



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

Mary Bylone, First Selectman

Board of Selectman Agenda

Regular Meeting via Zoom

Thursday, November 19, 2020 @ 7:00 PM

Please use the link below to join the webinar:

<https://us02web.zoom.us/j/87609962509?pwd=TWdZRdJqNnc1OUY2ZkdsK2RkcXZXUT09>

Or Telephone:

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

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

Webinar ID: 876 0996 2509

Passcode: 376943

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2020 NOV 18 PM 2:14
Mary Bylone
MARY BYLONE
TOWN CLERK

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ADDITIONS AND/OR DELETIONS TO THE AGENDA
4. CITIZEN'S COMMENTS
5. CORRESPONDENCE
6. CONSENT AGENDA
 - A. Approve the Minutes of the November 5, 2020 Board of Selectmen Meeting
 - B. Reappointment of Roberta Avery to the Commission on Aging for a Term to Expire on 12/1/2023
 - C. Reappointment of Sandra Gaetano to the Commission on Aging for a Term to Expire on 12/1/2023
 - D. Reappointment of Geraldine Transue to the Commission on Aging for a Term to Expire on 12/1/2023
 - E. Reappointment of Dean Hunniford as Tree Warden for a Term to Expire on 11/17/2021
 - F. Reappointment of Ursula Tschinkel to the Ethics Commission for a Term to Expire 11/1/2023
7. Boards and Commissions – Interviews and/or Possible Appointment and Resignations
 - A. Agriculture Commission – Interview – Timothy Francis for a Possible Term to Expire 11/19/2020
 - B. Parks and Recreation Commission – Interview – Dan Eveleigh
 - C. Parks and Recreation Commission – Interview – Tim Daniels
 - D. Parks and Recreation Commission – Interview – Rosanne Tousignant
 - E. Parks and Recreation Commission – Interview – Nola Weston
 - F. Parks and Recreation Commission – Interview – Anna Ackroyd
 - G. Historic District Commission – Interview – Lindsay Floyd for a Possible Term to Expire 11/30/2023
 - H. Economic Development Commission – Interview – Gerald Dillenbeck for a Possible Term to Expire 12/3/2025

8. Presentation and Discussion from Sustainable CT
9. Discussion and Possible Action to Accept the list of Colchester Hayward Volunteer Fire Department Members Eligible for a Tax Exemption
10. Discussion and Possible Action to Award Contract to Construction Solutions Group for Phase 1 OPM Services for the Senior Center Building Committee
11. Discussion and Possible Action on Contract with Microsoft Office 365
12. CITIZEN'S COMMENTS
13. FIRST SELECTMAN'S REPORT
14. LIAISON REPORTS
15. ADJOURN

TO: BOARD OF SELECTMAN 11/6/2020
TOWN OF COLCHESTER, CT.

SUBJECT: JUNKYARD AT CORNER OF
FERN DRIVE AND BERRY LANE
CHURCHILL PROPERTY

THERE ARE SOME VERY SERIOUS HEALTH
AND SAFETY PROBLEMS AT THIS
ADDRESS THAT HAVE NOT BEEN ADDRESSED
FOR MANY YEARS

I AM SICK AND TIRED OF LOOKING
AT THAT JUNKYARD I NOW
DEMAND THAT THE TOWN OF
COLCHESTER ADDRESS THE PROBLEM
NOW.

I INTEND TO SELL MY HOUSE AND
MOVE TO FLORIDA ASAP I WAS TOLD
THAT THE JUNKYARD MAY HAVE
A NEGATIVE EFFECT ON THE SALE
PRICE OF MY HOUSE

I DEMAND A REPORT I AM WRITING NOW
THE TOWN WILL ADDRESS THE JUNKYARD

DAVID K. ANDERSON
127 BERRY LANE. COLCHESTER, CT. 06415



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

Mary Bylone, First Selectman

Board of Selectman Agenda

Regular Meeting via Zoom

Thursday, November 5, 2020 @ 7:00 PM

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

Others Present: Gayle Furman, Greg Barden, Ian Lilly, Sal Tassone, Matt Bordeaux, Linda Pasternak, Marge Mlodzinski, Tiffany Quinn and Andreas Bisbikos

1. CALL TO ORDER: FS called meeting to order at 7 p.m.
2. PLEDGE OF ALLEGIANCE
3. ADDITIONS AND/OR DELETIONS TO THE AGENDA: R. Coyle motioned to replace the Board of Selectmen Meeting Schedule in the Consent Agenda with the Amended Meeting Schedule, seconded by D. Turner. MOTION CARRIED UNANIMOUSLY
4. Presentation by Tom Hennick with the Connecticut Freedom of Information Commission
5. CITIZEN'S COMMENTS: Ian Lilly spoke about data storage.
6. CORRESPONDENCE: None
7. CONSENT AGENDA
 - A. Approve the Minutes of the October 15, 2020 Board of Selectmen Meeting
 - B. Approve the Quality Enhancement portion of the Competitive School Readiness Grant Application
 - C. Approve 2021 Board of Selectmen Meeting Schedule
 - D. Tax Abatements

R. Coyle Motioned to approve the Consent Agenda, seconded by D. Mizla. MOTION CARRIED UNANIMOUSLY
8. Boards and Commissions – Interviews and/or Possible Appointment and Resignations
 - A. Reappointment of Denise Salmoiraghi to the Housing Authority for a term to expire 5/1/2025: R. Coyle motioned to reappoint Denise Salmoiraghi to the Housing Authority for a term to expire 5/1/2025, seconded by D. Turner. MOTION CARRIED UNANIMOUSLY
 - B. Appointment of Ian Lilly as Alternate to the Planning and Zoning Commission for a possible term to expire 11/5/2023: D. Turner motioned to appoint Ian Lilly as Alternate to the Planning and Zoning Commission for a possible term to expire 11/5/2023, seconded by R. Coyle. MOTION CARRIED UNANIMOUSLY

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Gayle Furman
TOWN CLERK

- C. Appointment of AnnMarie Maffuid as Member to the Youth Services Advisory Board for a term to expire 11/5/2023: D. Turner motioned to appoint AnnMarie Maffuid as Member to the Youth Services Advisory Board for a term to expire 11/5/2023, seconded by D. Mizla. MOTION CARRIED UNANIMOUSLY.
- D. Appointment of Carol Wikarska as Member to the Youth Services Advisory Board for a term to Expire 11/5/2023: D. Mizla motioned to appoint Carol Wikarska as Member to the Youth Services Advisory Board for a term to Expire 11/5/2023, seconded by R. Coyle. MOTION CARRIED UNANIMOUSLY
- E. Agriculture Commission – Interview – Timothy Francis for a Possible Term to Expire 11/19/2020: T. Rudko motioned to table interview as T. Francis was not present, seconded by R. Coyle. MOTION CARRIED UNANIMOUSLY
9. Discussion and Possible Action on Board Selectmen Minutes Content: R. Coyle motioned to include motions, first and second, liaison reports, First Selectman report and in Citizens Comments include the name of person and topic they spoke on and if they state their stance it will be noted, seconded by D. Mizla. MOTION CARRIED UNANIMOUSLY
10. Discussion and Possible Action on Memorandums of Agreement Pertaining to Collective Bargaining with Colchester Fire Fighters, Local 3831, IAFF, AFL-CIO and Municipal Employees Union Independent, SEIU Local 506:
Municipal Employees Union Independent, SEIU Local 506 - Adding the Park and Recreation Director to the Union: R. Coyle motioned to approve the Memorandum of Agreement, D. Turner seconded. MOTION CARRIED 4/1 with T. Rudko abstaining.
Colchester Fire Fighters, Local 3831, IAFF, AFL-CIO – Carrying Vacation Time Over: R. Coyle motioned to approve the Memorandum of Agreement, seconded by T. Rudko. MOTION CARRIED UNANIMOUSLY
Colchester Fire Fighters, Local 3831, IAFF, AFL-CIO - Right of First Refusal for Scheduling: R. Coyle motioned to approve the Memorandum of Agreement, seconded by T. Rudko. MOTION CARRIED 4/1 with T. Rudko opposed.
Colchester Fire Fighters, Local 3831, IAFF, AFL-CIO – Scheduling: R. Coyle motioned to approve the Memorandum of Agreement, seconded by T. Rudko. MOTION CARRIED UNANIMOUSLY
11. Discussion and Possible Action to Accept the Long Term Recovery Committee’s Report and Amend their Charge: R. Coyle motioned to accept the Long Term Recovery Committee’s Report, seconded by D. Mizla. MOTION CARRIED UNANIMOUSLY
R. Coyle motioned to approve the amendment to the Long Term Recovery Committee’s charge, seconded by D. Turner. MOTION CARRIED UNANIMOUSLY
12. Discussion of Town Charter: FS will send Board members the attorney’s memo and the section out of charter that refers to review and revision and put it on agenda for November 19 Agenda.

13. Discussion and Possible Action of Assignment of Clerks to Boards and Commissions: FS will bring a priority list for Boards and Commissions in needs of clerks as well as the projected costs annually monthly and remainder of budget year and put it on the November 19 agenda.
14. CITIZEN'S COMMENTS: NONE
15. FIRST SELECTMAN'S REPORT: The election had 89.35% of registered voters turn out to vote. There are 10,946 registered voters, 9,780 of those registered voted. There were 106 people who registered to vote on Election Day. 37% of the votes were absentee. COVID update – Colchester is still in the orange zone, have pulled back from Phase 3 to Phase 2.1, restaurants will have to be closed by 9:30 p.m. and residents are asked to stay home between 10 p.m. and 5 a.m. Indoor gatherings have to be limited to 25 people. Town Hall is open to the public. COVID testing at Town Hall Friday, November 6 from 7 a.m. – 11 a.m. and Sunday, November 8, from 1 p.m. – 4 p.m.
16. LIAISON REPORTS: D. Mizla: No meetings to attend.
- D. Turner: Historic District Commission held a public hearing for an application for certificate of appropriateness for Eagle Scout for a sign for Colchester Cooperative Nursery School, amended and approved the application. Historic district signs need to be repaired and painted but they have no budget.
- T. Rudko: ZBA meeting there was a variance for a garage.
- Planning and Zoning: There was a change in regard to what could be in the Historic Preservation Zone to allow and Auto parts shop.
- R. Coyle: Long Term Recovery Committee amended their charge and continue to work on implementation.
- Discussing restaurant week in December
- Senior Center Building Committee – Evaluated proposals of rebid and schedule interviews
- Chatham Health – Requests from Superintendents regarding students from out of town, recommended that they do not change their policy. Overwhelmed with contact tracing. Ran out regular flu shots but have extra high dose flu shots for seniors.
- FS – Attended the Police Commission
17. ADJOURN: D. Turner motioned to adjourn, seconded by R. Coyle. MOTION CARRIED UNANIMOUSLY.

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

Respectfully Submitted by:



Heide Perham, Executive Assistant to the First Selectman

Heide Perham

From: Marjorie Mlodzinski <msrmlodzinski@gmail.com>
Sent: Tuesday, November 10, 2020 2:40 PM
To: First Selectman; Heide Perham
Cc: Rosemary Coyle; Mary Jane Slade; Roberta Avery; Gerrie Transue; Sandra Gaetano
Subject: Commission on Aging Membership

Three of our members' terms expire as of December 1, 2020 and all, thankfully, have agreed to continue as members.

As Chair of Colchester's Commission on Aging, I recommend the following for continued membership and reappointment:

Roberta Avery
Sandra Gaetano
Geraldine Transue

I request that they be placed on the November 19, 2020 Board of Selectmen meeting agenda for reappointment.

Please let me know if you need additional information.

Thank you,

Marge Mlodzinski

Sent from my iPad



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

DATE: 9/2/2020

BOARDS & COMMISSIONS APPLICATION

09-08-20A11:54 RCVD

Name: Timothy Francis

Address: 596 Deep River Road Colchester, CT. 06415

Home Phone: N/A Email timfrancis1985@ FAX: N/A

Cell Phone: 203-868-6198 gmail.com Town Residency _____ Years

Party Affiliation: Democrat Republican Unaffiliated (check one)

Commission or Board you are interested in serving on: Agriculture Commission

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

High School: Lyman Hall High School - 2004

College: N/A

Trade, Business _____
Or Correspondence _____
School _____

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

Yale University - 2.5 years / current employer -
maintenance mechanic - 396 Cedar St, New Haven.
Nitco - 4 yrs (2014-2018) Wallingford CT, mechanic,
better job opportunity.
Westbrook Toyota - 3 yrs (2011-2014), Westbrook CT, mechanic

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

Why are you interested in serving? To help guide educate and
lead the residents of Colchester in
regards to agriculture & livestock.

Do you have any experience or familiarity with this area? 20 years of raising
livestock including goats, sheep, cows,
chickens, ducks, turkeys.
Our children are in 4-H.

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

Which ones? Not at this time.

Date: 9/2/2020

Signature: 

Agriculture Commission-5 Members, 2 Alternates, 3 year terms

<i>Position</i>	<i>Name</i>	<i>Party</i>	<i>Phone</i>	<i>E-mail</i>	<i>Expiration Date</i>
Chair	Donna Rosenblatt	D	860-267-4975	rosenpetal@sbcglobal.net	11/30/2023
Vice Chair	Carla Rosseli	U	203-415-2598	carlanh@aol.com	11/30/2021
Member	Leslie Curtis	D	860-537-8208	lesliecurtis@yahoo.com	11/30/2022
Member	VACANT				
Member	VACANT				
Alternate	David Wasniewski	R	860-861-0231	david.w.wasniewski@gmail.com	12/31/2022
Alternate	VACANT				



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

DATE: 9/23/20

BOARDS & COMMISSIONS APPLICATION

Name: Dan Eveleigh

Address: 71 Evergreen Terrace Colchester, CT. 06415

Home Phone: (860) 709-8437 Email daneve75@gmail.com FAX: _____

Cell Phone: Same Town Residency 11 Years

Party Affiliation: Democrat Republican Unaffiliated (check one)

Commission or Board you are interested in serving on: Parks and Recreation

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

High School: Westhill HS, Stamford CT. 4 years - Graduated CP focus.

College: University of Connecticut (4 years) Graduated with B.A. Liberal Arts

Emerson College (2 years) Post Graduate - MA in Integrated Marketing Communications

Trade, Business _____

Or Correspondence _____

School _____

CONTINUED ON REVERSE SIDE

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

Current Employer: LEGO Systems Inc. 100 Print Shop Rd. Enfield CT. (2012-present)

Sr. Communications Partner (a marketing function)

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 believe that we should support our local community wherever possible. The Parks and Recreation offerings have been near and dear to my heart, as I am raising three children in Colchester. Over the course of the last 11 years, we have spent many hours and found great joy together utilizing the town parks and various Parks and Recreation services. I would like to be a part of the team that helps other residents find that joy.

Do you have any experience or familiarity with this area? Beyond my firsthand experience with Parks and Recreation services, I have had many years' experience communicating with and providing experiences to children and their families. I feel this experience would translate well to this commission.

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

Which ones? Yes. Zoning, Conservation, Economic Development, Open spaces,

Date: 9/23/20

Signature: 



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

DATE: 10/05/2020

BOARDS & COMMISSIONS APPLICATION

Name: Tim Daniels

Address: 36 Rdigewood Drive Colchester, CT. 06415

Home Phone: 860-367-1400 Email timdaniels27@gmail.com FAX: _____

Cell Phone: 860-367-1400 Colchester Town Residency 35 Years

Party Affiliation: Democrat Republican Unaffiliated (check one)

Commission or Board you are interested in serving on: Colchester Parks and Recreation

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

High School: Bacon Academy, Colchester, CT 4 years, High School Diploma

College: _____

Trade, Business Baran Institute of Tehnology, East Windsor, CT 2 Years. Certificate Program, Diesel Mechanic.

Or Correspondence _____

School _____

CONTINUED ON REVERSE SIDE

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

Town Of Manchester, CT 15 years. 321 Olcott Street Manchester, CT 06415. Maintainer III
Still employed

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 want to help better the community for our youth and adult citizens.
I enjoy giving back to a community that has given alot to me over the years.

Do you have any experience or familiarity with this area? Yes, I have been involved with youth and adult sports in town,

I am currently the President of Colchester Youth Soccer and have been an active board member for the past 10 years.

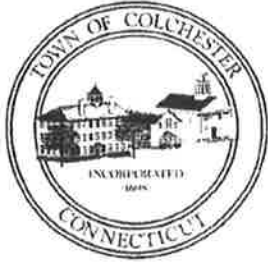
I have been active in Colchester Youth Basketball and also Colchester Lacrosse.

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

Which ones? _____

Date: 10/5/2020

Signature: _____



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

DATE: 11/2/2020

BOARDS & COMMISSIONS APPLICATION

Name: ROSANNE M. TOUSIGNANT

Address: 103 Midland Drive Colchester, CT. 06415

Home Phone: 207-624-1383 Email Rozt64@gmail.com FAX: _____

Cell Phone: 207-624-1383 Town Residency 5 Years

Party Affiliation: Democrat Republican Unaffiliated (check one)

Commission or Board you are interested in serving on: PARKS + RECREATION

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

High School: ST. MICHAEL'S HIGH, MONTPELIER, VT (graduated)
4 yrs,

College: * University of Maine, AUGUSTA, ME. Graduated - P. N. degree
* Springfield College, MANCHESTER, N.H. Graduated, B.S. Human
* Springfield College, MANCHESTER, NH Graduated, M.S. Services

Trade, Business Or Correspondence School Thompson School of Practical Nurses,
Brattleboro, VT. Graduated Licensed Practical Nurse,

- * UMA - 2 yr program - Registered nurse
- * Springfield - 2 yr's B.S.
- * Springfield - 2 yr's M.S.

CONTINUED ON REVERSE SIDE

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

I have been employed in Health Care for approximately 45 years as an acute care nurse, and long term Rehab, as well as in a supervising/management positions in Maine, Vermont, CT, Georgia. I also was an Army Veteran. Left for retirement.

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 looking to broaden my service to the community and am especially interested in the senior population and availability of services to them.

Do you have any experience or familiarity with this area? We have lived in Colchester for five years and continue to familiarize ourselves with club, activities and new friends and neighbors.

I presently serve in the Colchester Honor Guard, do some random volunteering with others and belong to a book club.

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

Which ones? Possibly

Date: 11/2/20

Signature: Rosanne M. Donaghy



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

DATE: 11-2-2020

BOARDS & COMMISSIONS APPLICATION

Name: Nola Weston

Address: 103 Medland Dr. Colchester, CT. 06415

Home Phone: _____ Email nola.w65@gmail.com FAX: _____

Cell Phone: 207-624-1949 Town Residency 5 Years

Party Affiliation: Democrat Republican Unaffiliated (check one)

Commission or Board you are interested in serving on: Parks & Recreation

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

High School: Iron River High School
Iron River, Michigan
4 years - College Preparation - graduated

College: Thomas College, Waterville, ME 2 years Business BS
Springfield College, Massachusetts, 2 years
Health Care Adm. MS

Trade, Business Or Correspondence School: Swedish Covenant School of Nursing, Chicago, Ill
3 years diploma in nursing - RN

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

- (1) Maine Veterans Homes Augusta, ME, COO - Retired (14yr)
- (2) MEMIC, Portland, ME Safety Consultant, new job (10yr)
- (3) Maine Health Care Home Augusta, ME, Dir of Ed new job (2)
- (4) Kennebec Long Term Care, Augusta, ME, V. P. Operations (10)

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

Why are you interested in serving? As a retired person I would like to get involved with community activities, especially for seniors. I have already participated in some Parks & Rec programs and am interested in helping develop more programs for seniors. I also have grandchildren and am familiar ^{with} what they are interested in. I have many interests

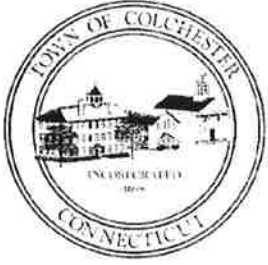
Do you have any experience or familiarity with this area? I moved here from ME in 2015 to be closer to daughter and grandchildren. I have been involved in volunteering, sewing groups and teaching sewing classes.

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

Which ones? Possibly - open

Date: 11-2-2020

Signature: Talita Weston



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

DATE: 10/29/20

BOARDS & COMMISSIONS APPLICATION

Name: Anna Ackroyd

Address: 15 Lee Court Colchester, CT. 06415

Home Phone: 860-951-8966 Email anna.manaloto@yahoo.com FAX: _____

Cell Phone: same as home Town Residency 9 Years

Party Affiliation: Democrat Republican Unaffiliated (check one)

Commission or Board you are interested in serving on: Parks and Recreation

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

High School: Chittenango High School in Chittenango NY. Graduated in 1994

College: Clarkson University BS in Engineering and Management

Trade, Business _____
Or Correspondence _____

School _____

CONTINUED ON REVERSE SIDE

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

20 years at Pratt Whitney - East Hartford and Middletown Sites

Manufacturing Engineer, Quality Engineer, Shop Supervisor, Project Management

Current position: Senior Manager in Aftermarket Quality

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 a 7 year-old daughter. We have been going to the parks and rec complex since she was a baby.

The community is the customer. I am interested to know what does the community, what is their vision and what is the strategy of the committee in order to get there. I want to help our community.

Do you have any experience or familiarity with this area?

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

Which ones? No

Date: 10/29/20

Signature: Anna Ackroyd

Digitally signed by Anna Ackroyd
Date: 2020.10.29 22:04:33 -04'00'



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

Website: www.colchesterct.gov

November 15, 2020

To: Colchester Board of Selectmen
From: Colchester Parks and Recreation Commission
RE: Colchester Parks and Recreation Commission applicants

On November 9, 2020, the Parks and Recreation Commission members had the opportunity to speak with five applicants for open positions on the Commission. The Commission currently has two openings for commission members and two openings for alternates. We are both fortunate and grateful to have so many applicants.

The Parks and Recreation Commission seeks to serve the recreation and leisure needs of Colchester residents across all age groups within the community. We strive to offer activities and events that may unify our community based upon common interests. We hope that the chosen applicants will help us to realize our goal of representing the entire Colchester community.

The current Commission enjoys dynamics that enable us to function as an effective and productive team. While we are not always in complete agreement, we have Commission members who conduct themselves in a positive, trustworthy and respectful manner. Currently, the Commission members comprise coaches, past sports league presidents, a single parent, one person from a dual income /no children household, a grandparent, and an educator. Included are some long-standing Commission members who share the knowledge gained from their considerable experience on the Commission. This includes what ideas have been tried either successfully or unsuccessfully in the past, and the reasons why some ideas have been successful while others have not.

The new applicants bring open minds and new ideas for recreation activities. Each of the applicants shared some information about their interests and experiences. They also shared some of their ideas and visions for the Commission's future. Ideas included outreach to community members to determine their areas of interest, and opportunities to engage additional segments of our population. We believe the applicants will

fill in some perceived gaps in the Commission's current representation of the community. The applicants include older active adults who do not wish to use the Senior Center, parents, marketing and programming professionals, and a current president of a youth sports league.

We truly appreciate the willingness of all five of the applicants to volunteer their time for the benefit our community, and their desire to make a difference. We believe each would make an excellent addition to the Commission.

Please let me know if you have any questions or require further information.

Thank you for your time and consideration.

Kristin Moody

Chairman, Colchester Parks and Recreation Commission, on behalf of the Colchester Parks and Recreation Commission

Parks and Recreation Commission-8 Members, 2 Alternates, Members=4 years, Alternates=3 years

<i>Position</i>	<i>Name</i>	<i>Party</i>	<i>Phone</i>	<i>E-mail</i>	<i>Expiration Date</i>
Chair	VACANT				
Vice Chair	Kristin Moody	U	860-537-1400	moodynes@comcast.net	11/30/2022
Secretary	Tracey Bruni	U	860-861-9823	teb516@yahoo.com	11/1/2023
Member	Brenda Kniska	U	860-917-8171	bkniska@hotmail.com	11/1/2023
Member	VACANT				11/1/2021
Member	Norman Kaplan	D	860-537-1457	nkaplan@snet.net	11/1/2021
Member	Matt Pulse	D	860-508-5445	mattpulse@gmail.com	11/30/2023
Member	Lynne Stephenson	D		lweir@uaw.net	11/1/2023
Alternate	VACANT				1/1/2022
Alternate	VACANT				11/30/2021



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

10-19-20A11:39 RCVD

DATE: 10/17/20

BOARDS & COMMISSIONS APPLICATION

Name: Lindsay Floyd

Address: 4 River Road Colchester, CT. 06415

Home Phone: 860 328 3524 Email lindsayfloyd@gmail.com FAX: _____

Cell Phone: _____ Town Residency 2 Years

Party Affiliation: Democrat Republican Unaffiliated (check one)

Commission or Board you are interested in serving on: Historic District Commission

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

High School: Highland High School; Salt Lake City UT, graduated 2002

College: Chaminade University; Honolulu HI, Bachelor of Science in Environmental Studies and Political Science, 2007
University of Utah; Salt Lake City UT, Master of Science in Environmental Humanities, 2011

Trade, Business Or Correspondence School _____

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

- CTLCV, Communications Director (Hartford) - current
- Hillside Food Outreach - Director of Development (Danbury) - resigned to accept new position
- Chief of Staff, Gubernatorial Campaign (VT) - relocated to CT

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

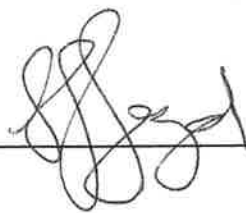
Why are you interested in serving? I value honoring tradition and history and want to support preservation of our history.

Do you have any experience or familiarity with this area? Yes.

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

Which ones? N/A

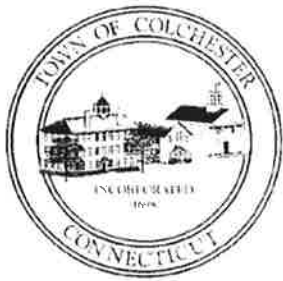
Date: 10/17/20

Signature: 

Historic District Commission-5 Members, 3 Alternates, Members=5 years, Alternates=3 years

<i>Position</i>	<i>Name</i>	<i>Party</i>	<i>Phone</i>	<i>E-mail</i>	<i>Expiration Date</i>
Chair	Ellen Sharon	D	860-537-6731	ellensharon@att.net	11/1/2024
Vice Chair	Linda Akerman	U	860-267-6507	fyrwmn@mac.com	11/30/2023
Member	Robert Kvederas	U	860-537-1998	rkvederas@snet.net	11/1/2023
Member	Stanley Stefanowicz	U	860-334-0634	sstefanowicz96@comcast.net	11/30/2022
Member	VACANT				
Alternate	Janice Adams	R	860-537-4412	janice-adams@sbcglobal.net	11/30/2022
Alternate	Theresa Congdon	R	860-367-7858	theresa_congdon@yahoo.com	11/30/2023
Alternate	VACANT				

Historic District Commission



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

DATE: Nov. 11, 2020

BOARDS & COMMISSIONS APPLICATION

Name: Gerald Dillenbeck

Address: 9 Skylark Rd Colchester, CT. 06415

Home Phone: _____ Email gdill52@sbcglobal.net FAX: _____

Cell Phone: 860-934-8212 Town Residency 1/3rd Years

Party Affiliation: Democrat Republican Unaffiliated (check one)

Commission or Board you are interested in serving on: Economic Development

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

High School: Lakewood, Lake Odessa, Michigan; 4 years. Graduated

College: Southern Illinois University, Carbondale, IL; 2 years, Double Master of Public Administration and Community Development

St. John's Seminary, Brighton, MA; 3 years, Master of Divinity

University of Michigan, Ann Arbor, MI; 4 years, B.A. in Psychology and Communications

Trade, Business Multicultural Community Mediation Certified, 2020. Green STEAM Teacher Certification, 2018,

Or Correspondence _____

School Integral Permaculture Design Certified, 2012

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

Covenant to Care for Children, 8 years, Hartford. Grants Manager, retired.

Co-Opportunity, 5 years, Hartford. Executive Director, Assistant Director.

Office of Urban Affairs, Archdiocese of Hartford, New Haven, 8 years. Housing Program Director.

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 concerned about the national and international debate that erroneously believes it could be possible to achieve robust economic resilience at the further expense of Earth's resonant climate health. On the contrary, all environmental science evidence strongly commends an inalienable health care alliance between multiculturally inclusive economic development informed by polyculturally robust ecological inter-relationships. While this seems obvious in our global studies, implications favoring cooperative co-invests for community well-being are not often noticed.

Do you have any experience or familiarity with this area? I had some basic planning and zoning policy studies in my MPA program. My Community Development and Public Administration thesis was awhile ago, but my focus was on community cooperative economic planning, collaborative design, public budgeting dialogue processes (and not so much win/lose partisan debate) I am about to be certified in Multicultural Community Mediation, which could be useful for facilitating non-violent communication (again, not non-communication) for engaging multiculturally inclusive economic co-investment projects. Also an experienced grant writer/manager.

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

Which ones? I do have an active interest in the multicultural dialogue being planned to include those who have had, and have not had, disempowering experiences in Colchester.

Date: 11/11/2020

Signature: _____

Economic Development Commission-7 Members 2 Alternates, 5 year terms

<i>Position</i>	<i>Name</i>	<i>Party</i>	<i>Phone</i>	<i>E-mail</i>	<i>Expiration Date</i>
Chair	Bruce Goldstein	R	860-537-7044	bruceg@paradisagency.com	10/1/2024
Vice Chair	Jack Faski	U	860-537-9210	jack@skyview.realty.com	10/31/2024
Member	Michael Hinchliffe	R	860-604-1387	mwhinchliff@aol.com	10/31/2023
Member	Jean Walsh	U	860-213-0535	jean.0621@yahoo.com	12/15/2022
Member	Heide Perham	D	860-993-5867	h.e.perham@gmail.com	10/31/2021
Member	Lisandro Suarez	U	860-490-0878	lsuarez20042004@yahoo.com	10/1/2023
Member	Sean Nadeau	D	860-808-4006	nadeaus@gmail.com	10/31/2024
Alternate	VACANT				
Alternate	VACANT				

Economic Development Commission

FID	NAME	RT	ADDR	DOB	CR	LA	LIQUID	STADDATE	JOINDATE	MINS	FF-1	OFFICER	EMI	PRO	MEDIC	EMR-MAMB	MGR	ACT	PS	TrmP	Paid	SMI	Quals	Yrs+	Totals	Exempt	
130	Albert, Carl	E	149 River Rd Colchester	07-Dec-63	0	4	0	17-Jul-13	10-Dec-61	42	1982	0	0	2011	0	0	8	0	166	23	0	0	25	134	346	\$1,000	
361	Babin, Audrie	E	19 Oak Ridge Dr Colchester	15-Sep-75	0	0	0	03-Mar-10	11-Jan-01	19	2000	0	0	2023	0	0	23	0	137	37	0	0	53	239	413	\$1,000	
343	Bahneau, Jason	F	19 Oak Ridge Dr Colchester	28-Apr-75	0	0	0	02-Jul-12	10-Dec-98	21	2000	0	0	2023	0	0	13	0	106	31	0	0	51	229	391	\$1,000	
383	Barney, David	F	52 Brimblewood Pl Colchester	12-Jan-86	0	4	0	02-Jul-12	08-Feb-01	23	2001	0	0	2015	0	0	10	7	125	37	0	0	25	273	413	\$1,000	
327	Berkman, Richard	F	22 Vicki Lane Colchester	20-Dec-43	0	0	0	07-Dec-11	11-Mar-98	22	1998	2004	2022	0	0	0	10	0	137	44	P	91	25	283	\$1,000		
109	Borkiewicz, Peter	F	367 Lebanon Ave Colchester	02-Jul-48	0	4	0	01-Dec-04	14-Mar-67	57	82	0	0	2021	0	0	20	0	0	0	0	0	0	75	168	\$1,000	
595	Bush, Bill	F	313 Windham Ave Colchester	13-Jan-75	0	0	0	07-Sep-14	14-Nov-13	6	2014	0	0	2017	0	0	0	0	58	46	P	1	25	39	75	\$500	
137	Bishop, III, Warren	F	92 Scoville Rd Colchester	17-May-47	0	0	0	02-Feb-05	09-Feb-56	64	82	0	0	2017	0	0	0	0	0	0	0	0	0	75	75	\$1,000	
105	Brown, Fred	F	27-Dec-34	0	4	0	0	13-Jan-03	11-Nov-75	48	82	0	0	2022	0	0	0	0	0	0	0	0	0	75	75	\$1,000	
122	Brown, John	F	86 Williams Rd Colchester	04-Nov-57	0	4	0	10-Jan-13	10-Oct-74	49	82	0	0	2018	0	0	6	0	0	0	0	0	0	75	75	\$1,000	
120	Brown, Rob	F	189 Windham Ave Colchester	30-Sep-56	0	4	0	22-May-13	14-May-02	18	82	0	0	2018	0	0	0	0	228	47	0	0	0	60	335	\$1,000	
403	Burb, Jeff	F	51 Flinn Dr Colchester	23-Oct-75	0	4	0	14-Feb-14	13-Jan-76	47	82	0	0	2018	0	0	0	0	0	0	0	0	0	75	75	\$1,000	
123	Clark, Terrence	F	44 West Rd Colchester	11-Jan-58	1	4	0	02-Jul-12	10-Jun-82	37	82	0	0	2017	0	0	2	0	0	0	0	0	0	75	75	\$1,000	
150	Empf, Arnold	F	18 Pleasant St Colchester	18-Oct-47	1	0	0	19-Jan-06	09-Dec-80	43	82	0	0	2018	0	0	0	0	137	74	P	5	25	215	\$1,000		
136	Fetzer, Kurt	F	85 Williams Rd Colchester	01-Nov-62	0	4	0	13-Aug-16	11-Feb-16	4	0	0	0	2018	0	0	0	0	0	0	0	0	0	12	12	\$500	
635	Fila, Brandon	F	97 Bulkeley Hill Rd Colchester	31-Jan-84	0	0	0	11-Jan-18	08-Nov-01	12	0	0	0	2021	0	0	5	0	74	75	0	0	25	41	165	\$500	
399	Grudnick, Frank	F	837 Old Hartford Rd Colchester	20-Dec-54	6	0	0	11-Mar-14	12-Aug-98	25	1999	2004	2020	2020	0	0	9	0	44	28	W	0	25	84	181	\$1,000	
327	Guidice, Jr, Paul	F	529 Westchester Rd Colchester	03-Aug-80	0	3	0	08-Mar-14	10-Mar-88	32	1988	0	0	2022	0	0	9	0	316	31	0	0	25	105	452	\$1,000	
176	Gordon, Mary	F	21 Sullivan Rd Colchester	24-Aug-61	0	0	0	02-Jul-12	16-Aug-01	34	82	0	0	2018	0	0	0	0	0	0	0	0	0	75	75	\$1,000	
393	Hagwood, Mary	F	31 Ridgewood Rd ex Colchester	19-Apr-78	0	0	0	10-Jan-15	10-Apr-86	34	82	0	0	2018	0	0	9	0	0	0	0	0	0	75	75	\$1,000	
156	Jaques, Robert	F	43 Settlers Ln Colchester	06-Oct-50	0	0	0	09-Aug-12	05-Feb-12	8	0	0	0	2018	0	0	0	0	0	0	0	0	0	33	212	\$1,000	
557	Jones, Jack	C	176 Alexander Dr Colchester	11-Jan-46	0	0	0	28-Feb-17	08-Mar-90	30	82	0	0	2022	0	0	10	0	156	23	0	0	0	186	716	\$1,000	
111	Jones, John	F	400 Cabin Rd Colchester	09-Mar-49	0	4	0	14-Nov-19	29-Jun-19	1	0	0	0	2018	0	0	0	0	0	0	0	0	0	0	16	248	\$1,000
584	Joseph, Jim	F	36 Sshell Ln Colchester	02-Jun-55	0	4	0	14-Feb-14	13-Jun-13	11	2013	0	0	2022	0	0	1	0	117	14	0	0	25	34	190	\$1,000	
127	Kennedy, Kevin	F	48 Williams Rd Colchester	09-Nov-55	0	4	0	21-Oct-04	08-Nov-77	46	82	0	0	2022	0	0	0	0	0	0	0	0	0	75	75	\$1,000	
132	Knap, John	F	232 Wall St Colchester	28-Nov-42	0	0	1	02-Jul-12	13-May-76	43	82	0	0	2018	0	0	21	1	131	35	0	0	25	51	317	\$1,000	
198	Kowles, Joyce	F	401 Linwood Cemetery Rd Colchester	21-Oct-94	0	0	0	27-Aug-19	26-Feb-19	1	2003	0	0	2022	0	0	4	0	81	22	0	0	25	22	150	\$500	
672	Letczynski, Matt	F	391 Chestnut Hill Colchester	08-Apr-52	0	0	0	02-Mar-17	08-Apr-92	28	82	0	0	2022	0	0	2	0	0	0	0	0	0	75	75	\$1,000	
156	Marin, Bert	F	104 Arston Rd Colchester	27-Sep-68	0	2	0	13-Aug-13	15-Apr-87	35	1982	0	0	2019	0	0	9	0	593	33	0	0	0	114	740	\$1,000	
225	Marvin, Debra	L	279 Dr. Foote Rd Colchester	02-Sep-73	0	2	0	14-Feb-03	12-Nov-92	29	5	0	0	2022	0	0	0	0	51	22	12	0	0	126	199	\$1,000	
411	Maynard, Chuck	F	40 Alexander Dr Colchester	05-Aug-74	0	0	0	07-May-10	13-Jun-02	18	0	0	0	2022	0	0	10	1	162	22	0	0	25	65	274	\$1,000	
659	Maynard, Collin	F	40 Alexander Dr Colchester	13-Apr-00	0	4	0	13-Jan-19	15-Apr-18	2	2019	0	0	2021	0	0	11	3	373	43	P	0	25	20	461	\$1,000	
448	McDowell, Chris	F	129 West High St E Hampton	13-Jul-78	0	0	0	13-Aug-13	13-Nov-03	16	2003	2004	2022	0	0	0	3	0	44	40	0	0	25	51	160	\$500	
128	McKenna, Kenneth	F	222 Old Hebron Rd Colchester	21-Jul-61	0	0	0	08-May-14	10-Mar-88	32	1988	2003	2020	2020	0	0	5	0	0	0	0	0	25	101	126	\$1,000	
119	McMillan, Jess	F	183 Western Ter Colchester	18-Feb-46	0	0	0	15-Nov-11	12-Mar-70	50	82	0	0	2021	0	0	0	0	0	0	0	0	0	75	75	\$1,000	
334	Miraglia, Mary	F	400 Cabin Rd Colchester	20-Jun-56	0	0	0	03-Mar-10	10-Sep-98	22	0	0	0	2021	0	0	0	0	107	14	P	28	0	70	191	\$1,000	
477	Morris, Steve	F	666 Westchester Rd Colchester	02-Jul-88	0	3	0	13-Aug-13	13-Jul-06	17	2007	0	0	2022	0	0	22	0	163	38	0	0	25	299	461	\$1,000	
386	O'Connor, Matthew	F	282 Micall Road Lebanon	06-Jun-83	0	4	0	03-Mar-10	14-Jun-01	23	2002	2012	2022	2022	0	0	0	0	46	20	P	73	25	73	164	\$500	
326	Papp, George	F	27 Renee Dr Colchester	24-Apr-78	0	0	0	17-Jul-13	12-Feb-98	22	2000	0	0	2022	0	0	2	0	178	21	0	0	25	68	292	\$1,000	
143	Palace, Robert	F	29 Standish Rd Colchester	04-Mar-63	0	3	0	10-Aug-07	08-Mar-82	41	80	0	0	2022	0	0	0	0	0	0	0	0	0	75	75	\$1,000	
608	Quinn, Tiffany	E	104 Midland Dr Colchester	13-Oct-67	0	0	0	08-Jan-16	16-Nov-14	5	0	0	0	2023	0	0	16	0	104	41	P	55	0	31	176	\$1,000	
116	Rowland, Daniel	F	9 Robt Dr Colchester	21-Jun-45	0	0	0	13-Feb-18	13-Mar-69	51	82	0	0	2023	0	0	1	0	0	0	0	0	0	75	75	\$1,000	
148	Russell, Robert	F	300 Lebanon Ave Colchester	15-Jul-47	9	6	0	10-May-10	11-Dec-80	36	82	0	0	2018	0	0	0	0	0	0	0	0	0	116	610	\$1,000	
468	Shotts, Steve	F	71 Halle Hill Rd Colchester	01-Sep-87	0	1	0	14-Jan-10	08-Sep-05	47	2005	0	0	2020	0	0	4	1	47	29	0	12	25	89	190	\$1,000	
125	Skut, Tony	L	145 Beebe Farms Rd Coventry	31-Dec-58	0	4	0	02-Jul-12	14-Dec-76	47	1982	0	0	2022	0	0	2	0	31	22	0	0	25	143	196	\$1,000	
249	Smith, Gary	L	132 Evergreen Ter Colchester	29-Nov-43	0	13	0	10-May-11	11-Nov-53	39	0	0	0	2022	0	0	7	4	165	17	0	0	0	128	310	\$1,000	
140	Standish, Art	F	307 West Rd Colchester	05-May-38	0	4	0	08-Feb-18	08-Dec-77	42	82	0	0	2022	0	0	0	0	0	0	0	0	0	75	75	\$1,000	
114	Standish, Bill	F	175 Standish Hill Rd Colchester	25-Apr-52	0	4	0	24-Jan-16	14-Apr-70	54	82	0	0	2022	0	0	0	0	0	0	0	0	0	75	205	\$1,000	
544	Staubland, Richard	F	313 Chestnut Hill Rd Colchester	12-Apr-92	0	4	0	17-Jan-01	09-May-74	46	80	0	0	2022	0	0	1	0	98	37	0	0	25	43	203	\$1,000	
128	Venema, Richard	F	63 Mountain Rd Manchester	28-Jan-47	0	0	0	13-Aug-16	11-Feb-16	4	2011	0	0	2022	0	0	0	0	0	0	0	0	0	75	75	\$1,000	
629	Ziegler, Matthew	F	142 Rose Hill Rd Portland	05-Apr-92	0	0	0	13-Aug-16	11-Feb-16	4	2011	0	0	2022	0	0	19	2	201	67	P	26	25	336	326	\$1,000	
																	Totals		378	4							

Exemption for Volunteer Fire Department Review For 2020-GL

The Fireman's Exemption Report includes 56 members approved for \$53,500

Based on the 2019 GL & assuming no change to the mill rate for the 2020GL, the estimated cost of the program is calculated as follows:

7 Members- No taxable property to exempt in Colchester

46 Members own Real Estate

3 Members – Motor Vehicles only

Members	Approved Amount	Assessment	Tax Dollars Exempt
7-No Property	\$6,500	0	0
46-RE	\$44,000	1,259,456	\$41,360.54
3-MV	\$3000	44,110	\$1,448.57
56	\$53,500	1,303,566	\$42,809.11

The 2019GL had 30 members approved for \$25,500, Total tax abatement \$21,259.40



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

Mary Bylone, First Selectman

Memorandum

To: Board of Selectmen

From: Anthony Tarnowski, Chair of Senior Center Building Committee

Date: Monday, November 16, 2020

Subject: Awarding Contract to Construction Solutions Group for Phase I OPM Services for the Senior Center Building Committee

The Senior Center Building Committee is requesting the hiring of an Owner's Project Manager to provide expert oversight of Phase I of the project. This position will assist the committee in the final schematic design, provide a third party estimate to help to determine the appropriate cost of the project, and to assist the committee in informing the public of the project. This will be valuable as the committee moves forward to bring this to the people in the near future.

Contingent upon funding being approved at the joint Board of Selectmen and Board of Finance meeting, we request your approval for the contract with Construction Solutions Group (CSG). The RFQ was put out to bid and CSG was the lowest bidder and the one selected by the Senior Center Building Committee.

Motion: To award the contract for Phase I – Conceptual and Schematic Design for the new Senior Center Building at the cost of \$14,798.65 with Construction Solutions Group and authorize the First Selectman to sign any and all documents.



Microsoft 365 Licenses 2020-2021

Quote #DL003631 v1

Prepared For:

Town of Colchester
 Mary Bylone
 127 Norwich Avenue
 Colchester, CT 06415

P: (860) 537-7200
E: selectman@colchesterct.gov

Prepared By:

Novus Insight, Inc
 Derek Lemery
 222 Pitkin Street Suite 101
 East Hartford, CT 06108

P: 860.282.4200
E: dlemery@novusinsight.com

Date Issued:

11.16.2020

Expires:

12.20.2020

Executive Summary

This quote is for Microsoft 365 Business Premium licenses for 1 year. These licenses will be procured through Novus Insight via the Microsoft Cloud Solution Provider (CSP) program. By signing this agreement, the customer accepts the terms and conditions of the latest Microsoft customer agreements referenced at <https://www.microsoft.com/licensing/docs/customeragreement> and allows Novus Insight to be the delegated partner on the corresponding Microsoft subscription(s).

Microsoft Subscriptions - Town		Price
SPB_1YR	Microsoft 365 Business Premium (Annual Pre-Paid) Microsoft 365 Business Premium (formerly Microsoft 365 Business) for up to 50 users for 1 year at \$225 per user. This bundle is an integrated product for SMBs to access productivity tools, manage their productivity platform, and protect data across devices. For organizations with up to 300 users.	\$11,250.00
EXCHANGEENTE RPRISE_1YR	Exchange Online Plan 2 (Annual Pre-Paid) Exchange Online Plan 2 for up to 75 users for 1 year at \$86.40 per user. This plan includes email, messaging, and calendar. It is accessible from PCs, the Web, and mobile devices and includes advanced archiving and compliance capabilities. Does not include the Office suite for PC or Mac.	\$6,480.00
This agreement will be active for 1 year from the date of execution.		
These products are subject to Microsoft's terms and conditions.		
Customer accepts the latest Microsoft customer agreement referenced at https://www.microsoft.com/licensing/docs/customeragreement .		
Subtotal		\$17,730.00

Summary of Recurring Monthly Fees		Amount
One Time Group: Prepayment		
Total of Payments		\$17,730.00

Payment is due in full in advance, upon execution.

Quote Summary		Total Amount
Microsoft Subscriptions - Town		\$17,730.00
Total:		\$17,730.00

Taxes, shipping, handling and other fees may apply. The full terms and conditions can be found at <https://novusinsight.com/master-services-terms-conditions/>. This proposal expires in 45 days from creation. Client will be invoiced the full amount for the systems and support upon execution of the agreement. Payment is due within 30 days on invoice.

Acceptance

Novus Insight, Inc



Derek Lemery

Signature / Name

11/16/2020

Date

Town of Colchester



Mary Bylone

mab

Signature / Name

Initials

11/16/2020 10:25:56 AM

Date

selectman@colchesterct.gov

Email Address

162.246.7.114

IP Address

selectman@colchesterct.gov

PO Number



Appendix A - Rate Structure

Novus Insight's breadth of experience and knowledge is a valuable resource for our clients and Novus is always ready to take on additional challenges. Should our client request additional services or projects that fall outside the scope of this proposal Novus will be pleased to provide a separate proposal detailing the additional services and related cost based on our standard rates.

Service Consultant Tiers and Rates:

There are 5 Tiers of IT staff selected based on the client's requirements in support of any project.

- Tier I staff handle desktop support, workstation installations, workstation software patches, workstation security updates, user password resets, printing issues, and day-to-day issues confronting most users in an organization. \$95/hr; \$142/emergency hr*
- Tier II staff support users and smaller networks. They also can assist with technical projects that can impact small numbers of users, such as wireless controller configurations in small office environments. In addition, they can manage and maintain small networks that Tier III and Tier IV consultants have deployed. \$110/hr; \$165/emergency hr*
- Tier III staff manage smaller networks, can perform basic server migrations, and can handle technical projects that can impact many users, such as a larger network's switching and firewalls. In addition, they can manage and maintain more complex networks that Tier IV consultants have deployed. \$145/hr; \$218/emergency hr*
- Tier IV staff focus on larger technology deployments. Examples of Tier IV projects include setting up private cloud infrastructure, migrating environments to the cloud, virtualizing servers, virtualizing a desktop environment, and assessing the security profile of a network. Non-technical examples of Tier IV include strategic technology planning and consulting for smaller organizations. \$175/hr; \$262/emergency hr*
- Tier V are senior advisors and are responsible for strategic consulting at the intersections of process, technology, strategy, and mission. While these professionals tend to not to work directly with technology, there may be examples of highly specialized technology engagements that would also fit into Tier V. \$205/hr; \$305/emergency hr*

Tier of Professional	Standard Hourly Rate	Emergency Hourly Rate*
Tier I – Support Specialist	\$95	\$142
Tier II – Senior Support Specialist	\$110	\$165
Tier III – Junior Systems Administrator	\$145	\$218
Tier IV – Senior Systems Administrator	\$175	\$262
Tier V – Senior Advisor / CISO / VCIO	\$205	\$305

*Emergency Support/Special Rates services apply to emergency and/or planned projects and activities performed outside normal support hours. Emergency support will have a 4-hour response time to begin diagnosis or initiate service.



SCHEDULE A
TOWN OF COLCHESTER/SENIOR CENTER
RFQ # 2020 - 05 - RB
BID FORM

BIDDERS: COMPLETE ALL INFORMATION REQUESTED BELOW. BIDDER MUST SIGN BID FORM.

BIDDER'S NAME & ADDRESS: Construction Solutions Group, LLC
1137 Main Street
East Hartford, CT 06108

TELEPHONE #: 860 - 452-6752

FAX #: 860 - 519-0897

EMAIL ADDRESS: jimg@csgroup-llc.com

BIDDER'S CONTACT PERSON: Name and Title: Mark Garilli, Project Executive

Email Address: markg@csgroup-llc.com

Telephone # 203-889-6197

INSTRUCTIONS: *The undersigned Bidder, by its duly authorized representative identified below, having familiarized himself/herself with the documents contained in, attached to or otherwise incorporated by reference in the RFQ/RFP, hereby proposes to furnish the Town of Colchester with all supervision, technical personnel, labor, materials, equipment, tools, appurtenances, permits, fees and services required to perform and satisfactorily complete the services specified in and in accordance with the RFQ/RFP and said documents for the sums as indicated below:*

BASE BID

Item # Description

- Phase One – Conceptual and Schematic Design
For all services as outlined in the RFQ/RFP for this Phase One, inclusive of all reimbursable expenses:

Lump Sum Fee of \$ 14,798.65



CONSTRUCTION
SOLUTIONS GROUP

PROPOSAL

By *Jim Giuliano* (signature of Bidder's duly authorized representative)
Name: James Giuliano
Title: President

SCHEDULE B
TOWN OF COLCHESTER/SENIOR CENTER
RFQ/RFP # 2020 - 05 - RB

FORM OF CONTRACT

[To be provided by Addendum]

Novus Insight

IT Master Services Terms and Conditions:

Last modified 6-4-19

A. INTRODUCTION:

1. TERM: This Agreement shall be effective upon the last date of execution and shall continue until either party provides notice of termination consistent with Section G.1.

2. TASK ORDER: A "Task Order" shall mean any additional document, including any proposals, executed by Novus and Client, referencing this contractual agreement with specific work detail pertaining to services or products to be provided by Novus. Any such Task Order(s) and all associated documents therein referenced are incorporated by reference into this Agreement. From time-to-time the parties may amend Task Orders or add additional Task Orders. Any additional services performed by Novus for the Client shall be governed by the terms of this Agreement. In the event of any conflict or inconsistency between a provision in this Agreement and the relevant Task Order, the provision in question of the relevant Task Order shall prevail.

3. PAYMENT: In consideration for the Services, the Client shall pay Novus in accordance with the terms indicated on the Task Order. Client agrees that payment is due even in the circumstance of pending technical support resolutions. In order to provide uninterrupted support, unless Novus's services are terminated, Task Orders shall automatically renew at the end of each term. Novus reserves the right to increase your fees effective as of the first day of any renewal term. Client will be informed of any price increase at least forty-five (45) days prior to the date of renewal.

B. HOSTING TERMS OF SERVICE (where applicable):

1. NOVUS'S OBLIGATIONS. Contingent on Novus's acceptance of your Task Order, and subject to these Terms of Service, Novus agrees to provide the Hosting Services ("Services"). Novus agrees to follow reasonable security procedures to secure its physical and virtual data environment.

2. NOVUS HOSTING SERVICES. Novus monitors 24 hours per day, 7 days a week, year round. You may request support by opening a support ticket via our ticketing system, or by calling your Novus service representative. Service initiated between the hours of 5 PM and 8 AM on weekdays, or at any time during weekends and U.S. Holidays may be subject to additional charges to you. Please see your Novus agreements for details on "off hours" support and assistance.

3. MONITORING AND RESPONSE. Novus will provide the following monitoring and response services:

- Availability Monitoring. Novus will monitor web and email server availability. Availability is tested every five (5) minutes via ping. Novus staff will be alerted if the test fails.

- Fault Monitoring. Novus monitors status events on web and mail servers and network devices including network availability and backup success/failure.

4. UNAVAILABILITY. Unavailability means the Novus internal network infrastructure is down.

Novus does not guarantee transport across the Connecticut Education Network or other data provider to access the Novus internal network.

5. YOUR OBLIGATIONS. You agree to do each of the following: (i) comply with applicable law and the Novus Acceptable Use Policy (AUP); (ii) pay when due the fees for the Services; (iii) use reasonable security precautions in light of your use of the Services, including encrypting any Personally Identifiable Information ("PII") transmitted to or from, or stored on, the Novus Servers you use; (iv) cooperate with Novus's reasonable investigation of outages, security problems, and any suspected breach of the Agreement; (v) keep your billing contact and other account information up to date; and (vi) immediately notify Novus of any unauthorized use of your account or any other breach of security. In the event of a dispute between us regarding the interpretation of applicable law or the AUP, Novus's reasonable determination shall control.

6. SUSPENSION. We may suspend your Services without liability if: (i) we reasonably believe that the Services are being used (or have been or will be used) in violation of the Agreement; (ii) we discover that you are, or are affiliated in any manner with, a person who has used similar services abusively in the past; (iii) you don't cooperate with our reasonable investigation of any suspected violation of the Agreement; (iv) we reasonably believe that your Services have been accessed or manipulated by a third party without your consent; (v) we reasonably believe that suspension of the Services is necessary to protect our network or our other customers; (vi) a payment for the Services is overdue; or (vii) suspension is required by law. We will give you reasonable advance notice of a suspension under this paragraph and a chance to cure the grounds on which the suspension are based, unless we determine, in our reasonable commercial judgment, that a suspension on shorter or contemporaneous notice is necessary to protect Novus or its other customers from imminent and significant operational or security risk. If the suspension was based on your breach of your obligations under the Agreement, then we may continue to charge you the fees for the Services during the suspension.

7. ACCESS TO DATA.

7.1 You will not have access to your data stored on the Novus system during a suspension or following termination.

7.2 We backup the Novus systems on a periodic basis so that we are able to quickly restore the systems in the event of a failure. These backups are made on a snap-shot basis and, therefore, capture only the information that exists on the system at the time of the backup. In addition, we may destroy all but the most recent backup. These backups may not be available to you or, if available, may not be useful to you outside of the Novus systems unless otherwise specified by Novus.

7.3 Although Services may be used as a backup service, you agree that you will maintain at least one additional current copy of your programs and data stored on the Novus system somewhere other than on the Novus system unless otherwise agreed with Novus.

8. LICENSED SOFTWARE & LICENSE MOBILITY. In addition to the terms of our Agreement, your use of any licensed software is governed by the license owner's license terms. If you make use of licensed software, then you represent and warrant that you have a written license agreement which permits you to use the software in conjunction with the Services provided by Novus. You agree that you will provide Novus with evidence of such licensing as Novus may reasonably require prior to the commencement of the Services, and from time to time as necessary to update the status of the license. If you fail to provide the required evidence of licensing Novus may, at its option, either (i) suspend the Services that were to include such software until the evidence is provided; (ii) provide

the Services in reliance on Novus's licensing agreement with the vendor and charge you its standard fee for the use of the software until such time as the required evidence is provided; or (iii) suspend or terminate this Agreement.

You must cooperate with Novus in the event that a software manufacturer requests Novus' participation in an audit of the software services. You agree that Novus can provide the manufacturer with (a) the number of Virtual Machine instances provided to you by Novus, and (b) a list of the software products which run in such Virtual Machine instances. If the software manufacturer determines that you are non-compliant with the program requirements for their program, then Novus may terminate this Agreement, the provision of any or all Services to you, or both.

9. WHO MAY USE THE SERVICE. You may resell the Services, but you are responsible for use of the Services by any third party to the same extent as if you were using the Services yourself. Unless otherwise agreed, Novus will provide support only to you, not to any other person you authorize to use the Services. There are no third party beneficiaries to the Agreement, meaning that third parties do not have any rights against either of us under the Agreement.

10. NO HIGH RISK USE. You may not use the Services in any situation where failure or fault of the Services could lead to death or serious bodily injury of any person, or to physical or environmental damage. For example, you may not use, or permit any other person to use, the Services in connection with aircraft or other modes of human mass transportation, nuclear or chemical facilities, or Class III medical devices under the Federal Food, Drug, and Cosmetic Act.

11. IP ADDRESSES. Upon expiration or termination of the Agreement, you must discontinue use of the Services and relinquish use of the IP addresses and server names assigned to you by Novus in connection with Services, including pointing the DNS for your domain name(s) away from Novus Services. You agree that Novus may, as it determines necessary, make modifications to DNS records and zones on Novus managed or operated DNS servers and services.

C. HOSTING ACCEPTABLE USE POLICY (AUP) (where applicable)

Your Services may be suspended or terminated for violation of this AUP in accordance with the Novus Hosting Terms of Service. Capitalized terms used in this AUP shall have the meaning given in the Terms of Service.

1. ABUSE.

You may not use the Novus network or services to engage in, foster, or promote illegal, abusive, or irresponsible behavior, including:

1. Use of an Internet account or computer without the owner's authorization;
2. Collecting or using email addresses, screen names, or other identifiers without the consent of the person identified (including, without limitation, phishing, Internet scamming, password robbery, spidering, and harvesting);
3. Collecting or using information without the consent of the owner of the information;

4. Use of any false, misleading, or deceptive TCP-IP packet header information in an email or a Internet posting;

5. Use of the service to distribute software that covertly gathers information about a user or covertly transmits information about the user;

6. Use of the service for distribution of advertisement delivery software unless: (i) the user affirmatively consents to the download and installation of such software based on a clear and conspicuous notice of the nature of the software, and (ii) the software is easily removable by use of standard tools for such purpose included on major operating systems (such as Microsoft's "add/remove" tool), or any conduct that is likely to result in retaliation against the Novus network or website or the Novus Hosting's employees, officers, or other agents, including engaging in behavior that results in any server being the target of a denial of service attack (DoS).

2. EXCESSIVE USE OF SYSTEM RESOURCES

You may not use any shared system provided by Novus in a way that unnecessarily interferes with the normal operation of the shared system, or that consumes a disproportionate share of the resources of the system. For example, we may prohibit the automated or scripted use of Novus Mail Services if it has a negative impact on the mail system, or we may require you to repair coding abnormalities in your Hosting-hosted code if it unnecessarily conflicts with other Hosting customers' use of the Hosting. You agree that we may quarantine or delete any data stored on a shared system if the data is infected with a virus, or is otherwise corrupted, and has the potential to infect or corrupt the system or other customers' data that is stored on the same system.

3. BULK OR COMMERCIAL E-MAIL

You may not use Novus services to relay bulk or commercial email except as it relates to routine communications used in conducting your business affairs unless otherwise agreed with Novus. Novus may test and otherwise monitor your compliance with its requirements. In addition, Novus may block email services that violate these provisions.

4. VULNERABILITY TESTING

You may not attempt to probe, scan, penetrate or test the vulnerability of a Novus system or network or to breach Novus' security or authentication measures, whether by passive or intrusive techniques, without Novus's express written consent.

5. OFFENSIVE CONTENT

You may not publish, transmit, or store on or via Novus's network and equipment any content or links to any content that Novus reasonably believes:

- Constitutes, depicts, fosters, promotes, or relates in any manner to child pornography, bestiality, or non-consensual sex acts;
- is excessively violent, incites violence, threatens violence, or contains harassing content or hate speech;

- is unfair or deceptive under the consumer protection laws of any jurisdiction, including chain letters and pyramid schemes;
- is defamatory or violates a person's privacy;
- creates a risk to a person's safety or health, creates a risk to public safety or health, compromises national security, or interferes with an investigation by law enforcement;
- improperly exposes trade secrets or other confidential or proprietary information of another person;
- is intended to assist others in defeating technical copyright protections;
- infringes on another person's copyright, trade or service mark, patent, or other property right;
- promotes illegal drugs, violates export control laws, relates to illegal gambling, or illegal arms trafficking;
- is otherwise illegal or solicits conduct that is illegal under laws applicable to you or to Novus; or
- is otherwise malicious, fraudulent, or may result in retaliation against Novus by offended viewers.

7. OTHER

- You must have valid and current information on file with your domain name registrar for any domain hosted on the Novus network.
- You may only use IP addresses assigned to you by Novus in connection with your Novus services.
- You agree that if Novus IP addresses assigned to your account are listed on an abuse database, like Spamhaus, you will be in violation of this AUP and Novus may take reasonable action to protect its IP addresses, including suspension and/or termination of your service, regardless of whether the IP addresses were listed as a result of your actions;
- You agree that we may quarantine or delete any data stored on a shared system if the data is infected with a virus, or is otherwise corrupted, and has the potential to infect or corrupt the system or other customers' data that is stored on the same system.
- You agree that if you register a DNS record or zone on Novus managed or operated DNS servers or services for a domain of which you are not the registrant or administrative contact according to the registrars WHOIS system, that, upon request from the registrant or administrative contact according to the registrars WHOIS system, Novus may modify, transfer, or delete such records or zones.

D. MAIL SERVICES (where applicable)

1. MANAGEMENT OF THE SERVICE. Novus will provision your initial mail environment, but you are otherwise responsible for managing your mail service, including adding mailboxes, adding wireless or other service components, adding storage capacity, managing settings, and configuring spam filters unless otherwise specified via separate agreement with Novus.

2. FILTERING. Novus will not provide email filtering unless specified under separate agreement.

3. MAIL STORAGE LIMITATIONS. Mail that exceeds the storage limit when received may be permanently lost. An individual email message that exceeds the per-message size limit may also be permanently lost. The per-message size limit is set per client and may be provisioned up to 50 MB.

4. CONTENT PRIVACY. Your email messages and other items sent or received via the mail service will include: (i) the content of the communication ("content"), and (ii) certain information that is created by the systems and networks that are used to create and transmit the message (the "message routing data"). The content includes things like the text of email messages and attached media files, and is generally the information that could be communicated using some media other than email (like a letter, telephone call, CD, DVD, etc.) The message routing data includes information such as server hostnames, IP addresses, timestamps, mail queue file identifiers, and spam filtering information, and is generally information that would not exist but for the fact that the communication was made via email. The content of your items is your Confidential Information and is subject to the restrictions on use and disclosure described in these Terms of Service. However, you agree that we may view and use the message routing data for our general business purposes, including maintaining and improving security, improving our services, and developing products. In addition, you agree that we may disclose message routing data to third parties in aggregate statistical form, provided that we do not include any information that could be used to identify you.

5. USAGE DATA. We collect and store information related to your use of the Services, such as use of SMTP, POP3, IMAP, and filtering choices and usage. You agree that we may use this information for our general business purposes and may disclose the information to third parties in aggregate statistical form, provided that we do not include any information that could be used to identify you.

E. INTERNET ACTIVITIES

DISCLAIMER

Novus is in no way liable for use of any services or any activities, information or content delivered or transmitted over the Internet, whether or not created by you or done so at your direction. Furthermore, Novus disclaims all liability for the content or material included on your Internet site. By providing access to the Internet, Novus is in no way liable for controlling, facilitating, or providing, or failing to control, facilitate, or provide access to the Internet or another's Internet site. Client agrees to indemnify Novus for all Internet activities including (as applicable) activities related to the design, development, or content of Client's website, access to the Internet, or content transmitted across the Internet whether or not done by Client or at Client's direction.

F. STUDENT DATA PRIVACY

In general, it is Novus' policy to not share or access any student information, student records, or student generated information with anyone for any reason.

Contractor

(A) Should Novus enter into a written contract with any local or regional board of education where student information, student records, or student-generated content, as defined below, is accessed or shared, the provisions below are applicable:

(1) Any student information, student records, or student generated content are not the property of nor under the control of Novus.

(2) A local or regional board of education may request the deletion of student information, student records, or student generated content by submitting a written request through the help desk. Such request shall be addressed within 72 hours and an expected date of deletion provided to Client which shall be no more than 15 days after receipt of the written request.

(3) Novus shall not use student information, student records, and student-generated content for any purposes other than those authorized pursuant to the contract.

(4) A student, parent or legal guardian of a student must contact the designated local or regional board of education to review personally identifiable information contained in student information, student records, or student-generated content and correct erroneous information. The designated local or regional board of education may contact Novus via the help desk.

(5) Novus shall take actions to ensure the security and confidentiality of student information, student records, and student-generated content.

(6) If there has been an unauthorized release, disclosure, or acquisition of student information, student records, or student generated content, Novus will issue a written notification to the relevant board of education providing details of the breach and steps take to remedy the situation. To the extent possible, Novus will inform the board of education of the names of students affected.

Student Information (excluding directory information): Novus shall notify the local or regional board of education not more than thirty (30) days after the discovery, of such breach of security.

Directory Information: Novus shall notify the local or regional board of education not more than sixty (60) days after the discovery of such breach of security.

During such time Novus may elect to perform an internal investigation to determine the nature and scope of such unauthorized release and the identity of the students whose student information is involved or restore the reasonable integrity of Client's data system.

(7) Student information, student records, or student-generated content shall not be retained or available to Novus upon completion of the Agreement/relevant Task Order unless a student, parent, or legal guardian of a student chooses to establish or maintain an electronic account with Novus for the purpose of storing student-generated content.

(8) Novus shall comply with the Family Educational Rights and Privacy Act of 1974, 20 USC 1232g, as amended from time to time.

(9) The laws of the state of Connecticut shall govern the rights and duties of Novus and the local or regional board of education.

(10) If any provision of the contract or the application of the contract is held invalid by a court of competent jurisdiction, the invalidity does not affect other provisions or application of the contract which can be given effect without the invalid provision or application.

(11) Novus has implemented and maintains security procedures and practices designed to protect student information, student records, and student-generated content from unauthorized access, destruction, use, modification, or disclosure. Novus shall take actions to ensure the security and confidentiality of student information consistent with state and federal requirements.

Operator

(B) Should Novus operate an Internet website, online service, or mobile application with actual knowledge that such Internet website, online service, or mobile application is used for school purposes and was designed and marketed for school purposes, to the extent Novus is engaged in the operation of such Internet website, online service, or mobile application and during the course of such operation collects, maintains or uses student information then

(1)Novus shall:

(i) Implement and maintain security procedures and practices that meet or exceed industry standards and that are designed to protect student information, student records, and student-generated content from unauthorized access, destruction, use, modification or disclosure; and (ii) Delete any student information, student records, or student-generated content within a reasonable amount of time if a student, parent, or legal guardian of a student or local or regional board of education who has the right to control such student information requests the deletion of such student information, student records, or student-generated content.

(2)Novus shall not knowingly:

(i) Engage in targeted advertising on Novus's Internet website, online service, or mobile application, or on any other Internet website, online service, or mobile application if such advertising is based on any student information, student records, student-generated content or persistent unique identifiers that the operator has acquired because of the use of Novus's website, online service, or mobile application for school purposes;

(ii) Collect, store, and use student information, student records, student-generated content or persistent unique identifiers for purposes other than the furtherance of school purposes and defined in the Agreement;

(iii) Sell, rent, or trade student information, student records, or student-generated content unless the sale is part of the purchase, merger, or acquisition of Novus by a successor provider and Novus and the successor provider continue to be subject to the provisions of this section regarding student information;

(iv) Disclose student information, student records, or student-generated content unless disclosure is made (a) in furtherance of school purposes of the Internet website, online service, or mobile application, provided the recipient of the student information uses such student information to improve the operability and functionality of the Internet website, online service, or mobile application and complies with this section (B), (b) to ensure compliance with federal or state law or regulations pursuant to a court order, (c) in response to a judicial order, (d) protect the safety or integrity of users or others or the security of the Internet website, online service, or mobile application, (e) to an entity hired by Novus to provide services for Novus's Internet website, online service, or mobile application, provided the operator contractually prohibits the entity from using student information, student records, or student-generated content for any purpose other than providing the contracted

service to, or on behalf of, Novus; prohibits the entity from disclosing student information, student records, or student generated content provided by Novus to subsequent third parties; and requires the entity to comply with this section (B); or (f) for a school purpose or other educational or employment purpose requested by a student or the parent or legal guardian of a student, provided such student information is not used or disclosed for any other purpose.

(3) Novus may use student information (i) to maintain, support, improve, evaluate, or diagnose Novus's Internet website, online service or mobile application; (ii) for adaptive learning purposes or customized student learning; (iii) to provide recommendation engines to recommend content or services relating to school purposes or other educational or employment purposes, provided such recommendation is not determined in whole or in part by payment or other consideration from a third party; or (iv) to respond to a request for information or feedback from a student, provided such response is not determined in whole or in part by payment or other consideration from third party.

(4) Novus may use de-identified information, information that has been altered to prevent the identification of an individual student, or aggregated student information (i) to develop or improve Novus's website, online service, or mobile application, or other Internet websites, online services or mobile applications owned by Novus, or (ii) to demonstrate or market the effectiveness of Novus's Internet website, online service or mobile application.

(5) Novus may share aggregated student information or de-identified student information for the improvement and development of Internet websites, online services, or mobile applications designed for school purposes.

(6) Upon discovery of a breach of security that results in the unauthorized release, disclosure, or acquisition of student information, student records, or student-generated content, Novus (if in possession of or maintaining student information, student records or student generated content as a result of a student's use of Novus' Internet website, online service, or mobile application) shall (i) notify, without unreasonable delay, but not more than thirty-days after such discovery, the student or the parents or guardians of such student of any breach of security that results in the unauthorized release, disclosure, or acquisition of student information, excluding any directory information contained in such student information, of such student, and (ii) notify, without unreasonable delay, but not more than sixty days after such discovery, the student or the parents or guardians of such student of any breach of security that results in the unauthorized release, disclosure, or acquisition of directory information, student records or student-generated content of such student. During such thirty-day or sixty-day period Novus may (a) conduct an investigation to determine the nature and scope of such unauthorized release, disclosure, or acquisition, and the identity of the students whose student information, student records, or student-generated content are involved in such unauthorized release, disclosure, or acquisition, or (b) restore the reasonable integrity of the data system.

G. GENERAL

1. TERMINATION

Either party may terminate this Agreement upon thirty (30) days written notice. This notwithstanding, Novus has the right, in its sole discretion, to immediately terminate services, without cause, should you fail to render payment.

2. INDEMNIFICATION

Client agrees to release, defend, indemnify, and hold harmless Novus and any of Novus' agents, employees, officers, or directors from all liabilities, claims, damages, costs, and expenses, including reasonable attorney's fees and expenses, relating to or arising out of this agreement, Novus services or Clients use of Novus' services including without limitation infringement or dilution by Client or someone else utilizing Client's Computer System, the improper provision of data, any Client supplied information, or failure of Client to comply with obligations. Client agrees to waive any and all rights to subrogation.

3. REMEDIES

CLIENT AGREES THAT NOVUS'S ENTIRE LIABILITY, AND CLIENT'S EXCLUSIVE REMEDY, IN LAW, IN EQUITY, OR OTHERWISE, WITH RESPECT TO ANY SERVICES PROVIDED UNDER THIS AGREEMENT AND/OR FOR ANY BREACH OF THIS AGREEMENT IS SOLELY LIMITED TO THE AMOUNT THAT CLIENT PAID FOR SUCH SERVICES DURING THE TERM OF THIS AGREEMENT. IN NO EVENT SHALL NOVUS, ITS LICENSORS AND ASSIGNEES, BE LIABLE FOR ANY INDIRECT, INCIDENTAL SPECIAL, CONSEQUENTIAL DAMAGES EVEN IF CLIENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT THAT A STATE DOES NOT PERMIT THE EXCLUSION OR LIMITATION OF LIABILITY AS SET FORTH HEREIN NOVUS LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY LAW IN SUCH STATES.

4. DISCLAIMER

CLIENT AGREES THAT USE OF NOVUS'S SERVICES IS SOLELY AT CLIENT'S OWN RISK. CLIENT AGREES THAT ALL OF SUCH SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. NOVUS EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. NOVUS MAKES NO WARRANTIES THAT THE SERVICES PROVIDED HEREUNDER WILL MEET CLIENT'S REQUIREMENTS OR THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE. NOVUS FURTHER MAKES NO WARRANTY THAT THE RESULTS OBTAINED FROM THE SERVICES WILL MEET CLIENT'S NEED NOR ANY WARRANTY AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH NOVUS'S SERVICES. CLIENT UNDERSTANDS AND AGREES THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF NOVUS'S SERVICES IS DONE AT CLIENT'S SOLE DISCRETION AND RISK AND THAT CLIENT IS SOLELY RESPONSIBLE FOR ANY DAMAGE TO CLIENT'S COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL AND/OR DATA. NOVUS MAKES NO WARRANTY REGARDING ANY GOODS OR SERVICES PURCHASED OR OBTAINED THROUGH ANY OF NOVUS'S SERVICES OR ANY TRANSACTIONS ENTERED INTO THROUGH SUCH SERVICES. NO ADVICE OR INFORMATION, WHETHER WRITTEN OR ORAL, OBTAINED BY CLIENT FROM NOVUS OR THROUGH NOVUS SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN, CLIENT MAY NOT RELY ON ANY SUCH INFORMATION OR ADVICE. TO THE EXTENT THAT JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY. NOVUS IS NOT RESPONSIBLE FOR AND SHALL HAVE NO LIABILITY WITH RESPECT TO ANY PRODUCTS AND/OR SERVICES PURCHASED BY CLIENT FROM A THIRD PARTY.

5. SECURITY

Client is solely responsible for the security, confidentiality, and integrity of all messages and the content received, transmitted through or stored on any email/web hosting or server hosting service. Client is solely responsible for any authorized or unauthorized access to Client's accounts by any person. Client agrees to bear all responsibility for the confidentiality of any passwords and all use or charges incurred from use of the Hosting Service with Client's password, external to Client's infrastructure and not within the scope of this Agreement.

6. PROTECTED MATERIAL

You may not use Novus's network or services to download, publish, distribute, or otherwise copy or use in any manner any text, music, software, art, image, or other work protected by copyright or trademark law or are otherwise considered proprietary or confidential material unless:

- you have been expressly authorized by the owner of the work to copy the work in that manner; or
- you are otherwise permitted by established law to copy the work in that manner. It is Novus's policy to terminate in appropriate circumstances the services of customers who are repeat infringers.

7. INTELLECTUAL PROPERTY OWNERSHIP

Novus shall retain all right, title, and interest in and to all Work Product produced in whole or in part by Novus during the course of this Agreement unless otherwise agreed to in the proposal. Work Product shall include, without limitation, all designs, discoveries, creations, works, devices, masks, models, works in progress, service deliverables, inventions, products, computer programs, computer or software applications, platforms, procedures, processes, improvements, developments, drawings, graphics, videos, notes, documents, business processes, information and materials made, regardless of form, conceived or developed by Novus which result from or relate to the services performed, including without limitation all associated intellectual property rights. Intellectual property rights include all patents, copyrights, mask works, trademarks, trade secrets, license rights, and other rights of a similar nature worldwide.

Further, Client agrees that Novus shall be prominently identified as the developer of the Work Product. Client agrees that Novus shall have exclusive rights in and for the Work Product.

Additionally, Client understands and agrees that Novus retains all right, title, and interest in any intellectual property developed prior to the effective date of the Agreement and utilized in the performance of the Agreement.

In any instance where Novus has agreed in writing in the Proposal to allow any intellectual property rights and title in the Work Product to vest with the Client, then Client is solely responsible for any and all costs associated with protecting the intellectual property, protecting and defending against infringement actions, and to prominently display any relevant disclaimers.

For any website developed by Novus and provided to Client, Client is responsible for inserting appropriate copyright protections and disclaimers. Novus shall be named as the developer prominently on all websites developed.

8. CONFIDENTIAL INFORMATION

Each Party acknowledges that confidential information or material of a commercial value ("Confidential Information"), including but not limited to product/service specifications, prototypes, computer files and programs, models, drawings, marketing plans, financial data, source code, trade secrets, copyrighted material, HIPPA protected information, and other information, whether in tangible or intangible form, pertaining to the business of a party, its employees, contractors, clients and/or business associates, has or will come into the possession or knowledge of each party in connection with this Agreement or the performance hereof. Each party further acknowledges that the Confidential Information represents confidential and proprietary trade secrets, whose disclosure to or use by third parties will be damaging to the owner thereof. Each party agrees to hold the other's Confidential Information in strictest confidence, not make use thereof other than for the performance of this Agreement, to release it only to those persons in their respective organizations requiring such information for the purposes of this Agreement, and not to release or disclose it to any third party without the other party's consent. These restrictions shall not be construed to apply to information a) generally available to the public; b) released by a disclosing party generally without restriction; c) independently developed or acquired by a party or its personnel without reliance in any way on Confidential Information of the other party; d) approved in writing for use and disclosure by the disclosing party, or its personnel, without restriction; or e) required to be disclosed by law or order of a court or other authority of competent jurisdiction, PROVIDED THAT the disclosing party provides the non-disclosing party notice of such required disclosure sufficiently in advance of the intended disclosure to permit the non-disclosing party to take action to prevent such disclosure if the non-disclosing party so deems necessary.

9. SOLICITATION OF EMPLOYEES

In consideration for the mutual promises contained herein, Client agrees not to solicit the services of or employ any of Novus' employees during the term of this Agreement and for a period of 12 months after the termination of this Agreement.

10. ARBITRATION OF DISPUTES

Any controversy or claim arising out of or relating to this contract, or breach thereof, shall be settled by binding arbitration administered in Hartford, Connecticut, or a mutually agreed suburb thereof, by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on any award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

11. ASSIGNMENT

Neither this Agreement, nor any duties or obligations under this Agreement may be assigned by Client or Novus without the prior written consent of the other party.

12. FORCE MAJEURE

Novus shall not be liable for its delay or failure in performing under this Agreement due to conditions or events beyond Novus's reasonable control, including, without limitation, natural disasters, accidents, power outages, equipment failure, labor disputes or shortages, governmental laws, ordinances, rules and regulations, and inability to obtain material, equipment, or transportation. If due to any such condition or event, Novus is unable to supply the Services or Products ordered by Client and some or all of Novus' other clients, Novus shall have the right to allocate Services and Products among its clients in such manner as Novus in its sole discretion deems fair and equitable.

13. METHOD OF PERFORMING SERVICES

It is the express intention of the parties that Novus is an independent contractor and not an employee, agent, joint venture, or partner of the Client. Nothing in this agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between Novus and the Client or any employee or agent of Novus. Both parties acknowledge that Novus is not an employee for federal or state tax purposes. Novus shall retain the right to perform services for others during the term of this agreement.

Novus shall use Novus's own discretion in performing the tasks assigned, subject to the general direction of the Client and subject to the express condition that Novus shall at all times comply with applicable law.

14. PLACE OF WORK

The parties agree that the nature of some of the services to be performed by Novus will necessitate that the services be performed on Client's premises or at other locations designated by Client. Client therefore agrees to furnish space on such premises for use by Novus while performing these services.

15. LIMITATION OF AUTHORITY

This Agreement does not authorize Novus to execute any agreements, sign any checks, or bind Client in any manner, or make any changes or incur or assume any obligations, liabilities, or responsibilities of Client or to perform any other act in the name of, or on behalf of, Client other than in accordance with the terms and conditions contained herein.

16. GOVERNING LAW

This Agreement shall be interpreted under and governed by the laws of the State of Connecticut. The venue for resolution of any disputes under this Agreement shall be in Hartford County, Connecticut.

The Client and its employees and representatives shall at all times comply with all applicable laws, ordinances, statutes, rules, regulations and orders of governmental authorities, including those having jurisdiction over its registration and licensing to perform services under this Agreement.