

Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

Gregg Schuster, First Selectman

Public Hearing
Thursday, June 21, 2012
Colchester Town Hall

HANCOY A. BRAY
TOWN CLERK

Hancoy A. Bray

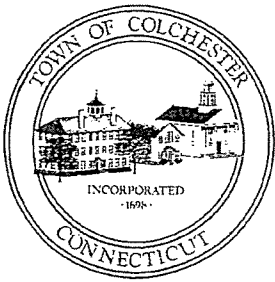
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COLCHESTER, CT

Meeting Room 1 – Immediately Following Town Meeting at 7:15pm

REVISED

1. Call to Order
2. Discussion on Connecticut Neighborhood Assistance Act Tax Credit Program
3. Adjourn



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

Gregg Schuster, First Selectman

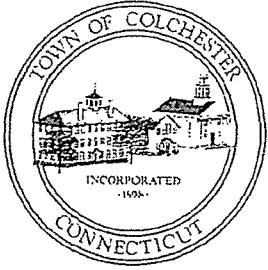
**Board of Selectmen Agenda
Regular Meeting
Thursday, June 21, 2012
Colchester Town Hall**

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2012 JUN 18 PM 4:34
Nancy A. Bray
NANCY A. BRAY
TOWN CLERK

**Meeting Room 1 – Immediately Following Public Hearing after Town
Meeting at 7:15PM**

1. Call to Order
2. Additions to the Agenda
3. Approve Minutes of the June 7, 2012 Regular Board of Selectmen Meeting
4. Approve Minutes of the June 14, 2012 Special Board of Selectmen Meeting
5. Citizen's Comments
6. Boards and Commissions – Interviews and/or Possible Appointments and Resignations
7. Budget Transfers
8. Tax Refunds & Rebates
9. Discussion and Possible Action on Business Associate Agreement with McGladrey & Pullen
10. Discussion and Possible Action on Connecticut Neighborhood Assistance Act Tax Credit Program
11. Discussion and Possible Action on FY 2013 STEAP Grant Application
12. Discussion and Possible Action on Open Space Purchase by Norwich Public Utilities
13. Discussion and Possible Action on Elevator Maintenance Contract
14. Discussion and Possible Action on Generator Service and Repair Contract
15. Discussion and Possible Action on Fire Alarm Service Contract
16. Discussion and Possible Action on Fire Extinguisher and Exhaust Hood Service Contract
17. Discussion and Possible Action on Heating/HVAC Service Contract
18. Discussion and Possible Action on Security System Monitoring and Service Contract
19. Discussion and Possible Action on Sprinkler System Service Contract
20. Citizen's Comments
21. First Selectman's Report

22. Liaison Report
23. Executive Session to Discuss Memorandum of Agreement with Local 1303-254 of Connecticut Council #4, AFSCME, AFL-CIO (Town Hall)
24. Discussion and Possible Action on Memorandum of Agreement with Local 1303-254 of Connecticut Council #4, AFSCME, AFL-CIO (Town Hall)
25. Executive Session to Discuss Negotiations with Colchester Police Local 2693T, AFSCME Council #15
26. Adjourn



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

Gregg Schuster, First Selectman

Board of Selectmen Minutes

Regular Meeting

Thursday, June 7, 2012

Colchester Town Hall

Meeting Room 1 – 7:00PM

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

MEMBERS ABSENT:

OTHERS PRESENT: Derrik Kennedy, Adam Turner, James Paggioli, Dot Mrowka, Ryan Blessing, and other citizens.

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2012 JUN 11 AM 10:24
NANCY A. BRAY
TOWN CLERK
Nancy A. Bray

1. **Call to Order**
First Selectman G. Schuster called the meeting to order at 7:00PM
2. **Additions to the Agenda**
None.
3. **Approve Minutes of the May 17, 2012 Regular Board of Selectmen Meeting**
G. Cordova moved to approve the minutes of the May 17, 2012 Regular Board of Selectmen meeting, seconded by S. Soby. R. Coyle abstained. All others approved. MOTION CARRIED.
4. **Approve Minutes of the May 23, 2012 Special Board of Selectmen Meeting**
R. Coyle moved to approve the minutes of the May 23, 2012 Special Board of Selectmen meeting, seconded by G. Cordova. J. Ford and G. Cordova abstained. All others approve. 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 was interviewed on 05/17/2012.**
S. Soby moved to appoint Erika Fuery as an alternate to the Conservation Commission for a three-year term to expire 10/01/2015, seconded by R. Coyle. Unanimously approved. MOTION CARRIED.
 - b. **Sewer and Water Commission. Member re-appointment for a three-year term to expire 06/01/2015. Robert Jones to be interviewed.**
Robert Jones was interviewed. R. Coyle moved to re-appoint Robert Jones as a member to the Sewer and Water Commission for a three-year term to expire 06/01/2015, seconded by S. Soby. Unanimously approved. MOTION CARRIED.

- c. **Sewer and Water Commission. Member re-appointment for a three-year term to expire 06/01/2014. R. Scott Boyden to be interviewed.**
R. Scott Boyden was absent.

7. Budget Transfers

None.

8. Tax Refunds & Rebates

S. Soby moved to approve the tax refunds of \$24.00 to John & Sharon Moroch, \$100.00 to Todd Vachon & Genea Bell, and \$116.45 to Leann Laspino; seconded by R. Coyle. Unanimously approved. MOTION CARRIED.

9. Discussion and Possible Action on Grant Contract with Connecticut State Library

R. Coyle moved to resolve, 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 LST A grant for the Every Child Ready to Read project; seconded by S. Soby. Unanimously approved. MOTION CARRIED.

10. Discussion and Possible Action on Business Associate Agreement with McGladrey & Pullen

R. Coyle moved to postpone action on the Business Associate Agreement with McGladrey & Pullen until the next Board of Selectmen meeting; seconded by J. Ford. Unanimously approved. MOTION CARRIED.

11. Discussion and Possible Action on Farmland Preservation Grant Agreement

J. Ford moved to approve the Farmland Preservation Grant Agreement and authorize the First Selectman to sign all necessary documents, seconded by S. Soby. Unanimously approved. MOTION CARRIED.

12. Discussion and Possible Action on Connecticut Neighborhood Assistance Act Tax Credit Program

No action taken.

13. Discussion and Possible Action on Sunday Alcohol Sales Ordinance

Discussion on hours of operation and possibly following State statute and repealing Town ordinance. No action taken.

14. Discussion and Possible Action on Donation Policy

R. Coyle commented on concern over use of donations towards administration. G. Schuster commented on generosity of Townspeople and status of Food Bank Fund. S. Soby commented on possible language to move excess donations to Fuel Bank. The Selectmen requested a Town survey be created for public feedback. No action taken.

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)**

Discussion and comments by selectmen on edits to the revised draft policy. No action taken.

16. Citizen's Comments

None.

17. First Selectman's Report

First Selectman G. Schuster commented on the General Assembly passing a bill to allow registrars of voters to consolidate polling places at their discretion, but the governor vetoed the bill. He further reported that Colchester has begun very high-level discussions with the towns of East Haddam, East Hampton, Hebron, and Marlborough to possibly regionalize animal control operations.

18. Liaison Report

S. Soby reported that the Agriculture Commission is ranking criteria and discussing the Town's ability to fund future preservation projects. He further reported that the Police Commission's equipment plan has been delayed but the department is regularly reviewing all equipment. He the reported that the Planning & Zoning Commission reviewed one application for a zone change, but it only affected one property and was denied. Staff has been working with the State to adjust the State Plan of Conservation and Development (POCD) as it is inconsistent with the Town's POCD.

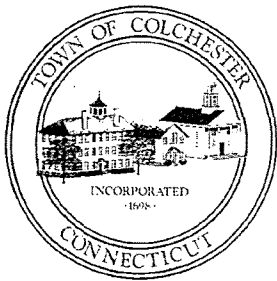
19. Adjourn

G. Cordova moved to adjourn at 7:50 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

Gregg Schuster, First Selectman

Board of Selectmen Minutes
Special Meeting
Thursday, June 14, 2012
Colchester Town Hall

Meeting Room 1 – Immediately following Board of Finance Meeting at 7:00 p.m.

MEMBERS PRESENT: First Selectman Gregg Schuster; Selectman James Ford, Selectman Stan Soby, Selectman Greg Cordova and Selectman Rosemary Coyle (via telephone)

1. **Call to Order**

First Selectman Gregg Schuster called the meeting to order at 9:55 p.m.


2. **Discussion and Possible Action on FY 2012-2013 Budget**

Motion by S. Soby, seconded by G. Cordova to send the Town and Board of Education budgets, as proposed by the Board of Finance, to a Town Meeting scheduled for Thursday, June 21, 2012 at 7:15 p.m. at the Town Hall. **Motion carried unanimously.**

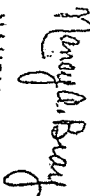
3. **Adjourn**

Motion by J. Ford, seconded by G. Cordova to adjourn the meeting at 9:57 p.m. **Motion carried unanimously.**

Respectfully submitted,


Gail N. Therian
Clerk

NANCY A. BRAY
TOWN CLERK



RECEIVED
COLCHESTER, CT
2012 JUN 18 AM 9:03



**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:

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.



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.

Mike Delleker

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: <u>Adam Turner, Town Planner</u> _____
Telephone number: <u>(860) 537-7280</u> _____
Fax number: <u>(860) 537-0547</u> _____
Email address: <u>planner@colchesterct.gov</u> _____

<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: <u>August 1, 2013</u> 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.**
 Doing Business As **C/O ANDREW GEORGE**

D Employer identification number **81-0622538**

Number and street (or P.O. box if mail is not delivered to street address) Room/suite **E** Telephone number
27 HEATHERWOOD DRIVE

City or town, state or country, and ZIP + 4 **G** Gross receipts **51,534**
COLCHESTER CT 06415

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

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** **H(c)** Group exemption number **NA**

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 PTIN self-employed

Firm's name } **THIS TAX RETURN** Firm's EIN } _____

PREPARED BY A _____

Firm's address } **NON-PAID PREPARER.** Phone no. _____

Town of Colchester Interoffice Memorandum

To: Gregg Schuster, First Selectman
From: James Paggioli, L.S., Director of Public Works
CC:
Date: 6/18/11
Re: FY 13 STEAP Grant Request – Joint Facilities Sludge Thickener

At the June 13, 2012 Colchester Sewer and Water Commission Regular meeting , the Commission passed a motion recommended that a request be included for a FY 2013 STEAP Grant, in the amount of \$250,000.00, in order to fund the replacement of the sludge removal system presently used at the East Hampton Water Pollution Control Facility. The system operates as part of the Joint Facilities of the Town of Colchester and Town of East Hampton, who co-own the facility. The motion is shown as Item #9 within the minutes of the Colchester Sewer and Water Commission Meeting Minutes attached herewith.

A Project Description is included herein also.

The project cost including construction inspection and contingency is approximately \$1,300,000.00. The Joint Facilities presently has \$800,000.00 within FY 2012 and FY 2013 Capital Improvement Funds. It is proposed that both East Hampton and Colchester will each request a STEAP grant for \$250,000.00 in order to fund the short fall of project funding. Included are the emails from East Hampton depicting actions that they are taking in order to move their portion of their STEAP grant application forward. At the present time the Town of Colchester STEAP Application is complete and requires the documented support of the Board of Selectmen and signature of the First Selectman in ordered to be delivered to the State OPM.

It is likely that the project will receive favorable consideration at the State OPM due to the fact that:

- 1) Two municipalities are requesting funding of the same project;
- 2) Have a significant portion of the project funding in hand;
- 3) Have paid for design and have construction bid documents already prepared;
- 4) The project provided more efficient waste water removal for a 5 town region.

RECOMMENDED MOTION

"That the Colchester Board of Selectmen, as recommended by the Colchester Sewer and Water Commission, include within the FY 2013 STEAP Grant application for the Town of Colchester, a request for \$250,000.00 for the Town of Colchester portion of construction funding of Project 11-69 "Sludge Thickener Improvements" of the Colchester- East Hampton Joint Facilities Water Pollution Control Facility and authorize the First Selectman to sign and submit said application and provide to the State of Connecticut Office of Policy and Management any and all documents for the grant application ".



Town of Colchester FY 2013 STEAP Grant Application

Project Description – Rotary Drum Sludge Thickener Joint Facilities

Town of Colchester portion of a joint town application.

The Town of Colchester and the Town of East Hampton together own the Waste Water Treatment facility known as the “Joint Facilities” located at the East Hampton Water Pollution Control facility in the Town of East Hampton. The facility provides waste water treatment for the towns of East Hampton, Colchester, Marlborough, Hebron and beginning at the end of 2012 the Town of Lebanon. The basic components of the waste water treatment plant were constructed in 1982 in accordance with agreements that the Town of Colchester and Town of East Hampton had entered into with the United States Environmental Protection Agency and State of Connecticut Department of Environmental Protection as documented within the inter-municipal agreement dated February 2, 1978. Since the original plant became operational in 1982, the collection system has grown such that the sewer system has become the regional waste water treatment plant for the 5 town area.

Since 1982 minor operational modifications have occurred at the plant while basic treatment technology has remained the same. In that period, however, industry technology has advanced considerably. Without becoming too technically verbose, the basics of waste water /sewage treatment is 1) collect sewage flows to a central location, 2) screen out large solids (debris, wood, clothing, etc), 3) allow settlement of the solids, 4) screen/remove solids from water, 5) remove excess water from the solids collected (otherwise known as sewer sludge), 6) disinfect water for release to the Connecticut River, 7) transport dried sewage sludge to acceptable use/disposal site.

The rotary drum sludge thickener project deals with improvements to step 3 & 4 listed above. The removal of excess water from sewage sludge is necessary in order to minimize costs involved with the transportation of the final sludge product. The present dewatering system is a DAF (Dissolved Air Flocculent) system. This type of system utilizes a floatation system using air and polymer to float solids to the top of the tank, where a mechanical scrapper blade removes the floatable solids. The press’s mechanical replacement parts have become exceedingly difficult to acquire and technology would be considered obsolete and inefficient by industry standards. The rotary drum thickener utilizes centrifugal force to remove excess water from the sewage sludge by a spinning drum. The most suitable analogy of the difference in technology, is the comparison between the antique washing machine that had a roller press and bar to remove floating dirt and water from washed clothing and today’s machine where the “spin cycle” removes significantly more water from the clothing. The correlation is strikingly similar, but in the case of sewage treatment, the removal of water impacts the costs/savings for sewage treatment for the 5 town region.

The rotary drum thickener project involves the replacement of the blade press machinery and retrofitting of the existing piping and interior structure of the building that serves as the dewatering facility. New ventilation and electrical controls are also included within the project.

The project was designed by Camp Dresser & McKee, Inc. (CDM) Consulting Engineers, The estimated budget for the construction work was \$800,000.00. The original proposed method of funding the project was to have utilized FY 11-12 Joint Facilities Capital funds of \$400,000.00 and FY 12-13 Capital funds of \$400,000.00 while scheduling the project work to “straddle” both fiscal years. This was anticipated to be easily accomplished by receiving the bids in January of 2012 and then awarding the contract and beginning the work in April 2012.

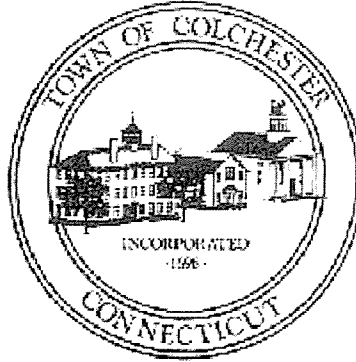
The project plans, specifications and contract documents were completed and placed out to bid for construction in December of 2011. The cost of design and preparation of the bid documents has already been paid for by the Joint Facilities in the amount of \$159,000.

| The tabulation of the 8 contractor’s bids ranged from \$ 1,025,000 to \$1,337,000. This exceeded the budget for the project without accounting for a contingency or construction engineering/inspection cost being included. At the February 2012 meeting of the Joint Facilities, there was no choice but to reject all bids submitted due to lack of sufficient funding for the project. At a subsequent meeting of the Joint Facilities Committee, the members unanimously voted that Colchester’s Sewer and Water Commission and East Hampton’s Water Pollution Control Authority request each town’s executive body (Town of Colchester Board of Selectmen and Town of East Hampton Town Council) include this project in their FY 2013 STEAP Grant application.

STEAP Grant Applications are limited to \$500,000.00 per Town. The Colchester Sewer and Water Commission respectfully request the Town of Colchester to include 250,000.00 in their FY 2013 STEAP Grant application for wastewater treatment plant process improvements.

The Water Pollution Control Authority of the Town of East Hampton will also be requesting a similar STEAP Grant, \$250,000.00, for this project from their Town Council.

Together, Colchester and East Hampton are requesting \$500,000.00 in STEAP grants to move this Joint Facilities project forward.



Colchester Sewer and Water Commission

Minutes for the June 13, 2012 Regular Monthly Meeting

Municipal Office Complex
Colchester, Connecticut

Members Present: R. LeMay, R. Jones, T. Tripodi, S. Coyle, S. Boyden
Members Absent: R. Silberman, K. Fagnoli
Others Present: J.Paggioli (Public Works)

1. **Call to Order-** Chairman LeMay called the meeting to order at 7:10p.m.
2. **Additions to the Agenda** – Motion was made to add 2 Items to the Agenda: New Item 10) Discussion of Resignation of Member and New Item 11) Discussion of July and August meeting cancellation. Motion by T.Tripodi, Seconded by S. Coyle, Motion passed 5-0.
3. **Approval of the Sewer and Water Commission March 2012 Regular Monthly Meeting Minutes** – Motion made to approve the minutes of the March 14, 2012 Public Hearing of the Sewer and Water Commission. Motion by: R. Jones; Second by S.Coyle, Motion Carried 5-0.
Motion to approve the minutes of the March 14, 2012 regular monthly meeting as submitted, by T. Tripodi, second by R.Jones; Motion approved 5-0.
4. **Citizen's Comments** - None.
5. **Subcommittee Reports**
A. Finance – Transfers, Monthly financial reports, Quarterly billing, Disputes, other

Transfers – Motion was made to approve the following transfers by T. Tripodi and seconded by R. Jones, Motion approved 5-0.

Water: 4002310

From	To	Amount
42340 Other Purchases and Supplies	42301 Office Supplies	\$14.00
42340 Other Purchases and Supplies	42323 Protective Clothing	\$106.00
42340 Other Purchases and Supplies	45622 Electricity	\$6,600.00

43213 Travel Training and Meetings	43258 Dues and Subscription	\$46.00
From	To	Amount
44231 Advertising	44255 Refund for Tax/Lien	\$170.00
48416 Office Equipment	45216 Telephone	\$200.00
50900 Contingency	46244 Equipment Repairs	\$7,100.00
44203 Legal	45221 Fuel/Heating	\$1,900.00
44208 Professional Services	45221 Fuel/Heating	\$1,360.00

Sewer: 2403207

From	To	Amount
44203 Legal	44255 Refund for Tax/Lien	\$170.00
44223 Service Contracts	45126 Telephone	\$250.00
46224 Equipment Repairs	48404 Machinery & Equip.	\$525.00

Dispute –Request for Sewer Credits – 4 account sewer credit adjustments were discussed:

- A) 493 Norwich Avenue, 72 Wall Street. 48 Park Avenue, 108 Mill Street. The Commission agrees that each of the credits were reasonable due to the circumstances of each and granted the credit. After discussion of each, it was recommended to Mr. Paggioli to develop a written Policy in order to allow for an applicable Sewer Credit to be granted at the administrative level based upon conditions that could be verified by staff in the case of leaks and burst pipes.
- B) Patry O’leary account. – After consultation and efforts made with attorney’s and collection agencies in Connecticut and Tennessee and Kentucky, it was the joint opinion that the former 2007 outstanding bill for this account was deemed “uncollectable” and motion was made to: deem the 2007 Patry O’leary account uncollectable and the amount of \$1,987.23, which includes all of the principal and interest from that point to the present, be removed from the accounts receivable of the Colchester Sewer and Water Commission. Motion by S.Coyle, Seconded by T. Tripodi, Motion Approved 5-0.

There are several other accounts that staff has been working with banks that are in the process of foreclosure on. All properties have liens placed upon them to insure payment. Staff will continue to work on “pinpointing” these accounts.

Monthly Financials – Monthly financials were distributed and discussed.

Quarterly Billing –As of 6/8/12 we have collected 97.5% of the projected budget. Including the fourth quarter, we have billed out 97.9% of the “projected budgeted” total. As previously indicated, this past year’s increase in anticipated user fees was over stated. The upcoming budget year corrects this and brings the revenue projection back to the amounts we “have in hand”. For total revenue collected on the operational side, there are overages in the Pool Water sales to date of approximately \$12,000 and Cross Connection service/inspection fees of \$8,000 in order to make up for shortfalls in User Fees. On the Sewer side, Fraq

tank billing revenues are \$24,000 and was budgeted for \$50. In total revenue will match expected levels. Several outstanding accounts were contacted by staff, (Foreclosure Banks, and Landlords where applicable), in order to enhance collection efforts. Results of such actions are expected to show within the next 60 days.

Other-

- 1) At the April 5, 2012 Board of Selectmen meeting the Selectmen adopted the 2012-13 Sewer and Water Commission operating budget. See Memo of thanks from First Selectman.
- 2) Transfers went through from previous years operating budget to Capital Funds of respective accounts.
- 3) Bill to ConnDOT was paid for Halls Hill Road.
- 4) New Employee (Pamela McCann) has been hired as a full time Certified Plant Operator. There were six applicants, however only Ms. McCann met the requirements as listed in the job description.

6. Water Activities

A. Water Activities Report – J. Paggioli reported activities performed since the last meeting include:

- 1) Service Work: Mark outs, Finals, Multiple Profiles were conducted by staff.
- 2) New Developments: Two April –Two May Units at Northwoods. Norwich Avenue – Ragin property, conversion and additional sewer and water connection. **Note: Possible Easement to be acquired for field location of Existing Water Main on private property.** The Commission directed Mr. Paggioli to research the original contract installer and surveyor in order to determine if there was possible recourse on responsibility for the issue.
- 3) Taintor Hill Treatment Plant: General
- 4) Well No. 4- Pilot Filter installed and monitoring.
- 5) Storage Tank Mixer-De-stratification Tank Modification-Stratification Sampling Equipment-Data will be continuing.
- 6) Annual Consumer Confidence Report printed Colchester Connection.
- 7) O&M Facility: Staff is evaluating the possibility of “recycling” the former propane generator that was previously used at the Filtration Plant, for deployment at the O&M facility.
- 8) Monthly Water Quality Sampling- No issues.
- 9) Mainbreaks: 0
- 10) Water Main/ Hydrant Schedule prepared. May: Flushing has commenced and finished. Issue of possible air in hydrant main at Jack Jackter School. June Hydrant replacement annual beginning.
- 11) May: Review and assistance of Water Supply Plan.
- 12) May: Acquired water line easement on property of Hayward Volunteer Fire Company for service to Fire Training facility at Schuster Park.
- 13) Well 5A- Hypo-chloride redevelopment/screen removal of iron bacteria test. On-going to maintain well withdrawal rate.
- 14) Review of proposal for Daniels site Lake Hayward Road, Autumn Ridge Resubmittal, Bakery Project Norwich Ave,
- 15) STEAP Grant Application.

B. Water Projects Status –

- 1) The Water Supply Plan- Lenard Engineering is continuing to prepare the plan, First Review was submitted to staff on 12 March 2012. Additional Data and GIS plans of facilities were provided by staff to Lenard. Expected final

submission to be delivered to staff by end of month. May Update : Plan complete & delivered to State DPH. June: PURA noted accepting of Plan and comment period is opened. Copy is available for “sign out” and reading should commission members like.

7. Sewer Activities

A. Joint Facilities Report – The Rotary Drum Thickener: Mr. Paggioli has had discussions with First Selectman and Town Planner in order to start a STEAP Grant application for the Town of Colchester’s portion of project costs over the operating fund project budget. See Item under New Business.

B. Sewer Activities Report –No issues were reported on the Colchester Portion of the System. Water Department staff marked manholes with witness markers in the area previous cleared between Old Hebron Road and Amston Road. Additional Manhole at Prospect Hill requires repair to be done by DPW staff with Joint Facilities oversight. **(DONE June 2 MH’s on line)** Work conducted in regards to Hammond Court Sewer right of way title and lateral connection for possible.

C. Sewer Projects Status –

1) Proposed Lebanon Portion of the Amston Lake sewer extension- Work is continuing. Two to Three crews are working daily. Joint Facilities may be presenting a “proposal” for grinder pump maintenance for the Lebanon system.

8. Old Business

A. STEAP Grant – The State DOT to solicited the bid on 4/18/12. Closing date 5/16/12. Apparent Low Bidder: Lawrence Brunoli, Inc. \$17,729,000. Anticipated ground breaking August 1, 2012.

B. I&I Study Discussion– As part of the Right of Way clearing, the work area between Old Hebron Road and Amston Road within the wetlands was prioritized. As previously surmised the frames of the manholes are at or below the existing water elevation at 6 of the manholes. It is recommended that these manholes frames be raised 18 to 24 inches and the manholes be sealed to minimize infiltration prior to the study in the upcoming low water season.

Scope of Work and Estimate are being prepared. It is noted that IWC has granted blanket permit for maintenance issues in regard to the sewer right of ways.

C. Colchester Courtyard Update – Meeting held at DPH to review draft of Courtyard Capital Improvement plan and cost comparison to legal interconnection for 10 year time frame on 2/8/12. Final plan received and reviewed 4/9/10. Prepared materials clearly document that the cost for interconnection and service is over 4 times the cost of operation as a satellite system by the owners of the system. DPH meeting was delayed to 6/5/12 due to death of employee at DPH. DPH on June 5, 2012, report comments from DPH arrives at 1600hrs on 6/4/12.

Meeting occurs, question if cost of water should be included in 10 year analysis, but otherwise productive. Plan to be sent to 3rd party review by GeoInsight. DPH would like Town's position on the report.

D. Capital Planning Update.- No proposed discussion on the issue for this meeting. Estimates of scope of work issues being prepared.

E. FEMA Reimbursement Tropical Storm Irene and Alfred- all request forms are at FEMA, completed, awaiting payment. Note Joint Facilities has received their check, our submittal was within a week of theirs.

F. Stream Flow Regulations - No actions.

- 9. New Business – STEAP Grant Application – Sludge Thickener Project.** Mr. Paggioli had Mr. Susco have prepared STEAP Grant applications and Project descriptions for each of the Towns (Colchester and East Hampton) to apply for \$250,000 per town STEAP Grant in order to fund the shortfall of the Rotary Drum Sludge Thickener Project. The Sewer and Water Commission are in favor of pursuing the STEAP grant funding for the project, therefore a motion was made that:
“The Colchester Sewer and Water Commission hereby recommend to the Colchester Board of Selectmen to include within the FY 2013 STEAP Grant application for the Town of Colchester, a grant request for \$250,000 for the Town of Colchester portion of construction funding of Project 11-69 Sludge Thickener Improvements of the Colchester- East Hampton Joint Facilities Water Pollution Control Facility”. Motion by T. Tripodi, Seconded by S. Coyle, Motion Approved 5-0.
- 10. Added Agenda Item - Resignation of Mr. Scott Boyden** at the end of Mr. Boyden's term. Mr. Boyden submitted his resignation letter to Chairman LeMay. All members of the Commission thanked and conveyed their appreciation to Mr. Boyden for his service to the Commission and the Town of Colchester over the past 15 years and conveyed that his efforts will be missed in the future.
- 11. Discussion of need for a July 2012 and/or August 2012 Regular meeting of the Commission.** Discussion commenced that due to vacation schedule and the anticipated items that the July 2012 Regularly scheduled meeting of the Commission would be cancelled. Motion was made to cancel the July 2012 regularly scheduled meeting of the Colchester Sewer and Water Commission by S. Coyle and Seconded by T. Tripodi, Motion was passed 5-0.
- 12. Adjourn -** Motion to adjourn, by T. Tripodi, second by S. Coyle; Motion approved 5-0. Chairman LeMay adjourned the meeting at 8:25 p.m.

Respectfully submitted,
James Paggioli, L.S.

To: Board of Selectman

From: Adam Turner

Re: Open Space Purchase 88 Brainard Road

Date: June 12, 2012

The Norwich Public Utility (NPU) is interested in purchasing 56 acres of land in Colchester. The property abuts the Deep River Watershed property and is located on the southern boundary of Colchester. The NPU plans to apply for State Open Space funding to support the purchase and has purchased additional lands in the area utilizing state funding before. In 2008 the Town supported the NPU effort to purchase another property in the area.

The Planning Department supports this purchase for three primary reasons

- The Brainard Road lands are far away from the major population centers/public services. As such they are the most expensive to provide service and as such these are sprawl related development. Several subdivisions have been completed in the area so development of these lands, should utility purchase not occur, is probable.
- The lands have a great value as preserved open space as they buffer and permit the maintenance of a vital aquifer.
- This purchase is of no cost to the Town
- The proposal is recommended by both the open space commission and the conservation commission

Motion – move that the Colchester Board of Selectmen support the Norwich Utility Purchase of 88 Brainard Road and correspond to the State regarding this support.

**CERTIFICATION
OF RESOLUTION**

I, Nancy Bray do hereby certify that I am Clerk of the Town of Colchester, a municipal corporation organized and existing under the laws of the State of Connecticut having its principal place of 127 Norwich Avenue, Colchester Connecticut, 06475 that I am keeper of the Town records and Town seal. That the following is a true and correct copy of a resolution duly adopted and ratified by the Board of Selectmen on _____date____, in accordance with the constituent charter of the Town of _____ and that the same has not in any way been modified, repealed or rescinded, but is in full force and effect.

WHEREAS, Norwich Public Utilities has applied for and received a grant under the Open Space and Watershed Land Acquisition Program established and administered by the Department of Energy and Environmental Protection pursuant to Section 7-131d of the Connecticut General Statutes; and

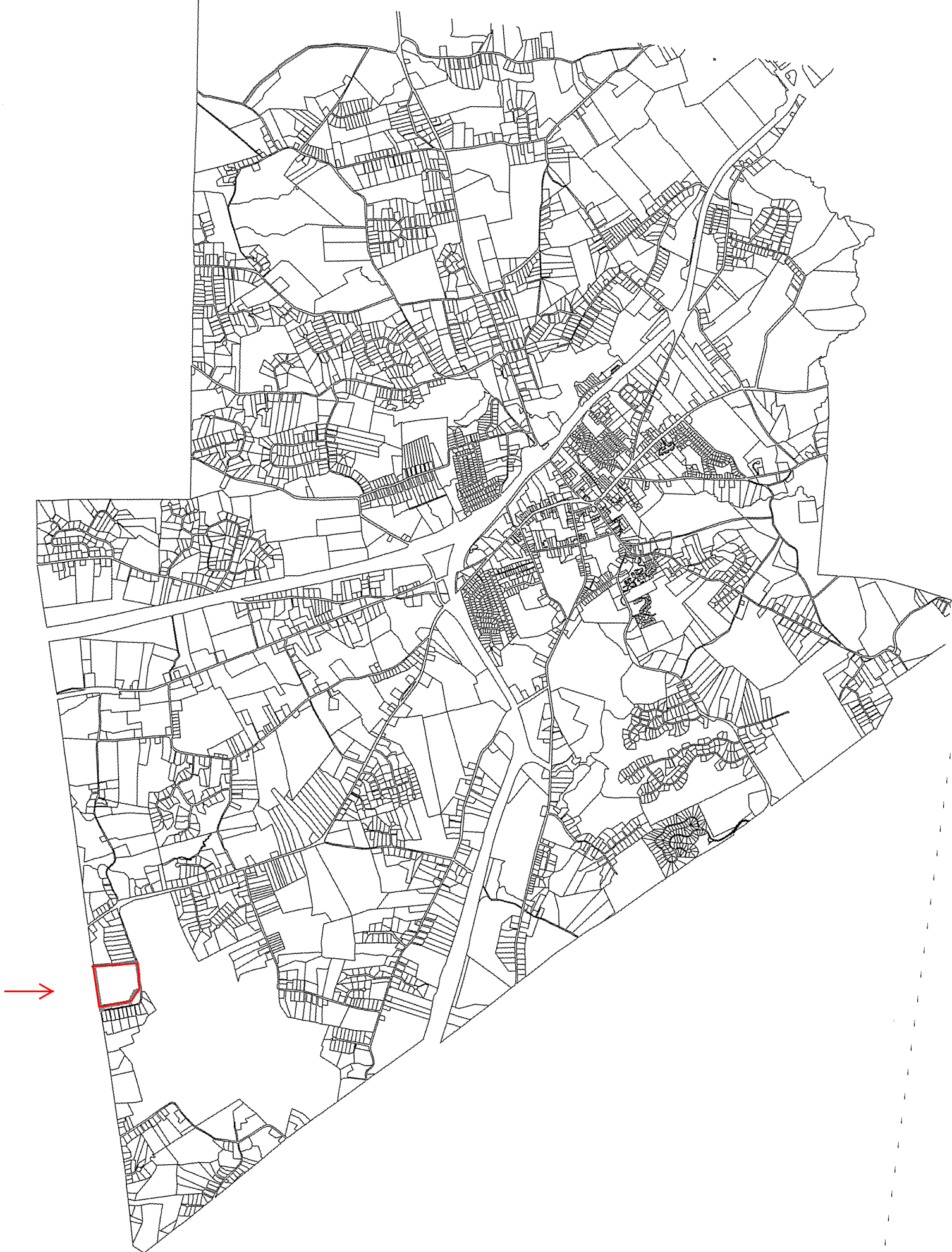
WHEREAS, the land being acquired by Norwich Public Utilities is located within the territorial limits of the Town of Colchester, and pursuant to Section 7-131d of the Connecticut General Statutes, Norwich Public Utilities is required to seek approval by the legislative body or designee of the Town in which said land is located;

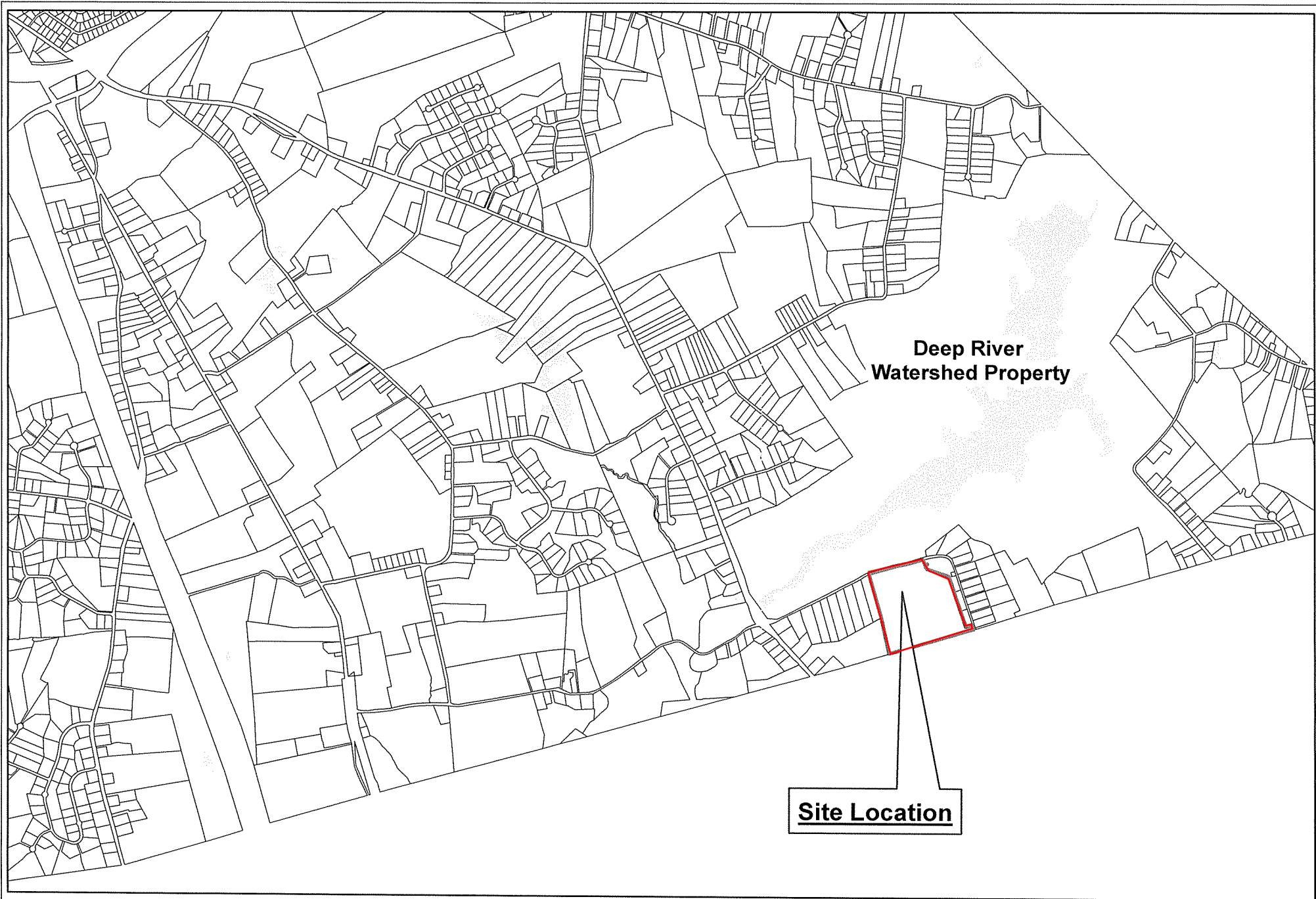
BE IT RESOLVED, that the Town of Colchester by means of a meeting of the Board of Selectmen, approved the purchase of land by Norwich Public Utilities known as the property. This land will be managed as open space pursuant to Section 7-131d of the Connecticut General Statutes.

Approved by the Town of Colchester Board of Selectman on: June --- 2012. Dated at the Town of Colchester, Connecticut this ___ day of June 2012.

BE IT FURTHER KNOWN, that Gregg Schuster was elected First Selectman and that his/her term of office began November -- 2011 and will continue until November -- 2013. As First Selectman Gregg Schuster serves ad the Chief Executive Officer for the Town of Colchester and is duly authorized to enter into agreements and contracts on behalf of the Town of Colchester.

Dated at Colchester Connecticut this _____ day of June, 2012.

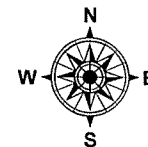




Location Map

Prepared by the
Town of Colchester
Planning and Zoning Dept.

1 inch = 2,500 feet



Town of Colchester
Open Space Advisory Committee
Tuesday, June 12th, 2012
Colchester Town Hall 6:00 PM
Regular Meeting
Motions

1. Call Meeting to Order

2. Citizens Comments

3. Approval of the April 17, 2012 Meeting Minutes and Approval of the April 10 meeting minutes

Motion by William Hochholzer to approve the April 17 minutes with corrections
Second by Ted Fuini
Motion Passed Unanimously

Motion by William Hochholzer to approve the April 10 minutes with corrections
Second by Ted Fuini
Motion Passed Unanimously

4. Land Acquisitions
 - A. Open Space Protection-88 Brainard Rd

Motion by William Hochholzer: To recommend to the Conservation Commission that the Town support the proposed Norwich Utility Purchase of 88 Brainard Road and correspond to the State regarding support.
Second by Ted Fuini
Motion Passed Unanimously

5. Open Space Plan Review

6. Any Other Business Deemed Necessary

7. Adjournment

Motion by William Hochholzer

Second by Ted Fuini

Motion Passed Unanimously

COLCHESTER CONSERVATION COMMISSION
Regular Meeting Wednesday, June 13, 2012
Town Hall, 127 Norwich Avenue, Suite 201
Minutes of Meeting

MEMBERS PRESENT: Falk von Plachecki, Chairman; Kurt Frantzen; Moe Epstein, and Sue Bruening; Alternate: Andrew George Staff: Wetlands Enforcement Officer: Jay Gigliotti; and Clerk: Gail Therian; of Selectmen

MEMBERS ABSENT – Darrell York; Jim Ford, Board Liaison

A. CALL REGULAR MEETING TO ORDER

Chairman von Plachecki called the Regular Meeting to order at 7:05 p.m. A. George was seated as a voting member.

B ADDITIONS TO AGENDA -

J. Gigliotti asked the Commission to add under "Item J, Conservation" – "A. Norwich Public Utilities Open Space Purchase of 88 Brainard Road."

Motion by K. Frantzen, seconded by S. Bruening to add to the Agenda Item A under "Conservation" the discussion of the purchase of 88 Brainard Road property as Open Space. **Motion carried unanimously.**

C APPROVAL OF MINUTES – Meeting Minutes of May 9, 2012

Motion by A. George, seconded by K. Frantzen to approve the Minutes of the May 9, 2012 meeting as presented. **Motion carried unanimously.**

D. PUBLIC COMMENT – None

E. PENDING APPLICATIONS - None

F. NEW APPLICATIONS

- A. **W2012-2948**- 203 Amston Rd, Steve Fedus, Assessor's Map 21 Lot # 3, Construction of 14 new housing units, parking and storm water facilities within upland review area. No Direct wetland Impacts. DRD 8.17.12

J. Gigliotti explained that this application is for a 14 unit multi-family housing development that has no direct wetlands impacts. He said that the application was submitted on Thursday, June 7, 2012 but both he and the Town Engineer have not completed their reviews. He explained the handling of the storm water runoff. There will be no footing drains or foundations constructed. He explained that this property is located in the Aquifer Protection Zone and the Flood Plain.

Mark Reynolds, representing the applicant, explained the location of the wetlands and the proposed drainage system. He showed the Commission the location of the sewer and water lines and explained the proposed buffering to be planted. Discussion followed regarding the former use of the land as a nursery and the drainage system. Mark Reynolds will submit Permeability Data information at the next meeting.

Motion by K. Frantzen, seconded by S. Bruening to accept W2012-2948, 203 Amston Road, Assessor's Map 21 Lot # 3, Construction of 14 new housing units and to table for statutory requirements. **Motion carried unanimously.**

- B. **W2012-2949**- Gillette Lane, Andrew Mastronunzio, Assessors Map 3-13 Lot # 1, Application to cross wetlands with residential driveway, Minimal Direct and URA impacts. DRD 8.17.12

J. Gigliotti told the Commission that this application is for the crossing of wetlands for a single lot on Gillette Lane. He explained the location of the lot and the history of the lot line revision of the lot. He said this driveway will service a single family house. He said there is a very small drainage swale which will be filled in and the driveway constructed. There will be no wetlands impacts associated with the construction of the house or septic system.

Charlie Dutch, representing the applicant, explained the drainage from the lot onto Gillette Lane.

Motion by K. Frantzen, seconded by M. Epstein to accept W2012-2949, Gillette Lane, Andrew Mastronunzio and to table for statutory requirements. **Motion carried unanimously.**

RECEIVED
COLCHESTER CT
2012 JUN 15 AM 11:56
NANCY A BRADY
TOWN CLERK

G. NEW BUSINESS -

A. Amston Lake District

J. Gigliotti told the Commission that the Amston Lake District has made application to both Lebanon and Hebron to dredge the south western portion of the lake. There is a small portion of the lake in Colchester and he has been contacted regarding the need for a Wetlands permit from the Town of Colchester. The project will be overseen by the CT DEEP. Discussion followed and the Commission concurred that this Wetlands permit can be handled administratively.

H. OLD BUSINESS – None

I. ENFORCEMENTS – None

J. CONSERVATION

A. Discussion of the Purchase by Norwich Public Utilities of 88 Brainard Road property as Open Space

J. Gigliotti read a memo from Adam Turner, Town Planner to the Commission regarding the Norwich Public Utility purchase of the property located at 88 Brainard Road as Open Space. Discussion followed regarding acreage and the value of this land as open space.

Motion by A. George, seconded by S. Bruening that the Conservation Commission recommends that the Town support the Norwich Utility Purchase of 88 Brainard Road and correspond to the State regarding our support. **Motion carried unanimously.**

K. CORRESPONDENCE -

K. Frantzen reviewed material he received at the DEEP training seminar. Copies were distributed to Commission members.

L. ADJOURNMENT

Motion by K. Frantzen, seconded by A. George to adjourn the meeting at 8:27 p.m.


Gail N. Therian, Clerk

Town of Colchester
127 Norwich Avenue
Suite 202
Colchester, CT 06415

Gregory J. Plunkett
Director of Facilities and Operations
gplunkett@colchesterct.org

Tel. (860) 537-7267
Fax. (860) 537-1252
Cell (860) 303-0125

June 14, 2012

TO: Gregg Schuster
FROM: Greg Plunkett 
RE: Elevator Maintenance Contract

We sent notification of the RFP to all previous bidders and placed an ad in the newspaper, on our website and on the State DAS website to obtain services to maintain our elevators. On June 5th we received seven bids. The results are attached.

I am requesting the Board of Selectmen award the maintenance and repair of the elevators for the 2012-2013 year at Town Hall and Cragin Library to Independent Elevator as the lowest responsible bidder.

A copy of the bid tabulation is attached.

Town of Colchester
Elevator Bids
2012-2013

MAINTENANCE ANNUAL FEE

Bidder	Town Hall E	Cragin E	
NE Elevator	\$477.00	\$477.00	\$954.00
Independent*	\$675.00	\$675.00	\$1,350.00
Delta	\$538.00	\$538.00	\$1,076.00
Eagle	\$549.00	\$549.00	\$1,098.00
Kone	\$1,140.00	\$1,140.00	\$2,280.00
ThyssenKrupp	\$510.00	\$510.00	\$1,020.00
Hartford Elevator	\$650.00	\$650.00	\$1,300.00

CALL BACK / REPAIR - HOURLY

	Reg Time	Holiday Time	Parts	Resp Time	24 hr Svc
			Discount		
NE Elevator	\$375.00	\$700.00	15%		yes
Independent	\$170.00	\$250.00	0%	2 hrs	yes
Delta	\$150.00	\$280.00	\$0.00	45 min	yes
Eagle	\$160.00	\$290.00	10%	2.5hrs	yes
Kone	\$250.00	\$350.00	20%	2.5hrs	yes
ThyssenKrupp	\$155.00	\$230.00	20%	2hrs	yes
Hartford Elevator	\$150.00	\$225.00	0	1hr	yes


* Recommended Bidder

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June 11, 2012

TO: Gregg Schuster
FROM: Greg Plunkett 
RE: Generator Service and Repair

On June 5th we opened bids received for Generator Service and Repair. We notified previous bidders of the RFP, advertised in the newspaper, on our website and on the State DAS website. We received seven bids for this service. Based on the bids received we recommend the following:

1. **Tri-State** receive the contract to provide service and repair for the generators at Town Hall, Fire Department Company 1 and Company 2.

We request the Board of Selectmen award the contract for this service to Tri-State for 2012-2013.

Attached is a copy of the Bid Tabulation.

Town of Colchester
 Bid Tabulation
 Generator Service and Repair
 June 7, 2012

Required Services

Bidder	Town Hall	Co 1	Co 2		
Huntington					
Minor	268.00	200.00	195.00	663.00	
Major	570.00	425.00	360.00	1,355.00	
					2,018.00
Tri-State*					
Minor	125.00	125.00	125.00	375.00	
Major	275.00	250.00	250.00	775.00	
					1,150.00
GDL Services LLC					
Minor	125.00	125.00	125.00	375.00	
Major	410.00	275.00	215.00	900.00	
					1,275.00
FM Generator, Inc					
Minor	150.00	150.00	150.00	450.00	
Major	250.00	200.00	150.00	600.00	
					1,050.00
Advanced Power Services LLC					
Minor	220.00	220.00	175.00	615.00	
Major	380.00	380.00	230.00	990.00	
					1,605.00
Central					
Minor	150	75	75	300.00	
Major	200	125	120	445.00	
					745.00
Northeast					
Minor	290	175	175	640.00	
Major	650	340	210	1,200.00	
					1,840.00

* Combined with the Schools and the lower hourly rate this is the low bid.

Call Back Rates

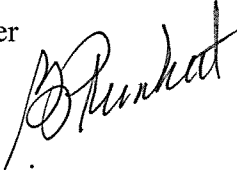
Bidder	Regular	Holiday
Huntington	80.00	120.00
Tri-State	85.00	125.00
GDL Services LLC	85.00	127.00
FM Generator	84.00	126.00
Advanced Power Services LLC	90.00	125.00
Central	105	150
Northeast	117	175

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June 12, 2012

TO: Gregg Schuster
FROM: Greg Plunkett 
RE: Fire Alarm Service

On June 5th we opened bids received for Fire Alarm Service. We notified previous bidders of the RFP, advertised in the newspaper, on our website and on the State DAS website. We received nine bids. Based on the bids received we recommend the following:

CINTAS be awarded the contract for service and repair of the fire alarm systems for all Town facilities.

And

American Alarm be awarded the contract for monitoring the fire alarms.

Attached is a copy of the tabulation for bids received.

Town of Colchester
Colchester Public Schools
Fire Alarm Service
June 7, 2012

Bidder	Town Hall	Sr Ctr	Youth Ctr	Co 1	Co 2	Cragin	Fleet Maint	
Am Alarm	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$2,100.00
ITS	\$250.00	\$150.00	\$150.00	\$250.00	\$150.00	\$250.00	\$250.00	\$1,450.00
MJ Daly	\$760.00	\$645.00	\$645.00	\$760.00	\$500.00	\$520.00	\$645.00	\$4,475.00
Cintas	\$175.00	\$170.00	\$170.00	\$175.00	\$175.00	\$175.00	\$175.00	\$1,215.00
Carter	\$432.00	\$180.00	\$180.00	\$540.00	\$108.00	\$540.00	\$270.00	\$2,250.00
NEFS, inc	\$300.00	\$150.00	\$150.00	\$200.00	\$200.00	\$200.00	\$150.00	\$1,350.00
Fire Tech*	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$175.00	\$175.00	\$1,100.00
TPC								\$0.00
Simplex	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$1,750.00

* When factoring in the higher monitoring cost this contractor is no longer the lowest.

Call Back Rates


	American	ITS	MJ Daly	Cintas	Carter	NEFS	Fire Tech	Simplex	TPC
Regular	\$95.00	\$88.00	\$102.00	\$80.00	\$90.00	\$120.00	\$145.00	\$115.00	\$103.00
Holiday	\$147.50	\$132.00	\$155.00	\$120.00	\$135.00	\$180.00	\$217.00	\$172.50	\$154.50
Monitoring	\$20.00	\$18.00	\$29.17	\$20.00	\$33.33	\$20.00	\$25.00	\$30.00	NB

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June 11, 2012

TO: Gregg Schuster
FROM: Greg Plunkett 
RE: Fire Extinguisher and Exhaust Hood Service

On June 5th we opened bids received for Fire Extinguisher/Hood Service and Repair. We notified previous bidders of the RFP, advertised in the newspaper, on our website as well as on the State Das website. We received five bids. The bid tabulation is attached. We recommend the following:

1. **Roybal and Son** receive the contract to provide Exhaust Hood cleaning and inspection for Fire Company 1.
2. **Roybal and Son** should also receive the contract for Fire Extinguisher service and inspection at Town Hall, Youth Center, Senior Center, Fire Co 1, Fire Co 2 and Cragin Memorial Library

Town of Colchester
Colchester Public Schools

Fire Extinguisher Service and Repair
Bid Tabulation

June 7, 2012

Hood Cleaning and Inspection

Bidder	CO 1
Life Safety**	
Cintas*	\$75.00
Poresky	\$400.00
Roybal***	\$450.00
Simplex*	\$178.00

Call Back Rates

Bidder	Life Safety	CINTAS	Poresky	ROYBAL	Simplex
Regular	75.00	80.00	55.00	75.00	90.00
Holiday	90.00	120.00	70.00	105.00	135.00

* Bid does not include cleaning

** Bid fire extinguishers only

*** Low bid when factoring in fire extinguisher service

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June 14, 2012

TO: Gregg Schuster

FROM: Greg Plunkett

RE: Heating/HVAC Contract



We issued an RFP to secure maintenance and repair services for heating and air conditioning for all Town buildings. We sent the notice of the RFP to previous bidders and advertised in the newspaper on the Town's website and on the State DAS website. On June 5th we received five bids. The results are attached.

I am requesting the Board of Selectmen award the maintenance and repair of the heating and air conditioning to **Reliable Oil** for the Youth Center, Senior Center and the Fire Department.

I am also requesting the Board of Selectman award the maintenance and repair of the heating and air conditioning to **SOLO Mechanical** for the Town Hall and Cragin Memorial Library.

Town of Colchester
 HVAC/Heating
 Repair and Maintenance
 June 5, 2012

Bidder	Town Hall heat/air	Senior Ctr	Youth Ctr	Cragin heat/air	Fire Dept heat/air	
SOLO	500/1800	400	400	900/500	1000/200	
Reliable		350	200	900/400	800/200	
SK	500/1800	350	200	900/500	800/200	
MJ Daly	1360/5440	1040	1040	1040/906	1946/453	
Proco	400/1700	300	150	800/250	700/150	

CALL BACK/REPAIR


	Oil Reg	Oil OT	Air Reg	Air OT	Response Time
SOLO	\$90.00	\$135.00	\$90.00	\$135.00	2hr
Reliable	\$115.00	\$172.50	\$115.00	\$172.50	1hr
SK	\$85.00	\$110.00	\$85.00	\$110.00	2hr
MJ Daly	\$100.00	\$130.00	\$100.00	\$130.00	1hr
Proco	\$65.00	\$97.50	\$65.00	\$97.50	1hr

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June 12, 2012

TO: Gregg Schuster
FROM: Greg Plunkett 
RE: Security System Service and Monitoring

On June 5th we opened bids received for Security Systems Service and Monitoring. We contacted previous bidders, advertised in the newspaper, on the Town's website and on the State DAS website. We received four bids for Service and monitoring..

We request the Board of Selectmen award the contract for this service and for monitoring to **American Alarm Company** for 2012-2013.

Attached is a copy of the Bid Tabulation.

Town of Colchester
 Bid Tabulation
 Security System Service and Monitoring
 June 7, 2012

Service

	Town Hall	Police	Youth Ctr	Fleet M	Cragin		
American Alarm	\$190.00	\$190.00	\$190.00	\$190.00	\$190.00	Annual	\$950.00
Simplex	\$450.00	\$250.00	\$350.00	\$200.00	\$200.00		\$1,450.00
NE Fire*	\$151.00	\$151.00	\$151.00	\$151.00	\$151.00		\$755.00
Nextgen	Disqualified						

* Response time is 4:00 hours which is too long.

Monitoring Continued

	Town Hall	Police	Youth Ctr	Fleet M	Cragin	
American Alarm	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	/month
Simplex	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	
NE Fire	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	

Call Back Rates


	Regular Time	Holidays
American Alarm	\$95.00	\$147.50
Simplex	\$115.00	\$172.50
NE Fire	\$95.00	\$180.00

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Cell (860) 303-0125

June 12, 2012

TO: Gregg Schuster
FROM: Greg Plunkett 
RE: Sprinkler System Service

On June 5th we opened bids received for Sprinkles System Service. We notified previous bidders of the RFP, advertised in the newspaper, on our website and on the State DAS website. We received two bids for this service. Based on the bids received we recommend the following:

1. We recommend **MJ Daly** receive the contract to provide service and repair for the sprinkler systems for the Town of Colchester for the 2012-2013 year

Attached is a copy of the Bid Tabulation.

Town Of Colchester
Bid Tabulation
Sprinkler Service and Repair

June 7, 2012

Inspect and Test

Bidder	Town Hall	Cragin	Fire Dept	Totals
Simplex*	\$323	\$323	\$494	\$1,140
MJ Daly	\$460	\$456	\$456	\$1,372

* When considering all facilities Town and School this company's bid is higher

Call Back Rates

Bidder		Holiday
Simplex	\$95.00	\$142.50
MJ Daly	\$106.00	\$184.00

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("Agreement") is entered into by and between the Town of Colchester ("Town") and Local 1303-254 of Connecticut Council #4, AFSCME, AFL-CIO ("Union").

WHEREAS, the Town and the Union are parties to a Collective Bargaining Agreement covering the period of July 1, 2009 through June 30, 2013 ("Collective Bargaining Agreement"); and

WHEREAS, Ms. Tammy Barber ("Ms. Barber") was hired by the Town on April 9, 2012 as an Assistant Tax Collector, which is a position represented by the Union and covered by the Collective Bargaining Agreement; and

WHEREAS, Ms. Barber, as a new employee of the Town, pursuant to Section 4.2 of the Collective Bargaining Agreement, is in the process of serving her probationary period which consists of her first ninety (90) days of work for the Town.

WHEREAS, in order to give Ms. Barber every reasonable opportunity to be successful in her employment with the Town, the Town and the Union have agreed to extend Ms. Barber's probationary period under the terms set forth below.

NOW THEREFORE, the parties hereby agree as follows:

1. The probationary period of Ms. Barber shall be extended for an additional thirty (30) days of work and so shall not successfully conclude until Ms. Barber completes one hundred twenty (120) days of work for the Town, which shall not include any day Ms. Barber is absent from work. At any time during her extended probationary period Ms. Barber may be disciplined or discharged at the Town's discretion, and such discipline or discharge shall not be subject to the grievance or arbitration procedures set forth in the Collective Bargaining Agreement.
2. Health Insurance coverage as well as sick time will still go into effect upon the completion of Ms. Barber's first ninety (90) days of work for the Town.
2. This Agreement is entered into by the parties on a non-precedent setting basis.

The parties have reached this Agreement as of this ____ day of June, 2012.

Town of Colchester

Local 1303-254 of Connecticut Council #4,
AFSCME, AFL-CIO

Tammy Barber