

Gregg Schuster



First Selectman

**Board of Selectmen Regular Meeting Agenda
Thursday, November 18, 2010
Colchester Town Hall**

Meeting Room 1 – 7:00pm

1. Call to Order
2. Discussion and Possible Action on Acceptance of Poem From Martin Lopez
3. Additions to the Agenda
4. Approve Minutes of the November 4, 2010 Board of Selectmen Special Meeting
5. Approve Minutes of the November 4, 2010 Board of Selectmen Regular Meeting
6. Approve Minutes of the November 9, 2010 Board of Selectmen Special Meeting
7. Citizen's Comments
8. Boards and Commissions – Interviews and/or Possible Appointments and Resignations
 - a. Board of Assessment Appeals. Tearice Peters to be interviewed.
 - b. Economic Development Commission. Member appointment to a vacant term previously held by Jeffrey Koonankeil for a term to expire 10/31/14. Gregory Tardif to be interviewed.
 - c. Historic District Commission. Member Nancy Anderson to be reappointed for a term to expire 11/30/2013.
 - d. Historic District Commission. Alternate Janice Adam to be reappointed for a term to expire 11/30/2013.
 - e. Parks & Recreation Commission. Member Melissa Kennedy to be reappointed for a term to expire 11/30/2014.
 - f. Sewer and Water Commission. Member appointment for a new term previously held by Robert Tarlov to expire 06/30/2011. Ron Silberman was interviewed on 10/21/10. Discussion and Action on Ron Silberman for filling vacancy.

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NOV 18 2010
2010 NOV 15 PM 4:41

g. Police Commission. Frank Jackter, Stanley L. Nolan, Edward Fusco, John W. Carroll IV, and Robert L. Kanaitis all interviewed on 10/26/10.

h. Police Commission. Patrick Mickens to be interviewed.

Open Terms to Expire On:

- i. 11/15/13
- ii. 11/01/13
- iii. 11/01/12
- iv. 11/01/11

i. Police Commission. Member Glenn Morron to be interviewed.

Open Terms to Expire On:

- i. 11/15/13
- ii. 11/01/13
- iii. 11/01/12
- iv. 11/01/11

9. Budget Transfers

10. Tax Refunds & Rebates

11. Discussion and Possible Action on 2011 Revaluation Contract

12. Discussion and Possible Action on Software Maintenance Agreement

13. Discussion and Possible Action on Disposal Policy (Second Reading)

14. Discussion and Possible Action on Flag Policy (First Reading)

15. Discussion and Possible Action on SCCOG Legislative Agenda

16. Discussion and Possible Action on Purchasing Policy Review

17. Citizen's Comments

18. First Selectman's Report

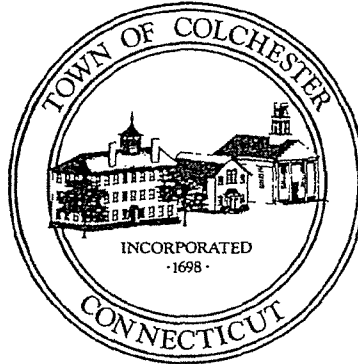
19. Liaison Report

20. Executive Session to Discuss Hardship Withdrawal

21. Discussion and Possible Action on Hardship Withdrawal

22. Adjourn

Gregg Schuster



First Selectman

**Board of Selectman Special Meeting
Thursday, November 4, 2010
Colchester Town Hall**

Meeting Room 1 - 6:30 P.M.

Nancy A. Gray
NANCY A. GRAY

RECEIVED
COLCHESTER, CT
2010 NOV - 5 PM 12: 06

MEMBERS PRESENT: First Selectman Gregg Schuster, Selectman Stan Soby (via telephone on speaker), and Selectman Rosemary Coyle.

MEMBERS ABSENT: Selectman Greg Cordova and Selectman James Ford.

OTHERS PRESENT: John Chaponis.

1. **Call to order**

First Selectman Gregg Schuster called the meeting to order at 6:36 p.m.

2. **Review Revaluation Bids and Award Contract**

Selectman R. Coyle made the motion that the Board of Selectman award the bid and enter into a contract with Vision Appraisal Technology to perform the 2011 town-wide revaluation. Seconded by S. Soby. Unanimously approved. MOTION CARRIED.

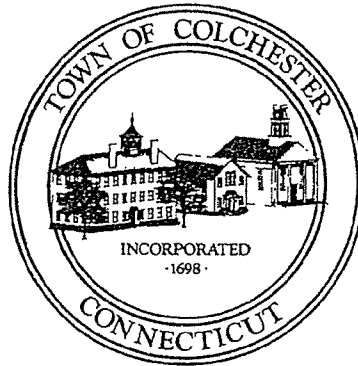
3. **Adjourn**

Selectman R. Coyle moved to adjourn the meeting at 6:37 p.m. Seconded by Selectman S. Soby. Unanimously approved. MOTION CARRIED.

Respectfully submitted,

John Chaponis

Gregg Schuster



First Selectman

**Board of Selectmen Regular Meeting Minutes
Thursday, November 4, 2010
Colchester Town Hall**

Meeting Room 1 – 7:00pm

RECEIVED
COLCHESTER, CT
2010 NOV - 5 AM 11:58
Maggie Cosgrove
NANCY A. BRAY

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

MEMBERS ABSENT:

OTHERS PRESENT: Derrik Kennedy, Kevin Kelly, Mark Decker, Nancy Bray, Maggie Cosgrove, Dot Mrowka, OFC Suchecki, Bruce Hayn, Rob Tarlov, Katy Nally, Ryan Blessing, Al Hemingway, and other citizens.

1. **Call to Order**
First Selectman G. Schuster called the meeting to order at 7:00 p.m.
2. **Additions to the Agenda**
3. **Approve Minutes of the October 21, 2010 Public Hearing**
G. Cordova moved to approve the minutes of the October 21, 2010 Public Hearing, seconded by S. Soby. Unanimously approved. MOTION CARRIED.
4. **Approve Minutes of the October 21, 2010 Commission Chair Meeting**
R. Coyle moved to approve the minutes of the October 21, 2010 Commission Chair Meeting, seconded by G. Cordova. Unanimously approved. MOTION CARRIED.
5. **Approve Minutes of the October 21, 2010 Board of Selectmen Regular Meeting**
G. Cordova moved to approve the minutes of the October 21, 2010 Board of Selectmen Regular Meeting, seconded by R. Coyle. Unanimously approved. MOTION CARRIED.
6. **Approve Minutes of the October 26, 2010 Board of Selectmen Special Meeting**
R. Coyle moved to approve the minutes, amended to spell Stanley Nolan's name correctly, of the October 26, 2010 Board of Selectmen Special Meeting, seconded by S. Soby. Unanimously approved. MOTION CARRIED.
7. **Citizen's Comments**
Tom St. Louis, Chair of the Youth Services Bureau, commented on staffing and needs of the Youth & Social Services department and delivering services to residents. John Malsbenden commented on the reappointments of Nancy Anderson to the Historic District Commission and Glenn Morron to the Police Commission.

8. Boards and Commissions – Interviews and/or Possible Appointments and Resignations

- a. **Historic District Commission. Member Nancy Anderson to be reappointed for a term to expire 11/30/2013.**
Nancy Anderson was absent. No action taken.
- b. **Historic District Commission. Alternate Janice Adam to be reappointed for a term to expire 11/30/2013.**
Janice Adams was absent. No action taken.
- c. **Police Commission. Member Glenn Morron to be reappointed for a term to expire 11/30/2013.**
Glenn Morron was absent. No action taken.
- d. **Police Commission. Patrick Mickens to be interviewed.**
Patrick Mickens was absent. No action taken.
- e. **Parks & Recreation Commission. Member Melissa Kennedy to be reappointed for a term to expire 11/30/2014.**
Melissa Kennedy was absent. No action taken/
- f. **Board of Assessment Appeals. Resignation of Nancy W. Riella.**
S. Soby moved to accept the resignation of Nancy W. Riella, from the Board of Assessment Appeals, seconded by J. Ford. Unanimously approved. MOTION CARRIED.

9. Budget Transfers

G. Cordova moved to approve the budget transfer of \$42,012 (Police Regular Payroll – 12101-40101) and \$37,243 (Police Vehicles – 12101-48467) to \$79,255 (Police Resident Trooper – 12101-44200), seconded by R. Coyle . Unanimously approved. MOTION CARRIED.

10. Tax Refunds & Rebates

S. Soby moved to approve tax refunds in the amount of \$34.28 to Calvin Fletcher, \$6.60 to Shenice Clean LLC DBA, \$10.53 to Angela Schweitzer, \$9.54 to Mark Patterson, \$56.40 to Mark & Anita Hill, \$25.07 to Douglas Neumann, \$45.63 to David Ogden, and \$17.80 to Jamie & Richard Henkin, seconded by J. Ford. Unanimously approved. MOTION CARRIED.

11. Discussion and Possible Action on Bond Reduction for Subdivision on Veccadola Drive

S. Soby moved to reduce the existing subdivision (#612 Westchester Road LLC, Westchester Road – CT Route 149 – Veccadola Drive) cash bond by \$28,040.00 leaving the bond balance of \$34,590.00, as recommended by the Town Engineer, seconded by R. Coyle. Unanimously approved. MOTION CARRIED.

12. Discussion and Possible Action on Town Street & Road Snow Removal Contract

S. Soby moved to accept the bids from B&B Superior contracting for two trucks and from Clark's Landscaping for one truck at the alternate bid prices and to pay the cost differential for the increased insurance requirements and to authorize the First Selectman to sign all necessary paperwork, seconded by G. Cordova. Discussion by J. Ford on the insurance levels and the bidding process. Unanimously approved. MOTION CARRIED.

13. **Discussion and Possible Action on School Parking Lot Snow Removal Contract**
Presentation by Public Works Director Mark Decker to the Board of Selectmen. S. Soby moved to accept the lump sum annual bid from Bakaj Construction of \$85,000, to hold in reserve the additional two-year option, and to authorize the First Selectman to sign all necessary paperwork, seconded by G. Cordova. Discussion by R. Coyle on process, costs and benefits, and liability of contracting for snow removal service. Unanimously approved. MOTION CARRIED.
14. **Discussion and Possible Action on Facility Use Policy (2nd Reading)**
S. Soby moved to approve the Facility Use Policy as presented, seconded by J. Ford. Unanimously approved. MOTION CARRIED.
15. **Discussion and Possible Action on Disposal Policy (1st Reading)**
No action taken.
16. **Discussion and Possible Action on 2011 Board of Selectmen Meeting Schedule**
R. Coyle moved to adopt the Board of Selectmen 2011 meeting schedule as recommended by the First Selectman, seconded by G. Cordova. Unanimously approved. MOTION CARRIED.
17. **Discussion and Possible Action on 2011 Commission Chair Meeting Schedule**
R. Coyle moved to approve the Commission Chair 2011 meeting schedule as recommended by the First Selectman, seconded by J. Ford. Unanimously approved. MOTION CARRIED.
18. **Discussion and Possible Action on Virtual Town Hall Contract**
G. Cordova moved to execute the contract with Virtual Town Hall, excluding options, and authorize the First Selectman to sign any and all documents, seconded by S. Soby. Unanimously approved. MOTION CARRIED.
19. **Citizen's Comments**
Dot Mrowka commented on the security of Town Hall copiers and the saved digital scans of documents when sold.
20. **First Selectman's Report**
First Selectman G. Schuster reported that he will be sending a letter to the governor-elect, once reported to congratulate him, that boards and commissions should have next year's meeting schedules submitted to the Town Clerk's Office by this month, the Town received a bulletin updating the issue of Streamflow guidelines, and on October 30, the Town held a simulated emergency exercise at the Emergency Operations Center with dozens of participants.
21. **Liaison Report**
S. Soby reported that the Planning & Zoning Commission has held three public hearings, two of which were "closed." The first regarding permitting for an existing gravel operation, the second regarding a zone change on Lebanon Avenue, and the third public hearing regarded a new business coming to town that will perform animal rehabilitation.

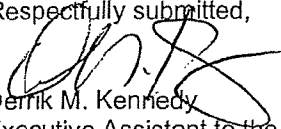
S. Soby also wanted to recognize the Registrars of Voters, Dot Mrowka and Denise Mizla, as well as the Town Clerk, Nancy Bray, and her staff for all the work they did on Election Day.

G. Cordova reported that the Parks & Recreation Commission finalized the 57 Fest financials and have saved money with potential ideas for saving further money at next year's event, there will be a new holiday ornament soon, there was discussion on field closures, and they will be going out to bid for the concession stand soon.

22. Adjourn

S. Soby moved to adjourn at 8:39 p.m., seconded by. Unanimously approved. MOTION CARRIED.

Respectfully submitted,


Derrick M. Kennedy
Executive Assistant to the First Selectman

Attachments:

- Resignation Letter from Nancy Riella
- Budget Transfer
- Memo from Town Engineer regarding Bond Reduction
- Memo from Director of Facilities & Operations regarding Facility Use Policy
- Memo from Public Works Director regarding Town Streets & Roads Snow Removal Services
- Memo from Public Works Director regarding School Parking Lot Snow Removal Services
- Memo from First Selectman regarding 2011 Board of Selectmen Regular Meeting Schedule
- Memo from First Selectman regarding 2011 Commission Chair Meeting Schedule
- Memo from First Selectman regarding Virtual Town Hall Contract

Nancy W. Riella
611 Fieldstone Ct
Colchester, CT 06415

RECEIVED
COLCHESTER, CT
2010 NOV -1 PM 3:17
Mandy A. Eray
Town of Colchester

Greg Schuster, First Selectman
Town of Colchester
127 Norwich Ave.
Colchester, CT 06415

RE: Resignation from Board of Assessment Appeals (BAA)

Dear Greg:

As you are aware, I am heavily involved in Rotary. You may not be aware that in addition to my Rotary commitment in Colchester, I am heavily involved at the state and international level.

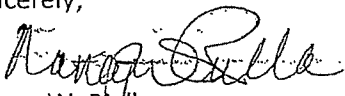
I accepted the position of being Chair of the Vocational Training Team (VTT) program for the next 3 years for my Rotary District (7980). This is a new program to Rotary International and basically I am 'writing' the book, the policies and procedures. Under this program, two Rotary Districts exchange VTT Teams for the purpose of alleviating hunger, or improving literacy, health practices or economic practices.

This year, District 7980 (CT) has entered into an exchange with District 9400 (South Africa) to help them set up Early Childhood Education and Development Centers and assist with training and best practices. This grant under Rotary International is the 1st grant of its kind globally and I am the District representative responsible for implementation and oversight. Our CT team leaves for South Africa January 8, 2011 and the South African Team arrives in Mid March, 2011.

Needless to say, the time needed getting this program started and the necessary time to oversight the implementation has become the equivalent of a part-time position.

I fear I will not have the time to adequately fulfill my obligations during the spring BAA hearings. I respectfully resign my position and certainly hope my replacement on the BAA will be found post haste.

Sincerely,



Nancy W. Riella

November 1, 2010

Town of Colchester
General Fund
Budget Transfer/Additional Appropriation

Department: Police

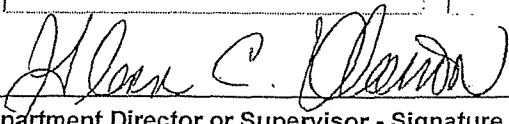
Reason for Request: Funding for additional Resident Trooper currently assigned to Colchester for patrol coverage - FY 2010-2011

Reason for Available Funds: Position vacancies - officer resignations and Workers compensation. Delay of replacement of one cruiser until FY 2011-2012

From:	Account Number	Account Name	Amount
	12101-40101	Regular Payroll	42,012
	12101-48467	Vehicles	37,243

To:	12101-44200	Resident Trooper	79,255

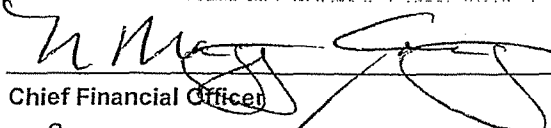
Sep 30, 2010
Date Requested



Department Director or Supervisor - Signature

Print Name Glenn Morron, Police Commission Chair

9/30/10
Date Reviewed



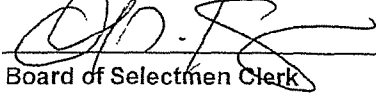
Chief Financial Officer

11/2/10
Date Approved



First Selectman

11/4/10
Date Approved



Board of Selectmen Clerk

Date Approved

Board of Finance Clerk

October 29, 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: Subdivision for # 612 Westchester Road LLC., Westchester road –
CT. Route 149 Colchester CT - Veccadola Drive
Owner/developer – Claudio Vecchiarino.

The owner of the referenced Subdivision has requested a bond reduction to reflect the public improvements that have been completed to date. As of October 28, 2010, the following items are incomplete:

Item No.	Item	Cost
1	Clearing and grubbing	\$ 1,000
19	Sedimentation control system	3,500
57	Turf establishment	1,440
65	Monuments and iron pins	2,500
66	As-built plans	1,000
67	Underground utilities	10,000
69	Clean sediment from catch basins	450
75	Street trees	14,700

Total cost of remaining incomplete items = \$ 34,590.00

The town is currently holding a Subdivision cash bond in the amount of \$62,630.00.

Recommended motion:

Motion that the Town of Colchester reduce the existing Subdivision cash bond by \$28,040.00, thus leaving a bond balance of \$34,590.00

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

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

Tel. (860) 537-2296
Fax. (860) 537-1252
Cell (860) 303-0125

October 28, 2010

TO: Gregg Schuster
FROM: Greg Plunkett
RE: Facility Use Policy

Attached is the facility use policy. I have tried to include the modifications requested at the last Board of Selectmen's meeting. Additional language is underlined and in bold while deleted language is in parenthesis. I have also included drafts of the forms identified in the draft policy.

Memo

To: Gregg Schuster
From: Mark Decker
CC: Board of Selectmen, Maggie Cosgrove
Date: 11/4/2010
Re: Bid Recommendations

In accordance with the Town Purchasing Policy, a request for bids for Town Streets and Road Snow and ice Control Services was publically advertised on 16 September 2010, a pre-bid meeting held on 24 September, and bids submitted and publicly opened on 8 October. A copy of the specifications is attached.

Two bids were submitted and are tabulated below:

Clark Landscaping - \$158.50 per hour with an alternate bid of \$140 per hour with the same insurance requirements as 2009

B&B Superior Contracting – Two trucks at \$158 per hour each with an alternate bid of \$140 per hour each with the same insurance requirements as 2009

Both bids were reviewed and are complete. Based on prior experience with both companies, both are considered qualified to perform the proposed work. Based on the actual cost of the increased insurance requirements for the two contracts (\$7,767) and the approximately 145 hours of contracted services in 2009 (145 hours x 54.50/hr = \$7,902.50), it is recommended the Town accept the alternate bids and pay the cost differential of the increased insurance requirements.

Please contact me if you have questions.

Requested action: Motion to accept the bids from B&B Superior Contracting for two trucks and from Clark's Landscaping for one truck at the alternate bid prices and to pay the cost differential for the increased insurance requirements and to authorize the First Selectman to sign all necessary paperwork

Memo

To: Gregg Schuster
From: Mark Decker
CC: Board of Selectmen, Maggie Cosgrove
Date: 11/4/2010
Re: Bid Recommendations

In accordance with the Town Purchasing Policy, a request for bids for School Snow and Ice Control Services was publically advertised on 16 September 2010, a pre-bid meeting held on 24 September, and bids submitted and publicly opened on 8 October. A copy of the specifications is attached.

Three bidders responded with the results tabulated on the attached spreadsheet.

All bids were reviewed and are complete. Based on prior experience with all the companies submitting bids, all were considered qualified to perform the proposed work. Based on the results of the bids and the certainty associated with a lump sum annual price, it is recommended the Town accept the low annual lump sum bid by Bakaj Construction for \$85,000 and to hold in reserve the additional two year option.

Please contact me if you have questions.

Requested action: Motion to accept the lump sum annual bid from Bakaj Construction of \$85,000, to hold in reserve the additional two-year option, and to authorize the First Selectman to sign all necessary paperwork.

Gregg Schuster



First Selectman

MEMORANDUM

To: Board of Selectmen

Cc:

From: Gregg Schuster, First Selectman

Date: 11/1/10

Re: 2011 Board of Selectmen Regular Meeting Schedule

The following regular meeting schedule is recommended for 2011. All regular meetings are the first and third Thursday of the month.

January 6	July 7
January 20	July 21
February 3	August 4
February 17	August 18
March 3	September 1
March 17	September 15
April 7	October 6
April 21	October 20
May 5	November 3
May 19	November 17
June 2	December 1
June 16	December 15

Recommended Motion – “Move to adopt the Board of Selectmen 2011 meeting schedule as recommended by the First Selectman.”

Page 1 of 1

Gregg Schuster



First Selectman

MEMORANDUM

To: Board of Selectmen

Cc:

From: Gregg Schuster, First Selectman

Date: 11/1/10

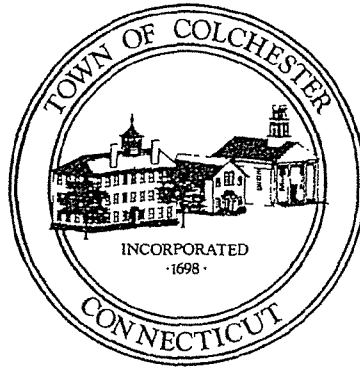
Re: 2011 Board and Commission Chairmen Meeting Schedule

The following regular meeting schedule is recommended for 2011. All meetings will take place prior to the regular Board of Selectmen meeting for that evening.

January 20
April 21
July 21
October 20

Recommended Motion – “Move to adopt the Board and Commission Chairmen 2011 meeting schedule as recommended by the First Selectman.”

Gregg Schuster



First Selectman

MEMORANDUM

To: Board of Selectmen
Cc:
From: Gregg Schuster, First Selectman
Date: 11/2/10
Re: Virtual Town Hall Contract

To perform the work previously reviewed with the board, the contract with Virtual Town Hall must be executed. This is a budgeted expense.

Recommended Motion – “Move to execute the contract with Virtual Town Hall, excluding options, and authorize the First Selectman to sign any and all documents.”

Gregg Schuster



First Selectman

**Board of Selectmen Special Meeting
Tuesday, November 9, 2010
Colchester Town Hall – 7:00PM**

MINUTES

RECEIVED
GREGG SCHUSTER, CT
2010 NOV 10 PM 12:20
Gregg Schuster
MAYOR & TOWN

Members Present: First Selectman G. Schuster, Selectman Stan Soby, Selectman Greg Cordova

Members Absent: Selectman Rosemary Coyle, Selectman James Ford

Others Present: None

1. Call to Order

First Selectman G. Schuster called the meeting to order at 7:05 PM.

2. Boards and Commissions – Interviews and/or Possible Appointments and Resignations

a. Police Commission. Glenn Morron to be interviewed.

Glenn Morron was not present to be interviewed. Board took no action.


3. Adjourn

G. Cordova motioned to adjourn at 7:06 PM, seconded by S. Soby. Unanimously approved. MOTION CARRIED

Respectfully submitted,

Gregg Schuster
First Selectman

Memo

To: Gregg Schuster
From: Mark Decker 
CC: BOS/BOF
Date: 11/15/2010
Re: Transfer Requests

The Highway Department will be bringing forward two transfers at the next BOF and BOS meetings.

One is to rent equipment to clear out sediment basins that are in desperate need of clearing and the other is to contract for crack sealing. In both cases, we are requesting the money to fund the rental and contracted services from our "other purchases and supplies" line item. We really don't have any extra money in that line item but the work needs to be done and we'll have to make do with the remaining money the best we can.

The tractor/mower we would have liked to use for the sed basins is no longer functioning so we believe renting a machine and using our forces is more economical than hiring it out (about the same cost for 2 days of a contractor vs. a week of rental).

Typically, we crack seal using our equipment and manpower. However, I recently gave Kevin a list of about 35 roads that need crack sealing and there is no way he is going to be able to do all of it. There are 4 or 5 roads that have frequent cracking and really need something done. Because of the frequency of the cracks, hiring a contractor to do this work will be far more efficient than if we do it. We try to work on the roads where the cracks are more widely spaced (from crack to crack – not the size of the crack) where the contractor will be less productive and therefore more expensive than us doing the work. We will continue to work on the other roads using materials we have already purchased and our equipment and forces.

Please let me know if you have questions.

Town of Colchester
 General Fund
 Budget Transfer/Additional Appropriation

Department:

Reason for Request:

Reason for Available Funds:

From:	Account Number	Account Name	Amount
	<input type="text" value="42340"/>	<input type="text" value="Other Purchased Supplies"/>	<input type="text" value="10,000"/>
	<input type="text"/>	<input type="text"/>	<input type="text"/>
	<input type="text"/>	<input type="text"/>	<input type="text"/>

To:	Account Number	Account Name	Amount
	<input type="text" value="44208"/>	<input type="text" value="Professional Services"/>	<input type="text" value="10,000"/>
	<input type="text"/>	<input type="text"/>	<input type="text"/>
	<input type="text"/>	<input type="text"/>	<input type="text"/>

Nov 9, 2010	
Date Requested	Department Director or Supervisor
11/9/10	
Date Reviewed	Chief Financial Officer
11/10/10	
Date Approved	First Selectman
Date Approved	Board of Selectmen Clerk
Date Approved	Board of Finance Clerk

Town of Colchester
General Fund
Budget Transfer/Additional Appropriation



Department:

Reason for Request:

Reason for Available Funds:

From:	Account Number	Account Name	Amount
	<input type="text" value="42340"/>	<input type="text" value="Other Purchased Supplies"/>	<input type="text" value="2,625"/>
	<input type="text"/>	<input type="text"/>	<input type="text"/>
	<input type="text"/>	<input type="text"/>	<input type="text"/>

To:	<input type="text" value="44237"/>	<input type="text" value="Equipment Rental"/>	<input type="text" value="2,625"/>
	<input type="text"/>	<input type="text"/>	<input type="text"/>
	<input type="text"/>	<input type="text"/>	<input type="text"/>

Nov 9, 2010	
Date Requested	Department Director or Supervisor
11/9/10	
Date Reviewed	Chief Financial Officer
11/10/10	
Date Approved	First Selectman
Date Approved	Board of Selectmen Clerk
Date Approved	Board of Finance Clerk



Youth Services Bureau

November 9, 2010

To: Board of Selectmen and Board of Finance Members:

Colchester Youth & Social Services needs additional funding in order to meet the demands for services during the winter months. We are doing all that we can to meet the needs of everyone who walks through our door, but we simply don't have enough staff to complete all of the work that needs to be done during this very busy season. I am requesting that Amy McClafferty, Social Services Coordinator, have an additional 25 hours and Elizabeth Allard, Program Supervisor, an additional 70 hours between now and December 31st. Currently, our Social Services Coordinator works 20 hours each week and is paid 19.76 an hour. Elizabeth Allard works 3 hours a week managing the food bank, training volunteers and ordering food. She also works 7 hours a week at the youth center. Her hourly rate is \$13.01.

The cost of providing additional hours is as follows:

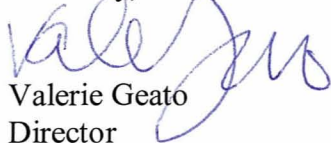
Amy McClafferty, additional 25 hours @ 19.76 = \$494.00

Elizabeth Allard, additional 70 hours @ \$13.01 = \$910.70

For a total of \$1404.70

Greg Plunkett has agreed to a transfer of funds from the Park and Rec. salary line item to cover the cost of this request.

Sincerely,


Valerie Geato
Director

Town of Colchester
 General Fund
 Budget Transfer/Additional Appropriation

Department:


Reason for Request:

Reason for Available Funds:

From:	Account Number	Account Name	Amount
	<input type="text" value="15201-40101"/>	<input type="text" value="Regular Payroll"/>	<input type="text" value="1,500"/>
	<input type="text"/>	<input type="text"/>	<input type="text"/>
	<input type="text"/>	<input type="text"/>	<input type="text"/>

To:	Account Number	Account Name	Amount
	<input type="text" value="14102-40102"/>	<input type="text" value="Regular and Part-time Payroll"/>	<input type="text" value="1,500"/>
	<input type="text"/>	<input type="text"/>	<input type="text"/>
	<input type="text"/>	<input type="text"/>	<input type="text"/>

Date Requested



Department Director or Supervisor - Signature

Print Name

Date Reviewed

Chief Financial Officer

Date Approved



First Selectman


Date Approved

Board of Selectmen Clerk

Date Approved

Board of Finance Clerk

Memo

To: Gregg Schuster
From: Mark Decker 
CC: BOS
Date: 11/15/2010
Re: Software Maintenance Agreement

Attached is a copy of Software and Hardware Support Maintenance Agreement for the Water/Sewer Department meter reading equipment and software. There is no cost associated with this for the first year as it is new (replacement) equipment.

Action requested: *Motion to authorize the First Selectman to sign all documents associated with the Badger software and hardware support services agreement.*

Please let me know if you have questions.

**SOFTWARE AND HARDWARE SUPPORT SERVICES
MAINTENANCE AGREEMENT**

This Software and Hardware Support Services Maintenance Agreement (“**Support Agreement**”) is entered into effective this 5th day of October, 2010 (the “**Effective Date**”) by and between Town of Colchester, located at 127 Norwich Avenue, Colchester, CT 06415 (“**Customer**”), and Badger Meter, Inc., a Wisconsin corporation with its principal place of business located at 4545 West Brown Deer Road, Milwaukee, WI 53224 (“**Badger Meter**”). Under this Support Agreement, Customer and Badger Meter are referred to individually as a “**Party**” and collectively as the “**Parties**.”

I. RECITALS

- A. Customer has purchased Badger Meter Software (“**Software**”) and Badger Meter has granted Customer a license to use certain Badger Meter software pursuant to the terms of the Badger Meter Software License Agreement (the “**License Agreement**”).
- B. Customer may also have purchased a Badger Meter mobile meter reading hardware system, such as handheld data collectors, laptop computers or other mobile reading equipment (“**Hardware**”) for use with the Software. If so, this Support Agreement also covers Hardware as provided for herein.
- C. Customer desires to receive and Badger Meter agrees to provide certain support and maintenance services (collectively “**Support Services**”) for the Software and/or for the Hardware pursuant to the terms of this Support Agreement. Badger Meter.

II. TERMS AND CONDITIONS

- A. **Customer Software Support Services.** During the Term of this Support Agreement, Badger Meter agrees to provide Customer the support services (“Software Support Services”) related to the Software 2:
- B. **Badger Meter Customer Hardware Support Services.**
 - 1. One Year Hardware Warranty. Badger Meter agrees to provide Customer with support services for Hardware, as detailed in Schedule, under the one (1) year warranty included with the purchase of Hardware (“Hardware Support Services”)
 - 2. Optional Extended Hardware Warranty. Customer may elect to purchase up to four (4) years of extended warranty to cover the Hardware, for which

Support Services will be provided according to Schedule 2 Badger Meter (“**Extended Hardware Warranty**”).

- C. **Professional Services.** Upon mutual agreement of the parties, Badger Meter will provide certain additional Software Support professional services (“**Professional Services**”) at Badger Meter’s then standard hourly and expense reimbursement rates. If Customer elects to purchase Professional Services, the Parties will prepare a Statement of Work setting forth a description of the Professional Services, the timeline for performance of the Professional Services, and the cost for the Professional Services. Each Statement of Work for Professional Services will incorporate all of the terms of this Support Agreement by reference.
- D. **Effective Date.** This term of this Support Agreement will commence on the Effective Date and continue for a period of one (1) year (“**Initial Support Term**”). At the end of the Initial Support Term, if renewed and paid for by Customer, the Support Agreement will renew for successive one -year terms, for Software Support Services as long as Badger Meter supports the Software, and for Hardware Support Services for up to an additional four years after the end of the Initial Support Term (“**Renewal Support Term**”) unless earlier terminated in accordance with Section 9 (collectively, the “**Term**”). If Customer does not renew and later requests Support Services, prior to being eligible for Support Services, Customer must: 1) Pay prior unpaid Renewal Support Term years in full; and 2) send all Hardware to Badger Meter, at Customer's cost, for Badger Meter evaluation to confirm the Hardware is operational before Support Services are made available on a go-forward basis.
- E. **Payments to Badger Meter; Terms.**
1. Customer must pay all applicable fees as invoiced.
 2. Payment of Fees for the Renewal Support Terms. Badger Meter will notify Customer of fees due for any subsequent Renewal Support Term on an annual basis approximately ninety (90) days prior to the commencement of the anniversary of the Effective Date. To renew Support Services, Customer must at least submit a purchase order to Badger Meter if not pay the applicable fees for the upcoming Renewal Support Term, prior to the commencement of the applicable Renewal Support Term.
 3. Interest. If Customer fails to pay an invoice when due, Badger Meter may charge interest on the unpaid balance at the rate of lesser of eighteen percent (18%) per annum or the maximum rate is allowable by law.
 4. Taxes and Charges. In addition to the Fees, Customer agrees that it will be responsible to pay any taxes, government charges, surcharges or fees related to the purchase of services under this Support Agreement, except for taxes on Badger Meter’s income.

F. **Limitations on Support Services.** This Support Agreement does not include Support Services for:

1. Software, products, data, or features not provided by Badger Meter or by its authorized representatives to Customer;
2. Modifications or alterations to the Software by Customer or a third party without the prior written consent of Badger Meter;
3. Failure by Customer to install or use the Software in accordance with the Documentation as defined in the Software Agreement;
4. Failure to replace earlier versions of the Software with updates and improvements provided to Customer within a reasonable amount of time after receipt;
5. Repair or restoration of Customer's data (unless the data loss is caused solely by Badger Meter while providing services to Customer and in such case, up to the point of the last Customer backup);
6. Software defects caused by Customer's negligence, misuse, misapplication, or use of the Software other than as specified in the Documentation; or
7. Using a version of the Software which is no longer supported by Badger Meter.

G. **Customer's Obligations.**

1. Access. During the Term of this Support Agreement, Customer will provide Badger Meter with reasonable access to Customer's copies of the Software to the extent necessary to enable Badger Meter to perform the Support Services.
2. Miscellaneous Costs. Customer will bear all reasonable costs associated with procuring, installing, and maintaining all equipment, telephone lines and communications interfaces necessary for Customer to obtain Support Services.
3. Customer Contacts. Customer will designate on **Schedule 3**, two (2) employees, including one primary contact, as its "**Customer Contacts**" to be generally available during the Coverage Hours defined in **Schedule 2**, in order to confer with Badger Meter regarding support-related issues. Customer must provide Badger Meter with the full name, work and cell phone numbers and email addresses for each of its Support Contacts. Customer will notify Badger Meter promptly of any changes in the Support Contacts. Badger Meter will provide technical support only to Customer's Support Contacts.

H. **Express Limited Warranty.**

1. Express Limited Warranty. Badger Meter provides an express limited warranty that the Support Services will be performed in a professional manner consistent with industry standards for a period of the lesser of one year or the balance remaining on the applicable warranty from the performance of those Support Services. **EXCEPT FOR THIS EXPRESS LIMITED WARRANTY, Badger Meter MAKES NO OTHER EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES AS TO THE SUPPORT SERVICES. Badger Meter EXPRESSLY DISCLAIMS ANY OTHER EXPRESS OR IMPLIED WARRANTIES WITH REGARD TO THE SUPPORT SERVICES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE OR ARISING FROM A COURSE OF DEALING OR INDUSTRY PRACTICE. CUSTOMER ACKNOWLEDGES THAT NO THIRD PARTY, INCLUDING A Badger Meter DISTRIBUTOR, HAS THE AUTHORITY TO MAKE OR MODIFY THE TERMS OF THIS EXPRESS LIMITED WARRANTY ON BEHALF OF Badger Meter.**

2. LIMITATION OF LIABILITY; REMEDIES. **IN THE EVENT THAT Badger Meter FAILS TO PERFORM THE SUPPORT SERVICES IN ACCORDANCE WITH THE EXPRESS LIMITED WARRANTY, CUSTOMER'S EXCLUSIVE REMEDY WILL BE THAT Badger Meter WILL USE COMMERCIALY REASONABLE EFFORTS TO RE-PERFORM THE SUPPORT SERVICES. IN THE EVENT THAT Badger Meter IS UNABLE TO CURE A DEFAULT UNDER THIS EXPRESS LIMITED WARRANTY, Badger Meter MAY CHOOSE TO REFUND ANY PAYMENTS RECEIVED BY CUSTOMER FOR THE DISPUTED SUPPORT SERVICES IN FULL SATISFACTION OF Badger Meter's OBLIGATIONS.**

IN NO EVENT WILL THE PARTIES BE LIABLE TO ONE ANOTHER OR ANY THIRD PARTY FOR ANY (i) DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE OR EXEMPLARY DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, (ii) ANY DAMAGES RESULTING FROM LOSS OR INTERRUPTION OF DATA, EXCEPT AS DESCRIBED IN SECTION 6(E), OR LOST PROFITS, OR (iii) ANY CLAIM WHETHER IN CONTRACT OR TORT OR OTHERWISE THAT AROSE MORE THAN ONE (1) YEAR PRIOR TO INSTITUTION OF SUIT.

THESE LIMITATIONS ARE INDEPENDENT FROM ALL OTHER PROVISIONS OF THIS SUPPORT AGREEMENT AND WILL

APPLY NOTWITHSTANDING THAT A REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

3. Essential Terms. The enforceability of this Section 8 is essential to Badger Meter's willingness to enter into this Support Agreement with Customer.

I. Confidentiality.

1. Protection of Confidential Information. The Parties agree that any non-public information shared between the Parties in connection with their performance under this Support Agreement will be deemed to be confidential and proprietary information if the Disclosing Party identifies that information as Confidential in writing prior to or at the time of disclosure ("Confidential Information"). Each Party agrees to hold the other Party's Confidential Information in strict confidence and will not copy, reproduce, give, sell, assign, license, market, transfer or otherwise dispose of the Confidential Information to third parties or use the Confidential Information for any purposes whatsoever other than as contemplated by this Support Agreement, without the other Party's prior written consent.
2. Third Party Requests for Confidential Information. Neither Party may disclose the other Party's Confidential Information except as required by law. If a Party receives a request for access to the other Party's Confidential Information, Party agrees to inform the Disclosing Party in writing within three (3) business days of receipt of the request unless prohibited by law.
3. Exclusions from Confidential Information. Confidential Information of a Party will not include information which is (i) in or becomes part of the public domain through no fault of the Receiving Party, (ii) the Receiving Party can prove was known to it prior to its receipt from the Disclosing Party, (iii) independently developed by the Receiving Party outside of this Support Agreement without the use of the Disclosing Party's information, or (iv) obtained by the Receiving Party from a third party which had no obligation of confidentiality to the Disclosing Party.
4. Equitable Relief. The Parties agree that in the event of a breach of this Section 9, money damages may be inadequate. Either Party may seek injunctive, declaratory or other equitable relief to prevent a breach of this Section 9.

J. Termination. This Support Agreement may be terminated for the following reasons:

1. Termination of License Agreement. This Support Agreement will immediately terminate upon the termination of the License Agreement.

2. For Breach. Either party may terminate this Support Agreement upon the occurrence of a material breach by the other Party if that breach has not been cured within thirty (30) days after the non-breaching Party has provided the breaching Party with written notice which contains a detailed explanation of the alleged breach.

K. General.

1. Binding Agreement. This Support Agreement is binding upon and will inure to the benefit of the Parties and their respective successors and assigns.
2. Assignment. Either party may assign its rights and obligations under this Support Agreement with the express written consent of the other party, which consent will not be unreasonably withheld or delayed, provided however that either party may assign its rights and obligations under this Support Agreement without the consent of the other party (i) upon a sale of a majority of its outstanding capital stock to an affiliate or third-party, (ii) if it sells all or substantially all of its assets, or (iii) in the event of a similar change of control.
3. No Waiver; Severability. All rights and remedies of the Parties are separate and cumulative. The waiver or failure of either Party to exercise any right or remedy provided under this Support Agreement will not be deemed a waiver of any further right or remedy.
4. Savings Clause. The invalidity of any provision of this Support Agreement will not affect the validity and binding effect of the remaining provisions.
5. Notices. Any notice required under this Support Agreement must be sent by (i) an internationally recognized overnight delivery service, (ii) by facsimile with electronic confirmation of receipt or acknowledgement, or (iii) by electronic mail with electronic confirmation of receipt or acknowledgement. All written notices will be effective upon receipt.
6. Force Majeure. If, and to the extent that either party is precluded from performing its duties and obligations under this Agreement as the result of acts of God, authority of laws, strikes, lockouts, labor disputes, riots or other causes beyond its control, such non-performing party shall be excused to the extent that its performance continues to be precluded by such acts.
7. Entire Agreement. This Support Agreement constitutes the entire agreement between the Parties with regard to its subject matter and supersedes all prior or contemporaneous agreements, negotiations, representations or proposals, whether written or oral.

By executing this Support Agreement, the Parties acknowledge that they have reviewed the terms and conditions of this Support Agreement and agree to be legally bound by those terms. - An electronic signature on this Support Agreement is legally binding on the parties.

BADGER METER, INC.

CUSTOMER

By: *Theresa M. Szafranski*

By: _____

Name: Theresa M. Szafranski

Name: _____

Title: Assistant Secretary

Title: _____

SCHEDULE 1
CONTACT INFORMATION

Badger Meter, Inc.
4545 W. Brown Deer Rd.
Milwaukee, WI 53223
1-800-456-5023
www.badgermeter.com/

SCHEDULE 2

SERVICE LEVELS

1. **Service Hours.** Badger Meter will provide the Support Services during the following hours:

(a) Normal Business Hours. Badger Meter will provide Support Services between the hours of 7:30 am and 5:00 pm Central Time, Monday thru Friday, excluding U.S. holidays (“Coverage Hours”).

(b) Extended Coverage Hours. Badger Meter, in its discretion, may provide Customer with Support Services during hours extending beyond the Coverage Hours for customers with active customer support agreements [or license agreements].

2. **Support Services Process and Procedures.**

(a) Software Support Services--

Badger Meter will provide Customer with access to scheduled software releases, product update releases, engineering updates and related documentation on an as-available basis.

Upon experiencing a difficulty with the Software, Customer should do as follows:

Check troubleshooting resources imbedded in the Software, instruction manuals, Badger Meter's self-service troubleshooting tips at [www.badgermeter.com/***\(includes informational materials, instructions and FAQs\);](http://www.badgermeter.com/***(includes informational materials, instructions and FAQs);) Badger Meter

Contact Badger Meter with a request for assistance. Contact information can be found on Schedule 1.

Badger Meter will use reasonable efforts to identify and resolve the request.

(b) Hardware Support Services -- Upon experiencing a difficulty with the Hardware, Customer should do as follows:

Check troubleshooting resources imbedded in the Hardware, instruction manuals, Badger Meter's self-service troubleshooting tips at www.badgermeter.com/ (includes informational materials, instructions and FAQs);

Contact Badger Meter with a request for assistance. Contact information can be found on Schedule 1.

Badger Meter will use reasonable efforts to identify and resolve the request.

If Hardware is covered under the Support Agreement and a Hardware issue cannot be resolved after a Level 1 and 2 troubleshooting assessment, Badger Meter will provide Customer with loaned replacement Hardware and Customer will immediately return the inoperable Hardware to Badger Meter at Customer's cost. Upon receipt of the Hardware from Customer, Badger Meter will verify the Hardware inoperability issue and will arrange for the repair or replacement of the inoperable Hardware at its sole discretion. Badger Meter will return the repaired or replaced Hardware to Customer at Badger Meter's cost. Customer consents to Badger Meter's use of third-party vendors in repairing or replacing the Hardware. During use, Customer agrees be liable for damages to and misuse of loaned Hardware, owned by Badger Meter.

3. Priority of Requests. Badger Meter will prioritize Customer requests for assistance based upon the following criteria:

- (a) Priority I: Work Stoppage. Customer is unable to collect reading data or process reading data for billing purposes due to issues with Badger Meter Hardware or Software and a work-around is not available or is generally unacceptable.
- (b) Priority II: Loss of Software Function. A major software function is inoperable but reading and billing work can continue without any significant impact to Customer.
- (c) Priority III: Minor Software Issue. Loss of a function which does not seriously impact reading and billing.
- (d) Response Goals:

INCIDENT FIX	INCIDENT SEVERITY		
	Priority I	Priority II	Priority III
Initial Response	1 Business Hour	4 Business Hours	12 Business Hours
Response Update	Each Business Day	Each Week	Bi-Weekly
Relief	Immediate	As Soon as Possible	Reasonable Efforts

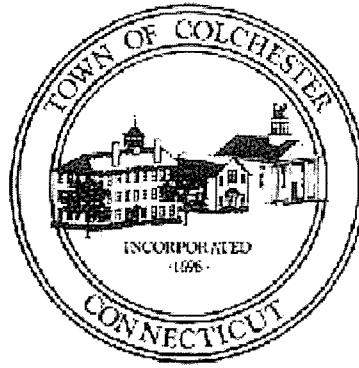
SCHEDULE 3
CUSTOMER CONTACTS

Primary Contact:

Name:
Title:
Address:
Phone Number
Fax Number
Email Address

Secondary Contact:

Name:
Title:
Address:
Phone Number
Fax Number
Email Address



DISPOSAL AND WRITE-OFF PROCEDURES FOR TOWN OF COLCHESTER OWNED SURPLUS MOVEABLE ASSETS

Effective Date

The present document contains the text of the policy, as approved by the Town of Colchester Board of Selectmen on _____ and is effective immediately.

Preface

The intent of this policy is to optimize and standardize the process for disposing of surplus, moveable Town of Colchester assets. Moveable assets are Town assets exclusive of land and buildings.

Ethics

The disposal of surplus Town of Colchester assets attracts considerable interest in industry and the general public. Public servants and contractors involved in the disposal process should demonstrate the highest integrity in all their actions. Care should be taken to avoid any actual or perceived conflict of interest.

Objective

To provide the best overall outcome for the Town of Colchester in its disposal of surplus moveable assets with value, to the end that:

- The highest net value is obtained through disposal;
- An open opportunity for all to participate in the disposal;
- The disposal process is characterized by prudence, probity and integrity;
- The health and safety of persons and the environment are protected.

Procedure

Declaring an Asset Surplus:

The department that has custody of an asset is responsible for identifying and declaring assets which are surplus to its requirements. The Department head should provide, in writing, to the First Selectman the declaration as surplus, the basis for the declaration, and an accurate appraisal of the sale value of each asset to be disposed of. Typical reasons for disposal include:

- The asset is no longer needed due to change in operational requirements;

- The asset is technologically obsolete or incompatible with other asset(s);
- The asset has reached the point at which it is most economical to dispose of it (from age, usage, mileage, etc.), thus minimizing through-life costs;
- The asset is beyond economical repair;
- The cost of capital tied up, storage, handling, etc. cannot be justified when compared with the cost of alternatives, such as rental or just-in-time procurement;
- Continued possession or use of the asset contradicts occupational health or safety standards, or the asset contains hazardous materials, and so forth.

Preparing an Asset for Disposal:

It is the Department head’s responsibility, before releasing an asset or for sale, to remove all:

- Town of Colchester markings, inventory, stickers, etc.
- Any hazardous material or dangerous or controlled substances;
- Town of Colchester two-way radios or telephones;
- Valuable or re-usable material contained therein.

Disposal Options:

Surplus moveable assets owned by the Town of Colchester are to be disposed of, when practical, by any of the following means as determined by the First Selectman to be in the best interest of the Town of Colchester to maximize revenue and minimize expenses. To the greatest extent feasible, the general public should have the opportunity to purchase surplus Town of Colchester assets.

- Public advertisement and sealed bid;
- Auction;
- Advertised “For Sale” at defined price;
- As trade value on a subsequent purchase;
- Transferred to another Town Department
- Assets with little or no market value may be transferred gratuitously or may be scrapped in an environmentally acceptable manner when this is the most cost-effective means of disposal and will withstand public scrutiny;
- In exceptional circumstances, valuable surplus assets may be transferred gratuitously to another town or city, or to a recognized charitable or non-profit organization, or sold at other than appraised value when, in the opinion of the First Selectmen, such action serves the public interest better than sale on the open market;

Department heads wishing to introduce alternative disposal means are to present their proposals to the First Selectmen requesting approval to use an alternative mean. This submission must present a clear

business case showing the proposed disposal mechanism will result in greater overall benefit to the Town of Colchester than those already put in place.

Surplus assets are always to be sold, donated or transferred “as is, where is” with no warranty as to condition, serviceability or fitness for use. The Town of Colchester assumes no liability for accident, injury or loss resulting from the use of the asset subsequent to disposal.

Department heads are responsible for ensuring that any restrictions regarding disposal that were imposed as a condition of original purchase (e.g. agreements, treaties or licensing requirements) are respected and are imposed on any subsequent buyer with full force and effect. It is the department head’s responsibility to ensure the buyer of any such assets can be relied on to meet these obligations. Where such assets are being sold for museum display or scrapped, it is the department head’s responsibility to ensure the assets are permanently disabled to the satisfaction of the First Selectmen.

The First Selectman shall take into account the heritage value of surplus assets. When appropriate, representative examples of surplus equipment may be preserved and made available to organizations such as municipal and not-for-profit museums. Items designated lethal equipment (e.g. police weapons and weapon delivery systems) which must be rendered permanently inoperable.

Sale to a limited market or sale at other–than–appraised market value: The sale of Town of Colchester assets to a restricted group of purchasers at what may be other than the fair market value in order to meet specific purposes of the Town of Colchester must be approved by the Board of Selectmen. In cases where the asset has marketable value exceeding the projected cost of sale, a decision to dispose of the asset at lower than market value or by gratuitous transfer constitutes a donation from the Town of Colchester to the recipient. Forgoing potential revenue is equivalent to an expenditure of capital funds; this decision must always be approved by the Board of Selectmen as they will ensure that the arrangement constitutes the best interest of the Town of Colchester and that the decision would withstand the test of public scrutiny.

Proceeds of Disposal

Proceeds from all sales of Town of Colchester surplus moveable assets are to be made payable to the Town of Colchester. The benefit and costs of sales are to be assigned to the Town of Colchester’s Equipment Reserve budget regardless of the method of disposal.

Gregg Schuster



First Selectman

**TOWN OF COLCHESTER
TOWN HALL FLAG POLICY**

This policy serves as the official policy for the flag pole in front of Colchester Town Hall. The following items shall be complied with at all times:

- 1.0 Flags shall be displayed in accordance with all Federal and State Regulations
- 2.0 Flags shall fly at full-staff or half-staff, as determined by the President of the United States and/or the Governor of the State of Connecticut
- 3.0 No more than three flags shall be displayed on a single pole at one time, with the highest being the flag of the United States of America and the next highest being the flag of the State of Connecticut
- 4.0 A third flag may be displayed, with the approval of the Board of Selectman
 - 4.1 The MIA-POW or Town of Colchester flag is authorized as the third flag at all times, except when an authorized third flag is approved by the Board of Selectmen to be flown
 - 4.2 Any request to use a different third flag must be brought to Board of Selectmen for approval
 - 4.2.1 The request must be for a specific time period, not to exceed one (1) month
 - 4.2.2 The request must be sponsored by a Colchester resident
 - 4.3 Any third flag cannot be for a political, religious, or any other non-inclusive cause

SOUTHEASTERN CONNECTICUT COUNCIL OF GOVERNMENTS

5 Connecticut Avenue, Norwich, Connecticut 06360
(860) 889-2324/Fax: (860) 889-1222/E-Mail: office@seccog.org

LEGISLATIVE AGENDA FOR THE 2011 SESSION OF THE GENERAL ASSEMBLY ADOPTED BY SCCOG : 10/20/10

The Southeastern Connecticut Council of Governments, comprised of the chief elected officials and chief executives of twenty member municipalities, annually adopts a legislative agenda concerning issues important to municipalities in southeastern Connecticut. More than ever, with Connecticut facing a budget deficit of over \$3.5 billion, municipalities and the state must work together to enact solutions that will help increase the efficiencies and allow towns and cities to enact the changes they feel are necessary to move us forward.

With the coming crisis that we must all face together, the SCCOG would like to work very closely with our elected state leaders in crafting solutions that will help us all make it through the next few years. We firmly believe that laws enacted by the state have a deep impact on local communities and we will do whatever we can to work with state officials and we ask them to include us in the decision making process. We respectfully request that this year the State complete its budget making process, including making known the amounts of State aid to be provided to municipalities, in time for cities and towns to finalize their budgets by May 1st.

We believe this level of cooperation is needed and that the times we are in require a renewed relationship between local government and our State Government in Hartford. Toward that end, we respectfully request that the southeastern Connecticut legislative delegation focus on four major issues of importance to cities and towns this session. These are:

Preservation of Aid to Municipalities. Over the years the State has significantly reduced or held flat aid to cities and towns as our costs for provision of services goes up. We are aware that in these tough economic times the State will look to all entities receiving State aid to accept cuts in order to assist the State in balancing its own budget. For too long, municipalities have suffered such aid reductions and we no longer can afford it. Last year, we asked that aid be restored to past levels or levels agreed upon when programs such as TAR and PILOT were enacted. This year we merely ask that no cuts be made in aid to municipalities. A survey of our region for the last ten years shows that total revenue received from the State as a percentage of municipal budgets in the southeastern region on average has decreased 2.58% for schools, decreased 6.12% for other programs, while municipal property taxes have increased 11.24%.

If aid is cut to municipalities, we currently have only two options to deal with the reduced revenue. We can either reduce services and eliminate staff or raise taxes which many residents are unwilling to do. As shown with the survey, State aid is critical to our operations and we request that at a minimum, our current levels be maintained.

Education. Education is a constitutional right in Connecticut. The State Constitution obligates state government to fund education. How education is funded and at what level needs to be reformed to comply with this constitutional mandate.

Mandate Relief. A dollar not spent on a state mandate is just as good as a dollar given in the form of state aid. While we do not dispute the good intentions of many of the mandates enacted by the General Assembly, we implore the state to not impose any more as it will only increase costs at the local level.

Furthermore, we request that several mandates be repealed by the state in order to give towns and schools more flexibility and efficiency in their operations. We specifically request the following mandates be repealed:

1. Prevailing Wage
2. Requiring in-school suspension
3. Requiring towns to store evicted tenants property
4. Minimum Budget Requirement
5. Requiring notices be published in newspapers
6. Requiring local school districts to pay for the costs of special education to any Charter School that is attended by student who resides in the district

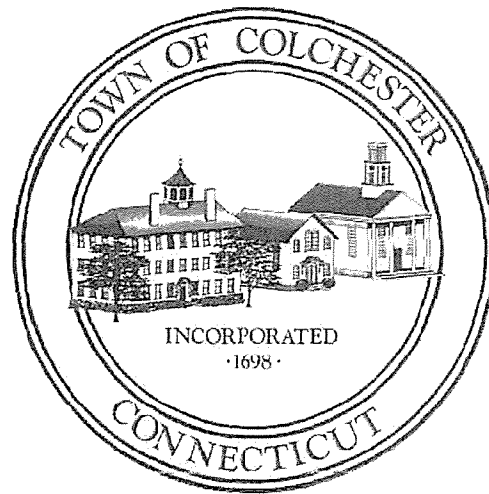
Meaningful State Support and Funding of Regionalism. First of all it is noted that our cities and towns, especially those in southeastern Connecticut, have long held the concept that municipalities are all better off working together. The potential for coordination and cooperation between municipalities was the basis for organizing our Council of Governments. We applaud the State for recently recognizing the importance of regionalism, but are concerned that State government is not “putting its money where its mouth is”. Last year the State significantly reduced funding to our state’s fifteen regional planning organizations from \$1 Million statewide to \$200,000, and this year it has been announced that it will be further reduced to \$90,000. The result is that more and more of our COG’s regional planning and coordination with state agencies will have to be funded by municipal dues, which are local tax dollars. Finally, state statutes should be reviewed and amended as needed to expressly permit all forms of inter-municipal and regional ventures where two or more municipalities separately or through their regional planning organization choose to join together to provide a service to their residents and taxpayers.

SCCOG Legislative Agenda Checklist

Preserve Aid to Municipalities
Full State funding for education as required by the State Constitution
Repeal or Revise Prevailing Wage
Repeal In-school Suspension Requirement
Repeal Requirement for towns to store evicted tenants property
Repeal Minimum Budget Requirement
Repeal Requirement for Notices to be Published in Newspapers
Repeal Requirement for Local School Districts to Pay for the Costs of Special Education to any Charter School that is Attended by a Student who Resides in the District
Make the Conveyance Tax Permanent
Enable Regional Policing
Establish Regional State Permitting Teams
State Contracting with Municipalities for the Plowing of State-owned, Local Roads
Restore State funding to Regional Planning Organizations
Adopt the State budget in a timely fashion so that municipalities can know the amount of State aid is forthcoming before finalizing their own budgets

**TOWN OF COLCHESTER
COLCHESTER BOARD OF EDUCATION**

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

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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.