

Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

**Board of Selectmen Minutes
Meeting Minutes
Thursday, September 19, 2019
Colchester Town Hall @ 7:00pm**

MEMBERS PRESENT: First Selectman Art Shilosky, Selectman Stan Soby, Selectman Rosemary Coyle, Selectman Denise Mizla, and Selectman Denise Turner

MEMBERS ABSENT: none

OTHERS PRESENT: Registrar D Mrowka, CFO M Cosgrove, BOE B Bernier & M Bylone, BOF A Migliaccio, T Rudko, S Schuster, D Gesiak, M Rudko and clerk T Dean

1. Call to Order

A Shilosky called the meeting to order at 7:00 pm.

- 2. Additions to the Agenda** – A Shilosky removed #4.a. Approve Minutes of the August 15, 2019 Board of Selectmen meeting from the Consent agenda and moved to #5 on the regular agenda, and added #6 Discussion and Possible Action on Sale of Bonds and Bond Anticipation Notes for WJJMS Project, and renumber remaining items.

R Coyle moved to approve changes to the agenda as presented, seconded by D Turner. Unanimously approved. MOTION CARRIED.

- 3. Citizen's Comments** – Steven Schuster letter attached.

4. Consent Agenda

- a. Open Space Commission – Reappointment of Mary Stevens for a three-year term to expire 10/1/2022
- b. Economic Development Commission – Reappointment of Bruce Goldstein for a five-year term to expire 10/1/2024
- c. Conservation Commission – Reappointment of Falk von Plachecki for a three-year term to expire 10/31/2022
- d. Approve Business Associate Agreement with RSM LLP for Auditing Services Provided for the Fiscal Year Ended June 30, 2019
- e. Approve Youth Services Bureau 2019-2021 Enhancement Grant Funding
- f. Tax Abatements

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

5. Approved Minutes of the August 15, 2019 Board of Selectmen Meeting

R Coyle made the following corrections; 4.a. strike out nine candidates interviewed to 11 candidates interviewed.

R Coyle moved to approve the minutes of the August 15, 2019 Board of Selectmen meeting, as amended, seconded by S Soby. Unanimously approved. MOTION CARRIED.

6. Discussion and Possible Action on Sale of Bonds and Bond Anticipation Notes for WJJMS Project

R Coyle asked M Cosgrove to explain page #3 regarding use of bond and BAN proceeds. M Cosgrove explained each Column (attached). M Cosgrove stated that the town will go before S&P on Monday. Sale date is Oct 8th and Settlement date is Oct 16th.

D Mizla moved to authorize the sale of bonds and bond anticipation notes for WJJMS project as presented, seconded by R Coyle. Unanimously approved. MOTION CARRIED.

7. Discussion and Possible Action on OpenGov Invoice

A Shilosky stated the invoice for the last year is \$12,100. The second part of the program was not available to the town to use, because of this OpenGov is offering a \$5,000 credit on the bill. Department Heads will have a training on the second part of the program and will be able to upload reports starting in October.

R Coyle moved authorize paying the revised OpenGov bill, seconded by S Soby. Unanimously approved. MOTION CARRIED.

8. Transfers

A Shilosky stated that these two transfers are to close out the end of the year.

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

9. Citizen's Comments –none

10. First Selectman's Report

A Shilosky reported the WJJMS Building Project has come in under budget and on time, the Committee has done an outstanding job. The FEMA grant the town applied for due to the storm damage in October has been approved for \$46,000. Natural Gas line is on its way via Rte. 354 to Norwich Ave. Senior Center Building Committee and Norton Park Committee members have been appointed, they will receive a charge at their first meeting. The town has asked the State to look at a potential Rte. 2 west bound off ramp onto Old Hartford Road due to safety concerns. Paper Mill Bridge riprap repairs have been completed and signed off by Fuss & O'Neill. Met with Superintendent Burt who presented a long term personnel plan that includes a human resources shared position. Discussed emails sent to the Board members regarding 5G.

11. Liaison Reports

D Turner reported on Ethics Commission – continue to review code of ethics.

Conservation Commission – approved proposed renovations for Valero station on Old Hartford Rd. Approved request for permit extension for Settlers Green for another four years. That will bring the permit to the 14 year cap. Approved request to table a mini store on Hartford Rd. Solar facility proposal tabled. Two permits issued for Chestnut Hill for a pool and shed addition.

D Turner reported on Friends of Cragin – great success with book sales, revenue of \$2,500 for the June sale. Sent out membership brochures. Will hold a reusable bag sale at the book sales and the library.

Conservation Commission – two pending applications; Hartford Road storage facility and solar facility. Permits that were tabled; New London Rd parking lot, Lake Hayward Road lot, Windham Ave development, and Rudden lane lot. One permit issued to Mill Hill Rd. Discussed a commission member absentee issue.

R Coyle reported on Commission on Aging – report attached

WJJMS Building Committee – project is under budget. Wooden bench issue has been resolved. Kitchen has been revised.

S Soby reported on Agriculture Commission – Farmers Brochure has been complete and available at several locations throughout town. This project was a collaboration between Katherine Kosiba, Gigi Liverant and the Land Trust who funded the printing. R Coyle suggested an email blast go out announcing both the farm brochure and COA brochure. Chris Bourque will have a meeting with the school regarding keeping the Farm to School program sustaining.

Zoning Board of Appeals – bulk of the meeting was regarding a hearing on a proposed subdivision. Conservation easement concerns present, which granted a 20ft variance on frontage requirement.

Planning and Zoning Commission – approved proposal for subdivision approved by the ZBA. Commercial operation approved on Old Hartford Road.

D Mizla reported on Youth Services Advisory Board – working on LPC grant. Open House 9/11. 52 6th graders attended the first Youth Center. Community Conversation on 10/17 regarding vaping.

12. Adjourn

D Mizla moved to adjourn at 7:46 p.m., seconded by D Turner. Unanimously approved. MOTION CARRIED.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'Tricia Dean', with a stylized, cursive script.

Tricia Dean, Clerk

Attachment:

S Schuster correspondence

RSM Business Associate Agreement

Youth Services Enhancement Grant

Sale of Bonds and Bond Anticipation Notes for WJJMS Project

Transfers (2)

Commission on Aging liaison report

September 18, 2019

PREPARED STATEMENT FROM STEVEN A. SCHUSTER DELIVERED AT THE BOS MEETING ON 9/19/2019

Good evening fellow citizens of Colchester.


My name is Steven Schuster and I am a 74-year resident of the town I love and your Republican candidate for Colchester's Treasurer in the upcoming November 2019 election.

As I read through tonight's published agenda, I noticed a proposal from RSM US LLP. This eight (8) page agreement is recommended by our CFO, Maggie Cosgrove to be approved by the BOS at tonight's meeting, however, I do not see how much this contract is going to cost the town. I'm not even sure if three (3) competitive bids, RULES of our CHARTER, were followed during this decision-making process.

On another subject, the taxpayers of this Town overwhelmingly approved the implementation of the 'Open Government Program' by our Finance Department, BOS and BOE but after three (3) years of stalling by some members of our BOS and other appointed employees it's still not up and running. Running a town should be like running a business with TRANSPARENCY and ACCOUNTIBILITY.

The taxpayers of Colchester also overwhelmingly approved the PARAMEDIC program proposal as presented by our magnificent Fire Department however budget restraints prevented implementation of this program while our BOE, as reported at the BOF meeting last night, that there was a surplus in excess of 1.8 million dollars. That money should be immediately transferred into the General Fund to get this program up and running and repair some of our local roads that are deplorable to say the least and replace some outdated fire equipment that are relied upon by our volunteer FIREMEN to save life and property when that 911 call is made.

Thank you all for coming and listening tonight.



Steven A. Schuster

July 29, 2019

RSM US LLP

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

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (this "Agreement") is effective as of July 29, 2019 (the "Effective Date") by and between Town of Colchester, Connecticut ("Covered Entity") and RSM US LLP, an Iowa limited liability partnership ("Business Associate").

Recitals

WHEREAS, the purpose of this Agreement is to assure the privacy and security of Protected Health Information and Electronic Protected Health Information in accordance with Parts 160, 162 and 164 of Chapter 45 of the Code of Federal Regulations (collectively, the "Privacy and Security Rules") issued by the Department of Health and Human Services ("HHS") under the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (collectively, "HIPAA") and the American Recovery and Reinvestment Act and its implementing regulations (collectively, "ARRA");

WHEREAS, the Privacy and Security Rules provide, among other things, that a covered entity is permitted to use and disclose Protected Health Information and Electronic Protected Health Information (each as defined below) to a business associate and allow the business associate to obtain and receive Protected Health Information, if the covered entity obtains satisfactory assurances in the form of a written contract that the business associate will comply with all applicable Privacy and Security Rules;

WHEREAS, ARRA provides that certain provisions of the Privacy and Security Rules shall apply to business associates directly and whereas Business Associate is a "business associate" within the meaning of 45 C.F.R. Section 160.103; and

WHEREAS, Business Associate will have access to, create, and/or receive certain Protected Health Information and Electronic Protected Health Information in conjunction with the services being provided by Business Associate to Covered Entity.

NOW THEREFORE, Covered Entity and Business Associate agree as follows:

1. **Definitions.** The following terms shall have the meanings set forth below:
 - (a) **Breach.** "Breach" shall have the meaning set forth in 45 C.F.R. Section 164.402.
 - (b) **C.F.R.** "C.F.R." means the Code of Federal Regulations.
 - (c) **Data Aggregation.** "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 C.F.R. Section 164.501.

- (d) Designated Record Set. "Designated Record Set" has the meaning assigned to such term in 45 C.F.R. Section 164.501.
- (e) Electronic Protected Health Information. "Electronic Protected Health Information" or "Electronic PHI" has the meaning assigned to such term in 45 C.F.R. Section 160.103.
- (f) Genetic Information. "Genetic information" has the meaning assigned to such term in 45 C.F.R. Section 160.103.
- (g) Individual. "Individual" shall have the same meaning as the term "individual" in 45 C.F.R. Section 160.103 and shall include a person who qualifies as the Individual's personal representative in accordance with 45 C.F.R. Section 164.502(g).
- (h) Limited Data Set. "Limited Data Set" shall have the meaning assigned to such term in 45 C.F.R. Section 164.514(e)(2).
- (i) Protected Health Information. "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in 45 C.F.R. Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. Genetic Information shall be considered PHI.
- (j) Required By Law. "Required By Law" shall have the same meaning as the term "required by law" in 45 C.F.R. Section 164.103.
- (k) Secretary. "Secretary" shall mean the Secretary of HHS or his or her designee.
- (l) Security Incident. "Security Incident" shall have the same meaning as the term "security incident" in 45 C.F.R. Section 164.304.
- (m) Standard Transactions. "Standard Transactions" shall have the same meaning as the term "standard transactions" in 45 C.F.R. Section 162.103.
- (n) Subcontractor. "Subcontractor" shall mean a person to whom a business associate delegates a function, activity, or service, other than in the capacity of a member of the workforce of such business associate.
- (o) Unsecured Protected Health Information or Unsecured PHI. "Unsecured Protected Health Information" or "Unsecured PHI" shall mean PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized persons through the use of the technology or methodology specified in regulations or other guidance issued by HHS under Section 13402 of ARRA.

2. Obligations and Activities of Business Associate

- (a) General. Business Associate agrees to abide by applicable provisions of the Privacy and Security Rules, in addition to all federal and applicable state laws concerning the confidentiality, privacy, and security of Protected Health Information and Electronic Protected Health Information, and to not use or further disclose Protected Health Information or Electronic Protected Health Information other than as permitted or required by this Agreement or the Privacy and Security Rules, or as Required By Law.
- (b) Privacy Safeguards. Business Associate shall maintain appropriate administrative, physical, and technical safeguards to protect the privacy of Protected Health Information and to limit incidental uses or disclosures made pursuant to an otherwise permitted or required use or disclosure.

- (c) Safeguarding Electronic PHI. Business Associate shall implement administrative, physical, and technical safeguards that prevent use or disclosure of the Electronic Protected Health Information other than as permitted by the Privacy and Security Rules. Specifically, Business Associate agrees to implement policies and procedures that do the following:
- (i) Prevent, detect, contain, and correct security violations in accordance with the administrative safeguards set forth in 45 C.F.R. Section 164.308;
 - (ii) Limit physical access to electronic information systems and the facility or facilities in which they are housed, while ensuring that properly authorized access is allowed in accordance with the physical safeguards set forth in 45 C.F.R. Section 164.310; and
 - (iii) Allow access to electronic information systems that maintain Electronic PHI to only those persons or software programs that have been granted access rights in accordance with the technical safeguards set forth in 45 C.F.R. Section 164.312.
- (d) Duty to Mitigate. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information or Electronic Protected Health Information by Business Associate in violation of the requirements of this Agreement, the Privacy and Security Rules, or other applicable law.
- (e) Subcontractors. Business Associate agrees to ensure that any Subcontractor to whom it provides Protected Health Information or Electronic Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees in writing to the same restrictions and conditions that apply throughout this Agreement to Business Associate with respect to such information in accordance with 45 C.F.R. Sections 164.308(b)(2), 164.502(e)(1)(ii), and 164.504(e)(5).
- (f) Access to PHI. Business Associate agrees to provide access to Protected Health Information in a Designated Record Set, in the manner required by law, in order to meet the requirements under 45 C.F.R. Section 164.524. Business Associate shall provide a copy to Covered Entity or, alternatively, to the Individual directly, if such alternative choice is clearly, conspicuously, and specifically made by the Individual or Covered Entity.
- (g) Amendment of PHI. Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set pursuant to 45 C.F.R. Section 164.526 that Covered Entity directs or agrees to pursuant to the Privacy and Security Rules, in the manner required by law.
- (h) Audits. For purposes of determining compliance with the Privacy and Security Rules, Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of PHI and Electronic PHI received from, or created or received by Business Associate on behalf of Covered Entity, available to the Secretary, in the time and manner determined by the Secretary. Business Associate shall retain books and records relating to its use and disclosure of Protected Health Information on Covered Entity's behalf for six (6) years from the date the information is last used or relied upon.
- (i) Documenting Disclosures. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. Section 164.528.

- (j) Accounting. Business Associate agrees to provide to Covered Entity, upon request and in the time and manner required by law, an accounting of disclosures of an individual's Protected Health Information, collected in accordance with Section 2(i) of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. Section 164.528. Business Associate may impose a reasonable fee for such accounting in accordance with 45 C.F.R. Section 164.528(c).
- (k) Standard Transactions. If Business Associate conducts any Standard Transactions on behalf of Covered Entity, Business Associate shall comply with the applicable requirements of 45 C.F.R. Part 162.
- (l) Reporting Privacy Breaches. Business Associate agrees to report to Covered Entity in writing any use or disclosure of PHI not permitted by this Agreement of which Business Associate becomes aware as soon as practicable of its becoming aware and will take reasonable action necessary to prevent and minimize damage to any Individual and to prevent any future such occurrences. If the unauthorized use or disclosure qualifies as a Breach, Business Associate agrees to comply with the notification provisions in Section 2(n).
- (m) Reporting Security Incidents. Business Associate agrees to report any Security Incident as soon as practicable after becoming aware of such incident. However, certain low risk attempts to breach network security, such as the incidents listed below, shall not constitute a Security Incident under this Agreement, provided they do not penetrate the perimeter, do not result in an actual Breach of security, and remain within the normal incident level:
- Pings on the firewall;
 - Port scans;
 - Attempts to log onto a system or enter a database with an invalid password or username;
 - Denial-of-service attacks that do not result in a server being taken off-line; and
 - Malware, such as worms or viruses.
- (n) Notification of Breach. Following the discovery of a Breach of Unsecured PHI, Business Associate shall notify Covered Entity within 60 calendar days after discovery of the Breach in accordance with 45 C.F.R. Section 164.410, as amended. The notification shall include the identification of each Individual whose Unsecured PHI has been or is reasonably believed by Business Associate to have been accessed, acquired, used, or disclosed during the Breach. Business Associate shall provide Covered Entity with any other available information that Covered Entity requires in order for Covered Entity to notify, pursuant to HHS regulations, the affected Individuals.
- (o) Prohibition on Sale of Records. Business Associate shall not directly or indirectly receive remuneration in exchange for any PHI or Electronic PHI of any Individual unless Business Associate or Covered Entity obtains from the Individual, in accordance with 45 C.F.R. Section 164.508, a valid authorization that includes a specification of whether the PHI or Electronic PHI can be further exchanged for remuneration by the entity receiving PHI or Electronic PHI of that Individual, except as otherwise allowed under ARRA.
- (p) Training. Business Associate shall provide training as to the applicable Privacy and Security Rules to all of its employees who will handle or be responsible for handling PHI or Electronic PHI on behalf of Covered Entity.

3. Permitted Uses and Disclosures by Business Associate

3.1 General Use and Disclosure

Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform its obligations and services to Covered Entity, provided that such use or disclosure would not violate the Privacy and Security Rules if done by Covered Entity.

3.2 Specific Use and Disclosure Provisions

- (a) Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
- (b) Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information and Electronic Protected Health Information for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided that such disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person (and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached).
- (c) Business Associate agrees to make uses and disclosures and requests for Protected Health Information consistent with Covered Entity's minimum necessary policies and procedures.
- (d) Except as otherwise limited in this Agreement, Business Associate may use PHI and Electronic PHI to provide data aggregation services relating to the health care operations of Covered Entity, as permitted by 42 C.F.R. Section 164.504(e)(2)(i)(B).
- (e) Business Associate is authorized to use Protected Health Information to de-identify the information in accordance with 45 C.F.R. Section 164.514(a)-(c). Business Associate may use PHI: (i) to de-identify the information or create a Limited Data Set in accordance with 45 C.F.R. Section 164.514; (ii) pursuant to an individual authorization in accordance with 45 C.F.R. Section 164.508; (iii) to report violations of law to appropriate federal and state authorities, consistent with 45 C.F.R. Section 164.502(j)(1); and (iv) as otherwise authorized in writing by Covered Entity.

4. Obligations of Covered Entity

4.1 Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions

- (a) Covered Entity shall notify Business Associate, in writing, of any limitation(s) in the notice of privacy practices of Covered Entity under 45 C.F.R. Section 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI and Covered Entity shall provide Business Associate with a copy of the notice of privacy practices that Covered Entity maintains, as well as any changes to that notice.
- (b) Covered Entity shall provide Business Associate with notice, in writing, of any changes in, or revocation of, permission by Individuals to use or disclose Protected Health Information, if such changes affect Business Associate's permitted or required uses and disclosures.

- (c) Covered Entity shall notify Business Associate, in writing, of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 C.F.R. Section 164.522. Business Associate agrees to conform to any such restriction.
- (d) Covered Entity acknowledges that it shall provide to, or request from, Business Associate only the minimum Protected Health Information necessary for Business Associate to perform or fulfill a specific function required or permitted hereunder.

4.2 Permissible Requests by Covered Entity

Covered Entity represents and warrants that it has the right and authority to disclose Protected Health Information to Business Associate for Business Associate to perform its obligations and provide services to Covered Entity, and Business Associate's use of the Protected Health Information to perform its obligations and provide services to Covered Entity requested by Covered Entity does not, to the extent Business Associate acts within the scope of any such request(s) and this Agreement, violate the Privacy and Security Rules, Covered Entity's privacy notice, or any applicable law. Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy and Security Rules if done by Covered Entity.

5. Termination

- (a) Term. This Agreement shall be effective beginning on the Effective Date and shall terminate when all of the Protected Health Information, in any form, received from, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity; provided, however, that, if it is not feasible to destroy the Protected Health Information or to return the Protected Health Information to Covered Entity, protections shall be extended to such information, in accordance with the provisions of subsection (c) below.
- (b) Termination for Cause. Notwithstanding any other provision of this Agreement, if either party discovers or obtains knowledge of a failure by the other party to perform its duties under this Agreement or other material breach of the provisions of this Agreement (hereinafter collectively referred to as a "Material Breach"), the discovering party shall provide a period of 30 business days for the breaching party to cure the Material Breach; provided, however, that, if the breaching party does not cure the Material Breach within such 30-day period, the discovering party shall terminate this Agreement at the end of such 30-day period; and provided, further, that, if cure of such Material Breach is not possible, the discovering party shall terminate this Agreement immediately upon its receipt of knowledge of such Material Breach. Notwithstanding the foregoing, if neither termination nor cure are feasible, the discovering party shall report the violation to the Secretary.
- (c) Effect of Termination.
 - (1) Except as provided in paragraph (2) of this section, upon termination of this Agreement for any reason, Business Associate shall return or destroy all Protected Health Information and Electronic Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, at the direction of Covered Entity. Business Associate shall retain no copies of the Protected Health Information and Electronic Protected Health Information.

- (2) In the event Business Associate determines that returning or destroying the Protected Health Information or Electronic Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible and shall extend the protections of this Agreement to such Protected Health Information or Electronic Protected Health Information for so long as Business Associate maintains such Protected Health Information or Electronic Protected Health Information. Following the termination of this Agreement, Business Associate shall not disclose Protected Health Information or Electronic Protected Health Information except to Covered Entity or as Required By Law.

6. **Miscellaneous**

- (a) **Regulatory References.** A reference in this Agreement to a section in the Privacy and Security Rules means the section as in effect or as amended, and for which compliance is required.
- (b) **Amendment.** This Agreement may be amended upon the mutual written agreement of the parties. Upon the enactment of any law or regulation affecting the use or disclosure of Protected Health Information or Electronic Protected Health Information, or the publication of any decision of a court of the United States or any state relating to any such law or the publication of any interpretive policy or opinion of any governmental agency charged with the enforcement of any such law or regulation, either party may, by written notice to the other party, and by mutual agreement, amend this Agreement in such manner as such party determines necessary to comply with such law or regulation. If the other party disagrees with such amendment, it shall so notify the first party in writing within thirty (30) days of the notice. If the parties are unable to agree on an amendment within thirty (30) days thereafter, then either of the parties may terminate this Agreement on thirty (30) days written notice to the other party.
- (c) **Survival.** The terms of this Agreement which by their nature are to survive this Agreement will survive its expiration or termination.
- (d) **Interpretation.** Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits both parties to comply with the Privacy and Security Rules. In the event of any inconsistency or conflict between this Agreement and any other agreement between the parties, the terms, provisions and conditions of this Agreement shall govern and control.
- (e) **No Third Party Beneficiary.** Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the parties and the respective successors or assigns of the parties, any rights, remedies, obligations, or liabilities whatsoever.
- (f) **Indemnification.** Each party shall indemnify and hold harmless the other party and its affiliates and their respective partners, principals, directors, officers, employees, agents, and subcontractors from and against any claim, cause of action, liability, damage, penalty, fine, cost, or expense (including court costs and reasonable attorneys' fees) arising out of or relating to any act, omission, or breach by such party in connection with this Agreement. Business Associate is entitled to rely on all instructions, communications, and other directions from Covered Entity concerning disclosure of Protected Health Information or Electronic Protected Health Information.
- (g) **Limitation of Liability.** Business Associate's total liability relating to this Agreement and the underlying services agreement shall be limited as set forth in the underlying services agreement.

- (h) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut, to the extent not preempted by federal law. The parties hereby submit to the exclusive personal and subject matter jurisdiction and venue of the courts in such state and agree to waive the defense of an inconvenient forum.
- (i) Compliance with Laws and Policies. Business Associate shall comply with all applicable federal and state laws and regulations during the term of this Agreement and, to the extent provided in Section 6 of this Agreement, after the termination thereof, including without limitation: (1) the Privacy and Security Rules, the Security Standards, and the Breach Notification Standards; and (2) state privacy or security laws, rules, and regulations that apply to Protected Health Information (that are not preempted by the Privacy and Security Rules), the Security Standards, or the Employee Retirement Income Security Act of 1974, as amended.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

COVERED ENTITY:

Town of Colchester, Connecticut

By: _____

Its: _____

Date: _____

BUSINESS ASSOCIATE:

RSM US LLP

By: Scott A. Bassett

Its: Partner

Date: July 29, 2019



STATE OF CONNECTICUT
DEPARTMENT OF CHILDREN AND FAMILIES

To: Youth Service Bureau Directors

From: Steven Smith, Program Supervisor

Date: July 31, 2019

Subject: **Youth Service Bureau 2019-2021 Enhancement Grant Funding**

As you are all aware, passage of the State Fiscal Year 2020 State budget included increased funding for enhancement of the Youth Service Bureau program. Again in an effort to be mindful of the funding constraints that each Bureau is under, the Department is committed to finalizing the enhancement application process and awarding funding for the coming fiscal year(s) as soon as is practically possible. To that end, the Department has made the determination to mirror the historical State Department of Education application process for these enhancement funds as much as possible to ensure that we are utilizing a process familiar to each Bureau.

Enhancement funds will be distributed once the SFY 2020 Grant Applications are processed and approved. The purpose of these enhancement funds is to enhance existing direct services to youth in the areas of:

- **Individual and Group Counseling**
- **Parent Training and Family Therapy**
- **Work Placement and Employment Counseling**
- **Alternative and Special Education Programs**
- **Juvenile Review Boards**
- **Recreational and Youth Enrichment Programs**
- **Outreach Program**
- **Prevention Programs, including youth pregnancy, youth suicide, violence and alcohol and drug prevention**
- **Positive Youth Development Programs**

Funds can also be used for maintenance fees associated with use of a web-based data collection tool. As per Connecticut general Statute Section 10-19q, funds will be distributed based on the municipality population size (gathered from the most recent (2017) Connecticut State Census). Specific allocations can be found in Attachment A.

Grant funds may be utilized to offer youth any or all of the program services outlined in Connecticut general Statute 10-19m.

Grant funds may not supplant already existing funding for the same program services. In order to facilitate funds for distribution, please submit the following:

1. One (1) page Abstract indicating which direct service option will be supported by the funds (See Attachment B).

2. Budget and Budget Narrative for the use of funds in SFY 2020 (see Attachment C).

The application (Abstract, Budget and Narrative), must be received, via email only, by **3:00PM** on **August 23, 2019** to:

Mail/Deliver: Steve Smith, Program Supervisor
Connecticut State Department of Children and Families
Email: STEVEN.SMITH@ct.gov

If you have any questions, please contact Steve Smith.

YOUTH SERVICE BUREAU ENHANCEMENT GRANT PROGRAM
State Fiscal Year 2020
(July 1, 2019-June 30, 2020)

DUE: August 23, 2019

Direct Service Option: Prevention Programs, PYD Programs, Individual and Group Counseling

Project Director: Valerie Geato

Applicant Organization: Colchester Youth Service Bureau

Total Funds Requested: \$8,588

Funding Source: YSB Enhancement Grant

Beginning Date: 7/1/19 **Ending Date:** 6/30/20

ACTIVITIES:

1) Students in grades 7 and 11 will participate in a teen dating violence prevention program. Healthy Relationships is a 5- session program facilitated by Safe Futures CT and introduces students to appropriate interpersonal skills and includes lessons on: the importance of learning to set boundaries, qualities of friends, conflict resolution, dating violence and Sexual Harassment and sex assault.

2) Substance Abuse counseling will be offered to students at the middle and high school for students who self-refer or are referred by school support staff and also utilized as an alternative to discipline in some cases. Counselors will also provide classroom based education on vaping, addiction, and adolescent brain development.

3) Additional positive youth development programs provided by part time staff

OUTCOME MEASURES:

1) 75% of Students who participate in the Healthy Relationships program will report increase in knowledge, satisfaction with program and instructors and will report being better off because of participating.

2) 25 youth will participate in school based substance abuse counseling and at least 200 middle and high school students will be involved in classroom based education related to current ATOD trends.

3) 75 kids will be able to participate in positive youth development programs and will report increased social skills, problem solving and program satisfaction

ANTICIPATED # OF YOUTH SERVED:

Ages 16-18: 125

Ages 16 & Under: 300

Budget Object Codes

Include all budget account descriptions for the following categories:

111A Non-Instructional

Amounts paid to administrative employees of the grantee not involved in providing direct services to pupils/clients. Include all gross salary payments for these individuals while they are on the grantee payroll including overtime salaries or salaries paid to employees of a temporary nature.

200 Personal Services - Employee Benefits

Amounts paid by the grantee on behalf of employees; these amounts are not included in the gross salary, but are in addition to that amount. Such payments are fringe benefit payments and, while not paid directly to employees, nevertheless are part of the cost of personal services.

300 Purchased Professional and Technical Services

Services which, by their nature, can be performed only by persons or firms with specialized skills and knowledge. While a product may or may not result from the transaction, the primary reason for the purchase is the service provided. Included are the services of architects, engineers, auditors, dentists, medical doctors, lawyers, consultants, teachers, accountants, etc.

400 Purchased Property Services

Services purchased to operate, repair, maintain, and rent property owned or used by the grantee. These services are performed by persons other than grantee employees. While a product may or may not result from the transaction, the primary reason for the purchase is the service provided.

500 Other Purchased Services

Amounts paid for services rendered by organizations or personnel not on the payroll of the grantee (separate from Professional and Technical Services or Property Services). While a product may or may not result from the transaction, the primary reason for the purchase is the service provided.

600 Supplies

Amounts paid for items that are consumed, worn out or deteriorated through use, or items that lose their identity through fabrication or incorporation into different or more complex units or substances.

700 Property

Expenditures for acquiring fixed assets, including land or existing buildings, improvements of grounds, initial equipment, additional equipment, and replacement of equipment.

In accordance with the Connecticut State Comptroller's definition equipment, included in this category are all items of equipment (machinery, tools, furniture, vehicles, apparatus, etc.) with a value of over \$1,000.00 and the useful life of more than one year and data processing equipment that has unit price under \$1,000.00 and a useful life of not less than five years.

800 Debt Service and Miscellaneous

Amounts paid for goods and services not otherwise classified above.

Budget Narrative – Expenses

Account Code/Name	Description	Line Item Total
300	Substance Abuse Counseling Services (contract with Project Courage)	3,040
	Healthy Relationships/Dating Violence classes contract with Safe Futures	2,500
500	Additional hours for part time staff to implement positive youth development programs	3,048

YOUTH SERVICE BUREAU ENHANCEMENT GRANT PROGRAM

State Fiscal Year 2020
(July 1, 2019-June 30, 2020)

DUE: August 23, 2019

FISCAL YEAR 2020

YOUTH SERVICE BUREAU BUDGET FORM

GRANT TITLE: YOUTH SERVICE BUREAU				
GRANT PERIOD: 07/01/19 - 06/30/20		AUTHORIZED AMOUNT:\$		
AUTHORIZED AMOUNT by SOURCE: CURRENT DUE:\$ LOCAL BALANCE:\$ CARRY-OVER DUE:\$				
CODES	DESCRIPTIONS	BUDGET AMOUNT	CASH MATCH	IN-KIND
111A	NON-INSTRUCTIONAL			
200	PERSONAL SERVICES/EMPLOYEE BENEFITS			
300	PURCHASES PROFESSIONAL/TECHNICAL SVCS	5540		
400	PURCHASED PROPERTY SERVICES			
500	OTHER PURCHASED SERVICES	3048		
600	SUPPLIES			
700	PROPERTY			
800	DEBT SERVICE AND MISCELLANEOUS			
	TOTAL	8,588		

ORIGINAL REQUEST DATE

CT DCF

DATE OF

REVISED REQUEST DATE

PROGRAM MANAGER AUTHORIZATION

APPROVAL

I certify that the budget provided herein represents the planned income and expenditures of the YSB Grant funds and local match of the above grantee for the grant period July 1, 2019 through June 30, 2020, in accordance with all applicable instructions and statutory requirements.

Authorized Signature

Date

Art Shilosky, First Selectman

8/16/19

Typed Signature

Date

YOUTH SERVICE BUREAU ENHANCEMENT GRANT PROGRAM

State Fiscal Year 2020
(July 1, 2019-June 30, 2020)

DUE: August 23, 2019

FISCAL YEAR 2020

YOUTH SERVICE BUREAU BUDGET FORM

GRANT TITLE: YOUTH SERVICE BUREAU				
GRANT PERIOD: 07/01/19 - 06/30/20		AUTHORIZED AMOUNT:\$		
AUTHORIZED AMOUNT by SOURCE: CURRENT DUE:\$ LOCAL BALANCE:\$ CARRY-OVER DUE:\$				
CODES	DESCRIPTIONS	BUDGET AMOUNT	CASH MATCH	IN-KIND
111A	NON-INSTRUCTIONAL			
200	PERSONAL SERVICES/EMPLOYEE BENEFITS			
300	PURCHASES PROFESSIONAL/TECHNICAL SVCS	5540		
400	PURCHASED PROPERTY SERVICES			
500	OTHER PURCHASED SERVICES	3048		
600	SUPPLIES			
700	PROPERTY			
800	DEBT SERVICE AND MISCELLANEOUS			
	TOTAL	8,588		

ORIGINAL REQUEST DATE

CT DCF

DATE OF

REVISED REQUEST DATE

PROGRAM MANAGER AUTHORIZATION

APPROVAL

I certify that the budget provided herein represents the planned income and expenditures of the YSB Grant funds and local match of the above grantee for the grant period July 1, 2019 through June 30, 2020, in accordance with all applicable instructions and statutory requirements.

Valerie Geato
Authorized Signature

8/16/19
Date

Valerie Geato
Typed Signature

8/16/19
Date

*sent preliminarily
to be
replaced w/
ant signature*

TOWN OF COLCHESTER
NOTICE OF SPECIAL TOWN MEETING — _____, 2015
NOTICE OF REFERENDUM — June 2, 2015

A special town meeting of the electors and citizens qualified to vote in town meetings of the Town of Colchester, Connecticut, will be held at Colchester Town Hall, 127 Norwich Avenue, in the Town of Colchester, Connecticut, on _____ day, _____, 2015 at 7:00 p.m., for the following purpose:

1. To consider a resolution,

(a) to appropriate \$48,860,000 for costs related to the William J. Johnston Middle School Project at the site of the existing William J. Johnston Middle School at 360 Norwich Avenue, including renovations and additions to the middle school, renovations to the Office of Pupil Services, and renovations to the existing gymnasiums, substantially as described in the "WJJ Middle School Study" dated February 5, 2015. The building committee established for the project shall be authorized to determine the scope and particulars of the project and to reduce or modify the scope of the project, and the entire appropriation may be expended on the project as so modified or reduced. The appropriation may be spent for design and construction costs, testing and permitting costs, relocation costs, demolition and installation costs, equipment, furnishings and fixtures, materials, land and easement acquisition, site improvements, utilities, engineering fees, management costs and fees, legal fees, net interest on borrowings and other financing costs, and other expenses related to the project or its financing;

(b) to authorize the issue of bonds and notes and temporary notes of the Town in an amount not to exceed \$48,860,000; to provide that the amount of bonds or notes authorized shall be reduced by the amount of grants received by the Town for the project; and to authorize a majority of the Selectmen and the Treasurer of the Town to determine, the amount, date, interest rates, maturities, form and other particulars of the bonds or notes;

(c) to declare under Federal Income Tax Regulation Section 1.150-2 the Town's official intent that project costs may be paid from temporary advances of available funds and that the Town reasonably expects to reimburse any such advances from the proceeds of borrowings in an aggregate principal amount not in excess of the amount of borrowing authorized for the project; and to authorize a majority of the Selectmen and the Treasurer to amend such declaration of official intent as they deem necessary or advisable and to bind the Town pursuant to such representations and covenants as they deem necessary or advisable in order to maintain the continued exemption from federal income taxation of interest on the bonds or notes authorized by the resolution if issued on a tax-exempt basis, including covenants to pay rebates of investment earnings to the United States in future years;

(d) to authorize a majority of the Selectmen and the Treasurer to make representations and enter into written agreements for the benefit of holders of the bonds or notes to provide secondary market disclosure information, which agreements may include such terms as they deem advisable or appropriate in order to comply with applicable laws or rules pertaining to the sale or purchase of such bonds or notes;

(e) to authorize the First Selectman to execute all contracts and change orders with respect to the project; and to authorize any building committee as may be established from time-to-time for the project to act as a school building committee for the project, and to exercise such powers and duties consistent with its charge as are necessary or appropriate to complete the project;

(f) to authorize the Board of Education, the Superintendent of Schools or the Superintendent's designee, the Chairman of any building committee as may be established from time-to-time for the project, and other proper officers and officials of the Board of Education to apply for and accept state grants for the school project; and to authorize the Board of Selectmen, the First Selectman, the Treasurer, any building committee as may be established from time-to-time for the project and other proper officers of the Town to apply for and accept state grants and other grants for the project; and

(g) to authorize the Board of Selectmen, the Treasurer, the Board of Education, any building committee as may be established from time-to-time for the project and other proper officers of the Town to take any other action which is necessary or desirable to enable the Town to complete the project and to issue bonds or notes to finance the aforesaid appropriation.

2. Pursuant to the Town Charter and to Section 7-7 of the General Statutes of Connecticut, Revision of 1958, as amended, to adjourn said town meeting at its conclusion and to submit the aforesaid resolution to vote upon voting machines on Tuesday, June 2, 2015 between the hours of 6:00 a.m. and 8:00 p.m.

Electors and persons qualified to vote in town meetings who are not electors will vote at the following polling place: Colchester Town Hall, 127 Norwich Avenue in Colchester, Connecticut. The aforesaid resolution will be placed on the voting machines under the following heading:

"SHALL THE TOWN OF COLCHESTER APPROPRIATE AND AUTHORIZE THE BOARD OF SELECTMEN TO EXPEND A SUM NOT TO EXCEED \$48,860,000 FOR COSTS RELATED TO THE WILLIAM J. JOHNSTON MIDDLE SCHOOL PROJECT AND AUTHORIZE THE ISSUANCE OF BONDS AND NOTES TO FINANCE THE PORTION OF THE APPROPRIATION NOT DEFRAIDED FROM GRANTS?"

Voters approving said resolution will vote "Yes" and those opposing said resolution will vote "No." Absentee ballots will be available from the Town Clerk's office.

Dated at Colchester, Connecticut, this _____ day of _____, 2015,

Selectmen

Town Clerk

Town of Colchester
Use of Bond & BAN Proceeds
Dated: 10/16/19

(A)	(B)	(C)	(D)	(E)	(F)	(F)
Project	Amount Authorized	Previously Bonded	BANs Maturing on 10/16/2019	New Money 10/16/2019	Bonds 10/16/2019	BAN Issue Dated: 10/16/19 Due: 10/15/2020
William J. Johnston Middle School Project	\$48,860,000	\$12,000,000	\$8,850,000	\$1,035,000	\$7,040,000	\$2,845,000

Town of Colchester, Connecticut**FOR DISCUSSION PURPOSES ONLY**

\$7,040,000 Proposed October 2019 Bond Issue

Dated: 10/16/19

Debt Service Schedule

Part 1 of 3

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
10/16/2019	-	-	-	-	-
04/15/2020	-	-	122,515.56	122,515.56	-
06/30/2020	-	-	-	-	122,515.56
10/15/2020	-	-	123,200.00	123,200.00	-
04/15/2021	-	-	123,200.00	123,200.00	-
06/30/2021	-	-	-	-	246,400.00
10/15/2021	345,000.00	3.500%	123,200.00	468,200.00	-
04/15/2022	-	-	117,162.50	117,162.50	-
06/30/2022	-	-	-	-	585,362.50
10/15/2022	280,000.00	3.500%	117,162.50	397,162.50	-
04/15/2023	-	-	112,262.50	112,262.50	-
06/30/2023	-	-	-	-	509,425.00
10/15/2023	280,000.00	3.500%	112,262.50	392,262.50	-
04/15/2024	-	-	107,362.50	107,362.50	-
06/30/2024	-	-	-	-	499,625.00
10/15/2024	280,000.00	3.500%	107,362.50	387,362.50	-
04/15/2025	-	-	102,462.50	102,462.50	-
06/30/2025	-	-	-	-	489,825.00
10/15/2025	280,000.00	3.500%	102,462.50	382,462.50	-
04/15/2026	-	-	97,562.50	97,562.50	-
06/30/2026	-	-	-	-	480,025.00
10/15/2026	280,000.00	3.500%	97,562.50	377,562.50	-
04/15/2027	-	-	92,662.50	92,662.50	-
06/30/2027	-	-	-	-	470,225.00
10/15/2027	280,000.00	3.500%	92,662.50	372,662.50	-
04/15/2028	-	-	87,762.50	87,762.50	-
06/30/2028	-	-	-	-	460,425.00
10/15/2028	280,000.00	3.500%	87,762.50	367,762.50	-
04/15/2029	-	-	82,862.50	82,862.50	-
06/30/2029	-	-	-	-	450,625.00
10/15/2029	280,000.00	3.500%	82,862.50	362,862.50	-
04/15/2030	-	-	77,962.50	77,962.50	-
06/30/2030	-	-	-	-	440,825.00
10/15/2030	280,000.00	3.500%	77,962.50	357,962.50	-
04/15/2031	-	-	73,062.50	73,062.50	-
06/30/2031	-	-	-	-	431,025.00
10/15/2031	280,000.00	3.500%	73,062.50	353,062.50	-
04/15/2032	-	-	68,162.50	68,162.50	-
06/30/2032	-	-	-	-	421,225.00
10/15/2032	280,000.00	3.500%	68,162.50	348,162.50	-
04/15/2033	-	-	63,262.50	63,262.50	-
06/30/2033	-	-	-	-	411,425.00
10/15/2033	280,000.00	3.500%	63,262.50	343,262.50	-

Middle School \$7,040,000 | SINGLE PURPOSE | 9/15/2019 | 10:20 PM

Town of Colchester, Connecticut**FOR DISCUSSION PURPOSES ONLY****\$7,040,000 Proposed October 2019 Bond Issue****Dated: 10/16/19****Debt Service Schedule****Part 2 of 3**

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
04/15/2034	-	-	58,362.50	58,362.50	-
06/30/2034	-	-	-	-	401,625.00
10/15/2034	280,000.00	3.500%	58,362.50	338,362.50	-
04/15/2035	-	-	53,462.50	53,462.50	-
06/30/2035	-	-	-	-	391,825.00
10/15/2035	280,000.00	3.500%	53,462.50	333,462.50	-
04/15/2036	-	-	48,562.50	48,562.50	-
06/30/2036	-	-	-	-	382,025.00
10/15/2036	280,000.00	3.500%	48,562.50	328,562.50	-
04/15/2037	-	-	43,662.50	43,662.50	-
06/30/2037	-	-	-	-	372,225.00
10/15/2037	280,000.00	3.500%	43,662.50	323,662.50	-
04/15/2038	-	-	38,762.50	38,762.50	-
06/30/2038	-	-	-	-	362,425.00
10/15/2038	280,000.00	3.500%	38,762.50	318,762.50	-
04/15/2039	-	-	33,862.50	33,862.50	-
06/30/2039	-	-	-	-	352,625.00
10/15/2039	280,000.00	3.500%	33,862.50	313,862.50	-
04/15/2040	-	-	28,962.50	28,962.50	-
06/30/2040	-	-	-	-	342,825.00
10/15/2040	280,000.00	3.500%	28,962.50	308,962.50	-
04/15/2041	-	-	24,062.50	24,062.50	-
06/30/2041	-	-	-	-	333,025.00
10/15/2041	275,000.00	3.500%	24,062.50	299,062.50	-
04/15/2042	-	-	19,250.00	19,250.00	-
06/30/2042	-	-	-	-	318,312.50
10/15/2042	275,000.00	3.500%	19,250.00	294,250.00	-
04/15/2043	-	-	14,437.50	14,437.50	-
06/30/2043	-	-	-	-	308,687.50
10/15/2043	275,000.00	3.500%	14,437.50	289,437.50	-
04/15/2044	-	-	9,625.00	9,625.00	-
06/30/2044	-	-	-	-	299,062.50
10/15/2044	275,000.00	3.500%	9,625.00	284,625.00	-
04/15/2045	-	-	4,812.50	4,812.50	-
06/30/2045	-	-	-	-	289,437.50
10/15/2045	275,000.00	3.500%	4,812.50	279,812.50	-
06/30/2046	-	-	-	-	279,812.50
Total	\$7,040,000.00	-	\$3,412,865.56	\$10,452,865.56	-

Town of Colchester, Connecticut

FOR DISCUSSION PURPOSES ONLY

\$7,040,000 Proposed October 2019 Bond Issue

Dated: 10/16/19

Debt Service Schedule

Part 3 of 3

Yield Statistics

Bond Year Dollars	\$97,510.44
Average Life	13.851 Years
Average Coupon	3.5000000%
Net Interest Cost (NIC)	3.5000000%
True Interest Cost (TIC)	3.5000080%
Bond Yield for Arbitrage Purposes	3.5000080%
All Inclusive Cost (AIC)	3.5000080%

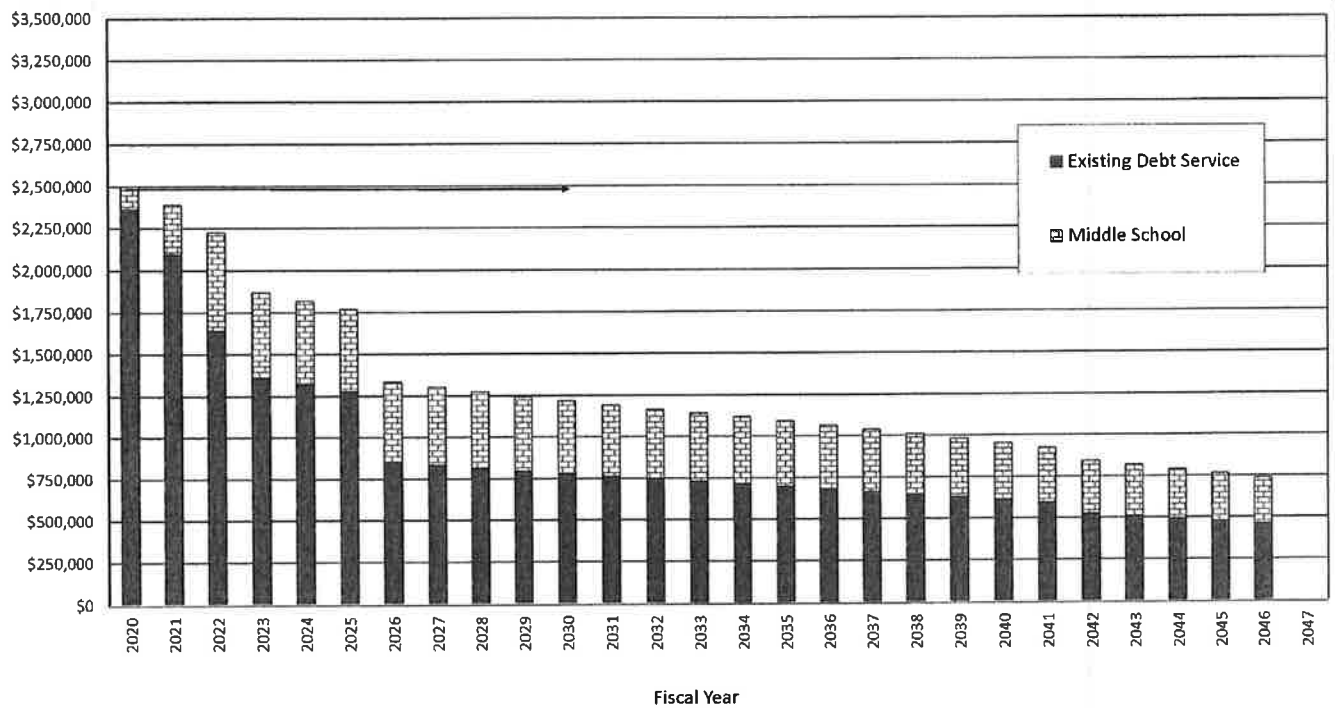
IRS Form 8038

Net Interest Cost	3.5000000%
Weighted Average Maturity	13.851 Years

Town of Colchester
Existing & Proposed Debt Service

(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)	(K)	(L)	(M)	(N)
								<i>Proposed Debt Service ==></i>					
Fiscal Year	Existing Bonded Debt Service			BANS \$8,850,000 Dated: Oct 2018 Due: Oct 2019 Interest rate @ 2.05%		Total Existing Debt Service	Annual Change	Middle School Bond Issue @ 3.50% Dated Oct 2019 \$7,040,000 (26 Year Bond)		2845000.00 BAN Issue for Middle School Dated: 10/2019 Due: 10/2020	Total Existing & Projected Debt Service		
	Principal	Interest	Bonded Debt Service	Principal	Interest			Principal	Interest	Interest	Principal	Interest	Total
2020	1,490,000	612,978	2,102,978	-	264,763	2,367,741		-	122,816	-	1,490,000	1,000,257	2,490,257
2021	1,550,000	546,128	2,096,128	-	-	2,096,128	(271,613)	0	246,400	49,788	1,550,000	842,315	2,392,315
2022	1,150,000	490,678	1,640,678	-	-	1,640,678	(455,450)	345,000	240,363	-	1,495,000	731,040	2,226,040
2023	910,000	449,178	1,359,178	-	-	1,359,178	(281,500)	280,000	229,425	-	1,190,000	678,603	1,868,603
2024	900,000	419,358	1,319,358	-	-	1,319,358	(39,820)	280,000	219,625	-	1,180,000	638,983	1,818,983
2025	890,000	389,483	1,279,483	-	-	1,279,483	(39,875)	280,000	209,825	-	1,170,000	599,308	1,769,308
2026	500,000	355,813	855,813	-	-	855,813	(423,670)	280,000	200,025	-	780,000	555,838	1,335,838
2027	500,000	333,313	833,313	-	-	833,313	(22,500)	280,000	190,225	-	780,000	523,538	1,303,538
2028	500,000	313,313	813,313	-	-	813,313	(20,000)	280,000	180,425	-	780,000	493,738	1,273,738
2029	500,000	293,313	793,313	-	-	793,313	(20,000)	280,000	170,625	-	780,000	463,938	1,243,938
2030	500,000	275,813	775,813	-	-	775,813	(17,500)	280,000	160,825	-	780,000	436,638	1,216,638
2031	500,000	260,813	760,813	-	-	760,813	(15,000)	280,000	151,025	-	780,000	411,838	1,191,838
2032	500,000	245,500	745,500	-	-	745,500	(15,313)	280,000	141,225	-	780,000	386,725	1,166,725
2033	500,000	229,875	729,875	-	-	729,875	(15,625)	280,000	131,425	-	780,000	361,300	1,141,300
2034	500,000	213,938	713,938	-	-	713,938	(15,938)	280,000	121,625	-	780,000	335,563	1,115,563
2035	500,000	197,375	697,375	-	-	697,375	(16,563)	280,000	111,825	-	780,000	309,200	1,089,200
2036	500,000	180,500	680,500	-	-	680,500	(16,875)	280,000	102,025	-	780,000	282,525	1,062,525
2037	500,000	163,313	663,313	-	-	663,313	(17,188)	280,000	92,225	-	780,000	255,638	1,035,638
2038	500,000	145,813	645,813	-	-	645,813	(17,500)	280,000	82,425	-	780,000	228,238	1,008,238
2039	500,000	128,000	628,000	-	-	628,000	(17,813)	280,000	72,625	-	780,000	200,625	980,625
2040	500,000	109,875	609,875	-	-	609,875	(18,125)	280,000	62,825	-	780,000	172,700	952,700
2041	500,000	91,750	591,750	-	-	591,750	(18,125)	280,000	53,025	-	780,000	144,775	924,775
2042	450,000	74,531	524,531	-	-	524,531	(67,219)	275,000	43,313	-	725,000	117,844	842,844
2043	450,000	58,219	508,219	-	-	508,219	(16,313)	275,000	33,688	-	725,000	91,906	816,906
2044	450,000	41,908	491,908	-	-	491,908	(16,313)	275,000	24,063	-	725,000	65,969	790,969
2045	450,000	25,313	475,313	-	-	475,313	(16,594)	275,000	14,438	-	725,000	39,750	764,750
2046	450,000	8,438	458,438	-	-	458,438	(16,875)	275,000	4,813	-	725,000	13,250	738,250
2047	-	-	-	-	-	-	(458,438)	-	-	-	-	-	-
2048	-	-	-	-	-	-	-	-	-	-	-	-	-
2049	-	-	-	-	-	-	-	-	-	-	-	-	-
	17,140,000	6,654,519	23,794,519	0	264,763	24,059,282		7,040,000	3,412,866	49,788	24,180,000	10,381,935	34,561,935

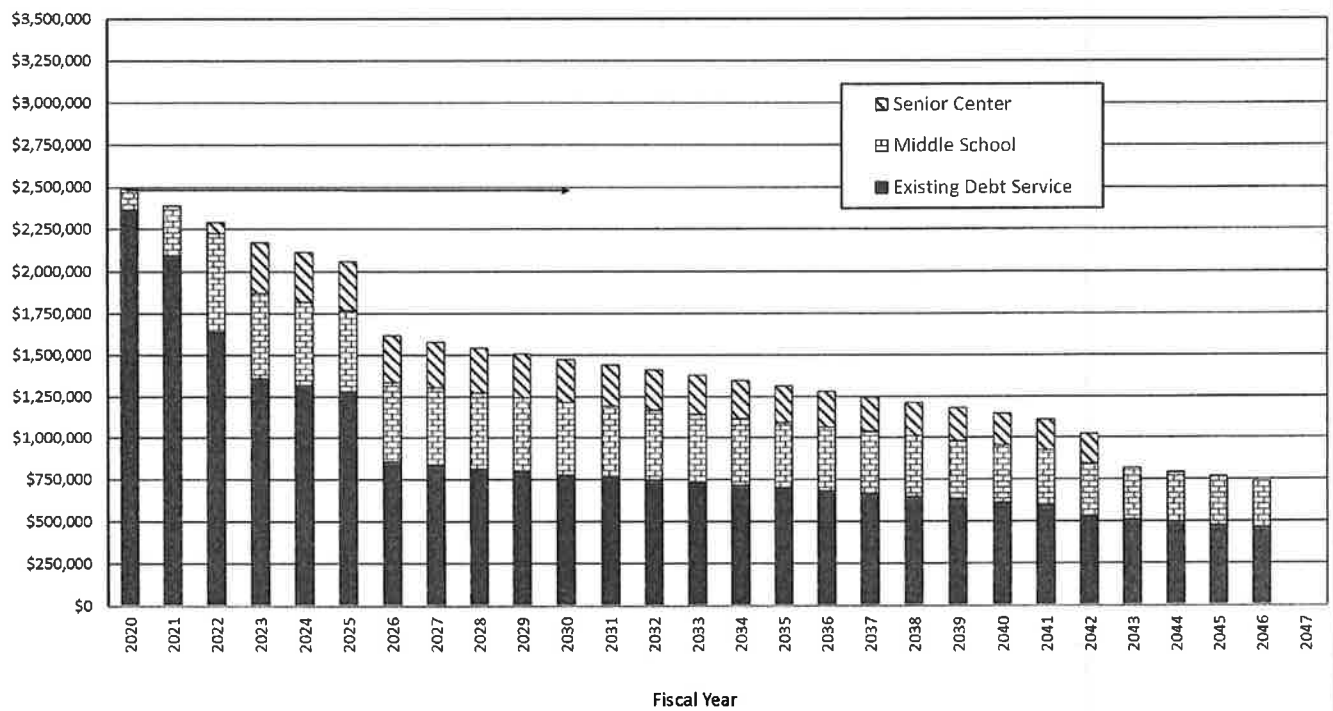
Existing & Proposed Debt Service Just Middle School



Town of Colchester
Existing & Proposed Debt Service (Middle School & Senior Center)

(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)	(K)	(L)	(M)	(N)	(O)	(P)	(T)
								Proposed Debt Service ==>								
	Existing Bonded Debt Service			BANS \$6,850,000 Dated: Oct 2016 Due: Oct 2019 Interest rate @ 2.05%		Total Existing Debt Service	Annual Change	Middle School Bond Issue @ 3.50% Dated Oct 2019 \$7,040,000 (26 Year Bond)		\$ 2,845,000.00 BAN Issue for Middle School Dated: 10/2019 Due: 10/2020 (20 Year Bond)	Senior Center Bond Issue @ 3.75% Dated Oct 2021 \$3,500,000 (20 Year Bond)		Total Existing & Projected Debt Service			Annual Change
Fiscal Year	Principal	Interest	Bonded Debt Service	Principal	Interest			Principal	Interest	Interest	Principal	Interest	Principal	Interest	Total	
2020	1,490,000	612,978	2,102,978	-	264,763	2,367,741		-	122,516	-	-	-	1,490,000	1,000,267	2,490,267	
2021	1,550,000	546,128	2,096,128	-	-	2,096,128	(271,613)	0	246,400	49,788	-	-	1,550,000	842,315	2,392,315	(97,942)
2022	1,150,000	490,678	1,640,678	-	-	1,640,678	(455,450)	345,000	240,363	-	-	85,625	1,495,000	796,665	2,291,665	(100,650)
2023	910,000	449,178	1,359,178	-	-	1,359,178	(281,500)	280,000	229,425	-	175,000	127,969	1,365,000	806,571	2,171,571	(120,094)
2024	900,000	419,358	1,319,358	-	-	1,319,358	(39,820)	280,000	219,625	-	175,000	121,406	1,355,000	760,389	2,115,389	(56,183)
2025	890,000	389,483	1,279,483	-	-	1,279,483	(39,875)	280,000	209,825	-	175,000	114,844	1,345,000	714,151	2,059,151	(56,238)
2026	500,000	355,813	855,813	-	-	855,813	(423,670)	280,000	200,025	-	175,000	108,281	955,000	664,119	1,619,119	(440,033)
2027	500,000	333,313	833,313	-	-	833,313	(22,500)	280,000	190,225	-	175,000	101,719	955,000	625,256	1,580,256	(38,863)
2028	500,000	313,313	813,313	-	-	813,313	(20,000)	280,000	180,425	-	175,000	95,156	955,000	588,894	1,543,894	(36,363)
2029	500,000	293,313	793,313	-	-	793,313	(20,000)	280,000	170,625	-	175,000	88,594	955,000	552,531	1,507,531	(36,363)
2030	500,000	275,813	775,813	-	-	775,813	(17,500)	280,000	160,825	-	175,000	82,031	955,000	518,669	1,473,669	(32,863)
2031	500,000	260,813	760,813	-	-	760,813	(15,000)	280,000	151,025	-	175,000	75,469	955,000	487,306	1,442,306	(31,363)
2032	500,000	245,500	745,500	-	-	745,500	(15,313)	280,000	141,225	-	175,000	68,906	955,000	455,831	1,410,831	(31,675)
2033	500,000	229,875	729,875	-	-	729,875	(15,625)	280,000	131,425	-	175,000	62,344	955,000	423,644	1,378,644	(31,888)
2034	500,000	213,938	713,938	-	-	713,938	(15,938)	280,000	121,625	-	175,000	55,781	955,000	391,344	1,346,344	(32,300)
2035	500,000	197,375	697,375	-	-	697,375	(16,563)	280,000	111,825	-	175,000	49,219	955,000	358,419	1,313,419	(32,925)
2036	500,000	180,500	680,500	-	-	680,500	(16,875)	280,000	102,025	-	175,000	42,656	955,000	325,181	1,280,181	(33,239)
2037	500,000	163,313	663,313	-	-	663,313	(17,188)	280,000	92,225	-	175,000	36,094	955,000	291,631	1,246,631	(33,550)
2038	500,000	145,813	645,813	-	-	645,813	(17,500)	280,000	82,425	-	175,000	29,531	955,000	267,769	1,212,769	(33,863)
2039	500,000	128,000	628,000	-	-	628,000	(17,813)	280,000	72,625	-	175,000	22,969	955,000	223,594	1,178,594	(34,175)
2040	500,000	109,875	609,875	-	-	609,875	(18,125)	280,000	62,825	-	175,000	16,406	955,000	189,106	1,144,106	(34,488)
2041	500,000	91,750	591,750	-	-	591,750	(18,438)	280,000	53,025	-	175,000	9,844	955,000	154,619	1,109,619	(34,800)
2042	450,000	74,531	524,531	-	-	524,531	(67,219)	275,000	43,313	-	175,000	3,281	900,000	121,125	1,021,125	(88,494)
2043	450,000	58,219	508,219	-	-	508,219	(16,313)	275,000	33,686	-	-	-	725,000	91,906	816,906	(204,216)
2044	450,000	41,906	491,906	-	-	491,906	(16,313)	275,000	24,063	-	-	-	725,000	65,969	790,969	(25,838)
2045	450,000	25,313	475,313	-	-	475,313	(16,594)	275,000	14,438	-	-	-	725,000	39,750	764,750	(26,216)
2046	450,000	8,425	458,425	-	-	458,425	(16,875)	275,000	4,813	-	-	-	725,000	13,250	738,250	(26,500)
2047	-	-	-	-	-	-	(458,438)	-	-	-	-	-	-	-	-	0
2048	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0
2049	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0
	17,140,000	6,654,519	23,794,519	0	264,763	24,059,282		7,040,000	3,412,866	49,788	3,500,000	1,376,125	27,680,000	11,760,050	39,440,050	

Existing & Proposed Debt Service Includes Middle School & Senior Center



Referendum Town-Side Costs			
WJMS	\$ 17,261,700.00		
2nd Gymnasium	\$ 2,275,000.00		
Pupil Services	\$ 1,127,532.00		
Bond Costs (WJMS & Pupil)	\$ 233,287.00		
TOTAL	\$ 20,897,519.00		
Rounded Figure	\$ 20,900,000.00		
			Project Costs
			8/31/2019
WJMS (Overall Project Costs)			\$ 43,638,911
Projected Ineligible Costs			
WJMS			
Bonding Costs		\$ 220,787	
WJMS Ineligible Construction at PCR		\$ 185,360	
WJMS Ineligible FF&E/Technology at PCR		\$ 779,480	
WJMS - Ineligible Change Orders (Assume 50%)		\$ 465,799	
WJMS - Pending Ineligible Change Orders (Assume 100%)		\$ 137,304	
WJMS - Additional Ineligible FF&E & Technology		\$ 321,596	
WJMS Ineligible Admin/Town Costs		\$ 45,000	
WJMS Projected Ineligible - Cost to Town			\$ 2,155,327
Total Eligible Costs			\$ 41,483,584
Pupil Services (Overall Project Costs)			\$ 1,247,485
Pupil Services			
Pupil Services - Bonding Costs		\$ 12,500	
Pupil Services Ineligible Construction at PCR		\$ 8,297	
Pupil Services Ineligible FF&E at PCR		\$ 5,687	
Pupil Services - Ineligible Change Orders (Assume 50%)		\$ 8,728	
Pupil Services - Pending Ineligible Change Orders (Assume 100%)		\$ 1,944	
Pupil Services - Additional Ineligible FF&E & Technology		\$ 7,916	
Pupil Services Ineligible Admin/Town Costs		\$ 15,000	
Pupil Services Projected Ineligible - Cost to Town			\$ 60,072
Total Eligible Costs			\$ 1,187,413
State Reimbursement Rate (61.43%) - WJMS			\$ 25,483,366
State Reimbursement Rate (30.72) - Pupil Serv.			\$ 364,773
Total State Reimbursement			\$ 25,848,139
Town Share of Total Costs (WJMS & Pupil)			\$ 19,038,257
Referendum - Town Side Costs		\$ 20,900,000	
OVERALL - COSTS TO TOWN (PROJECTED)		\$ 19,038,257	
Savings From Town Cost Budget (PROJECTED)		\$ 1,861,743	
WJMS & Pupil Grant Value		\$ 48,890,000	
WJMS & Pupil Projected Cost		\$ 44,886,396	
Savings Against Grant Value		\$ 4,003,604	
		\$ 47,250,000	
		\$ 43,638,911	
		\$ 3,611,089	
		\$ 1,640,000	
		\$ 1,247,485	
		\$ 392,515	

WJMS				
Architect	\$	2,179,601.36		
Professional	\$	1,095,727.33		
FF&E Technology	\$	2,605,976.51		
Relocation	\$	186,730.51		
	\$	6,068,035.71		
O&G GMP only	\$	37,606,592.00		
Other construction line costs	\$	6,492.15		
	\$	43,681,119.86	-179513	137304 \$ 43,638,910.86
PUPIL				
Architect	\$	75,557.50		
Professional	\$	55,589.24		
FF&E Technology	\$	88,793.09		
Relocation	\$	16,200.00		
	\$	236,139.83		
O&G GMP only	\$	1,044,115.00		
Other construction line costs	\$	1,000.00		
	\$	1,281,254.83	-35714	1944 \$ 1,247,484.83

FY 18/19

Town of Colchester
General Fund
Budget Transfer/Additional Appropriation

Department: Finance

Reason for Request: Payout of accrued leave time for unanticipated retirements of two employees in the Finance department during the fiscal year ended 6/30/19 (February and June). An interim Director of Finance provided services three days per week from February through June.

Reason for Available Funds: Contingency funds included in adopted budget


From:

Account Number	Account Name	Amount
11110-50900	Contingency	3,945

To:

11301-40101	Finance - Regular Salaries	3,945


Aug 28, 2019
Date Requested



Department Director or Supervisor - Signature

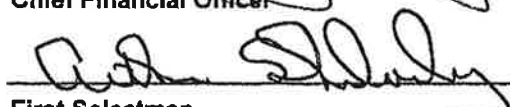
Print Name N. Maggie Cosgrove, CFO

8/28/19
Date Reviewed



Chief Financial Officer

8/29/19
Date Approved



First Selectman

Date Approved

Board of Selectmen Clerk

Date Approved

Board of Finance Clerk

Fy 18/19

Town of Colchester
General Fund
Budget Transfer/Additional Appropriation

Department: Insurances

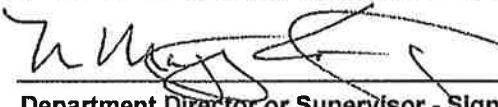
Reason for Request: Additional workers compensation insurance premiums associated with FY 2017-2018 workers compensation payroll audit

Reason for Available Funds: Contingency funds Included In adopted budget

From:	Account Number	Account Name	Amount
	11110-50900	Contingency	1,206
			
			


To:	Account Number	Account Name	Amount
	11701-41260	Insurance - Workers Compensation	1,206
			
			

Aug 28, 2019
Date Requested

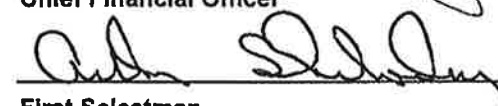

Department Director or Supervisor - Signature

Print Name N. Maggie Cosgrove, CFO

8/28/19
Date Reviewed


Chief Financial Officer

8/29/19
Date Approved


First Selectman

Date Approved

Board of Selectmen Clerk

Date Approved

Board of Finance Clerk

COA Meeting-September 9, 2019

Senior Center Building Committee was named at the Thursday, August 15, 2019 meeting of the Board of Selectmen. Rosemary Coyle is the Committee Liaison, Members include: Anthony Tarnowski, Marjorie Mlodziniski, Marilyn Turner, Sean Nadeau, Kevin Hastings, Joesph Ruiz, and Ron Silberman, with both Geraldine Transue and Madelyn Starkey serving as alternates.

Both Justine Kowinsky and Valerie Webster are doing well in their respective new roles. It is very nice to be fully staffed once again.

Community Café meals have been growing and we are gaining a few new regulars who are dining in more frequently.

I attended Travelfest 2020, sponsored by Friendship Tours on August 26th. As I receive the catalogs from our travel vendors, I will putting together an electronic Travel Survey to gauge interest levels before we make final selections for which trips we will be promoting.

September is National Senior Center Month and this year's theme is Senior Centers: the Key to Aging Well. We will be doing a number of themed programs, including the CSC Escape Room Challenge.

We had a good initial meeting for the Holiday Fair and will continue to hold monthly meetings, as we prepare for our special fundraising event.

Renter's Rebate season will be ending on October 1st. Energy Assistance season will begin in September but appointments will be held through the Youth and Social Services office, ongoing.

We will be having a Falls Prevention Workshop & Brunch sponsored by Chestelm on Monday, September 23rd at 10:00 a.m. for the first day of fall.

We are promoting the SECT Regional event and selling tickets through our office. This year's event will be held in the evening at Langley's Restaurant in Waterford and the Corvettes will be performing. There will be hot and cold hors d'oeuvres and a cash bar.

Attendance & Meals Served:

- Meals served in July: on site: 184 MOW: 317
- Monthly Transports in July: 819
- Monthly Attendance in July: 2193
- Total Membership: 1323