



May 24th, 2022

To: Colchester Board of Selectmen
From: Colchester Youth Services Advisory Board, Youth First Coalition
Re: Youth and Social Services Department ARPA Funding Requests

At the May 4th regular meeting of the Colchester Youth Services Advisory Board, Youth First Coalition, members in attendance unanimously approved a motion supporting the funding requests made to the ARPA Committee by the Town of Colchester's Youth and Social Services Department.

In order of most critical – to least critical need, those requests include:

1. Funding to expand access to no-cost youth mental and behavioral health counseling
2. Funding to provide case management for youth and families with service needs
3. Funding for structural renovations to the Colchester Youth Center

The COVID-19 pandemic has had a disproportionate negative impact on the wellbeing of Colchester's youth. There is a desperate need to both improve the physical infrastructure available to serve youth in Colchester, and to expand access to the direct support services our youth and families need to help them manage and recover from the damaging mental and behavioral health impacts of the pandemic.

According to the US Department of the Treasury, these resources have been provided to local governments to *"Fight the pandemic and support families...struggling with its public health and economic impacts. Maintain vital public services" and "build a strong, resilient, and equitable recovery by making investments that support long-term growth and opportunity."* (accessed on 5/23/2022: <https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-funds>) The allocation of ARPA funds to Youth and Social Services to help our most vulnerable residents is among the most proper uses of federal dollars appropriated by congress for pandemic recovery.

We, the members of the Youth Services Advisory Board, Youth First Coalition, call on the Board of Selectman to immediately approve the funding requests submitted by the Youth and Social Services Department.

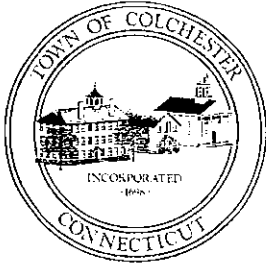
Thank you for your consideration.
Sincerely,

A handwritten signature in black ink, appearing to read "R Melmed", is written over a horizontal line.

Russell S. Melmed
Chairperson
Youth Services Advisory Board, Youth First Coalition

860-537-7255 | youthservices@colchesterct.gov | colchesterct.gov

127 Norwich Avenue, Colchester, CT 06415



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

Andreas Bisbikos, First Selectman

Board of Selectmen Special Meeting Minutes
Wednesday, May 18th, 2022, at 5:00 PM

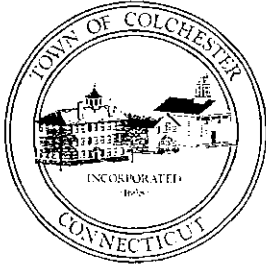
Members Present: A. Bisbikos (First Selectman), R. Coyle, D. Turner, D. Bates

Members Absent: J. LaChapelle

Others Present: S. Ramsby (Human Resources Director), M. Cosgrove (Chief Financial Officer), D. Kratochvil (Director of Finance candidate)

1. Call to Order – Meeting called to order at 5:02 PM
2. Pledge of Allegiance
3. **Executive Session**
 - A. Director of Finance Interview
 - Board of Selectmen entered Executive Session at 5:04 PM
 - D. Bates entered Executive Session at 5:35 PM
 - Board of Selectmen exited Executive Session at 6:57 PM
4. Decision on Director of Finance Position
 - R. Coyle motioned to offer the position of the Director of Finance to Debbie Kratochvil. 2nd by D. Bates. *Motioned carried unanimously 4-0*
5. Adjourn – D. Bates made the motion to adjourn. 2nd by D. Turner. Meeting ends at 6:59 PM

RECEIVED
COLCHESTER, CT
2022 MAY 19 AM 10:25
Gayle Furman
GAYLE FURMAN
TOWN CLERK



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

Andreas Bisbikos, First Selectman

Board of Selectmen Minutes
Thursday, May 19th, 2022, at 7 PM

Members Present: A. Bisbikos (First Selectman), R. Coyle, D. Bates, D. Turner, J. LaChapelle

Others Present: S. Hoffmann (Fire Chief), S. Ramsby (Human Resource Director), J. Jones (Interim Public Works Director), P. Minella (Interim Water Supervisor), R. Peters (Vice Chair of the Sewer & Water Commission), D. Koji (ARPA Ad-Hoc Committee Chair)

RECEIVED
COLCHESTER, CT
MAY 23 PM 1:30
Gayle Furman
TOWN CLERK

1. Call to Order – Meeting called to order at 7 PM
2. Pledge of Allegiance
3. Correspondence
4. Citizens Comments
 - S. Chapman spoke about the Registrar of Voters candidates. D. Bouchard spoke about the Registrar of Voters candidates and ARPA. T. Rudko spoke about the Registrar of Voters candidates and FOI requests. R. Silberman spoke about the negativity brought by some to the BOS and to S. Chapman's military service. C. Praisner commended those working for the town and expressed her concern about those who are trying to undermine the town through the guise of accountability. M. Gilman spoke about FOI requests and the basketball courts.
5. Consent Agenda
 - A. Approve the Amended Minutes of the 4/21/22 Board of Selectmen Meeting, the Joint Meeting Minutes of the 5/9/22 Board of Selectmen Special Meeting & ARPA Ad-Hoc Special Meeting, the Minutes of the 5/5/22 Board of Selectmen meeting, and the Minutes of the 5/12/22 Board of Selectmen Special Meeting
 - B. Reappointment of Stephen Coyle to Sewer & Water Commission for a three-year term to expire on 6/1/2025
 - C. Tax Collector's Refunds
 - D. Turner made a motion to approve of the Consent Agenda. 2nd by R. Coyle. *Motion carries unanimously 5-0*
6. Boards and Commissions Interview: ARPA Ad-Hoc Committee
 - A. Denise Mizla
 - B. Jennifer Cox
 - Interviews conducted by the Board of Selectmen

7. Human Resources Update

A. Staffing Updates

- A. Bisbikos gave a staffing update. J. Jones discussed his views on the Director of Operations position and how he would like to share various recommendations with the consulting company.

B. Discussion with Shannon Ramsby

- S. Ramsby is very good with the recent hires that the Town has made.

8. Fire Department

A. Possible Action on the recommended motion from the Fire Apparatus Replacement Committee

- S. Hoffman discussed the current circumstances regarding the price increase in the Fire Apparatus.
- R. Coyle made a motion that the town executes a change order as allowed in the bid documentation with Northeastern Fire Associates for the amount of \$12,000 to transition to the 2024 chassis for our build for the tanker. 2nd by D. Bates. ***Motion carries unanimously 5-0***

9. Sewer & Water Budget

A. Possible Action to approve of the Sewer & Water Commission's recommended Water Budget of \$1,194,118 and Sewer Budget of \$1,327,142 for the 2022-2023 fiscal year.

- P. Minella and R. Peters explained the increase in the budgets. J. LaChapelle explained his concern with the increase. P. Minella identified that without the increase, our water would not be clean and healthy.
- D. Bates motioned the Sewer & Water Commission's recommended Water Budget of \$1,194,118 and Sewer Budget of \$1,327,142 for the 2022-2023 fiscal year. 2nd by D. Turner. ***Motion carries 4-1 with J. LaChapelle dissenting.***

10. ARPA Discussion

A. Possible Action to approve of the *Colchester Comeback* Grant Program

- J. LaChapelle expressed that some businesses should get more funding attention than others.
- R. Coyle motioned in approving the *Colchester Comeback* Grant Program. 2nd by D. Bates. ***Motion carries 4-1 with J. LaChapelle dissenting.***

B. Possible Action to approve the updated Attestation Agreement

- R. Coyle motioned to approve the updated Attestation Agreement. 2nd by D. Bates. ***Motion carries unanimously 5-0***

C. Possible Action to reduce eligible business and non-profit application requested amounts to meet previously motioned funding caps by accepting all eligible and approved applications amounts \$10,000 and under as-is and reducing all eligible and approved applications above \$10,000 by an equitable percentage amount that results in a final total amount that meets the business and non-profit caps

- J. LaChapelle expressed support for an approach that favored more choosing greater funding for certain businesses than others rather than the equitable approach.

- D. Turner motioned to reduce eligible business and non-profit application requested amounts to meet previously motioned funding caps by accepting all eligible and approved applications amounts \$10,000 and under as-is and reducing all eligible and approved applications above \$10,000 by an equitable percentage amount that results in a final total amount that meets the business and non-profit caps 2nd by R. Coyle. ***Motion carries 4-1 with J. LaChapelle dissenting.***

D. Review of Non-Profit Applications

- D. Koji discussed the vetting process on the non-profit applications. A. Bisbikos discussed which applications were disallowed by UHY. J. LaChapelle questioned the process. R. Coyle would appreciate that J. LaChapelle provides his concerns much sooner. A. Bisbikos discussed how UIY utilized multiple individuals to backup the review process to catch an oversight. J. LaChapelle supported *Save The Kid* non-profit even if their mailing address is not in Colchester. A. Bisbikos made it clear that from the very beginning that the Board of Selectmen agreed that only businesses and non-profits with a location in Colchester would have access to funding.

E. Discussion on the recommended funding formula – Addressed in C.

F. Possible Action to approve of the Non-Profit Applications in the amount of \$250,000

- R. Coyle motioned to approve funding for the applications of CASTLE, Colchester Cooperative Nursery School, Colchester Hayward Volunteer Fire Company, Westchester Church, Colchester Lions Charity, and Colchester Federated Church. 2nd by D. Bates. ***Motion carries unanimously 5-0***
- R. Coyle motioned to approve funding for the Colchester Historical Society. 2nd by A. Bisbikos. ***Motion carries 4-0-1 with D. Turner abstaining.***
- R. Coyle leaves meeting at 8:27 PM

11. Citizen's Comments

- R. Fuller discussed her political views and social media. J. Cox shared her views on the ARPA process and eligibility. K. St. John expressed her concerns with water rates increasing. D. Bouchard spoke about the increased water rates and *Save the Kid* non-profit. K. Kardys discussed ARPA funding ideas. G. Barden stated that the Colchester Lions do have residency in Colchester. R. Silberman commended A. Bisbikos for a new ARPA proposal and explained various items in relation to sewer & water.

12. First Selectman's Report

1. The Budget Referendum will be held on Tuesday, May 24th from 6 AM to 8 PM at Town Hall.
2. The "Colchester Memorial Day Parade" has chosen the theme for this year's parade. This year it is "Colchester Remembers Their Citizens Who Gave Their Tomorrows For Our Today's". All marching units and floats should try and use the theme in preparing for the parade, which will be on Sunday May 29th, 2022. The rain date of the event will be Monday, May 30th at 12:30 pm. We also expect there to be a flyover on Monday as well.

3. The Let the Fish Swim Free Painting art exhibit to be held at the Cragin Memorial Library (8 Linwood Avenue) from May 21st – to June 30th, 2022. The Grand Opening is May 21st from 12:30 PM to 3:30 PM. Come interact with the Norton Park Committee and view the plans for the new Norton Park along the Jeremy River on the site of the former C.H. Norton Park Paper Mill on Route 149.
4. This week is Police Week. We recognize the men and women of law enforcement who put their lives on the line every day to protect us and serve our community. We also pay our respects to those who gave their lives in the line of duty.
5. This week is also EMS Week. President Gerald Ford authorized EMS Week in 1974 to celebrate the emergency medical responders across the country to applaud & thank the men & women who wake up every day to serve their communities. This week we celebrate the 47th annual EMS Week. Thank you all for your service.
6. The Stage 1 Cycling Club is teaming up with the Lefty Cycles Project to present a fun filled bicycle ride along the beautiful Airline Trail. All participants should sign up at www.bikereg.com/stage1 . This is a charity event, and all participants are encouraged to make a donation. All contributions will benefit The Lefty Cycles Project to in the hands of those in recovery, families, and children. The location for the event is 187 Lebanon Avenue.
7. And the hottest news item of the day. There was a black bear spotted by North Woods. DEEP was contacted to notify them of the bear. I was told that the bear joined Whinny the Pooh for honey afterwards.

13. Liaison Reports

- D. Turner – CORE preparing Juneteenth Celebration on the Town Green
- D. Bates – Ethic Committee had a special meeting, Norton Park pleased that J. Giglioti will be a consultant
- J. LaChapelle – Board of Education, Dr. McDowell is the new interim superintendent & Covid cases are up at the school.
- A. Bisbikos – Board of Finance completed outstanding transfers

14. Adjourn – D. Turner made the motion to adjourn. 2nd by D. Bates. Meeting adjourns at 8:47 PM

The Honorable Andreas Bisbikos
First Selectman, Town of Colchester
127 Norwich Avenue
Colchester, CT, 06415

May 17, 2022

RE: Colchester Economic Development Commission

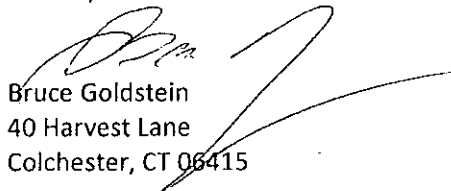
Dear Andreas;

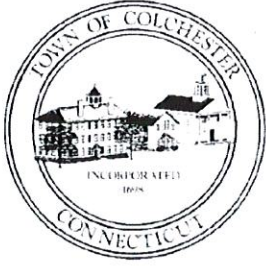
I have decided to resign from my position as a member of the Colchester Economic Development Commission.

It has been both an honor and a pleasure to serve on the Commission for the past several years. I thank you and the Board of Selectmen for giving me this opportunity to serve and to give back to the Town. I am proud of the work that we have done together.

I look forward to continuing to support the important work of the Commission as Colchester continues to grow and prosper.

Thank you.


Bruce Goldstein
40 Harvest Lane
Colchester, CT 06415



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

DATE: 5/23/2022

BOARDS & COMMISSIONS APPLICATION

Name: Stephanie Mattera

Address: 53 Broad Meadow Rd. Colchester, CT. 06415

Home Phone: N/A Email: StephanieMattera@outlook.com FAX: _____

Cell Phone: 646-408-5156 Town Residency: four months Years

Party Affiliation: Democrat Republican Unaffiliated (check one)

Commission or Board you are interested in serving on: ARPA Ad-Hoc Committee

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

High School: St. Mary's academy Bay View 1993-1997
general studies Riverside, RI
Some AP courses

College: Purdue University, Ph.D. Student, Higher Education expected 2025
2009 New York University, M.S., Public Relations and
2005 Johnson and Wales University, M.B.A., Global Corporate
2002 University of Rhode Island, B.A. Business Leadership
Trade, Business English
Or Correspondence Minor Business
School Administration

Work Experience: List length of employment, name and address of employer, position & reason for leaving:

New York University, adjunct instructor, 2015-present
CUNY, Baruch College, adjunct instructor, 2008-present
Post University, associate faculty, 2020-present
NCSU, adjunct lecturer, 2021-present

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

Why are you interested in serving? I am a new resident to Colchester, CT. I have been committed to philanthropy since 2004 and served as the spokesperson for the Mayor's Alliance for NYC's Animals from 2010-2020. I have experience in fundraising, partnership-building, and education. The ALRPA committee would allow me to apply my background to making an impact in my local community.

Do you have any experience or familiarity with this area?

I have extensive corporate and philanthropic experience. I have also served on boards for non-profit organizations. For example, I previously served on the Catherine Violet Hubbard Foundation's board and currently serve on the NYU Alumni Association Exec Board. I have overseen an ad-hoc committee and chaired several committees over my 8 years of

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

Which ones?

service on the NYUAA.

Date: 5/23/2022

Signature: Stephanie Malina

STEPHANIE A. MATTERA, M.S., M.B.A.
53 BROAD MEADOW ROAD
COLCHESTER, CT 06415
PHONE 646-408-5156
EMAIL STEPHANIAMATTERA@OUTLOOK.COM
<HTTP://WWW.LINKEDIN.COM/IN/MATTERAS>

EDUCATION

- Ph.D. in Higher Education Candidate, Purdue University, expected May 2025
- M.S. Public Relations and Corporate Communication, New York University, May 2009
- M.B.A. Global Business Leadership, Concentration in Organizational Leadership, Johnson & Wales University, August 2005
- B.A. English, Minor in Business Administration, University of Rhode Island, May 2002

PROFESSIONAL EXPERIENCE

Western Connecticut State University
Department of Communication & Media Arts
Danbury, CT

August 2021-Present

Adjunct Lecturer

- Teaching Introduction to Human Communication and Decision-Making in Groups courses in-person to undergraduate students.

Baruch College, CUNY
Zicklin School of Business
Allen G. Aaronson Department of Marketing & International Business
New York, NY

January 2021– Present

Adjunct Lecturer

- Teaching Business Communications I and Strategic Business Communications courses synchronously online to M.B.A. and M.S. students with an array of concentrations.

Post University
School of Arts and Sciences
Communication and Media Studies Department
Waterbury, CT

October 2020 – Present

Associate Faculty

- Teaching Introduction to Communications (COM107) and Public Relations (COM375) asynchronously and creating an engaging online community through discussion forums, applying, and integrating professional experience with course content in responses.
- Providing thorough feedback on video journals and written assignments such as pitches, news stories, and press releases.
- Liaising with academic success counselors to provide additional support to students.
- Communicating with the Assistant Chair and Chair of the Communication and Media Studies department to ensure successful student outcomes.
- Subject Matter Expert contracted to re-design the Public Relations (COM375) course to be in alignment with the PRSA Principles of Public Relations certification.

New York University
School of Professional Studies
Division of Programs in Business
M.S. in Public Relations & Corporate Communication: 2021 *PR Week* Awards, Outstanding Education Program
New York, NY

September 2015 – Present

Adjunct Instructor

- Teaching Capstone, Research Process & Methodology, PR Writing I and II, and Community Relations & Advocacy Communications courses synchronously online.
- Covering content on how to build communication plans and deliverables such as the press release, Q&A, media advisory, executive bio, talking points, social media calendar, and run of show.
- Previously taught Communications Ethics, Law & Regulation and Practicum.
- Built industry relationships and projects for the program: Broadcast Music Inc. (BMI), Golin, L'Oréal, Save the Children, New York Women in Communications, Sports Business Solutions, Women's Entrepreneur Day at the United Nations.
- Responsible for overseeing syllabi development, Capstone adviser onboarding, supporting and mentoring Capstone and Research faculty, and acting liaison to the administration.
- Serve as a Capstone adviser to students guiding them on APA and AP style, secondary research for the literature review, developing and executing primary research strategies, and the IRB application process.

Manhattanville College
M.S. in Marketing Communication Management
School of Professional Studies
Purchase, NY

September 2018 – May 2021

Adjunct Lecturer

- Taught the following courses synchronously online: Public Relations Theory & Practice, Public Relations and American Culture, Consumer Behavior, and Reputation Management. Served as a graduate thesis adviser.

Manhattan Neighborhood Network
New York, NY

September 2015 – March 2020

Correspondent

- Educated viewers on the benefits of living a socially conscious lifestyle.
- Booked guests, wrote scripts, and conducted on-air interviews with tastemakers, authors, social entrepreneurs, fashion designers, humanitarians, animal advocates, and non-profit founders from around the world.
- Aired Sundays at 7:00 p.m. EST on Spectrum (Channel 56 & 1996), Verizon Fios (Channel 34), and RCN (Channel 83) to about 2 million viewers in NYC, and via Livestream.

INABA
Shizuoka, Japan

February 2018 – February 2019

Global Communications Consultant

- Increased brand awareness in the United States by building relationships with social media influencers, increasing online brand engagement, and planning brand activations.
- Developed content for the redesigned website and marketing materials.
- Created the public relations and communications strategies for the brand's 2019 U.S. launch.

Starwood Hotels & Resorts
Stamford, CT

August 2013 – August 2015

Global Communications Consultant

- Planned and executed Public Relations events and activations for Starwood Preferred Guest's (SPG) global announcements including:
 - Your World Rewards partnership with Emirates.
 - SPG Keyless, the first smartphone app to enable guests to bypass the front desk, check-in, and unlock their stay with a tap of their phone to the hotel room door.

- Total of 282 pieces of original coverage across technology, business, and travel outlets, including 133 pieces of local and national broadcast coverage. Coverage included top-tier hits in *The New York Times* (print and online), *USA Today* (print, online and online video), *Associated Press*, *Fast Company*, *BBC*, *Bloomberg Businessweek*, *Fox News*, *CNBC*, *CNN*, *Fortune*, *Forbes*, *Mashable*, *CNET*, and *Condé Traveler*, among many others. Additionally, there were 115 pickups of the *Associated Press* story across local, national, and international outlets.
- Served as a media liaison, fielded media inquiries, pitched reporters, and assisted with executive media training sessions.
- Produced the annual Global Communications Conference at headquarters, including content development.
- Crisis management lead, which involved planning the Corporate Crisis Drill as well as aligning communication strategies with the heads of Consumer Affairs, Legal, Corporate Social Responsibility, Social Media, and the C-Suite.
- Conducted research for the CEO's and the Senior Leadership team's speeches, TV appearances, and corporate presentations.

Glamour Magazine
New York, NY

April 2009 – August 2015

Brand Ambassador

- Leveraged social media to build influencer relationships and increase brand awareness for the magazine's advertising partners, tested new products, and wrote product reviews for use in magazine advertorials.
- Chosen as 1 of 4 brand ambassadors from across the United States to represent *Glamour* magazine in Macy's Style&co. Denim Launch video.
- Selected to represent the magazine at its annual Women of the Year Awards.

Alex and Ani
Cranston, RI & New York, NY

June 2012 – August 2013

Community Events & Outreach Manager, Charity by Design

- Launched the in-store Charmed by Charity events program at Alex and Ani retail locations nationwide (30 stores) and trained staff.
- Cultivated relationships with charities, which generated over \$500,000 in retail event sales for Alex and Ani and \$100,000 in donations for charity event partners.
- Identified and engaged potential Charity by Design jewelry partners, including the Association of Zoos and Aquariums and the Children's Miracle Network Hospitals, which generated several million dollars for the company and funds to support the missions of these non-profits.

Polo Ralph Lauren
New York, NY

November 2009 – June 2012

Executive Assistant

January 2010 – June 2012

Corporate Sales, Polo Brands: Men's

- Supported the Senior Vice President managing a 50 million dollar division, including; presentations, financials, market preparation, client meetings, managing calendars and travel arrangements, expense reports, and other special projects.

Independent Contractor

November 2009 – January 2010

Retail Development: Women's

- Assisted the Vice President of Retail Presentation and Training with multiple projects, including national merchandising directives for the Lauren Ralph Lauren and Ralph Lauren Blue Label brands, facilitated communications to field staff, and co-managed product photoshoots with regional directors.

Macy's Merchandising Group
New York, NY

August 2005 – November 2007

Training Specialist

November 2006 – November 2007

- Presented corporate curriculum: New-Hire Orientation, Business Ethics, and Product Development training, and served as the Learning and Career Coach for the organization's product development population.

Executive Training Program in Product Development

August 2005 – November 2006

- Collaborated with designers, overseas offices, domestic buyers, and vendors to produce five lines of private label men's dress shirts and created weekly selling reports to track product penetration, and overall category performance.

City Hall
Providence, RI

March 2005 – August 2005

Mayoral Advance Team Intern

- Collaborated with the Special Events and Communications departments to increase awareness of Mayor David N. Cicilline's community outreach activities and prepared him for speaking engagements.

American Arbitration Association
East Providence, RI

May 2002 – August 2004

Case Manager

- Administered seventy cases, including preparation of letters, scheduling orders, and billing for arbitrators.
- Selected for the Northeast Case Management Center's Professionalism Committee.

COMMUNITY INVOLVEMENT

New York University Alumni Association, Board Member & Officer

May 2014 – Present

- Secretary (2020 – present) and NYUAA Alumni Awards Committee Co-Chair (2019 – 2020): Facilitated the 2020 honoree selection process for the Eugene J. Keogh Award for Distinguished Public Service, Distinguished Alumni Award, and Distinguished Young Alumni Award. Served on the All-University 2020 Distinguished Teaching Awards Selection Committee.
- Communications and Marketing Committee Co-Chair (2016 – 2019): Facilitated the launch of the global NYU Alumni Changemakers campaign in partnership with University Development and Alumni Relations.

Mayor's Alliance for NYC's Animals, Spokesperson

May 2010 – May 2020

- Represented the organization in print, broadcast, and digital media outlets including HuffPost LIVE, NY1, PIX11, NBC4, CBS2, 1010 WINS, FiOS1, Cheddar, Radio Pet Lady, Pet Life Radio, *Hamptons Pet Magazine*, the *Daily Mail*, and more.
- Emceed large-scale community events.
- Secured media opportunities for partner rescues on *Animal Planet* and the *Harry Connick Jr. Show*.
- Built partnerships with brands, non-profit organizations, and influencers, including:
 - Alex and Ani Charity by Design, which generated 1.2 million dollars for the non-profit's life-saving programs through the sale of the exclusive Paw Print bangle over three years (2011 – 2014).
 - Fresh Step Cat Litter (The Clorox Company) for Public Relations activations during New York Fashion Week: Hot to Adopt Campaign (2016) and Cats on Glass Gallery (2018) Exhibit.

Disruptor Foundation, Fellow

May 2017 – May 2018

- Traveled to Tokyo and Hiroshima, Japan, during October 2017 with the Co-Founder of the Tribeca Film Festival and Disruptor Foundation, 1Future, and the Zero Project for the first international Disruptor Awards.

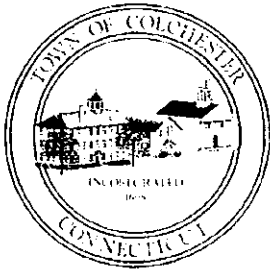
MacDella Cooper Foundation, Volunteer

November 2009 – August 2011

- Public Relations and special events

AWARDS

- Corporation for National and Community Service and the Office of the President of the United States: Lifetime Achievement Award, 2016
- New York University School of Professional Studies: Bart Lawson Alumni Award for Professional Service and Outreach, 2013



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

DATE: 5/17/22

BOARDS & COMMISSIONS APPLICATION

Name: BRIEN BROWN

Address: 41 PIEKARZ RD Colchester, CT. 06415

Home Phone: 537-1570 Email brienbrown49@gmail.com FAX: _____

Cell Phone: 716-9958 Town Residency 9 Years

Party Affiliation: Democrat Republican Unaffiliated (check one)

Commission or Board you are interested in serving on: ARPA AD HOC COMMITTEE

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

High School: BRICK TOWNSHIP HIGH SCHOOL - BRICK N.J.

College: CENTRAL CONNECTICUT STATE COLLEGE (NOW UNIVERSITY) 67-71
BS - HISTORY 72-76 MS GEOGRAPHY
UCONN 2000-2002 SIXTH YEAR EDUCATIONAL LEADERSHIP

Trade, Business
Or Correspondence
School

N/A

CONTINUED ON REVERSE SIDE

Work Experience: List length of employment, name and address of employer, position & reason for leaving:

SHOPRITE FOODARAMA	1966-1978	
MOTT'S SHOPRITE	1977-79	
RHAM HIGH SCHOOL	1972-1979	BETTER PAYING JOB
MOTT'S SHOPRITE	1979-1984	BETTER PAYING JOB
BACON ACADEMY	1984-2002	BETTER PAYING JOB
ENFIELD BOE (FERMI HS)	2002-2013	RETIRED

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

Why are you interested in serving? I HAVE LONG EXPERIENCE IN ADMINISTRATION. I BELIEVE MY EXPERIENCES COULD BE HELPFUL TO THE COMMUNITY

Do you have any experience or familiarity with this area? DURING MY 18 YEARS AS DEPARTMENT CHAIR AT BACON ACADEMY, I OVERSAW THE DEPARTMENT'S PERSONNEL ISSUES AND THE DEPARTMENT'S BUDGET.

DURING MY TEN YEARS AT ENRICO FERMI HIGH SCHOOL I SUPERVISED FOUR DEPARTMENTS AND SCHEDULED 1300 STUDENTS THROUGH ELEVEN DEPARTMENTS DURING A SEVEN PERIOD DAY, SUPERVISED TRANSPORTATION AND PARKING IN ADDITION TO NORMAL STUDENT, PARENT AND DISCIPLINARY ISSUES.

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

Which ones? POSSIBLY BOE OR PZC

Date: 5/17/22

Signature: Bruce Brown



May 18, 2022

Mr. Andreas Bisbikos
First Selectman
Town of Colchester
127 Norwich Avenue
Colchester, CT 06415

**Re: Public Works Consulting Services
Colchester, Connecticut
SLR #141.12973.P0008**

Dear Mr. Bisbikos,

SLR International Corporation (SLR) is pleased to submit our proposal to provide engineering consultation on behalf of the Town of Colchester (Town) and its Departments of Public Works and Sewer and Water. Our services are to be provided on an as-needed basis, upon request. It is expected our work under this agreement will generally include the following:

- Evaluation of department operations, standard practices, and organizational structure to best fit the needs of the community.
- Review of department short- and long-term goals.
- Assist in refining career descriptions and in a search for Director of Public Works and Director of Operations.
- Assist with the preparation of bid packages, as needed, and any other engineering, survey, planning, or architectural services as required.

More specifically, the scope of our work is described as follows:

SCOPE OF WORK

1.0 Evaluate the Public Works Department and Sewer and Water Department and make high-level recommendations for organizational or operational improvements based upon industry best practices and the professional experience of the SLR team. The assessment shall include but may not be limited to review and recommendations concerning the following:

- 1.1 Short- and long-term goals
- 1.2 Organizational structure and staffing
- 1.3 Individual roles, responsibilities, and job descriptions
- 1.4 Current and available staffing

- 1.5 Construction and maintenance programs
- 1.6 Outside contractors, vendors, and consultants
- 1.7 Use of technology and software

- 2.0 Work with the town to refine the career path and job description for the new Director of Public Works and Director of Operations to be utilized by the Town in soliciting prospective candidates for hire. Assist the Town in the advertising, vetting, and interviewing for those positions.

- 3.0 Undertake a review of ongoing Town projects under the purview of the Department of Public Works and Department of Sewer and Water. Such review shall include the general nature of each project, including the contractors, vendors, or consultants involved and the work to be performed by each. Meet with Town personnel to identify long-range needs.
 - 3.1 Summarize the status and schedule for each project and review funding sources in relation to current estimates. As encountered, identify critical path items or issues that may impact schedule, cost, or execution of the work planned.
 - 3.2 Work with the Town to develop a long-range plan outline for infrastructure needs and demonstrate how current planned and future projects can help achieve the Town's goals.

- 4.0 Assist the Town in reviewing or preparing bid packages for projects to be advertised by Public Works and/or Sewer and Water.

- 5.0 Conduct design peer reviews for projects to be let by the Town, projects designed on behalf of the Town by other consultants, and/or applications to Town boards and commissions requiring Public Works or Sewer and Water input.

- 6.0 Conduct field visits, participate in meetings, and/or perform other services as requested and approved in advance by the Town. While the Town's initial needs are due, in large part, to recent staff departures, other needs for consulting services may arise. SLR is capable of providing the following additional services upon request:
 - 6.1 Grant Writing
 - 6.2 Roadway and Bridge Design
 - 6.3 Landscape Architecture
 - 6.4 Civil/Site Engineering
 - 6.5 Water and Sewer Engineering
 - 6.6 Hazardous Waste Assessments
 - 6.7 Ecological and Wetland Studies
 - 6.8 Surveying
 - 6.9 Geotechnical Engineering
 - 6.10 Community and Land Use Planning
 - 6.11 Construction Inspection

TIME FOR COMPLETION

Work involving high-level assessment of the Departments of Public Works and Sewer and Water will take approximately 4 weeks to complete.

Work associated with all other tasks will be performed on an as-needed basis; the duration for each task is to be agreed in advance.

PROFESSIONAL FEES

Our work under this agreement will proceed on an hourly basis. Work will only be performed for those tasks specifically requested by the town. Charges will be incurred based on the attached SLR 2022 Preferred Hourly Rates and Reimbursable Expenses schedule. Fees for our work will be invoiced on a monthly basis.

For discrete tasks, SLR will provide a budgetary estimate prior to performing any work. We suggest the Town budget the following amounts for our services based on the above scope of services and our early understanding of the Town’s needs:

Task 1.0 – Evaluate Town Departments	\$8,000
Task 2.0 – Define Career Path/Job Descriptions and assist in new hire solicitations	\$5,000
Tasks 3.0 – 6.0 – All Other Tasks	<u>\$25,000</u>
Budgetary Total.....	\$38,000

STANDARD TERMS AND CONDITIONS

This proposal is subject to our Standard Terms and Conditions, which are attached hereto and incorporated herein.

EXCLUSIONS AND LIMITATIONS

The following work items are not included in the above scope of services and associated fee proposal:

1. Detailed fleet assessments
2. Operations and Capital Expenditure Budgeting
3. Building needs and deficiencies studies
4. Background checks on new hire candidates
5. Utility studies and systems modeling

Should the above items or additional services be required, they can be provided on an hourly basis or for an agreed-upon lump sum fee.

ACCEPTANCE

If this proposal satisfactorily sets forth your understanding of the arrangement between us, we would appreciate your signing one copy in the space provided and returning it to us for our files.

We look forward to the opportunity of working with the Town of Colchester on this important project. If we can provide you with any additional information, please do not hesitate to contact either of the undersigned.

Sincerely,

SLR International Corporation



Paul DeStefano, PE
Municipal Roads Lead



Anthony Ciriello Jr., PE
Sector Lead, Infrastructure

Enclosures

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The above proposal and attached Standard Terms and Conditions are understood and accepted:

By _____ Date _____

(Print name and title)



2022 US PREFERRED RATE SCHEDULE

<u>PROFESSIONAL SERVICES</u>	<u>Hourly Rate</u>
Senior Principal	\$225
Principal 2	\$200
Principal 1	\$195
Senior	\$180
Associate \$165	
Project	\$150
Staff	\$130
Resident Project Representative	\$190
Chief Inspector	\$160
Senior Inspector	\$140
Inspector	\$120
Senior Draftsperson/Technician	\$110
Draftsperson/Technician	\$100
Survey Party Chief	\$115
Survey Crew Member	\$75
Word Processor/Administrative 1	\$75

Note: Time will be billed to the nearest ¼ hour

*Range reflects seniority within this category



REIMBURSABLE EXPENSES

Rate

Bond Prints	\$ 2.00	Each
Large Bond Prints	\$ 3.00	Each
Fixed Line Mylars	\$75.00	Each
Color Plots/Mylars	\$30.00	Each
Large Color Plots/Mylars	\$45.00	Each
Photocopies – 8½ x 11	\$ 0.12	Per Copy
Photocopies – 11 x 17	\$ 0.24	Per Copy
Color Copies – 8½ x 11	\$ 1.25	Per Copy
Color Copies – 11 x 17	\$ 2.25	Per Copy
Binding 0-200 pages	\$ 6.00	Per Bound Copy
201 or more pages	\$ 7.50	Per Bound Copy
Board Mounting	\$25.00	Each
Each FedEx – \$0-\$25	\$25.00	Per FedEx
FedEx – Over \$25	Cost	Per FedEx
Mileage	IRS Rate	Per Mile

SLR INTERNATIONAL CORPORATION STANDARD TERMS AND CONDITIONS

This Agreement, which shall include any attachments hereto, is by and between SLR International Corporation ("SLR" or "We") and the Town of Colchester ("Client" or "You") (each a "Party" and together the "Parties"), and is entered into effective the date of the last signature hereto ("Effective Date"). The signing of this Agreement by the Client and SLR authorizes SLR to carry out and complete the Services as described in the Proposal) in consideration of the mutual covenants set forth in this Agreement.

1. SCOPE OF SERVICES: SLR will provide as-requested services ("Services"). Services will be performed pursuant to the Proposal, which shall be incorporated herein and made part of the Agreement. You authorize us to act on instructions, consistent with the agreed scope of Services, which are given in any manner, if we reasonably believe that You or a person with authority to act on your behalf has given those instructions. Any conflicting terms and conditions of purchasing associated with a Purchase Order will be disregarded and the terms and conditions of this Agreement shall prevail.

2. FEE FOR SERVICES: SLR's fee for the Services shall be provided either on a time and materials or fixed fee basis, as established in the Proposal. SLR's applicable rates will be listed in the attached Rate Schedule. SLR may adjust its rates from time to time, provided however, that Client shall be provided at least thirty days advance written notice of such adjustment. The Client's obligation to pay for the Services performed under this Agreement is in no way contingent upon Client's ability to obtain financing, zoning, approval of governmental or regulatory agencies, favorable judgment of lawsuit, or upon Client's successful completion of the Project.

3. EXTRA SERVICES: SLR may also perform consulting tasks in addition to the Services ("Extra Services" or "Changes"), subject to the Parties' mutual written agreement and the terms of this Agreement.

4. PAYMENT TERMS: SLR will, on a monthly basis, or upon the completion of the Services, or as otherwise described in the Proposal, submit invoice(s) for the un-billed portion of Services actually completed. Client agrees to pay the invoiced amounts within thirty (30) days from the date of the invoice. Any payment that is not received by SLR within said 30 days shall be considered delinquent. SLR reserves the right to include a late payment charge, at a rate of 1 percent per month, for each month an invoice is delinquent. Failure to charge late payment charges will not affect SLR's right and ability to do so going forward. SLR may suspend or terminate any and all of the Services, if payment of any invoiced amount not reasonably in dispute is not received by SLR within 60 days from the date of SLR's invoice. Such suspension of services is done without waiving any other claim against Client and without incurring any liability to Client for such suspension due to Client's breach of payment terms. Termination shall not relieve Client of its obligation to pay amounts incurred up to termination.

5. TERM: The Term of this Agreement shall commence on the Effective Date and shall continue until terminated by one of the Parties in accordance with these terms, or until work under the Proposal.

6. SLR RESPONSIBILITIES

(a) Standard of Performance: SLR will perform the Services using that degree of skill and care ordinarily exercised under similar conditions by reputable members of the profession practicing in the same or similar locality at the time of performance. SLR shall comply with all applicable federal, state, and local laws, rules, and regulations in performing the Services.

(b) Except where the Proposal specifically includes provision of such advice or consideration, the obligations of SLR under this Agreement do not include a duty to advise or undertake any investigation to determine regulatory compliance, the actual or possible presence of pollution, asbestos containing materials, infestation, actual or possible presence of protected or invasive species, or contamination at the Client's site(s) or as to the risks of such matters having occurred, being present or occurring in the future nor shall SLR have any duty to consider such matters as influencing any aspect of the Services to be performed by SLR under this Agreement.

(c) Where the Proposal includes a site or environmental assessment, audit, review or investigation which includes the interpretation, interpolation or extrapolation of data from discrete sampling and/or observation locations and/or discrete times, the Client accepts and agrees that these data may not represent actual conditions at other such locations or at other times and that SLR's conclusions and recommendations based on such data are statements of professional opinion and not statements of fact. Although SLR will carry out such Services and provide its conclusions and recommendations with reasonable skill, care and diligence, it accepts no liability if the actual conditions at other locations or at other times are different from those described in SLR's conclusions or recommendations.

(d) If the Proposal includes construction observation or observation of explorations, then, on the basis of site observations performed, SLR will keep the Client informed as to the progress and quality of the work and shall endeavor to guard the Client against defects and deficiencies in the work and confirm that the work is proceeding in accordance with the contract documents. SLR shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences, or procedures or have safety precautions and programs in connection with the work since these are the contractor's responsibility. Observations provided by SLR are solely for the benefit of the Client.

7. CLIENT RESPONSIBILITIES

(a) The Client shall ensure that its employees, agents, other consultants, and contractors act reasonably and give such assistance and co-operation as shall reasonably be required by SLR in the performance of the Services.

(b) The Client shall ensure that its decisions, instructions, consents, or approvals on or to all matters properly requiring such shall be given in such reasonable time so as not to delay or disrupt the performance of the Services by SLR.

(c) Client shall arrange for access to and make all provisions for SLR to enter upon public and private property as required for SLR to perform the Services. SLR will assist Client in obtaining access, if requested by Client and is part of the Proposal. Client, at its expense, shall furnish approvals and permits from all governmental authorities having jurisdiction over the Client's project and such approval and consents from others as may be necessary for completion of the Services, unless otherwise arranged for in writing with SLR.

(d) Client is responsible for informing SLR of the locations of any underground structures or utilities. Client will provide all necessary and relevant data and information, including underground services, structures or artificial obstructions and details of the services to be performed by any contractors or consultants, and shall ensure such data is accurate and complete. SLR shall be entitled to rely on such information and will not be responsible for any damage to underground services, structures or obstructions or for any damage, claims, expenses or loss arising as a result of such excavating, boring, probing or the like below existing ground level, unless the locations of the underground services, structures or artificial obstructions on Site are accurately shown on the Client furnished drawings or plans. SLR will not be responsible for inadvertent damage to underground structures or utilities that were not made known to SLR prior to the start of obtrusive activities such as digging or drilling.

(e) The Client acknowledges that it has a duty of care with respect to the health and safety of SLR's employees while they are on the Client's premises or on sites controlled by the Client and confirms it will comply with all applicable health and safety legislation. The Client acknowledges SLR's right to stop work under any circumstances where SLR or its employees consider commencing or continuing their activities would either be unsafe or pose an unacceptable risk to themselves or others. In such circumstances the Parties will engage as soon as is practicable to agree a resolution to allow work to resume.

(f) Client agrees to advise SLR upon execution of this Agreement of any hazardous substance or material or any other condition, known or that reasonably should be known by Client, existing in, on, or near the site that presents or may present a potential danger to human health, the environment, or SLR's equipment. Client agrees to notify SLR immediately of new, different, or additional information, as it becomes available to the Client. Client shall also, upon execution of this Agreement, provide SLR with copies of any written emergency response procedures for the site as well as information about any safety or other hazards at the site, and a copy of any written health and safety program that may exist for the site.

8. FORCE MAJEURE: Neither Party to this Agreement shall be liable to the other Party for delays in performing the Services that may result from strikes, riots, war, acts of terrorism, acts of governmental authorities, extraordinary weather conditions or other natural catastrophe, or any other cause beyond the reasonable control or contemplation of either Party ("Force Majeure"). Occurrence of a Force Majeure event does not relieve Client of its payment obligations for Services previously rendered hereunder.

9. HAZARDOUS SUBSTANCES: If state or federally regulated hazardous, toxic or dangerous wastes as defined by state or federal regulations (hereinafter "Wastes") are encountered at the site, and if these Wastes require handling, transportation or disposal at an off-site facility, SLR may assist in advising the Client of the Client's options. However, SLR will not "arrange" (as defined in 42 U.S.C. 9607) for disposal of, accept title to, sign manifests for, take control of, or be deemed a "generator" of any Wastes. Client shall defend, indemnify and hold SLR harmless from any claims, damages, fines and fees, litigation or expenses, arising out of or in any way related to the presence of Wastes on or beneath the site where the Services are to be performed, or the handling, transportation and disposal of any Wastes" in the course of SLR's performance of this Agreement, including any repair, cleanup or detoxification thereof, or preparation and implementation of any removal, remedial, response, closure or other plan with respect thereto (regardless of whether undertaken due to governmental action). This indemnity of SLR is intended to operate as an agreement pursuant to, but not limited to, Section 107(e) of the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA") 42 U.S.C. Section 9607(e), to hold harmless, defend and indemnify SLR from liability in accordance with this section.

10. NO WARRANTY, NO THIRD-PARTY BENEFICIARIES: NO WARRANTY, EXPRESS OR IMPLIED, IS MADE OR INTENDED BY THIS AGREEMENT OR BY OUR ORAL OR WRITTEN REPORTS PROVIDED PURSUANT TO THIS AGREEMENT. It is recognized that the Services performed by SLR are for the benefit of the Client and no other entity. There are no collateral warranties made hereunder and there are no third-party beneficiaries to this Agreement.

11. INTELLECTUAL PROPERTY RIGHTS AND DELIVERABLES: All hard paper copies of deliverables, including, and limited to, any and all reports, drawings, plans, and specifications prepared by SLR hereunder shall be delivered to Client upon final payment for SLR's Services. Deliverables may not be used or reused by Client, its employees, agents, or subcontractors in any extension of the Services or on any other project or any other use without the prior written consent of SLR, and any such use shall be at Client's own risk. All originals of such deliverables shall remain in possession of and the property of SLR. Copies of any electronic media of originals of any of SLR's deliverables, such as designs, specifications, calculations, CAD documents, etc., shall not be made available unless a specific agreement is made to the contrary in the Proposal. All the drawings, plans, specifications, and deliverables prepared by SLR are instruments of SLR's service, and SLR shall be deemed the author of them and will retain all common law, statutory, and other reserved rights, including copyright, to them.

12. TAXES: Any charges payable under this Agreement are exclusive of any applicable taxes, tariff surcharges or other like amounts assessed by any governmental entity arising as a result of the provision of the Services by the SLR to the Client under this Agreement and such shall be payable by the Client to the SLR in addition to all other charges payable hereunder. Notwithstanding the foregoing, each Party is responsible for the payment of all taxes assessed on its own business operations, such as income or franchise taxes.

13. ASSIGNMENT: Neither SLR nor Client shall assign this Agreement (except Accounts Receivable) without the prior consent of the other Party, which shall not be unreasonably withheld. SLR may, however, employ any other Party or entity it deems necessary or proper for any part of the work required to be performed by SLR under the terms of this Agreement. Notwithstanding the foregoing, either Party may assign this Agreement to a successor in interest or affiliate upon notice to the other party.

14. INDEMNITY: Each Party shall indemnify the other Party, its officers, directors, partners, employees, and representatives, from and against losses, damages, and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are found to be caused by a negligent act, error, or omission of the indemnifying Party in the performance of services under this Agreement. Each Party has an affirmative obligation to notify the other Party of any claims of injury or damage subject to this indemnity. Such indemnity shall exclude damages to the extent they arise as a result of any grossly negligent actions or omissions, willful or reckless misconduct, or fraud by the indemnified Party or its employees, officers, owners, directors or agents. Each party hereto hereby waives any and every claim which arises or may arise in its favor and against the other party hereto which arises during the course of performance hereunder, for any and all loss or damage, which loss or damage is covered by valid and collectible insurance policies, to the extent that such loss or damage is recoverable under such policies.

15. DISPUTES: (a) If any dispute, difference or claim arises out of or in connection with this Agreement (including any question regarding its existence, validity or termination) a representative from SLR and a representative of the Client with authority to settle the dispute will, within seven days of a written request from one Party to the other, meet in good faith to resolve the dispute or difference. (b) If agreement in respect of the dispute or disagreement cannot be reached at such meeting or within such time period after the meeting agreed by the Parties, then such dispute or difference shall be addressed through mediation. Within a reasonable time, the Parties shall seek the assistance of a Mediator agreed by the Parties and shall share the costs thereof. (c) If no settlement has been reached within three months of the first appointment of a Mediator or such other date as agreed between the Parties, the mediation shall be deemed to have been unsuccessful and the dispute may be resolved by appropriate litigation, subject to the choice of law, jurisdiction, and venue provisions contained herein. (d) Any claim of whatever nature brought by Client against SLR shall be brought not later than two years after the date of substantial completion of SLR's services hereunder or the expiration of the appropriate statute of limitations, whichever is earlier. (e) In the event of litigation under this Agreement, the prevailing Party shall be entitled to reasonable attorneys' and experts' fees and other costs and expenses incurred directly or indirectly at trial, or appeal. Neither Party shall be entitled to the recovery of expert or attorneys' fees, or their respective costs or expenses, as a result of mediation of a dispute

16. LIMIT of LIABILITY: The entire liability of SLR and SLR's agents, representatives and employees shall be limited to \$50,000 or the total amount actually paid to SLR by the Client for Services performed under the Proposal pursuant to which the claim arose, whichever is lower.

17. CONSEQUENTIAL DAMAGES: In no event shall either Party to this Agreement be liable for any lost profits or revenue; loss of use or opportunity; loss of good will; costs of substitute facilities; cost of capital; or for any special, consequential, indirect, or punitive damages.

18. CONFIDENTIALITY AND PROTECTION OF DATA: Any proprietary data provided by either Party to the other will be kept strictly confidential, will only be accessible to selected staff, and will only be used for the performance of each Party's obligations hereunder. In addition, each Party will comply with its obligations under applicable data protection legislation in the jurisdiction in which it operates. If no such legislation exists, SLR confirms it will comply with the requirements of the UK Data Protection Act 2018 in respect of any personal data provided to it by the Client and reserves the right to seek confirmation of the data protection procedures the Client will apply to personal data provided by SLR.

19. INDEPENDENT CONTRACTOR: SLR is an independent contractor. Neither SLR nor its employees, agents or subcontractors are to be construed as the agents, servants, partners, joint venturers, or employees of Client or to have authority to act for or on behalf of the Client. Without limiting the generality of the foregoing, nothing in this Agreement shall authorize SLR to make any contract, agreement, warranty, or representation on behalf of Client or to incur any debt or other obligation in Client's name.

20. NON-WAIVER: The failure of any Party to enforce its rights under any provision of this Agreement shall not be construed to be a waiver of such provision. No waiver of any breach of this Agreement shall be held to be a waiver of any other breach.

21. ENTIRE AGREEMENT, ORDER OF PRECEDENCE, SURVIVAL: This Agreement constitutes the entire agreement between Client and SLR regarding the Services and supersedes all prior or contemporaneous oral or written representations or agreements. This Agreement shall not be modified except by a document signed by both Parties and in writing. In the event of any inconsistency between any of the documentation which makes up this Agreement, the Agreement shall be interpreted in the following order of priority: (1) the Proposal, together with agreed amendments or modifications thereto; (2) this Agreement, as amended by the Parties. All obligations arising prior to the termination of this Agreement (including without limitation the provisions of Section 11) and all provisions of this Agreement allocating responsibility or liability between Client and SLR shall survive the completion of Services hereunder and the termination of this Agreement.

22. COMPLIANCE WITH BRIBERY ACT: Client must hereby agree that it: shall comply with the U.S. Foreign Corrupt Practices Act (the "FCPA"), and (because the parent company of SLR is headquartered in the United Kingdom) the UK Bribery Act 2010 (the "Bribery Act") and shall procure that no persons associated with the Client (including an employee, sub-contractor or agent or other third Party working on behalf of the Client or any Group Company) ("Associated Person") shall commit any offense that would violate either the FCPA or the Bribery Act or any act which would constitute a Bribery Offence (as defined in the Bribery Act); (b) has in place, and shall maintain until termination of this Agreement, adequate procedures designed to prevent any Associated Person from committing a violation of the FCPA or a Bribery Offence; (c) shall not do or permit anything to be done which would cause SLR or any of SLR's employees, sub-contractors or agents to commit a violation of the FCPA or a Bribery

Offence or incur any liability in relation to the FCPA or the Bribery Act; and (d) shall notify SLR immediately in writing if it becomes aware or has reason to believe that it has, or any of its Associated Persons have, breached or potentially breached any of the Client's obligations under this clause. Such notice to set out full details of the circumstances concerning the breach or potential breach of the Client's obligations.

23. NON EXCLUSIVITY: Client understands and acknowledges that SLR has other business interests in addition to the Services to be performed under this Agreement, and, subject to any applicable restrictions on the use of Client provided information, SLR shall not be prevented or barred from rendering services of any nature for or on behalf of any other person, firm, corporation or entity.

24. SUCCESSOR INTERESTS: The covenants, conditions and terms of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, personal representatives, successors and assigns of the Parties hereto.

25. TERMINATION OR SUSPENSION: Either Party may terminate this Agreement upon ten (10) days written notice to the other. Either Party may terminate this Agreement in the event of a material breach by the other Party but only if said breach is through no fault of the terminating Party and said breach is not corrected before expiration of a reasonable cure period. The Client may at any time by not less than two (2) weeks' notice require SLR to suspend the performance of all or any part of the Services for a specified or unspecified period. On notice of suspension of all or any part of the Services SLR shall cease such suspended Services in an orderly and economical manner compatible with a possible order to restart. If this Agreement is suspended or terminated for any reason, Client shall pay SLR for all Services and Extra Services previously authorized and performed up through the termination date. If Client requests a restart of the Services following a suspension of greater than ninety days, SLR may charge the Client a reasonable restart fee.

26. CHOICE OF LAW: The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the State of Washington, without giving effect to its conflict of laws principles, and any litigation hereunder shall be brought in the state or federal courts located within the State of Washington.

27. COUNTERPARTS: This Agreement may be executed in counterparts (and by electronic means, e.g., DocuSign), each of which shall be deemed an original, but all of which together will constitute one and the same instrument.

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