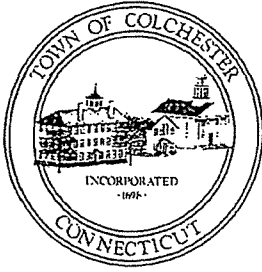
Gregg Schuster, First Selectman

**Board of Selectmen Agenda
Regular Meeting
Thursday, June 7, 2012
Colchester Town Hall**

Meeting Room 1 – 7:00PM

1. Call to Order
2. Additions to the Agenda
3. Approve Minutes of the May 17, 2012 Regular Board of Selectmen Meeting
4. Approve Minutes of the May 23, 2012 Special Board of Selectmen Meeting
5. Citizen's Comments
6. Boards and Commissions – Interviews and/or Possible Appointments and Resignations
 - a. Conservation Commission. Alternate appointment for a three-year term to expire 10/01/2015. Erika Fuery was interviewed on 05/17/2012.
 - b. Sewer and Water Commission. Member re-appointment for a three-year term to expire 06/01/2015. Robert Jones to be interviewed.
 - c. Sewer and Water Commission. Member re-appointment for a three-year term to expire 06/01/2014. R. Scott Boyden to be interviewed.
7. Budget Transfers
8. Tax Refunds & Rebates
9. Discussion and Possible Action on Grant Contract with Connecticut State Library
10. Discussion and Possible Action on Business Associate Agreement with McGladrey & Pullen
11. Discussion and Possible Action on Farmland Preservation Grant Agreement
12. Discussion and Possible Action on Connecticut Neighborhood Assistance Act Tax Credit Program
13. Discussion and Possible Action on Sunday Alcohol Sales Ordinance
14. Discussion and Possible Action on Donation Policy
15. Discussion and Possible Action on Personnel Policy
 - a. Section II, pages 15 – 18 (Holidays) (2nd Reading)
 - b. Section II, pages 18 – 23 (1st Reading)
16. Citizen's Comments
17. First Selectman's Report
18. Liaison Report
19. Adjourn

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NANCY A. GRAY
TOWN CLERK
Nancy A. Gray



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

Gregg Schuster, First Selectman

**Board of Selectmen Minutes
Regular Meeting
Thursday, May 17, 2012
Colchester Town Hall**

NANCY A. BRAY
TOWN CLERK

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Meeting Room 1 – Immediately Following Town Meeting at 7:00PM

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

MEMBERS ABSENT: Selectman Rosemary Coyle

OTHERS PRESENT: Derrik Kennedy, James Paggioli, Marc Tate, Val Geato, Maggie Cosgrove, and other citizens.

1. **Call to Order**
First Selectman G. Schuster called the meeting to order at 7:05 p.m.
2. **Additions to the Agenda**
None.
3. **Approve Minutes of the May 3, 2012 Public Hearing**
S. Soby moved to approve the minutes of the May 3, 2012 Public Hearing, seconded by J. Ford. G. Cordova abstained. All others approved. MOTION CARRIED.
4. **Approve Minutes of the May 3, 2012 Regular Board of Selectmen Meeting**
S. Soby moved to approve the minutes of the May 3, 2012 Regular Board of Selectmen meeting, seconded by G. Cordova. G. Cordova abstained. All others approved. MOTION CARRIED.
5. **Citizen's Comments**
None.
6. **Boards and Commissions – Interviews and/or Possible Appointments and Resignations**
 - a. **Conservation Commission. Alternate appointment for a three-year term to expire 10/01/2015. Erika Fuery to be interviewed.**
Erika Fuery was interviewed.
7. **Budget Transfers**
S. Soby moved to approve the budget transfers of \$22,500 (11701-41260, "Workers Compensation Insurance") and \$25,000 (11701-44243, "Unemployment Compensation") to (11701-41211, "Health Insurance") and \$20,000 (13201-40103, "Snow Removal – Overtime") to (11701-41211, "Health Insurance"); seconded by J. Ford. Unanimously approved. MOTION CARRIED.
8. **Tax Refunds & Rebates**
G. Cordova moved to approve tax refunds in the amount of \$78.84 to Elizabeth & Veronica Cordon, \$24.00 to Joseph & Rita LeBlanc, \$3,744.38 to Rebecca Steele, and \$64.62 to William & Stephanie Bruneau; seconded by J. Ford. Unanimously approved. MOTION CARRIED.

9. Discussion and Possible Action on Contract with WSP Sells (Color Digital Orthophotography)

M. Tate presented the project and contract to the Board. J. Ford commented on range of bids and concerns over quality of data for bid price. S. Soby moved to approve the budget transfer of \$7,157 (30018336-62208, "Street Sign/Catch Basin Capital Account") to (30018337-62208, "GIS Aerial Flight Capital Account"), seconded by G. Cordova. Unanimously approved. MOTION CARRIED. S. Soby moved to approve the color digital orthophotography contract with WSP Sells and to authorize the First Selectman to sign all necessary documents, seconded by G. Cordova. Unanimously approved. MOTION CARRIED.

10. Discussion and Possible Action on Donation Policy

V. Geato commented on need of policy to direct uses of donations. J. Ford questioned what other communities do in such circumstances. It was noted that Colchester was one of three towns in New London County with a town-operated food bank. G. Cordova and S. Soby commented on perception of use of donations for administrative costs. G. Schuster noted how generous towns-people and businesses are on a consistent basis with the amount donated to the food and fuel banks. No action taken.

11. Discussion and Possible Action on Personnel Policy

a. Section II, pages 15 – 18 (Holidays) (2nd Reading)

Comments from the Board on which other towns provide part-time employees who work at least 20 hours per week with regards to benefits. No action taken.

12. Discussion and Possible Action on FY 2012-2013 Budget

S. Soby moved to send the Town and Board of Education budgets, as proposed by the Board of Finance, to a Town Meeting scheduled for Thursday, May 31, 2012, at 7:15 p.m. at Town Hall, seconded by J. Ford. Unanimously approved. MOTION CARRIED.

13. Citizen's Comments

P. Schiebelien commented on the use of donations for administrative costs and that the Town should fund positions through the budget.

14. First Selectman's Report

First Selectman G. Schuster reported the Sunday alcohol sales bill was passed and signed and that municipalities can restrict the sale per ordinance. It was researched and in 1982 Colchester passed an ordinance restricting alcohol sales on Sunday to between 12:00 p.m. – 9:00 p.m. The State law regulates sales between 10:00 a.m. – 5:00 p.m. Therefore, per Town ordinance, liquor sales are permitted between 12:00 p.m. – 5:00 p.m. Further, it was reported that the Town and Board of Education have reviewed the bids for employee benefits consultants and recommend Lockton Benefits, which is a move away from Ovation Benefits. The Board of Education has already approved the change but are waiting for the final contract. Also, there has been discussion over a possible mailing to residents to explain the impact of the revaluation on their property taxes – which may need a special Board of Selectmen meeting to approve. First Selectman Schuster then corrected some statements from the previous Board of Selectmen meeting over the reorganization news article and stated that all memos from his office are on official letterhead and are signed by him.

15. Liaison Report

J. Ford reported that the Conservation Commission is discussing enforcement actions and procedures that can be used by the Zoning Enforcement Officer and will be reviewing them for possible alterations.

S. Soby reported that the Police Commission approved their strategic goals, including moving towards 24/7 coverage and technology.

16. Executive Session to Discuss Release Agreement with Point-to-Point Access.Com

S. Soby moved to enter into executive session to discuss the release agreement with Point-to-Point Access.com and to invite Marc Tate and Maggie Cosgrove into discussions, seconded by G. Cordova. Unanimously approved. MOTION CARRIED.

Entered into executive session at 7:55 p.m.

Exited from executive session at 8:02 p.m.

17. Discussion and Possible Action on Release Agreement with Point-to-Point Access.Com

S. Soby moved to approve the budget transfer of \$1,200 (11801-44208, "Info Technology – Professional Services") to (11901-45216, "Facilities – Telephone), seconded by G. Cordova. Unanimously approved. MOTION CARRIED. S. Soby moved to approve the release agreement with Point-to-Point Access.com, seconded by G. Cordova. Unanimously approved. MOTION CARRIED.

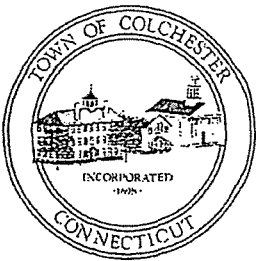
18. Adjourn

G. Cordova moved to adjourn at 8:03 p.m., seconded by S. Soby. Unanimously approved. MOTION CARRIED.

Respectfully submitted,



Derrick M. Kennedy
Executive Assistant to the First Selectman



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

Board of Selectmen Special Meeting Minutes Wednesday, May 23, 2012 Colchester Town Hall

Suite 201 – 4:30 p.m.

HANCY A. BRAY
TOWN CLERK

2012 MAY 24 AM 9:06

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COLCHESTER, CT

MEMBERS PRESENT: First Selectman Gregg Schuster, Selectman Rosemary Coyle, and Selectman Stan Soby (via phone)

MEMBERS ABSENT: Selectman Greg Cordova and Selectman James Ford

OTHERS PRESENT: Derrik Kennedy, Maggie Cosgrove, and Sgt. Marc Petruzzi.

1. **Call to Order**

G. Schuster called the meeting to order at 4:30 p.m.

2. **Discussion and Possible Action Heating Oil Contract with East River Energy**

Discussion on prices and gallons purchased. S. Soby moved to purchase 9,000 gallons of heating oil at \$3.1465 from East River Energy and authorize the First Selectman to sign all necessary documents, seconded by R. Coyle. Unanimously approved. MOTION CARRIED.

3. **Discussion and Possible Action on Employee Benefits Consultant Contract with Northeast Series of Lockton Companies, LLC.**

M. Cosgrove presented to the Board the bid and selection process and stated that the Board of Education has already approved. G. Schuster commented on the history of employee benefits consultants and compared the bidding firms. M. Cosgrove explained the difference between the State plan versus the bidding firms. Discussion on funding of contract, compensation to Lockton, cost of optional services, use of 3rd party vendors, and services provided by each firm. S. Soby moved to approve the consulting service agreement with Northeast Series of Lockton Companies, LLC and authorize the First Selectman to sign all necessary documents, seconded by R. Coyle. Unanimously approved. MOTION CARRIED.

4. **Executive Session to Discuss Animal Control Officer**

S. Soby moved to enter into executive session to discuss the animal control officer, seconded by R. Coyle. Unanimously approved. MOTION CARRIED.

Entered into executive session at 5:18 p.m.

Exited from executive session at 5:35 p.m.

5. **Discussion and Possible Action on Separation Agreement**

S. Soby moved to accept the separation agreement and authorize the First Selectman to sign all necessary documents, seconded by R. Coyle. Unanimously approved. MOTION CARRIED.

6. **Adjourn**

R. Coyle moved to adjourn at 5:36 p.m., seconded by S. Soby. Unanimously approved. MOTION CARRIED.

Attachment – Selectman J. Ford comments

From: James Ford [mailto:ford_james_w@sbcglobal.net]
Sent: Wednesday, May 23, 2012 11:27 AM
To: Gregg Schuster
Subject: Special Meeting Agenda

As you requested I am offering the following comments on the agenda items.

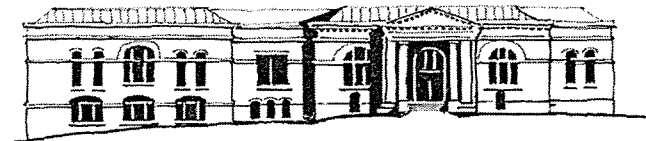
1. Regarding the Oil Price contract this is routine and I'm sure that Maggie has obtained the best deal we can get at this time. The only suggestion I have on this as oil prices and futures are falling perhaps it would be prudent to have some ability to renegotiate if market conditions warrant. I didn't read the full agreement due to schedule and maybe that is in there.

2. Regarding the Health Insurance Consultant I feel it is important that we have a clause that dictates funding is subject to availability of funds appropriated for the purpose. We do not have a budget yet and who knows may not have one prior to June 30th. We should not be approving a contract that calls for spending after the current budget expires on June 30th. You mentioned this might be paid by Anthem. That is of concern as it appears to let the fox in the henhouse. That notwithstanding, even if they are paid by Anthem I'm sure their payment would be passed on to us and be reflected on our health care costs. Thus we must not commit to a contract that would obligate the Town to incur cost we may have no way of funding. I would like this item held to the regular meeting so these issues can be addressed.

Sorry I can't be with you today. Hope this explains where I stand on these issues.

Best wishes


Jim Ford



Cragin Memorial Library

8 Linwood Avenue

Colchester, CT 06415

860-537-5752  Fax: 860-537-4559

TO: Board of Selectmen, Town of Colchester
FROM: Kate Byroade, Library Director
Date: June 1, 2012
Re: Acceptance of Grant Contract with the Connecticut State Library

Cragin Library submitted an application for an LSTA grant from the Connecticut State Library in the amount of \$3,000 to implement the American Library Association's **Every Child Ready to Read** (ECRR) program targeting Colchester's parents, caregivers, and teachers of young children ages 0-5. This grant will pay for training of Library staff, publicity, and implementation materials, and purchase of the ECRR kit. The Library will conduct a series of parent-and-child workshops to introduce best practices for developing early literacy skills to parents as well as workshops for local childcare providers and preschool teachers to reinforce best practices. All other costs associated with the ECRR program will be in the form of in-kind contributions from the Library's staff and donations to cover incidental hospitality costs from the Friends of Cragin Library. The grant has been awarded and the Town of Colchester Board of Selectmen must to pass a resolution authorizing the First Selectman to sign the contract and all grant materials.

Motion:

Resolved, that Gregg Schuster, the duly elected First Selectman is empowered to execute and deliver in the name and on behalf of this organization a certain contract with the Connecticut State Library, State of Connecticut, for an LSTA grant for the Every Child Ready to Read project.

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for

federally-assisted construction subagreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL

TITLE

CONTRACTOR/GRANTEE

DATE SUBMITTED

CONNECTICUT STATE LIBRARY
Hartford, Connecticut 06106

FEDERAL LIBRARY SERVICES AND TECHNOLOGY ACT
GRANT CONTRACT

This Agreement is made by and between the State of Connecticut, Connecticut State Library Board (hereinafter "State Library") and the Cragin Memorial Library (hereinafter "Contractor") pursuant to Section 11-2a of the Connecticut General Statutes (hereinafter "CGS").

WHEREAS, Public Law 104-208 (the Library Services and Technology Act (LSTA)) provides federal funds to stimulate excellence and promote access to learning and information resources in libraries for individuals of all ages; to promote library services that provide users access to information through electronic networks; to provide linkages among and between libraries; and to promote targeted library services to people of diverse geographic, cultural, socioeconomic backgrounds, and capabilities; and

WHEREAS, the State Library administers a competitive grant program whereby libraries compete for federally funded grants for the purposes supported by LSTA; and

NOW THEREFORE, in consideration of the aforesaid and the mutual promises hereinafter contained, the parties do hereby agree as follows:

Part I

1. The State Library hereby authorizes a grant for the amount not to exceed \$3,000 (hereinafter "Grant Funds") for the project *Every Child Ready to Read* (hereinafter the "Project"). The Contractor is responsible for any project expenses greater than the Grant Funds. The approved Project Budget is as follows:

		LSTA Funds Approved
1.	ECRR 2 nd ed.	\$200
2.	STAR POWER costs	\$80
3.	Supplies	\$42
4.	Postage	\$0
5.	Professional materials	\$0
\$6.	Printing	\$802
7.	Library materials	\$1,800
8.	Travel/mileage expenses	\$76
9.	Other (Specify)	\$0
10.	TOTAL	\$3,000

2. The Contractor may execute budget reallocation between line items (personnel, materials, equipment, contractual, etc.) when such reallocation does not exceed 10 percent of the total grant, but the State Library must approve reallocations (one time or cumulative) exceeding 10 percent. The Contractor shall submit a Budget Revision Request, example attached hereto as Attachment A, to the Grants and Contracts Manager prior to the reallocation. The State Library and the Office of the Attorney General, if applicable, must also approve amendments to the grant's purpose and/or methodology.
3. The Contractor shall expend Grant Funds for the Project from July 1, 2012, through June 30, 2013 (hereinafter the "Grant Period"). Project expenditures incurred by the Contractor before the Grant Period may not be charged against the Grant Funds. Project expenditures incurred after the Grant Period may be charged against the Grant Funds only to honor funds obligated or encumbered before the expiration date of the Grant Period. All obligations must be liquidated within 90 days following the end of the Grant Period. All Project activities must take place during the Grant Period. If a Contractor makes an application in writing no later than 30 days prior to the end of the Grant Period, the State Library may amend this Agreement by a three-month extension of the Grant Period without additional funding. If applicable, the Office of the Attorney General shall approve this amendment. Determinations shall be made on a case-by-case basis.
4. Any Grant Funds remaining unexpended/unobligated on **July 1, 2013**, or expenditures disallowed by the State Library will be returned to the State Library by 7/30/2013, as will any accrued interest from these Grant Funds.
5. The Project Director, Kate Byroade, is responsible for the conduct of the specific work and shall provide technical leadership to the project whether or not any salary is provided from Grant Funds.
6. The Contractor is responsible for the administration and/or supervision of all grant activities.
7. The Contractor shall submit Outcome Based Evaluation Results, form attached hereto as Attachment B, by **7/30/2013**.
8. Project Expenditure Reports, example attached hereto as Attachment C, are **due on 10/15/2012, 1/15/2013, 4/15/2013, and 7/30/2013**.
9. Payment to the Contractor under this Agreement is subject to availability of federal funds. Payments shall be made in one installment to the contractors. The first payment shall be made on **7/1/2012** or upon approval of this Agreement whichever is later and as outlined in the Application for Payment of Federal Grant document. No payment shall be released unless the State Library has received from the Contractor the previous period's Project Expenditure Report. If there is more than 25% of the previous payment indicated in total cash on hand when the Expenditure Report is submitted, the next payment will not be released until another Expenditure Report is received by the State Library indicating that the funds on hand have been reduced or expended. The Contractor shall

maintain separate accounting for each LSTA grant and all supporting data to verify the proper expenditure of funds in accordance with the approved grant budget.

10. The Contractor shall submit a Midpoint Evaluation, example attached hereto as Attachment D, by **1/15/2013**.
11. The Contractor shall submit a Final Evaluation, example attached hereto as Attachment E, within 30 days following the end of the contract period (by **7/30/2013**).
12. Audit Requirements.

(a) The State Auditors of Public Accounts shall have access to all records and accounts for the fiscal year(s) in which the award was made. The Contractor shall provide for an annual financial audit acceptable to the State Library for any expenditure of state-awarded funds made by the Contractor. Such audit shall include management letters and audit recommendations. The Contractor will comply with federal and state single audit standards as applicable.

(b) The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State, including, but not limited to, the State Library, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents. Requests for any audit or inspection shall be in writing, at least ten (10) days prior to the requested date. All audits and inspections shall be at the requester's expense. The State may request an audit or inspection at any time during the Contract term and for three (3) years after Termination, Cancellation or Expiration of the Contract. The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.

(c) For purposes of the provisions of this subsection that relate to State grants, the word "Contractor" shall be read to mean "nonstate entity," as that term is defined in C.G.S. § 4-230.

13. Audit Requirements for Federal Grants.
 - A. For U.S. based, non-profit Contractors expending \$500,000 or more of federal awards in one year:

The Contractor agrees to comply with the requirements of Office of Management and Budget (OMB) Circular A-133 or A-128 as appropriate. Contractor further agrees to provide the State Library with copies of all independent auditors' reports which cover the period of performance of this Agreement. Contractor will provide a copy of its response to auditors' reports and, in instances of non-compliance, a plan for corrective action. All records and reports prepared in accordance with the requirements of OMB Circular A-133 or Circular A-128 as appropriate shall be made available for review or audit by appropriate officials of the Federal agency, University, or the General Accounting Office (GAO) during normal business hours.

B. For U.S. based, non-profit Contractors expending less than \$500,000 of Federal awards in one year:

Contractor agrees that all records pertaining to this agreement will be made available for review or audit by appropriate officials of the Federal agency, State Library, or the GAO during normal business hours.

14. Federal Funds.

(a) The Contractor shall comply with requirements relating to the receipt or use of federal funds. The State Library shall specify all such requirements in Part I of this Contract.

(b) The Contractor acknowledges that the State Library has established a policy, as mandated by Section 6032 of the Deficit Reduction Act (DRA) of 2005, P.L. 109-171, that provides detailed information about the Federal False Claims Act, 31 U.S.C. §§ 3729-3733, and other laws supporting the detection and prevention of fraud and abuse.

(1) Contractor acknowledges that is has received a copy of said policy and agrees to comply with its terms, as amended, and with all applicable state and federal laws, regulations and rules. Contractor agrees to provide said policy to subcontractors and shall require compliance with the terms of the policy. Failure to abide by the terms of the policy, as determined by the State Library, shall constitute a breach of this contract and may result in termination of this contract.

(2) This section applies to you if you are a contractor, subcontractor, agent, or other person, who on behalf of the State Library, or on behalf of a contractor, subcontractor or agent of the State Library, furnishes, or otherwise authorizes the furnishing of health care items or services, performs billing or coding functions, or is involved in monitoring of health care provided by the State Library.

(3) Contractor represents that it is not excluded, debarred, suspended or otherwise ineligible to participate in federal health care programs.

(4) Contractor agrees that, for purposes of performing the Agreement with the State Library, it will not knowingly employ or contract with, with or without compensation:

(A) any individual or entity listed by a federal agency as excluded, debarred, suspended or otherwise ineligible to participate in federal health care programs; or

(B) any person or entity who is excluded from contracting with the State of Connecticut or the federal government (as reflected in the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, Department of Health and Human Services, Office of Inspector General (HHS/OIG) Excluded Parties list and the Office of Foreign Assets Control (OFAC) list of Specially Designated Nationals and Blocked Persons List).

Contractor agrees to immediately notify the State Library should it become subject to an investigation or inquiry involving items or services reimbursable under a federal

health care program or be listed as ineligible for participation in or to perform services in connection with such program. The State Library may terminate this Agreement immediately if at any point the Contractor, subcontractor or employee thereof is sanctioned, suspended, excluded from or otherwise becomes ineligible to participate in federal health care programs.

15. Failure to supply any of the required documentation shall exclude the Contractor from receiving any further grant monies until the State Library receives all required documentation. All records pertaining to the project shall be retained by the grantee for a period of six years after submission of the Final Evaluation to the State Library.
16. The Contractor shall refund any amounts found to be owing to the State as a result of an error or the discovery of any fraud, collusion, or illegal actions. Such refunds shall be made within 30 days from notice in writing by the State. In the case of any failure to make such refunds, the Contractor agrees that the State may deduct such amount from any current or future sums owing to said Contractor on the part of the State from any source or for any purpose whatsoever.
17. The Contractor owns all equipment and materials that are purchased with these Grant Funds. If the Contractor is purchasing equipment for other libraries, the other libraries own the equipment. All equipment purchased must be identified on inventory as purchased with the Library Services and Technology Act funds and must be marked "Purchased with LSTA funds" in a visible location.
18. EXECUTIVE ORDERS
This Contract is subject to the provisions of Executive Order No. 3 of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices; Executive Order No. 17 of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings; Executive Order No. 16 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 fully set forth in it. 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. At the Contractor's request, the Department shall provide a copy of these Orders to the Contractor.

19. NON-DISCRIMINATION

References in this section to "Contract" shall mean this 028P-ECRR-13 and references to "Contractor" shall mean the Cragin Memorial Library.

(a) For purposes of this Section, the following terms are defined as follows:

- i. "Commission" means the Commission on Human Rights and Opportunities;
- ii. "Contract" and "contract" include any extension or modification of the Contract or contract;
- iii. "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
- iv. "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose.
- v. "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- vi. "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;
- vii. "marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced;
- viii. "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;
- ix. "minority business enterprise" means any small contractor or supplier of materials fifty-one percent 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 Connecticut General Statutes § 32-9n; and
- x. "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do 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).

(b) (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, gender identity or expression, 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; and 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, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the 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 the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the 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 Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (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 Connecticut General Statutes § 46a-56. 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 projects.

(c) 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.

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

(e) The Contractor shall include the provisions of subsection (b) of this Section 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 Connecticut General Statutes §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.

(f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.

(g) (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 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 Connecticut General

Statutes § 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 Connecticut General Statutes § 46a-56.

(h) The Contractor shall include the provisions of the foregoing paragraph 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 Connecticut General Statutes § 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.

20. While performing services specified in this Agreement the Contractor shall carry sufficient insurance (liability and/or other) as applicable according to the nature of the service to be performed so as to "save harmless" the State of Connecticut from any insurable cause whatsoever. If requested, certificates of such insurance shall be filed with the contracting State agency prior to the performance of services.
21. Contractor hereby agrees to indemnify, defend and hold harmless the State, its agencies, its officers, and its employees from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, monetary loss, interest, attorney's fees, costs and expenses of whatsoever kind or nature arising out of the performance of this contract, in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, by reason of any act, omission, fault, willful misconduct or negligence of Contractor or its employees, agents or subcontractors.
22. The State of Connecticut shall assume no liability for payment for services under the terms of this Agreement until the Contractor is notified that this Agreement has been accepted by the contracting agency and by the Attorney General of the State of Connecticut.
23. The Contractor shall not discriminate on the basis of race, religion, age, gender, national origin, or handicapping condition in providing space for public meetings.

24. Performance of the provisions of this Agreement is subject to the conditions and availability of funds under the LSTA. Sub-grantees must abide by the provisions of the Act and such instructions as the Institute of Museum and Library Services (“IMLS”) may issue. Grantees shall also comply with federal cash management requirements, including expending Grant Funds on the Grant Project within three days of actual receipt of Grant Funds.
25. The Contractor shall comply with the Children’s Internet Protection Act (CIPA) [Public Law 106-554, TITLE XVII--CHILDREN'S INTERNET PROTECTION.] if any LSTA funds are used to purchase computers used to access the Internet or to pay for direct costs associated with accessing the Internet.
26. The State may terminate this Agreement upon 30 days notice in writing to the Contractor if the Contractor fails to comply with this Agreement or time schedules to the satisfaction of the State. In the case of any such termination, the State shall not be responsible for further payments to the Contractor and may proceed to recover any payments already made by any available means whatsoever, including the withholding of grants or funds otherwise due to the Contractor from the State.
27. This Agreement and the rights and obligations of the parties hereunder shall be governed by, and construed in accordance with, the laws of the State of Connecticut.
28. This Agreement shall be binding upon and shall inure to the benefit of the Contractor and its successor.
29. The sole and exclusive means for the presentation of any claim against the State arising from this Agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Contractor shall not initiate legal proceedings in any State or Federal Court in addition to or in lieu of said Chapter 53 proceedings.
30. The Contractor shall acknowledge the Institute of Museum and Library Services (IMLS) when issuing statements, press releases, requests for proposals, bid solicitations, contract awards under the grant, and other documents or announcements describing this project. The Contractor shall state clearly the dollar amount of LSTA funds received from the State Library for the project.

31. The Contractor shall provide free of charge to all persons any and all library services directly supported, in whole or in part, by funds awarded under this Agreement.
32. The Contractor shall comply with IMLS requirements concerning copyright issues and creative commons.

\$3,000
Grant Amount

4/1/2012 to 6/30/2013
Contract Period

028P-ECRR-11
Grant Number

Cragin Memorial Library
Grantee Organization

Every Child Ready to Read
Funding Category

Signature of Authorized Official

Date

Name (to be typed)

Title

Connecticut State Library Board

Kendall F. Wiggin, State Librarian

Date

* This contract template, having been reviewed and approved by the Office of the Attorney General (OAG), it is exempt from review pursuant to a Memorandum of Agreement between the State Library and the OAG dated Thursday, June 10, 2010.



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

Date: May 24, 2012

To: Board of Selectmen

From: N. Maggie Cosgrove, CFO

**Subject: McGladrey & Pullen, LLP - Business Associate Agreement –
Protected Health Information**

Background

McGladrey & Pullen, LLP is the independent auditing firm for the Town of Colchester for the fiscal year ended June 30, 2012. The audit services to be provided involve the use or disclosure of information which meets the statutory definition of Protected Health Information. Under the Standards for Privacy of Individually Identifiable Health Information, as amended by Subtitle D of the Health Information Technology for Economic and Clinical Health Act, the Town and the auditing firm must enter into a written business associate agreement with respect to the use and disclosure of Protected Health Information.

Recommendation

Authorize First Selectman to sign the Business Associate Agreement with McGladrey & Pullen, LLP related to auditing services provided for the fiscal year ended June 30, 2012.

May 11, 2012

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

This Agreement (the "Business Associate Agreement") is made and effective as of May 11, 2012 (the "Effective Date"), by and between McGladrey & Pullen, LLP ("Business Associate"), and the Town of Colchester, Connecticut ("Covered Entity").

WHEREAS, Business Associate provides certain services to or for Covered Entity pursuant to our understanding of the arrangements for services we are to perform for the Town of Colchester for the year ending June 30, 2012, between Business Associate and Covered Entity (the "Services Agreement") which involves the use or disclosure of information which meets the statutory definition of Protected Health Information (defined below) under the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts C ("Security Rule") and E (the "Privacy Rule"), as amended by Subtitle D of the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), as Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (Pub.L. 111-5).

WHEREAS, under the Privacy Rule, Covered Entity and Business Associate must enter into a written business associate agreement with respect to the use and disclosure of Protected Health Information.

NOW THEREFORE, in consideration of the mutual provisions contained herein, it is agreed as follows:

1. **Definitions.** Terms used, but not otherwise defined, in this Business Associate Agreement shall have the same meaning as those terms in the Privacy Rule.
 - 1.1 **Breach.** "Breach" shall have the same meaning as the term "breach" in § 13400 of the HITECH Act and shall include the unauthorized acquisition, access, use, or disclosure of PHI that compromises the security or privacy of such information.
 - 1.2 **Designated Record Set.** "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR § 164.501.
 - 1.3 **Individual.** "Individual" shall have the same meaning as the term "individual" in 45 CFR § 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).
 - 1.4 **Protected Health Information.** "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR § 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
 - 1.5 **Required By Law.** "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR § 164.501.

- 1.6 **Secretary.** "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.
- 1.7 **Unsecured Protected Health Information.** "Unsecured Protected Health Information" or "Unsecured PHI" shall mean Protected Health Information that is not secured through the use of a technology or methodology specified by the Secretary in guidance or as otherwise defined in § 13402(h) of the HITECH Act.
2. **Permitted Uses and Disclosures by Business Associate.** Except as otherwise limited in this Business Associate Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Services Agreement, 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.
3. **Obligations and Activities of Business Associate.**
 - 3.1 **Use and Disclosure of Protected Health Information.** Business Associate agrees not to use or disclose Protected Health Information other than as permitted or required by this Business Associate Agreement or as Required by Law.
 - 3.2 **Safeguards against Misuse of Protected Health Information.** Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Business Associate Agreement.
 - 3.3 **Reporting of Disclosures of Protected Health Information.** Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Business Associate Agreement of which it becomes aware.
 - 3.4. **Mitigation Procedures.** Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a misuse or unauthorized disclosure of PHI by Business Associate in violation of the requirements of this Agreement.
 - 3.5 **Breach Notification.** If a breach of unsecured PHI occurs at or by Business Associate, Business Associate must notify the Covered Entity following the discovery of the breach, without unreasonable delay and in all cases no later than thirty (30) calendar days from the discovery of the breach. Business Associate's notification to Covered Entity shall:
 - (a) Include the individuals whose Unsecured PHI has been, or is reasonably believed to have been, the subject of a Breach; and
 - (b) Be in substantially the same form as Exhibit A hereto.
 - 3.6 **Agreements with Third Parties.** Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity, agrees to the same restrictions and conditions that apply through this Business Associate Agreement to Business Associate with respect to such information.
 - 3.7 **Access to Protected Health Information.** Within thirty (30) days after receipt of a written request from Covered Entity, Business Associate agrees to provide access (i) to Protected Health Information 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 CFR § 164.524 (this provision will not apply to Business Associate if Business Associate does not have Protected Health Information in a Designated Record Set); and (ii) to its premises for a review and demonstration of its internal practices and procedures for safeguarding Protected Health Information.
 - 3.8 **Amendments to Protected Health Information.** Within thirty (30) days after receipt of a written request from Covered Entity, Business Associate agrees to make any

amendment(s) to Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity, contained in a Designated Record Set that the Covered Entity directs about an Individual. This provision will not apply to Business Associate if Business Associate does not have Protected Health Information in a Designated Record Set.

- 3.9 Availability of Books and Records.** Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity, available to the Secretary for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
- 3.10 Accounting of Disclosures.** Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528. Within thirty (30) days after receipt of a written request from Covered Entity, Business Associate agrees to make such documentation available to Covered Entity.
- 3.11 Use of Protected Health Information for Proper Management.** Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out its legal responsibilities.
- 3.12 Disclosure of Protected Health Information for Proper Management.** Except as otherwise limited in this Business Associate Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the 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 will be used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- 3.13 Data Aggregation Services.** Except as otherwise limited in this Business Associate Agreement, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 45 CFR § 164.504(e)(2)(i)(B).
- 3.14 Reporting Violations of Law.** Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with § 164.502(j)(1).
- 4. Obligations of Covered Entity.**

 - 4.1 Limitations in Notice of Privacy Practices.** Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices to an Individual pursuant to the Privacy Rule, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.
 - 4.2 Revocation of Permission.** Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.
 - 4.3 Agreed Upon Restrictions.** Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.
 - 4.4 Minimal Disclosure.** Covered Entity shall disclose to Business Associate only the minimum amount of Protected Health Information necessary to allow Business Associate

to fulfill its obligations to Covered Entity under the Services Agreement. Wherever practicable, Covered Entity will redact personal identifiers from Protected Health Information disclosed to Business Associate.

5. Term and Termination of Business Associate Agreement.

5.1 Term. The Term of this Business Associate Agreement shall be effective as of the Effective Date and shall terminate when all of the Protected Health Information 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 Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.

5.2 Termination for Cause. Upon Covered Entity's knowledge of a material breach of this Business Associate Agreement by Business Associate, Covered Entity shall either:

- (a) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Business Associate Agreement if Business Associate does not cure the breach or end the violation within thirty (30) days after receipt of written notice from Covered Entity;
- (b) Immediately terminate this Business Associate Agreement if Business Associate has breached a material term of this Business Associate Agreement and cure is not possible; or
- (c) If neither termination nor cure is feasible, Covered Entity may report the violation to the Secretary.

5.3 Effect of Termination.

- (a) Except as provided in Section 5.3(b) below, upon termination of this Business Associate Agreement for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
- (b) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

6. Indemnification. Each party (the "Indemnifying Party") will indemnify and hold harmless the other party and its partners, directors, officers, employees, agents, and subcontractors (each an "Indemnified Party") from and against all actions, liabilities, damages, penalties, losses, awards, judgments, settlements consented to by the Indemnifying Party, proceedings and demands related to, arising out of or in any way connected with any third party claim resulting from the breach of this Business Associate Agreement by the Indemnifying Party, the negligent acts or omissions or willful misconduct of the Indemnifying Party, or any violation of applicable law by the Indemnifying Party.

7. Limitation of Liability. Business Associate's total liability relating to this Business Associate Agreement and the Services Agreement shall be limited as set forth in the Services Agreement.

8. **Governing Law.** This Business Associate Agreement shall be interpreted, construed, and enforced in accordance with the substantive law of the State of Connecticut, without giving effect to the conflict of laws principles thereof. Venue for any dispute involving the interpretation or enforcement of this Business Associate Agreement shall be in either the courts of the State of Connecticut or in federal courts located within the State of Connecticut as appropriate.
9. **Notice.** All notices and other communications permitted or required to be given hereunder shall be in writing and either: (i) delivered in person; (ii) sent by express mail or other overnight delivery service providing receipt of delivery; (iii) mailed by certified or registered mail, postage prepaid, return receipt requested; or (iv) sent by facsimile transmission (with confirmation of receipt) as follows:

If to Business Associate: McGladrey & Pullen, LLP
One Church Street
New Haven, CT 06510
Attn: Scott A. Bassett
Fax: 203-773-0591

If to Covered Entity: Town of Colchester
127 Norwich Avenue, Suite 203
Colchester, CT 06415
Attn: Ms. N. Maggie Cosgrove
Chief Financial Officer
Fax: 860-537-7231

10. **Miscellaneous.**

- 10.1 **Regulatory References.** A reference in this Business Associate Agreement to a section in the Privacy Rule means the section as in effect or as amended.
- 10.2 **Survival.** The respective rights and obligations of Business Associate under Section 5.3 (Effect of Termination) of this Business Associate Agreement shall survive the termination of this Business Associate Agreement.
- 10.3 **Interpretation.** Any ambiguity in this Business Associate Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule.
- 10.4 **Inconsistent Terms.** The terms and conditions of this Business Associate Agreement control over and supersede any inconsistent terms in the Services Agreement.
- 10.5 **Amendment and Modification.** This Business Associate Agreement may only be amended or modified by an instrument in writing signed by duly authorized representatives of the parties. The Parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.
- 10.6 **Headings.** The headings contained in this Business Associate Agreement are for convenience of reference only and do not define or limit the provisions hereof.
- 10.7 **Counterparts and Facsimile Signature.** This Business Associate Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. A facsimile copy of this Business Associate Agreement will be treated as an original and will be admissible as evidence of this Business Associate Agreement.

[Signature page to follow.]

IN WITNESS WHEREOF, the parties have executed this Business Associate Agreement as of the date first written above.

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

McGladrey & Pullen, LLP
One Church Street, 8th Floor
New Haven, CT 06510-3332

McGladrey & Pullen, LLP

Town of Colchester

By: Scott A. Bassett
Name: Scott A. Bassett
Title: Partner

By: _____
Name: _____
Title: _____

Exhibit A

This notification is made pursuant to Section 3.4 of the Business Associate Agreement between McGladrey & Pullen, LLP ("Business Associate"), and the Town of Colchester ("Covered Entity").

Business Associate hereby notifies Covered Entity that there has been a breach of unsecured (unencrypted) protected health information (PHI) that Business Associate has used or has had access to under the terms of the Business Associate Agreement.

Description of the breach: **[Insert]**

Date of the breach: **[Insert]**

Date of the discovery of the breach: **[Insert]**

Number of individuals affected by the breach: **[Insert]**

The types of unsecured PHI that were involved in the breach (such as full name, Social Security number, date of birth, home address, account number, or disability code): **[Insert]**

Any steps individuals should take to protect themselves from harm resulting from the breach: **[Insert]**

Description of what Business Associate is doing to investigate the breach, to mitigate losses, and to protect against any further breaches: **[Insert]**

Contact information to ask questions or learn additional information:

Name:

Title:

Address:

Email Address:

Toll-free Phone Number:

Website:

**COOPERATIVE LETTER OF AGREEMENT FOR THE JOINT PARTNERSHIP OF
THE FARMLAND PRESERVATION PROGRAM
AND
THE COMMUNITY FARMS PRESERVATION PROGRAM
BETWEEN THE STATE OF CONNECTICUT, DEPARTMENT OF AGRICULTURE
AND THE
TOWN OF COLCHESTER.**

This Cooperative Agreement, is entered into by and between the State of Connecticut, Department of Agriculture, acting by and through Steven K. Reviczky, its Commissioner of Agriculture pursuant to Connecticut General Statutes (CGS) Section 4-8, and the Town of Colchester, also referred to herein as the 'municipality', for the joint partnership of the Community Farms Preservation Program and acquisition and ownership of development rights to agricultural land, pursuant to Connecticut General Statutes Chapter 422a Agricultural Lands. For purposes of this Cooperative Agreement, the term 'Parties' refers collectively to the State of Connecticut, Department of Agriculture and the Town of Colchester.

I. AUTHORITY.

This Cooperative Agreement is entered into by the State of Connecticut, Department of Agriculture under the authority of the Connecticut General Statutes, Chapter 422a, AGRICULTURAL LANDS, Section 22-26cc(e) and Section 22-26nn.

II. BACKGROUND AND PURPOSE.

Conn. Gen. Stat. section 22-26cc and section 22-26nn authorize the Commissioner of Agriculture to purchase development rights easements in agricultural lands to maintain and preserve agricultural land for farming and food production purposes.

WHEREAS, the State of Connecticut, Department of Agriculture and the Town of Colchester have mutual interests in preventing the conversion of agricultural lands to non-agricultural uses, and

WHEREAS, the Town of Colchester has a policy in support of farmland preservation in a form either as:

1. A policy statement in the plan of development which supports farming or farmland preservation, or
2. An open space plan which designates farmland for preservation purposes, or
3. A municipal farmland preservation plan, and

WHEREAS, the Town of Colchester has established by vote the "Agriculture Commission" to:

1. Serve as a conduit of agricultural information for local farmers, other Town boards, commissions and officials, non-profit agencies, civic organizations and other governmental agencies and officials,
2. Serve as a source of information for the public about local agricultural enterprises,
3. Provide information to Town agencies and officials about agricultural laws and legal issues regarding farm machinery, buildings and operations,
4. Provide information and guidance to Town agencies and officials on agriculture-related issues including, but not limited to, zoning, inland wetlands and public works matters,
5. Offer support to new farms and new farmers,
6. Offer support to local, regional and state vocational agriculture education programs,

7. Review state and federal regulations and to recommend, at its discretion, policy changes to Town agencies and officials to help ensure a consistent definition and treatment of agriculture, farming and farms,
8. Meet with and advise Town agencies and officials, at its discretion, concerning the impact of proposed Town ordinances, regulations and policies on farms and agriculture within the Town,
9. Serve as a resource of information and provide advice for Town agencies, officials, residents and taxpayers concerning the resolution of agriculture-related conflicts,
10. Identify innovative opportunities for farming additional lands within the Town of Colchester,
11. Promote opportunities for residents and local businesses to support farming,
12. Serve as a conduit between non-profit agencies, funders and local farmers,
13. Work to create a climate that supports the economic viability of farming as a career within the Town of Colchester,
14. Work to create a sustainable agriculture community within the Town of Colchester, and

WHEREAS, the municipality has an agricultural preservation fund or demonstrated mechanism for approving funds for agricultural preservation, and

WHEREAS, the State of Connecticut, Department of Agriculture, pursuant to Connecticut General Statutes Section 22-26cc et seq., administers a farmland preservation program, and has established regulations pursuant to Conn. Gen. Stat. Sect. 22-26gg for Agricultural Lands Preservation deemed necessary to carry out the purposes of CGS Chapter 422a, therefore the State of Connecticut, Department of Agriculture and the Town of Colchester, which municipality has an Agricultural Land Preservation Fund established pursuant to CGS Section 7-131q, have agreed to combine their resources to assure that such areas are protected from conversion to non-agricultural uses.

WHEREAS, the State of Connecticut, Department of Agriculture, pursuant to Connecticut General Statutes Section 22-26nn, administers a community farms program deemed necessary to carry out the purposes of CGS Chapter 422a, therefore the State of Connecticut, Department of Agriculture and the Town of Colchester, which municipality has an Agricultural Land Preservation Fund established pursuant to CGS Section 7-131q, have agreed to combine their resources to assure that such areas are protected from conversion to non-agricultural uses.

THEREFORE, the parties agree to enter into this COOPERATIVE LETTER OF AGREEMENT FOR THE JOINT PURCHASE OF DEVELOPMENT RIGHTS.

III. TOWN APPLICATION REQUIREMENT.

The Town of Colchester, will provide to the Commissioner of Agriculture the following:

1. An applicant who has voluntarily offered the sale of development rights which original application to sell development rights is signed and dated by the owner(s).
2. Copies of local assessor map of the property offered and local land record deed references, a survey of the property if available, soils maps of the property, a soil conservation plan prepared by the USDA, Natural Resources Conservation Service, and a description of agricultural operation including commodities produced and acreages planted.
3. A document identifying and recommending for preservation the applicant's agricultural lands in the municipal farmland preservation plan, or municipal plan of development or open space plan, copies of which shall also be presented by the municipality to the Commissioner of Agriculture.
4. The identity of the committee or agent designated by the municipality with the authority to

negotiate for the purchase of development rights.

IV. STATE EVALUATION OF THE APPLICATION.

- A. The Commissioner of Agriculture shall evaluate projects pursuant to the state purchase of development rights program as set forth in CGS Section 22-26cc and/or pursuant to the state community farms program as set forth in CGS Section 22-26nn, and regulations set forth in Regulations of Connecticut State Agencies Section 22-26gg-1a, et seq.
- B. Projects approved for acquisition by the Commissioner shall be appraised to determine development rights values.
- C. Projects rejected shall be ineligible for joint development rights purchase. The Commissioner shall notify the municipality of projects that have been rejected. Such notification shall include the reasons for rejection.

V. AGREEMENT FOR JOINT PURCHASE.

- A. The Commissioner and the municipality shall enter into an agreement with each other prior to the joint purchase of development rights for a specific parcel of property, once the value of the development rights has been determined. Such agreements shall specify the following:
 - 1. Maximum contribution for joint purchase of development rights to be made by the state;
 - 2. Maximum contribution for joint purchase of development rights to be made by the municipality;
 - 3. The commitment of the municipality to place its contribution to the joint purchase of development rights in an escrow account until such time as the development rights are conveyed to the state and municipality, or until such time it is determined that development rights cannot be conveyed from the applicant;
 - 4. The contribution from the state is dependent upon approval of the State Properties Review Board and of the State Bond Commission;
 - 5. The state may pay the reasonable closing and survey costs involved with the conveyance of development rights;
 - 6. The representative of the municipality authorized to negotiate with the project applicant for the purchase of development rights;
 - 7. The owner of the subject property and closing date and acquisition price;
 - 8. A procedure for the adjustment of price based on A-2 survey acreage adjustment; and,
 - 9. The agreement and all transactional documents shall be subject to the approval of the Attorney General.
- B. Agreements are to be signed by the Commissioner and the municipality's chief elected officer, treasurer, and chairman of the municipal body or commission, if any, responsible for farmland preservation planning.
- C. Said Agreement may be used as the contract for the applicant referenced in VI(C) below, and may be modified as needed at the Commissioner of Agriculture's discretion.

VI. NEGOTIATIONS WITH THE APPLICANT.

- A. The Commissioner, or his designee, shall be the chief negotiator for the purchase of development rights for the project.
- B. Only the municipality's designated negotiator shall be involved in negotiations with the seller in addition to the Commissioner, or his designee. Appraisals and negotiations shall be kept confidential

and discussed only with signatories to the Agreement, and/or where applicable, only in executive session of the municipal body or commission. Discussions with outside third-party funders are allowed with prior permission of the Commissioner of Agriculture, or his designee.

- C. Contracts for purchase of development rights shall be on a form provided by the Commissioner. Such contracts shall include:
 - 1. The State's contribution;
 - 2. The municipality's contribution;
 - 3. Any requirements that must be met before conveyance of development rights may take place;
 - 4. Commissioner's signature;
 - 5. Municipality's negotiator's signature;
 - 6. Closing date, identification of parties and acquisition price;
 - 7. A provision that the contract is subject, and all transactional documents may be subject, to the approval by the Office of Policy and Management and the Attorney General; and
 - 8. Purchase agreements may be revised and resubmitted if both the Commissioner and the town's negotiator agree.

VII. CONVEYANCE OF DEVELOPMENT RIGHTS.

- A. At time of purchase, the applicant shall give, on a form provided by the State, a warranty deed conveying marketable title in and to the development rights of the property, naming the state and the municipality jointly as grantees. Obtaining necessary land surveys, title certificate, and any title insurance shall be the responsibility of the Commissioner and the Town.
- B. Deeds shall be recorded in the land records of the municipality. Surveys shall be placed on file in said municipality's land records office.

VIII. ENFORCEMENT OF RESTRICTION.

- A. The Commissioner and the municipality shall cooperate in the monitoring of the development rights restrictions placed on a project. The restriction shall be enforceable solely by the Commissioner of Agriculture.
- B. On-site inspections of the project for compliance of restrictions shall be performed by the Commissioner or his agent(s). A designated agent of the municipality may accompany the Commissioner or his agent(s) during such inspection.

IX. DETERMINATION OF ACREAGE AMOUNTS OF ARABLE LAND.

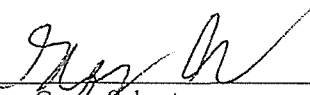
The Commissioner shall: (1) determine the acreage of arable lands and prime and important farmland soils present at the time of purchase of development rights by the State and the municipality; and (2) make necessary adjustments due to the construction, if permitted, of a residence and/or farm building(s) made after the sale of development rights to the State. Aerial photographs, property surveys, soil surveys, and on-site inspections may be used to determine acreage. The Commissioner shall notify the owner and the municipality of the acreage determination prior to purchase.

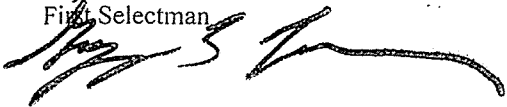
IT WITNESS WHEREOF, the following authorized representatives of the State of Connecticut, Department of Agriculture and the Town of Colchester have executed this Cooperative Agreement.

THE STATE OF CONNECTICUT, DEPARTMENT OF AGRICULTURE

By: Steven K. Reviczky, Commissioner Date _____
State of Connecticut, Department of Agriculture

THE TOWN OF COLCHESTER

By:  Date 5/31/12
Gregg Schuster
First Selectman

By:  Date 5/31/2012
Gregg LePage
Treasurer

By: Elizabeth J. Gilman Date MAY 31, 2012
Elizabeth Gilman
Chairman of Agriculture Commission

To: Board of Selectman

From: Adam Turner

Re: May 24, 2012

Re: Connecticut Neighborhood Assistance Act Tax Credit Program

MEMORANDUM

The Colchester Land Trust wishes to participate in the Connecticut Neighborhood Assistance Act Tax Credit Program.

The program provides a tax credit to businesses that make investments in qualifying community programs conducted by tax exempt or municipal agencies. The community program must be approved by the municipality and the State (Department of Revenue Services). Programs include for example:

- Job training
- Education
- Child care facilities
- Donation of money to an open space fund

The majority of the program application involves the composition and structure of the Colchester Land Trust and they have prepared most of the application. There is one section that must be approved by the Board of Selectman that certifies that the Trust does operate within the community and that this program is supported by the Board of Selectman.

Motion: Moved that the Board of Selectman certifies that the Colchester Land Trust operates and is beneficial to this community and that the Board of Selectman supports their application for inclusion in the Connecticut Neighborhood Assistance Act Tax Credit Program.



25 Sigourney Street Ste 2
Hartford CT 06106-5032

STATE OF CONNECTICUT
DEPARTMENT OF REVENUE SERVICES

IP 2010(22)

INFORMATIONAL PUBLICATION

The Connecticut Neighborhood Assistance Act Tax Credit Program

Purpose: This Informational Publication explains the Connecticut Neighborhood Assistance Act (NAA) Tax Credit Program.

Effective Date: Upon issuance.

Statutory Authority: Conn. Gen. Stat. §12-630aa et. seq., as amended by 2010 Conn. Pub. Acts 188, §§8 – 10.

Definitions: For purposes of the NAA tax credit program:

Business firm means any business entity authorized to do business in the state and subject to the tax due under the provisions of Chapter 207, 208, 209, 210, 211, or 212. This definition was amended by 2010 Conn. Pub. Acts 188, §88. As amended, the statute permits health care centers, satellite television companies, and certified competitive video service providers to claim the NAA tax credit. Prior to this amendment, these entities did not fall within the statutory definition of business firm.

Donation of money to an open space acquisition fund means money contributed to an open space acquisition fund of any political subdivision of the state or any nonprofit land conservation organization.

The money must be used for the purchase of land, interest in land, or permanent conservation restriction on land to be permanently preserved as protected open space.

Energy conservation projects means programs to promote energy conservation that are directed toward properties where at least 75% of occupants are at an income level not exceeding 150% of the poverty level for the year immediately preceding the year

during which the tax credit is to be granted or at properties owned or occupied by charitable corporations, foundations, trusts, or other entities. Such projects include, but are not limited to:

- Energy conserving modification or replacement of windows and doors;
- Caulking and weather-stripping;
- Insulation;
- Automatic energy control systems;
- Hot water systems;
- Equipment required to operate variable steam, hydraulic, and ventilating systems;
- Replacement of burners, furnaces, or boilers;
- Electrical or mechanical furnace ignition systems; or
- Replacement or modification of lighting fixtures.

The Connecticut Neighborhood Assistance Act Tax Credit Program: The NAA Tax Credit Program provides a tax credit to business firms that make cash investments in qualifying community programs conducted by tax exempt or municipal agencies. The community programs must be approved by both the municipality in which the programs are conducted and by the Department of Revenue Services (DRS).

Community Programs That Qualify for the NAA Tax Credit Program: Listed below are examples of the types of programs that qualify for the NAA tax credit and the amount of the available credit.

A tax credit equal to 100% of the cash invested is available to business firms that invest in energy conservation projects.

A tax credit equal to 60% of the cash invested is available to business firms that invest in programs that provide:

- Neighborhood assistance;
- Job training;
- Education;
- Community services;
- Crime prevention;
- Construction or rehabilitation of dwelling units for families of low and moderate income in the state;
- Donation of money to an open space acquisition fund;
- Child day care facilities;
- Child care services;
- Employment and training programs directed at handicapped persons;
- Employment and training programs for unemployed workers who are 50 years of age or older;
- Education and employment training programs for recipients in the temporary family assistance program;
- Community-based alcoholism prevention or treatment; **or**
- Any other program which serves a group of individuals where at least 75% of the individuals are at an income not exceeding 150% of the poverty level for the year immediately preceding the year during which the tax credit is to be granted.

The total charitable contributions of the contributing business firm must equal or exceed its prior year's charitable contributions in order to be eligible for the tax credit. This requirement does not apply if the contribution is to an approved open space acquisition fund.

Obtaining Approval for the NAA Tax Credit Program: Tax-exempt entities and municipal agencies desiring to obtain benefits under the NAA must complete **Form NAA-01, Connecticut Neighborhood Assistance Act Program Proposal**, Parts I, II, and III and submit the form to the

municipal agency overseeing the implementation of the proposal. The overseeing municipal agency then completes Part IV of Form NAA-01 and submits the form to DRS on or before July 1 of each year. Prior to submitting Form NAA-01 to DRS, each municipality must hold a public hearing on all program applications. The governing body of the municipality must vote to approve the programs.

Limits on the Amount of Contributions That May Be Made or on the Amount of Tax Credit Available: The NAA Tax Credit Program has several statutory limits which must be observed, including the following:

- A business firm is limited to receiving \$75,000 in tax credits annually; however, the amount of tax credit allowed any business firm for investments in child day care facilities for any income year may not exceed \$50,000.
- The minimum contribution on which a tax credit can be granted is \$250.
- The total charitable contributions of the business firm must equal or exceed its prior year's contributions unless the contribution is made to an approved open space acquisition fund.
- Any organization conducting a program or programs eligible for funding under the NAA is limited to receiving an aggregate of \$150,000 of funding for any program or programs for any fiscal year.
- The total amount of all tax credits allowed in any fiscal year is \$5 million, which, if exceeded, results in prorating the approved tax credits among the approved organizations.

Business Applications Deadlines: Each business firm requesting a tax credit under the NAA Tax Credit Program must complete a separate **Form NAA-02, Connecticut Neighborhood Assistance Act (NAA) Business Application**, for each program it wishes to sponsor. Form NAA-02 must have an original signature and be mailed or hand-delivered to DRS on or after September 15 but not later than October 1 of each year.

Claiming the Tax Credit: DRS issues an NAA program approval letter to business firms that make cash investments in qualified community programs. The letter indicates the tax credit amount that may be claimed on the applicable business tax return. The tax credit amount must also be entered on **Form CT-1120K, Business Tax Credit Summary.**

Carry Back Provisions: The amount of tax credit that is not taken on the tax return of a business firm for the income year beginning during the calendar year in which the program proposal was approved may be carried back to the two immediately preceding income years (beginning with the earlier of the years). No carry forward is allowed.

Obtaining Additional Information: Direct inquiries to:

Department of Revenue Services
State of Connecticut
Research Unit
25 Sigourney St Ste 2
Hartford CT 06106

Call: **860-297-5687**

Effect on Other Documents: Informational Publication 2008(12), *The Connecticut Neighborhood Assistance Act Tax Credit Program*, is superseded and may not be relied upon after the date of issuance of this Publication.

Effect of This Document: An Informational Publication issued by DRS addresses frequently asked questions about a current position, policy, or practice, usually in a less technical question and answer format.

Related Forms and Publications: Request the most recent edition of the following forms: **Form NAA-01, *Neighborhood Assistance Act Program Proposal***, and **Form NAA-02, *Neighborhood Assistance Act Business Application***.

For Further Information: Call DRS during business hours, Monday through Friday:

- **1-800-382-9463** (Connecticut calls outside the Greater Hartford calling area only); or
- **860-297-5962** (from anywhere).

TTY, TDD, and Text Telephone users only may transmit inquiries anytime by calling 860-297-4911.

Forms and Publications: Visit the DRS website at **www.ct.gov/DRS** to download and print Connecticut tax forms and publications.

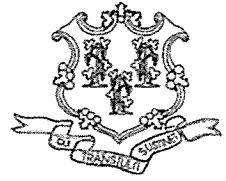
Paperless Filing/Payment Methods (fast, easy, free, and confidential):

Business and individual taxpayers can use the **Taxpayer Service Center (TSC)** at **www.ct.gov/TSC** to file a variety of tax returns, update account information, and make payments online.

File Electronically: You can choose first-time filer information and filing assistance or log directly into the **TSC** to file returns and pay taxes.

Pay Electronically: You can pay taxes for tax returns that cannot be filed through the **TSC**. Log in and select the **Make Payment Only** option. Designate a payment date up to the due date of the tax and mail a paper return to complete the filing process.

DRS E-Alerts Service: Get connected to the latest news from DRS. Receive notification by email of changes to legislation, policies, and procedures. **DRS E-Alerts** provide information for employer's withholding tax, News – Press Releases, and Top 100 Delinquency List. Visit the DRS website at **www.ct.gov/DRS** and select **e-alerts** from the left navigation bar.



Municipality: Town of Colchester

Form NAA-01
2012 Connecticut Neighborhood Assistance Act (NAA)
Program Proposal

Complete this form in blue or black ink only.

This form **must** be completed and submitted to your municipality for approval. All items **must** be completed with as much detail as possible. If additional space is needed, attach additional sheets. Please type or print clearly. See attached instructions before completing. **Do not submit this form directly to the Department of Revenue Services.**

Part I — General Information

Name of tax exempt organization/municipal agency: _____
Colchester Land Trust

Address: P.O.Box 93
Colchester, CT 06415

Federal Employer Identification Number: 81-0622538

Program title: Open Space Acquisition Fund

Name of contact person: Andy George, President

Telephone number: (860) 537-5596

Email address: aageorge27@sbcglobal.net

Total NAA funding requested (\$250 minimum, \$150,000 maximum): \$ 150,000.00

Credit percentage for which your organization is applying:

60% 100% (Energy conservation programs only)

Is your organization required to file federal Form 990 or 990EZ, Return of Organization Exempt from Income Tax?

Yes No

If **Yes**, attach a copy of the **first page** of your most recent return.

If **No**, attach a copy of your determination letter from the U.S. Treasury Department, Internal Revenue Service.

Please check the appropriate description of your program:

- Job training/education for unemployed persons aged 50 or over;
- Job training/education for disabled persons;
- Program serving low-income persons;
- Energy conservation;
- Child care services;
- Open space acquisition fund; or
- Other: Specify _____

Part II — Program Information

Description of program: _____

To preserve open space and farmland, protect critical natural and agricultural ecosystems, and provide for recreational and educational pursuits.

Need for program: _____

Town of Colchester needs to do everything possible to preserve the rural and agricultural character of the town.

Neighborhood area to be served: _____

Entire Town of Colchester.

Total number of recipients: _____

Administration of Program:

Identify every person or organization involved in the implementation and administration of the program. Use additional sheets if necessary.

1. Name: Colchester Land Trust

Address: P.O.Box 93
Colchester, CT 06415

Duties and responsibilities:

2. Name: Andy George

Address: 27 Heatherwood Drive, Colchester, CT 06415

Duties and responsibilities: President, Colchester Land Trust

Timetable:

Program start date: July 1, 2012

Program completion date: June 30, 2013

A certified post-project review is due to the municipality overseeing implementation no later than three months after program completion date for all projects receiving \$25,000 or more in NAA funding.

Month your annual accounting period ends: December

Method of accounting: Cash Accrual

Part III — Financial Information

Program Budget:

Complete in full. Expenditures must equal or exceed total funding.

Sources of Revenue:

NAA funds requested	\$150,000.00
Other funding sources - itemized sources:	
a) Special Events (Auction and Roadrace)	\$10,000.00
b) Donations/Dues	\$10,000.00
c) Grants (such as Bafflin Foundation)	\$20,000.00
d) Bank Interest	\$100.00
Total Funding:	\$190,000.00

Proposed Program Expenditures:

Direct operating expenses - itemized description:	
a) Land Acquisition	\$500,000.00
b) Stewardship/Defense Insurance	\$20,000.00
c) Laned Surveys	\$5,000.00
d)	
Administrative expenses:	
Professional fund-raising fees	\$0.00
Accounting/legal & other expenses - itemized:	
a) Audit	\$2,000.00
b) Legal Fees	\$5,000.00
c) Professional Development	\$2,500.00
d) Other (eg. Postage, Stationery, Printing)	\$7,500.00
Total Proposed Expenditures:	\$542,000.00

Part IV — Municipal Information

To be completed by the municipal agency overseeing implementation of the program

Name of municipal agency overseeing implementation of the program: _____ Town of Colchester _____
Mailing address: _____ 127 Norwich Avenue, Colchester, CT 06415 _____
Name of municipal liaison: Adam Turner, Town Planner _____
Telephone number: (860) 537-7280 _____
Fax number: (860) 537-0547 _____
Email address: planner@colchesterct.gov _____

<p>Post-Project Review</p> <p>Is a post-project review required for this proposal?</p> <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes, date post-project review due: August 1, 2013 _____ Date</p>
--

2012 Connecticut Neighborhood Assistance Act (NAA) Program Proposal Instructions

Complete all items on **Form NAA-01**, *2012 Connecticut Neighborhood Assistance Act (NAA) Program Proposal*. Incomplete applications will **not** be accepted. Direct inquiries to Department of Revenue Services (DRS), Neighborhood Assistance Act Program, Attn: Research Unit, 25 Sigourney St Ste 2, Hartford CT 06106, or call **860-297-5687**.

Part I General Information

Enter the name of the tax exempt organization or municipal agency, address, Federal Employer Identification Number, and email address.

Program Title: Assign a unique program title to each program for which your organization is making an application.

Federal Form 990: Attach a copy of the first page of your organization's most recent federal Form 990 or Form 990EZ. If your organization is not required to file either Form 990 or Form 990EZ, attach a copy of the determination letter from the Internal Revenue Service.

Part II Program Information

Description of Program: Describe the program, including information about how the program will operate, its benefit to the community, how recipients will be selected, and any measures used to determine the program's impact on the community.

Need for Program: Demonstrate a need for this program. For example, provide relevant statistics.

Neighborhood Area to Be Served: Describe the neighborhood or municipality this program will serve.

Total Number of Recipients: Provide an estimate of the number of recipients this program will serve.

Administration of Program: Identify the name and address of every person or organization involved in the implementation and administration of this program. Use additional sheets if necessary.

Timetable: Indicate the starting and ending dates of the program. Any program receiving \$25,000 or more in NAA funding is required to provide a post-project review to the municipality overseeing the program.

Part III Financial Information

Each program proposal must include a program budget that includes all sources of funding and all anticipated expenditures. The information provided in the budget may be used during a post-project audit.

Sources of Revenue: The budget must include the requested NAA funding and any other anticipated revenue sources.

NAA Funding Requested: Indicate the total amount your organization is requesting for its program. This amount may not exceed the total proposed expenditures. Please note that the minimum NAA funding is \$250, with a maximum funding of \$150,000 per organization or agency per year.

Other Funding Sources: Provide a detailed description(s) and the amount(s) of all funding sources.

Proposed Program Expenditures: The budget must include a detailed description and the amount of all direct operating and administrative expenditures. **Expenditures must equal or exceed total funding.**

Direct Operating Expenses: Expenses include materials, equipment, wages, salaries, tuition fees, sub-contracting services, and any other expenses needed to administer the program.

Part IV Municipal Information

This part is to be completed by the municipal agency overseeing implementation of the program.

Municipal Liaison: The municipality must designate an individual to serve as a liaison with DRS for all NAA matters.

Post-Project Review: Any program receiving \$25,000 or more in NAA funding is required to provide a post-project review to the municipality overseeing the program.

Return of Organization Exempt From Income Tax
Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except black lung
benefit trust or private foundation)
 The organization may have to use a copy of this return to satisfy state reporting requirements.

A For the 2010 calendar year, or tax year beginning _____, and ending _____

B Check if applicable:
 Address change
 Name change
 Initial return
 Terminated
 Amended return
 Application pending

C Name of organization **COLCHESTER LAND TRUST, INC.**
C/O ANDREW GEORGE
 Doing Business As _____
 Number and street (or P.O. box if mail is not delivered to street address) Room/suite
27 HEATHERWOOD DRIVE
 City or town, state or country, and ZIP + 4
COLCHESTER CT 06415

D Employer identification number
81-0622538

E Telephone number _____

F Name and address of principal officer:
ANDREW GEORGE
27 HEATHERWOOD DRIVE
COLCHESTER CT 06415

G Gross receipts \$ **51,534**

H(a) Is this a group return for affiliates? Yes No
H(b) Are all affiliates included? Yes No
 If "No," attach a list. (see instructions)

I Tax-exempt status: 501(c)(3) 501(c) () (insert no.) 4947(a)(1) or 527

J Website: **WWW.COLCHESTERLANDTRUST.ORG**

K Form of organization: Corporation Trust Association Other

L Year of formation: _____ **M** State of legal domicile: _____

Part I Summary

Activities & Governance	1 Briefly describe the organization's mission or most significant activities: THE PURPOSE OF THE COLCHESTER LAND TRUST IS TO PROTECT THE BEAUTY AND NATURAL DIVERSITY OF OUR AREA BY PRESERVING SIGNIFICANT LAND AND SCENIC AREAS FOR PRESENT AND FUTURE GENERATIONS.		
	2 Check this box <input type="checkbox"/> if the organization discontinued its operations or disposed of more than 25% of its net assets.		
	3 Number of voting members of the governing body (Part VI, line 1a)	3	11
	4 Number of independent voting members of the governing body (Part VI, line 1b)	4	11
	5 Total number of individuals employed in calendar year 2010 (Part V, line 2a)	5	0
	6 Total number of volunteers (estimate if necessary)	6	15
	7a Total unrelated business revenue from Part VIII, column (C), line 12	7a	16,475
b Net unrelated business taxable income from Form 990-T, line 34	7b	1,693	
Revenue	8 Contributions and grants (Part VIII, line 1h)	45,319	30,708
	9 Program service revenue (Part VIII, line 2g)	31,803	20,015
	10 Investment income (Part VIII, column (A), lines 3, 4, and 7d)	1,043	465
	11 Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	285	346
	12 Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12)	78,450	51,534
Expenses	13 Grants and similar amounts paid (Part IX, column (A), lines 1-3)		
	14 Benefits paid to or for members (Part IX, column (A), line 4)		
	15 Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10)		
	16a Professional fundraising fees (Part IX, column (A), line 11e)		
	b Total fundraising expenses (Part IX, column (D), line 25) <input type="checkbox"/>		
	17 Other expenses (Part IX, column (A), lines 11a-11d, 11f-24f)	73,122	27,640
18 Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25)	73,122	27,640	
19 Revenue less expenses. Subtract line 18 from line 12	5,328	23,894	
Net Assets or Fund Balances	20 Total assets (Part X, line 16)	343,597	329,991
	21 Total liabilities (Part X, line 26)	37,500	0
	22 Net assets or fund balances. Subtract line 21 from line 20	306,097	329,991

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here

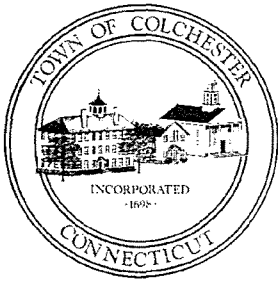
Signature of officer _____ Date _____
 Type or print name and title _____

Paid Preparer Use Only

Print/Type preparer's name _____ Preparer's signature _____ Date _____ Check if self-employed PTIN _____
 Firm's name } **THIS TAX RETURN** Firm's EIN } _____
 PREPARED BY A
 Firm's address } **NON-PAID PREPARER.** Phone no. _____

May the IRS discuss this return with the preparer shown above? (see instructions) Yes No

For Paperwork Reduction Act Notice, see the separate instructions. Form **990** (2010)
DAA



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: 6/4/12

Re: Sunday Alcohol Sales Ordinance

Recently, the General Assembly passed, and Gov. Malloy signed, an act permitting the sale of alcohol on Sundays from 10AM to 5PM. The law allows municipalities to be more restrictive if they so choose by reducing the number of hours or even prohibiting Sunday sales.

Colchester has an ordinance (7-1) that was adopted in 1982 which reads "The sale of alcoholic liquor shall be permitted in the Town of Colchester on Sundays from 12:00 noon until 9:00 p.m." This is in conflict with state law and means that businesses can only sell alcohol on Sundays from 12:00 noon to 5PM.

I would like the Board to discuss this conflict and decide if we should explore changing or eliminating this ordinance.



Youth & Social Services

Memo

To: Board of Selectman

From: Valerie Geato

Date: May 15, 2012

Re: Donation Policy

A donation policy has been developed to provide guidelines for the receipt, designation and approved use of funds donated to the Youth & Social Services Dept.

Recommended Motion

Approve the donation policy as recommended by the Youth & Social Services Director.

Town of Colchester Youth & Social Services DONATION POLICY

Colchester Youth & Social services welcomes gifts of money and goods to support our programs and services. These gifts help improve the lives of Colchester youth and families through our food bank, fuel bank, and our general donation funds. Donors are encouraged to make a donation to the general donations accounts. These unrestricted gifts will be used to meet our client's highest priority needs when they arise.

1.0 Donations

The Town of Colchester reserves the right to refuse the donation of any individual, association, organization, or corporation at its sole discretion.

2.0 Authorized Funds and Approved Uses of Donations

General Social Services Donations: Purchases of food and heating fuel can be made from this account as well as support for many other needs presented by clients. These needs could include: work uniform, winter coat, school supplies, prescription co-pays, holiday programs, electric bills, etc.

Food bank: Funds will be used to purchase food, household supplies (diapers, toilet paper, soap, etc), supplies needed for the operation of the food bank (shelving, carts, etc), annual membership to the state food bank, salaries and appliances.

Fuel bank: Funds will be used to provide assistance to clients who need home heating fuel, regardless of the heating mechanism.

Youth Services Donations: are used to provide program scholarships to income qualified families, purchase program supplies and support the Youth Leadership Award program.

3.0 Tax Receipt Criteria

- a. Qualified Donations include: donations of cash, gift certificates and other in-kind goods, given voluntarily and unconditionally, with no expectation of benefits in return.
- b. Official receipts for income tax purposes shall be authorized by the Town for eligible gifts and gifts-in-kind made to the Town if requested by the donor;
- c. Receipts shall be made in the name of the donor only;
- d. If requested by the donor, a receipt can be provided for in-kind donations. The receipt will provide a description of the donated item. The value of the in-kind donation will not be provided by the Town.

All records maintained by the ~~First Selectman~~ Human Resources Office are the property of the Town of Colchester and subject to the State's Record Retention Requirements, and the requirements of the Connecticut Freedom of Information Act. Employees may view their personnel files at mutually agreeable times. When reviewed, personnel files may not be taken from the Human Resources Office and must be reviewed with the supervision of an employee of the Human Resources Office.

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 by your supervisor. 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, with work hours specified in the relevant job description, 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 are 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 with ~~out~~ 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)
<u>0 – less than six months</u>	<u>0 days</u>
<u>6 mos – 1 yr</u>	<u>3 days</u>
<u>1 year</u>	<u>10 days</u>
<u>2 years</u>	<u>11 days</u>
<u>3 years</u>	<u>12 days</u>
<u>4 years</u>	<u>13 days</u>
<u>5 years</u>	<u>15 days</u>
<u>6 years</u>	<u>16 days</u>
<u>7 years</u>	<u>17 days</u>
<u>8 years</u>	<u>18 days</u>
<u>9 years</u>	<u>19 days</u>
<u>10 years</u>	<u>20 days</u>
<u>More than 10 years</u>	<u>20 days</u>

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

~~Each full-time employee may currently elect single, two-person or family coverage under one of the following medical plans:~~

- ~~1. Century Preferred Managed Care Plan~~
- ~~2. Blue Care Managed Care Plan~~

~~All references in this Policy to types of benefits are solely for the purposes of description and identification, and in all cases the terms and provisions of insurance policies themselves shall govern any claim. The Town currently provides a copy of the insurance plans to all employees covered by this Policy.~~

~~Employees shall be given the opportunity to change their election of a plan on an annual basis only.~~ **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.

The Town may change insurance carriers or modify the insurance policies described in this section at any 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.

~~Each eligible employee shall contribute, through weekly payroll deduction, seven and one-half percent (7.5%) of the monthly premium cost for individual, two-person or family medical benefit coverage for the Century Preferred Plan and seven and one-half percent (7.5%) for the monthly premium cost for individual, two-person or family medical benefit coverage for dental benefits. The Town contributes one hundred percent (100%) of the monthly premium cost for individual, two-person or family coverage for the Blue Care Managed Care Plan. The preceding contribution rates are subject to change without prior notice to employees. The Town will provide such notice of change as is practical at the time of the change.~~

The Town currently maintains a plan under Section 125 of the Internal Revenue Code for the purpose of permitting employees to make their premium contributions on a pre-tax basis, to the extent provided by law.

~~The Town, in its sole discretion, may elect to implement a program of cost containment procedures, including, but not limited to pre-admission review, admission planning services, admission and continued stay review, second surgical opinions and hospital bill audits. Prior to implementing any such program, the town will provide information sessions for employees. For non-Medicare eligible employees who have been~~

~~employed by the Town of Colchester for a minimum of 10 years, who retire on or after July 1, 2000, medical coverage for the most cost-effective plan offered to Town employees shall be provided for the retiree and the retiree's spouse at the group rate for such benefits for a period not to exceed five (5) years or upon the retiree's eligibility for Medicare with the cost of the monthly premium paid by the retiree. Once an employee opts out of such plan coverage, he or she will not be eligible for readmission.~~

~~At such time as a retiree who retires on or after July 1, 2000 becomes eligible for Medicare, the Town shall provide for Medicare risk plan coverage as an alternative to Medicare with the cost of the monthly premium paid by the retiree as long as such plans are available to the Town.~~

Long-Term Disability (LTD)

~~A **regular** employee who works a minimum of 30 hours per week who is disabled **for a period of 90 days** due to an accident or sickness that is not compensable under the Worker's Compensation Act and who has exhausted all of ~~his/her~~ **their** paid leave benefits shall be eligible for weekly accident/sickness disability insurance payments up to sixty percent (60%) of his/her base rate at the time of disability, to a maximum of two thousand dollars (\$2,000) per month **until age 65**. ~~These benefits will be offset by weekly worker's compensation benefits (not to include specific indemnity benefits covering specific loss or disfigurement), and other state or federally-mandated benefits the employee receives. In no instance shall such benefits being until after 90 days of disability.~~~~

Joint Town/Board of Education employees shall be eligible for weekly accident/sickness disability insurance payments up to sixty percent (60%) of his/her base rate at the time of disability, to a maximum of six thousand dollars (\$6,000) per month until age 65.

Individual Retirement Account 401(a) Plan

~~Full-time employees, are eligible to receive an I.R.A. plan contributed to, by the town, in an institution of the town's choice.~~

~~After one year of continuous employment, the town contributes into the I.A.A. plan for full time employees based on the base wages (excluding overtime, longevity and any other pay on top of base pay) is three percent (3%). This contribution percentage increases to four (4%) at the beginning of the fiscal year following completion of the first four continuous years of service by the employee. As of July 1, 2000 this contribution percentage increases to five (5%) at the beginning of the fiscal year following completion of the six continuous years of service by the employee.~~

~~It is the responsibility of the employee to abide by all I.R.S. guidelines concerning their I.A.A. Participation in this plan is subject to any and all requirements set forth in applicable laws, as the same may be amended from time to time.~~

~~As of July 1, 2000 part-time employees working at least thirty hours per week on a continuous basis are eligible to receive an I.A.A. plan, contributed to, by the town, in an institution of the town's choice.~~

~~After one year of continuous employment, the town contributes into the I.R.A. plan for thirty hour a week employees based on the base wages (excluding overtime, longevity and any other pay on top of base pay) is two percent (2%). This contribution percentage increases to three (3%) at the beginning of the fiscal year following completion of the first four continuous years of service by the employee. This contribution percentage increases to four (4%) at the beginning of the fiscal year following completion of the six continuous years of service by the employee.~~

~~It is the responsibility of the employee to abide by all I.R.S. guidelines concerning their I.R.A. Participation in this plan is subject to any and all requirements set forth in applicable laws, as, the same, may be amended from time to time.~~

~~An employee may, in writing, request, if they are eligible, to have the town's I.R.A. contribution put into their existing 457 Deferred Compensation Plan instead of the I.R.A.~~

~~The I.R.A. accounts cannot be closed by the employees without prior approval.~~

Employees who are regularly scheduled to work at least thirty-five (35) hours per week, have the option to participate in a Section 401(a) Plan after the end of his/her probationary period. For those who choose to participate, the Town and the employee will each contribute 6% of base pay (not including overtime, longevity, etc.) beginning on the employee's first day after the probationary period concludes. Employee contributions will be made on a pre-tax basis. The combined contribution by the Town and the Employee will not exceed the maximum allowed by law per year. Employees can voluntarily contribute more than the maximum percentages quoted above on an after tax-basis subject to annual limits allowed by law including pre-tax employer and employee contributions.

For those employees who chose not to participate in the Section 401(a) Plan, the employee will not receive any matching contribution from the Town.

Part-time employees who are regularly scheduled to work at least thirty (30) hours per week are eligible to participate in a Section 401(a) Plan after the end of his/her probationary period. The Town and the employee will each contribute 3% of base pay (not including overtime, longevity, etc.) beginning on the employee's first day after the probationary period concludes. Rules regulating full-time employees with regards to this plan shall govern part-time employees as well. Employees that are eligible to participate in the Town's 401(a) Plan are subject to a five (5)-year vesting period, whereby the employee attains twenty percent (20%)

rights to the Town's contributions each year to a total of one hundred percent (100%) at the completion of five (5) years of employment with the Town.

All employees hired prior to the adoption of this policy are considered 100% vested.

457 Deferred Compensation Plan

~~Each~~ **All full- and part-time employees has** have the option of ~~participating in contributing to~~ the Town's ~~Deferred Compensation Plan under~~ Section 457 **Plan** of the ~~Internal Revenue Code of 1986.~~ **after their probationary period concludes.** ~~The Town will not make matching contributions to the 457 Plan. An employee, who wishes to participate in this plan, will be given both company representative names to contact with their questions.~~

Life Insurance

All regular, full-time, non-exempt employees who work at least thirty-five (35) hours per week are provided group life insurance in the amount ~~ranging from \$20,000 to~~ of \$50,000, ~~as of July 1, 2000, depending on an employee's classification and bargaining unit status.~~

Full-time, exempt employees are provided group life insurance in the amount of \$60,000.

Part-time employees working at least thirty hours per week, ~~as of July 1, 2000,~~ are provided group life insurance in the amount of ten thousand dollars (\$10,000).

Joint Town/Board of Education employees are provided group life insurance in the amount of their annual base salary.

Longevity Bonus

Employees hired on the date of or after the adoption of this handbook and personnel policy manual are not eligible for longevity bonuses.

Full-time employees of the Town of Colchester, who have completed five (5) years of continuous, full-time employment with the Town, are eligible for the following yearly longevity bonus, determined by the employee's length of continuous full-time service with the Town as of July 1 of each year:

Years of Completed,