

First Selectman

From: Michael Dubreuil <dubreuilm@gmail.com>
Sent: Wednesday, February 1, 2023 6:16 PM
To: First Selectman; Denise Turner; Deborah Bates; Rosemary Coyle; Jason LaChapelle
Subject: February 2nd Meeting
Attachments: CSCBC Tracker - Budget.pdf

To the Board of Selectmen,

I have reviewed the January 24, 2023 Senior Center Building Committee meeting minutes. There's two very serious issues that should really be resolved prior to voting on the construction contract.

A.) "There are conflicts between the budget received from finance and what the committee is showing."

As I've stated in an earlier correspondence, the construction contract includes a Payment Bond for \$8.625 million; of which the town is on the hook for. That's 90% of the budget. We really need to see the Finance Department and Committee work out an accurate budget prior to the vote. If they can't do that- this vote should not happen. I have attached my budget tracker that I believe is accurate and would be willing to answer any questions about it.

B.) "Value engineering cannot be negotiated prior to the contract being signed. After the contract is signed it can be discussed and all parties involved can work to determine a firm cost that can be brought to the BOS & BOF for them to then decide what avenue they choose to address the shortfall."

There's several issues with this statement:

- 1.
- 2.
3. In December of 2022, we heard in a court case
4. that this project won't exceed its budget. So it's premature to address any budget shortfall.
- 5.
- 6.
- 7.
8. Now the real issue is that we know #1 is not
9. realistic. That's why the CSCBC came to the BOS for \$976k in November of 2022. It's why in January of 2023 they are continuing to say there's a shortfall.
- 10.
- 11.
- 12.
13. The only firm cost is the \$8.625M Payment Bond,
14. any amount lower is wishful thinking. There's nothing in the contract that requires BRD Builders to accept a lower amount of money.
- 15.
- 16.
- 17.
18. Essentially they are saying we need to spend
19. the money before we figure out how to afford the money. If that's not fiscal irresponsibility- I don't know what is.
- 20.

This project needed a supplemental referendum in October of 2022; that didn't happen. Nothing has changed. We don't have a budget and the CSCBC knows they don't have enough money for this building. It's irresponsible to vote on the construction contract on February 2nd.

Please include this in the February 2nd correspondence, including the attachment. Thank you.

Michael Dubreuil

180 Woodbine Rd, Colchester

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First Selectman

From: First Selectman
Sent: Monday, February 13, 2023 9:13 AM
To: Jason LaChapelle
Cc: Denise Turner; Deborah Bates; Rosemary Coyle; ARPA; Valerie Geato
Subject: RE: Helping our citizens

Hi Jason,

The ARPA Committee will be making a recommendation on how to appropriate the remaining ARPA funds. It will then come to the Board of Selectmen for an overall vote. At that point, any one Board member can make a recommendation – including increasing or decreasing a particular line item.

I also recommend speaking with Val Geato, Youth & Social Services, to discuss the amount of funds the Town has in relation to heat and groceries. It is my understanding that the Town is in an extremely well-off position – so all citizens should have access to any services that they may need. If Val believes that \$300,000 in ARPA funds should go to social services – then let's vote together on that amount when the ARPA funds come to a vote.

Sincerely,

Andreas Bisbikos
First Selectman

From: Jason LaChapelle <jLaChapelle@colchesterct.gov>
Sent: Monday, February 13, 2023 8:58 AM
To: First Selectman <selectman@colchesterct.gov>
Cc: Denise Turner <dturner@colchesterct.gov>; Deborah Bates <dBates@colchesterct.gov>; Rosemary Coyle <rcoyle@colchesterct.gov>; ARPA <arpa@colchesterct.gov>
Subject: Helping our citizens

Andreas,

During the campaign you made a promise to give \$1,000,000 of ARPA funds back to the citizens in the form of gift cards that could be used at local business. Once you got into office and learned more you realized that would be not feasible nor worth the cost. As part of that whole conversation, every member of the Board of Selectmen agreed that \$300,000 to Social Services to help our citizens was a good idea. Where are those funds?

Many of our citizens are struggling. Electricity rates just doubled with many citizens paying upwards of \$500 a month (or more!) on their new electric bills. Heating oil is up, groceries are up, fuel is up, quite literally everything is up except for their wages. To quote you from your latest Facebook post "Some folks can't afford to heat their homes AND purchase meds or heat their homes AND buy groceries". Isn't it time we give them back THEIR tax dollars so they CAN purchase meds, heat their homes, and pay their groceries? You rushed the ARPA committee to get the bail out money to our small businesses shouldn't we show the same urgency for our citizens who are struggling? They don't have the option of closing their doors, or not reopening. If they can't pay their bills, their lights get turned off and they can't fill their oil tank. It's their money and many could really use it just to help keep their lights on.

Please include this as correspondence in the next BOS meeting packet.

Thank you,

Jason LaChapelle
Board of Selectmen

First Selectman

From: Jessica Engster <jess.engster@gmail.com>
Sent: Sunday, February 12, 2023 11:42 AM
To: First Selectman
Subject: Re: [Colchester CT] Colchester Community Theater Support (Sent by Jessica Engster, jess.engster@gmail.com)

Amazing. Thank you for the email response, it's very much appreciated!

Sent from my iPhone

On Feb 11, 2023, at 5:49 PM, First Selectman <selectman@colchesterct.gov> wrote:

Hi Jess,

I'm 100% behind finding a solution to the insurance concern. Please see Tiffany Quinn's statement below:

I want to take a minute to assure you that we are fully committed to helping Colchester Community Theatre and Colchester Choir and Orchestra succeed. We value their contributions to Colchester, including the countless volunteer hours, professional productions, and the incredible learning opportunities for people of all ages and abilities.

When the concern about insurance coverage was raised, we made it a priority to work collaboratively with all of the people involved to research solutions and options to make these organizations even stronger.

Together, we have shared ideas including municipal and private arts commissions. We are optimistic that this could be the start of a strong organization that could include all art forms and disciplines. More importantly, with deep roots in the arts and so many talented people, we believe this would benefit the entire community.

The challenge we face is finding a way to meet the insurance requirements. To provide some clarity, these are the parameters we need to work within:

To be covered by the Town's liability insurance, the event, program, or activity, including its employees, and volunteers, must operate under the direction, control, and management of the Town. It also has to be under the control and oversight of a Town budget or account.

The questions that determine if something meets these requirements are:

1. Who is directing, managing, and controlling the event, program?

2. Does it fall under a Town department's own budget?

It is important that we find solutions that prevent these organizations, their employees volunteers, and the Town from liability exposures. We are wholeheartedly committed to working together to finding these solutions.

If you would like to ask questions, discuss ideas or suggestions, please reach out. We are happy to help.

We hope you all enjoy your weekend and this incredible weather.

Thank you,
Tiffany Quinn, Director
Colchester Parks and Recreation
(860) 537-7297

From: Contact form at Colchester CT <cmsmailer@civicplus.com>
Sent: Friday, February 10, 2023 9:22 AM
To: Andreas Bisbikos <abisbikos@colchesterct.gov>
Subject: [Colchester CT] Colchester Community Theater Support (Sent by Jessica Engster, jess.engster@gmail.com)

Hello abisbikos,

Jessica Engster (jess.engster@gmail.com) has sent you a message via your contact form (<https://www.colchesterct.gov/user/30/contact>) at Colchester CT.

If you don't want to receive such e-mails, you can change your settings at <https://www.colchesterct.gov/user/30/edit>.

Message:

Dear First Selectman,

I am a new(ish) Colchester resident by association - my family moved to Amston in 2017 prior to the birth of my first son. Since, we have very much enjoyed being part of both the Colchester and Hebron communities and all the wonderful facilities and businesses in the area. One of the most enjoyable groups for me - as a displaced actress from the west coast - is the Colchester Community Theater. There is not an organization on the community level within 50 miles that has the same caliber of theater in my opinion. I was overjoyed to find such a professional operation in my area. I have participated in every show since moving (with the exception of "Young Frankenstein," due to scheduling issues). I was even in "Oliver" while seven months pregnant.

I'm contacting you, and the Board of Selectmen, because recently the CCT board noted that the Town insurance no longer applies, and that there may be concerns in Parks & Recreation funding in the future. Please, please reconsider keeping CCT on the town budget and insurance policy. The amount of people - adults, children, everyone - affected positively by CCT is immeasurable. The quality of performances, the impact on the community - also priceless.

I beg of you, please prioritize the arts in our community. Please Mr. Bisbikos, keep CCT going so that my children (now 2 and 5) will have a place to share their talent should they so desire, without having to travel to Branford or New Haven for equitably good quality talent and production value.

I appreciate your time and consideration.

Sincerely,

Jess Engster

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First Selectman

From: montelks@comcast.net
Sent: Saturday, February 11, 2023 6:52 PM
To: Tiffany Quinn; Rosemary Coyle; Denise Turner; Jason LaChapelle; Deborah Bates; Andreas Bisbikos; 'Diane Ozmun'; 'Ronald A. Goldstein, Esq'; 'John Ringo'
Cc: ParksandRec
Subject: RE: Supporting the arts in Colchester

Tiffany,
Colchester Choir and Orchestra appreciates your acknowledgement of the importance of our presence in the Community, and your commitment to work with us to find a way to continue. We look forward to our meeting on Feb. 21st.
Thank you.
Karen Monteleone, President
Colchester Choir and Orchestra

TIFFANY BACK A THANK YOU FOR ACKNOWLEDGING THE IMPORTANCE OF CCO IN THE COMMUNITY AND FOR THEIR COMMITMENT TO WORK WITH US TO FIND A WAY TO CONTINUE. (or something similar.) Is that OK?
Thanks.k.

From: Tiffany Quinn <RecDirector@colchesterct.gov>
Sent: Friday, February 10, 2023 8:10 PM
To: Rosemary Coyle <rcoyle@colchesterct.gov>; Denise Turner <dturner@colchesterct.gov>; Jason LaChapelle <jLaChapelle@colchesterct.gov>; Deborah Bates <dBates@colchesterct.gov>; Andreas Bisbikos <abisbikos@colchesterct.gov>; Diane Ozmun <dozmun@snet.net>; Ronald A. Goldstein, Esq <rgoldstein@rglawllc.com>; John Ringo <jringo25@comcast.net>; montelks@comcast.net
Cc: ParksandRec <ParksandRec@colchesterct.gov>
Subject: Supporting the arts in Colchester

I want to take a minute to assure you that we are fully committed to helping Colchester Community Theatre and Colchester Choir and Orchestra succeed. We value their contributions to Colchester, including the countless volunteer hours, professional productions, and the incredible learning opportunities for people of all ages and abilities.

When the concern about insurance coverage was raised, we made it a priority to work collaboratively with all of the people involved to research solutions and options to make these organizations even stronger.

Together, we have shared ideas including municipal and private arts commissions. We are optimistic that this could be the start of a strong organization that could include all art forms and disciplines. More importantly, with deep roots in the arts and so many talented people, we believe this would benefit the entire community.

The challenge we face is finding a way to meet the insurance requirements. To provide some clarity, these are the parameters we need to work within:

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The questions that determine if something meets these requirements are:

1. Who is directing, managing, and controlling the event, program?
2. Does it fall under a Town department's own budget?

It is important that we find solutions that prevent these organizations, their employees volunteers, and the Town from liability exposures. We are wholeheartedly committed to working together to finding these solutions.

If you would like to ask questions, discuss ideas or suggestions, please reach out. We are happy to help.

We hope you all enjoy your weekend and this incredible weather.

Thank you,
Tiffany Quinn, Director
Colchester Parks and Recreation
(860) 537-7297



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First Selectman

From: First Selectman
Sent: Saturday, February 11, 2023 5:48 PM
To: Susie Milner
Subject: RE: CCT

Hi Susie,

Thank you for the picture, it is an honor to be part of the production. I'm 100% behind finding a solution to the insurance concern. Please see Tiffany Quinn's statement below:

I want to take a minute to assure you that we are fully committed to helping Colchester Community Theatre and Colchester Choir and Orchestra succeed. We value their contributions to Colchester, including the countless volunteer hours, professional productions, and the incredible learning opportunities for people of all ages and abilities.

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Thank you,
Tiffany Quinn, Director

Colchester Parks and Recreation
(860) 537-7297

From: Susie Milner <susiemilner@gmail.com>
Sent: Friday, February 10, 2023 8:03 PM
To: First Selectman <selectman@colchesterct.gov>
Subject: CCT

Hello Andreas! Thanks for visiting our rehearsal for Young Frankenstein tonight! Here's a picture I took of you on the stage!

I hope you'll support CCT regaining insurance coverage through the town. This is such an important program that reflects so positively on Colchester. Thousands of kids have benefited from the summer program and the same for adults in the winter productions. It is the best thing I have ever done in Colchester in my 15 years in town.

Thanks for your support of our show! Hope you come out and see it next weekend - you won't believe how much we polish it in the next seven days!

Susie

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First Selectman

From: First Selectman
Sent: Saturday, February 11, 2023 5:49 PM
To: claire.galarneau@uconn.edu
Subject: RE: [Colchester CT] Colchester Community Theatre Sponsorship (Sent by Claire Galarneau, claire.galarneau@uconn.edu)

Hi Claire,

I'm 100% behind finding a solution to the insurance concern. Please see Tiffany Quinn's statement below:

I want to take a minute to assure you that we are fully committed to helping Colchester Community Theatre and Colchester Choir and Orchestra succeed. We value their contributions to Colchester, including the countless volunteer hours, professional productions, and the incredible learning opportunities for people of all ages and abilities.

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Thank you,
Tiffany Quinn, Director
Colchester Parks and Recreation
(860) 537-7297

From: Contact form at Colchester CT <cmsmailer@civicplus.com>
Sent: Friday, February 10, 2023 5:07 PM
To: Andreas Bisbikos <abisbikos@colchesterct.gov>
Subject: [Colchester CT] Colchester Community Theatre Sponsorship (Sent by Claire Galarneau, claire.galarneau@uconn.edu)

Hello abisbikos,

Claire Galarneau (claire.galarneau@uconn.edu) has sent you a message via your contact form (<https://www.colchesterct.gov/user/30/contact>) at Colchester CT.

If you don't want to receive such e-mails, you can change your settings at <https://www.colchesterct.gov/user/30/edit>.

Message:

Good Afternoon Andreas Bisbikos,

I hope this email finds you well. I am reaching out on behalf of Colchester Community Theatre to address the recent loss of sponsorship from the Town.

My name is Claire and I am currently a Junior business student at UConn. I grew up and still live in Colchester, and CCT has been a predominant part of my life since I was 11 years old. I can confidently say that this theater program has shaped me into the person I am today, and many people on the board of directors including Diane Ozmun and Wallis Johnson have been my greatest role models. This program took a quiet, introverted kid and taught me to express myself confidently and creatively.

I was shocked to hear that CCT was dropped from the Town insurance, and am fearful of what this may mean for the program. I have been looking forward to my college graduation in December, as I will have the opportunity to participate in next year's CCT show after 3 years away at UConn.

While I recognize the many responsibilities that our Board of Selectmen takes on, I urge you to please reconsider the sponsorship of CCT. To lose Colchester Community Theatre is to lose a family of people who have brought nothing but fun and creativity to our town.

Thank you for taking the time to read this email-- I am hopeful that my words will hold some value.

Best,
Claire Galarneau

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First Selectman

From: Jason LaChapelle
Sent: Monday, February 13, 2023 7:49 AM
To: First Selectman
Cc: Rosemary Coyle; Denise Turner; Deborah Bates
Subject: Fw: First Selectman's Office

Please include this email as correspondence as requested at our previous meeting.

From: Jason LaChapelle <jLaChapelle@colchesterct.gov>
Sent: Friday, February 3, 2023 10:40 AM
To: First Selectman <selectman@colchesterct.gov>
Cc: Rosemary Coyle <rcoyle@colchesterct.gov>; Denise Turner <dturner@colchesterct.gov>; Deborah Bates <dBates@colchesterct.gov>; Franchesca Brown <fbrown@colchesterct.gov>; Mary Jane Slade <mjslade@colchesterct.gov>
Subject: Re: First Selectman's Office

Andreas,

No matter how much you wish to will it into existing, every question asked of you is not some conspiracy. Please just provide the information I asked for.

Thank you,

Jason LaChapelle
Board of Selectmen

From: First Selectman <selectman@colchesterct.gov>
Sent: Friday, February 3, 2023 9:44 AM
To: Jason LaChapelle <jLaChapelle@colchesterct.gov>
Cc: Rosemary Coyle <rcoyle@colchesterct.gov>; Denise Turner <dturner@colchesterct.gov>; Deborah Bates <dBates@colchesterct.gov>; Franchesca Brown <fbrown@colchesterct.gov>; Mary Jane Slade <mjslade@colchesterct.gov>
Subject: RE: First Selectman's Office

Hi Jason,

Mary Jane had the day off. Franchesca was not feeling well. I had obligations around town. Yesterday, the office was running from 8 am to 7 pm. The First Selectman's Office has gone above and beyond, including working on the weekends. Leave your conspiracies at the door.

Sincerely,

Andreas Bisbikos
First Selectman

From: Jason LaChapelle <jLaChapelle@colchesterct.gov>

Sent: Friday, February 3, 2023 9:25 AM

To: First Selectman <selectman@colchesterct.gov>

Cc: Rosemary Coyle <rcogle@colchesterct.gov>; Denise Turner <dturner@colchesterct.gov>; Deborah Bates <dBates@colchesterct.gov>

Subject: First Selectman's Office

Andreas -

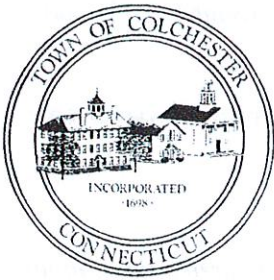
I went into Town Hall today to speak to the registrars (who I now know work on Mondays) and to follow up on a couple of my FOI requests. I was in there at about 9:05am. The First Selectman's office had every light off and the door was locked. There was no note on the door explaining why there was nobody there to help our citizens.

The rest of Town Hall opens at 8:30. You changed your office hours to 9am and still it seems there's nobody in that office for 9am. I am glad to have seen this for myself as I have had dozens of citizens reach out and tell me that they have gone into Town Hall in the morning and/or the evening to find that there's nobody in your office to help them. The citizens are entitled to a government that is open and there to serve their needs, including the First Selectman's office. Their tax dollars directly fund the salaries of everyone providing them those services, including yours and those who work in your office.

In light of this I am asking that you instruct the employees responsible for my recent FOI requests regarding employees of the First Selectman's office to expedite those requests. I am also asking that you add an item to our next meeting to go into executive session to discuss these matters.

Thank you,

Jason LaChapelle
Board of Selectmen



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

Andreas Bisbikos, First Selectman

Board of Selectmen Special Meeting Minutes

Thursday, February 2nd, 2023, at 7 PM

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

Also Present: P. Watts (Senior Center Director), Sgt. Z. Cash (Resident State Trooper)

1. Call to Order – Meeting called to order at 7 PM by A. Bisbikos
2. Pledge of Allegiance
3. Correspondence
4. Citizens Comments
 - B. Hayn spoke about the property on 120 South Main Street. K. Hasting spoke about the Senior Center project. G. Transue spoke about respecting the work of volunteers. C. O'Donal spoke about the Senior Center project. M. Hayes spoke about the Finance Department. M. Rudko spoke about the Senior Center project. M. Dubreuil spoke about the Senior Center project. B. Dennler spoke about the Finance Department. J. Ford spoke about 120 South Main Street and the Senior Center project.
5. Senior Center Contract
 - A. Motion to award a construction contract with BRD Builders, LLC, in the amount of \$8,625,000.00 for the construction of the new Senior Center as described in plans and specifications as prepared by Silver/Petrucelli & Associates, and in accordance with the bid documents and allow the First Selectman to sign all necessary documents.
 - R. Coyle made a motion to award a construction contract with BRD Builders, LLC, in the amount of \$8,625,000.00 for the construction of the new Senior Center as described in plans and specifications as prepared by Silver/Petrucelli & Associates, and in accordance with the bid documents and allow the First Selectman to sign all necessary documents. 2nd by D. Bates. ***Motion carried 4-0-1, with J. LaChapelle abstaining.***
6. Consent Agenda
 - A. Approve the 1/19/23 Board of Selectmen Special Meeting minutes and the 1/23/23 ARPA - Board of Selectmen – Joint Special Meeting
 - B. Accept the reappointment of Gina Kunst to the Eastern Regional Tourism District (ERTD) with a term to expire 1/2/2026.
 - C. Accept the reappointment of Theodore Fuini to the Open Space Commission with a term to expire 3/31/26.
 - D. Possible action to approve of the contract with Anne Beauregard for Exercise Anne, beginning 2/1/23 and ending 6/30/23 as recommended by Patty Watts (annual agreement)
 - E. Possible action to approve of the contract with Anne Beauregard for Sittercize Instructor, beginning 2/1/23 and ending 6/30/23 as recommended by Patty Watts (annual agreement)

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2023 FEB - 8 PM 3:41
Gayle Furman
TOWN CLERK

- F. Possible action to approve of the contract with Susan McCaffery for Yoga Instructor, beginning 2/1/23 and ending 6/30/23 as recommended by Patty Watts (annual agreement)
- G. Possible action to approve of the contract with Independent Elevator for Regular Maintenance Twice a Year (annual agreement)
- H. Accept the appointment of Tyler Molcan as Tree Warden with a term to expire 1/5/2024.
 - D. Bates made a motion to move the Consent Agenda. 2nd by D. Turner. ***Motion carried unanimously 5-0***

7. Agreements

- A. Possible action to approve of the ARPA Rural Roads Grant Agreement and have the First Selectman sign all necessary documents as recommended by the Colchester Police Department
 - R. Coyle made a motion to approve of the ARPA Rural Roads Grant Agreement and have the First Selectman sign all necessary documents as recommended by the Colchester Police Department. 2nd by J. LaChapelle. ***Motion carried unanimously 5-0***
- B. Possible action to approve of the Addendum to Contract for Professional Services between UHY and The Town of Colchester, which includes the utilization of ARPA funds not to exceed \$30,000 and have the First Selectman sign all necessary documents.
 - R. Coyle made a motion to approve of the Addendum to Contract for Professional Services between UHY and The Town of Colchester, which includes the utilization of ARPA funds not to exceed \$30,000 and have the First Selectman sign all necessary documents. 2nd by D. Bates. ***Motion carried unanimously 5-0***

8. Conversation on Colchester's 325th Birthday Party with Tiffany Quinn

- T. Quinn will come back to the Board with ideas and recommendations at the next meeting.

9. Policies

- A. Possible action to approve the Naming Facilities/Areas and Recognition draft.
 - Discussion with the BOS ensued. R. Coyle and J. LaChapelle will return with new recommendations at a future meeting.
- B. Nip Bottle Disbursement Policy Discussion
 - Discussion with the BOS ensued. A. Bisbikos spoke about utilizing the funds for a street sweeper or catch basins. R. Coyle suggested getting feedback from department heads. Will continue review at a future meeting.

10. Citizens Comments

- C. Russi spoke about the 325th Birthday Party and the Senior Center project. R. Silberman spoke about the Nip Bottle Disbursement Policy. S. Armstrong spoke about the current Youth Center Building. M. Dubreuil spoke about the Senior Center project. S. Gillespie spoke about fundraising for the Senior Center project. B. Dennler spoke about the Finance Department. D. Lambert spoke about the Senior Center project.

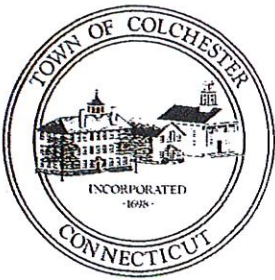
11. First Selectman's Report - A. Bisbikos will provide the report in an email blast and on social media.

12. Liaison Reports

- J. LaChapelle provided Board of Education budget updates.
- R. Coyle provided an update on the ARPA Committee – survey and evaluation process was worked on
- R. Coyle provided an update on Chatham Health – budget is being worked on and an employee is leaving; the FDA Code will result in changes, including a digital platform being implemented; Federal Bill related to vaccinations is expiring, which will affect funds to Chatham Health

13. Adjourn – D. Turner made a motion to adjourn. 2nd by D. Bates. ***Meeting adjourned at 9:05 PM***

Minutes submitted by F. Brown



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

Andreas Bisbikos, First Selectman

Board of Selectmen Special Meeting Minutes

Monday, February 6th, 2023, at 6:30 PM

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

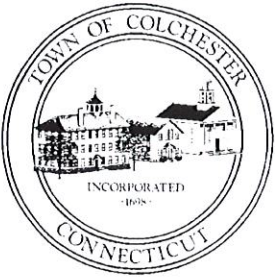
Member Absent: J. LaChapelle

Also Present: D. Sorrentino

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Gayle Furman
TOWN CLERK

1. Call to Order – Meeting called to order at 6:33 PM
2. Pledge of Allegiance
3. Citizens Comments
 - D. Bouchard commented on the Human Resource Director position.
4. Possible Action to approve of the Human Resource Director (Part-Time) Offer Letter – No action.
5. Executive Session
 - R. Coyle made a motion to enter executive session. 2nd by D. Turner. *Motion carried unanimously 4-0.* Entered executive session at 6:38 PM
 - A. Building Official Interviews
 - Exited executive session at 8:13 PM
6. Possible action regarding Building Official - No action
7. Executive Session
 - R. Coyle made a motion to enter executive session. 2nd by D. Bates. *Motion carried unanimously 4-0.* Entered executive session at 8:14 PM
 - A. Operational Audit Discussion
 - B. Temporary Finance Director Discussion
 - Exited executive session at 8:37 PM
8. Possible action regarding an Operational Audit of the Town and Board of Education – No action
9. Possible Action regarding Temporary Finance Director – No action
10. Adjourn – R. Coyle made a motion to adjourn. 2nd by D. Bates. Meeting adjourned at 8:37 PM

Minutes submitted by F. Brown



Town of Colchester, Connecticut

OFFICE OF THE TAX COLLECTOR

127 Norwich Avenue, Colchester, Connecticut 06415

MEMORANDUM

To: Board of Selectmen
From: Michele Wyatt, Tax Collector
Date: February 9, 2023
Re: Contract for LexisNexis Accurint

Since March 2018 the Tax Department has utilized the on-line software of LexisNexis Accurint. The software provides the office with much needed information to locate residents. Over the years the office has shown to the Board of Finance that the software pays for itself and then some.


LexisNexis Accurint for Government is a powerful investigative tool used by many government agencies. Their advanced data linking technology will allow the Tax Office to gather information, analyze comprehensive and authoritative public records information, allowing us to perform our jobs more efficiently and effectively. Not only does my office benefit from this tool but many departments heads often come to me for assistance.

The plan the office will continue to utilize is the Pay as you go Transactional plan. At a time when many contracts are rising, the company is willing to hold their price. For \$50.00/mo. we will get 50 searches; once we go over the 50 searches each search is between \$0.50 and \$1.00 per search. The office is constantly searching for people on the delinquency list and would like to keep using this tool so that we can stay on track with the offices collections.

Recommended Motion

Motion to approve the continued use of LexisNexis Accurint for Government and authorize the First Selectman to sign the contract and all necessary paperwork.

Respectfully Submitted,


Michele Wyatt

LexisNexis Risk Solutions

SCHEDULE A
Accurint for Government
(Transactional)

Customer Name:	<u>TOWN OF COLCHESTER</u>
Billgroup #:	<u>ACC-1690057</u>
LN Account Manager:	<u>Jaime Miller</u>

This Schedule A sets forth additional or amended terms and conditions for the use of the Accurint for Government services ("LN Services"), as set forth in the services agreement for the LN Services between Customer and the LexisNexis Risk Solutions entity as further defined therein ("Agreement"), to which this Schedule A is incorporated by reference. For purposes of the Agreement and this Schedule A, all applicable LexisNexis Risk Solutions entities shall be individually and collectively referred to as "LN". Customer acknowledges that the services provided under this Schedule A are non-FCRA services.

1. SCHEDULE A TERM

The term of this Schedule A will be 12 months beginning February 1, 2023 (the "Initial Term"). Following the Initial Term, this Schedule A shall automatically renew for additional periods of twelve (12) months (each one, a "Renewal Term"), unless written notice of termination is provided to either party at least sixty (60) days prior to the expiration of the Initial Term or any Renewal Term. If an account is activated after the first day of a calendar month, charges will not be pro-rated.

2. ACCURINT FOR GOVERNMENT FEES

2.1 Customer shall pay the prices detailed in the attached Price Schedule.

2.2 Minimum Payment: Customer shall pay to LN each month the greater of: (i) actual transactional charges or; (ii) the monthly minimum commitment of \$50.00 ("Monthly Minimum Commitment").

3. EXPIRATION

Unless otherwise accepted by LN, the terms herein are valid if the Schedule A is signed by the Customer and received by LN on or before **February 23, 2023**.

4. CLOUD SERVICES

LN is executing a multi-year plan to move certain LexisNexis Risk Solutions products and services to Microsoft Azure Cloud services. Should you have questions regarding this plan, please document and send them via email to cloudquestions@lexisnexisrisk.com.

5. CONFIDENTIAL INFORMATION

This Schedule A contains the confidential pricing information of LN. Customer acknowledges that the disclosure of such pricing information could cause competitive harm to LN, and as such, Customer agrees to maintain this Schedule A in trust and confidence and take reasonable precautions against disclosure to any third party to the extent permitted by local and state law.

AGREED TO AND ACCEPTED BY: TOWN OF COLCHESTER

Signed: _____
Name: _____
Title: _____
Date: _____

February 9, 2023

Accurint for Government
(Updated September 22, 2022)
(Plan 58)

(Pricing is per hit unless otherwise indicated. All features priced \$0.35 or less are not discountable, in addition to any feature indicated as not discountable)

PRICE SCHEDULE (Transactional)	
ACCURINT FOR GOVERNMENT FEATURES	PRICE
Advanced Motor Vehicle Search (charged per search)	\$1.00
Advanced Person Alerts Update	\$0.35
Advanced Person Search	\$0.75
Automated Valuation Model (AVM) Report	\$5.00
Associates ("Next Steps")	\$1.00
Bankruptcies, Liens & Judgments Search (charged per search)	\$0.50
Bankruptcy Search (charged per search)	\$0.25
Bankruptcy Report	\$1.00
Bankruptcy Docket Sheet (\$0.50 For First 5 Pages & \$0.20 Per Page Thereafter) (not discountable)	\$0.50
Bankruptcy Documents (Per Page, Up To Max Charge Of \$6 Per Document) (not discountable)	\$0.20
Boolean Search	\$2.00
Business Credit (charged per search) (not discountable)	\$0.25
Business Credit Report	\$20.00
Business InstantID (charged per search)	\$1.30
Business InstantID & FraudDefender (charged per search)	\$1.30
Business Search (charged per search) (not discountable)	\$0.35
Businesses In The News (not discountable)	\$5.00
Canadian Phones	\$0.40
Civil Courts Search (Report Included) (charged per search)	\$2.00
CLIA Report	\$0.25
Concealed Weapons Permit	\$0.25
Corporation Filings (Report Included Except In Delaware)	\$1.00
Court Search Wizard (Additional Fees May Apply; Orders Are Non-Refundable)	--
-County Civil Lower & Upper Court - 7 Year (not discountable)	\$35.00
-County Civil Lower & Upper Court - 10 Year (not discountable)	\$40.00
-County Criminal - 7 Year (not discountable)	\$25.00
-County Criminal - 10 Year (not discountable)	\$30.00
-Federal Division Civil - 7 Year (not discountable)	\$16.00
-Federal Division Civil - 10 Year (not discountable)	\$25.00
-Federal Division Criminal - 7 Year (not discountable)	\$16.00
-Federal Division Criminal - 10 Year (not discountable)	\$25.00
-Statewide Criminal (not discountable)	\$24.00
Criminal Records (charged per search)	\$1.00
Criminal Records Report	\$1.00
DEA Controlled Substances License Search	\$0.25
Death Records (charged per search)	\$0.25

February 9, 2023

Death Records Report (charged per search)	\$1.00
Delaware Corporations (not discountable)	\$1.00
Delaware Corporations Report (not discountable)	\$11.00
Disclosed Entity Service (charged per search) (not discountable)	\$5.00
Driver Licenses	\$0.75
Dun & Bradstreet Global Market Identifiers Search	\$3.75
Dun & Bradstreet Search (not discountable)	\$0.25
Dun & Bradstreet Report (not discountable)	\$3.75
Email Search Premium (not discountable)	\$0.40
FAA Aircraft (Report Included)	\$0.25
FAA Pilots (Report Included)	\$0.25
Federal Civil Court Records Search (charged per search)	\$2.00
Federal Criminal Court Records Search (charged per search)	\$3.00
Federal Firearms & Explosives	\$0.25
Federal Employer ID Numbers (FEIN)	\$0.50
Fictitious Business Name	\$0.50
Foreclosures Search (Report Included)	\$1.00
Hunting/Fishing Licenses	\$0.25
InstantID Consumer Search (charged per search)	\$0.75
InstantID Consumer & FraudDefender Search (charged per search)	\$1.05
InstantID Q&A (charged per search)	\$1.30
Liens & Judgments (charged per search)	\$0.25
Liens & Judgments Report	\$1.00
Marriages / Divorces Search	\$1.00
Motor Vehicles Search	\$0.75
Motor Vehicles Report	\$1.00
National Motor Vehicle Accident Search & Report (not discountable)	\$3.00
National UCC Filings (Report Included)	\$1.00
NCPDP (National Council for Prescription Drug Programs) Search (charged per search)	\$0.50
NCPDP (National Council for Prescription Drug Programs) Report (charged per search)	\$1.50
Neighbors ("Next Steps") (not discountable)	\$0.25
NPI Data Search (not discountable)	\$0.25
NPI Report	\$0.50
OSHA Investigative Reports Search	\$1.00
Passport Validation (charged per search)	\$1.00
People At Work Search	\$1.00
People In The News (not discountable)	\$5.00
Person Alerts Monitoring (Monthly Monitoring Transactions Per Acct.) (Alerts Charged At Regular Price)	--
-1 - 50	\$3.00
-51 - 250	\$15.00
-251 - 500	\$30.00
-501 - 1,000	\$60.00
-1,001 - 5,000	\$300.00
-5,001 - 25,000	\$1,500.00

-25,001 - 100,000	\$6,000.00
Professional Licenses (Report Included) (charged per search)	\$1.00
Property Deed Search	\$1.00
Property Assessment Search	\$1.00
Property Assessment Report	\$1.00
Property Deed Report (excluding Deed Image)	\$1.00
Property Deed Image (additional charge when ordered from within Property Reports) (not discountable)	\$8.00
Property Search (Property Assessments, Deeds & Mortgages)	\$2.00
Property Report (Property Assessments, Deeds & Mortgages, excluding Deed Image)	\$2.00
Provider Search	\$0.25
Provider Report	\$5.00
Provider Report Card (charged per search)	\$5.00
Provider Sanction Search (charged per search)	\$0.25
Provider Sanction Report	\$5.00
Real Time Person Search (charged per search)	\$3.50
Real Time Phone Search	\$0.50
Relatives ("Next Steps")	\$1.00
Relatives, Neighbors & Associates ("Next Steps")	\$2.00
Relavint Visual Link Analysis (Per Diagram) (not discountable)	\$2.00
Satellite Image Search	\$0.00
SEC Filings Search	\$3.50
Sexual Offenders (Report Included) (charged per search)	\$1.00
SIRIS	\$0.00
USA Patriot Act (charged per search) (not discountable)	\$0.25
Virtual Identity Search & Report	\$2.00
Voter Registrations	\$0.25
Watercraft	\$0.50
Watercraft Report	\$1.00
WorkPlace Locator (not discountable)	\$3.50
Reports	
Asset Report: Property Deeds & Assessments, Vehicle Registrations, Watercraft, FAA Pilots, FAA Aircraft, and UCC Filings.	\$3.50
Business Link Report (charged per search)	\$5.00
Comprehensive Report (Best Value): Summary Report, Associates, Bankruptcy, Concealed Weapons Permits, Criminal Records, DEA Controlled Substances License Search, Driver's Licenses, Email Search Premium, FAA Aircraft, FAA Pilots, Federal Firearms & Explosives License Search, Hunting/Fishing Permits, Liens/Judgments, National Motor Vehicle Accident Search & Report, Neighbors, People at Work, Phones Plus, Possible Education, Professional Licenses, Property, Relatives (3 Degrees), Sexual Offenders, UCC Filings, Vehicle Registrations, Voter Registration and Watercraft.	\$6.00
Additional Report Options:	--
-Real Time Phone Search (not discountable)	\$0.50
Contact Card Report: Summary Report: Names Associated with Subject, Contact List: At Home, At Work, Through Family, Through Associates, Through Neighbors, Possible Relocation, Email Search Premium, Address Summary and Phones Plus (optional).	\$3.50

Entitlement Report: Summary Report, Phones Plus, Bankruptcy, Liens/Judgments, UCC Filings, People At Work, Driver's Licenses, Vehicle Registrations, Property, Watercraft, FAA Pilots, FAA Aircraft, Professional Licenses, Associates, Relatives (3 Degrees), Criminal Records And Sexual Offenders. Results Can Be Restricted By The User To Their Applicable Dates Of Interest.	\$4.00
Finder Report: Address Summary, Others Using SSN, Date/Location Where SSN Issued, Phone Summary, Current Listed Phones, Unverified Phones With Type And Date Indicators, Current Neighbor Phones, Possible Relative Phones (2 Degrees), Possible Associate Phones, Phones At Historical Addresses, Email Search Premium, Bankruptcy Filings And Corporate Affiliations.	\$3.50
Government Location Report (charged per search)	\$1.00
Summary Report: Address Summary, Others Using SSN, Date/Location Where SSN Issued, Census Data, Bankruptcy Indicator, Property Indicator And Corporate Affiliations Indicator.	\$0.50
Comprehensive Address Report: (Base Report Features: Current And Previous Residents And Phones At Address)	\$0.50
Additional Report Options:	--
-Bankruptcy (charged per search)	\$1.00
-Businesses At Address	\$0.25
-Concealed Weapons Permit Search	\$0.25
-Criminal Records Search (charged per search)	\$1.00
-Criminal Records Report	\$1.00
-Driver Licenses At Address	\$0.75
-Hunting/Fishing License Search	\$0.25
-Liens And Judgments (charged per search)	\$0.25
-Motor Vehicles Registered At Address	\$0.75
-Neighborhood Profile (2010 Census)	\$0.50
-Neighbors At Address	\$0.25
-Property Ownership Current / Previous	\$1.00
-Sexual Offenders Search (Report Included) (charged per search)	\$1.00
Comprehensive Business Report (Base Report Features: Name and TIN Variations, Parent Company, and Industry Information)	\$0.50
Additional Report Options:	--
-Associated Businesses	\$1.00
-Associated People	\$1.00
-Bankruptcy (charged per search)	\$1.00
-Business Registrations	\$0.25
-Corporation Filings	\$1.00
-Dun & Bradstreet Records (not discountable)	\$3.75
-FAA Aircraft	\$0.25
-IRS 5500	\$0.50
-Liens and Judgments (charged per search)	\$0.25
-Motor Vehicles	\$0.75
-Properties	\$1.00
-UCC Filings	\$0.50
-Watercraft	\$1.00
Custom Comprehensive Report (Base Report Features: Others Using Same SSN, Date	\$0.50

and Location where SSN Issued, Company Header, Address Summary, Possible Education, Comprehensive Report Summary)	
Additional Report Options:	--
-Associates	\$1.00
-Bankruptcy (charged per search)	\$1.00
-Criminal Records (charged per search)	\$1.00
-DEA Controlled Substances License Search	\$0.25
-Driver Licenses Information	\$0.75
-Email Search Premium (not discountable)	\$0.40
-Federal Firearms & Explosives License Search	\$0.25
-Liens And Judgments (charged per search)	\$0.25
-Motor Vehicle(s) Registration (Watercraft & Boat Trailers Included)	\$0.75
-National Motor Vehicle Accident Search & Report	\$3.00
-Neighborhood Profile (2010 Census)	\$0.50
-Neighbors (Up To 6 Neighbors At 10 Different Addresses)	\$0.25
-People At Work	\$1.00
-Phones Plus	\$0.50
-Professional Licenses (Report Included) (charged per search)	\$1.00
-Properties	\$1.00
-Real Time Phone Search (not discountable)	\$0.50
-Real Time Vehicle Registrations (charged per search) (not discountable)	\$3.50
-Relatives (Up to 3 Degrees of Separation)	\$1.00
-Sexual Offenders (charged per search)	\$1.00
-Supplemental Data Sources (charged per search)	\$1.00
-UCC Filings	\$1.00
Flat Rate Comprehensive Healthcare Business Report (includes Base Report Features and Additional Report Options listed below)	\$10.00
Comprehensive Healthcare Business Report (Base Report Features: Name, Address and Phone Variations; Parent Company, ID Numbers and Industry Information)	\$0.50
Additional Report Options:	--
-Associated Businesses	\$1.00
-Associated People	\$1.00
-Bankruptcy (charged per search)	\$1.00
-Business Phone Matches	\$0.25
-Business Registrations	\$0.25
-Corporation Filings	\$1.00
-Dun & Bradstreet Records (not discountable)	\$3.75
-FAA Aircraft	\$0.25
-IRS 5500	\$0.50
-Liens And Judgments (charged per search)	\$0.25
-Motor Vehicles	\$0.75
-Properties	\$1.00
-Sanctions	\$0.50
-UCC Filings	\$0.50
-Verification	\$0.75
-Watercraft	\$1.00

February 9, 2023

Flat Rate Comprehensive Healthcare Provider Report (includes Base Report Features and Additional Report Options listed below)	\$6.00
Comprehensive Healthcare Provider Report (Base Report Features: Gender, Date of Birth, Social Security Number, Tax ID(s) UPIN and NPI number)	\$0.50
Additional Report Options:	--
-Additional Deceased Data Sources	\$0.00
-Associates	\$0.00
-Bankruptcy (charged per search) (not discountable)	\$0.25
-Business Address Summary	\$0.25
-Business Affiliations	\$0.50
-Business Phone Matches	\$0.25
-DEA Licenses	\$0.25
-Degrees	\$0.00
-Education	\$0.50
-Group Affiliations	\$0.50
-GSA Sanctions (charged per search)	\$0.50
-Hospital Affiliations	\$0.50
-Liens And Judgments (charged per search)	\$0.25
-Medical Licenses (charged per search)	\$1.00
-Possible Criminal Records (charged per search)	\$0.25
-Professional Licenses (charged per search)	\$1.00
-Sanctions (Disciplinary) (charged per search)	\$0.50
-Sexual Offenses (charged per search)	\$1.00
-Specialties	\$0.00
-Verification	\$0.75
Online Batch	
Advanced Person Search	\$0.50
Deceased Person	\$0.25
Address (Single)	\$0.13
Address (Multiple)	\$0.16
Waterfall Phones: Directory Assistance Match, Address And Name Variations, Co-Residents, Phones Plus & Relatives; Add-Ons Possible Relocation, Neighbors & People At Work (Single)	\$0.23
Waterfall Phones: Directory Assistance Match, Address And Name Variations, Co-Residents, Phones Plus & Relatives; Add-Ons Possible Relocation, Neighbors & People At Work (Multiple)	\$0.25
Waterfall Phone with Address (single)	\$0.25
Waterfall Phone with Address (multiple)	\$0.30
Address and/or Phone Confirmation (per input) (single)	\$0.03
Address and/or Phone Confirmation (per input) (multiple)	\$0.04
Phones Plus	\$0.50
Real Time Phone Search	\$0.50
Real Time Motor Vehicle Registrations	\$1.50
Property - Add Up To Five Properties Owned By The Subject	\$1.00
Consumer InstantID	\$0.65
Consumer InstantID With Fraud Defender	\$0.95

February 9, 2023

Consumer InstantID With Red Flags Rule	\$0.90
Business InstantID	\$1.30
Business InstantID With Fraud Defender	\$1.30
Multiple = 2 Or More Phones/Addresses Returned	--

New National Opioids Settlements: Teva, Allergan, CVS, Walgreens, and Walmart
Opioids Implementation Administrator
opioidsparticipation@rubris.com

COLCHESTER TOWN, CT
Reference Number: CL-383667

TO LOCAL POLITICAL SUBDIVISIONS AND SPECIAL DISTRICTS:

THIS PACKAGE CONTAINS DOCUMENTATION TO PARTICIPATE IN THE NEW NATIONAL OPIOID SETTLEMENTS. YOU MUST TAKE ACTION IN ORDER TO PARTICIPATE.

Deadline: April 18, 2023

Five new proposed national opioid settlements ("*New National Opioid Settlements*") have been reached with **Teva, Allergan, CVS, Walgreens, and Walmart** ("*Settling Defendants*"). This *Participation Package* is a follow-up communication to the *Notice of National Opioid Settlements* recently received electronically by your subdivision or special district ("*subdivision*").

You are receiving this *Participation Package* because Connecticut is participating in the following settlements:

- **Teva**
- **Allergan**
- **CVS**
- **Walgreens**
- **Walmart**

If a state does not participate in a particular Settlement, the subdivisions in that state are not eligible to participate in that Settlement.

This electronic envelope contains:

- *Participation Forms* for Teva, Allergan, CVS, Walgreens, and Walmart, including a release of any claims.

The *Participation Form* for each settlement must be executed, without alteration, and submitted on or before April 18, 2023, in order for your subdivision to be considered for initial participation calculations and payment eligibility.

Based upon subdivision participation forms received on or before April 18th, the subdivision participation rate will be used to determine whether participation for each deal is sufficient for the settlement to move forward and whether a state earns its maximum potential payment under the settlement. If the settlement moves forward, your release will become effective. If a settlement does not move forward, that release will not become effective.

Any subdivision that does not participate cannot directly share in the settlement funds, even if the subdivision's state is settling and other participating subdivisions are sharing in settlement funds. Any subdivision that does not participate may also reduce the amount of money for programs to remediate the opioid crisis in its state. Please note, a subdivision will not necessarily directly receive settlement funds by participating; decisions on how settlement funds will be allocated within a state are subject to intrastate agreements or state statutes.

You are encouraged to discuss the terms and benefits of the *New National Opioid Settlements* with your counsel, your Attorney General's Office, and other contacts within your state. Many states are implementing and allocating funds for these new settlements the same as they did for the prior opioid settlements with McKesson, Cardinal, Amerisource, and J&J/Janssen, but states may choose to treat these settlements differently.

Information and documents regarding the *New National Opioid Settlements* and how they are being implemented in your state and how funds will be allocated within your state allocation can be found on the national settlement website at <https://nationalopioidsettlement.com/>. This website will be supplemented as additional documents are created.

How to return signed forms:

There are three methods for returning the executed *Participation Forms* and any supporting documentation to the Implementation Administrator:

- (1) *Electronic Signature via DocuSign*: Executing the *Participation Forms* electronically through DocuSign will return the signed forms to the Implementation Administrator and associate your forms with your subdivision's records. Electronic signature is the most efficient method for returning *Participation Forms*, allowing for more timely participation and the potential to meet higher settlement payment thresholds, and is therefore strongly encouraged.
- (2) *Manual Signature returned via DocuSign*: DocuSign allows forms to be downloaded, signed manually, then uploaded to DocuSign and returned automatically to the Implementation Administrator. Please be sure to complete all fields. As with electronic signature, returning manually signed *Participation Forms* via DocuSign will associate your signed forms with your subdivision's records.
- (3) *Manual Signature returned via electronic mail*: If your subdivision is unable to return executed *Participation Forms* using DocuSign, signed *Participation Forms* may be returned via electronic mail to opioidsparticipation@rubris.com. Please include the name, state, and reference ID of your subdivision in the body of the email and use the subject line Settlement Participation Forms - [Subdivision Name, Subdivision State] - [Reference ID].

Detailed instructions on how to sign and return the *Participation Forms*, including changing the authorized signer, can be found at <https://nationalopioidsettlement.com>. You may also contact opioidsparticipation@rubris.com.

The sign-on period for subdivisions ends on April 18, 2023.

If you have any questions about executing these forms, please contact your counsel, the Implementation Administrator at opioidsparticipation@rubris.com, or Matthew Fitzsimmons and Sara Nadim at the Connecticut Attorney General's Office at Matthew.Fitzsimmons@ct.gov or Sara.Nadim@ct.gov.

Thank you,

National Opioids Settlements Implementation Administrator

The Implementation Administrator is retained to provide the settlement notice required by the respective settlement agreements referenced above and to manage the collection of settlement participation forms for each settlement.

EXHIBIT K
Subdivision and Special District Settlement Participation Form

Will your subdivision or special district be signing the settlement participation forms for the Allergan and Teva Settlements at this time?

☒ Yes ☐ No

Governmental Entity: COLCHESTER TOWN	State: CT
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 (“*Allergan Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Allergan Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Allergan Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Allergan Settlement as provided therein.
2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Allergan Settlement regarding Cessation of Litigation Activities.
3. The Governmental Entity shall, within fourteen (14) days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the MDL Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
4. The Governmental Entity agrees to the terms of the Allergan Settlement pertaining to Subdivisions and Special Districts as defined therein.
5. By agreeing to the terms of the Allergan Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the Allergan Settlement solely for the purposes provided therein.



7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Allergan Settlement.
8. The Governmental Entity has the right to enforce the Allergan Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Allergan Settlement, including, but not limited to, all provisions of **Section V (Release)**, and along with all departments, agencies, divisions, boards, commissions, Subdivisions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist in bringing, or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Allergan Settlement are intended to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Allergan Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Allergan Settlement.
11. In connection with the releases provided for in the Allergan Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Allergan Settlement.

12. Nothing herein is intended to modify in any way the terms of the Allergan Settlement, to which the Governmental Entity hereby agrees. To the extent this Settlement Participation Form is interpreted differently from the Allergan Settlement in any respect, the Allergan Settlement controls.



I have all necessary power and authorization to execute this Settlement Participation Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



Exhibit K
Subdivision and Special District Settlement Participation Form

Governmental Entity: COLCHESTER TOWN	State: CT
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 ("*Teva Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Teva Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Teva Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Teva Settlement as provided therein.
2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Teva Settlement regarding Cessation of Litigation Activities.
3. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
4. The Governmental Entity agrees to the terms of the Teva Settlement pertaining to Subdivisions as defined therein.
5. By agreeing to the terms of the Teva Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the Teva Settlement solely for the purposes provided therein.
7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Teva Settlement.



8. The Governmental Entity has the right to enforce the Teva Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Teva Settlement, including but not limited to all provisions of Section V (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Teva Settlement are intended by Released Entities and the Governmental Entity to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Teva Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Teva Settlement.
11. In connection with the releases provided for in the Teva Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Teva Settlement.

12. Nothing herein is intended to modify in any way the terms of the Teva Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Teva Settlement in any respect, the Teva Settlement controls.



I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



EXHIBIT K**Subdivision Participation and Release Form**

Will your subdivision or special district be signing the settlement participation form for the CVS Settlement at this time?

☐ Yes ☐ No

Governmental Entity: COLCHESTER TOWN	State: CT
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 (“*CVS Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the CVS Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the CVS Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the CVS Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
3. The Governmental Entity agrees to the terms of the CVS Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the CVS Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the CVS Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the CVS Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the CVS Settlement.
7. The Governmental Entity has the right to enforce the CVS Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the CVS Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the CVS Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The CVS Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the CVS Settlement.
10. In connection with the releases provided for in the CVS Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the CVS Settlement.



11. Nothing herein is intended to modify in any way the terms of the CVS Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the CVS Settlement in any respect, the CVS Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



EXHIBIT K**Subdivision Participation and Release Form**

Will your subdivision or special district be signing the settlement participation form for the Walgreens Settlement at this time?

☐ Yes ☐ No

Governmental Entity: COLCHESTER TOWN	State: CT
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 ("*Walgreens Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Walgreens Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walgreens Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Walgreens Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
3. The Governmental Entity agrees to the terms of the Walgreens Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Walgreens Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Walgreens Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walgreens Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Walgreens Settlement.
7. The Governmental Entity has the right to enforce the Walgreens Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walgreens Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walgreens Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walgreens Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Walgreens Settlement.
10. In connection with the releases provided for in the Walgreens Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walgreens Settlement.



11. Nothing herein is intended to modify in any way the terms of the Walgreens Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Walgreens Settlement in any respect, the Walgreens Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



EXHIBIT K**Subdivision Participation Form**

Will your subdivision or special district be signing the settlement participation form for the Walmart Settlement at this time?

☐ Yes ☐ No

Governmental Entity: COLCHESTER TOWN	State: CT
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated November 14, 2022 ("Walmart Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Walmart Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walmart Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Walmart Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event within 14 days of the Effective Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopioidsettlement.com/>.
3. The Governmental Entity agrees to the terms of the Walmart Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Walmart Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Walmart Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walmart Settlement.
7. The Governmental Entity has the right to enforce the Walmart Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walmart Settlement, including but not limited to all provisions of Section X (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walmart Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walmart Settlement shall be a complete bar to any Released Claim.
9. In connection with the releases provided for in the Walmart Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walmart Settlement.

10. Nothing herein is intended to modify in any way the terms of the Walmart Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Walmart Settlement in any respect, the Walmart Settlement controls.



I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

