

# Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

Mary Bylone, First Selectman

Board of Selectman Agenda  
Regular Meeting  
Thursday, July 16, 2020 @ 7:00 PM  
Zoom Meeting

Please use the link below to join the webinar:

<https://us02web.zoom.us/j/84858340858?pwd=R0pQa3VtRlVfY3BPc1VpQ1hiWIBkUT09>

Or Telephone:

US: +1 929 205 6099 or +1 301 715 8592 or +1 312 626 6799 or +1 669 900 6833

or +1 253 215 8782 or +1 346 248 7799

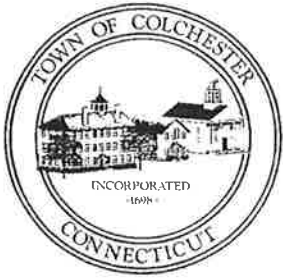
Webinar ID: 848 5834 0858

Password: 292826

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ADDITIONS AND/OR DELETIONS TO THE AGENDA
4. CITIZEN'S COMMENTS
5. CONSENT AGENDA
  - A. Approve Minutes of the June 18, 2020 Board of Selectmen Meeting
  - B. Contract Renewal for Yoga Instructor – Senior Center
  - C. Contract Renewal for Exercise with Anne Instructor – Senior Center
  - D. Contract Renewal for Strength and Stretch Instructor – Senior Center
  - E. Contract Renewal for Sittercize Instructor Contract – Senior Center
  - F. Contract Renewal for NECCOG Animal Control Services
  - G. Contract Renewal for Civic CMS
6. Boards and Commissions – Interviews and/or Possible Appointment and Resignations
  - A. Agriculture Commission Possible Appointment of Leslie Curtis from Alternate to Member with a term to expire on 11/30/2022
  - B. Police Commission – Resignation – Chris Cameron – See Attached
  - C. Police Commission – To be Interviewed – Kevin Gustin with a possible term to expire 1/2/2023
7. Discussion and Possible Action on the Consolidation of the Town Hall and BOE Postage Meter Contract
8. Discussion and Possible Action on Fireworks Contract with Legion Fireworks Co., Inc., for Trick or Trunk, Friday, October 30, 2020
9. Discussion and Possible Action on Plan for Diversity and Inclusion in Colchester

RECEIVED  
COLCHESTER, CT  
2020 JUL 15 AM 10:06  
*Mary Bylone*  
GAYLE FURMAN  
TOWN CLERK

10. Discussion and Possible Action on Contract with CSG for Phase 1 of the Senior Center Building Project in an Amount not to Exceed \$43,034 in Accordance with RFQ 2020-05
11. Discussion and Possible Action on the Appropriation of \$10,000 to cover marketing related expenses associated with the Referendum
12. Discussion and Possible Action on the 2021 Revaluation Contract
13. Discussion and Possible Action on Norton Park Project Plan – Phase I and II
14. Discussion and Possible Action on Norton Park Brochure - Fundraising
15. CITIZEN'S COMMENTS
16. FIRST SELECTMAN'S REPORT
17. LIAISON REPORTS – Commission on Aging – See Attachment
18. ADJOURN



# Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

Mary Bylone, First Selectman

Board of Selectman Special Meeting Minutes  
Thursday, June 18, 2020 @ 4:30 PM  
Zoom Meeting

Members Present: First Selectman Mary Bylone, Rosemary Coyle, Denise Mizla, Denise Turner and Taras Rudko

Others Present: Wetlands Enforcement Officer, Jay Gigliotti, Town Planner, Matt Bordeaux

RECEIVED  
COLCHESTER, CT  
2020 JUN 22 PM 3:33  
Mary Bylone  
First Selectman  
JOHN BLENN

1. CALL TO ORDER: First Selectman called the meeting to order at 4:30 p.m.
2. PLEDGE OF ALLEGIANCE
3. CITIZEN'S COMMENTS: NONE
4. Approve the minutes of the June 9, 2020 Board of Selectmen Meeting

D. Turner motioned to approve the minutes seconded by R. Coyle. **MOTION CARRIED 5/0.**

5. Discussion and Possible Action on the Grant Application to the CT DEEP Open Space & Watershed Lands Acquisition Program

J. Gigliotti gave a presentation on a grant opportunity to acquire 65 acres of open space referred to as the Sablitz Property. The DEEP grant would provide \$150,000 and require the town to match \$60,000. The property meets the Open Space goals for the town, region, and the state. It will be used for passive recreation. Denise Mizla motioned that the Colchester Board of Selectmen endorses the submission of a grant application to the CT DEEP Open Space & Watershed Lands Acquisition Program; if awarded the Town shall carry out all contractual requirements to utilize the awarded funds together with existing town open space funds, to complete the acquisition of 65 vacant acres on Route 16 known as 4W-09 Lot 013-000 and authorize the First Selectman to sign any and all documents necessary to submit the grant application, seconded by R. Coyle. **MOTION CARRIED 5/0**

6. CITIZEN'S COMMENTS: None

## 7. FIRST SELECTMAN'S REPORT:

The State went into Phase 2 reopening on June 17. If the numbers continue to look good, the state will continue to expand opening in July.

Gas line on Mill Street, Norwich Ave. and Main Street is on target for completion in the near future. The airline trail spur work is behind schedule but should be finishing soon.

Halls Hill Road construction will begin soon.

Work continues on Paper Mill Road Bridge.

The budget has been finalized, and FS will be meeting with staff to discuss the impact to the different department of the zero increase budget. The two Fire Department Positions that were approved with the budget will be posted in the near future.

The Board of Selectmen will go back to their regular meeting schedule of the first and third Thursday of every month at 7 p.m.

Board and Commission meetings will continue to be held by Zoom until Labor Day.

## 8. LIAISON REPORTS

**Senior Center Building Committee** - R. Coyle reported that the Committee met twice and in those meetings, reviewed additional designs. They reviewed the bids for Owners Representative and chose four firms that they will interview.

**Long Term Recovery Committee**- R. Coyle reported the group meets weekly and has drafted a needs survey for residents that they will test with the Lions Club to make sure they didn't miss anything before putting it out to the general public. They are working on a needs survey for businesses. They have drafted a charge for the Committee that they will put forth to the Board of Selectmen for approval.

**Norton Park Committee** – D. Mizla reported that Jim Paggioli gave an update on the bridge construction. The walking paths have been cleared and the group is hoping to finalize their flyer in July.

**Conservation Commission** – D. Turner reported the commission has two pending applications that were tabled by the applicants. They are working on an enforcement issue on Reservoir Road.

9. ADJOURN

D. Turner motioned to adjourn at 5:10 p.m., seconded by D. Mizla. **MOTION CARRIED 5/0**

Please see the minutes of future meetings for any corrections hereto.

Respectfully Submitted by:

Heide Perham, Executive Assistant to the First Selectman

**Colchester Senior Center**  
**BOS Request for Approval**

**TO: Board of Selectmen**

**FROM: Patricia Watts, Director**

**RE: Yoga Instructor Contract**

**DATE: 6/29/2020**

This is a renewal contract with Susan McCaffrey, Yoga Instructor. Yoga \$30 per session (requires a five person minimum per class).

**Action Recommended:**

That the Board of Selectmen authorize Mary Bylone, First Selectman to sign the attached contract with Susan McCaffrey, Yoga Instructor, beginning 7/1/2020 and ending 6/30/2021.

demands for damages, either in law, or in equity, arising out of or by virtue of the execution of this agreement.

7. An updated liability insurance certificate with coverage of \$1,000,000.00 evidence of Workers Compensation Insurance for the instructor will be provided upon acceptance of this contract. If your program is being held in a Colchester School Building you and any employees must submit fingerprint cards along with processing fee to the BOE office prior to your first class.
8. A scheduled meeting with the program coordinator prior to the start of the program is required. Rosters and attendance sheets will be given to the instructor prior to the first class. Please return accurate attendance sheets to the senior center office at the conclusion of your program.

If you agree with the terms and conditions stated above, please sign and return one copy of this contract.

---

Mary Bylone, First Selectman

Date

---

Susan McCaffrey, Independent Contractor

Date

**Colchester Senior Center**  
**BOS Request for Approval**

**TO: Board of Selectmen**

**FROM: Patricia Watts, Director**

**RE: Exercise with Anne Instructor Contract**

**DATE: 6/29/20**

This is a renewal contract with Anne Beauregard for Exercise with Anne. Exercise \$30 per session (requires a five person minimum per class).

**Action Recommended:**

That the Colchester Board of Selectmen authorize Mary Bylone, First Selectman, to sign the attached contract with Anne Beauregard for Exercise with Anne, beginning 7/1/20 and ending 6/30/21.



insurance, workers compensation, pension, and retirement benefits. The Contractor shall be responsible for the filing of federal and state income tax information, as well as quarterly Social Security payments as a self-employed individual.

6. The Contractor shall at all times enter its appearance for, defend, indemnify, protect and save harmless the Town of Colchester from any and all claims for demands for damages, either in law, or in equity, arising out of or by virtue of the execution of this agreement.
7. An updated liability insurance certificate with coverage of \$1,000,000.00 evidence of Workers Compensation Insurance and current CPR and First Aid Certificates for the instructor will be provided upon acceptance of this contract. If your program is being held in a Colchester School Building you and any employees must submit fingerprint cards along with processing fee to the BOE office prior to your first class.
8. A scheduled meeting with the program assistant prior to the start of the program is required. Rosters and attendance sheets will be given to the instructor prior to the first class. Please return accurate attendance sheets to the senior center program assistant at the conclusion of your program.

If you agree with the terms and conditions stated above, please sign and return one copy of this contract.

---

Mary Bylone, First Selectman

Date

---

Anne Beauregard, Independent Contractor

Date

**Colchester Senior Center**  
**BOS Request for Approval**

**TO: Board of Selectmen**

**FROM: Patricia Watts, Director**

**RE: Strength & Stretch Instructor Contract**

**DATE: 6/29/20**

This is a renewal contract with Anne Beauregard Sittercize Instructor. Exercise \$30 per session (requires a five person minimum per class).

**Action Recommended:**

That the Colchester Board of Selectmen authorize Mary Bylone, First Selectman, to sign the attached contract with Anne Beauregard, Strength & Stretch Instructor beginning 7/1/20 and ending 6/30/21.

insurance, workers compensation, pension, and retirement benefits. The Contractor shall be responsible for the filing of federal and state income tax information, as well as quarterly Social Security payments as a self-employed individual.

6. The Contractor shall at all times enter its appearance for, defend, indemnify, protect and save harmless the Town of Colchester from any and all claims for demands for damages, either in law, or in equity, arising out of or by virtue of the execution of this agreement.
7. An updated liability insurance certificate with coverage of \$1,000,000.00 evidence of Workers Compensation Insurance and current CPR and First Aid Certificates for the instructor will be provided upon acceptance of this contract. If your program is being held in a Colchester School Building you and any employees must submit fingerprint cards along with processing fee to the BOE office prior to your first class.
8. A scheduled meeting with the program assistant prior to the start of the program is required. Rosters and attendance sheets will be given to the instructor prior to the first class. Please return accurate attendance sheets to the senior center program assistant at the conclusion of your program.

If you agree with the terms and conditions stated above, please sign and return one copy of this contract.

---

Mary Bylone, First Selectman Date

---

Anne Beauregard, Independent Contractor Date

**Colchester Senior Center**  
**BOS Request for Approval**

**TO: Board of Selectmen**

**FROM: Patricia Watts, Director**

**RE: Sittercize Instructor Contract**

**DATE: 6/29/2020**

This is a renewal contract with Anne Beauregard Sittercize Instructor. Exercise \$30 per session (requires a five person minimum per class).

**Action Recommended:**

That the Colchester Board of Selectmen authorize Mary Bylone, First Selectman, to sign the attached contract with Anne Beauregard, Sittercize Instructor beginning 7/1/20 and ending 6/30/21.

insurance, workers compensation, pension, and retirement benefits. The Contractor shall be responsible for the filing of federal and state income tax information, as well as quarterly Social Security payments as a self-employed individual.

6. The Contractor shall at all times enter its appearance for, defend, indemnify, protect and save harmless the Town of Colchester from any and all claims for demands for damages, either in law, or in equity, arising out of or by virtue of the execution of this agreement.
7. An updated liability insurance certificate with coverage of \$1,000,000.00 evidence of Workers Compensation Insurance and current CPR and First Aid Certificates for the instructor will be provided upon acceptance of this contract. If your program is being held in a Colchester School Building you and any employees must submit fingerprint cards along with processing fee to the BOE office prior to your first class.
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If you agree with the terms and conditions stated above, please sign and return one copy of this contract.

---

Mary Bylone, First Selectman

Date

---

Anne Beauregard, Independent Contractor

Date

NORTHEASTERN CT ANIMAL CONTROL  
 125 Putnam Pike  
 P.O. Box 759  
 Dayville, CT 06241-0759

# Invoice

<b>Bill To</b>
Town of Colchester 127 Norwich Avenue Colchester, CT 06415

Date	Invoice No.	P.O. Number	Terms	Project
07/01/20	265			

Item	Description	Quantity	Rate	Amount
Assessment	NECCOG Animal Services July 1, 2020-June 30,2021  07-06-20A11:37 RCVD	15,936	3.15	50,198.40

			Subtotal	\$50,198.40
			Sales Tax	\$0.00
			<b>Total</b>	<b>\$50,198.40</b>

Agreement by and between  
the  
Northeastern Connecticut Council of Governments  
and the  
Town of Colchester  
Regarding

**Animal Services**

July 1, 2020 – June 30, 2021

This agreement, by and between the Northeastern Connecticut Council of Governments (hereinafter referred to as "NECCOG"), representing the towns of Ashford, Brooklyn, Canterbury, Chaplin, Eastford, Hampton, Killingly, Plainfield, Pomfret, Putnam, Scotland, Sterling, Thompson, Union, Voluntown and Woodstock and the Town of Colchester (hereinafter referred to as "Town"), covers the provision of animal services as detailed in the following agreement for the period beginning July 1, 2020 and concluding on June 30, 2021.

Section 1 Designation of Animal Control Agent

The Northeastern Connecticut Council of Governments (NECCOG) is hereby designated, pursuant to Connecticut State Statute, as the appointed agent of the Town of Colchester to enforce all regulations relating to animal control. NECCOG shall follow the provisions of the applicable laws and regulations, as they may be amended, in the provision of such animal control services and in provisions of all other services set forth herein.

Section 2 Services-General

As part of its duties as the designated Animal Control Agent of the Town, NECCOG shall provide the following general administrative and support services:

- A. NECCOG shall employ, train, and supervise all necessary personnel to perform the services required by this Agreement.
- B. NECCOG shall maintain an Animal Control Office at 125 Putnam Pike, Dayville, Connecticut. Such office shall be open to the public from 9:00 a.m. to 2:00 p.m. on Monday, Tuesday, Wednesday, Thursday, and Friday, except for legal holidays. NECCOG shall provide on-call emergency service 24 hours per day, seven days per week, throughout the term of this Agreement. The field services provided by NECCOG under this Agreement shall include but are not limited to the following:
  - i. Handling of dead, confined, stray, at large, nuisance, sick, injured, or vicious domestic

animals;

- ii. Investigation and enforcement of any cruelty, abandonment, or protective custody cases in the Town;
  - iii. Provision of veterinary care on an emergency basis for domestic animals;
  - iv. Handling of neighborhood disputes involving domestic animal complaints; and
  - v. Investigation of all reported bites, quarantine of biting domestic animals pursuant to State guidelines; and performing such duties as are necessary on a live biting domestic animal or its carcass, necessary to prepare and deliver it for rabies testing.
- C. NECCOG shall cooperate with other agencies in delivering domestic animal services to the Town. It is recognized that other agencies, such as the Connecticut Department of Agriculture, the Connecticut Humane Society, the Northeast District Department of Health, and State Police, also have animal control and welfare responsibilities and interests. The Animal Services Program shall be cognizant of such overlapping jurisdiction, shall avoid duplication of services, and where appropriate, shall provide for coordination, referral and assistance to and among such agencies.
- D. NECCOG shall train its employees concerning all applicable State and Town regulations concerning animal control as well as in regard to the rules, of evidence, rules concerning search and seizure, and in techniques for dealing competently, courteously, and firmly with the general public and with the animals in the Region's control.
- E. NECCOG shall provide such facilities, equipment, and inventory of supplies as are necessary to fully provide the services required herein. NECCOG shall maintain all field equipment necessary for its animal control functions in good repair and maintain all current licenses and registrations required by State law.
- F. NECCOG shall outfit its field personnel in neat, standardized uniforms which clearly identify such personnel and the NECCOG Animal Control Program.
- G. NECCOG shall respond to individual citizen requests for information concerning animal control and animal welfare and shall make its staff available for public speaking events at community meetings, organizations, public hearings, schools, and to the media. NECCOG shall further provide visual aids in the form of brochures, handouts, and other appropriate materials.
- H. NECCOG staff shall appear in Court in connection with any criminal enforcement or civil hearing, and for all other hearings on animal control matters, upon notification thereof by the Town.

### Section 3 Consideration

- A. In consideration for NECCOG's performance of the duties listed herein, the Town will pay NECCOG an amount based on the most recent population of the Town as determined by



the Connecticut Department of Public Health 15,936 (2018) multiplied by Three Dollars and fifteen cents (\$3.15) per capita per year equals \$50,198.40.

- B. NECCOG shall be entitled to retain fees generated by the program which are not earmarked to the State.
- C. Additionally, if there is a confiscation of animals that require special housing (for example livestock, horses, etc.) or are in large quantities that require other than ordinary veterinarian care - costs for such services (which will be discussed and agreed in advance prior to the incurring such costs) will be bourn by the Town.

#### Section 4 Accountability

- A. NECCOG shall provide the Town with quarterly reports concerning NECCOG's performance under this Agreement; such reports to, at minimum, reflect the following information:
  - i. The number of animals sheltered;
  - ii. The number of adoptions;
  - iii. The number of individuals receiving Notices of Violation/abatelements; and,
  - iv. The number of investigations.

#### Section 5 Disposition of Assets/Equipment Upon Termination/ Expiration

Upon the expiration or termination of this Agreement, NECCOG shall retain the vehicles, equipment, and other capital items used to provide the services set out herein. In the event that the Towns involved in the Regional Animal Control Program shall discontinue its animal control activities at the time this Agreement expires or is terminated, each participating Town shall have the first option to purchase such vehicles, equipment and other capital items at their fair market value, and shall also have first option to purchase at fair market value such other of the NECCOG Animal Control Program capital assets as the Town desires.

#### Section 6 Agreement

- A. This agreement may be amended in whole or in part by mutual agreement by NECCOG and TOWN.
- B. It is the intention of the parties that the relationship of NECCOG to TOWN in the course of the performance of its duties pursuant hereto is that of an independent Contractor. Nothing contained in this Agreement shall be construed to constitute NECCOG as a partner, joint venture, agent or employee of TOWN. NECCOG, as an independent Contractor, shall be solely responsible for the hiring, discipline and management of NECCOG employees, and all costs and expenses related thereto, including the payment (and withholding, if required) of all applicable federal, state and local taxes. NECCOG and TOWN shall not be construed

as joint ventures or partners of each other and neither shall have the powers to bind or obligate the other except as set forth in this Agreement.

- C. If, at any time during the term of the Agreement, NECCOG, in the reasonable discretion of TOWN: (a) has failed materially to provide services required in accordance with this Agreement; (b) has become insolvent; (c) abandons the work; (d) subcontracts, assigns, transfers, conveys or otherwise disposes of its obligations under the Agreement other than as provided herein; or (e) repeatedly or materially fails to comply with any other term or condition contained in the Agreement, TOWN shall have the right to terminate the Agreement upon written notice to NECCOG.
- D. In the event of termination by TOWN, TOWN's payment obligation shall cease as of the final date on which services in accordance with this Agreement are last performed by NECCOG.
- E. The waiver by either party of a breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach. No waiver shall be valid unless in writing and signed.
- F. No part of this Agreement nor any rights or obligations hereunder, shall be assigned or subcontracted without the prior written approval of TOWN. This is intended to be a restriction on both the right and the power to assign, and any purported assignment not consented to by TOWN as herein required shall be void, shall confer no rights on the purported assignee and need not be recognized by TOWN. This Agreement shall be binding upon and inure to the benefit of NECCOG and TOWN and their respective permitted successors and assigns.
- G. The invalidity or un-enforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision.
- H. This Agreement shall be governed, construed and enforced in accordance with, the laws of the State of Connecticut, without regard to its conflicts of laws principles.
- I. NECCOG agrees to indemnify and hold harmless the Town of Colchester and all of their respective employees, volunteers and agents from (i) any and all claims or losses arising from the negligent or intentional misconduct or failure of performance under this Agreement, except those claims or losses arising from the negligent or intentional misconduct of the Town of Colchester or one of their respective employees, volunteers and agents or (ii) a breach of any representation and warranty of NECCOG in this Contract. NECCOG further agrees to indemnify and hold harmless the Town of Colchester and all of their respective employees, volunteers and agents from any and all claims or losses alleged by any NECCOG employee against the Town of Colchester and all of their respective employees, volunteers and agents, except those claims or losses arising from the negligent or intentional misconduct of the Town of Colchester or one of their respective employees, volunteers and agents.

- J. This Agreement contains the entire understanding of the parties and supersedes and replaces any and all previous understandings, written or oral, regarding the subject matter of this Agreement. This Agreement may not be changed, except in an amendment signed by both parties.
- K. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument. Facsimile signatures shall be treated as original signatures.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

Northeastern Connecticut  
Council of Governments

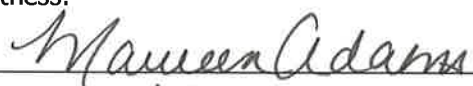
Town of Colchester

  
\_\_\_\_\_  
John Filchak, Executive Director

\_\_\_\_\_  
Mary Bylone, First Selectman

Date: 7/1/20

Date: \_\_\_\_\_

Witness:  
  
\_\_\_\_\_

Witness:  
\_\_\_\_\_

Date: 7/1/2020

Date: \_\_\_\_\_

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the  
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- ii. Investigation and enforcement of any cruelty, abandonment, or protective custody cases in the Town;
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- D. In the event of termination by TOWN, TOWN's payment obligation shall cease as of the final date on which services in accordance with this Agreement are last performed by NECCOG.
- E. The waiver by either party of a breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach. No waiver shall be valid unless in writing and signed.
- F. No part of this Agreement nor any rights or obligations hereunder, shall be assigned or subcontracted without the prior written approval of TOWN. This is intended to be a restriction on both the right and the power to assign, and any purported assignment not consented to by TOWN as herein required shall be void, shall confer no rights on the purported assignee and need not be recognized by TOWN. This Agreement shall be binding upon and inure to the benefit of NECCOG and TOWN and their respective permitted successors and assigns.
- G. The invalidity or un-enforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision.
- H. This Agreement shall be governed, construed and enforced in accordance with, the laws of the State of Connecticut, without regard to its conflicts of laws principles.
- I. NECCOG agrees to indemnify and hold harmless the Town of Colchester and all of their respective employees, volunteers and agents from (i) any and all claims or losses arising from the negligent or intentional misconduct or failure of performance under this Agreement, except those claims or losses arising from the negligent or intentional misconduct of the Town of Colchester or one of their respective employees, volunteers and agents or (ii) a breach of any representation and warranty of NECCOG in this Contract. NECCOG further agrees to indemnify and hold harmless the Town of Colchester and all of their respective employees, volunteers and agents from any and all claims or losses alleged by any NECCOG employee against the Town of Colchester and all of their respective employees, volunteers and agents, except those claims or losses arising from the negligent or intentional misconduct of the Town of Colchester or one of their respective employees, volunteers and agents.

- J. This Agreement contains the entire understanding of the parties and supersedes and replaces any and all previous understandings, written or oral, regarding the subject matter of this Agreement. This Agreement may not be changed, except in an amendment signed by both parties.
- K. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument. Facsimile signatures shall be treated as original signatures.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

Northeastern Connecticut  
Council of Governments

Town of Colchester

  
\_\_\_\_\_  
John Filchak, Executive Director

\_\_\_\_\_  
Mary Bylone, First Selectman

Date: 7/1/20

Date: \_\_\_\_\_

Witness:

  
\_\_\_\_\_

Witness:

\_\_\_\_\_

Date: 7/1/2020

Date: \_\_\_\_\_





June 15, 2020

To: CivicCMS Clients  
From: Millard Rose  
Subject: 2020 Transition to CivicPlus Annual Services Agreements

For contracting consistency among all our clients, we are transitioning former VTHH clients to CivicPlus annual services agreements during their next renewal cycle; your agreement is attached. Please mail a signed copy back to: Attention: Contracts, CivicPlus, 1300 Massachusetts Avenue, Suite 100, Boxborough, MA 01719.

I'd also like to take the opportunity to update you about the number of milestones we've achieved since joining the CivicPlus family in May 2018 and the even bigger plans we have to benefit you in the future:

- CivicPlus took a major step forward in its commitment to Drupal (the CMS platform purchased as part of the VTS acquisition and what your website is built on). Late last year we signed a 5 year agreement with Acquia, Drupal's "home base" (Drupal creator Dries Buytaert is Acquia's CTO), and we expect our strategic partnership to add significant value to our clients through a variety of collaboration efforts in the years ahead.
- During 2019 our CivicCMS Division grew 40+% and is now in 18 new states. Our division team has grown by 1/3 since the acquisition and will grow again by at least that much in 2020 – including our entry into the remaining 15 states CivicCMS is not currently in.
- Part of this growth has been the expansion of our Technical Services Team which has ambitious plans for further functionality development. We'll be distributing a formal Development Road Map in the coming months. This will include being in a position to more tightly integrate with the broad menu of products CivicPlus provides; more information will be forthcoming. It is important to note that all clients will benefit from the core functionality enhancements as part of their annual services contract Annual Technology Fee.
- Client Support Services were enhanced during this past year and we will be further expanding the size of our Support Team, Online Support Center, and topics for monthly, live tutorials.

Please keep your eye out for more correspondence about our upcoming plans. We thank you once again for your ongoing support.

We appreciate your business !

Regards,

*Millard Rose*

06-19-20A11:15 RCVD

Millard Rose  
Division Business Leader, CivicCMS  
CivicPlus, LLC



## License and Service Agreement

**Date: June 15, 2020**

**Client: Town of Colchester, CT**

**Client Address: 127 Norwich Avenue, Colchester, CT 06415**

**Phone: 860-537-7200**

This License and Service Agreement ("Agreement") sets forth the agreed upon terms and conditions under which CivicPlus, LLC ("CivicPlus") will provide the Services, as outlined and defined in the attached Exhibit A – Statement of Work ("SOW").

### Recitals

Whereas, CivicPlus is the current primary website service provider for Client;

Whereas, the Client is currently under contract with CivicPlus, as an assignee of all Virtual Towns and Schools (dba Virtual Town Hall Holdings, LLC) customer contracts, for the website hosting services as set forth in the original License & Service Agreement signed on December 21, 2007; and Whereas, CivicPlus and Client wish to renew the License and Services terms of Agreement as set forth in Agreement;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the parties hereby agree as follows:

### Term and Termination

1. This agreement shall be for a one-year period, starting at the Client's current annual renewal term (July 1, 2020), and shall automatically renew, year-to-year, unless terminated by either party.
2. Either party may terminate the Services by providing the other party with at least 60 days written notice prior to the renewal date.
3. Client may terminate this Agreement at any time if CivicPlus is found in default of any obligation defined within this Agreement which has not been cured within thirty days after receipt of written notice of such default.
4. Notwithstanding the above, in the event this Agreement and the Services are terminated, any outstanding invoices for Services performed shall become due in full and any outstanding fees for annual services shall be prorated from the beginning of the renewal term to the date of termination.

### Intellectual Property & Ownership

5. This Agreement is not a sale of CivicCMS Content Management System (the "CMS") and its associated applications and modules or any other intellectual property of any software or other original works created by or licensed to CivicPlus prior to the



- execution of this Agreement ("CivicPlus Property"). CivicPlus provides a right of use to the Client during the period of this Agreement. Rights are non-transferable.
6. The Client will own the graphic designs and web content that are incorporated into the CMS; ownership assumes all invoices for development have been paid by the Client. Client assumes full responsibility of the content maintenance and administration. Client, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Client Content.
  7. Regarding the CMS, Client may not: a) license, sublicense or in any way commercially exploit or make it available to any third party, b) make derivative works based upon it, c) reverse engineer or access it in order to build a similar product, copy features or functions, or share it with third parties, or d) copy any ideas, features, functions or graphics.
  8. The CivicPlus name, the CivicPlus and CivicCMS logo, and the products and modules associated with these services provided are trademarks of CivicPlus, and no right or license is granted to use them.

### **Billing & Payment Terms**

9. Renewal Term Annual Services, as set forth on Exhibit A, shall be invoiced in advance of each renewal term. Annual services, including but not limited to hosting, support and maintenance services, shall be subject to a 4% annual Technology Fee increase.
10. The Client shall only pay those expenses which are specifically defined in this Agreement or defined in writing and approved as an addendum to this Agreement.
11. If the Client's account exceeds 90 days past due, the web service may be temporarily removed from service until the Client's account is made current. Client will be given 30 days' notice prior to any removal of the website for non-payment.
12. The Client will be invoiced electronically through email. Upon request CivicPlus will mail invoices and the Client will be charged a \$5.00 convenience fee.

### **Taxes**

13. It is CivicPlus' policy to pass through sales tax in those jurisdictions where such tax is required. If the Client is tax-exempt, the Client must provide CivicPlus proof of their tax-exempt status, within fifteen (15) days of contract signing, and this Agreement will not be taxed. If the Client's state taxation laws change, the Client will begin to be charged sales tax in accordance with their jurisdiction's tax requirements and CivicPlus has the right to collect payment from the Client for past due taxes

### **Marketing**

14. Client allows CivicPlus to display a "Government Websites by CivicPlus" insignia, and web link at the bottom of their web pages and CivicPlus logo on the left of the URL / Website Address block.



15. Client agrees to allow CivicPlus to include a reference(s) to the Client's website on the CivicPlus corporate website. This may include a mention of the Client, a picture of the Client's home page, and/or a case study of the Client's project.

### **Liability**

16. CivicPlus will not be liable for any act, omission of act, negligence or defect in the quality of service of any underlying carrier or other service provider whose facilities or services are used in furnishing any portion of the service received by the Client.
17. CivicPlus will not be liable for any failure of performance that is caused by or the result of any act or omission by Client or any entity employed/contracted on the Client's behalf.
18. Client agrees that it is solely responsible for any solicitation, collection, storage, or other use of end-users' Personal Data on any website or online service provided by CivicPlus. Client further agrees that CivicPlus has no responsibility for the use or storage of end-users' personal data in connection with the website or the consequences of the solicitation, collection, storage, or other use by Client or by any third party of Personal Data.
19. To the extent it may apply to any service or deliverable of any SOW, user logins are for designated individuals chosen by Client ("Users") and cannot be shared or used by more than one User. Client will be responsible for the confidentiality and use of User's passwords and user names. Client will also be responsible for all Electronic Communications, including those containing business information, account registration, account holder information, financial information, Client Data, and all other data of any kind contained within emails or otherwise entered electronically through any CivicPlus Property or under Client's account. CivicPlus will act as though Client will have sent any Electronic Communications it receives under Client's passwords, user name, and/or account number. Client shall use commercially reasonable efforts to prevent unauthorized access to or use of any CivicPlus Property and shall promptly notify CivicPlus of any unauthorized access or use of any CivicPlus Property and any loss or theft or unauthorized use of any User's password or name and/or user personal information.
20. Client shall comply with all applicable local, federal, and state laws, treaties, regulations, and conventions in connection with its use of any CivicPlus Property.

### **Indemnification**

21. To the extent allowed by law, CivicPlus agrees to indemnify and hold Client harmless from any and all claims for bodily injury, death, personal injury and property damage and for any other expenses (including attorney's fees) which arise out of the negligent actions or omissions of CivicPlus during the performance of this Agreements.

### **Force Majeure**

22. Neither party will be liable to the other for any failure or delay in rendering performance arising out of causes beyond its control and without its fault or negligence. Such causes may include, but not be limited to, acts of God or the public



enemy, freight embargoes, power outages, and unusually severe weather; but the failure or delay must be beyond its control and without its fault or negligence and shall only be for the period causing the delay.

**Miscellaneous**

- 23. At all times and for all purposes hereunder, CivicPlus is an independent contractor and not an employee of the Client.
- 24. Any and all modifications of the services and/or terms of this agreement, shall be accomplished by an amendment, which must be approved in writing by both parties.
- 25. The invalidity, in whole or in part, of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 26. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

**Acceptance**

We, the undersigned, agreeing to the conditions specified in this document, understand and consent to the terms & conditions of this Agreement.

Client	CivicPlus
By: _____	By: _____
Name: _____	Name: Millard Rose
Title: _____	Title: Divisional Business Leader
Date: _____	Date: _____



## **CivicPlus Website Services – Exhibit A Annual Services**

### **Hosting**

- **Secure Hosting in domestic data center**
- **Shared Web/SQL Server**
- **Redundant ISP**
- **24/7 Monitored facility**
- **Redundant Power supplies with back-up generator**
- **Daily backups off-site**
- **99.9% Uptime**
- **Intrusion Detection & Prevention**

### **Support**

- **24/7 Emergency Support**
- **Up to Five (5) Designated Support Users**
- **Unlimited User Support, 9am to 5pm, Monday – Friday**
- **Personnel dedicated solely to User Support**
- **Same day response (24 Hour Window)**
- **Online Training & Support Documentation**
- **Monthly User Tutorials**

### **CMS Application & Modules**

- **Annual CMS Usage License**
- **Periodic CMS Upgrades**
- **Core Drupal Upgrades, as Applicable**
- **Periodic Module Upgrades**
- **Install Service Patches, as Applicable**

**Total Annual Cost**

**\$3,276.00**

**Annual cost may be pro-rated to match fiscal year, if desired. Additional supported users may be added at an annual cost of \$200 per user.**

**Included in your website package:**

<b>Robust Search Functionality</b> <b>Google Analytics for Traffic Statistics</b> <b>E-Subscriber Mail Lists</b> <b>Online Web Forms</b>	<b>Online Monthly User Webinars</b> <b>Social Media Integration</b> <b>No Limit as to the Number of Pages You Can Add Over Time</b>
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**From:** Chris Cameron <[ccam1970@gmail.com](mailto:ccam1970@gmail.com)>  
**Date:** June 29, 2020 at 12:12:38 PM EDT  
**To:** Carol Vaillancourt <[carol.m.vaillancourt@facebook.com](mailto:carol.m.vaillancourt@facebook.com)>  
**Subject: Resignation**

Commissioner Vaillancourt,

Please accept this correspondence as confirmation of my official resignation as a Police Commissioner for the town of Colchester. At this time, my personal life requires my full attention which does not allow me to give this position the focus it deserves. I sincerely wish you all the best.

Christopher A. Cameron

Sent from my iPhone



# Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

DATE: 07/11/2020

## BOARDS & COMMISSIONS APPLICATION

Name: KEVIN W. GUSTIN

Address: 52 NATALIE LANE Colchester, CT. 06415

Home Phone: (860)537-9988 Email: KWGUSTIN@COMCAST.NET FAX: \_\_\_\_\_

Cell Phone: (860)303-9288 Town Residency 18 Years

Party Affiliation:  Democrat  Republican  Unaffiliated (check one)

Commission or Board you are interested in serving on: POLICE COMMISSION

Educational Background: List name and location of school, # of years attended, Subjects/Major, Did you graduate?

High School: HONESDALE HIGH SCHOOL, HONESDALE, PA - GRADUATED

College: TUI/TRIDENT UNIVERSITY, CYPRESS, CA - BACHELOR OF SCIENCE IN BUSINESS  
ADMINISTRATION(BSBA) MAGNA CUM LAUDE

Trade, Business  
Or Correspondence  
School \_\_\_\_\_

CONTINUED ON REVERSE SIDE



**Work Experience: List length of employment, name and address of employer, position & reason for leaving:**  
MARCH 2007-PRESENT. COAST GUARD ACADEMY, NEW LONDON CT. PRESENTLY  
THE DEPUTY COMPTROLLER, BUT HAVE HELD THE POSITIONS OF SUPERVISORY  
FIELD CONTRACTING OFFICER(SFCO) & PURCHASING AGENT.

1980-2007, ACTIVE DUTY COAST GUARD WITH 2.5 YEARS BREAK IN SERVICE

Are you capable of making the commitment of time necessary to serve on this Board or Commission? YES

Why are you interested in serving? LIVING IN COLCHESTER FOR 18 YEARS, WOULD LIKE TO BE INVOLVED WITH THE COMMUNITY. A NEIGHBOR IS ON THE BOARD AND HAS PEEKE MY INTEREST WITH HIS INVOLVEMENT.

Do you have any experience or familiarity with this area? 24 YEARS ACTIVE DUTY MILITARY (COAST GUARD). SERVED AS A FEDERAL BOARDING OFFICER WHILE ON A 270' COAST GUARD CUTTER. LEAD ARMED BOARDING TEAMS ON THE HIGH SEAS CONDUCTING DRUG INTERDICTION, FISHERIES, HUMAN SMUGGLING, ETC.

If you are not appointed to this board or commission, would you be interested in other forms of public service?

Which ones? N/A

Date: 07/11/2020

Signature: 

### Police Commission-5 Members, 3 year terms

<i>Position</i>	<i>Name</i>	<i>Party</i>	<i>Phone</i>	<i>E-mail</i>	<i>Expiration Date</i>
Chair	Carol Vaillancourt	U	860-603-2053 860-978-6710	carolv0113@icloud.com	11/30/2020
Vice Chair	Debra Marvin	U	860-537-5240 860-204-1598	debimarvin@msn.com	11/15/2020
Member	Christopher Cameron	R	860-593-5469 860-537-8920	ccam1970@gmail.com	1/2/2023
Member	James Stavola	D	860-490-5206	<a href="mailto:ewajim@aol.com">ewajim@aol.com</a>	11/1/2021
Member	Beatrice Farlekas	D	203-910-2205	<a href="mailto:bf4090@gmail.com">bf4090@gmail.com</a>	11/1/2021

Police Commission



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

Date: July 2, 2020

To: Board of Selectmen

From: N. Maggie Cosgrove, CFO

Subject: Postage Meter – Town and Board of Education

#### Background

The Town's current five year lease on the Postage Meter in the Town Hall mail room expires on July 20, 2020. The Board of Education is in year 2 of a 5 year lease for a separate postage meter in the Board of Education Central office at Town Hall. We received a quote from Pitney Bowes, and a quote from Neopost/Quadiant, for a meter that has weigh on the way feature, sealing and 10 lb weighing platform along with training and maintenance. It is being proposed to enter into a lease agreement that will include a buyout amount for the postage meter in the BOE Central Office. This is a cost sharing proposal between the Town and the Board of Education to consolidate into one postage meter within Town Hall. The proposed lease agreement with Neopost/Quadiant includes a non-appropriation clause. Funding is included in the FY 2020-2021 budgets for this lease.

#### Recommendation

Approve the lease of a new postage meter with Quadiant for the period July 20, 2020 through July 1, 2025 and authorize the First Selectman to sign all necessary documents.

**Town of Colchester**  
 127 Norwich Avenue.  
 Colchester, CT 06415  
 Phone 860-537-7205

**LEASE - NASPO- PURCHASE ORDER**

NASPO Contract Number – ADSP016-169901  
 State Contract # 16PSX0180

**To:**  
 Neopost USA  
 478 Wheelers Farms Road  
 Milford, CT 06461  
 800-881-6245

**Ship To:**  
 Heide Perham  
 Town of Colchester  
 127 Norwich Ave.  
 Colchester, CT 06415  
 Phone 860-537-7205

P.O. NUMBER/DATE	REQUISITIONER	SHIPPED VIA	F.O.B. POINT	TERMS
		GROUND		Quarterly Billing

QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
1	ICP-2500	Smart Protect Plus 15 AMP		
1	IN700SH	IN 700 Base w/ Mixed Size Feeder, Sealer, Drop Tray, Ink Cartridge.		
1	INDS7	Dynamic Weighing Platform for IN Series 700		
1	INWP10	IN Series 10lb Weighing Platform		
		Lease Term: 60 MONTHS Billing Frequency: QUARTERLY		
			<b>TOTAL</b>	<b>\$358.25/mo</b>

1. Order is governed under the terms and conditions of the NASPO Contract # ADSP016-169901. Enter this order in accordance with the prices, terms, delivery and specifications listed above.

2. Payments will be sent to:  
 Neopost USA  
 Dept 3689  
 PO Box 123689  
 Dallas, TX 75312-3689  
 Federal ID Number 94-2984524

\_\_\_\_\_  
 Authorized By

\_\_\_\_\_  
 Date

3. Send all correspondence to:  
 MailFinance Inc.  
 478 Wheelers Farms Rd.  
 Milford, CT 06461  
 203-301-3400 (p)  
 203-301-2600 (f)

\_\_\_\_\_  
 Print Name and Title



**Government Product Lease Agreement  
with Meter Rental Agreement**

**Section (A) Office Information**

Office Number	Office Name	Phone #	Date
642	Quadient Northeast District	(860) 276-0276	06/23/2020

**Section (B) Billing Information**

Company Name	Town of Colchester		
DBA			
Billing Address	127 Norwich Avenue		
City State Zip+4	Colchester	CT	06415
Contact Name	Heide Perham	Phone	(860) 537-7205
Contact Title		Fax	
Email Address	hperham@colchesterct.gov		PO #

**Section (C) Installation Information (if different from billing information)**

Company Name	Town of Colchester		
Installation Address	127 Norwich Avenue		
City State Zip+4	Colchester	CT	06415
Contact Name	Heide Perham	Phone	(860) 537-7205
Contact Title		Fax	
Email Address	hperham@colchesterct.gov		
Main Post Office		PO 5-Digit Zip Code	

**Section (D) Products**

Qty	Model / Part Number	Description (include Serial Number, if applicable)
1	IN700SH	IN Series 700 Base w/ Mixed Size Feeder, sealer and drop tray
1	INDS7	Dynamic Weighing Platform for IN Series 700/750 Bases
1	INWP10	IN Series 10 lb Weighing Platform
1	ICP2500	SmartProtect Plus 15 Amp

**Section (E) Lease Payment Information & Schedule**

Tax Status: <input type="checkbox"/> Taxable <input checked="" type="checkbox"/> Tax Exempt <i>Certificate attached</i>  Billing Frequency: <input type="checkbox"/> Monthly <input checked="" type="checkbox"/> Quarterly <input type="checkbox"/> Annually  Billing Method: <input checked="" type="checkbox"/> Standard <input type="checkbox"/> Arrears	<b>Number of Months</b> First 60	<b>Monthly Payment (Plus applicable taxes)</b> \$358.25
	Current Lease Number: <b>N18073000A</b> <input type="checkbox"/> ACH (Customer to submit authorization form)	

**Section (F) Postage Meter & Postage Funding Information**

Meter Model	IN700AI	Machine Model	IN700SH
Postage Funding Method: <input checked="" type="checkbox"/> Bill Me <input type="checkbox"/> Prepay by Check <input type="checkbox"/> ACH Debit (Submit customer authorization form) <input type="checkbox"/> OMAS <input type="checkbox"/> CPU (include authorization form)		Postage Funding Account: <input checked="" type="checkbox"/> POC <input type="checkbox"/> TMS <input type="checkbox"/> New <input checked="" type="checkbox"/> Existing Existing Account Number: <b>6463977</b>	
Agency Code		Sub Agency Code	

**Service Products (Check all that apply)**

<input checked="" type="checkbox"/> Online Postal Rates iMeter™ App (SP10) <input type="checkbox"/> Online Postal Expense Manager iMeter™ App (SP20/NeoStats) <input type="checkbox"/> Online E-Services iMeter™ App (SP30) <input type="checkbox"/> NeoShip PLUS (EP70PLUS) <input type="checkbox"/> NeoShip Install & User Guide (EP70GUIDES) <input type="checkbox"/> RunMyMail <input type="checkbox"/> 3G/4G Cell Service <input checked="" type="checkbox"/> Maintenance - Standard <input checked="" type="checkbox"/> Installation/Training <input type="checkbox"/> Software Support for premise (non-cloud) solutions
---

**Section (G) Approval**

Existing customers who currently fund the Postage account by ACH Debit will not be converted to the Postage Funding Account unless initial here \_\_\_\_\_.

This document consists of a Government Product Lease Agreement with Quadient Leasing USA, Inc.; and a Postage Meter Rental Agreement, Maintenance Agreement and an Online Services and Software Agreement with Quadient, Inc.; and a Postage Funding Account Agreement with Quadient Finance USA, Inc. Your signature constitutes an offer to enter into such agreements, and acknowledges that you have received, read, and agree to all applicable terms and conditions (version Government-Equipment-Lease-Terms-USPS-Direct-V1-2020), which are also available at [www.quadient.com/Government-Equipment-Lease-Terms-USPS-Direct-V1-2020](http://www.quadient.com/Government-Equipment-Lease-Terms-USPS-Direct-V1-2020), and that you are authorized to sign the agreements on behalf of the customer identified above. The applicable agreements will become binding on the companies identified above only after an authorized individual accepts your offer by signing below, or when the equipment is shipped to you.

\*\*\*\*\* SEE PURCHASE ORDER \*\*\*\*\*

Authorized Signature	_____	Print Name and Title	_____	Date Accepted	_____
Accepted by Quadient Inc. and its Affiliates	_____			Date Accepted	_____



## GOVERNMENT PRODUCT LEASE AGREEMENT

In this Government Product Lease Agreement (the "Lease"), the words "You" and "Your" mean the lessee, which is the entity that is identified as the Customer on the Government Product Lease Agreement Order Form ("Order Form"). "We," "Us" and "Our" mean the lessor, MailFinance Inc. "Supplier" refers to either Neopost USA Inc., or any other third party that has manufactured, or is providing services related to, the Products.

**1. Lease of Products. THIS LEASE IS UNCONDITIONAL AND NON-CANCELABLE** (except as provided in Section 24, below) during the Initial Term (as defined below). You agree to lease from Us the equipment, embedded software, Software, services and other products listed on the Order Form, together with all existing accessories, embedded software programs, attachments, replacements, updates, additions and repairs, (collectively the "Products") upon the terms stated herein. For the avoidance of doubt, postage meters for use in mailing machines are excluded from the definition of Products. The term "Software" means any software that is subject to this Lease, other than software programs that are embedded in the hardware. Software is subject to the additional terms as may be provided by the Supplier.

**2. Promise to Pay.** You promise to pay to Us the lease payment shown on the Order Form ("Lease Payment") in accordance with the payment schedule set forth thereon, plus all other amounts stated in this Lease.

### **3. Initial Term; Renewal.**

**3.1 FMV Lease.** The Initial Term of this Lease will begin on the date the Products are installed and will continue for the number of months shown on the applicable Order Form ("Initial Term"). Unless You have opted for an LTOP Lease as described in Section 23, You must notify Us in writing at least thirty (30) days before the end of the Initial Term that You intend to either: (i) return the Products at the end of the Initial Term; or (ii) purchase the Products pursuant to Section 22. If You have not opted for an LTOP lease and You fail to give us such notice, then this Lease will automatically renew for consecutive periods of one (1) month each (each a "Renewal Period"). The amount You pay for the Products will remain unchanged during each Renewal Period. We will not notify You that the Initial Term or any Renewal Period is ending. You may terminate this Lease at the conclusion of any Renewal Period by giving Us thirty (30) days prior written notice of Your intent to do so. If You notify Us in writing that You intend to terminate the Lease, as set forth above, You shall either return the Products pursuant to Section 12 of this Lease or purchase the products pursuant to Section 22.

**3.2 LTOP Lease.** If you have opted for an LTOP Lease as described in Section 23, then the term of this Lease will begin on the date the Products are installed and will continue for the number of months shown on the applicable Order Form ("Initial Term"). At the conclusion of the Initial Term of an LTOP Lease, we shall: (i) transfer title of all hardware Products to You as set forth in Section 23; and (ii) Your license to use any Software Products shall continue without the need to make any further license payments to Us.

**4. Payments.** Lease Payments, and other charges provided for herein, are payable in arrears periodically as stated on the Order Form. You agree to make Lease Payments to Us at the address specified on Our invoices, or at any other place designated by Us within thirty (30) days of the date of Our invoice.

**5. Delivery and Location of Products.** The Products will be delivered to You at the installation address specified on the Order Form ("Installation Address") or, if no such location is specified, to Your billing address. Your acceptance of the Products occurs upon delivery of the Products. You shall not remove the Products from the Installation Address unless You first get Our written permission to do so.

**6. Ownership, Use, and Maintenance of Products.** We will own and have title to the Products during the Lease. You agree that the Products are and shall remain Our personal property. You authorize Us to record (and amend, if appropriate) a UCC financing statement to protect Our interests. You represent that the Products will be used solely for commercial purposes and not for personal, family or household purposes. At Your own cost, You agree to maintain the Products in accordance with the applicable operation manuals and to keep the Products in good working order, ordinary wear and tear excepted.

**7. Assignment of Supplier's Warranties.** We hereby assign to You any warranties relating to the Products that We may have received from the Supplier.

**8. Relationship of the Parties.** You agree that You, not We, selected the Products and the Supplier, and that We are a separate company from the Supplier and that the Supplier is not Our agent. IF YOU ARE A PARTY TO ANY POSTAGE METER RENTAL, MAINTENANCE, SERVICE, SUPPLIES OR OTHER CONTRACT WITH ANY SUPPLIER, WE ARE NOT A PARTY THERETO, AND SUCH CONTRACT IS NOT PART OF THIS LEASE (EVEN THOUGH WE MAY, AS A CONVENIENCE TO YOU AND THE SUPPLIER, BILL AND COLLECT MONIES OWED BY YOU TO THEM).

**9. Default.** You will be in default under this Lease if You fail to pay any amount within ten (10) days of the due date or fail to perform or observe any other obligation in this Lease. If You default, We may, without notice to You, do any one or more of the following, at Our option, concurrently or separately: (A) cancel this Lease; (B) require You to return the Products pursuant to Section 12 below; (C) take possession of and/or render the Products unusable, and for such purposes You hereby authorize Us and Our designees to enter Your premises, with prior reasonable notice or other process of law; and (D) require You to pay to Us, on demand as liquidated damages and not as a penalty, an amount equal to the sum of: (i) all Lease Payments and other amounts then due and past due; (ii) all remaining Lease Payments for the then-current term, together with any taxes due or to become due during such term (which You agree is a reasonable estimate of Our damages); and (iii) in the event that You failed to promptly return the Products to Us, an amount equal to the remaining value of the Products at the end of the then-current term, as reasonably determined by Us. To the extent allowable by law, You shall also pay all Our costs in enforcing Our rights under this Lease, including reasonable attorneys' fees and expenses that We incur to take possession, store, repair, or dispose of the Products, as well as any other expenses that We may incur to collect amounts owed to Us. We are not required to re-lease or sell the Products if We repossess them. These remedies shall be cumulative and not exclusive, and shall be in addition to any and all other remedies available to Us.

**10. Finance Lease.** You agree that this Lease is a "finance lease" as defined in Article 2A of the Uniform Commercial Code ("UCC"). To the extent permitted by law, You hereby waive any and all rights and remedies conferred upon You under UCC Sections 2A-303 and 2A-508 through 2A-522, or any similar laws.





**11. Loss; Damage; Insurance.** You shall: (i) bear the risk of loss and damage to the Product(s) during the Initial Term and any Renewal Period; and (ii) keep the Product(s) insured, at Your expense, against all risks of loss and damage in an amount at least equal to its full replacement cost.

**12. Return of Products.** Unless You take title to the tangible Products pursuant to Section 22 or Section 23, then You are required to return such Products under this Lease. In such a case, at the end of the Lease, You shall, after receiving an Equipment Return Authorization ("ERA") number from Us, promptly send the Products, at Your expense plus shipping and handling costs, to any location(s) that We designate in the contiguous United States. The Products must be properly packed for shipment with the ERA number clearly visible, freight prepaid and fully insured, and must be received in good condition, less normal wear and tear.

**13. Assignment. YOU SHALL NOT SELL, TRANSFER, ASSIGN, SUBLEASE, PLEDGE OR OTHERWISE ENCUMBER (COLLECTIVELY, "TRANSFER") THE PRODUCTS OR THIS LEASE IN WHOLE OR IN PART.**

**14. Disclaimer of Warranties.** WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, REGARDING ANY MATTER WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, THE SUITABILITY OF THE PRODUCT(S), ITS CONDITION, ITS MERCHANTABILITY, ITS FITNESS FOR A PARTICULAR PURPOSE, ITS FREEDOM FROM INFRINGEMENT, OR OTHERWISE. WE PROVIDE THE PRODUCTS TO YOU "AS IS," "WHERE IS" AND "WITH ALL FAULTS."

**15. Limitation of Liability.** WE SHALL NOT BE LIABLE TO YOU AND YOU SHALL NOT MAKE A CLAIM AGAINST US FOR ANY LOSS, DAMAGE (INCLUDING INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES), OR EXPENSE OF ANY KIND ARISING DIRECTLY OR INDIRECTLY FROM THE DELIVERY, INSTALLATION, USE, RETURN, LOSS OF USE, DEFECT, MALFUNCTION, OR ANY OTHER MATTER RELATING TO THE PRODUCTS (COLLECTIVELY, "PRODUCT MATTERS"). NOTWITHSTANDING ANY OTHER PROVISION OF THIS LEASE, EXCEPT FOR DIRECT DAMAGES RESULTING FROM PERSONAL INJURY OR DAMAGE TO TANGIBLE PROPERTY CAUSED BY OUR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, THE MAXIMUM OUR LIABILITY TO YOU FOR DAMAGES HEREUNDER SHALL NOT EXCEED THE TOTAL OF THE AMOUNTS PAID TO US HEREUNDER BY YOU.

**16. Notice. All notices related to this Lease to Us shall be made by You, or an attorney representing You. Notice of non-renewal of this Lease shall be made as outlined in Section 3 herein by calling 1-800-NEOPOST (636-7678).** All other notices, requests and other communications hereunder shall be in writing and sent to: MailFinance Inc., 478 Wheelers Farms Road, Milford, CT 06461 ("Notice Address"). Such notices shall be considered given when: (i) delivered personally, or (ii) sent by commercial overnight courier with written confirmation of delivery. In the event that We do not accept Your offer to enter this Lease, then You have the right to a written statement that specifies the reasons that Your offer was not accepted. You can request such a statement by writing to Us at the Notice Address.

**17. Integration. The Lease** represents the final and only agreement between You and Us. There are no unwritten oral agreements between You and Us. The Lease can be changed only by a written agreement between You and Us. Any additional terms and conditions referenced on any Purchase Order shall be void and have no effect on this Lease.

**18. Severability.** In the event any provision of this Lease shall be deemed to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties agree to replace any invalid provision with a valid provision, which most closely approximates the intent and economic effect of the invalid provision.

**19. Waiver or Delay.** A waiver of any default hereunder or of any term or condition of this Lease shall not be deemed to be a continuing waiver or a waiver of any other default or any other term or condition, but shall apply solely to the instance to which such waiver is directed. We may accept late payments, partial payments, checks, or money orders marked "payment in full," or with a similar notation, without compromising any rights under this Lease.

**20. Survival of Obligations.** Your obligations under this Lease shall survive any expiration or termination of any government procurement contract that may be related to it. Any obligations and duties which by their nature extend beyond the expiration or termination of this Lease shall survive the expiration or termination of this Lease.

**21. Choice of Law; Venue; and Attorney's Fees.** This Lease shall be governed under the laws of the State of Connecticut, without regard to conflicts of law, and jurisdiction shall lie exclusively in a court of competent jurisdiction in New Haven County, Connecticut. In any litigation or other proceeding by which one party either seeks to enforce its rights under this Lease (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Lease, to the extent allowable by law, the prevailing party shall be awarded its reasonable attorney fees, and costs and expenses incurred.

**22. FMV Leases.** If this Lease is a fair market value lease, as indicated by the lease rate that has been used by Us to calculate Your Lease Payment then, unless You are in default, You may elect to purchase the hardware Products at the end of this Lease on an "as is, where is" basis for their fair market value, as reasonably determined by Us. In the event that You elect to do so, You must give us sixty (60) days prior written notice of Your election to purchase such Products.

**23. LTOP Leases.** If this Lease is a lease to purchase, as indicated by the lease rate that has been used by Us to calculate Your Lease Payments then, at the end of the Initial Term and after You have made all of the Lease Payments, We shall transfer title to all hardware Products that are subject to this Lease to You on an "as is, where is" basis.

**24. Termination.**

**24.1 Non-Appropriation.**

**a.** You warrant and represent that You intend to enter into this Lease for at least the entire Initial Term and that You are doing so for an essential government purpose. You agree that, prior to the expiration of the Initial Term, you shall not terminate this Lease in order to obtain the same or similar Products from another vendor.

**b.** You may terminate this Lease at the end of Your current fiscal year, or at the end of any subsequent fiscal year, if appropriated funds are not available to You for the Lease Payments that will be due in the next fiscal year. In the event of such a non-appropriation, then You shall provide written notice to Us that states:

Sufficient funds have not been and will not be appropriated for the remaining payments due under the Lease. I confirm that we will not replace the Products with similar



equipment from any other party in the succeeding fiscal year.

**24.2 Convenience.** You may terminate this Lease at anytime and for any reason or for no reason ("Termination for Convenience"); provided that You comply with the provisions of this paragraph. In the event of a Termination for Convenience, You shall pay Us a termination charge equal to the net present value of the periodic payments remaining in the Initial Term or, if applicable, the then-current Renewal Term, discounted to the present value at an interest rate equal to six percent (6%) per annum. Such amount must be received by Us within thirty (30) days of the effective date of the termination.

**25. Additional Postage Meter Terms.** If the Products require a postage meter, then You agree that Neopost USA's Postage Meter Rental Agreement shall govern your rental of such postage meter.

## POSTAGE METER RENTAL AGREEMENT

**1. Incorporation of Certain Terms.** Customer acknowledges that: (i) it has entered a Government Product Lease Agreement with MailFinance Inc. (the "Lease"); and (ii) if the Products that are subject to the Lease includes a mailing machine, then the terms of this Postage Meter Rental Agreement ("Rental Agreement") shall govern its rental of the Postage Meter (as defined below) for such machine. Any defined terms in the Lease shall have the same meanings in this Rental Agreement, except that "We," "Us," and "Our," refers to Neopost USA Inc., and any reference to "Products" shall refer to the Postage Meter. Sections 11, 12 and 14 through 25 of the Lease are hereby incorporated into this Rental Agreement, except that any reference in those sections to the "Lease" refer to this Rental Agreement.

**2. Provisions as to Use.** You acknowledge that: (i) as required by United States Postal Service ("USPS") regulations, the postage meter(s) identified on the Order Form (the "Postage Meter") is being rented to You and that it is Our property; (ii) the Postage Meter will be surrendered by You upon demand by Us; (iii) You are responsible for the control and use of the Postage Meter; (iv) You will comply with all applicable laws regarding Your use or possession of the Postage Meter; (v) the use of the Postage Meter is subject to the conditions established from time to time by the United States Postal Service; and (vi) the Postage Meter is to be used only for generating an indicia to evidence the prepayment of postage and to account for postal funds. It is a violation of Federal law to misuse or tamper with the Postage Meter and, if You do so, We may terminate this Rental Agreement upon notice to You.

**3. Rental Fee, Term, and Taxes.** The rental fee for the Postage Meter rental during the Initial Term is included in the Lease Payment. For each Renewal Term, You agree to pay Our then-current fee for the Postage Meter rental. The Postage Meter rental fee does not include the cost of consumable supplies. The term of the rental shall be equal to the term of the Lease and is NON-CANCELABLE. You agree to pay all applicable taxes related to Your acquisition, possession, and/or use of the Postage Meter including all property taxes on the Postage Meter. Furthermore, You agree to pay the applicable fee to cover Our expenses associated with the administration, billing and tracking of such charges and taxes. Notwithstanding the foregoing, in the event You are tax exempt, upon providing Us a certificate, You will not be required to pay any taxes covered by such

certificate. You agree that you will return the Postage Meter at the end of the Lease term and that You will do so in the manner set forth in Section 12 of the Lease. Furthermore, You agree that if you fail to return a postage meter within thirty (30) days of receipt of the Equipment Return Authorization from Us, then You will pay a postage meter replacement fee of one thousand dollars (\$1,000).

**4. Postage Meter Maintenance, Inspections, and Location.** We will keep the Postage Meter in good working condition during the term of this Rental Agreement. The United States Postal Service regulations may require Us to periodically inspect the Postage Meter. You agree to cooperate with Us regarding such inspections. We may, from time to time, access and download information from Your Postage Meter to provide Us with information about Your postage usage and We may share that information with Our distributors and other third parties and You hereby authorize Us to do so. You agree to promptly update Us whenever there is any change in Your name, address, telephone number, the licensing post office, or the location of the Postage Meter.

**5. Postage Advances.** We do not sell postage. In the event You require an emergency advance for postage, We, at Our sole discretion, may advance You money to reset the Postage Meter. If We do provide such an advance, You agree to repay Us within five (5) days from the time of such advance: (i) the amount of the emergency advance; and (ii) the then-current advance fee.

**6. Default.** In the event You fail to perform in accordance with the terms set forth in this Rental Agreement, or any other Agreement with Us or any of Our affiliates, including, but not limited to, MailFinance Inc., and Mailroom Finance, Inc., then We may, without notice: (i) repossess the Postage Meter(s); (ii) disable the Postage Meter; (iii) immediately terminate this Rental Agreement; and (iv) pursue any remedies available to Us at law or in equity. Furthermore, upon the return of the Postage Meter, You hereby authorize Us to offset any amount of postage remaining in the Postage Meter, prior to any refund to You, against any amount due to Us or any of Our affiliates. To the extend allowable by law, You shall also pay all of Our costs in enforcing Our rights under this Rental Agreement, including reasonable attorneys' fees and expenses that We incur to take possession, store, or repair, the Postage Meter, as well as any other expenses that We may incur to collect amounts owed to Us. These remedies shall be cumulative and not exclusive, and shall be in addition to any and all other remedies available to Us.

### 7. Rate Updates.

- A. Maintenance of Postal Rates. It is Your sole responsibility to ensure that correct amounts are applied as payment for mailing and shipping services. We shall not be responsible for returns for delivery delays, refusals, or any other problems caused by applying the incorrect rate to mail or packages.
- B. Rate Updates with Online Services. If the Order Form indicates that You are enrolled in Our Online Services program, then We will make available periodic updates for Your covered Products and/or Postage Meter, including updates to maintain accurate USPS rates for the USPS services that are compatible with such Products or Postage Meter. **The rate updates that are offered with Our Online Services program are only available for products that are Integrated (as defined below) into Your mailing machine.** For the purposes of this section, "Integrated" means that the





covered hardware cannot properly operate on a stand-alone basis and it has been incorporated into the mail machine. Products that are not Integrated including, but not limited to, all Software and scales with "ST-77," or "SE" in the model number will not receive updated rates as part of Our Online Services program (collectively "Excluded Products").

- C. Rate Updates with Rate Change Protection and Software Advantage. If You have any of Our Excluded Products, You may have elected to purchase Rate Change Protection ("RCP") from Us for Your hardware products or Software Advantage for Your Software. If the Order Form indicates that You have selected RCP or Software Advantage, We will make available e the following updates for Your covered Products or Software: (i) updates to maintain accurate rates for the services offered by the USPS and other couriers that are compatible with Your covered Products or Software; and (ii) updates for major zip or zone changes that are compatible with Your covered Products or Software. If any reprogramming is required because You have moved the Products or Postage Meter to a new location, none of the services described in this Section cover the cost to do so. If You have not selected RCP or Software Advantage, You agree that We may send You periodic rate updates as needed and You agree to either: (i) promptly pay the then-current price for such update; or (ii) return the unused, update to Us within ten (10) business days of receiving it. Customers with an outstanding Accounts Receivable balance may not receive a rate update until the open balance is resolved.

**8. United states postal service acknowledgement of deposit requirement.** By signing this Postage Meter Rental Agreement, You acknowledge and agree that You have read the United States Postal Service Acknowledgement of Deposit (the "Acknowledgement") and will comply with its terms and conditions, as it may be amended from time to time.

**9. Additional united states postal service terms.**

- A. By signing this Postage Meter Rental Agreement, You acknowledge that You are also entering into an Agreement with the United States Postal Service ("USPS") in accordance with the Domestic Mail Manual ("DMM") 604.4, Postage Payment Methods, Postage Meters and PC Postage Products (collectively, "Postage Evidencing Systems" or "PES") and accept responsibility for control and use of the PES contained therein.
- B. You also acknowledge You have read the DMM 604.4, Postage Payment Methods, Postage Meters and PC Postage Products (Postage Evidencing Systems) and agree to abide by all rules and regulations governing its use.
- C. Failure to comply with the rules and regulations contained in the DMM or use of the PES in any fraudulent or unlawful scheme or enterprise may result in the revocation of this Rental Agreement.
- D. You further acknowledge that any use of this PES that fraudulently deprives the USPS of revenue can cause You to be subject to civil and criminal penalties applicable to fraud and/or false claims against the United States. The submission of a false, fictitious or fraudulent statement can result in imprisonment of up to five (5) years and fines of up to \$10,000 (18 U.S.C. 1001). In addition, a civil penalty of up to

\$5,000 and an additional assessment of twice the amount falsely claimed may be imposed (3 U.S.C. 3802).

- E. You further understand that the rules and regulations regarding use of this PES as documented in the USPS Domestic Mail Manual may be updated from time to time by the USPS and it is Your obligation to comply with any current or future rules and regulations regarding its use.
- F. You are responsible for immediately reporting (within seventy-two hours or less) the theft or loss of the postage meter that is subject to this Rental Agreement. Failure to comply with this notification provision in a timely manner may result in the denial of refund of funds remaining on the postage meter at the time of the loss or theft.

**NeoFunds®/TotalFunds® ACCOUNT AGREEMENT**

**1. Incorporation of Certain Terms.** You acknowledge that You have entered a Government Product Lease Agreement with MailFinance Inc. (the "Lease") and a Postage Meter Rental Agreement with Neopost USA Inc. (the "Rental Agreement"). If you have an eligible postage meter, then you will have access to a NeoFunds postage funding account (for Neopost POC accounts) or a TotalFunds postage funding account (for Hasler TMS accounts) and this NeoFunds/TotalFunds Account Agreement ("Account Agreement") shall govern Your use of such account. Any defined terms in the Lease or Rental Agreement shall have the same meanings in this NeoFunds Agreement, except that "We," "Us," and "Our," refer to Mailroom Finance, Inc., an affiliate of Neopost USA Inc. Sections 14 through 20 of the Lease are hereby incorporated into this Account Agreement except that any reference in those sections to the "Lease" refers to this Account Agreement.

**2. Establishment and Activation of Account.** You hereby authorize Us, to establish an account in Your name ("Account") for funding the purchase of postage from the United State Postal Service ("USPS") for use in the postage meter. Your Account may also be used to purchase supplies, pay for the Postage Meter rental, and obtain certain other products and services from Neopost USA. The establishment of Your Account shall be subject to Our approval of Your creditworthiness. Any use of the Account shall constitute Your acceptance of all the terms and conditions of this Account Agreement and all other documents executed or provided in connection with the Account. The Account may not be used for personal, family, or household purposes.

**3. Operation of Account.** Each time an employee or agent of Yours with the express, implied, or apparent authority to do so (each an "Authorized User") uses the Account to receive a postage meter reset or obtain other products or services that Neopost USA Inc. is authorized to provide, Neopost USA Inc. will notify Us of the amount to be applied to Your Account balance. If the Account is used to obtain postage, then We will transfer the requested amount of postage to the USPS on Your behalf and Your Account will be charged for the amount of postage requested and any related fees, if applicable. You can continue to pre-pay the USPS for postage and understand that pre-paid postage funds will be used first to pay for my postage meter resets. You further understand that NeoFunds/TotalFunds will provide additional available postage funds when Your pre-paid account balance is zero (\$0). When You request a postage meter reset, if You have the funds on account with the USPS, those funds



automatically will be withdrawn first to pay for postage, and any additional amounts due for postage and related fees will be billed through the NeoFunds/TotalFunds Account under the terms and conditions of this Account Agreement. If the Account is used to acquire products or services from that Neopost USA is authorized to provide, then We shall pay the applicable amount to Neopost USA Inc. and add such amount to Your Account balance.

**4. Payment Terms.** You will receive a billing statement for each billing cycle in which You have any activity on Your Account. Payments are due on the due date shown on Your billing statement. You may pay the entire balance due or a portion of the balance, provided that You pay at least the minimum payment amount shown on Your statement. However, if You have exceeded the Account Limit, then You must pay the entire amount of any overage, as well as the minimum payment amount shown on Your statement. Whenever there is an unpaid balance outstanding on Your Account which is not paid in full by the due date shown on Your billing statement, We will charge You, and You agree to pay, interest on the unpaid balance of the Account for each day from the date the transaction is posted to Your Account until the date the unpaid balance is paid in full, at the Annual Percentage Rate (as defined below). The Account balance that is subject to a finance charge each day will include outstanding balances, minus any payments and credits received by Us on Your Account that day. The Annual Percentage Rate applicable to Your Account will be equal to the lesser of eighteen percent (18.00%) per annum or the maximum permitted by law. Each payment will be applied to reduce the outstanding balance of Your Account and replenish the amount available to You. We may refuse to extend further credit if the amount of a requested charge plus Your existing balance exceeds Your Account Limit.

**5. Account Limit and Account Fees.** You agree that We will establish a credit limit on Your Account (the "Account Limit"). The exact amount of the Account Limit will be indicated on Your invoice. We may, in Our sole discretion, allow Your balance to exceed the Account Limit. In the event We do so, You agree to pay Us an additional fee equal to one percent (1%) of the amount by which the Account Limit is exceeded for each transaction that You initiate after Your Account has reached the Account Limit. Such amount will be charged to Your Account on the date that the relevant transaction(s) occurs. Unless prohibited by applicable law, You agree to pay the amounts set forth in this Account Agreement, which may include, without limitation, the amounts specified above, a fee for a late payment, a fee for any checks that are returned as a result of insufficient funds, and a fee for any ACH direct debit transactions which are rejected, and an annual account fee. All such fees shall be added to Your Account balance.

**6. Cancellation and Suspension.** We may at any time close or suspend Your Account or temporarily refuse to allow further charges to Your Account. You can cancel Your Account at any time by notifying Us in writing at the address provided on Your Account statement of Your desire to do so. No cancellation or suspension will affect Your obligation to pay any amounts You then owe under this Account Agreement. We will notify You of the Account balance in the event of any termination and all outstanding obligations will survive the termination of this Account Agreement by either party.

**7. Default.** We may declare You in default if You: (i) have made any misrepresentations to Us; (ii) at any time, have done or allowed anything that indicates to Us that You may

be unable or unwilling to repay the balance of Your Account as required under this Account Agreement; or (iii) are in default under this Account Agreement or any lease, rental, or other agreement with Us, Neopost USA Inc., or their affiliates. If You are in default, or upon any cancellation of Your Account, We shall not be obligated to continue to provide the Account service or extend further credit under this Account Agreement. If We are required to take collection action or any other legal action under this Account Agreement, You shall pay upon demand by Us all court and collection costs, along with reasonable attorney's fees. These remedies shall be cumulative and not exclusive, and shall be in addition to any and all other remedies available to Us.

**8. Remedies.** If We have declared that You are in default under this Account Agreement, then We may: (i) declare all agreements You have with Us in default and due and payable at once without notice or demand; (ii) refuse to make further advances on Your behalf to reset Your postage meter; and (iii) exercise any other rights that We may have. In addition, You agree that any default under this Account Agreement shall constitute a default under any agreement You may have with any of Our affiliates, including, but not limited to, Neopost USA Inc., MailFinance Inc.

**9. Amendments.** We may amend this Account Agreement, or any of its provisions, including without limitation any fees and charges and/or the Annual Percentage Rate, at any time by at least thirty (30) days written notice to You, and such written notice may be included in Your billing statement. Any such amendment will become effective on the date stated in the notice and will apply to any transactions after such date, as well as to any outstanding balance on Your Account.

**10. Notice:** Any notice required to be given under this Account Agreement by either party hereto shall be given if to You, at the address shown on Your Order Form, and if to Us at 478 Wheelers Farms Road, Milford, CT 06461.

**11. Miscellaneous.** You understand that We may obtain credit reports in connection with Your Account now and in the future. This Account Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without reference to its conflict-of-laws rules, and any applicable federal laws. The sole jurisdiction and venue for actions related to the subject matter hereof shall be in a State or Federal Court within the State of Texas.

## MAINTENANCE AGREEMENT

**1. Incorporation of Certain Terms.** You acknowledge that You have entered a Government Product Lease Agreement with MailFinance Inc. (the "Lease"). Any defined terms in the Lease shall have the same meanings in this Maintenance Agreement, except that "We," "Us," and "Our," refer to Neopost USA Inc. Sections 13 through 24 of the Lease are hereby incorporated into this Maintenance Agreement, except that any reference in those sections to the "Lease" refers to this Maintenance Agreement.

**2. Neopost's Terms and Conditions for Maintenance Services.** If the Order Form indicates that You have purchased maintenance services, then Neopost USA Inc., or one of its affiliates, will provide maintenance services for the Products in accordance with Neopost USA Inc.'s then-current maintenance terms and pricing for the level of maintenance services that You have purchased. Those services will be provided for the entire term of the Lease and are NON-CANCELABLE. The current version of those terms and conditions are available at [www.neopostusa.com/maintenanceagreementV0613](http://www.neopostusa.com/maintenanceagreementV0613). You



agree that You have access to such terms and that they are incorporated into this Maintenance Agreement by this reference, and that You shall be bound by such terms as if they were fully stated herein. **Notwithstanding the foregoing, maintenance services are not available on HD Office Printer Series products.**

**3. Auto Ink Program.** If the Order Form indicates that You have elected to participate in Our Auto Ink Program (the "Program"), then you hereby authorize Us to ship You a new ink cartridge for the Product whenever the Product indicates that the then-current ink cartridge reaches twenty percent (20%) of its capacity. You authorize Us to charge the then-current fee for such cartridge (plus applicable taxes and shipping charges) to Your NeoFunds or TotalFunds Account, You may opt out of the Program at any time by sending an email to [CIMneworders@neopost.com](mailto:CIMneworders@neopost.com).

## ONLINE SERVICES AND SOFTWARE AGREEMENT

**1. Incorporation of Certain Terms.** You acknowledge that You have entered a Government Product Lease Agreement with MailFinance Inc. (the "Lease"). Any defined terms in the Lease shall have the same meanings in this Online Services and Software Agreement ("OSS Agreement"), except that "We," "Us," and "Our," refer to Neopost USA Inc. Sections 13 through 24 of the Lease are hereby incorporated into this OSS Agreement, except that any reference in those sections to the "Lease" refer to this OSS Agreement.

**2. License Grant and Additional Terms.** In exchange for the license fees that are included in Your Lease Payment, We hereby grant to You a nonexclusive, nontransferable license to use the Software products, including related documentation, described on the Order Form solely for Your own use on or with the Products. You warrant and represent that You will not sell, transfer, disclose or otherwise make available such Software products or copies thereof to third parties; provided, however, that the Software products may be used by Your employees or independent contractors using the Products. No title or ownership of the Software products or any portion thereof is transferred to You. You acknowledge and agree that there may be additional terms and conditions that apply to Your use of any Software provided by Us. Such terms may be provided with the Software, or made available at [www.neopostusa.com/softwareterms](http://www.neopostusa.com/softwareterms) and may be supplemented by Us or third party licensors, from time to

time, by notice to You. You acknowledge and agree that You have access to the appropriate version(s) of the applicable terms provided at the address above and corresponding to Software described on the Order Form at the time you enter this OSS Agreement. Such terms are incorporated herein by this reference and You agree to be bound by such terms as if they were fully stated herein.

**3. Software Support.** Unless otherwise specified in the applicable Software terms, if You have purchased support for the Software, We will provide the following for a period of one (1) year: (i) software updates and, if applicable, carrier rate updates that keep You current and compliant with supported carrier rates, fees, zone schedules, label, barcode and forms changes; (ii) updates to the Software; (iii) corrective bug fixes as released; and (iv) technical support for the Software (collectively "Software Maintenance"). At the conclusion of each year of Software Maintenance, the Software Maintenance will automatically renew for additional one-year periods at Our then-current fee for such services unless you give us at least sixty (60) days prior written notice that you wish to cancel the Software Maintenance. You acknowledge that the Software may fail to comply with applicable regulations if you do not have Software Maintenance and that We shall not have any liability in connection with any such failure. If You allow the Software Maintenance to lapse, You may reinstate such services; provided that you pay all fees that would have been due from the expiration of Your last Software Maintenance period through the reinstatement date, plus a 15% administrative surcharge.

**4. Use of Websites.** Neopost USA Inc. and/or any of Our affiliates, suppliers, including, but not limited to, MailFinance Inc. may, from time to time, make certain websites available to You in order to provide You with certain services ("Websites"). If You access any such Websites, You acknowledge and agree that Your use of the Website is subject to the terms of use and/or license terms in effect at the time You use the Website. Such terms are available on the Websites for Your review. You acknowledge and agree that such terms may be supplemented and modified from time to time ("Supplemental Terms"). Your use of a Website after Supplemental Terms have been issued will signify Your acceptance of those terms. In the event of a conflict between the terms of this OSS Agreement and the Supplemental Terms, the Supplemental Terms shall control.



**Legion Fireworks Co., Inc.**  
Display Pyrotechnics since 1920

**Invoice:** 6/25/2020

**Seller:**

Legion Fireworks Co., Inc.  
10 Legion Lane  
Wappingers Falls, NY 12590  
(845) 831 – 8328

**Customer:**

Town of Colchester  
127 Norwich Avenue  
Colchester, CT 06415  
(860) 537 - 7297

**Fireworks Display: 11/1/2020**

**Rain Date:**

Display Total \$7,150.00

Display Deposit N/A

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Total Balance Due \$7,150.00

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**Legion Fireworks Co., Inc.**  
 10 Legion Lane Wappingers Falls, NY 12590  
 (845)831-8328

**THIS CONTRACT AND AGREEMENT for the sale of fireworks made and concluded 6/25/2020. by and between Legion Fireworks Co., Inc. (\*Legion\*) and The Town of Colchester (\*Sponsor\*).**

WITNESSETH: for and in consideration of the sum of One Dollar, each to the other in hand receipt of which is hereby acknowledged, and of the terms and conditions hereinafter mentioned, Legion and the Sponsor do actually and severally agree to perform their several covenants and to guarantee terms, conditions and payments of this contract.

Legion agrees to sell and furnish unto the Sponsor, a Fireworks Display in accordance with a program proposed and agreed upon at the time of the signing of this agreement, said Fireworks to be furnished for display on the following dates:

**11/1/2020 Rain Date: \_\_\_\_\_**

Legion shall also provide display liability in the amount of \$5 Million dollars coverage (combined single limit) for protection against claims of bodily injury or property damage arising solely out of the operators of Legion.

The Sponsor agrees to procure and furnish, in accordance with Local or State Law, a suitable place to display the said fireworks. The Sponsor also agrees to secure all police, Fire, Local and State permits, and to arrange for any security bonds if required by Law in their community. In the interest of safety and to prevent: damage to fireworks, claims of alleged negligence, or injury to it's reputation; Legion reserves the right to determine inclement weather conditions which will prevent the giving of said display. The sponsor shall always have the right to postpone to a rain date ONLY ON condition of inclement weather. In the event a rain date is declined by the sponsor at the time of the signing of this agreement, the sponsor agrees to pay Legion a cancellation fee amounting to fifteen (15%) percent of the display price stated below. Said fee shall be for reimbursement to Legion for expenses incurred with display preparation, equipment rentals and display operator labor. The Sponsor agrees to furnish necessary Police and Fire protection, including crowd control and auto parking.

It is further agreed the Sponsor will provide a continuous barricade, rope line or snow fence to establish an ash fallout zone between spectators, parked automobiles or dwellings; and the place of discharge of fireworks. The only authorized persons in the fallout zone during the display shall be the professional display operators furnished by Legion. The Sponsor agrees to keep the fallout zone free of all persons during and immediately after the display to facilitate inspection for any dud fireworks by the display operators. Until the display site has been thoroughly inspected and cleaned, the Sponsor agrees to take all necessary precautions to guard and prevent persons from entering the display site area. The Sponsor hereby agrees to indemnify and hold harmless Legion from any personal injuries or property damage which result from the Sponsors failure to perform the obligations set forth in this paragraph.

The Sponsor agrees to pay Legion or it's duly authorized agent for collection, the sum of **\$7,150.00** dollars said fireworks display. Payments to be made as follows: **\$7,150.00 Due immediately following the display.**

In the event of late payment, the Sponsor agrees to pay Legion a finance charge of Two (2%) percent per month on the unpaid balance. All payments shall be made by draft or certified check payable to the order of Legion Fireworks Co., Inc. unless otherwise specified and authorized in writing. Should Sponsor fail to pay to Legion the agreed upon contract price as specified above, as and for Legion's services, the Sponsor hereby agrees to pay any and all reasonable attorney's fees incurred as a result of collecting any and all sums due and owing pursuant to this agreement and further agrees to pay all disbursements, including but not limited to filing fees, process serving fees, investigative fees, and any other reasonably incurred disbursements and/or expense made in connection with the collection of monies due and owing Legion pursuant to this agreement. It is further agreed by the Sponsor that in the event of a lawsuit initiated for the purpose of collecting the agreed upon contract price as set forth in this agreement, the sponsor hereby waives any and all counter-claims and/or defenses thereto.

This contract shall not be construed to create a partnership between the parties or persons mentioned herein. In the event of fire, accident, strikes, delay, flood, act of God or government or other causes beyond the control of Legion which prevent the delivery of said materials, the parties hereto release each other from any and all performances of the covenants herein contained and from damages resulting from breach thereof.

IN WITNESS WHEREOF, WE SET OUR HANDS AND SEALS TO THIS AGREEMENT IN DUPLICATE THE DAY AND YEAR FIRST ABOVE WRITTEN.

ATTEST: LEGION FIREWORKS CO., INC.

SPONSOR:

\_\_\_\_\_

\_\_\_\_\_  
**Signature**

**Frank M. Coluccio, President**

\_\_\_\_\_  
**Print Name / Title**

ZAMBELLI FIREWORKS

# ZAMBELLI FIREWORKS



## FIREWORKS PROPOSAL FOR



## Zambelli Fireworks Background and History

- *The "First Family"*. For more than 100 years, we've been proudly known as the "First Family of Fireworks". Zambelli is one of the oldest and largest fireworks companies in the world. Our family name is synonymous with quality, innovation and safety. Since our humble beginning, Zambelli has matured into one of the largest and most-respected fireworks companies in the United States. We have 45 dedicated full-time employees but that number climbs into the thousands when we include our highly trained Pyrotechnician teams during our peak season.
- *Safety first - safety always*. We have the top safety record in the industry. All Pyrotechnicians participate regularly in extensive and continuing education to meet Zambelli's rigid safety standards, which exceed state and federal requirements. We offer advanced courses inclusive of classroom and field training. New Pyrotechnicians begin as apprentices, working collaboratively with experienced Technicians in order to gain the necessary competence required to meet our standards. Because safety is paramount to our company, we qualify for and choose to maintain the highest level of insurance coverage in the industry. Our top priority is providing a safe, spectacular event for our clients and audiences.
- *The sky's the limit*. Zambelli leads the industry in artistic design and innovation. Our show designers are truly artists creating awesome show experiences that engage, delight and stimulate the audience. Shows launch from a variety of locations such as rooftops, barges, beaches, golf courses, bridges, parks and parking lots.
- *Technical evolution*. We also set the standard in firing and display design technology. Constantly striving to acquire, master and implement the latest and greatest pyrotechnic techniques, we dazzle with unique, high-intensity shows enabling audiences to feel the show's power. Our creative team craft shows that blend cutting-edge digital technology, choreographed audio and visuals with mind-blowing special effects. We write *your* story across the skies.

*ZAMBELLI FIREWORKS*

- *You name it – we’ve done it.* Our reputation and sophistication has earned us partnerships with some of the largest organizations in business, sports and event planning including Target Corporation, The Parade Company and The Pittsburgh Pirates to name just a few. We provide fireworks displays for celebrations year-round from private weddings and corporate events to Fourth of July and New Year extravaganzas. Each April, in association with the Kentucky Derby Festival, Zambelli produces the largest fireworks show in the United States – *Thunder Over Louisville*.
- *Beyond exceptional.* We provide unequalled service and complete satisfaction to our customers, sponsors and audiences. The Zambelli name stands for excellence in quality, ingenuity, originality and technology.



## Program Philosophy

Just as a movie has various segments that flow together, fireworks are a similar production that should never, *ever* leave the audience disappointed. Typically, there is an opening, main body and grand finale segment in a fireworks display.

Zambelli Fireworks adheres to fundamental principals in creating the finest displays in the industry:

- **No Dead Air:** Just like any production, dead air is simply not acceptable. At any given time, there will be multiple firings of effects into the night sky.
- **Production Combination:** One of the keys to designing a great show is to use a large variety of pyrotechnic devices. Using a wide array of effects is the only way to keep the audience entertained. Different sounds, colors, and effects will be chosen carefully to maximize intensity and fill the sky above.
- **Rhythm and Intensity:** Just as any fabulous show, fireworks have flow and intensity. A show too fast or too slow can get monotonous. Zambelli designs the shows leading with a barrage of colors and effects, followed by moments that are sophisticated and elegant.
- **Finales:** *This is truly an art!* It's not just about shooting a lot of shells. While true from a quantitative standpoint, a finale must make sense to entertain most effectively. Zambelli designs finales that start slow and build in intensity until the sky erupts into a symphony of color, effects and noise.

## Scope of Services

- Zambelli has all required licenses and meets all necessary provision and guidelines of all NFPA Codes for fireworks. Zambelli will comply with all federal, state, county and local requirements for contracting and producing fireworks displays. Our skills, experience and reputation are second to none.
- We assist with permits and overnight security when required, and coordinate seamlessly with all parties involved.
- We manage all production details in a safe and efficient manner.
- All transportation is provided by our DOT Approved Commercial Licensed Drivers and we incur all transportation and delivery costs associated with your presentation.
- We provide smooth, timely and exceptional customer service from start to finish. Your designated Project Manager will serve as point for all coordination.
- We provide required insurance to include \$10 million dollars general liability insurance, commercial transportation insurance and workers compensation insurance.
- We are the most recognized brand in the industry and our buying power assures that you will receive a dynamic assortment of the highest quality product within your budget.

## Schedule of Services

❖ **SHOW DATE:** October 30, 2020

❖ **PROGRAM BUDGET:** \$8,325.00

*Please Note: Zambelli reserves the right to modify pricing at any time based on proposed 2020 importation tariffs.*

❖ **ZAMBELLI SPECIAL EFFECT SHELLS:** See attached Product Synopsis.

❖ **REFERENCES:** See attached References.

❖ **PERSONNEL:** Licensed Pyrotechnicians and Registered Assistants as necessary.

❖ **TRANSPORTATION:** All products will be delivered by qualified drivers as required by US DOT.

❖ **PERMITS:** Zambelli Fireworks will obtain all necessary permits, licenses and approvals.

❖ **INSURANCE COVERAGES:** Listing the Town of Colchester as additional insured (or per requirements)

➤ **INSURANCE LIABILITY COVERAGE:** \$10 million. See attached specimen.

➤ **AUTOMOBILE LIABILITY COVERAGE:** As required by the US DOT.

➤ **WORKERS COMPENSATION:** As required.

# Photo Gallery



## References

***Thunder Over Louisville***  
*Louisville, KY*

***Pittsburgh Steelers***  
*Pittsburgh, PA*

***Chesapeake Jubilee***  
*Chesapeake, VA*

***City of Manassas***  
*Manassas, VA*

***Colorado Rockies***  
*Denver, CO*

***The Parade Company***  
*Detroit, MI*

***Minneapolis Downtown Council***  
*Minneapolis, MN*

***Seminole Casino Hotel Immokalee***  
*Immokalee, Florida*

***Pittsburgh Pirates***  
*Pittsburgh, PA*

***City of Rehoboth Beach***  
*Rehoboth Beach, DE*

*Additional references along with contact information provided upon request.*

**Product Synopsis**  
**The Town of Colchester, CT**  
**Display Date: October 30, 2020**  
**Program Budget: \$8,325.00**

SHELL DESCRIPTION	Quantity	# of Shots
<b>OPENING FINALE</b>		
2.5" Assorted Finale Shells with Rising Tails	20	20 Shots
3" Assorted Finale Shells with Rising Tails	10	10 Shots
<b>BODY OF PROGRAM</b>		
2.5" Special Display Shells with Rising Tails	110	110 Shots
3" Special Display Shells with Rising Tails	250	250 Shots
3 Smiling Face Pattern w/ Silver Tail.	3	3 Shots
3 Red Star Pattern	3	3 Shots
3 Red Heart Pattern w/Silver Tail.	3	3 Shots
100 Shot Brocade Kamuros with Silver Tails	2	200 Shots
400 Shot V-Shape Brocade Crown Comet Stars.	2	800 Shots
<b>GRAND FINALE SHELLS</b>		
2.5" Assorted Finale Shells with Rising Tails	240	240 Shots
3" Assorted Finale Shells with Rising Tails	120	120 Shots
3 Finale - Silver Strobe & Titanium Salutes with Silver Tails.	30	30 Shots
<b>Total Pyrotechnic Effects</b>	<b>793</b>	<b>1,789 Shots</b>

*Note: We reserve the right to make product substitutions equal to or greater in value to the original quoted product in the event inventory fluctuates between contract execution and show date.*





TOWN OF COLCHESTER  
57 FEST FIREWORKS BID

Company Name: Central Maine Pyrotechnics

Contact: Anthony Marson

Address: PO Box 322

City, State, Zip: Hallowell, Me 04347

Phone: 207 623 7285 Fax: 207-623-8683

Email: anthony.marson@cmpyro.com

Bid Amount (maximum \$8,500): \$ 8,000

The following items are included with this application:

- Proof of Insurance (or ability to obtain insurance if awarded the contract)
- Worker's Comp Certificate (or appropriate waiver)
- State of CT Fire permit (or ability to obtain if awarded the contract)
- Three (3) references

I attest that I am available to fireworks on the following on:

Sat. 30 Oct 2020  Sun. TRN  (Rain Date)

Attached all details to your proposal to this document.

Authorized by (please print): Anthony Marson

Authorized Signature: 

Date: 14 Apr 2020



# FIREWORKS DEMONSTRATION PROPOSAL

Sponsor of Display

Colchester, Connecticut

Date of Display

30-Oct-20

Cost of Display

**\$8,000**

DISPLAY DESCRIPTION

	1"-2" Box Barrages	2 1/2"	Shell Count Summary						
			3"	4"	5"	6"	8"	10"	
Opening Barrage	300	100	120						
Main Display	1200	200	240						
Grand Finale	600	300	300						
Total Shells	2100	600	660						
100 Shot Special Effects Box Barrages									
<b>Total shells in display including box barrages</b>			<b>3360</b>						

The undersigned hereby states that he/she has read and understands the accompanying proposal.

Name of Company: CENTRAL MAINE PYROTECHNICS

Address: P.O. Box 322 Hallowell, Maine 04347

Signature of Authorized Agent: \_\_\_\_\_

Print or Type Name and Title: Steven H. Marson

Telephone : 207-623-9285/ 1-800-621-9285/Fax 207-621-8683

Note: Site location restriction to above diameter shells by the State Fire Marshal



207-623-9285

**MARTIN & WARE, INC.**  
d.b.a. CENTRAL MAINE PYROTECHNICS  
d.b.a. PYRO CITY MAINE  
PO BOX 322  
HALLOWELL, ME 04347

FAX: 207-621-8683



207-624-0371

April 14, 2020, 2020

### Qualifications and References for Town of Colchester, CT

#### Qualifications

Central Maine Pyrotechnics was established in 1986 as a d/b/a of Martin & Ware Inc. Central Maine Pyrotechnics is a full service pyrotechnics company that put on 300 fireworks displays in 2019 of which were done in the following states; Maine, New Hampshire, Massachusetts, Vermont, Rhode Island and Connecticut. Central Maine Pyrotechnics is a full service company that takes care of everything for you. From site inspections to determine the safe location for doing a display to all local, State, Coast Guard permits and FAA permits, we do it all as part of the contract price.

Our company has over 50 licensed pyrotechnic crews that are all trained and qualified to do displays. Our fireworks inventory allows us to build displays with our new products yearly as a result of the new designs and combinations of colors in the building of fireworks that are made in China. We import 20 containers of fireworks yearly and also participate with the innovations of new designs during our yearly trips to Liuyang, China in the Province of Hunan.

We currently have over 60 communities that have signed up for a 3 year fixed price contract that guarantees them the same display for the next three years without any increases.

#### References

Terryville Lions Club  
Vincent Klimas  
5 Coral Drive  
Terryville, CT 06786  
\$10,000 displays the last two years for the fair.

High Meadow Resort/Lego Corporation  
311 North Granby Road  
North Granby, CT 06060  
Barry Cohen  
800-533-0028  
\$10,000 display the last two years

Harold Farr  
Rockwell Amusements  
10 Right of Way  
Johnston, RI 02919  
401-934-1560



207-623-9285

William Burham  
Ellis Park/Short Sands Beach Trust  
P.O. Box 364  
York Beach, Maine 03910  
207-363-4622  
\$9100.00 July 4th display for the last 5 years

Mrs. M. Doherty  
Procurement Department  
Town of Stoughton, Massachusetts  
10 Pearl Street  
Stoughton, Massachusetts 02072  
1-781-232-9332  
\$15,000 fireworks display July 3rd

Town Manager  
Town of Ogunquit, Maine 03907  
207-646-6211  
\$20,000 July 4th display for the last 8 years

City of Portland, Maine  
Purchasing Department  
389 Congress Street  
Portland, Maine 04101  
Jon Jennings City Manager  
207-874-8300  
\$39,000 display won two year bid for 2019-2020

Mr. Paul Coulombe  
6 Cat Ledges  
Southport, Maine 04576  
1-207-576-2181  
\$25,000 displays in 2013/2014/2015/2016/2017/2018/2019/2020

Town of Boothbay  
Tom Woodin  
Boothbay Windjammer Days  
Boothbay Harbor, Maine 04538  
1-207-633-3671  
\$12,000-\$15,000 Displays yearly since 2000

**MARTIN & WARE, INC.**  
d.b.a. CENTRAL MAINE PYROTECHNICS  
d.b.a. PYRO CITY MAINE  
PO BOX 322  
HALLOWELL, ME 04347

FAX: 207-621-8683



207-624-0371



207-623-9285

**MARTIN & WARE, INC.**  
d.b.a. CENTRAL MAINE PYROTECHNICS  
d.b.a. PYRO CITY MAINE  
PO BOX 322  
HALLOWELL, ME 04347

FAX: 207-621-8683



207-624-0371

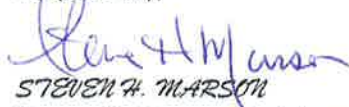
Town of Freeport  
LL Bean July 4th Celebration  
LL Bean New Year's Eve Display  
30 Main Street  
Freeport, Maine 04032  
Town Manager  
\$10,000 displays

Town of South Hadley  
Andy Rogers  
116 Main Street  
South Hadley, MA 01075  
\$10,000 contract for 2015 won by bid

David Maher  
Town Administrator  
Town of Ayer  
1 Main Street  
Ayer, Massachusetts 01432  
978-772-8210  
\$7,000

Camden Harbor Windjammer Days  
Emily Lusher, Chairperson  
P.O. Box 1474  
Camden, Maine 04843  
207-236-3436  
\$6,000-\$10,000 fireworks display's for the last 9 years

Respectfully,

  
STEVEN H. MARSON  
Steven H. Marson, President



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Allied Specialty Insurance, Inc. 10451 Gulf Blvd Treasure Island, FL 33706-4814	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : T.H.E. Insurance Company		12866
INSURED MARTIN & WARE, INC. DBA: CENTRAL MAINE PYROTECHNICS & PYRO CITY MAINE FIREWORKS PYRO CITY MAINE FIREWORKS STORES P. O. BOX 322 HALLOWELL ME 04347	INSURER B : Accident Fund Ins. Co. of America	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD   WVR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		CPP0100495-10	03/06/2020	03/06/2021	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
						MED EXP (Any one person)	\$ N/A
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 10,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
							\$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		CPP0100495-10	03/06/2020	03/06/2021	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED      RETENTION \$		ELP0010828-08 GL	03/06/2020	03/06/2021	EACH OCCURRENCE	\$ 9,000,000
						AGGREGATE	\$ 9,000,000
							\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	06-19968-19184-502705	07/02/2019	07/02/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
			Coverage is afforded in the State(s) of: CT			E.L. EACH ACCIDENT	\$ 500,000
						E.L. DISEASE - EA EMPLOYEE	\$ 500,000
						E.L. DISEASE - POLICY LIMIT	\$ 500,000
A	Excess		ELP0010133-10 VL	03/06/2020	03/06/2021	Each Occur Limit	\$4,000,000
						Aggregate Limit	\$4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Display Date: xxxx Rain Date: N/A Location: xxxxx

RE: General Liability, the following are named as additional insured in respects to the negligence of the named insured: State Fire Marshal's Office; xxxxx

**CERTIFICATE HOLDER**

CERT # xx

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

## Interdepartmental Memorandum

To: Board of Selectman  
From: John Chaponis, Assessor  
CC:  
Date: July 14, 2020  
Re: 2021 Revaluation Contracts

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We released RFPs for our 2021 Revaluation a few months back and the bid opening took place on May 26, 2020. The Following two (2) RFPs were released:

RFP # 028-2021.1 Was for the Residential Project

RFP # 028-2121.2 Was for the Commercial & Industrial Project

In regards to RFP # 028-2121.1 (Residential) we received three (3) Bids ranging from \$101,500 - \$156,800. After reviewing the three (3) bids, I am recommending that we award the contract to VGSI (Vision Government Solutions, Inc.).

VGSI's original bid was for \$134,600, however, since the RFP was put out, I have decided that the Colchester's Assessor's office will perform all of the building permit work and data entry in-house with town staff. Therefore, VGSI has removed those tasks from their pricing breakdown which reduced their proposed cost to \$123,600

Since we never know how many "full inspections" will be required, "full inspections: will be billed at an additional \$30 per inspection. Since we never know how much assistance will be required from the contractor during the "informal hearing process", each "half day" of informal hearing will be billed at \$300 per "half day".

Therefore, I asking the BOS for a motion to:

**Approve awarding RFP 028-2021.1 for revaluation contractor services to VGSI at a cost of \$123,600 plus \$30 per "full inspection" and \$300 per "half day" of informal hearings and authorize the First Selectman to execute the contract.**

In regards to RFP # 028-2121.2 (Commercial & Industrial) we received four (4) Bids ranging from \$35,000 - \$46,800. After reviewing the four (4) bids, I am recommending that we award the contract to Lawrence Revaluation Services.

Lawrence Revaluation Services original bid was for \$35,000 plus \$300 per "half day" of informal hearings and no changes or alternations have been made.

Therefore, I am asking the BOS for a motion to:

**Approve awarding RFP 028-2021.2 for revaluation contractor services to Lawrence Revaluation Services at a cost of \$35,000 plus \$300 per "half day" of informal hearings and authorize the First Selectman to execute the contract.**

## Norton Park Committee: Project Plan

07.09.2020

The Norton Park Committee is recommending a town-wide public forum to present the current park proposal and obtain community feedback, gain community support, and promote fundraising opportunities. Due to the current COVID-19 pandemic, we are currently reviewing our options on the time and format of the meeting, and will present those details at a later date. To facilitate the process and continue moving forward, we present to the Board of Selectmen for approval the latest Park Proposal and Phasing diagrams we intend to use in the presentation. These materials may also appear in other formats, including press releases and fundraising materials, to be presented at a later time.

### Norton Park Proposal Brief

It is proposed that the Norton Park be constructed in two phases.

Phase I of the Norton Park project will include only the construction and park amenities necessary to provide basic functionality and open the park as soon as possible. These include:

- Provide final grading of Parcel 1 (Mill Property) with retaining walls, topsoil and grass seeding.
- Provide capstone for existing mill foundation walls remaining exposed to protect them from damage and weathering
- Provide a temporary gravel parking area
- Improve and grade Paper Mill Road for two way traffic
- Provide temporary or permanent fencing at the river side of the park as fall protection and to protect the riverbank.
- Provide stabilizing native perennial plantings at the riverbank to prevent erosion.
- Provide park identification signage on Rt 149, wayfinding signage on site, and warning signage as necessary.
- Clear the walking loop on Parcel II (northerly house property), river access trail, and provide continued maintenance of seeded areas and trails.
- Provide (1) accessible picnic table and (5) standard picnic tables on Parcel I

Phase II will provide additional functionality and refinement to the park, and provide more park amenities:

- Provide final grading of Parcel II with topsoil and seeding, if required.
- Provide new paved parking lot on Parcel I - Paving to be water permeable to reduce runoff.
- Pave Paper Mill Road from Rt. 149 to the new bridge with standard paving and runoff controls.

- New Norton Park entry signage
- Provide 3 informational signs/kiosks on the topics of:
  - The industrial History of North Westchester
  - The History of the Norton Paper Mill from 1886
  - The restoration of the Jeremy River Waterway and ecological impacts.
- Provide a patio and pavilion structure with historical paper mill artifacts and information. (design TBD)
- New walkways throughout with guardrails as needed
- Clearing of brush and invasive plant species on both Parcels.
- Planting of native ornamental species on Parcel I, including: trees, bushes, and perennial gardens.
- Planting of native perennials to create an educational nature trail, possibly in cooperation with Colchester Garden Club on Parcel II
- Additional clearing of Parcel II for open space activities.
- Bike rack
- Seasonal portable toilets at the parking area, similar to other Colchester recreational facilities.
- Additional picnic areas on Parcel II
- Improvements to walking paths on Parcel II to facilitate wayfinding and trail stabilization, ie: timber stairs at steep grades

Additional work along Rt 149 is proposed to link the nearest airline trail parking lot to the park via sidewalk extensions, crosswalk striping and signage. (Not shown on the diagrams) This work may be completed as state permits and funding is obtained.

Please review the attached diagrams for approval as noted above.

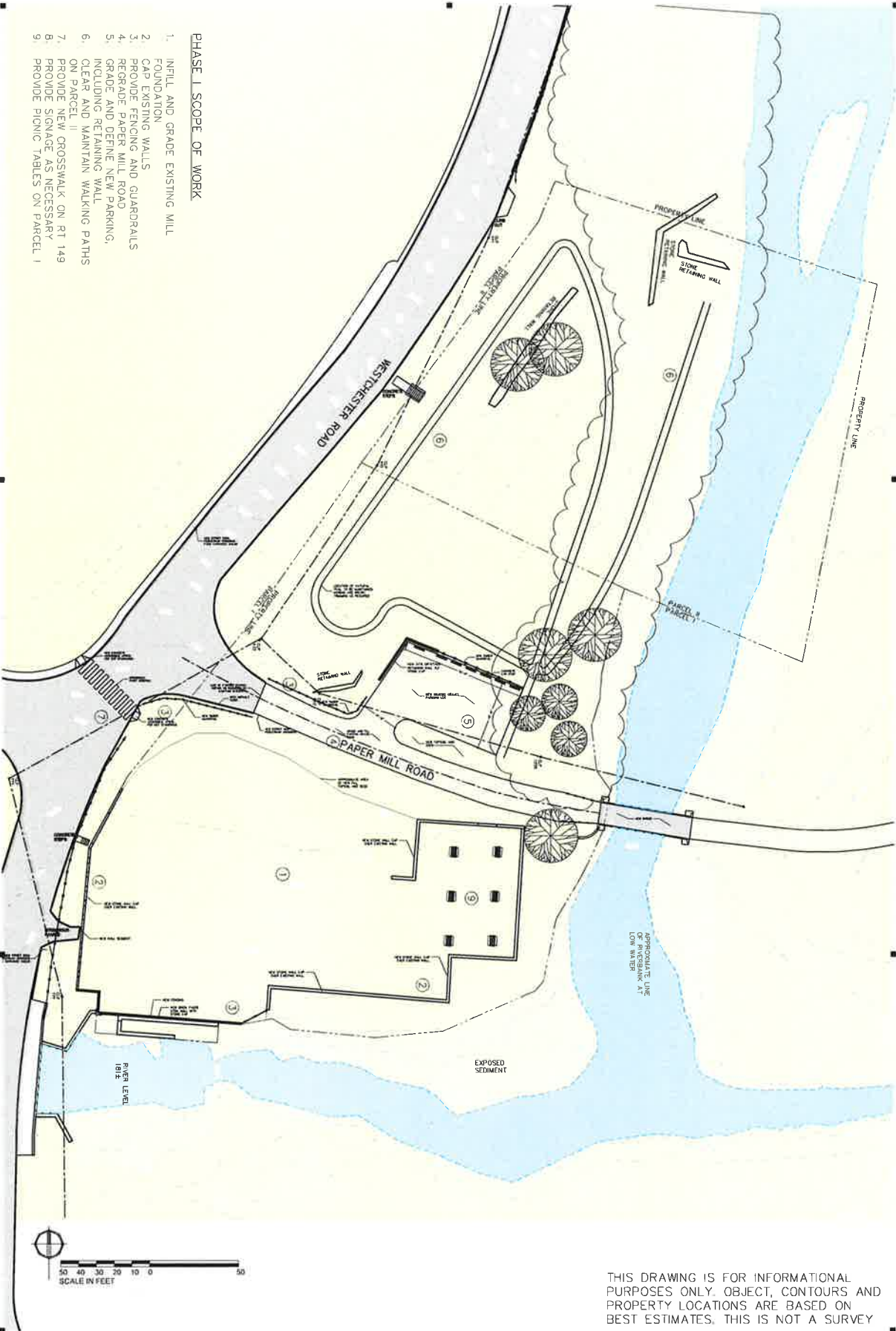
Thank you for your consideration.

Patrick Reading

Norton Town Committee

July 9, 2020





- PHASE I SCOPE OF WORK**
1. INFILL AND GRADE EXISTING MILL FOUNDATION
  2. CAP EXISTING WALLS
  3. PROVIDE FENCING AND GUARDRAILS
  4. REGRADE PAPER MILL ROAD
  5. GRADE AND DEFINE NEW PARKING, INCLUDING RETAINING WALL
  6. CLEAR AND MAINTAIN WALKING PATHS ON PARCEL II
  7. PROVIDE NEW CROSSWALK ON RT 149
  8. PROVIDE SIGNAGE AS NECESSARY
  9. PROVIDE PICNIC TABLES ON PARCEL I



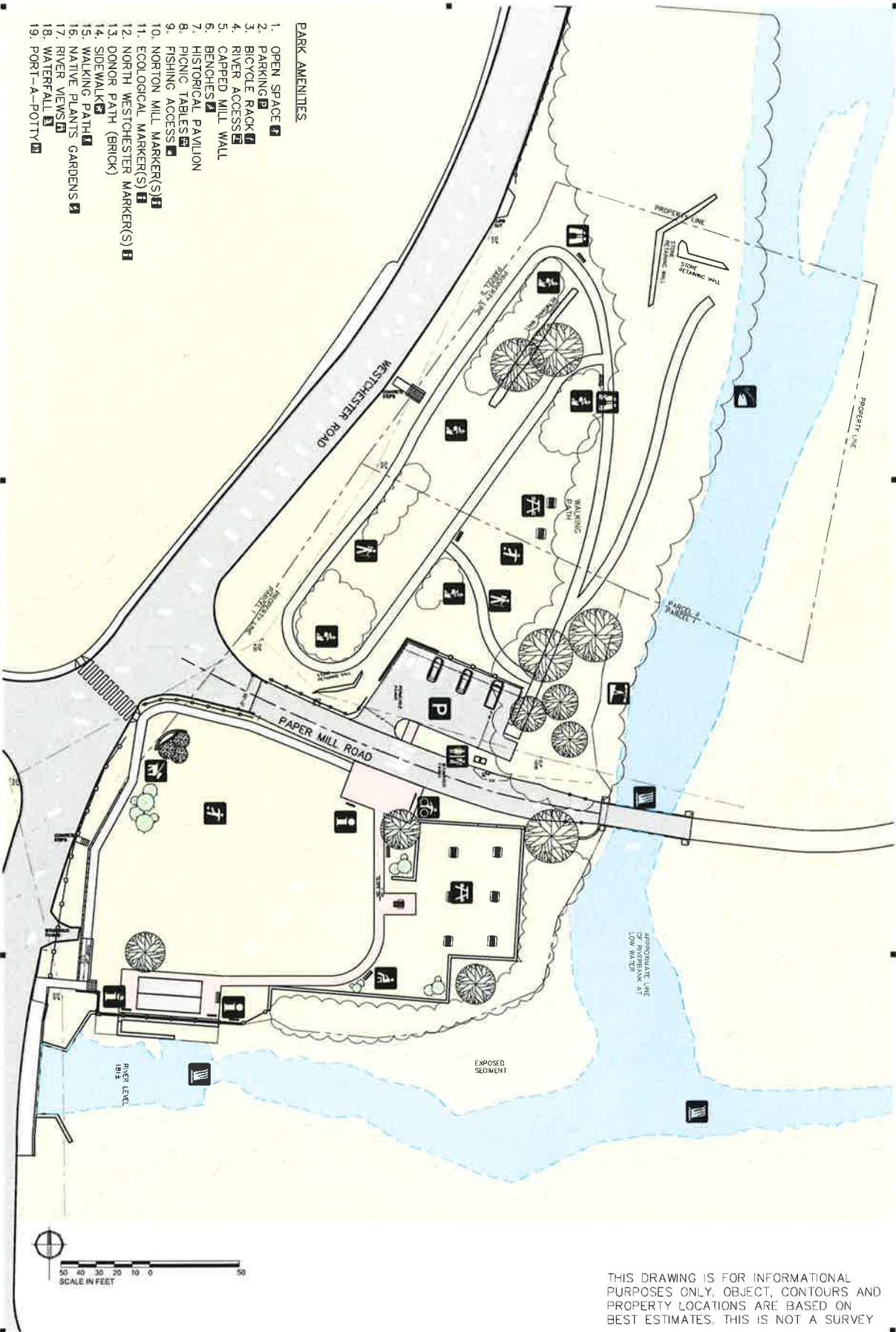
THIS DRAWING IS FOR INFORMATIONAL PURPOSES ONLY. OBJECT, CONTOURS AND PROPERTY LOCATIONS ARE BASED ON BEST ESTIMATES. THIS IS NOT A SURVEY

TOWN OF COLCHESTER  
 NORTON PARK COMMITTEE  
 127 Norwich Ave  
 Colchester CT, 06415  
 Telephone: (860) 537-7200

Project: NORTON PARK  
 PRELIMINARY DESIGN  
 Title: Site Plan  
 Phase I Plan

**NOT FOR  
 CONSTRUCTION**

Job No.:  
 Scale: 1" = 50'-0"  
 Date: 07.08.2020  
 Drawing: C1.1



THIS DRAWING IS FOR INFORMATIONAL PURPOSES ONLY. OBJECT, CONTOURS AND PROPERTY LOCATIONS ARE BASED ON BEST ESTIMATES. THIS IS NOT A SURVEY

TOWN OF COLCHESTER  
NORTON PARK COMMITTEE  
127 Norwich Ave  
Colchester CT, 06415  
Telephone: (860) 537-7200

Project: NORTON PARK  
PRELIMINARY DESIGN  
Title: Site Plan  
Phase II Plan

**NOT FOR  
CONSTRUCTION**

Job No.:  
Scale: 1" = 50'-0"  
Date: 07.08.2020  
Drawing: C1.2

# Donation Information

Name \_\_\_\_\_ Street \_\_\_\_\_

Town, State, Zip \_\_\_\_\_

Email \_\_\_\_\_ Home Phone \_\_\_\_\_ Cell Phone \_\_\_\_\_

Mill Level \$2000  
  Dam Level \$1000  
  Sluiceway Level \$500  
  Waterwheel Level \$250  
  Paperboard \$100  
  Other \_\_\_\_\_  
 Monetary donation levels of \$250+ will be recognized.  
  Please check here if we may include the donor's name(s).

### Commemorative Park Items with engraving

Granite Bench \$650  
  Granite Capstone \$350  
  Park Bench \$500  
  Picnic Table \$400  
  Brick for Pathway 4x8 \$50  
 Brick for Pathway 8x8 \$80

**Please print**  
**Inscription clearly**  
 see website for more info

line 1																				
line 2																				
line 3																				

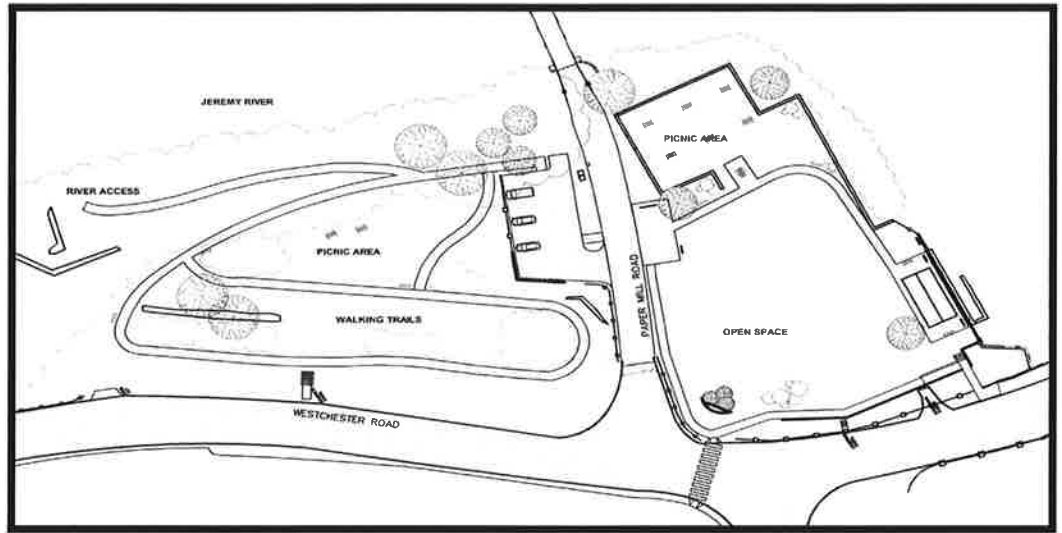
Check # \_\_\_\_\_ and total amount donated \$ \_\_\_\_\_

Check payable to : **Town of Colchester** | Norton Park on memo line

**Send form and check to Town of Colchester | NORTON PARK, 127 Norwich Avenue, Colchester, CT 06415**

## Norton Park Committee

- Robert Misbach - chair
- Nan Wasniewski - vice chair
- Patrick Reading
- Katherine M Kosiba
- Kevin Byrne
- Julianna W Cameron (Alt)
- Linda Pasternak (Alt)

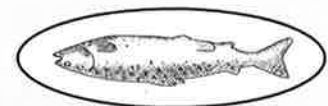


<https://www.colchester.gov/norton-park-committee>

Primary Conceptual Design ~ subject to change

**Norton Park Committee**  
**Town of Colchester**  
**127 Norwich Avenue**  
**Colchester, CT 06415**



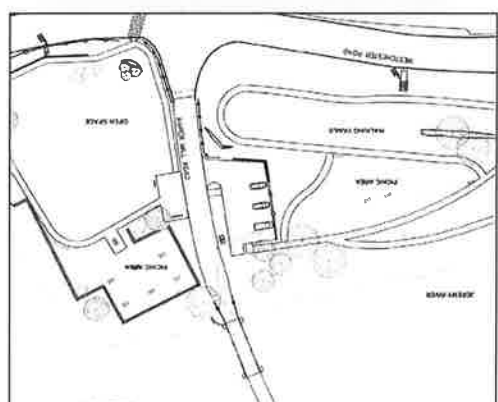


and Colchester  
to North Westchester  
of the Norton family  
many contributions  
Commemorate the  
with riverside fishing  
to the Jeremy River  
Create easy access

and bicyclists  
for Airline Trail hikers  
Provide a restful stop  
important greenways

at junction of two  
Preserve open space  
Keep local history alive  
park and picnic area  
Design a peaceful

**Join the Vision!**  
**Contribute Today**  
*YOUR donation will....*



# Norton Park

Norton Park will commemorate the history of the C.H. Norton Paper Mill from 1886 to 1966, North Westchester history and Colchester residents who worked there. It will also showcase the Jeremy River and the history of the dam, including the value it once provided and the benefits to the stream now that the dam has been removed. Atlantic Salmon and Sea Lamprey, long blocked from the upper river, are once again free to migrate up the Jeremy River to spawn. Norton Park will be a beautiful spot for picnics, fishing, studying history, relaxing after a hike on the Airline Trail and enjoying native flowers, shrubs and trees.

## Donation Options

Choose your level to contribute

- Mill Level .....\$2,000
- Dam Level.....\$1,000
- Sluiceway Level.....\$500
- Waterwheel Level.....\$250
- Paperboard Level.....\$100
- Your Choice \$ .....

## Commemorative Park Items

- Granite Bench *engraved limited number available* \$650
- Granite Capstone *engraved* \$350
- Park Beam Bench *engraved plaque made from original mill beams | limited number available* \$400
- Picnic table (6ft) *engraved plaque limited number available* \$400
- Granite Pavers *engraved* 4x8 paver \$50  
8x8 paver \$80

To check the number of Commemorative Park items available go to [www.colchesterct.gov/norton-park-committee](http://www.colchesterct.gov/norton-park-committee)

Questions send email to: [nortonpark@colchesterct.gov](mailto:nortonpark@colchesterct.gov)  
All donations are tax deductible.  
Donation form on reverse side



## COA Meeting-July 13, 2020

Thank you to Marge for the beautiful Letter to the Editor that ran in the July 3, 2020 edition of the *River East News Bulletin*. I was very proud to share it with my hardworking team and we are all grateful to you for your kind words.

The Town and Board of Ed budgets passed through the Board of Finance. There is a 0% increase.

All staff were called back into the office effective, June 15<sup>th</sup>. All staff are back in the office for their regularly scheduled hours, currently, no one is working from home. We held our first staff meeting since March last week.

Though our building is still not open to the public, we continue to provide the following services:

- Transportation for in-town and medical rides, both are picking back up in volume
- Meals: MOW deliveries (Tuesday-Friday) and Community Café (5 frozen meals delivered every Tuesday)
- Wellness Check outreach calls
- Increased programming-for July there are 3+ offerings daily either low tech (Conference Call platform) or high tech (Zoom platform). We're at about 50% of the programs that we had offered in person, which is phenomenal
- Weekly communications through email blasts and robo-calls to all members
- Management of the office: volume of phone calls have remained steady throughout our closure with an influx during the Economic Stimulus Payments. Paying bills, grant reports, management of social media, etc.

AARP Tax Aide program was able to complete its season. We greatly appreciate the efforts of Janet Hale, Coordinator and her team of volunteers in what was a difficult season. When we closed to the public, they completed all returns that were in process. They also came back after gaining approval from AARP National to complete the two weeks' worth of appointments that were impacted by the closure. Everyone who had a scheduled appointment this year had their returns completed. 168 people were served through the program this year.

The Senior to Senior issue of the 6-Word Memoir collaboration with Bacon Academy was completed and is available for purchase for \$5.00. It's full of insightful passages written by our seniors and the graduating class of 2020 at BA. We anticipate an intergenerational book launch early in the school year, if we are able to do so safely.

With very few exceptions, we have decided to cancel trips through this calendar year. I have been in touch with all of our travel partners to reschedule popular trips in 2021. Refunds have been issued to all people registered for 2020 cancelled trips.

Farmer's Market Vouchers will be available this year. Our Area Agency on Aging expects to receive them this week and will let us know how they plan to distribute them this year. Eligibility includes person 60 years of age and older and a maximum household income of 185% Federal Poverty Levels (households of 1=\$1,968/mo. Households of 2-\$2,658/mo.) Total value of the voucher booklet is \$18 to be used for produce at CT Farmer's Markets.

We continue to develop our reopening plan with an estimated date of September, 2020. With Governor Lamont pausing the State's Phase 3, it may impact our reopening date. We are awaiting guidance from the State for more information, particular to the safe reopening of senior centers Statewide. Last week, I asked our professional organization, CASCP, to survey its members to see when they were anticipating reopening. September is the earliest recommended time, with some delaying until 2021. Massachusetts Councils on Aging have wonderful resources posted on their website with helpful COVID-19 resources. Obviously, we will take all of this information into the development of our plan. Depending on the restrictions, we may opt to keep some of our programs in a digital format, particularly our fitness programming

### Attendance & Meals Served:

- Meals served/delivered in April: 444 MOW: 493 (That's a total of 1050 meals delivered!!!)
- Meals served/delivered in May: 262 MOW: 597
- Monthly transports in April: 375
- Monthly transports in May: 418
- Monthly attendance in April: 234
- Monthly attendance in May: 461
- Total Membership: 1307



**Demographic Changes**

The overall composition of a community changes as a result of demographic changes in:

- new housing units (where new residents move in),
- sales of existing units (where new households moving in may be different than those moving out), and
- stable units (where existing residents may age, have children, move out, divorce, separate, marry, adopt, or die).

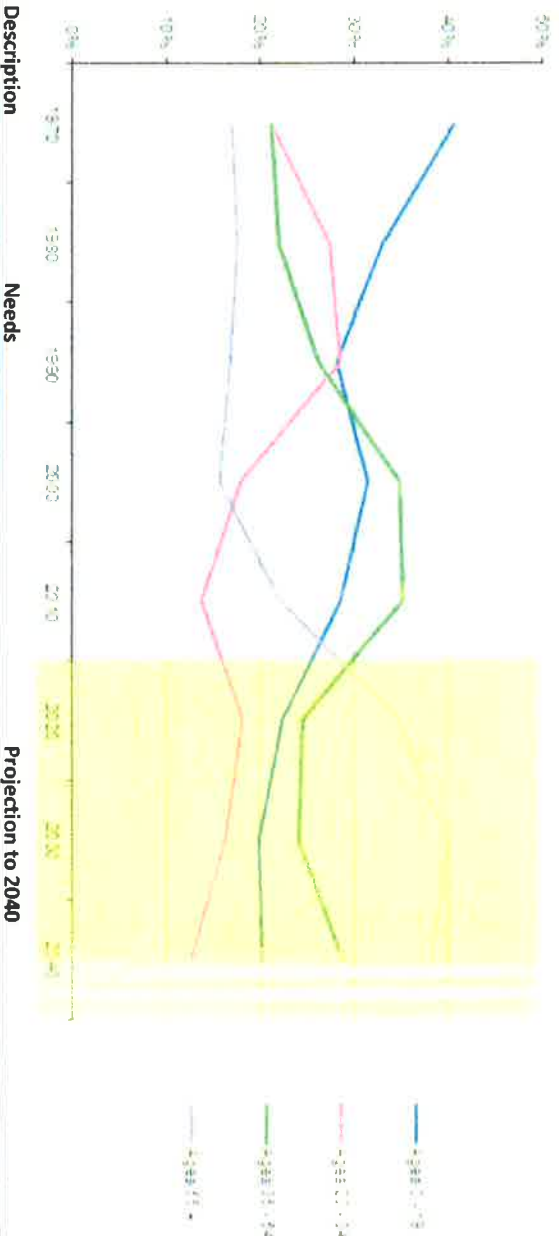


How might Colchester's mix of services change with an older population?

**Changing Age Composition**

The following chart illustrates historic and anticipated trends in Colchester's age composition. Note that Colchester's age composition is anticipated to change from one where children (aged 0-19) were the dominant age group (pre-1990) to one where mature adults (aged 55+) will be the dominant age group (2020 and later). These are the same people (the "baby boomers") as they flow through different age groups.

**Colchester Age Composition – History And Projections (1970 – 2040)**



Description	Needs	Projection to 2040
<b>Children</b> (Ages 0 to 19)	<ul style="list-style-type: none"> <li>• Child Care / School facilities</li> <li>• Recreation facilities/programs</li> </ul>	Share is anticipated to decrease after 2010 due to fewer women of child bearing age
<b>Young Adults</b> (Ages 20 to 34)	<ul style="list-style-type: none"> <li>• Rental housing / Starter homes</li> <li>• Social destinations</li> </ul>	Possible uptick to 2020 due to "baby boom echo"
<b>Middle Age Adults</b> (Ages 35 to 54)	<ul style="list-style-type: none"> <li>• Family programs</li> <li>• Trade-up homes</li> </ul>	Uptick anticipated after 2020 due to "baby boom echo"
<b>Mature Adults</b> (Ages 55+)	<ul style="list-style-type: none"> <li>• Housing options / smaller homes</li> <li>• Tax relief / Elderly programs</li> </ul>	Increase expected to 2030 as "baby boom" ages