

Gregg Schuster



First Selectman

RECEIVED
COLCHESTER, CT
2010 AUG 30 PM 1:54

Mary A. Bray
MARY A. BRAY

**Board of Selectmen Regular Meeting Agenda
Thursday, September 2, 2010
Colchester Town Hall**

Meeting Room 1 – 7:00pm

1. Call to Order
2. Additions to the Agenda
3. Approve Minutes of the August 19, 2010 Public Hearing
4. Approve Minutes of the August 19, 2010 Board of Selectmen Regular Meeting
5. Citizen's Comments
6. Boards and Commissions – Interviews and/or Possible Appointments and Resignations
 - a. Senior Center Study Group. To extend the term of the Senior Center Study Group for one year to expire on 10/15/2011
 - b. Senior Center Study Group. Member Winifred Standish to be reappointed for a one-year term to expire 10/15/2011
 - c. Senior Center Study Group. Member Theresa Hendricksen to be reappointed for a one-year term to expire 10/15/2011
 - d. Senior Center Study Group. Member Jody Barr to be reappointed for a one-year term to expire 10/15/2010
 - e. Senior Center Study Group. Member Jack Faski to be reappointed for a one-year term to expire 10/15/2011
 - f. Senior Center Study Group. Member Pam Scheibelein to be reappointed for a one-year term to expire 10/15/2011
 - g. Senior Center Study Group. Member Goldie Liverant to be reappointed for a one-year term to expire 10/15/2011

- h. Senior Center Study Group. Member Patricia Nardella to be reappointed for a one-year term to expire 10/15/2011
 - i. Senior Center Study Group. Member Michelle Komoroski to be reappointed for a one-year term to expire 10/15/2011
 - j. Senior Center Study Group. Member Norman Dupuis to be reappointed for a one-year term to expire 10/15/2011
 - k. Senior Center Study Group. Alternate Donna Skawinski to be reappointed for a one-year term to expire 10/15/2011
7. Budget Transfers –
 8. Tax Refunds & Rebates
 9. Discussion and Possible Action on Approval of Consultant Contract for Senior Center Study Group
 10. Discussion and Possible Action on Fire Suppression Standpipe System for LAH Route 2
 11. Discussion and Possible Action on Kabera Parcel Acquisition
 12. Discussion and Possible Action on Discontinuance of Old Prospect Road between Southerly Limit of Route 2 and current Prospect Road
 13. Discussion and Possible Action on Mail System Contract with Pitney Bowes
 14. Discussion and Possible Action on Town Policy Manual
 15. Citizen's Comments
 16. First Selectman's Report
 17. Liaison Report
 18. Adjourn

Gregg Schuster



First Selectman

RECEIVED
COLCHESTER, CT
2010 AUG 20 AM 10:07
Nancy A. Bray
NANCY A. BRAY
TOWN CLERK

**Public Hearing Minutes
Thursday, August 19, 2010
Colchester Town Hall**

Meeting Room 1 – 7:00pm

PRESENT: First Selectman Gregg Schuster, Selectman Greg Cordova, Selectman Rosemary Coyle, Selectman James Ford, Derrick Kennedy, Timothy York, Patti White, Jason Cohen, Robert Tarlov, Ryan Blessing, Katy Naly, and Al Hemingway.

1. **Call to Order**
First Selectman G. Schuster called the public hearing to order at 7:00pm.
2. **Discussion on acceptance of Founders Way and Usher Swamp Road as Town Roads**
No comments.
3. **Adjourn**
Selectman R. Coyle moved to adjourn at 7:01pm, seconded by Selectman G. Cordova. Unanimously approved. MOTION CARRIED.

Gregg Schuster



First Selectman

Board of Selectmen Regular Meeting Minutes
Thursday, August 19, 2010
Colchester Town Hall

RECEIVED
COLCHESTER, CT
2010 AUG 20 AM 10:06
NANCY A. BRAY
Nancy A. Bray

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

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

MEMBERS ABSENT: Selectman Stan Soby

OTHERS PRESENT: Derrik Kennedy, Timothy York, Patti White, Jason Cohen, Robert Tarlov, Ryan Blessing, Katy Naly, and Al Hemingway.

1. **Call to Order**
First Selectman G. Schuster called the meeting to order at 7:01pm.
2. **Additions to the Agenda**
None
3. **Approve Minutes of the August 5, 2010 Board of Selectmen Regular Meeting**
R. Coyle moved to approve the minutes of the August 5, 2010 Board of Selectmen Regular Meeting with the revision of agenda item #6a to state "with regret" after "Economic Development Commission" instead of after "S. Soby," seconded by G. Cordova. Unanimously approved. MOTION CARRIED.
4. **Citizen's Comments**
None
5. **Boards and Commissions – Interviews and/or Possible Appointments and Resignations**
None
6. **Budget Transfers**
None
7. **Tax Refunds & Rebates**
R. Coyle moved to approve tax refunds in the amount of \$33.34 to Ashley McKenna, \$12.03 to Susan Bailey, \$130.37 to Jerry & Diane Perkins, \$44.62 to David & Anne Fitzgerald, \$5.01 to Arlene Probus, \$6.27 to Robert Ehlers, and \$32.34 to Allan Pellatier, seconded by G. Cordova. Unanimously approved. MOTION CARRIED.
8. **Proclamation for Colchester Rotary Celebrating their 50th Anniversary**
R. Coyle moved to approve the proclamation for the Colchester Rotary Club to celebrate the Rotary's 50th anniversary in Colchester, seconded by J. Ford. Unanimously approved. MOTION CARRIED

9. **Discussion and Possible Action on Senior Center Job Descriptions**
R. Coyle moved to approve the senior center job descriptions as presented, seconded by G. Cordova. Unanimously approved. MOTION CARRIED.

10. **Discussion and Possible Action on Senior Center Title III Grant Contract Extension and Resolution**
G. Cordova moved to approve the resolution stating that the Board of Selectmen for the Town of Colchester hereby empower the First Selectman, Gregg Schuster, to enter into and amend contractual instruments in the name and on behalf of the Town of Colchester with the Eastern Connecticut Agency on Aging and to affix the corporate seal, seconded by J. Ford. Unanimously approved. MOTION CARRIED.

R. Coyle moved to approve the resolution stating that Board of Selectmen for the Town of Colchester hereby authorize the First Selectman, Greg Schuster, to certify that the town of Colchester has adopted as its policy to support the nondiscrimination agreements and warranties required under Connecticut General Statutes 4a-60 (a) (1) and 4a-60a (a) (1), as amended in State of Connecticut Public Act 07-245 and sections 9 (a) (1) and 10 (a) (1) of Public Act 07-142, seconded by G. Cordova. Unanimously approved. MOTION CARRIED.

11. **Discussion and Possible Action on Automatic External Defibrillator at Recreation Complex**
G. Cordova moved to approve the installation of automatic external defibrillators at the recreation complex, seconded by R. Coyle. Discussion on security of AED box. Unanimously approved. MOTION CARRIED.

12. **Discussion and Possible Action on Acceptance of Founders Way and Usher Swamp Road as Town Roads and Reduction of Subdivision Bond by \$19,872**
R. Coyle moved that the Town accept Founders Way and the improved portion of Usher Swamp Road contained within the Whispering Winds Subdivision as town roads and the Town reduce the existing subdivision bond by \$19,872.00, leaving a bond balance of \$56,468.00, as recommended by the Town Engineer, seconded by G. Cordova. Unanimously approved. MOTION CARRIED.

13. **Discussion and Possible Action on Building Permit Late Fees**
Board agreed to proceed with the creation of a formal proposal to be considered at a future Board of Selectmen meeting.

14. **Discussion and Possible Action on Board and Commission Handbook**
G. Cordova moved to accept the board and commission handbook, as amended, seconded by J. Ford. Unanimously approved. MOTION CARRIED.

15. **Discussion and Possible Action on Town Policy Manual**
Board took no action

16. **Discussion on Town Studies and Plans**
Board took no action

17. **Citizen's Comments**
None

18. First Selectman's Report

First Selectman's G. Schuster reported: the RFP for revaluation of real property for grand list 2011 has been sent out and the Town is awaiting bids, there has been an unidentified smell in the Town Clerk's Office this week and an air quality technician has been in to investigate, the Board of Finance was presented with a plan to replace aging town vehicles over a ten-year time frame, an open space acquisition in White Oak Development is imminent, and he recently took a tour of the KX Dispatch center and recommends others to do so as well.

19. Liaison Report

J. Ford commented on the Conservation Commission and the Health District Task Force.
R. Coyle commented on the CHVFD Officers Meeting and the Commission on Aging.

20. Adjourn

J. Ford moved to adjourn at 7:42pm, seconded by R. Coyle. Unanimously approved.
MOTION CARRIED.

Respectfully submitted,



Derrick M. Kennedy
Executive Assistant to the First Selectman

Attachments:

- Memo from Patti White, Senior Center Director, regarding extension of Title III grant
- Memo from Patti White, Senior Center Director, regarding revised job descriptions and revised job descriptions
- Memo from Sal Tassone, Town Engineer, regarding acceptance of town roads and bond reduction

Colchester Senior Center

To: Board of Selectmen

From: Patti White, Senior Services Director

Re: Need Resolutions Passed for Title III Grant Contract Execution

Date: 8/13/2010

This is a request for the Board of Selectmen to adopt the following resolutions which are required by the local Area on Aging which is the fiduciary agency for the Federal Title II \$9,998.19 grant funds that we have been awarded for our Making Memories program.

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

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

Recommended Actions:

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

BE IT RESOLVED that the Board of Selectmen for the Town of Colchester hereby authorize the First Selectman, Greg Schuster, to certify that the town of Colchester has adopted as its policy to support the nondiscrimination agreements and warranties required under Connecticut General Statutes 4a-60 (a) (1) and 4a-60a (a) (1), as amended in State of Connecticut Public Act 07-245 and sections 9 (a) (1) and 10 (a) (1) of Public Act 07-142.

Senior Center

To: Board of Selectmen

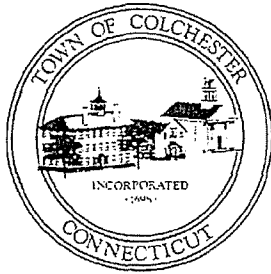
From: Patti White

Re: Request for approval of Senior Center Bus Driver job descriptions

Date: August 16, 2010

Over the years there appears to have been several bus driver job descriptions written that are outdated and do not accurately reflect the actual work being done by the drivers. This is an effort to update the descriptions to fit with the current needs of the senior center transportation operations.

Recommended action: That the Board of Selectmen approve the four proposed bus driver job descriptions for the senior center (Full - Time Bus Driver, Part-Time Bus Driver, Per Diem Bus Driver and Part Time Municipal Matching Grant Bus Driver) as presented.



Town of Colchester Job Description

Senior Center Per Diem Driver

GENERAL STATEMENT OF DUTIES

Provide general transportation for elderly/disabled individuals to and from appointments.

WORK SCHEDULE

Upon request as the need arises.

SUPERVISOR

Works under the direct supervision of the Senior Services Director

ESSENTIAL DUTIES

- Transport clients to and from appointments.
- Maintain daily logs, mileage reports and other forms as required.
- Record all malfunctions and vehicle service needs to the Senior Center Director and Town's Fleet Maintenance staff.
- Maintain safety of clients while providing transportation, reporting client safety issues promptly as they arise.

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES

- Ability to cope with the needs of the elderly
- Ability to drive a passenger van and/or a 14 passenger bus.
- Specific vision abilities required for this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

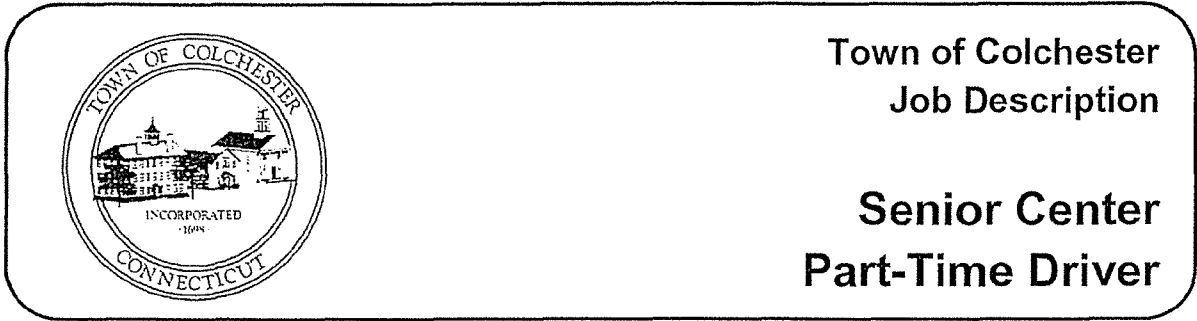
EDUCATION AND EXPERIENCE

- Maintain and provide proof of valid CT driver's license
- Attain and maintain a public service license or be able to obtain one within thirty (30) days of hire.
- Be willing to obtain a CDL
- High School Diploma or Equivalent
- One year of public service driving

WORK ENVIRONMENT

It is the policy of the Town of Colchester to provide a safe and healthy workplace for all employees. The Town of Colchester is committed to reducing and controlling the frequency and severity of work-related accidents. It is the responsibility of every employee to report all accidents, incidents and occupational illnesses, as well as any perceived hazardous conditions. While performing the duties of employment, it is the employee's responsibility to work in a safe and responsible manner. This includes following both OSHA and Town of Colchester safety policies.

*This job description is not all-inclusive and is subject to change by the Board of Selectmen at any time.
Per-Diem; non-union; hourly; non-exempt*



GENERAL STATEMENT OF DUTIES

Provide general transportation for elderly/disabled individuals to and from appointments.

WORK SCHEDULE

20 hours per week (9:00-2:00) Monday-Friday

SUPERVISOR

Works under the direct supervision of the Senior Services Director

ESSENTIAL DUTIES

- Transport clients to and from appointments.
- Maintain daily logs, mileage reports and other forms as required.
- Record all malfunctions and vehicle service needs to the Senior Center Director and Town's Fleet Maintenance staff.
- Maintain safety of clients while providing transportation, reporting client safety issues promptly as they arise.

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES

- Ability to cope with the needs of the elderly.
- Ability to drive a passenger van and/or a 14 passenger bus.
- Specific vision abilities required for this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

EDUCATION AND EXPERIENCE

- Maintain and provide proof of valid CT driver's license
- Attain and maintain a public service license or be able to obtain one within thirty (30) days of hire.
- Be willing to obtain a CDL
- High School Diploma or Equivalent
One year of public service driving

WORK ENVIRONMENT

It is the policy of the Town of Colchester to provide a safe and healthy workplace for all employees. The Town of Colchester is committed to reducing and controlling the frequency and severity of work-related accidents. It is the responsibility of every employee to report all accidents, incidents and occupational illnesses, as well as any perceived hazardous conditions. While performing the duties of employment, it is the employee's responsibility to work in a safe and responsible manner. This includes following both OSHA and Town of Colchester safety policies.

*This job description is not all-inclusive and is subject to change by the Board of Selectmen at any time.
Part-time; non-union; hourly; non-exempt*



**Town of Colchester
Job Description**

**Senior Center
Full-Time Driver**

GENERAL STATEMENT OF DUTIES

Provide general transportation for elderly/disabled individuals to and from appointments.

WORK SCHEDULE

35 hours per week (8:00-3:30) Monday-Friday

SUPERVISOR

Works under the direct supervision of the Senior Services Director.

ESSENTIAL DUTIES

- Transport clients to and from appointments.
- Maintain daily logs, mileage reports and other forms as required.
- Record all malfunctions and vehicle service needs to the Senior Center Director and Town's Fleet Maintenance staff.
- Maintain safety of clients while providing transportation, reporting client safety issues promptly as they arise.

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES

- Ability to cope with the needs of the elderly.
- Ability to drive a commercial vehicle bus.
- Specific vision abilities required for this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

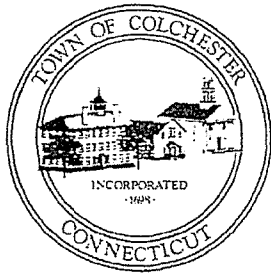
EDUCATION AND EXPERIENCE

- Maintain and provide proof of valid CT CDL
- High School Diploma or Equivalent
- One year of public service CDL driving

WORK ENVIRONMENT

It is the policy of the Town of Colchester to provide a safe and healthy workplace for all employees. The Town of Colchester is committed to reducing and controlling the frequency and severity of work-related accidents. It is the responsibility of every employee to report all accidents, incidents and occupational illnesses, as well as any perceived hazardous conditions. While performing the duties of employment, it is the employee's responsibility to work in a safe and responsible manner. This includes following both OSHA and Town of Colchester safety policies.

*This job description is not all-inclusive and is subject to change by the Board of Selectmen at any time.
Full-time; non-union; hourly; non-exempt*



**Town of Colchester
Job Description**

**Senior Center
Matching Grant Driver/Scheduler (PT)**

GENERAL STATEMENT OF DUTIES

Schedule and provide transportation for seniors and disabled individuals to non-emergency medical appointments, shopping and special social events. Serve as a back up driver to the regular drivers.

WORK SCHEDULE

Approximately 32 hours per week Monday-Friday. Flexible hours as-needed. Some evenings and weekends required.

SUPERVISOR

Works under the direct supervision of the Senior Services Director

ESSENTIAL DUTIES

- Schedule transportation for clients to non emergency medical/social appointments.
- Transport clients to and from appointments.
- Maintain daily logs, mileage reports and other forms as required.
- Record all malfunctions and vehicle service needs to the Senior Center Director and Town's Fleet Maintenance staff.
- Maintain safety of clients while providing transportation, reporting client safety issues promptly as they arise.

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES

- Ability to cope with the needs of the elderly
- Ability to drive a passenger van and/or a 14 passenger bus
- Specific vision abilities required for this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

EDUCATION AND EXPERIENCE

- Maintain and provide proof of valid CT driver's license
- Attain and maintain a public service license or be able to obtain one within thirty (30) days of hire.
- Be willing to obtain a CDL
- High School Diploma or Equivalent
- One year of public service driving

WORK ENVIRONMENT


It is the policy of the Town of Colchester to provide a safe and healthy workplace for all employees. The Town of Colchester is committed to reducing and controlling the frequency and severity of work-related accidents. It is the responsibility of every employee to report all accidents, incidents and occupational illnesses, as well as any perceived hazardous conditions. While performing the duties of employment, it is the employee's responsibility to work in a safe and responsible manner. This includes following both OSHA and Town of Colchester safety policies.

*This job description is not all-inclusive and is subject to change by the Board of Selectmen at any time.
Part-time; non-union; hourly; non-exempt*

July 20, 2010
Code Administration
Building Official
Fire Marshal
Wetlands Enforcement



Planning and Zoning
Planning Director
Zoning Enforcement
Town Engineer

To: Colchester Board of Selectmen
From: Salvatore A. Tassone P.E. – Town Engineer 
Re: Whispering Winds Subdivision, Usher Swamp Road and Founders Way
Owner/Developer – Edward Development Co. LLC, Ed Riccio.
New/current Owner/Developer – Whispering Winds Estates LLC –
James Marino

The current owner of the referenced subdivision has requested that Founders Way and the improved section of Usher Swamp Road contained within the referenced Subdivision be accepted by the Town of Colchester as town roads (see attached map for road locations) and accordingly, the subdivision bond be reduced to the 10% maintenance bond level required by the Town's Road Ordinance.

As of July 20, 2010, all of the required public improvements have been completed and are in good condition. In addition, all necessary documents and as-built plans have been submitted as required. It is therefore recommended that the Town accept Founders Way and the improved portion of Usher Swamp Road contained within the Whispering Winds Subdivision as town roads.

In Addition, the town is currently holding Subdivision Surety Bond No. 5023486 by Bond Safeguard Insurance Company for a total of \$76,340.00. The required 10% road maintenance bond is \$56,468.00. It is therefore recommended that the Subdivision Surety Bond be reduced by \$19,872.00 **leaving a bond balance of \$56,468.00** which is to remain in effect for a period of 1 year from the date the Town accepts the subdivision roads as town roads.

Recommended motion:

Motion that the Town of Colchester accept Founders Way and the improved portion of Usher Swamp Road contained within the Whispering Winds Subdivision as town roads and that the Town reduce the existing subdivision bond by \$19,872.00, leaving a bond balance of \$56,468.00 as recommended by the Town Engineer.

Colchester Senior Center

To: Board of Selectmen

From: Patti White, Senior Services Director

Re: Approval of Contract with Consultant to work with Senior Center Study Group

Date: 8/27/2010

In their efforts to reach a consensus on a recommendation to the Board of Selectmen regarding a new senior center, the Senior Center Study Group has reviewed and approved the attached contract with a consultant to assist them in this process.

This is a request for the Board of Selectmen to approve the contract and to empower the First Selectman to sign/execute said contract. The compensation of the contract shall not exceed \$2,200.00. These funds will come from either the Community Center Building Fund or the Senior Center Donation Account.

Recommended Actions:

BE IT RESOLVED that the Board of Selectmen approve the attached contract with Dawn Homer-Bouthiette and authorize the First Selectman to sign and execute the contract.

INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is entered into as of the 1st day of September, 2010, by and between the Colchester Senior Center ("the Agency"), and Dawn Homer-Bouthiette, ("the Contractor") and shall remain in full effect until December 31, 2010.

1. Independent Contractor. Subject to the terms and conditions of this Agreement, the Agency hereby engages the Contractor as an independent contractor to perform the services set forth herein, and the Contractor hereby accepts such engagement.
2. Duties, Term, and Compensation. The Contractor's duties, term of engagement, compensation and provisions for payment thereof shall be as set forth in and attached as Exhibit A. Exhibit A may be amended in writing and hereby incorporated by reference.
3. Expenses. During the term of this Agreement, the Contractor shall bill and the Agency shall reimburse for all reasonable and pre-approved out-of-pocket expenses which are incurred in connection with the performance of the duties hereunder and in accordance with the tasks described in Exhibit A.
4. Written Reports and Other Communications. The Agency may request that project plans, progress reports and a final report be provided by the Consultant on a monthly basis. Any and all reports shall meet the timeframe, format, content and data requirements as reasonably requested by the Agency.
5. Confidentiality. The Contractor acknowledges that during the engagement she will have access to and become acquainted with various processes, information, records and specifications regarding the Agency in connection with the operation of its business including, without limitation, the Agency's business and product processes, methods, customer lists, accounts and procedures. The Contractor agrees that she will not disclose any of the aforesaid, directly or indirectly, or use any of them in any manner, either during the term of this Agreement or at any time thereafter, except as required in the course of this engagement with the Agency. All files, records, documents, blueprints, specifications, information, letters, notes, media lists, original artwork/creative, notebooks, and similar items relating to the business of the Agency, whether prepared by the Contractor or otherwise coming into her possession, shall remain the exclusive property of the Agency. The Contractor shall not retain any copies of the foregoing without the Agency's prior written permission. Upon the expiration or earlier termination of this Agreement, or whenever requested by the Agency, the Contractor shall immediately deliver to the Agency all such files, records, documents, specifications, information, and other items in her possession or under her control.
6. Conflicts of Interest. The Contractor represents that she is free to enter into this Agreement and that this engagement does not violate the terms of any agreement between the Contractor and any third party. During the term of this agreement, the Contractor shall devote as much of her productive time, energy and abilities to the performance of her duties hereunder as is necessary to perform the required duties

in a timely and productive manner. The Contractor is expressly free to perform services for other parties while performing services for the Agency.

7. Termination. The Agency may terminate this Agreement at any time by ten (10) working days' written notice to the Contractor.

8. Independent Contractor. This Agreement shall not render the Contractor an employee, partner, agent of, the Agency for any purpose. The Contractor is and will remain an independent contractor in her relationship to the Agency. The Agency shall not be responsible for withholding taxes with respect to the Contractor's compensation hereunder. The Contractor shall have no claim against the Agency hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

9. Assignment. The Contractor shall not assign any of her rights under this Agreement, or delegate the performance of any of her duties hereunder, without the prior written consent of the Agency.

10. Notices. Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if personally served, or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand or other communication is given by mail, such notice shall be conclusively deemed given five days after deposit thereof in the United States mail addressed to the party to whom such notice, demand or other communication is to be given as follows:

If to the Contractor: Dawn L. Homer-Bouthiette
216 Newgate Road
East Granby, CT 06026 860-653-9489

If to the Agency: Gregg Schuster, First Selectmen
Town of Colchester
127 Norwich Avenue
Colchester, CT 06415 860- 537-7220

Any party hereto may change its address for purposes of this paragraph by written notice given in the manner provided above.

11. Modification or Amendment. No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.

12. Entire Understanding. This document and any exhibit attached constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.

13. Unenforceability of Provisions. If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above. The parties hereto agree that facsimile signatures shall be as effective as if originals.

For The Agency:

For the Contractor:

By: _____
Gregg Schuster, First Selectmen

By: _____
Dawn Homer-Bouthiette, Contractor

Date: _____

Date: _____

|

EXHIBIT A

DUTIES, TERM, AND COMPENSATION

Project: Colchester Senior Center Study Group

Term: September 1, 2010 – December 31, 2010

Duties: The duties assigned and accepted during the term of this Agreement shall be consistent with the mission of the Colchester Senior Center, the charge of the Senior Center Study Committee and may include but need not be limited to:

- **Project-related research;**
- **Community survey design and analysis;**
- **Technical assistance and consultation services;**
- **Meeting planning, facilitation and follow-up; and**
- **Other reasonable duties requested within the Consultant's scope of expertise.**

Compensation: Compensation shall be rendered at an hourly rate of \$50.00 for an average of eleven (11) hours per month billable monthly, not to exceed a maximum of \$2,200 during the term of this Agreement.

Project Schedule & Deliverables

September 2010

- **Finish research**
- **Finalize Project work plan**
- **Finalize community survey tools & timeline**

October, 2010

- **Project Status Update**
- **Complete SWOT Analysis**

November, 2010

- **Project Status Update**
- **Review information from SWOT**
- **Review preliminary survey results**
- **Negotiate and vote on recommendations**

December, 2010

- **Finalize Committee Report**

Memo



Date: 8/17/2010

To: Gregg Schuster CEO, Town of Colchester Ct, 1st Selectman

Cc: BOS, D. Kennedy

From: Fire Chief Walt Cox *wjc*

RE: Fire Suppression Standpipe System for LAH Route 2

I am requesting to be put on the agenda for the September 02, 2010 BOS meeting to seek approval of the agreement between the CT DOT and the Town of Colchester for the installation of a fire suppression standpipe system on the Mill Hill overpass on Route 2.

The installation of these systems would greatly enhance the fire department's ability to efficiently and safely move large amounts of water for fire suppression purposes in the event of a significant emergency on Route 2.

"Recommended Motion" –Motion for approval for the Town of Colchester to enter into agreement with CT DOT for the installation and maintenance of, at LAH Route 2 overpass locations, fire suppression systems for the expressed purpose of adequate water supply for fire department use.

WJC

8/17/2010



STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION



2800 BERLIN TURNPIKE, P.O. BOX 317546
NEWINGTON, CONNECTICUT 06131-7546

Phone:

August 12, 2010

Gregg B. Schuster
First Selectman
Town of Colchester
127 Norwich Avenue, Suite 201
Colchester, CT 06415

Dear Mr. Schuster:

**Subject: Fire Suppression Standpipe System
Master Agreement No. TBD**

The Connecticut Department of Transportation is committed to installing Fire Suppression Standpipe Systems on bridges on the State's Highway System. Along with this commitment the Department seeks the cooperation of the respective Municipal Fire Department to respond promptly to emergencies on the concerned bridges and participate in initial and periodic testing of the Standpipe System to ensure that it is at ready when needed. Contact has been made with the Assistant Fire Chief in development of the design to meet the Fire Department's needs.

The enclosed Agreement (two originals) outlines the duties and responsibilities of the City and the State.

To facilitate execution of the Agreement your attention is directed to the following items:

1. The date in the introduction is to be left blank and will be inserted upon signature by the State's Transportation Engineering Administrator.
2. The State's Attorney General requires that a Certificate of Signatory, either in the form of a quoted excerpt from the minutes of a meeting, a Resolution or any other disclosure listing you, specifically by name, as the official authorized to bind the City to a contract, be returned with the signed agreements. The person preparing the Certificate should sign it as a true copy, date it and affix the City seal thereon.
3. The written execution of your authorized signatory is to be dated and the City seal is to be affixed in the appropriate spaces.
4. When the Agreement is executed, both originals of the Agreement and a copy of the Certificate of Signatory are to be returned in the self-addressed envelope provided within forty-five (45) days.

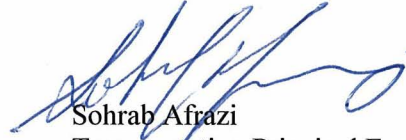
10-08-13A11:04 RCVD

Mr. Greg B. Schuster

2

Upon execution by the State, a fully executed Agreement will be returned for your files. Inquiries regarding this matter may be directed to Mr. Derek Brown of the Utilities Section, at telephone number, (860) 594-2555.

Very Truly Yours,

A handwritten signature in blue ink, appearing to read 'Sohrab Afrazi', is written over the typed name.

Sohrab Afrazi
Transportation Principal Engineer
Bureau of Engineering
and Construction

Enclosures

cc: Donald Lee, Assistant Fire Chief

MASTER AGREEMENT
BETWEEN THE STATE OF CONNECTICUT
AND
THE TOWN OF COLCHESTER

REGARDING THE INSTALLATION OF
FIRE SUPPRESSION STANDPIPE SYSTEMS
ON BRIDGES AT VARIOUS LOCATIONS

THIS AGREEMENT, concluded at Newington, Connecticut, this _____ day of _____, A.D. 20___, by and between the State of Connecticut, Department of Transportation, Jeffrey A. Parker, Commissioner, acting herein by James H. Norman, P.E., Engineering Administrator, Bureau of Engineering and Construction, duly authorized, hereinafter referred to as the State, and the Town of Colchester, 127 Norwich Avenue, Suite 201, Colchester, Connecticut 06415, acting herein by Gregg B. Schuster, First Selectman, hereunto duly authorized, hereinafter referred to as the Municipality (hereinafter collectively referred as the "Parties").

WITNESSETH, THAT:

WHEREAS, the Municipality and the State agree that providing fire protection on bridges that are part of the State Highway System is prudent; and

WHEREAS, the Municipality requested and the State agreed to the installation of a Fire Suppression Standpipe System, hereinafter referred to as the System, on bridges at the locations listed in "Exhibit A," in the Town of Colchester; and

WHEREAS, the installation of the System(s), requires that the Municipality and the State enter into an Agreement for construction, maintenance, inspection and testing of the System(s); and

WHEREAS, the Commissioner has, in accordance with the Connecticut General Statutes Section 13b-26, the power to make such alterations in the State Highway System as he may, from time to time, deem necessary; and

WHEREAS, the State and the Municipality wish to memorialize their understandings concerning their respective duties, rights, liabilities and obligations whenever the Commissioner of Transportation determines that the System(s) will be installed on bridges that are part of the State Highway System.

NOW, THEREFORE, FOR GOOD AND OTHER VALUABLE CONSIDERATION:
THE PARTIES HERETO AGREE AS FOLLOWS:

THE STATE SHALL:

- 1.01 Furnish and hire a Contractor to install the System(s) including piping, valves, drains and any appropriate items required for the installation of the System(s).
- 1.02 Provide the Municipality with plans and specifications of the System(s) for review and comment during the design process.
- 1.03 Inspect and maintain the entire System(s). The maintenance of the functional aspects of the System(s) shall be done in accordance with, and may be limited to, the needs listed in the Municipality's latest test report.
- 1.04 Upon advance written notice from the Municipality, provide temporary shoulder and/or lane closings on the State Highway where the bridge(s) is(are) located during off-peak travel periods to facilitate the Municipality's testing.

THE MUNICIPALITY SHALL:

- 2.01 Respond promptly with fire fighting vehicles to fire calls on any of the bridges listed in Exhibit A attached hereto and incorporated by reference. The Municipality recognizes the necessity of responding to all fire calls as quickly as possible and will, therefore, arrange for the most efficient and practical response to the fire calls, whenever the need occurs on any of the bridges listed in Exhibit A herein and their immediate approaches.
- 2.02 Test the System(s) subject to the following requirements:
 - a. Testing shall be conducted at intervals not to exceed one (1) year. Testing shall preferably be conducted in the Spring, not in winter months nor during periods of prolonged temperatures at or below freezing. The testing shall be conducted so that no road hazards or undesirable conditions to traffic are created such as ponding of water or encroachment of water into travel way.

If vandalism or tampering has occurred, testing shall be conducted after the System(s) has(have) been repaired and restored to working condition.
 - b. Prior to conducting any test, the Municipality shall secure a permit to enter the right-of-way of the State Highway from the State's District Maintenance Director.
 - c. The equipment used to test the System(s) normally will be allowed only on the secondary road crossed by limited access highways. Upon approval from the State, the testing equipment may be allowed on a limited access highway in certain

circumstances, however, testing will be limited to off peak hours determined by the State, and will be subject to appropriate traffic control being provided by the State.

- d. The testing shall include three components:
 - i. Hose connections shall be made to insure that the threads match the Municipality's equipment.
 - ii. The System(s) shall be pressurized to approximately 200 psi for approximately 20 minutes and inspected for leaks.
 - iii. A hose shall be attached to the discharge pipe and a low pressure flow test shall be performed to insure that there are no "clogs" in the System(s). The water can be discharged in the gutter of the State Highway.

A written report of each test performed at each site shall be submitted to the State of Connecticut, Department of Transportation, Office of Bridge Operations, 2800 Berlin Turnpike, P.O. Box 317546, Newington, Connecticut 06131-7546. The reports shall indicate the date of the test and the results.

If any component of the System(s) is(are) not functioning properly, the Municipality shall notify the State to arrange for repair of the System(s).

- 2.03 Drain and/or flush the System(s) after each use. If the System(s) contain(s) valves, the valves will be left in the open position after use or testing to prevent freezing damage to the System(s). After each use, for whatever reason, the Municipality shall notify the Manager of Bridge Operations, at telephone number (860) 594-2624.
- 2.04 Conduct an initial test of the System(s) upon completion of the installation.
- 2.05 Provide the water supply for the System(s) and any ancillary equipment required to bring the water to the point of connection to the System(s).
- 2.06 Indemnify and save harmless the State of Connecticut, its officers, agents, and employees from all claims, suits, actions, damages, and costs of every name and description resulting from, or arising out of, operations conducted by or capital purchases made by the Municipality and/or any of its subcontractor(s) under this Agreement, including any supplements thereto, or prior or subsequent to the execution of this Agreement, and that such indemnification shall not be limited by reason of any insurance coverage, and shall also require its subcontractor(s), to provide the indemnification requirements herein.
- 2.07 Not use the defense of Sovereign Immunity in the adjustment of claims or in the defense of any suit, unless requested to do so by the State. The Municipality agrees that in the event of an adjustment of claims or in the defense of any suit between the State and the Municipality, the Municipality shall not use the defense of Governmental Immunity.

- 2.08 Comply with the provisions contained in the Department of Transportation's Policy No. HWYS-44 attached hereto as Exhibit B, Schedule 1 and comply with all the State and Federal Statutory and Administrative requirements set forth in Exhibit B attached hereto, and made a part hereof, and all Schedules attached thereto which are also hereby made a part of this Agreement.

THE STATE AND THE MUNICIPALITY MUTUALLY AGREE:

- 3.01 That the State may make changes to Exhibit A herein, adding or deleting locations, by giving notice to the Municipality, in writing, by the State's Transportation Engineering Administrator, Department of Transportation. In the event the Municipality desires to add or delete a bridge (or bridges) to/from the "List of Bridges with Fire Suppression Standpipe Systems" (Exhibit A) attached hereto at some later date, the Municipality shall do so by forwarding an explanation regarding the requested change(s) to the Transportation Engineering Administrator, in writing. Such change(s) shall be approved upon receipt of a letter stating so from the Transportation Engineering Administrator.

The letter shall contain, but shall not be limited to, any pertinent information regarding such change(s) to Exhibit A herein, and a statement that the funding for additional installation(s) of system(s) (if any) will be provided for in accordance with the provisions of the Department of Transportation's Policy No. HWYS-44 herein. In the event the Municipality is required to participate in the funding, the letter will include a request for a demand deposit from the Municipality.

- 3.02 That each party will be responsible for its respective costs.
- 3.03 That this Agreement, when fully executed by both parties hereto, shall constitute the entire agreement between the parties regarding the construction, maintenance, inspection and testing of the System(s).
- 3.04 That the Municipality shall have no liability in connection with, arising out of, or resulting from the design or construction of the System(s), and shall not be responsible for making any payment to any vendor or contractor in connection therewith.
- 3.05 That neither party hereto shall be liable for default or delay caused by any occurrence beyond its reasonable control, including, but not limited to, fires, strikes, accidents, delays of common carriers, and acts of God.
- 3.06 That the validity, interpretation and performance of this Agreement shall be governed by the laws of the State of Connecticut.
- 3.07 That any Official Notice from one such party to the other such party, in order for such notice to be binding thereon, shall:

(a) Be in writing (hardcopy) addressed to:

(i) When the State is to receive such Notice -

Commissioner of Transportation
Connecticut Department of Transportation
2800 Berlin Turnpike
P.O. Box 317546
Newington, Connecticut 06131-7546;

(ii) When the Municipality is to receive such Notice -

First Selectman
Town of Colchester
127 Norwich Avenue, Suite 201
Colchester, Connecticut 06415;

(b) Be delivered in person with acknowledgement of receipt or be mailed by the United States Postal Service - "Certified Mail" to the address recited herein as being the address of the party to receive such notice; and

(c) Contain complete and accurate information in sufficient detail to properly and adequately identify and describe the subject matter thereof.

The term "Official Notice," as used herein, shall be construed to include, but not be limited to, any request, demand, authorization, direction, waiver, and/or consent of the Party(ies) as well as any document(s) including any electronically produced versions provided, permitted, or required for the making or ratification of any change, revision, addition to, or deletion from, the document, contract, or agreement in which this "Official Notice" specification is contained.

Further, it is understood and agreed that nothing hereinabove contained shall preclude the Parties from subsequently agreeing, in writing, to designate alternate persons (by name, title, and affiliation) to which such notice(s) is(are) to be addressed; alternate means of conveying such notice(s) to the particular Party(ies); and/or alternate locations to which the delivery of such notice(s) is(are) to be made, provided such subsequent agreement(s) is(are) concluded pursuant to the adherence to this specification.

3.08 That the State and the Municipality reserve the right to terminate or propose to revise this Agreement in whole or in part at any time with thirty (30) days advance notice, in writing, to the other party. Any revision to the Agreement shall be mutually agreed upon by both parties.

- 3.09 That the sole and exclusive means for the presentation of any claim against the State arising from or in connection with this Agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims against the State) and the Municipality further agrees not to initiate legal proceedings in any State or Federal Court in addition to, or in lieu of, said Chapter 53 proceedings.
- 3.09 That this Agreement shall be governed, interpreted and construed under and in accordance with the laws of the State of Connecticut, whether or not its conflict of laws principles would dictate otherwise. This Agreement shall be deemed to have been made in Newington, Connecticut.

Nothing herein shall be construed to waive any of the State's immunities.

Agreement No.

The Parties have executed this Agreement by their duly authorized representatives on the day and year indicated, with full knowledge of and agreement with its terms and conditions.

STATE OF CONNECTICUT
Department of Transportation
Jeffrey A. Parker, Commissioner

BY: _____ (Seal)
James H. Norman, P.E.
Engineering Administrator
Bureau of Engineering and Construction

Date: _____

TOWN OF COLCHESTER

BY:
Sign Name: _____ (Seal)
Print Name: Gregg B. Schuster
Print Title: First Selectman

Date: _____

Approved as to Form:

Attorney General
State of Connecticut

Date: _____

EXHIBIT A

TOWN OF COLCHESTER

LIST OF BRIDGES WITH FIRE SUPPRESSION STANDPIPE SYSTEMS

<u>BRIDGE NO.</u>	<u>LOCATION</u>	<u>STATUS OF INSTALLATION</u>
3388	Mill Hill Road over Route 2	To Be Installed, Project 28-196

June 18, 2009

EXHIBIT B
and Schedules 1-3

THE MUNICIPALITY AGREES:

(1) That the Agreement is subject to the provisions of Executive Order No. 3 of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. 17 of Governor Thomas J. Meskill promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. 16 of Governor John G. Rowland, promulgated August 4, 1999, concerning violence in the workplace. If applicable, the Agreement is subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services in accordance with their respective terms and conditions. All Executive Orders referenced herein are incorporated into this Agreement and are made a part of the Agreement as if they had been fully set forth therein. At the Municipality's request, the State shall provide a copy of these Orders to the Municipality.

(2) To acknowledge and agree to comply with the policies set forth in Exhibit B, Schedule 2 (attached herewith), "Connecticut Department of Transportation, Policy Statement, Policy No. F&A-10 Subject: Code of Ethics Policy," June 1, 2007.

(3) That suspended or debarred contractors, consulting engineers, suppliers, materialmen, lessors, or other vendors may not submit proposals for a State contract or subcontract during the period of suspension or debarment regardless of their anticipated status at the time of contract award or commencement of work.

(a) The signature on the Agreement by the Municipality shall constitute certification that to the best of its knowledge and belief the Municipality or any person associated therewith in the capacity of owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of Federal or State funds:

(i) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(ii) Has not, within the prescribed statutory time period preceding this Agreement, been convicted of or had a civil judgement rendered against him/her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(iii) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(ii) of this certification; and

(iv) Have not, within a five-year period preceding this Agreement, had one or more public transactions (Federal, State or local) terminated for cause or default.

(b) Where the Municipality is unable to certify to any of the statements in this certification, such Municipality shall attach an explanation to this Agreement.

The Municipality agrees to insure that the following certification be included in each subcontract Agreement to which it is a party, and further, to require said certification to be included in any subcontracts, sub-subcontracts and purchase orders:

(i) The prospective subcontractors, sub-subcontractors participants certify, by submission of its/their proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(ii) Where the prospective subcontractors, sub-subcontractors participants are unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this proposal.

(4) That as a condition to receiving federal financial assistance under the Contract/Agreement, if any, the Municipality shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000 et seq.), all requirements imposed by the regulations of the United States Department of Transportation (49 CFR Part 21) issued in implementation thereof, and the Title VI Contractor Assurances set forth in Exhibit B, Schedule 3 (attached herewith).

(5) That this clause applies to those municipalities who are or will be responsible for compliance with the terms of the Americans Disabilities Act of 1990 ("ADA"), Public Law 101-336, during the term of the Agreement. The Municipality represents that it is familiar with the terms of this ADA and that it is in compliance with the ADA. Failure of the Municipality to satisfy this standard as the same applies to performance under this Agreement, either now or during the term of the Agreement as it may be amended, will render the Agreement voidable at the option of the State upon notice to the Municipality. The Municipality warrants that it will hold the State harmless and indemnify the State from any liability which may be imposed upon the State as a result of any failure of the Municipality to be in compliance with this ADA, as the same applies to performance under this Agreement.

(6) When the Municipality receives State or Federal funds it shall incorporate the "Connecticut Required Contract/Agreement Provisions, Specific Equal Employment Opportunity Responsibilities" ("SEEOR"), dated March 3, 2009, as may be amended from time to time, as a material term of any contracts/agreements it enters into with its contractors, consulting engineers or

other vendors, and shall require the contractors, consulting engineers or other vendors to include this requirement in any of its subcontracts. The Municipality shall also attach a copy of the SEEOR, as part of any contracts/agreements with contractors, consulting engineers or other vendors and require that the contractors, consulting engineers or other vendors attach the SEEOR to its subcontracts.

(7) Worker's Compensation Insurance – With respect to all operations the Municipality performs and all those performed for the Municipality by subcontractors, the Municipality shall carry Worker's Compensation insurance and, as applicable, insurance required in accordance with the U.S. Longshore and Harbor Workers' Compensation Act, in accordance with the requirements of the laws of the State of Connecticut, and of the laws of the United States respectively.



CONNECTICUT DEPARTMENT OF TRANSPORTATION
POLICY STATEMENT

POLICY NO. HWYS-44
December 2, 2002

SUBJECT: Fire Suppression Standpipe Systems

It is the policy of the Department to allow the installation of fire suppression standpipe systems (standpipes) on bridges located on the National Highway System (NHS) when requested by a municipal first official. When the Department has a project to make major repairs to a bridge or to construct a new bridge, federal funds may, if available, be used for the installation of standpipes. The municipality in which the bridge is located must provide any non-federal share of the cost.

If no federal funds are available, the municipality shall be responsible for 100% of the construction cost of the installation of the standpipes requested by the municipal first official.

The municipality shall enter into an agreement with the Department, which states that the municipality is fully responsible for its share of funding and annual testing of the standpipes.

The Department will be responsible for the maintenance of the standpipes.

The above notwithstanding, the Department may elect to install standpipes on bridges without municipal participation where it is determined to be in the State's best interest to do so.

(This Policy Statement supersedes the Commissioner's Policy Statement
No. HWYS-44 dated July 12, 1993.)



James F. Byrnes, Jr.
Acting Commissioner



CONNECTICUT DEPARTMENT OF TRANSPORTATION POLICY STATEMENT

POLICY NO. F&A-10

June 1, 2007

SUBJECT: Code of Ethics Policy

The purpose of this policy is to establish and maintain high standards of honesty, integrity, and quality of performance for all employees of the Department of Transportation ("DOT" or "Department"). Individuals in government service have positions of significant trust and responsibility that require them to adhere to the highest ethical standards. Standards that might be acceptable in other public or private organizations are not necessarily acceptable for the DOT.

It is expected that all DOT employees will comply with this policy as well as the Code of Ethics for Public Officials, and strive to avoid even the appearance of impropriety in their relationships with members of the public, other agencies, private vendors, consultants, and contractors. This policy is, as is permitted by law, in some cases stricter than the Code of Ethics for Public Officials. Where that is true, employees are required to comply with the more stringent DOT policy.

The Code of Ethics for Public Officials is State law and governs the conduct of all State employees and public officials regardless of the agency in which they serve. The entire Code, as well as a summary of its provisions, may be found at the Office of State Ethics' web site: www.ct.gov/ethics/site/default.asp. For formal and informal interpretations of the Code of Ethics, DOT employees should contact the Office of State Ethics or the DOT's Ethics Compliance Officer or her designee.

All State agencies are required by law to have an ethics policy statement. Additionally, all State agencies are required by law to have an Ethics Liaison or Ethics Compliance Officer. The DOT, because of the size and scope of its procurement activities, has an Ethics Compliance Officer who is responsible for the Department's: development of ethics policies; coordination of ethics training programs; and monitoring of programs for agency compliance with its ethics policies and the Code of Ethics for Public Officials. At least annually, the Ethics Compliance Officer shall provide ethics training to agency personnel involved in contractor selection, evaluation, and supervision. A DOT employee who has a question or is unsure about the provisions of this policy, or who would like assistance contacting the Office of State Ethics, should contact the Ethics Compliance Officer or her designee.

The DOT Ethics Compliance Officer is:

Denise Rodosevich, Managing Attorney
Office of Legal Services

**For questions, contact the Ethics
Compliance Officer's Designee:**

Alice M. Sexton, Principal Attorney
Office of Legal Services
2800 Berlin Turnpike
Newington, CT 06131-7546
Tel. (860) 594-3045

To contact the Office of State Ethics:

Office of State Ethics
20 Trinity Street, Suite 205
Hartford, CT 06106
Tel. (860) 566-4472
Facs. (860) 566-3806
Web: www.ethics.state.ct.us

Enforcement

The Department expects that all employees will comply with all laws and policies regarding ethical conduct. Violations of the law may subject an employee to sanctions from agencies or authorities outside the DOT. Whether or not another agency or authority imposes such sanctions, the Department retains the independent right to review and respond to any ethics violation or alleged ethics violation by its employees. Violations of this policy or ethics statutes, as construed by the DOT, may result in disciplinary action up to and including dismissal from State service.

Prohibited Activities

1. **Gifts:** DOT employees (and in some cases their family members) are prohibited by the Code of Ethics and this Policy from accepting a gift from anyone who is: (1) doing business with, or seeking to do business with, the DOT; (2) directly regulated by the DOT; (3) prequalified as a contractor pursuant to Conn. Gen. Stat. §4a-100 by the Commissioner of the Department of Administrative Services (DAS); or (4) known to be a registered lobbyist or a lobbyist's representative. These four categories of people/entities are referred to as "restricted donors." A list of registered lobbyists can be found on the web site of the Office of State Ethics (www.ct.gov/ethics/site/default.asp). A list of prequalified consultants and contractors, i.e., those seeking to do business with the DOT, can be found on the DOT's Internet site under "Consultant Information" and "Doing Business with ConnDOT," respectively.

The term "gift" is defined in the Code of Ethics for Public Officials, Conn. Gen. Stat. §1-79(e), and has numerous exceptions. For example, one exception permits the acceptance of food and/or beverages valued up to \$50 per calendar year from any one donor and consumed on an occasion or occasions while the person paying or his representative is present. Therefore, such food and/or beverage is not a "gift." Another exception permits the acceptance of items having a value up to ten dollars (\$10) provided the aggregate value of all things provided by the donor to the recipient during a calendar year does not exceed fifty dollars (\$50). Therefore, such items are not a "gift." Depending on the circumstances, the "donor" may be an individual if the individual is bearing the expense, or a donor may be the individual's employer/group if the individual is passing the expense back to the employer/group he/she represents.

This policy requires DOT employees to immediately return any gift (as defined in the Code of Ethics) that any person or entity attempts to give to the employee(s). If any such gift or other item of value is received by other than personal delivery from the subject person or entity, the item shall be taken to the Office of Human Resources along with the name and address of the person or entity who gave the item. The Office of Human Resources, along with the recipient of the item of value, will arrange for the donation of the item to a local charity (e.g., Foodshare, local soup kitchens, etc.). The Office of Human Resources will then send a letter to the gift's donor advising the person of the item's donation to charity and requesting that no such gifts be given to DOT employees in the future.

2. **Contracting for Goods or Services for Personal Use With Department Contractors, Consultants, or Vendors:** Executive Order 7C provides that: "Appointed officials and state employees in the Executive Branch are prohibited from contracting for goods and services, for personal use, with any person doing business with or seeking business with his or her agency, unless the goods or services are readily available to the general public for the price which the official or state employee paid or would pay."

3. **Gift Exchanges Between Subordinates and Supervisors/Senior Staff:** A recent change in the Code of Ethics prohibits exchanges of gifts valued at \$100 or more between (i.e., to and from) supervisors and employees under their supervision. The Citizen's Ethics Advisory Board has advised that: (1) the monetary limit imposed by this provision is a per-gift amount; (2) gifts given between supervisors and subordinates (or *vice versa*) in celebration of a "major life event," as defined in the Code of Ethics, need not comply with the \$100 limit; and (3) the limitations imposed by this provision apply to a direct supervisor and subordinate *and to any individual up or down the chain of command*. The Citizen's Ethics Advisory Board has also advised that supervisors or subordinates may not pool their money to give a collective or group gift valued at \$100 or more, even though each of the individual contributions is less than \$100.
4. **Acceptance of Gifts to the State:** A recent change to the Code of Ethics for Public Officials modified the definition of the term "gift" to limit the application of the so-called "gift to the State" exception. In general, "gifts to the State" are goods or services given to a State agency for use on State property or to support an event and which facilitate State action or functions. Before accepting any benefit as a "gift to the State," DOT employees should contact the Ethics Compliance Officer.
5. **Charitable Organizations and Events:** No DOT employee shall knowingly accept any gift, discount, or other item of monetary value for the benefit of a charitable organization from any person or entity seeking official action from, doing or seeking business with, or conducting activities regulated by, the Department.
6. **Use of Office/Position for Financial Gain:** DOT employees shall not use their public office, position, or influence from holding their State office/position, nor any information gained in the course of their State duties, for private financial gain (or the prevention of financial loss) for themselves, any family member, any member of their household, nor any "business with which they are associated." In general, a business with which one is associated includes any entity of which a DOT employee or his/her immediate family member is a director, owner, limited or general partner, beneficiary of a trust, holder of 5 percent or more stock, or an officer (president, treasurer, or executive or senior vice president).

DOT employees shall not use or distribute State information (except as permitted by the Freedom of Information Act), nor use State time, personnel, equipment, or materials, for other than State business purposes.

7. **Other Employment:** DOT employees shall not engage in, nor accept, other employment that will either impair their independence of judgment with regard to their State duties or require or induce them to disclose confidential information gained through their State duties.

Any DOT employee who engages in or accepts other employment (including as an independent contractor), or has direct ownership in an outside business or sole proprietorship, shall complete an Employment/Outside Business Disclosure Form (see attached) and submit it to the Department's Human Resources Administrator. Disclosure of other employment to the DOT Human Resources Administrator shall *not* constitute approval of the other employment for purposes of the Code of Ethics for Public Officials.

Inquiries concerning the propriety of a DOT employee's other employment shall be directed to the Office of State Ethics to assure compliance with the Code of Ethics for Public Officials. Employees anticipating accepting other employment as described above should give ample time (at least one month) to the Office of State Ethics to respond to such outside employment inquiries.

No employee of the DOT shall allow any private obligation of employment or enterprise to take precedence over his/her responsibility to the Department.

8. **Outside Business Interests:** Any DOT employee who holds, directly or indirectly, a financial interest in any business, firm, or enterprise shall complete an Employment/Outside Business Disclosure Form (see attached) and submit it to the Department's Human Resources Administrator. An indirect financial interest includes situations where a DOT employee's spouse has a financial interest in a business, firm, or enterprise. A financial interest means that the employee or his spouse is an owner, member, partner, or shareholder in a non-publicly traded entity. Disclosure of such outside business interests to the DOT Human Resources Administrator shall *not* constitute approval of the outside business interest under this Policy or the Code of Ethics for Public Officials. DOT employees shall not have a financial interest in any business, firm, or enterprise which will either impair their independence of judgment with regard to their State duties or require or induce them to disclose confidential information gained through their State duties. Inquiries concerning the propriety of a DOT employee's outside business interests shall be directed to the Office of State Ethics to assure compliance with the Code of Ethics for Public Officials.
9. **Contracts With the State:** DOT employees, their immediate family members, and/or a business with which a DOT employee is associated, may not enter into a contract with the State, other than pursuant to a court appointment, valued at \$100 or more unless the contract has been awarded through an open and public process.
10. **Sanctioning Another Person's Ethics Violation:** No DOT official or employee shall counsel, authorize, or otherwise sanction action that violates any provision of the Code of Ethics.
11. **Certain Persons Have an Obligation to Report Ethics Violations:** If the DOT Commissioner, Deputy Commissioner, or "person in charge of State agency procurement" and contracting has reasonable cause to believe that a person has violated the Code of Ethics or any law or regulation concerning ethics in State contracting, he/she *must* report such belief to the Office of State Ethics. All DOT employees are encouraged to disclose waste, fraud, abuse, and corruption about which they become aware to the appropriate authority (see also Policy Statement EX.O.-23 dated March 31, 2004), including, but not limited to, their immediate supervisor or a superior of their immediate supervisor, the DOT Office of Management Services, the Ethics Compliance Officer, the Auditors of Public Accounts, the Office of the Attorney General, or the Office of the Chief State's Attorney.
12. **Post-State Employment Restrictions:** In addition to the above-stated policies of the Department, DOT employees are advised that the Code of Ethics for Public Officials bars certain conduct by State employees *after they leave State service. Upon leaving State service:*
 - **Confidential Information:** DOT employees must never disclose or use confidential information gained in State service for the financial benefit of any person.
 - **Prohibited Representation:** DOT employees must *never* represent anyone (other than the State) concerning any "particular matter" in which they participated personally and substantially while in State service and in which the State has a substantial interest.

DOT employees also must not, for one year after leaving State service, represent anyone other than the State for compensation before the DOT concerning a matter in which the State has a substantial interest. In this context, the term "represent" has been very broadly defined. Therefore, any former DOT employee contemplating post-State employment work that might involve interaction with any bureau of DOT (or any Board or Commission administratively under the DOT) within

their first year after leaving State employment should contact the DOT Ethics Compliance Officer and/or the Office of State Ethics.

- **Employment With State Vendors:** DOT employees who participated substantially in, or supervised, the negotiation or award of a State contract valued at \$50,000 or more must not accept employment with a party to the contract (other than the State) for a period of one year after resigning from State service, if the resignation occurs within one year after the contract was signed.

13. Ethical Considerations Concerning Bidding and State Contracts: DOT employees also should be aware of various provisions of Part IV of the Code of Ethics that affect any person or firm who: (1) is, or is seeking to be, prequalified by DAS under Conn. Gen. Stat. §4a-100; (2) is a party to a large State construction or procurement contract, or seeking to enter into such a contract, with a State agency; or (3) is a party to a consultant services contract, or seeking to enter into such a contract, with a State agency. These persons or firms shall not:

- With the intent to obtain a competitive advantage over other bidders, solicit any information from an employee or official that the contractor knows is not and will not be available to other bidders for a large State construction or procurement contract that the contractor is seeking;
- Intentionally, willfully, or with reckless disregard for the truth, charge a State agency for work not performed or goods not provided, including submitting meritless change orders in bad faith with the sole intention of increasing the contract price, as well as falsifying invoices or bills or charging unreasonable and unsubstantiated rates for services or goods to a State agency; and
- Intentionally or willfully violate or attempt to circumvent State competitive bidding and ethics laws.

Firms or persons that violate the above provisions may be deemed a nonresponsible bidder by the DOT.

In addition, no person with whom a State agency has contracted to provide consulting services to plan specifications for any contract, and no business with which such person is associated, may serve as a consultant to any person seeking to obtain such contract, serve as a contractor for such contract, or serve as a subcontractor or consultant to the person awarded such contract.

DOT employees who believe that a contractor or consultant may be in violation of any of these provisions should bring it to the attention of their manager.

Training for DOT Employees

A copy of this policy will be posted throughout the Department, and provided to each employee either in hard copy or by e-mail. As set forth above, State law requires that certain employees involved in contractor/consultant/vendor selection, evaluation, or supervision must undergo annual ethics training coordinated or provided by the Ethics Compliance Officer. If you believe your duties meet these criteria, you should notify your Bureau Chief to facilitate compilation of a training schedule. In addition, the DOT Ethics Compliance Officer can arrange for periodic ethics training provided by the Office of State Ethics. Finally, the Department will make available, on its web site or otherwise, a copy of this policy to all vendors, contractors, and other business entities doing business with the Department.

Important Ethics Reference Materials

It is strongly recommended that every DOT employee read and review the following:

- Code of Ethics for Public Officials, Chapter 10, Part 1, Conn. General Statutes Sections 1-79 through 1-89a found at: www.ct.gov/ethics/site/default.asp
- Ethics Regulations Sections 1-81-14 through 1-81-38, found at: www.ct.gov/ethics/site/default.asp
- The Office of State Ethics web site includes summaries and the full text of formal ethics advisory opinions interpreting the Code of Ethics, as well as summaries of previous enforcement actions: www.ct.gov/ethics/site/default.asp. DOT employees are strongly encouraged to contact the Department's Ethics Compliance Officer or her designee, or the Office of State Ethics with any questions or concerns they may have.

(This Policy Statement supersedes Policy Statement No. F&A-10 dated January 6, 2006)



Ralph J. Carpenter
COMMISSIONER

Attachment

List 1 and List 3

(Managers and supervisors are requested to distribute a copy of this Policy Statement to all employees under their supervision.)

cc: Office of the Governor, Department of Administrative Services, Office of State Ethics

Schedule 3

TITLE VI CONTRACTOR ASSURANCES

For this document Contractor means Consultant, Consulting Engineer, Second Party, or other entity doing business with the State and Contract shall mean the same as Agreement.

During the performance of this Contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

1. **Compliance with Regulations:** The Contractor shall comply with the regulations relative to nondiscrimination in federally assisted programs of the United States Department of Transportation (hereinafter, "USDOT"), Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, national origin, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Subsection 5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, or disability.

4. **Information and Reports:** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Connecticut Department of Transportation (ConnDOT) or the Funding Agency (FHWA, FTA and FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to ConnDOT or the Funding Agency, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the ConnDOT shall impose such sanctions as it or the Funding Agency may determine to be appropriate, including, but not limited to:

- A. Withholding contract payments until the Contractor is in-compliance; and/or
- B. Cancellation, termination, or suspension of the Contract, in whole or in part.

6. **Incorporation of Provisions:** The Contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the ConnDOT or the Funding Agency may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the ConnDOT to enter into such litigation to protect the interests of the Funding Agency, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

their first year after leaving State employment should contact the DOT Ethics Compliance Officer and/or the Office of State Ethics.

- **Employment With State Vendors:** DOT employees who participated substantially in, or supervised, the negotiation or award of a State contract valued at \$50,000 or more must not accept employment with a party to the contract (other than the State) for a period of one year after resigning from State service, if the resignation occurs within one year after the contract was signed.

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- With the intent to obtain a competitive advantage over other bidders, solicit any information from an employee or official that the contractor knows is not and will not be available to other bidders for a large State construction or procurement contract that the contractor is seeking;
- Intentionally, willfully, or with reckless disregard for the truth, charge a State agency for work not performed or goods not provided, including submitting meritless change orders in bad faith with the sole intention of increasing the contract price, as well as falsifying invoices or bills or charging unreasonable and unsubstantiated rates for services or goods to a State agency; and
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(This Policy Statement supersedes Policy Statement No. F&A-10 dated January 6, 2006)



Ralph J. Carpenter
COMMISSIONER

Attachment

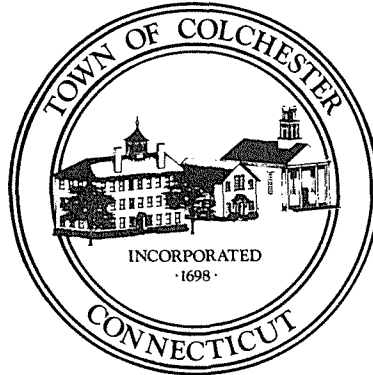
List 1 and List 3

(Managers and supervisors are requested to distribute a copy of this Policy Statement to all employees under their supervision.)

cc: Office of the Governor, Department of Administrative Services, Office of State Ethics

August 6, 2010

Code Administration
Building Official
Fire Marshal
Wetlands Enforcement



Planning and Zoning
Planning Director
Zoning Enforcement
Town Engineer

To: Colchester Board of Selectmen
From: Salvatore A. Tassone P.E. – Town Engineer and *Sal Tassone*
Mark Decker P.E. – Public Works Director *MD*
Re: Request by State of Connecticut DEP Land Acquisition & Management for the Town to formally discontinue the old Prospect Hill Road located between the Southerly limit of Route 2 and the current Prospect Hill Road as shown on the attached 7/26/2010 letter and plans submitted to BOS by Elizabeth Brothers of DEP.

The old section of Prospect Hill Road in question is approximately 520 feet long and traverses two properties. One parcel is owned by "One Way Realty LLC." and the other is owned by "Binder Alfred C. ETAL". Formal discontinuance of this old road bed will revert the land back to these two properties. Although, as indicated in the referenced DEP letter, "This old roadway bed was never released and still exists west of the current travel way.", the town's long ago abandonment of maintenance activity for this old road bed has effectively accomplished the discontinuance of the old road bed as a public travel way.

The proposed DEP request does not appear to have any adverse impact to the Town, therefore it is recommended that the town formally take action to discontinue this old section of Prospect Hill Road.

Prior to taking action to discontinue this old road bed, it is recommended that the Board of Selectmen send notification to the two abutting property owners directly impacted by such action to afford them the opportunity to comment on the proposed road bed discontinuance. The two property owners are as follows:

ASSESSOR LOT 33, MAP 6-10

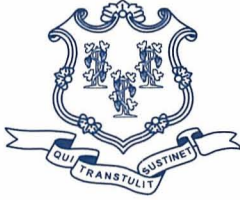
Owner – One Way Realty LLC.
Robert G. Siegel ESQ./Day Berry
City Place 1
Hartford, CT. 06103-3499

ASSESSOR LOT 44, MAP 5-12

Owner – Binder Alfred C. ETAL
15 Old Clark Hill Road
East Hampton, CT. 06424

The BOS will need to Notice a BOS Public Hearing for "Discussion and possible formal discontinuance of old abandoned section of Prospect Hill Road". **The Recommended Motion is as follows: "Motion to discontinue the old abandoned portion of Prospect Hill Road located between the Southerly limit of Route 2 and the current Prospect Hill Road."**

Please notify Mark Decker or I of the Date that this item will be on the BOS agenda so we can plan to attend to respond to any questions. Also, please notify the DEP in the event they wish to have someone present at the meeting. Please note that neither Mark or I will be available for the August 19, 2010 BOS meeting.



STATE OF CONNECTICUT
DEPARTMENT OF ENVIRONMENTAL PROTECTION



10-07-28P02:49 RCVD

July 26, 2010

Board of Selectmen
c/o Salvatore A. Tassone
Town Engineer
127 Norwich Avenue
Colchester, CT 06415

8/4/2010 Spoke w/
Brian Florek of DEA
@ 860-424-3040

RE: Discontinuance of Old Roadway Running Westerly of Current Prospect Hill Road

He will
e-mail
revised /
corrected
letter

Dear Mr. Tassone:

? southerly

southerly

S.A.T.

Please consider the discontinuance of the abandoned portion of Prospect Hill Road which runs from the easterly highway limit of Route 2 easterly approximately 520 feet to the current lay-out of the roadway. The State of Connecticut Department of Transportation (DOT) realigned Prospect Hill Road during the construction of the now existing bridge over Route 2. In doing this realignment, DOT reconstructed Prospect Hill Road more perpendicular to Route 2 and subsequently deviated away from the old roadway bed. This old roadway bed was never released and still exists west of the current travel way. A search of the Town Meeting Minutes confirmed no legal action was taken after the current Prospect Hill Road was opened for public travel. Please see the included mapping of Prospect Hill Road.

The State of Connecticut Department of Environmental Protection (DEP) is interested in acquiring the abutting property currently owned by One Way Realty, LLC. Legal public access into the property has come into question because of this old roadway bed. Inasmuch as the old roadway is not in use and Public access into a potential DEP property is in question, please take this proposed discontinuance under advisement.

Sincerely,

Beth

Elizabeth Brothers
Assistant Director
Land Acquisition & Management

EAB:BF:jra

Gregg Schuster



First Selectman

MEMORANDUM

TO: Board of Selectmen

FROM: Derrick Kennedy, Executive Assistant to First Selectman

RE: Contract with Pitney Bowes for Mail Metering and Delivery System

The current lease agreement with Pitney Bowes expires October 30, 2010. The new lease calls for a brand new metering and postage system at no additional cost, reduced lease rates from the current contract by \$48/month, and reduced Certified Mail rates from current contract.

Overall, the new lease saves the Town money on a lower lease rate and lower bulk postage rates.

RECOMMENDED MOTION:

Move to approve the early lease renewal agreement with Pitney Bowes and authorize the First Selectman to sign all necessary documents



Town of Colchester – Selectman's Office

127 Norwich Ave
Colchester CT 06415

Early Lease Renewal Incentives

August 27, 2010

Current Lease:

Lease No: **0448886-403**
Commenced: 07/30/2006
Expires: 07/30/2011
Payment: \$281 a month billed quarterly(60-month term)

Incentives:

- Renew now and above lease will be terminated effective October 30, 2010
- New lease payment is reduced to \$232 a month for 60 months
 - New lease commences October 30, 2010
 - New contract must be received by September 6, 2010
- Get a brand new Connect+1000 Mailing System to replace current system
- Includes USPS Permit fees in Postage Meter Account at no additional charge
 - PB automatically renews yearly USPS permit fees
 - Pre-Pay or Post Pay bulk mailing postage
 - Post pay eliminates check preparation for bulk mailing postage
 - Pay in full when billed to avoid fees or interest charges
 - Postage By Phone statement shows detailed postage and permit transactions
- Save \$1.20 each on Certified Mail with Electronic Return Receipt
- Superior customer care

*Add'l Savings
384 pieces 2009*

Ed DeJesus
Senior Account Manager
Cell: 203.898.0334
Fax: 203-617-2499

PITNEY BOWES GLOBAL FINANCIAL SERVICES STATE & LOCAL TERM RENTAL AGREEMENT

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Agreement Number

Your Business Information

TOWN OF COLCHESTER SELECTMANS OFFICE

06-6001974

Full Legal Name of Lessee	DBA Name of Lessee	Tax ID # (FEIN/TIN)	
127 NORWICH AVE	COLCHESTER	CT	06415-1230
Billing Address: Street	City	State	Zip+4
		16701527869	
Billing Contact Name	Billing Contact Phone #	Billing CAN #	
127 NORWICH AVE	COLCHESTER	CT	06415-1230
Installation Address (If different from billing address): Street	City	State	Zip+4
		16701527869	
Installation Contact Name	Installation Contact Phone #	Installation CAN #	
Credit Card #	Name on card	Exp date	Type of card
Tax exempt #	State tax (if applicable)	Fiscal period (from - to)	

Your Business Needs

Qty	Business Solution Description	Check items to be included in customer's payment
	Mail Stream Solution	Service Level Agreement
1	Connect+ 1000 Series	<input type="checkbox"/> Tier 1 - Provides repair and maintenance service for equipment ("Standard SLA")
1	Connect+ Series Meter w/PP (NTF)	<input checked="" type="checkbox"/> Tier 2 - Provides Standard SLA plus Training and printhead replacement
1	130 LPM Feature	<input type="checkbox"/> Tier 3 - Provides Tier 2 plus Guaranteed 4 Hour Response Time
1	5 lb Interfaced Weighing	<input type="checkbox"/> Software Maintenance (additional terms apply) - Provides revision updates & technical assistance
1	100 Dept Accounting	<input checked="" type="checkbox"/> Soft-Guard® Subscription - Provides postal and carrier updates If you do not choose Soft-Guard® protection with your lease, you will automatically receive updates at PBI's current rates.
1	Connect+ Mono Printer	<input checked="" type="checkbox"/> IntelliLink® Subscription/ Meter Rental - Provides simplified billing and includes postage resets
1	e-Return Receipt Feature	(x) Value Based Services
1	Standard Apps Center	(x) Purchase Power® credit line
1	Connect+ Drop Stacker	<input type="checkbox"/> Permit Mail Payment Service - Allows you to consolidate permit postage with metered postage under one account. As a permit mail user, we need USPS forms 6001, 6002, and 6003, along with the Permit Enrollment form, to activate your Permit Mail Payment service.
1	Confirmation Services Training (DM800/900/1000)	
1	Connect+ VBS Training	
	Additional Items on following page	

Your Payment Plan

Number of months	Monthly amount	Billed Quarterly at*
First 60	\$232 \$280	\$696 \$840

INITIAL CROSSD

Required advance check of \$() received
 Tax exempt certificate attached

Connect with color

*Does not include any applicable taxes; payment plans begin after any applicable Interim Usage Period.

Your Signature

You agree to be bound by all the terms and conditions of this Term Rental Agreement (herein referred to as the "Agreement"), including those contained on page 2 and those located in the Pitney Bowes Terms, which are available at www.pb.com/terms (Version 04/10) and are incorporated by reference. The Agreement will be binding on PBGFS only after PBGFS has completed its credit and documentation approval process and an authorized PBGFS employee signs below.

SIGN & FILE DVT
CHECK METRS

Signature	Date	
Print Name	Title	Email Address
E DeJesus	046	
Account Rep	District Office	PBGFS Acceptance

**PITNEY BOWES GLOBAL FINANCIAL SERVICES
STATE & LOCAL TERM RENTAL AGREEMENT**

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Agreement Number

Your Business Information

TOWN OF COLCHESTER SELECTMANS OFFICE

06-6001974

Full Legal Name of Lessee 127 NORWICH AVE Billing Address: Street	DBA Name of Lessee COLCHESTER City	Tax ID # (FEIN/TIN) CT 06415-1230 State Zip+4 16701527869
Billing Contact Name 127 NORWICH AVE Installation Address (if different from billing address): Street	Billing Contact Phone # COLCHESTER City	Billing CAN # CT 06415-1230 State Zip+4 16701527869
Installation Contact Name	Installation Contact Phone #	Installation CAN #
Credit Card #	Name on card	Exp date Type of card
Tax exempt #	State tax (if applicable)	Fiscal period (from - to)

Your Business Needs

1	Connect+ VBS Welcome Kit
1	IntelliLink Subscription
1	15lb Scale Platform/Stand
1	100ft LAN Cable

(Rev. May 2009)

Department of the Treasury Internal Revenue Service

Under Internal Revenue Code section 149(e)

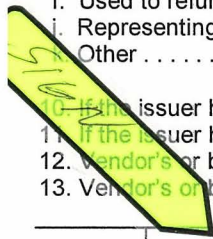
Caution: If the issue price of the issue \$100,000 or more, use Form 8038-G

Part I Reporting Authority Check box if Amended

1. Issuer's name: TOWN OF COLCHESTER SELECTMANS OFFICE
2. Issuer's employer identification number: 00-0001974
3. Number and street: 127 NORWICH AVE
4. City, town, or post office, state, and ZIP code: COLCHESTER CT 06415-1230
5. Report number (For IRS Use Only)
6. Name and title of office or legal representative whom the IRS may call for more information
7. Telephone number of officer or legal representative

Part II Description of Obligations Check if reporting: a single issue [X] or a consolidated return []

8a. Issue price of obligation(s)
b. Issue date (single issue) or calendar year (consolidated)
9. Amount of the reported obligation(s) on line 8a that is:
a. For leases for Vehicles
b. For leases for office equipment
c. For leases for real property
d. For leases for other (see instructions)
e. For bank loans for vehicles
f. For bank loans for office equipment
g. For bank loans for real property
h. For Bank loans for other (see Instructions)
i. Used to refund prior issue(s)
j. Representing a loan from the proceeds of another tax-exempt obligation (for example, bond bank)
Other
10. If the issuer has designated any issue under section 265(b)(3)(B)(i)(III), (small issuer exceptions), check this box
11. If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check this box
12. Vendor's or bank's name: PITNEY BOWES INC
13. Vendor's or bank's employer identification number: .06-0495050



Sign Here Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. Issuer's authorized representative Date Type or print name and title

Paid Preparer's Use Only Preparer's signature Date Check if Self-employed Preparer's SSN or PTIN Firm's name (or yours if self-employed), address and ZIP code EIN Phone no. ()

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

Form 8038-GC is used by issuers of tax-exempt government obligations to provide the IRS with the information required by section 149(e) and to monitor the requirements of sections 141 through 150.

Who Must File

Issuers of tax exempt governmental obligations with issue prices of less than \$100,000 must file Form 8038-GC.

Issuers of tax exempt governmental obligation with an issue price of \$100,000 or more must file Form 8038-G, Information Return for Tax-Exempt Governmental Obligations.

Filing a separate return for a single issue. Issuers have the option to file a separate Form 8038-GC for any tax-exempt governmental obligation with an issue price of less than \$100,000.

An issuer of a tax exempt bond used to finance construction expenditures must file a separate Form 8038-GC for each issue to give notice to the IRS that

an election was made to pay a penalty in lieu of arbitrage rebate (see the line 11 instructions).

Filing a consolidated return for multiple issues.

For all tax-exempt governmental obligations with issue prices of less than \$100,000 that are not reported on a separate Form 8038-GC, an issuer must file a consolidated information return including all such issues issued within the calendar year.

Thus, an issuer may file a separate Form 8038-GC for each of a number of small issues and report the remainder of small issues issued during the calendar year on one consolidated Form 8038-GC. However a separate Form 8038-GC must be filed to give the IRS notice of the election to pay a penalty in lieu of arbitrage rebate.

When To File

To file a separate return for a single issue, file Form 8038-GC on or before the 15th day of the second calendar month after the close of the calendar quarter in which the issue is issued.

To file a consolidated return for multiple issues, file Form 8038-GC on or before February 15th of the calendar year following the year in which the issue is issued.

Late filing. An issuer may be granted an extension of time to file Form 8038-GC under Section 3 of Rev.

Proc. 2002-48, 2002-2 C.B. 531, if it is determined that the failure to file on time is not due to willful neglect. Type or print at the top of the form, "Requested for Relief under Section 3 of Rev. Proc. 2002-48." Attach to the Form 8038-GC a letter briefly stating why the form is not submitted to the IRS on time. Also indicate whether the obligation in question is under examination by the IRS. Do not submit copies of any bond documents, leases, or installment sale documents. See Where To File below.

Where To File

File Form 8038-GC, and any attachments, with the Department of the Treasury, Internal Revenue Service Center, Ogden, UT 84201.

Other Forms That May Be Required

For rebating arbitrage (or paying a penalty in lieu of arbitrage rebate) to the Federal Government, use Form 8038-T, Arbitrage Rebate, Yield Reduction and Penalty in Lieu of Arbitrage Rebate. For private activity bonds, use Form 8038, Information Return for Tax-Exempt Private Activity Bond Issues.

Form 8038-GC Receipt Acknowledgement

If you wish to request an acknowledgement receipt of this return by the IRS you must provide the following:

TERM RENTAL TERMS AND CONDITIONS

This is a term rental agreement with Pitney Bowes Global Financial Services LLC (PBGFS), Pitney Bowes' financing company. PBGFS provides financing options to our customers. PBGFS does not warrant, service or otherwise support the equipment. Those services are provided by Pitney Bowes Inc. (PBI) as stated in the Pitney Bowes Terms. Due to federal regulations, only PBI can own an IntelliLink Control Center or Meter. Therefore, those items are rented to you, rather than leased or sold.

L1. DEFINITIONS

L1.1 All capitalized terms that are not defined in this document are defined in the "Definitions" section of the Pitney Bowes Terms.

L2. AGREEMENT

L2.1 You will make each Quarterly Payment by the due date shown on our invoice.

L2.2 You may not cancel this Agreement for any reason except as expressly set forth in Section L10 below. All payment obligations are unconditional.

L2.3 Our remedies for your failure to pay on time or other defaults are set forth in the "Default and Remedies" section of the Pitney Bowes Terms.

L2.4 You authorize us to file a Uniform Commercial Code financing statement naming you as debtor/lessee with respect to the Equipment.

L3. PAYMENT TERMS AND OBLIGATIONS

L3.1 We will invoice you in advance each quarter for all payments on the Order (each, a "Quarterly Payment"), except as provided in any SOW attached to this Agreement.

L3.2 Your Quarterly Payment may include a one-time origination fee, amounts carried over from a previous unexpired lease, and other costs.

L3.3 If you request, your IntelliLink® Control Center/Meter Rental fees, Service Level Agreement fees, and Soft-Guard® payments ("PBI Payments") will be included with your Quarterly Payment and begin with the start of the Term. Your Quarterly Payment will increase if your PBI Payments increase.

L3.4 Your obligations, including your obligation to pay the Quarterly Payments due in any fiscal year during the term of this Agreement, shall constitute a current expense for such fiscal year and shall not constitute indebtedness within the meaning of the constitution and laws of the state in which you are located. Nothing herein shall constitute a pledge by you of any taxes or other moneys (other than moneys lawfully appropriated from time to time by or for your benefit for this Agreement) to the payment of any Total Payment due under this Agreement.

L4. EQUIPMENT OWNERSHIP

L4.1 PBI owns any IntelliLink® Control Center or Meter. Title to the Equipment shall pass to you upon installation. However, you and we agree that title shall automatically revert to us in the event of default, or termination due to your non-appropriation under Section 10.

L5. TERM

L5.1 This Agreement shall commence on the date of delivery and shall continue until the earlier of (i) termination at our option upon the occurrence of an event of default, or (ii) the occurrence of an event of a non-appropriation under Section 10, or (iii) the expiration of the Term and your payment of all Quarterly Payments and other sums due and your fulfillment of all other obligations under this Agreement.

L6. SURRENDER OF EQUIPMENT

L6.1 If you default, or terminate this Agreement by non-appropriation under Section 10, you, at your expense, shall return all Equipment by delivering it to us in the same condition as when delivered to you, reasonable wear and tear excepted, to such place or on board such carrier, packed for shipping, as we may specify. Until the Equipment is returned as required above, all terms of this Agreement remain in effect including, without limitation, your obligations to make payments relating to your continued use of the Equipment and to insure the Equipment.

L7. WARRANTY AND LIMITATION OF LIABILITY

L7.1 WE (PBGFS) MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR FREEDOM FROM INTERFERENCE OR INFRINGEMENT.

L7.2 PBI provides you with (and we assign to you our rights in) the limited warranty in the Pitney Bowes Terms.

L7.3 WE ARE NOT LIABLE FOR ANY LOSS, DAMAGE (INCLUDING INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES), OR EXPENSE CAUSED DIRECTLY OR INDIRECTLY BY THE EQUIPMENT.

L8. EQUIPMENT OBLIGATIONS

L8.1 Condition and Repairs. You will keep the Equipment free from liens and encumbrances and in good repair, condition, and working order.

L8.2 Inspection. We may inspect the Equipment and any related maintenance records.

L8.3 Location. You may not move the Equipment from the location specified on the Order without our prior written consent.

L9. RISK OF LOSS

L9.1 You bear the entire risk of loss to the Equipment from the date of shipment by PBI until the end of the Term (including any extensions), regardless of cause, ordinary wear and tear excepted ("Loss").

L9.2 No Loss will relieve you of any of your obligations under this Agreement. You must immediately notify us in writing of the occurrence of any Loss.

L9.3 You will keep the Equipment insured against Loss for its full replacement value under a comprehensive policy of insurance or other arrangement with an insurer of your choice, provided that it is reasonably satisfactory to us ("Insurance"). YOU MUST CALL US AT 1-800-243-9506 AND PROVIDE US WITH EVIDENCE OF INSURANCE.

L10. NON-APPROPRIATION

L10.1 You warrant that you have funds available to pay all payments until the end of your current fiscal period, and shall use your best efforts to obtain funds to pay all payments in each subsequent fiscal period through the end of the Term. If your appropriation request to your legislative body, or funding authority ("Governing Body") for funds to pay the payments is denied, you may terminate this Agreement on the last day of the fiscal period for which funds have been appropriated, upon (i) submission of documentation reasonably satisfactory to us evidencing the Governing Body's denial of an appropriation sufficient to continue this Agreement for the next succeeding fiscal period, and (ii) satisfaction of all charges and obligations under this Agreement incurred through the end of the fiscal period for which funds have been appropriated, including the return of the Equipment at your expense.

L11. REPRESENTATIONS

L11.1 You hereby represent and warrant that (a) you are a state or political subdivision thereof within the meaning of Section 103(c) of the Internal Revenue Code of 1986, as amended (the "Code"); and (b) you have the power and authority under applicable law to enter into this Agreement and you have been duly authorized to execute and deliver this Agreement and carry out your obligations hereunder. You acknowledge that a portion of each Quarterly Payment you shall pay includes interest and that this Agreement is entered into based on the assumption that the interest portion of each Quarterly Payment is not includible in gross income of the owner thereof for Federal income tax purposes under Section 103(a) of the Code. You shall, at all times, do and perform all acts and things necessary and within your control in order to assure that such interest component shall be so excluded. If any interest is determined not to be excludible from gross income, your Quarterly Payment shall be adjusted in an amount sufficient to maintain our original after tax yield utilizing our consolidated marginal tax rate, which adjusted Quarterly Payments you agree to pay as provided in this Agreement, subject to Section L10. The rate at which the interest portion of Quarterly Payments is calculated is not intended to exceed the maximum rate or amount of interest permitted by applicable law. If such interest portion exceeds such maximum, then at our option, if permitted by law, the interest portion will be reduced to the legally permitted maximum amount of interest, and any excess will be used to reduce the principal amount of your obligation or be refunded to you. You shall not do (or cause to be done) any act which will cause, or by omission of any act allow, this Agreement to be an "arbitrage bond" within the meaning of Section 148(a) of the Code or a "private activity bond" within the meaning of Section 141(a) of the Code. At the time of your execution of this Agreement, you shall provide us with a properly prepared and executed copy of the appropriate US Treasury Form 8038-G or 8038-GC and you appoint us as your agent for the purpose of maintaining a registration system as required by Section 149(a) of the Code. This Section shall survive the termination of this Agreement.

L12. MISCELLANEOUS

L12.1 If more than one customer is named in this Agreement, liability is joint and several.

L12.2 YOU MAY NOT ASSIGN OR SUBLET THE EQUIPMENT OR THIS AGREEMENT WITHOUT OUR PRIOR WRITTEN CONSENT.

L12.3 We may sell, assign, or transfer all or any part of this Agreement or the Equipment. Any sale, assignment, or transfer will not affect your rights or obligations under this Agreement.

Gregg Schuster



First Selectman

MEMORANDUM

To: Board of Selectmen

Cc:

From : Gregg Schuster, First Selectman

Date: 9/02/10

Re: Town Policy Manual

Previously, all policies enacted by the Board of Selectmen have been contained in the minutes and/or a policy binder. Without a single source, it can be difficult to know all of the policies adopted by the board.

In order to consolidate these policies, I am recommending that the board combine all policies into a single document and make any future policy changes or additions to this document. This document will include all adopted town policies, but will exclude policies created by the Board of Finance. Additionally, the personnel policy and the purchasing policy will be excluded from this document and will be maintained separately.

There may be other policies that were enacted that our research has not uncovered. This manual is not meant to supersede any policy and the adoption of this manual should not render any previously approved policy invalid. If you are aware of a policy that is not included in this manual, please let me know so it can be included.

Suggested Motion – “Motion to approve the Town Policy Manual with the understanding that the exclusion of a previously adopted policy from this manual does not mean that the policy is no longer in place and the inclusion of a policy that is found not to be included in the policy manual or an included policy does not contain current language, shall be updated immediately and followed per the most current language.”

TOWN OF COLCHESTER



POLICY MANUAL

Created: 07/15/2010

Note: No policies were updated in the creation of this manual

TABLE OF CONTENTS

	<u>Last Update</u>	<u>Page</u>
1.0 Introduction		1
2.0 Nondiscrimination	09/20/2007	2
3.0 Facilities		3
3.1 Naming Facilities	08/17/1995	4
4.0 Parks & Recreation		5
4.1 Refund Policy	04/08/2008	6
4.2 Special Event	06/07/2007	8
4.3 Sports League Field Use	03/10/2009	19
5.0 Police		25
5.1 Police Department Fundraising	05/15/2008	26
5.2 Compensatory Time	02/04/2010	28
6.0 Public Works		29
6.1 Road Naming	06/21/2005	30
6.2 Snow & Ice Removal	11/05/2009	31
6.3 Vehicle Use	05/17/2007	39
7.0 Youth & Social Services		40
7.1 Social Services Donation Accounts	06/04/2009	41
8.0 Finance		43
8.1 Purchasing Policy	11/19/2009	44
8.2 Fund Balance Policy	05/19/2010	60

1.0 INTRODUCTION

This manual shall serve as a comprehensive guidebook of all town policies that pertain to departments outside of finance and personnel. This manual should be a go-to source for guidance and instruction. Should there be any conflicts with the policies within the manual, please consult the First Selectman's Office. As new policies are adopted, they will be included into the manual as soon as possible. Updated copies of this manual will always be available in the First Selectman's Office or on the Town Hall shared drive, under "Employee Resources."

2.0 NONDISCRIMINATION

RESOLVED, That the Town of Colchester hereby adopts as its policy to support the nondiscrimination agreements and warranties required under Connecticut General Statutes 4a-60(a)(1) and 4a-60a(a)(1), as amended in State of Connecticut Public Act 07-245 and sections 9(a)(1) and 10(a)(1) of Public Act 07-142.

3.0 FACILITIES

3.1 Naming Facilities

3.3 Naming Facilities

Town facilities/areas shall be named after a person, family, organization or commercial enterprise only under the following conditions

- A significant investment in personal time or financial investment shall have been made to the facility/area or users of such facility/area; or
- When a significant financial contribution has been made to the Town and it specifies a specific name which must be honored if the donation is accepted and duly recorded in the Town records; or
- In general, when it is to honor a significant contribution to our state, town or nation.
- In all instances, when an individual's name will be on a Town facility/area it can not be requested prior to the first anniversary of their death.

Sponsor groups should submit their request for the naming of a Town facility/area to the Board of Selectmen with a valid petition as described by State statute or Town charter, whichever takes precedent, to be put on the voting machines at the next formal election.

The Board of Selectmen at their discretion, with a vote of eighty (80) percent of the Selectmen, may approve appropriate plaques, dedication of trees or other forms of recognition to accommodate and recognize groups and people that make significant contributions even though the facility or areas will not be named after them.

4.0 PARKS & RECREATION

- 4.1 Refund Policy
- 4.2 Special Events
- 4.3 Sports League Field Use

4.1 Refund Policy

“Colchester Parks & Recreation stands behind all of its programs and activities with a satisfaction guarantee. If you are not completely satisfied, we will do what it takes to make things right.”

The procedure will be:

1. Ask what s/he disliked about a particular program
2. Ask how we can make it right
3. If a whole or partial refund is requested, ask for request in writing, including the reason for the request.
4. Refunds will be credited to a credit card, if that was the original payment method; otherwise, a refund may be left on account or sent by check.

This policy also applies to people wishing to cancel out of a program before or during participation, with no prorating. No programs are excluded from this policy. This policy does not apply to any funds deposited into the General Fund (facility rentals, special event permits, etc.)

Background

The goal of any refund policy is to improve customer satisfaction with the organization. By creating a complicated, convoluted policy full of exceptions and exclusions, the refund process can often exacerbate the problem rather than solve it.

Existing general policy: Refund/Credit Policy

All refunds will be charged a \$10 handling fee, must be accompanied by a written request and be over \$20. Refunds under \$20 or without a written request will be left as a credit on the household's account. Credits to the household's account are not subjected to the \$10 handling fee. Prior to the program registration deadline (1 week prior to the start date) if a participant cancels their registration, they may receive a refund or credit. After the program registration deadline date refunds will only be given when accompanied by a doctor's note. If you transfer between classes before the registration deadline date there will be no handling fee.

Summer camp currently has its own policy:

Registration for Day Camp and Kindercamp requires a 50% non-refundable deposit. If prior to the start of camp a participant cancels their registration due to an illness or injury, they will receive a refund or credit for fees paid excluding the 50% non-refundable deposit. A doctor's note is required for all refunds.

Likewise, Bus Trips currently have a specific policy:

No refunds for trips will be given unless the registrant can find their own replacement or we have a waiting list. Refunds will only be given if the Parks and Recreation Department cancels the trip.

All policies would be eliminated/replaced with the proposed department-wide policy.

A liberal refund policy encourages potential participants to try programs they might otherwise have been hesitant about, and thereby creates new customers and increased revenue. This very hypothesis has been proven in Windsor, CT, where their Recreation Services department uses such a policy. Additionally, they have seen a decline in refund requests.

After Department-initiated refunds (due to cancelled programs, clerical errors, etc) are removed, a very small percentage of each year's revenue is refunded due to customer request.

In practice, most, if not all, refund requests are currently granted as exceptions to the policy, with such exception noted to the customer. This new policy would make the system more transparent and actually reap the public relations benefits that these "exceptions" do not produce.

Under the new policy, these numbers will continue to be monitored, to ensure that the Program Fund remains fiscally sound with regards to refunds. Of course, numbers alone will not tell the story. The primary reason for the change in policy is improved customer satisfaction, which is more difficult to measure. However, we will endeavor to perform pre- and post-policy change surveys that will assist with that measurement

4.2 Special Event

DEFINITION:

A special event is a public function that is open to the community at large.

Examples of special events would include:

Parades	Other outdoor cultural events and community festivals
Marathons and fun-runs	Street fairs
Motorized vehicle races or contests	Public Speaker events
Circuses, fairs and rodeos	Large Town/BOE events
Outdoor music concerts, shows and exhibitions	Sports Tournaments

PURPOSE:

Special events present an opportunity to invigorate civic pride, to celebrate the social and cultural fabric of a community, and to encourage economic development. Because of their very nature as common grounds for recreation and enjoyment, public parks and recreation open spaces often provide the right atmosphere for the hosting of these celebrations. The purpose of this Administrative Order is to establish a standard procedure of application, evaluation and permitting of special events in town-owned and operated park and recreation facilities, in an effort to:

- Ensure events remain for public park purposes only;
- Provide broad public benefit;
- Respect park capacity, infrastructure and adopted general plan;
- Ensure compatibility and sympathy with surrounding land uses as well as natural, cultural and historic park resources;
- Meet the conditions of the Codes of the Town of Colchester, and,
- Minimizes negative impacts to the health, welfare and safety of the public.

A special event permit shall be required for the following activities:

a) An organized formation, parade, procession or assembly of more than one hundred (100) participants (may include people, animals, vehicles or any

combination thereof); that assemble or travel in unison on any public street, highway, alley, sidewalk or other public way.

b) Any organization formation, parade, procession or assembly which either (1) may impede, obstruct, impair or interfere with free use of a public street, highway, alley, sidewalk, or public way owned, controlled, or maintained by the Town or (2) does not comply with normal or usual traffic regulations or controls.

c) Any outdoor activity of a group of more than one hundred (100) persons on Town-owned, controlled or maintained property such as town parks and open space, where a standard reservation or facilities use permit has not been granted.

d) Any activity on public property that could reasonably be expected to require provision of public safety services.

e) Any activity on public property that involves the placement of a tent, canopy, or other temporary structure (e.g. stage, bleachers), if that placement requires a permit from the Town's Fire Department or Building Division.

Exceptions to special event permit applications:

* Regular facility rental application and fees still apply to any permit that has been exempt from the special event status.

a) Special events, as defined by this Administrative Order, do not include picnics, weddings, funerals or elections.

b) Activities conducted by governmental agencies acting within the scope of its authority.

c) Groups using picnic shelters at town parks where a shelter reservation and facilities use permit has been requested and granted. The group must not exceed/violate any other noise, facilities use or public safety regulations.

d) Events conducted by local elementary schools, middle schools, high school that are conducted on their own grounds and property, which will not significantly impact traffic flow on surrounding public streets or pose a risk to public safety.

e) Lawful picketing and free speech activities that do not involve the use of vehicles, animals, fireworks, pyrotechnics or equipment (other than sound equipment).

SECTION I - SPECIAL EVENTS CLASSIFICATIONS:

Special events shall be classified according to their size by both the required staging area and number of people attending; their duration; and, their infrastructure support requirements (tents, parking, roads, restrooms). The achievement of any one of the higher criteria shall qualify an event for the higher classification. For instance, if an event lasts for only two days but 7,000 people are expected to attend each day, the event shall be classified as a Class "D" event.

Class A - 1 Day or up to 250 total attendance, with minimal parking and infrastructure requirements, and compatible with public use of park sites.

Class B – 2-3 Days, or up to 500 total attendance, with moderate parking and infrastructure requirements and compatible with public use of parks and sites.

Class C – 4-6 Days, or up to 1,000 total attendance per day, with moderate parking and infrastructure requirements or limits on public use of park site.

Class D - 7 or more days, or 3,000+ total attendance per day, with heavy parking and infrastructure requirements or restrictions on public use of park site.

The Town of Colchester reserves the right to adjust or waive the limits of classification and/or duration as deemed in best interest of the town.

SECTION II - PARK RESTRICTIONS:

Mechanical Amusement Rides

Mechanical Amusement Rides will only be permitted at the Town Green and Recreation Complex. Mechanical amusement rides shall be allowed only in parks, with restrictions placed on location, and their impact on the welfare and safety of both the public and the park site.

Noise

The Town of Colchester prohibits unreasonable and disruptive noise that is clearly incompatible with the normal activities of certain locations at certain times. Please refer to Town of Colchester Zoning Regulation 3.7.6.G.

No music or entertainment shall be allowed between the hours of 10:00 p.m. and 7:00 a.m., in such a manner as to be plainly audible at the park boundary. If either of these restrictions is breached, it will be considered a violation of the Code.

Failure to comply with requests to decrease noise to an acceptable level will result in notification to the Police Department. The Police Department has the authority to make an arrest. Failure to comply may also result in the revocation of a special events permit, and may prohibit the issuance of a permit for future events by the event organizer.

Fireworks

Events featuring fireworks must obtain a fireworks permit from the State Fire Marshal's office and local Fire Marshal, as well as any other appropriate municipal permitting jurisdiction.

Signage

Promotional signs are limited to the Community Events Board. Sponsorship banners and signage are allowed only within the designated event site and may be displayed no more than two weeks prior to the event. All signs and banners must be immediately removed from the site following the event. All wording of signs and designated locations must be pre-approved by the Parks & Recreation Department.

Sandwich Board signs are limited to cultural arts performance promotion only; they must be less than 32 square feet in size (total of both sides) and must be set 15' back from the travel portion of the road. Signs and banners may require a zoning permit.

Alcohol is prohibited on a town property. Smoking is not permitted in any town park or on any school grounds. Dogs must be on leash on all town property (except for service dogs or with special permission from the town.)

SECTION III - APPLICATION PROCESS, REQUIREMENTS AND FEE SCHEDULE:

When an organization seeks to host a special event in a town parks and recreation facility, the event organizer must contact the Colchester Parks and Recreation Department for an Application Package. The Application Package shall include the following information:

- This policy
- Facility Use Application Form
- Departmental Approval Form
- Town Indemnification Form
- Public Information Form
- Insurance F.A.Q.

Applicants will be required to resubmit the special events application annually. In addition to the application, a description and definition of the event with proposed dates will be required. Applications will be valid for one year.

The Town of Colchester reserves the right to adjust or waive the limits of any special event in best interest of the town.

Special Event Permit Fee: \$50/day/event (not incl. setup/breakdown)

The following types of special events are **EXEMPT** from the application fee:

Events produced or sponsored by the Town of Colchester, the Board of Education, or their agents.

Additional Fees:

The event organizer is responsible for full reimbursement to the town of any and all costs borne by the town. If any town staff and/or equipment are required to assist to operate or provide maintenance for an event, the town shall be compensated for the full cost of providing the support. The Town will make no capital investment in infrastructure to support the event.

14 days following the closing of the event, the department will invoice the event organizer for all applicable costs and charges. The event organizer will have 30 days to remit payment.

The event organizer will be required to provide the following information in addition to the permit fee:

- Facility Use Application Form
- Departmental Approval Form
- Town Indemnification Form
- Public Information Form
- Insurance Certificate
- Event Description (Purpose, History, etc)
- Proposed Site Selection/Site Plan

SECTION IV - EVALUATION CRITERIA FOR APPROVAL:

Priority will be given to pre-established, annual events. Not-for-profit organizations will be given priority over events or festivals which generate profit for the private sector. If the conditions have been satisfied to allow an event sponsored by a for-profit enterprise, the event organizer must provide evidence that:

- The event constitutes a community service;

- It is in the best interests of the general health, safety and welfare of both the participants and citizens of Colchester;
- There is little to no impact on and/or cost for town support services; and,
- The frequency and uniqueness of the event does not conflict with or replicate an already-existing festival or event.

If an event proposed by a for-profit corporation does not meet the established criteria, the application will be denied.

The event organizer will be notified within 14 days of receipt of its application whether the application has been approved for a Special Events Permit.

- The Parks & Recreation Facilities Subcommittee will forward its recommendation through the appropriate personnel to the Department Director for final approval.
- Once an application to host a special event is submitted to the Department, the Parks & Recreation Director, or designee, will provide the initial review for fulfillment of base criteria and guidelines, as well as any conflict with existing events.

All applications will be subject to the following evaluative criteria, as reviewed by the Facilities Subcommittee of the Parks & Recreation Commission:

- Classification of the event and its compatibility to the proposed park site's classification
- Appropriateness of event to public park purpose
- Performance History of event and event organizer (if applicable)
- Impact on park property and surrounding natural and cultural resources
- Impact on traffic conditions
- Ability to comply with all local permitting requirements
- Availability of town support services, such as parks grounds maintenance crews
- Impact on adjacent land uses and neighborhoods
- Duplication of existing town-permitted event
- Enhancement to tourism, economic development and quality of life
- Ability to generate positive local, regional or national media exposure
- Ability to generate revenues for the Department

The next step will be review and approval by all applicable Town departments, including:

- Board of Selectmen
- Police Department
- Fire Marshal
- Planning & Zoning
- Health Department

- Building Official

Once all departmental approvals are received, the Parks & Recreation Department will issue the official permit.

The Town is under no obligation to issue special events permits for use of its parks and recreation facilities. If an event is found to be incompatible with a proposed site's classification, a more appropriate park site may be suggested to the event organizer. An application will be denied if an event is found to:

- Be inappropriate to public park purpose.
- Exert adverse impact on a park and/or its surrounding infrastructure, natural or cultural resources.
- Exert significantly adverse impacts on the traffic conditions and/or adjacent land uses and neighborhoods.
- Have a history of poor performance in town parks.

At the Department's discretion, an application can be denied if a special event is found to replicate other events or to diminish the uniqueness of already established community celebrations.

SECTION V - REGULATORY AND PUBLIC SAFETY REQUIREMENTS:

Outside of the Parks and Recreation Department, many other agencies, including regulatory and public safety, require permits for the execution of a special event. These agencies set their own requirements and fees. It is the responsibility of the event organizer to obtain these permits:

At a minimum, the following must be obtained prior to the event:

Insurance

General Public Liability of \$1 million coverage, depending upon event activities
Automobile Liability Insurance of at least \$300,000
Town must be listed as Certificate Holder and Additional Insured

Flow/Vehicle Parking

Event organizer will provide appropriate staffing to address parking needs.

Grounds and Facility Maintenance

Parks & Recreation Director will review with event organizer the need for Parks & Recreation support staff.

All necessary Building and Zoning Permits

May require approval of structural components, such as tents, electrical and handicapped accessibility.

Sanitation/Health

All food service concessions and restroom facilities must meet Public Health Code requirements. Temporary permits for food service concessions must be obtained prior to the event.

The following cases will require permits from the Department of Environmental Protection (DEP):

- Waste water disposal
- Recreation Vehicle (RV) waste water disposal

Portable Restrooms

The Town of Colchester will provide 3 water closets (2 regular/1handicap) on the town green during the summer months. Any additional water closets required per General Statute are the responsibility of the event applicant.

Garbage Removal

Any special event that takes place on a town owned property must provide their own solid waste removal.

This may include dumpsters and/or roll-off trash receptacles, contracted by the event, as appropriate, as determined by the Parks & Recreation Director. The Parks and Recreation Director, or designee, will determine placement of all waste disposal containers and trash receptacles.

Fire Safety

Fire Marshal will conduct any and all necessary inspections, and determine staff requirements for each event.

Departmental Approval Form

PART I – Procedure

Application for a special event must be completed and returned to the Parks and Recreation Office twenty one (21) calendar days prior to the commencement of the event. The Parks & Recreation Department will circulate the application to appropriate authorities for their comments and recommendations. Approved

applications shall be approved within 10 business days from date received. The following shall serve as a guide in preparation of your application:

Police Department

- 1) Police Official(s) shall determine the need for a police detail to conduct order, maintenance, security and traffic control.
- 2) When applicable, police officials, upon review of the application and/or after conducting an on-site inspection will ascertain what crime prevention/security measures must be implemented prior to the commencement of the event.
- 3) The applicant/organization may be required to provide a roster containing the name, date of birth and motor vehicle information for all employees, officials, vendors and security personnel upon submission of the special event application.
- 4) The Police Department/Resident Trooper shall review all special event applications submitted to the Police Department. The Police Department/Resident Trooper shall investigate the legality of the event applied for and the applicant(s) fitness to be in control of such an event.

Fire Marshal

- 1) When applicable, the Fire Marshal shall review the application and determine if the proposed use will comply with the State of Connecticut Fire Safety Code. The applicant shall provide such plans, drawings, specifications and information that the Fire Marshal requests for such review. After conducting an on-site inspection, the Fire Marshal shall determine if the proposed activity meets the requirements of the Connecticut Fire Safety Code.
- 2) The applicant shall apply for and obtain all necessary permits from the State of Connecticut.

When applicable, Fire Marshal, upon review and/or after conducting an on-site inspection shall determine what fire prevention and emergency medical readiness shall be required prior to the commencement of the event.

Building Official

When applicable, the Building Official upon review of the Building Permit application and/or after conducting an on-site inspection will ascertain what provisions of the Connecticut State Building Code must be complied with prior to commencement of the event.

Zoning and Planning

When applicable, the Zoning Enforcement Officer upon review of a complete zoning permit application with backup documentation and/or after conducting an on-site inspection will ascertain what provisions of the Town of Colchester Zoning Regulations must be complied with prior to the commencement of the event.

(Note: Applicant must obtain Town of Colchester's representative's signature as owner of property on any permit applications.)

Health Department

When applicable the following information must be submitted to the Health

Department upon application for a special event:

- a) Sketch of the area showing the location of display, sales, entertainment, food booths/sales area, portable toilets and hand washing facilities.
- b) Estimate the number of people expected and the number of portable toilets and hand washing facilities.
- c) Types of food to be offered, where prepared, when prepared and where served.
- d) If motor homes or camp trailers are used for overnight sleeping accommodations are they self-contained? How will wastewater be disposed of?
- e) When an event starts on a Saturday or Sunday, food preparation areas, hand washing and toilet areas must be ready for inspection by 12 P.M. Friday.
- f) When an event is scheduled for a weekday, food preparation areas, had washing and toilet areas must be ready for inspection at least five hours prior to opening.
- g) All state and local regulations regarding food handling must be complied with or no food sales will be permitted.
- h) The vendors must meet with the Director of Health to clear all requirements 2 (two) weeks prior to the event.
- i) An application for a temporary food service is to be completed and submitted to the Director of Health 2 (two) weeks prior to the event.

j) All applicable license fees must accompany the application.

k) Commercial (for profit) vendors based outside Colchester must submit a current inspection report from their Health Department at least 1 (one) week prior to the event.

Parks and Recreation

A preliminary and a final pre-event meeting between the event organizer(s) and the Parks and Recreation Director and his/her staff may be required and arranged to ensure a coordinated effort. The Parks and Recreation Director may require a final list of officially recognized entrants no later than 72 (seventy-two) working hours prior to the commencement of the event. Organizers are required to make arrangements for post-event cleanup. For youth events, the applicant must provide the name(s) of supervisors, a safety plan, and the chaperone to youth ratio.

4.3 Sports League Field Use

APPLICATION TIMELINES

Sports Leagues

Any sports league wishing to use facilities under the jurisdiction of the Colchester Parks & Recreation Commission should make their request to the Director of Parks & Recreation at the appropriate Facility Scheduling Meeting (see below.) Meetings are held at 6:00pm, prior to that month's Parks & Recreation Commission meeting, which is typically the first Monday of each month.

Sports Season	Facility Usage Period	Facility Scheduling Meeting
Spring – Outdoor	April through August	February
Fall – Outdoor	August through November	June
Winter – Indoor	November through March	September

Special Events

Special Event facility requests may be made up to one year in advance by submitting the appropriate paperwork to the Parks & Recreation Office. Please see the document entitled "Policy Governing Issuance of Special Events Permits."

Miscellaneous Rentals

All other reservation requests may be made according to the policy entitled "Park Pavilion/Sport Field Rental Policy".

CONFIRMATION OF APPLICATION

The Department strives to confirm all requests within 10 business days following the Application submittal. Note that it is possible that some delays may take place during the application review process due to unique case-specific situations, and that these situations will be addressed as soon as possible. Note: changes in dates, times or cancellation could result in a permit fee assessment.

Permit applications must be filed annually. Release form, insurance certificates expire and must be renewed. Please notify us of any changes in your board of directors, coaches and managers.

PRIORITY SCHEDULING

1. Town-sponsored programs will receive first preference and may override outside confirmed reservations.
2. League, scheduled, and make-up games will take preference over practices.

FACILITY RENTAL FEES

By default, all leagues must pay all applicable fees. However, “endorsed” leagues may have field rental fields waived; amenity fees (lights, pavilion rental, etc.) will not be waived.

BALLFIELD LIGHT FEES

Lights are billed on an hourly basis, based on the current fee schedule:

LIGHT OPERATION

Sport Leagues will receive league-specific codes and instructions for operation of the lights, and will be billed on a monthly basis.

Other rentals will be arranged as either pre-set times for the lights to be on/off, or controlled by on-site staff, which may be billed to the rental group.

RESIDENT STATUS/ELIGIBILITY

1. The Colchester Parks and Recreation Department reserves the right to request proof of eligibility for all applicants using Colchester facilities.
2. Non-Resident Fees are charged as follows:
 - Adult Sports (Men and Women) – \$20.00 per non-resident player

TEAM ROSTER

Team rosters are due to Parks & Recreation Office prior to league game play start date. Residency proof must be included with rosters. Valid proof is a copy of CT Driver's license listing Colchester as address (front & back must be on copy), copy of lease or rental agreement, or a warrantee deed to your property. Team roster will be spot-checked by staff periodically throughout the season. Nonresident fees will be accepted by mail or walk-in, or by credit card.

MAINTENANCE & SUPERVISION REQUIREMENTS

1. Maintenance of facilities, field preparation needs, and special requests must be submitted in writing to the Director, who shall coordinate scheduling with the Parks Maintenance Division. Field maintenance will follow the established guidelines.
2. Cooperation with the Parks Maintenance Division is expected at all times. This includes altering practice schedules if necessary to accommodate field maintenance. A pre-event on-site inspection with the Parks Crew Leader or Director of Parks and Recreation may be required.
3. Any group or organization using facilities will be responsible for providing proper supervision and janitorial services for the area in use.
4. Custodial fees will be charged when services are requested for special setups and area restoration, if personnel are not normally scheduled. Custodial fees shall be paid at an hourly rate set by the Parks and Recreation Department, which may be for a minimum of two hours.

INCLEMENT WEATHER

Caution must be exercised with the use of facilities when wet. Rescheduling of events may be required. Two considerations follow:

1. Should the Parks and Recreation Department determine that the fields should not be used due to inclement weather, the league will be notified by 3:00 p.m. If conditions dictate closure after 3:00 p.m., it will be up to the discretion of the officials and/or coaches using established guidelines.
2. The Parks and Recreation Department has the discretionary right to cancel events scheduled to be held at the Town Green.

FOOD CONCESSIONS

1. Organizations must request permission for the sale of food and/or beverages for their events separately from this form. Applications are available at the offices of the Town Code Enforcement Department.
2. Rights to the Football Field concession stand are only provided to Colchester non-profit youth organizations.

SECURITY DEPOSITS/DAMAGES

Security deposits may be required.

1. The amount of the deposit will be determined on a case by case basis by the Director of Parks and Recreation. The deposit must be received no later than 14 days prior to the event in the form of a bank or certified check, made out to the "Town of Colchester".
2. Should damages occur during use, a written report must be filed with the Parks and Recreation Department within 24 hours by the person identified on the application.
3. The Parks and Recreation Department will inspect the facilities for damage at the close of the event. Failure to exercise reasonable care in the use of the facility or field will result in the forfeiture of all or part of the security deposit and will limit the applicant's ability to obtain permits in the future.
4. The cost of repair will be based upon three (3) written estimates. Should the cost of repair exceed the security deposit, the applicant will be billed for the balance, with payment to be made within 30 days.
5. If a security deposit is not made as part of the reservation, and damages occur, the applicant will be billed for all damages incurred, with payment to be made within 30 days.
6. Any refunds of the security deposit will be processed within 30 days of the close of the event.
7. In the event that the user's insurance has a deductible, the user shall provide a security deposit to cover the difference between the deductible and \$1,000, or a determined portion thereof.

Your deposit will be retained by the Town for any of the following:

1. Failure to have the required number of chaperones.
2. Damage to building, equipment, or property (you will also be billed in addition to retained deposit, according to the cost of repairs).
3. Failure to clean up properly.
4. Failure to surrender the facilities at the scheduled time.
5. Unruly or disruptive actions of participants.
6. Use of rooms not rented or areas reserved but not used.
7. Misrepresentation of your organization and the type of activity.
8. Cancellation of the event within one week after payment is received.
9. Failure to hire Police for the event when required.

SAFETY PLAN/PROCEDURES

A supervisor of an activity involving young people has the responsibility to assure that conditions exist to promote the highest degree of safety possible. For example: higher than anticipated attendance; small children unattended; first aid provisions; etc. Facility users must take appropriate precautions, such as providing onsite medical staff, first aid kits, and/or the ability to contact emergency services.

EMERGENCY CONTACT

In case of any emergencies of safety and/or property damage, call 911. Please reserve this for strict emergencies.

APPEAL AND COMPLAINT PROCESS

Applicant must make his appeal in writing within ten (10) days for reconsideration. The Parks and Recreation Director or Commission shall review all appeals and render a decision within five (5) days.

COACH TRAINING REQUIREMENTS

The Colchester Parks & Recreation Commission is a local chapter of the National Youth Sports Coaches Association (NYSCA). In this capacity, the Commission formally voted to endorse the NYSCA's National Standards for Youth Sports, and will follow these standards in all youth sports programming offered by the Commission. As part of their commitment to making youth sports a safe, fun, positive learning experience we offer the following requirements:

- Coaches, at least one head coach per team, and two league administrators attend annually and pass the NYSCA Volunteer Coaches Training program offered by the Parks & Recreation Department.
- Parents or guardians of participating children shall sign emergency medical treatment/medical history forms. These forms shall be made available to each coach and shall be available at the facility at the time of such participant's use.
- First aid kits shall be on the playing field/surface at all times, fully supplied, and visible to all.
- An emergency action plan and guidelines for coaches shall be made available by the organization.

The Parks & Recreation Department will schedule seasonal training courses, open to leagues and the public. Should additional courses be desired, leagues must coordinate with the Department.

It is recommended that coaches should attend Red Cross First Aid & CPR classes, and Bloodborne pathogens training, to supplement their NYSCA training.

The Parks & Recreation Department and their staff can provide advice, sample formats for permission slips, etc, and other services if requested. We are also available to assist in scheduling a parents' meeting to assist the league in teaching parents of the importance of their role in the youth sports program.

NOTIFICATION OF CHANGES

The Colchester Parks & Recreation Commission shall provide written notification of any operational or policy changes to all organizations using town facilities prior to their effective date.

5.0 POLICE

- 5.1 Police Department Fundraising
- 5.2 Compensatory Time

5.1 Police Department Fundraising

1. The Police Commission will form a fund-raising committee which will include at least one commissioner, one officer, and one citizen.

2. The Fundraising Committee will identify each fund-raiser event to be conducted and determine what the money will be used for.

3. The committee will develop a Fundraiser Action Plan to include what, how, when, and where to hold the event.

- Officers, commissioners and volunteers are to be involved in the event.

- Officers cannot be made to volunteer nor can they be assigned their normal workday duties as part of the event; however, officers are obligated to take any actions normally undertaken by an off-duty police officer.

- While officers may not wear their normal work uniforms during the event, clothing may be worn that denotes them as a "Colchester Police Officer."

- The committee should take into account the timing of the event. There are many fund-raising events during the year by other organizations. Try not to conflict with them.

4. Each event will be pre-approved by the Police Commission and, subsequently, the First Selectman.

5. Complete the fund-raising event.

6. All funds collected will be deposited into the Town's General Fund in the Police Special Revenue account.

7. The committee will review and critique the fund-raising event.

- What went right?

- What can be improved?

- What citizen input was given during the event?

8. The committee will send a report to the Police Commission and First Selectman within 30 days of completion of the event. A copy of the report will be filed for future reference.

5.2 Compensatory Time

The purpose of this policy is to define compensatory time, how it is acquired and how it is utilized as it relates to covering patrol shifts and hours worked beyond an officer's regular scheduled shift.

1. Compensatory time is that time accrued by an officer in lieu of being paid overtime. Such compensatory time shall be accrued at a rate of 1 ½ time the normal earnings for the officer's.
2. No officer can be forced to accrue compensatory time instead of being paid overtime. Once an officer accrues compensatory time, it cannot be taken away.
3. Officers will not be allowed to accumulate more than 60 hours of compensatory time. However, should a special condition exist, and only after approval by the Police Commission or its designee, additional compensatory hours may be accrued. Under no circumstances shall compensatory time exceed a maximum of 90 hours.
4. Any officer retiring from service or terminating his/her employment as a police officer in the Town of Colchester, with remaining compensatory time on his/her record, shall have the option of being paid for the accrued compensatory hours of service or choose to utilize said hours for approved leave.
5. Compensatory time requests for two (2) or more days must be submitted at least fifteen (15) days in advance unless there are extenuating circumstances. All compensatory time requests for one (1) day shall be submitted at least twenty-four (24) hours in advance. All compensatory requests must be submitted to the Supervising Resident Trooper of designee.
6. All request for compensatory time shall be granted on a first come, first serve basis. In the event of conflicting requests, the employee with greater seniority shall have preference.
7. The Police Commission shall review this policy from time to time and consider making changes to best serve the needs of the Town of Colchester.
8. The Police Commission or the First Selectman may suspend the officer's ability to take compensatory time in lieu of overtime pay, as necessary.

6.0 PUBLIC WORKS

- 6.1 Road Naming
- 6.2 Snow & Ice Removal
- 6.3 Vehicle Use

6.1 Road Naming

Over the years, the veterans' groups have come before the Town requesting that streets being proposed be named after veterans who have made the ultimate sacrifice.

Chris Beauchemin and Alicia Lathrop worked on a recommend road name list to be considered. The only changes to this list would be that the suggested veterans names be first on the list and the name Champion be listed under the veterans portion.

At the June 16, 2005 Board of Selectmen's meeting, the board voted to recommend to the Zoning and Planning Commission that a regulation be added to the subdivision regulations that reads,

"Street names shall be approved by the Zoning and Planning Commission and shall not duplicate or cause confusion with the names of existing streets in the town or adjoining town. Applicants are encouraged to select names having a historical connection with the town, and the Zoning and Planning Commission shall maintain a list for this purpose"

This regulation is in the Town of Canton zoning regulations.

Currently, road names must not conflict with other road names in the KX Emergency Response area, and the Board of Selectmen adopted a policy many years ago recommending the use of Colchester veterans' names for roads. There are a few roads that are named after veterans now; however, the Board of Selectmen supports moving forward with the regulation and the recommended road names that are attached.

6.2 Snow & Ice Removal

I. General Statement

The purpose of this document is to have in place a written plan to respond to the snow and ice control needs for roads maintained by the Town of Colchester (the "Plan"). This Plan defines the responsibilities of both the Town of Colchester and the Public during snow and ice control activities.

Notwithstanding the circumstances involved with changing climatic conditions, the Town will endeavor to keep Town-maintained roads in a reasonably safe condition for travelers. The Town will endeavor to exercise reasonable care and diligence in the performance of their duties, consistent with the intent of this Plan. Travelers who use Town-maintained roads are expected to demonstrate due care and reasonable caution, especially under adverse weather conditions.

Any and all statements included in this Plan shall supercede any previous written, oral, or past practice procedures, unless otherwise stated herein or specifically amended orally or in writing by the Director of Public Works or the Board of Selectmen of the Town of Colchester.

II. Duration of Plan

Emergencies notwithstanding, this policy shall be considered guidelines for use in the Public Works Department defined as "Winter Maintenance Season", generally from 15 November through 15 April, annually. These guidelines shall be used during this period regardless of time of day or day of week. The Department is prepared at any time during this period to suspend normal operations and initiate snow and ice control activities as described in these guidelines.

III. Connecticut General Statute

Section 13a-107: Selectmen are to open highway blocked by snow. Whenever any highway becomes blocked with snow to an extent that renders the same impassable for public travel, the selectmen of the Town in which such highway is located shall cause such highway to be opened for public travel at the expense of such Town within a reasonable time thereafter, if they find the same to be required for public convenience and necessity. Any selectman who fails to open

any highway so blocked, when requested in writing to do so by six taxpayers residing on or near such highway, shall be fined ten dollars. The provision shall not apply to any highway within the limits of any city or borough, unless the Town has the supervision of the highways in such city or borough.

IV. General Procedures

Snow and ice control work must be carried out on the premise that such work is under emergency conditions. Therefore, proper advanced preparation is necessary. This preparation includes obtaining the necessary materials for use during winter snow and ice control operations, maintenance of equipment used prior, during, and after these operations, and a plan for scheduling and directing personnel.

Materials - Suitable quantities of suitable materials shall be obtained and stored in preparation for use for snow and ice control operations. New technologies are allowing the use of new products such as treated salt to be used in conjunction with or in place of, a sand/salt mix. Other treatments may be developed from time to time. These products may be used as approved by the Director.

Prior to the Winter Maintenance Season, arrangements shall be made for the delivery and storage of suitable quantities of materials for the anticipated duration of single or multiple storm events. If necessary, additional quantities shall be available should the need arise. Any company supplying snow and ice control materials must be capable of delivering additional quantities in a short turnaround time after requested. Storage shall be at a location convenient for efficient use during snow and ice control activities. Storage of these materials shall be consistent with all applicable standards and regulations.

Equipment – All snow and ice control equipment shall be installed and checked for proper operation in mid-October to provide sufficient time for unanticipated maintenance to be performed prior to 15 November. Beginning with the first weekend after 15 November, all vehicles shall be dressed for winter snow and ice control work prior to the end of work on the last work day prior to the weekend (or holiday) unless otherwise directed by the Public Works Director or Highway Supervisor.

All equipment shall be thoroughly checked prior to leaving the yard in accordance with CDL requirements with a pre-trip check list filled out. All vehicles shall be evaluated throughout the work period by the driver with any problems identified and reported to the Supervisor. Any significant problems shall be reported immediately directly to the fleet maintenance department in accordance with standard practice.

Overloading Vehicles – No vehicle shall be intentionally overloaded. While it is not possible to weigh each vehicle during snow and ice control activities, the

Town of Colchester has taken the effort to weigh each truck and each truck axle during undressed, dressed, loaded with plow up and loaded with plow down configurations in an effort to ensure that no vehicle will be overloaded or that any component of the vehicle will be overloaded. This information was used to determine the acceptable amount of snow and ice control material that can be safely loaded into the dump body of each truck.

Plow Routes – A master list of plow routes shall be reviewed and updated annually and maintained by the Public Works Director. Factors used to determine plow routes (both order and number of roads) shall include, but not be limited to, traffic levels on streets; types of traffic using streets; routes used to access maintenance routes; maximizing personnel and equipment; and ability to provide contingency routes/plans. Plow route order shall give priority to heavily traveled/collector roads and roads with steep hills. Each driver shall be given a copy of all routes.

Each driver shall be responsible for, and make themselves familiar with, their routes. Drainage structures and other conditions should be marked. High risk areas (steep hills, sharp corners, obstructions, etc.) should be identified and a proper response planned. Alternate driver(s) or contractors shall be familiar with each route to serve as back-up(s) in the event a driver is unable to report for duty.

Supervision – All Town Highway crew members and any contractors shall be under the ultimate supervision of the Public Works Director, First Selectman, or an appointed designee. The Highway Department Supervisor shall supervise field operations prior, during, and after storm events in conjunction with the Public Works Director.

Call-out – Call out of Highway crew members and any contractors for winter snow and ice control measures shall be determined by the Highway Supervisor and Public Works Director depending on the conditions of the storm event. Conditions used to evaluate the call out response include, but are not limited to, predicted quantity, intensity, duration, time, and area of impact of the storm. Call out, and release, will be made in accordance with the bargaining unit contract and CDL regulations.

Storm Event – All vehicles shall be properly inspected prior to leaving the garage. Plow activities and the sensible use of snow and ice control materials shall be conducted in accordance with the specific storm and road conditions. During a snow storm event, depending on the intensity and duration, priority will be given to keeping the center of the roadway as clear as possible (this will maximize the amount of roads that can be cleared as well as to better allow the salt brine to work on the roadway).

All vehicles shall be in constant radio contact with the Highway Supervisor. The

Supervisor shall be notified immediately in the event of a breakdown or other critical or unusual nature. The Supervisor shall be notified any time a driver will be out of the truck (including breaks, meals, etc.). Any breaks, other than those included in the contract, shall be designated by the Supervisor to sustain safe snow and ice control operations. Otherwise, radio transmissions shall be kept to a minimum.

Flashing warning lights and strobes shall be used at all times while trucks are engaged in snow and ice control activities.

Plowing speed will depend on the type of snow and road condition. In no event, shall the speed of the vehicle be such that the material is cast an excessive distance from the edge of the road. Plowing speeds shall be adjusted to prevent the showering of pedestrians, sidewalks, buildings, and vehicles. While it is understood some snow will cover driveway entrances, mailboxes, and sidewalks, there shall be no excessive speeding while engaged in snow and ice control operations.

When plowing into an intersection of a Town and State road, no snow shall be left on the travel portion of the State road as a result of the Town's operation.

Plowing and sensible application of snow and ice control material shall continue for the duration of the storm. After snow has ceased falling/accumulating and the centers of the roadways are clear, accumulated snow on the remaining portions of the road shall be pushed back as far as practical. Care should be taken during these pushing back operations to limit the amount of snow thrown onto already cleared driveways and sidewalks and in front of mailboxes. Intersections should be pushed back to provide sufficient turning radius and sight lines. Drainage inlets, outlets, structures, and leak-offs shall be opened to ensure unrestricted flow during thaw.

Upon completion of all plowing and material application activities, trucks shall be returned to the garage and re-inspected. All vehicles shall be thoroughly cleaned and greased. Any equipment malfunctions shall be reviewed by the Fleet Maintenance department and identified as repaired, acceptable for use, or removed from service for repair.

Release – Snow and ice control operations shall continue until one or more of the following levels of road condition have been established:

- (a) bare, uncovered roadways with all snow and ice pushed back to edge of pavement or curb with intersections and cul-de-sacs complete;
- (b) covered, snow-packed, and treated roads with no accumulations greater than about 3 in. pushed back to edge of pavement or curb with intersections and cul-de-sacs complete;

- (c) major collector and secondary roads opened up with a minimum of one lane of travel in each direction; this may include significant accumulations still on the roads, but vehicles properly equipped for winter driving with operators using appropriate caution, should be able to pass – local access roads, such as subdivision streets, may only be one travel lane for both directions. Routine access may be difficult in some areas. Emergency access available to all locations with the Town, with properly equipped emergency equipment;
- (d) until such time as all or the majority of equipment and/or manpower has been expended in removal efforts, and further efforts at this stage would be counter productive;
- (e) at such time the Public Works Director feels continued operations would constitute imminent danger to the Public or Town employees;
- (f) at such time it is determined that continued resource expenditures are in excess of what may be judicious use of public funds;
- (g) the level of service is consistent with the specific instructions from the Public Works Director.

At this point, the Highway Supervisor shall determine the need for additional removal efforts. This decision will be influenced by weather conditions, time of day, day of week, available resources, financial reserves, date, and other factors. Oral communication will be maintained between the Highway Department Supervisor and the Superintendent of Schools, Police Department shift commander, and other emergency departments/personnel so that a coordinated effort will be maintained.

Post Storm - Localized and isolated accumulations of snow (including drifts) and ice patches may exist or develop during or after snow and ice control operations. Melting during the day may result in ice patches forming as temperatures drop or overnight. Drainage areas resulting in frequent icing conditions, if identified, shall be kept thoroughly treated and may require the installation of warning signs. All “problem” locations shall be reported to the Supervisor and a record maintained. Such locations shall be investigated and efforts made to correct the source of the problem.

Time Limitations – All reasonable efforts will be made to attempt to have all roadways cleared to the curb line/edge of pavement within a total of 72 hours of the last snowfall. Except in cases of extremes, all Town roadways shall be cleared to an adequate level within 24 hours of the last snowfall, exclusive of turnarounds.

Post Storm Critique – The Supervisor shall hold a post storm critique after the first full call out storm to review route assignments, problem areas, damages to Town or personal property, other storm-related issues, and to obtain comments from crew members. During the remainder of the winter, periodic critiques shall be held as necessary with the full crew or with individual drivers.

Winter Vacations – Requests for vacation or personal time during the winter snow and ice control season shall be given as far in advance as possible to allow time to plan for the necessary coverage on that driver's route.

Vacation or personal time granted during the winter season in which an employee wishes to be considered available for snow and ice control operations shall be paid at applicable rates in accordance with the contract.

Private Contractors – Private contractors will be used to supplement the operations of the Public Works Department staff and equipment. Contractors will be responsible for operator(s), vehicle equipment, maintenance, and fuel, as outlined in their contract. The Town will supply road snow and ice control materials. Contractors will be called in at the time of a full call out only as deemed appropriate by the Director or Highway Supervisor. Partial staff call out for spot work will be performed by Town staff.

Emergency Access – The Town of Colchester may in its sole discretion, perform minimal winter maintenance on such roadways of the Town that are unaccepted and normally do not receive such services, on a case by case basis. These services, if performed, will be strictly to maintain safe access for emergency equipment and personnel.

This may be considered where snow is in excess of 4 to 5 inches, or severe icing would impeded vehicles equipped for severe weather. This practice is not designed to accommodate the inconvenience associated with private roads that do not contract for, or do not have adequate maintenance. Nor is it designed to accommodate persons that use Town owned but generally not maintained rights of way. It is strictly to ensure the health and safety of the residents of Colchester and to ensure the safety of emergency personnel.

The Town of Colchester reserves the right to charge the private property owner(s) for services provided as a result of no or inadequate maintenance activities.

Parking Ban – In accordance with Town Ordinance 709 and 710, in the event of predictions or anticipation of winter storm events, the First Selectman or Public Works Director may request a parking ban be effected. This request shall be made public via television and/or radio announcement(s) and will be routed to the Police shift commander. Any vehicle found impeding snow and ice control operations during such bans will be referred to the Police Department with a request for removal.

Mailboxes – Postal Service regulations dictate the location of mailboxes and posts in close proximity to the edge of pavement within the Town right of way. This right of way is also the Town's snow shelf thereby creating a conflict when

the two try to occupy the same space. Generally, the snow will win the battle and inevitably, mailboxes and posts may get damaged. All efforts shall be made by each operator to avoid damage to mailboxes and posts. However, should damage occur, the driver shall report the incident to the Supervisor and shall be responsible for providing a replacement post (and/or box). Any aggrieved individual should be directed to contact the Public Works Department who will investigate the incident and determine if compensation is warranted. It is the practice of the Town of Colchester to provide a replacement mailbox and/or post if it is determined the damage resulted from the Town's snow and ice control operations. However, the Town is under no obligation to install such replacement materials, nor is the Town under any obligation to provide a replacement in kind to the damaged materials.

In addition, residents are encouraged to take all necessary precautions to protect their mailbox and post while not creating a road hazard.

Driveways – Reasonable attempts will be made to keep driveways clear of plowed snow and ice. However, it is virtually impossible to clear the roadways adequately without placing some snow and ice in driveway aprons. Any Town of Colchester employee found either placing snow deliberately in a driveway, or conversely, deliberately plowing a private driveway, shall be disciplined.

When plowing, shoveling, or blowing snow from driveways or sidewalks, no resident or contractor performing such work shall cause snow or ice to be left on the travel portion of the Town's road as a result of the resident's operation. Such action is considered a hazard and can result in unsafe driving conditions.

Public Sand – As long as such materials are readily available, mixed sand/salt for non-commercial residential use will be available at the west end of the Town Highway Garage parking lot. A pile of the mixed product will be replenished at the end of each work day. Each resident obtaining the sand/salt mix shall be limited to two, 5-gallon size buckets per visit in an effort to provide as many residents as possible the opportunity to participate in this service. Any resident identified as abusing this service will be requested to cease use immediately.

Under no circumstances will sand be distributed from the Public Works Garage, or will any Public employee load a private vehicle. Any commercial users found to be using any of these materials shall be referred to the Police Department for prosecution.

Use of Roads During Snow and Ice Control Activities – Residents and users of Colchester roads are requested to maintain a safe distance behind any Town vehicle engaged in winter snow and ice control activities. This distance will vary depending on the road, conditions, and time of day or night. However, a minimum of 200 ft. should be maintained behind these vehicles as they may stop or back up at any given time to perform snow and ice control activities.

Complaint Policy – Any complaint received by the Public Works Department resulting from poor clearing or damage shall be investigated. Staffing levels shall dictate the expediency in investigation of complaints of this nature.

Upon investigation, the Department shall determine whether the complaint is justified or unfounded, and take appropriate action, if any, to rectify the problem. Complaints will be accepted generally only during normal business hours. However, any complaints initiated during a storm shall be investigated.

Lines of Authority – The Highway Supervisor shall have the authority, upon coordination with the Public Works Director or First Selectman, to designate an individual to act in his behalf for individual situations, specific incidents, or entire snow and ice control emergencies, as is necessary to implement this Plan.

Review/Revisions - This Plan shall be reviewed annually by the Public Works Department and revised as necessary to maintain the intent of the Plan. All revisions shall be approved by the Board of Selectmen.

6.3 Vehicle Use

Town of Colchester vehicles are to be used for official Town business only. Employee use of Town vehicles is limited to job-related duties.

All drivers of Town vehicles must have a valid license on file and attend a defensive driving class within one year of employment.

Any overnight or out-of-state use must be approved in advance by the First Selectman. Such use of police vehicles may be authorized by the Colchester Police Department Commanding Officer. During snow storms, the Highway Supervisor may authorize drivers on certain routes to drive their assigned Town vehicle home for rest periods.

Each department assigned vehicles must have a method for coordinating and tracking use of the vehicles assigned to that department. Department Heads will work together to ensure efficient use of vehicles and equipment that can be shared among departments.

To ensure energy conservation and fuel cost savings, vehicle idling time must be kept at a minimum. Work should be planned to reduce unnecessary trips between Town facilities and work sites.

There is no smoking permitted in any Town vehicle or equipment.

7.0 YOUTH & SOCIAL SERVICES

7.1 Social Services Donation Accounts

7.1 Social Services Donation Accounts

The Town of Colchester Social Service's purpose is to develop and maintain a coordinated system of services for the residents of Colchester. Those services include but are not limited to: advocacy, information and referral, support services, assistance in completing applications for a variety of state, federal, and private programs, grants for basic needs, and promoting a higher quality of life.

Grants provided from donation accounts are **supplemental** in nature and not meant to be the sole source of household support. The following Social Services programs rely entirely on donations which are placed in specific donation accounts within the Town's general funds but independent of the Town's fiscal budget, to be used for Colchester residents only:

- Back-to-School
- Emergency Needs - for rent/mortgage, medical needs, utilities/heating, food, holiday programs, back-to-school
- Food Bank
- Fuel Bank
- Santa
- Well Child - to meet preventative child health needs

Funds donated may be used to purchase items associated with the running of the individual programs with the approval of the First Selectman. All items purchased remain property of that program. If for some reason another entity takes over any/all of these programs, all monies on account and items purchased/donated would be forwarded within thirty days to that entity to meet the needs of Colchester residents only.

Criteria for Assistance

Assistance is based on financial hardship, with the past history of assistance and availability of funds taken into consideration before any grants are made. For purposes of this policy, several households may be domiciled under one roof. Except on an emergency basis, before providing a grant or items from any Colchester donation account, staff members are required to verify and document (1) residency; (2) financial information; and (3) that applicants have applied for and/or exhausted all other resources available for that purpose.

A household may receive a maximum of \$500 per fiscal year in assistance grants if funds are available. At no time are funds provided directly to the household, instead they are paid directly to the approved vendor, i.e. fuel, landlord, utility company, etc.

A detailed record of all transactions is kept at Social Services with back up documentation in case of audit. No identifying information is forwarded to accounting for processing of the payments complete documentation will be kept in the Social Service office.

The Social Services Coordinator or First Selectman will review each case and determine approval for assistance. The Coordinator may make exceptions to these criteria with the approval of the First Selectman for individual(s) with emergency needs.

8.0 FINANCIAL POLICIES

- 8.1 Purchasing Policy
- 8.2 Fund Balance Policy

8.1 Purchasing Policy

Effective: Date of Approval Below

Approved by Board of Selectmen: 07/16/09

Approved by Board of Education: 11/19/09

Approved by Board of Finance: 08/05/09

Supersedes: All Previous Versions

TABLE OF CONTENTS

Section A: Definitions and General Requirements

- Definitions
- Purpose
- Coordination with Other Applicable Laws
- Objectives
- Responsibility for Compliance
- Communication with Vendors
- Bulk Purchasing
- Other Forms of Purchasing
- Purchase Orders
- Expenditures Not Requiring a Purchase Order
- Request for Proposal/Competitive Bid
 - When Request for Proposal/Competitive Bid Is Not Required
 - When Request for Proposal/Competitive Bid Is Required
 - Automatic Adjustment of Dollar Amount
- Bid Security
- Insurance Requirements

Section B: Procedures for Request For Proposal/Competitive Bid

Section C: Procedures for Optional Request for Qualification

Section D: Preferred Professional Services Vendor List

Section E: Acceptance/Rejection of Bids

Section F: Waiver of Request for Proposal/Competitive Bid Process

Section G: Purchasing in Emergency Situations or Under Extraordinary Conditions

Section H: Mandatory Review of Purchasing Policy

SECTION A DEFINITIONS & GENERAL REQUIREMENTS

1. DEFINITIONS

The following terms shall have the definitions as set forth below:

First Selectman: as defined in the Charter of the Town of Colchester.

Local Vendor: a vendor whose principal place of business is located in Colchester.

Lowest Qualified Responsible Bidder: the bidder offering the lowest price among those bidding who possesses the skill, ability, and integrity necessary for the performance of the work based on objective criteria considering, amongst other factors, past performance and financial responsibility.

Purchasing Agent: the First Selectman or Superintendent, as applicable, or his/her designee.

Request for Proposal (RFP): an invitation for vendors to submit a proposal for a specific good or service.

Request for Qualification (RFQ): an invitation for vendors to submit a description of relevant qualifications to perform a certain professional service.

Superintendent: the Superintendent of the Colchester School District.

Vendor: someone from whom a good or service is purchased.

2. PURPOSE

The purpose of this policy is to establish a systematic and uniform system for the procurement of services and goods required by any department, office or agency of the Town, including the Board of Education.

3. COORDINATION WITH OTHER APPLICABLE LAWS

In all respects, the provisions of this Policy shall be subject to the terms, conditions, requirements and other directives as contained in any applicable local, state or federal regulation, law, statute, policy or other directive, including but not limited to those pertaining to affirmative action and prevailing wages, as applicable.

4. OBJECTIVES

The objectives of this policy are as follows:

- To clearly establish the responsibility for the purchasing function as being vested with the First Selectman and Superintendent or his/her duly appointed representative(s).
- To procure services and goods from the Lowest Qualified Responsible Bidder.
- To provide an expeditious and efficient means of procuring materials, goods, or services.
- To ensure that all purchasing functions and practices are conducted in accordance with the Town charter and all other applicable local, state or federal requirements.
- To ensure that the Town and Board of Education make its purchases from local vendors whenever it is in the best interests of the Town and is consistent with this policy.

5. RESPONSIBILITY FOR COMPLIANCE

Compliance with this Purchasing Policy shall be monitored as follows:

- a. The First Selectman and/or Superintendent, as applicable, shall bear primary, non-delegable responsibility for ensuring compliance with this policy.
- b. The Purchasing Agent shall be responsible for establishing specifications and procedures for procuring goods or services, as applicable.
- c. All employees, including department heads, supervisors, principals, directors and any others authorized to make purchases for the Town or Board of Education are responsible for following the provisions outlined in this policy when making purchases with Town or Board of Education funds.
- d. The Chief Financial Officer or his/her designee will establish forms and processes to carry out the policies and procedures contained in this Policy, subject to the approval of the First Selectman and/or Superintendent, as applicable.

6. COMMUNICATION WITH VENDORS

All contracts between the Town or Board of Education and the vendor's representative shall be negotiated through the Purchasing Agent. The Purchasing Agent will refer catalogs or other advertising materials to the departments and/or schools concerned with the subject matter therein. The Purchasing Agent shall be copied on all correspondence originating from such department and/or school to/from vendors.

7. BULK PURCHASING

Whenever possible, the Purchasing Agent shall consolidate purchasing to obtain a more economical purchase and to avoid purchase of unnecessary or duplicative items. The Purchasing Agent shall institute systematic scheduled buying procedures for items which are used on a volume basis. Departments and schools shall comply with the ordering schedules distributed by the Purchasing Agent.

8. ENVIRONMENTALLY-PREFERABLE PURCHASES

Whenever possible, consideration shall be given to purchasing Environmentally Preferable Products. For purposes of this Policy, Environmentally Preferable Products are those products or services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. Such products or services may include, but are not limited to, those which contain recycled content, minimize waste, conserve energy or water and reduce the amount of toxins disposed of or consumed.

9. OTHER FORMS OF PURCHASING

The Purchasing Agent is authorized to employ all methods of soliciting goods or services, including but not limited to, cooperative purchasing, on-line auctions, reverse auctions and all other methods as allowed by applicable authority.

10. PURCHASE ORDERS AND BLANKET PURCHASE ORDERS

All purchases or contracts, other than those specifically exempted in this Policy shall be made by an authorized purchase order.

The function of a blanket purchase order is to establish a contract with a specific vendor for a type of good or service bought on a recurring basis where the cost of processing the individual purchase orders

would frequently exceed the value of the item or service but whose cumulative value for the year is a significant amount. A blanket purchase order will be issued by the Chief Financial Officer at the beginning of a calendar quarter to a particular vendor for an estimated dollar amount to be purchased during that calendar quarter. The blanket purchase order will allow the user department to draw against the purchase order when ordering required goods during a calendar quarter.

Only authorized individuals will be allowed to pick up goods or materials.

No single item over \$250 in price will be chargeable on a blanket purchase order.

Issuance of a blanket purchase order does not negate the need to utilize the quote or bid process where applicable.

11. EXPENDITURES NOT REQUIRING A PURCHASE ORDER

Specific expenditures may be processed for payment without submitting a Requisition/Purchase Order. Expenses of this nature are usually recurring obligations of the Town or Board of Education, and the amount to be charged is not known until after the service has been performed or until after a specified billing period has elapsed. The following items do not require purchase orders:

- Utilities
- Postage
- Legal notices
- Advertising
- Mileage or travel expenses related to Town or Board of Education business
- Professional dues and subscriptions
- Payroll deductions
- Judgments and claims
- Interfund transfers
- Debt payments
- Such other items as determined by the Purchasing Agent.

12. REQUEST FOR PROPOSAL/COMPETITIVE BID

For purposes of this section, if the goods or services for which the bid or proposal is invited will be purchased repeatedly over a period of twelve (12) months, the aggregate projected expenditure for the entire twelve (12) month period shall be calculated in order to determine the total value of the purchase.

a. WHEN A REQUEST FOR PROPOSAL/COMPETITIVE BID IS NOT REQUIRED

- Purchases or contracts with an anticipated value of up to \$2,500 will not require quotes or bidding.
- The purchase of consumable, non-equipment goods required for the day-to-day operation of a department or school may be made without competitive quotes, proposals, or bids by said department or school provided said expenditures are within the department or school's budget and such purchases are made at or below contracted consortium, regional, State, or Federal governmental bid quotes for the particular commodity with the approval of the Purchasing Agent.

b. WHEN A REQUEST FOR PROPOSAL/COMPETITIVE BID IS REQUIRED

- Purchases or contracts with an anticipated value of \$2,500 and up to \$5,000 shall require verbal quotes from a minimum of three (3) vendors. Verbal quotes must be summarized on the appropriate form and submitted with the purchase requisition.
- Purchases or contracts with an anticipated value of \$5,000 and up to \$7,500 shall require written quotes from a minimum of three (3) vendors. Emailed or faxed quotes signed by an authorized company representative on company letterhead are acceptable, as are product catalogs and online vendors. Written quotes must be submitted with the purchase requisition.
- Purchases or contracts with an anticipated value of \$7,500 or more shall require use of either the Request for Proposal/Competitive Bid Process unless waived per Section F of this Policy.
- For purposes of this Paragraph (b), if a vendor declines the invitation to participate that refusal shall qualify as a response.

c. AUTOMATIC ADJUSTMENT OF DOLLAR AMOUNT

- The dollar amounts specified in paragraph (b) above shall be automatically adjusted in accordance with any statutory amendments to CGS 7-148v, or other statutes, as applicable.

13. BID SECURITY

If required by the Purchasing Agent, bids must be accompanied by security in one of the following forms: certified check, cashier's check, personal money order, letter of credit, or bid bond. The requirement for and amount of the security must be set forth in the bid advertisement. All security presented must show the "Town of Colchester" as the payee.

14. BIDDERS LIST

The Town and Board of Education do not maintain a formal bidders list.

15. INSURANCE REQUIREMENTS

An insurance certificate will be required from firms employed by the Town or Board of Education to perform work on buildings, property, or in the name of the Town or Board of Education. Such certificate shall hold the Town or Board of Education harmless as additional insured under said policies. The amount of such required coverage shall be approved by the First Selectman or Superintendent after review by the insurance consultant and/or carrier and prior to preparation of the bid specifications.

SECTION B PROCEDURES FOR REQUEST FOR PROPOSAL/COMPETITIVE BID

1. PREPARATION

Whenever a Request for Proposal/Competitive Bid is required in accordance with the requirements in "Section A: Definitions & General Requirements," the department/school shall request a bid number from the Purchasing Agent prior to preparing the specifications. The date of the bid opening will be determined in coordination with the Purchasing Agent's office. A bid folder, labeled with the bid number and goods, will be prepared by the Purchasing Agent.

2. SPECIFICATIONS

The department/school will prepare the bid specifications in a format approved by the Purchasing Agent, incorporating the bid number and date of bid opening in the specifications. The completed specifications should be returned to the Purchasing Agent at least ten business days prior to the anticipated date of legal notice publication.

Bid specifications must include:

- Detailed description of goods/services to be purchased.
- Requirements regarding quality of goods/services to be purchased.
- Vendor or contractor qualification requirements.
- Requirement that all communications be in writing.
- A draft contract if the purchase requires entering into a contract.
- Format of submission.
- Number of copies of bid to be submitted.
- Deadline and address for submission.
- Insurance requirements.
- Bid security requirements, if applicable.
- Name, phone number, and email address of contact person responsible for all communications with prospective bidders.
- Criteria for selection.
- Sworn statement of identity of all owners and officers
- Information on pre-submission meeting(s), if any.
- Certification of bidder compliance with terms, conditions, requirements and other directives as contained in any applicable local, state or federal regulation, law, statute, policy or other directive, including but not limited to those pertaining to affirmative action and prevailing wages, as applicable.
- Any additional information needed for submission.

No bid shall be prepared to one vendor's exact specifications to exclude another comparable or preferred vendor.

3. NOTIFICATION OF REQUEST FOR PROPOSAL/COMPETITIVE BID

A legal notice inviting sealed bids shall be published by the Purchasing Agent in a newspaper of general area circulation or any type of media deemed to be applicable at least twenty-one days prior to the bid opening. The notice shall contain a general description of the goods or services being bid; the contact person; the day, hour, and place of the bid opening; where and when bid packages may be obtained; bid security, if required; and other information relating to the bid. An affidavit of publication will be provided when required by the Purchasing Agent.

No earlier than the date of legal notice publication, the Purchasing Agent will send the invitation to bid to all firms and persons as requested by the user department/school, the Preferred Vendor List for services required, and any additional firms and persons the Purchasing Agent determines are qualified. A list of the firms to which the bid was sent will be included in the file for this bid.

Additional copies of the complete specifications will be prepared for firms to pick up in response to the bid advertisement.

4. BID OPENING & AWARD

All bids, and bid security if applicable, must be submitted to the Purchasing Agent in sealed envelopes and show on the face of the envelope the bid number, the title of the bid, and the bidder's name. All envelopes will be date and time stamped as received.

At the date and time stated in the legal notice, all bids will be opened in public, read aloud (vendor name and bid amount only) and recorded. No bids shall be accepted or opened that were not submitted in compliance with the procedures set forth in the notice advertising the bid.

The award shall be made to the bidder whose bid meets the requirements, terms and conditions contained in the bid specifications, and is the lowest among those bidders possessing the skill, ability, and integrity necessary for faithful performance of the work based on objective criteria considering past performance and financial responsibility (the "Lowest Responsible Qualified Bidder"). Bid award is not based solely on the lowest fee proposal submitted, but includes all other considerations listed below in "Lowest Responsible Qualified Bidder."

Within a reasonable time following the bid opening, the bids will be reviewed in detail by the department head/school administrators and Purchasing Agent to ensure the apparent low bidder meets all specifications of the "Lowest Responsible Qualified Bidder." If this bidder does not meet the specifications, or is not judged responsible, the next lowest bidder's bid will be reviewed for compliance with the specifications. The foregoing process will be followed until the Lowest Responsible Qualified Bidder is found.

In determining the Lowest Responsible Qualified Bidder, the following criteria will be considered, as applicable:

- The ability and capacity of the bidder to perform the work based on an evaluation of the character, integrity, reputation, and experience of the bidder. Consideration shall be given to previous work performed by the bidder for the Town or the Board of Education or for other agencies, including the quality and degree of satisfaction with the work performed.
- The financial resources of the bidder and the bidder's ability to secure any required bonds and/or insurance.
- Compliance by the bidder with all applicable federal, state, and local laws, including any licensing requirements.
- Delivery or completion time.
- Cost.
- Involvement in litigation.

5. CONSIDERATION FOR LOCAL VENDORS

Any Local Vendor who has submitted a bid not more than 5% higher than the lowest qualified responsible bidder may be awarded the bid if such local vendor agrees to accept the award at the amount and specifications of the lowest qualified responsible bidder, and meets all other conditions and requirements. Such Local Vendor shall be required to submit confirmation of its acceptance of the lower bid amount no later than 5 days after notification from the Purchasing Agent.

The provisions of this section shall not apply when the Lowest Qualified Responsible Bidder is a Local

Vendor.

6. PROCEDURES IN THE EVENT OF A TIE BID

If there is a tie bid between or among vendors, the Purchasing Agent shall award the bid in one of the following manners:

- shared equally by the tied vendors, or
- award the bid on a rotating basis, or
- by draw in the presence of three or more witnesses.

7. BID AWARD

Once the Lowest Qualified Responsible Bidder is determined and an award of the bid is authorized, the Purchasing Agent shall prepare or cause to be prepared: (i) a purchase order to confirm the bid award and; (ii) when required, a contract. If required, the Purchasing Agent will bring the recommendation forward to the Board of Selectmen or Board of Education for approval as required by the Town Charter, State statutes, Board of Education policy, and this policy.

8. POST BID NEGOTIATION

Modifications in the proposed scope of the bid may be made after bid openings provided that the basic bid is still in its essential form and that all bidders have the same opportunity to submit new prices in writing for those changes being considered. Should all bids be in excess of funds available, the Purchasing Agent may work with the Lowest Responsible Qualified Bidder to negotiate reductions in scope until costs are within the amount of funds available.

9. BID FILE

The completed bid file for each Request for Proposal/Competitive Bid specific bid will contain:

- Completed record of bids
- Copy of the bid specification.
- Affidavit of publication or clipping of the bid.
- List of all firms invited to participate in the bid.
- List of all firms actually participating in the bid.
- All bids submitted.
- All correspondence related to the bid.
- Award notification
- Notice to proceed

SECTION C PROCEDURES FOR OPTIONAL REQUESTS FOR QUALIFICATION

Whenever the Request for Proposal/Competitive Bid involves Professional Services, the Purchasing Agent may require that all bidders also comply with a Request for Qualification process. For purposes of this section, Professional services involve the furnishing of judgment, expertise, advice or effort by persons other than Town or Board of Education employees, and do not involve the delivery of a specific end product which can be defined by bid specifications and requires professional expertise.

Examples of professional services include, but are not limited to, in-service instructional leaders, pupil services, tutors, interpreters, architects, engineers, land surveyors, soil scientists, town planners, attorneys, banking and financial advisors, insurance brokers, actuaries, auditors, temporary agencies, repair services for property, equipment, and vehicles where the nature of the repair cannot be defined in advance by bid specifications and the professional expertise of the service provider is critical.

The Purchasing Agent, with the assistance of the department/school needing service, will develop the scope of Professional Services being sought in accordance with the requirements in "Section A: Definitions & General Requirements."

1. SPECIFICATIONS

In addition the requirements in Section B, the following must also be included in the RFQ:

- Project title, background, detailed description, and plans/sketches if applicable.
- Format of submission.
- Number of copies to be submitted.
- Information on pre-submission meeting(s), if any.
- Criteria for selection.
- Requirement that the fee proposal be submitted in a separate sealed envelope and not be reflected in any part of the proposal response. Fee proposal envelope must contain project cost; method of payment, i.e. lump sum, percentage, hourly rates, etc.; and distribution of the fees by phase if applicable.
- Deadline and address for submission.
- Name, phone number, and email address of contact person.
- Any additional information needed for submission.

2. RESPONSES TO RFQ

When an RFQ process is utilized, responses must be accompanied by a statement of professional qualifications containing the following information:

- Background statement on the firm, principals, staff availability, location, and financial stability.
- Qualifications and position with the firm of those key individuals who will be assigned to the project.
- List of similar projects and at least three references including contact information for work done within the last five years.
- Short description of vendor's approach to the project and a general time line for completion, including phases if any.
- Short description of typical fee structure. Fee information is only for assessing the firm's understanding of the project.
- Statement as to why the vendor is the best qualified to meet the needs of the Town or Board of Education.

3. EVALUATION & AWARD WHEN REQUEST FOR QUALIFICATION PROCESS IS UTILIZED

At the date and time stated in the notice advertising the bid, all proposals will be opened in public and recorded. No proposals shall be accepted or opened that were not submitted in compliance with the procedures set forth in the notice.

The Purchasing Agent will convene a review panel of not less than three individuals which will rank proposal submissions as follows: experience with similar projects; work approach; work schedule; staff qualifications; ability to meet requirements, terms, and conditions outlined in the RFQ; and firm's resources and stability.

A list of the most qualified firms will be developed. An interview will be conducted with a minimum of the top three qualified firms based on rankings. Fees are not to be taken into consideration as part of this determination.

After determination of the most qualified firms, the panel will open sealed envelopes containing fees. The panel will recommend a firm based on the ranking combined with the fee and will notify the Purchasing Agent by memo of its recommendation. The Purchasing Agent will bring the recommendation forward to the Board of Selectmen or Board of Education for approval as required by the Town Charter, State statutes, Board of Education policy, and this policy. A record of all proposals submitted, giving the names of the bidders, the amounts of the bids, and indicating the successful bidder shall be preserved by the Purchasing Agent in accordance with State law.

SECTION D PREFERRED PROFESSIONAL SERVICES VENDOR LIST

It is the intent of this process to develop a list of pre-qualified vendors for specified professional services that will be available for hire by the Town or Board of Education during the contract period. Town or Board of Education departments and schools may use vendors on this list when services are needed and when pre-approved by the First Selectman or Superintendent. This list in no way requires the departments or schools to utilize vendors from the list nor does it preclude the ability of any department or school to initiate the RFP process.

The Purchasing Agent shall utilize the Request for Proposal process to develop the list and will maintain the list of all selected vendors as well as the date of inception of the list. The list shall be viable for three years from date of inception. Selected vendors shall remain on the list from the date selected until the expiration date of the list unless removed by the Purchasing Agent. At that time, a vendor may resubmit for inclusion through the process.

Vendors may be placed on the list using the Request for Qualification process in "Section C: Procedures for Optional Requests for Qualification."

Any vendor may be removed from the list at any time by the Purchasing Agent.

The following statement must be included in materials for the Request for Proposal and Competitive Bid processes: "Submission of a response to this RFP or bid may result in your placement on our "Preferred Vendor List". Inclusion on the list is not a guarantee of work being awarded. Any vendor may be removed from the list at any time by the Purchasing Agent."

SECTION E ACCEPTANCE/REJECTION OF BIDS

The Purchasing Agent may reject any and all bids or quotations in whole or in part. Bids may be rejected for, but not limited to, the following reasons:

- if there is any reason to believe that collusion exists among the bidders;
- irregularities of any kind, including, without limitation, alteration of form, additions not called for, conditional bids, incomplete bids, and unexplained erasures;
- if past performance is such that the First Selectman or Superintendent feels that the bidder cannot provide satisfactory service; or
- failure to act responsibly in dealings with the Town, Board of Education, or other customers.

The Purchasing Agent shall not accept a proposal submission from any vendor if the vendor, its sole proprietor, partner(s), or company officer(s) are in default on the payment of taxes, licenses, fees, or other monies due to the Town..

The Purchasing Agent retains the right to waive any insubstantial irregularities in the bids received (i.e. typographical errors, errors in formatting, etc.).

In accordance with CGS 7-148w, the Town may, by ordinance of its legislative body, establish a process for disqualification of any contractor, for up to two years, from bidding on, applying for, or participating as a subcontractor under, contracts with the Town or Board of Education for one or more causes set forth under subsection (c) of that section. Such ordinance shall establish procedures for disqualification which shall include notice and an opportunity for a hearing to the contractor who is the subject of the proceeding.

Nothing in this section should be construed to limit in any way the right of the First Selectman or Superintendent or his/her designee to reject any and all bids.

SECTION F WAIVER OF REQUEST FOR PROPOSAL/COMPETITIVE BID PROCESS

In certain situations the bidding, quotation, and proposal processes described in this document may be waived even though the estimated cost exceeds the dollar threshold established in "Section A: Definitions & General Requirements."

The formal process may be waived for any of the following reasons:

- Only one (1) reasonable or qualified source can be identified, including those furnished by a monopoly utility. The Purchasing Agent will make the final determination of single source purchases.
- Time is a critical factor.
- A formal process would result in substantially higher costs to the Town or Board of Education, or inefficient use of personnel, or cause substantial disruption of Town or Board of Education services.
- Tuition and other services as determined by Planning and Placement Team (PPT).
- Those exempted or determined by law.

The First Selectman or Superintendent may grant a waiver for any of the above-listed reasons. Upon granting such a waiver, the First Selectman or Superintendent must, in writing, state the reason(s) for granting such waiver and shall notify the Board of Selectmen or the Board of Education as applicable of such action by electronic means.

If within two business days following such notification two members or more of such board as applicable objects to the granting of such waiver then the waiver shall be suspended pending approval of the waiver by the full board. No bids shall be awarded pursuant to this process until two business days have elapsed.

A waiver for any reason other than those above requires the approval of the Board of Selectmen or the Board of Education as applicable. For a requesting department or school to obtain a waiver, a written waiver request including specific reasons for the waiver shall be provided to the First Selectman or Superintendent. The request must be signed by a department head, principal, or director. Upon receipt of the waiver request, the First Selectman or Superintendent will notify the requestor if the waiver has been granted.

SECTION G PURCHASING IN EMERGENCY SITUATIONS OR UNDER EXTRAORDINARY CONDITIONS

The formal process may be waived for any of the following reasons:

- In the opinion of the First Selectman or Superintendent or his/her designee, an emergency requires the purchase of goods or services to avoid injury or damage to human life or property.
- To meet a public emergency as determined and approved by the First Selectman.

Emergency situations shall be defined as situations in which:

- the operation of a department would be seriously hampered; or
- life, limb or property may be endangered; or
- the health or welfare of the general public is seriously threatened.

Extraordinary conditions shall be defined as conditions which:

- are not known until after an operation has commenced; or
- require unanticipated parts, equipment or materials to be obtained in order to complete the operation.

Under conditions enumerated above, the First Selectman/Superintendent or his/her designee, may authorize purchase of necessary goods and/or services. At the time of the purchase, the department or school will secure a sales ticket, delivery slip, or invoice for the material from the vendor.

Within the timeframe determined by the Purchasing Agent for the specific emergency or extraordinary condition, a Requisition will be prepared in the usual manner. The nature of the conditions necessitating such a purchase shall briefly be provided on the Requisition. The Chief Financial Officer will then formally issue the purchase order to the vendor which will be marked "Confirming Order - Do Not Reorder".

Purchases of this nature will be kept to an absolute minimum.

SECTION H
MANDATORY REVIEW OF PURCHASING POLICY

Beginning five years from final adoption of this policy and no less frequently than every five years thereafter, the Board of Selectmen, Board of Education, and Board of Finance shall form a “work group” consisting of two members of each of the boards and the CFO to review this policy and recommend modifications as needed.

8.2 Fund Balance Policy

The Town of Colchester (the "Town") shall maintain an Unrestricted / Unassigned Fund Balance (the "Fund Balance") to improve and maintain the Town's financial stability. The Fund Balance provides a reserve to the Town in the event of unforeseen or unbudgeted situations, such as declining tax collection rates, loss of a major taxpayer, sudden changes in revenues or spending requirements, natural disasters, major infrastructure failures or unexpected litigation.

DEFINITION AND TARGET

The Fund Balance represents available financial resources of the Town that have not been designated for a specific purpose.

The Town strives to maintain a level of Fund Balance of 7% to 10% of its annual operating expenditures (including debt service). The level of Fund Balance may exceed 10% and may fall below 7%, but it cannot be allowed to fall below 5% without a determination of a specific urgent situation in accordance with this policy.

USE OF FUND BALANCE:

If the Fund Balance is in excess of 10%, the Board of Finance should provide an explanation why such a level is necessary and/or desirable.

If the Fund Balance exceeds the 7% target, then the excess over 7% may be used as determined by majority vote (but no less than 3 members) of the Board of Finance members present at an official meeting. The funds can be used to repay debt (if permissible), capital projects, general mill rate relief, other designated accounts or one-time uses.

If the Fund Balance is between 5% and 7%, then the excess over 5% may be used as determined by a vote of 4 members of the Board of Finance at an official meeting for a specific urgent situation or the funds can be used for general mill rate relief if the percentage of mill rate increase without the use of Fund Balance is greater than the prior calendar year's percentage rate increase in the Consumer Price Index (CPI) plus 1%. For purposes of this Policy, the CPI shall be the index as calculated by Bureau of Labor Statistics, Northeast Region All Items.

If the Fund Balance is less than 5%, then Fund Balance can only be used as determined by a vote of 4 members of the Board of Finance at an official meeting, and only upon the determination of a specific urgent situation by both the Board of Finance and the Board of Selectmen (by regular voting procedures). In addition, in such an urgent situation, the Board of Finance shall adopt a plan to restore the Fund Balance to greater than 5% over the next two fiscal years. For purposes of this policy, general mill rate relief does not constitute an urgent situation.

APPROVED MAY 19, 2010

TOWN of COLCHESTER
Unrestricted: Unassigned Fund Balance Policy

		POTENTIAL USES	REQUIRED ACTION TO USE	
Target Spread	Hi Caution Zone	< 5%	Specific Urgent Situation Only Mill Rate Relief does not constitute a Specific Urgent Situation	Requires approval by a vote of 4 members of the Board of Finance at an official meeting, and only upon the determination of a specific urgent situation by both the Board of Finance and the Board of Selectmen (by regular voting procedures).
	Cautionary Zone	5% to 7%	Specific Urgent Situation as deemed by Board of Finance. For general mill rate relief if the percentage of mill rate increase without the use of Fund Balance is greater than the prior calendar year's percentage rate increase in the Consumer Price Index (CPI) plus 1%. CPI shall be the index as calculated by Bureau of Labor Statistics, Northeast Region All Items	Requires approval by 4 members of Board of Finance.
	Confidence Zone	7% to 10%	Capital Projects Repay debt, if permissible Other Designated Accounts Other One Time Projects Mill Rate Relief	Requires a majority vote of Board of Finance members present, but no less than 3 members in favor of approval
Above Confidence Zone	>10%	Capital Projects Repay debt, if permissible Other Designated Accounts Other One Time Projects Mill Rate Relief	Possible action to bring down to 10%. If the Fund Balance is in excess of 10%, the Board of Finance should provide an explanation why such a level is necessary and/or desirable. Requires a majority vote of Board of Finance members present, but no less than 3 members in favor of approval	