



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

**Board of Selectmen Agenda
Regular Meeting
Immediately following the Commission Chairmen Meeting at 7PM
Thursday, July 21, 2016
Colchester Town Hall
Meeting Room 1**

1. Call to Order
2. Additions to the Agenda
3. Approve Minutes of the July 7, 2016 Board of Selectmen Meeting
4. Citizen's Comments
5. Boards and Commissions – Interviews and/or Possible Appointments and Resignations
 - a. Possible Appointment of Linda Akerman to Fire Inspector
6. Budget Transfers
7. Tax Refunds & Rebates
8. Election of Board of Selectmen Vice Chairmen
9. Discussion and Possible Action on Economic Development Commission Facebook Plan
10. Discussion and Possible Action on Unemployment Tax Management Service Agreement
11. Discussion and Possible Action on Fire Department Replacement Copier Agreement
12. Discussion and Possible Action on Grant Application for Middlesex Paramedic Services
13. Discussion and Possible Action on Computer Network Administrator Job Description
14. Discussion and Possible Action on Board of Selectmen Bylaws
15. Citizen's Comments
16. First Selectman's Report
17. Liaison Reports
18. Adjourn

RECEIVED
TOWN OF COLCHESTER
JUL 21 2016

2016 JUL 19 AM 10:16



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

Board of Selectmen Minutes
Regular Meeting Minutes
Thursday, July 7, 2016
Colchester Town Hall @ 7pm

2016 JUL -
PA 1:38

MEMBERS PRESENT: Selectman Stan Soby, Selectman Rosemary Coyle, Selectman Denise Mizla, and Selectman John Jones.

MEMBERS ABSENT: First Selectman Art Shilosky

OTHERS PRESENT: Public Works Director J Paggioli, Town Clerk G Furman and Clerk T. Dean

1. **Call to Order**
R Coyle called the meeting to order at 7:00 p.m.
2. **Additions to the Agenda**
R Coyle asked that the following be added to the agenda; Item #15 Discussion and Possible Action on Public Works Facility Maintainer Job Description, renumber remaining items.

S Soby moved to add the agenda item as presented, seconded by D Mizla. Unanimously approved. MOTION CARRIED.
3. **Approve Minutes of the June 16, 2016 Regular Board of Selectmen Meeting**
J Jones moved to approve the Regular Board of Selectmen meeting minutes of June 16, 2016, seconded by S Soby. Unanimously approved. MOTION CARRIED
4. **Approve Minutes of the June 30, 2016 Special Board of Selectmen Meeting**
S Soby moved to approve the Special Board of Selectmen meeting minutes of June 30, 2016, seconded by D Mizla. Two abstentions by J Jones and R Coyle. Unanimously approved. MOTION CARRIED
5. **Citizen's Comments - none**
6. **Boards and Commissions – Interviews and/or Possible Appointments and Resignations**
 - a. **Economic Development Commission – Trever Falconi possible appointment for a five-year term to expire on 10/1/2018**
D Mizla moved to appoint Trever Falconi to the Economic Development Commission for a five-year term to expire on 10/1/2018, seconded by J Jones. Unanimously approved. MOTION CARRIED
 - b. **Housing Authority – Marion Spaulding possible reappointment for a five-year term to expire on 5/30/2021**
S Soby moved to reappoint Marion Spaulding to the Housing Authority for a five-year term to expire on 5/30/2021, seconded by J Jones. Unanimously approved. MOTION CARRIED.
7. **Budget Transfers - none**
8. **Tax Refunds & Rebates**
D Mizla moved to approve tax refund in the amount of \$29.97 to Rossi Law Offices LTD, seconded by J Jones. Unanimously approved. MOTION CARRIED
9. **Presentation by Solarize Connecticut**
Kate Donnelly, Smart Power Community Outreach Manager presented. Presentation attached.
10. **Discussion and Possible Action on Setting Snow Transfer Town Meeting Date**
S Soby moved to set the snow transfer town meeting date on Thursday, July 21, 2016 at 7pm, seconded by J Jones. Unanimously approved. MOTION CARRIED
11. **Discussion and Possible Action on Cintas Corporation Fire Alarm Service and Repair Contract**
S Soby moved to award the RFP 2016-12 Fire Alarm Service and Repair to Cintas Corporation and that the monitoring of the alarms be included within the award, for the FY 2016-17 through FY 2018-19, in accordance with the

specifications and response to the RFP and issued addendum, seconded by D Mizla. Unanimously approved. MOTION CARRIED

12. **Discussion and Possible Action on Hartford Sprinkler Company Fire Sprinkler Inspection Contract**
D Mizla moved to award the RFP 2016-13 Fire Sprinkler Inspection, Testing, Maintenance and Repair to the Hartford Sprinkler Company, Inc. for the FY 2016-17 through FY 2018-19, in accordance with the specifications and response to the RFP, seconded by S Soby. Unanimously approved. MOTION CARRIED
13. **Discussion and Possible Action on 57 Fest Fireworks Contract**
S Soby moved to approve Zambelli Fireworks for \$7,000 as the 2016 & 2017 Fireworks provider for 57 Fest and authorize the First Selectman to sign all necessary documents, seconded by D Mizla. Unanimously approved. MOTION CARRIED.
14. **Discussion and Possible Action on DCF Juvenile Review Board Support and Enhancement Grant**
S Soby moved to approve the application for the DCF JRB grant and authorize the First Selectman to sign all necessary documents, seconded by J Jones. Unanimously approved. MOTION CARRIED.
15. **Discussion and Possible Action on Public Works Facility Maintainer Job Description**
J Paggioli stated that this is now a town only position, that was previously shared with the Board of Education. This position is currently budgeted for part-time, but listed on the job description as part-time or full-time. This is done so that if there ever becomes a need for the position to be full time a revised job description wouldn't be needed. The full-time position would be dependent on the library custodian retiring. As of now the part time hours of 20 hrs/week are successful.

D Mizla moved to accept the new job description for Public Works Facility Maintainer as presented, seconded by S Soby. Unanimously approved. MOTION CARRIED.
16. **Discussion and Possible Action on Computer Network Administrator Job Description**
R Coyle stated that this job description is a combination of the two current part-time positions into one, eliminated what the current IT person is not doing. S Soby asked how it fits into the needs now and going forward. What happens when someone is not available in terms of backup. R Coyle stated that it is reflective of the position that exists right now, it doesn't address that particular concern. S Soby requested to have presented the two existing job descriptions, and go over what has been dropped into the combined job. Also to consider if this should be a position or a service.
NO ACTION
17. **Discussion and Possible Action on Board of Selectmen Bylaws**
Board discussed item #1 on the proposed bylaw addition that addresses time limits on citizen's comments. NO ACTION
18. **Citizens Comments - none**
19. **First Selectman's Report**
R Coyle reported that the Fire Dept. Strategic Plan is complete, the Chief is reviewing. A presentation will be made at a future tri-board meeting. Norton Grant \$518,000 was received, along with another grant for Dublin Village of \$800,000. New ZEO has been hired, Daphne Schuab. Legal line items are over, with a serious overage in Planning & Zoning legal due to one claim.
20. **Liaison Reports**
D Mizla reported on Charter Revision – group sent questions to the First Selectman's office to have researched. Also discussed procedural order.

S Soby reported on the Zoning Board of Appeals – two requests for variances, one will have significant density of multiple occupancy, no hardship was found, application denied. Second was for a garage addition that required significant variance of set-backs, denied.

Blight Task Force – working on a draft to deliver to the Board of Selectmen. Working on procedures, appeal and enforcement processes. Looking at what enforcement actions would be.

Health District – New director. Agreed on goals for the health director. Environmental committee met regarding fee structures. Discussed permit fee for pump out. New director is doing outreach and emphasis on customer service. Financial services structure was also discussed. R Coyle stated they have seen an excellent transition in way of doing business.

Planning & Zoning – special permit for the WJMS Building Project was approved. Fish and Game special permit was approved.

R Coyle reported on Senior Center subcommittee – developed a time line with town meetings that will be held at town hall for informational presentations. Two are slated for 7/19 at 3pm and 8/9 at 7pm.

21. Executive Session to Discuss CHVFD Personnel Matter

J Jones moved to enter into executive session to discuss CHVFD personnel matter and invite Chief Cox, seconded by S Soby. Unanimously approved. MOTION CARRIED.

Entered into executive session at 8:00 p.m.

Exited from executive session at 8:44 p.m.

22. Adjourn

J Jones moved to adjourn at 8:45 p.m., seconded by D Mizla. Unanimously approved. MOTION CARRIED.

Attachment: Solarize Connecticut

Respectfully submitted,

Tricia Dean, Clerk



SOLARIZE CONNECTICUTSM PHASE VII REQUEST FOR INTEREST FROM CONNECTICUT COMMUNITIES

(3/22/16)

1. OPPORTUNITY SUMMARY:

SmartPower is requesting proposals from Connecticut municipalities wishing to participate in the next round of the Solarize ConnecticutSM program. This program will drive community adoption of solar photovoltaic (PV) projects through a partnership focused on localized marketing and installation efforts, which in turn will help to lower the installation cost of residential solar PV installations within selected communities. The CT Green Bank and SmartPower have concluded five phases of the Solarize Connecticut program across fifty-eight Connecticut municipalities resulting in over 2,000 households going solar. We are currently engaged with 6 other towns participating in Solarize campaigns.

SmartPower will be selecting additional communities (individual or coalitions of towns) to participate in phase seven of the Solarize Connecticut program. Communities should demonstrate a clear commitment to increasing education and outreach around solar PV. The key to a successful solarize campaign is dependent on the municipality's ability to work in partnership with SmartPower, the chosen installer(s), town volunteers, and employees and the identification of one or more project leads.

A. PROGRAM OVERVIEW AND GOALS:

Program Description

The aggregation of multiple residential solar photovoltaic ("PV") installations within a community provides opportunities to realize economies of scale for the solar PV Installer(s), and ultimately cost savings for the customer. Installation prices for residential solar PV installations are generally higher than large-scale installations, in part due to the extra cost of customer acquisition – including marketing, advertising, and negotiating with multiple

customers. By educating the local community, streamlining marketing efforts, and aggregating sales, Solarize Connecticut helps make solar PV a more accessible and affordable energy option.

The goals of the program include:

- Increase education and awareness of solar PV and the process to purchase solar
- Increased consumer understanding of financing options that make solar PV more affordable for households
- Reduce costs associated with solar PV
- Increase local adoption of solar PV

Interested communities will collaborate with SmartPower, a non-profit marketing firm, to provide marketing services for Solarize Connecticut campaigns, to participate in the seventh phase of Solarize Connecticut. Each community will be asked to help recruit local outreach support (such as local energy, environmental or civic groups committed to assisting with public support and providing communication outlets for Solarize Connecticut), as well as volunteer Community Solar Ambassadors, who will help to generate interest amongst local residents. Communities should expect to host outreach events, propose communication strategies to inform residents about Solarize Connecticut and encourage residents to sign up for the program.

The community will work with SmartPower to organize community meetings and identify opportunities and resources to support outreach efforts. SmartPower will assist Communities and the selected Installer in deploying marketing strategies to enhance local interest in solar PV technology, as well as alleviate some of the marketing and acquisition costs associated with residential solar PV installations.

SmartPower is in the process of issuing an RFP to qualified installers and will work with communities to review and identify a solar PV Installer that will provide competitive pricing to residents for solar PV installations. Individuals within a community will remain free to contract with another installer, but they will not receive the cost savings or other benefits associated with Solarize Connecticut's pricing model. Interested customers will be able to contact the preferred Installer selected for their community, and sign up for a free site assessment. If the customer's site is deemed to be feasible for a solar PV project, they will have the option to contract with the Installer before the established program deadline. The Installer(s) will be responsible for assessing individual sites,

working with interested customers to design appropriate systems, and contracting with the customer for installation of the solar PV system. Customers who choose to participate in Solarize Connecticut will be eligible for incentives through the Connecticut Green Bank's Residential Solar Investment Program.

B. ELIGIBLE APPLICANTS:

In order for a municipality to be eligible to submit a proposal, the following requirements must be met:

- ✓ The municipality must be in either the Eversource or The United Illuminating Company service areas;
- ✓ The applicant must provide a complete application.
- ✓ The application must be signed by the Community's Chief Executive Officer committing to the municipality's full participation and cooperation with SmartPower in this program, and to the process of choosing the town's installer. The "Chief Executive Officer" is defined for purposes of this RFP as the Mayor, First Selectman, or Town Manager.

Proposals must contain the following:

- Identification of Municipal Representative and contact information (either town staff person, elected official or other municipal representative which may include task force members or volunteers) who will be responsible for all aspects of the Solarize Connecticut initiative in your municipality - include an explanation of how much time the individual can dedicate to the program and what qualities make this person ideal for managing such an initiative. This individual will be responsible for attending important meetings during the installer selection process, or for delegating these tasks to other individuals.
- Completed and signed Attachment A
- Completed and signed MOU
- **C. APPLICATION DEADLINE:**
- Communities will be accepted into the program on an ongoing basis. We will accept applications for fall campaigns by August 1.
- **E. ANTICIPATED TERM OF CONTRACT:**

- A Memo of Understanding (MOU) which will be executed upon the SmartPower admitting a community.
- **F. QUESTIONS AND CONTACT INFORMATION:**
- Please submit all questions to Kate Donnelly, SmartPower's Community Outreach Manager, at kdonnelly@smartpower.org or 860 604-4846. The application can also be submitted directly to Kate Donnelly via email.

Let's Solarize!

Solar. Simple. Together.

Solarize Connecticut is a proven model for advancing residential solar.

The Connecticut Green Bank has contracted with SmartPower to manage the Solarize ConnecticutSM program. Begun in 2012, the program has since expanded to include almost 60 communities across the state. Most towns at least double the amount of solar during the length of their campaigns (typically 18 weeks) compared to the total over the previous seven years.



Solarize by the numbers:

- 17.1 MWs of solar contracted across Connecticut
- Over 2,100 solar homes
- 58 communities participating
- Equivalent of planting 1,312,800 trees



SPARKED BY CONNECTICUT GREEN BANK

Here's how it works:

Solarize Connecticut utilizes key ingredients that overcome barriers for homeowners to install solar.



- 1. Community-sponsored program with municipal buy-in and support.** Town and local volunteers take responsibility for community outreach and local media, giving residents confidence to move forward. This program does not require town funding. Towns may work in coalition with neighboring communities.
- 2. Below market pricing.** Solar has come down significantly over the past few years, and Solarize offers an even better price. Plus homeowners can take advantage of state incentives and the 30% Federal Income Tax credit.
- 3. Recruitment of local solar champions.** People who have installed solar are the best spokespeople. We engage these "solar ambassadors" to help support outreach.
- 4. A pre-selected solar installer.** Working with SmartPower, each participating community or coalition competitively selects one or more solar installers to provide significant discounts in exchange for the town's education and outreach.
- 5. Financing.** Through Solarize homeowners can access financing options, through their solar installer, to make solar more affordable.
- 6. Visibility.** Lawn signs, banners, events, workshops, social media, and traditional media promote the program, raising visibility and interest across communities.
- 7. Clear end date.** The campaign runs for a limited number of weeks (typically 18), to ensure that prospective customers take action.

Solarize Connecticut works in large and small communities. SmartPower provides program and marketing support to ensure each community's success with their campaign. If your community is interested in participating in Solarize Connecticut or you would like to learn more, please contact Kate Donnelly at kdonnelly@smartpower.org.

Facebook.com/SolarizeCT #SolarizeCT



Facebook and EDC Website Management Plan

The following approach to the development of a Website and related Facebook Page is proposed by the Economic Development Commission in accordance with the request of the Board of Selectmen.

Purpose and Intent.

It is the intention of the Economic Development Commission to implement a Social Media tool to assist the Commission in its efforts to benefit businesses new and old in Colchester. To achieve this goal the EDC proposes to establish a Facebook Page and related Website separate but associated with the Town Website.

Structure

The Plan of the EDC is to develop and publish a Website and Facebook Page to promote business activity in Colchester and to offer one place where individuals and businesses can promote their services, where developers can identify their projects and opportunities and where those who are seeking to do or locate a business in Colchester will have on comprehensive resource to guide them.

Web site.

This feature of the program will have content including but not limited to:

1. Welcome and introduction to Colchester
2. Demographic Info in a Developers interest page
3. A feature allowing existing and new businesses to occupy a page displaying their offerings for a 30-day period.
4. A feature showing a map of Colchester with businesses and development sites along with contact information
5. A feature which describes the ways in which the EDC can assist business.
6. Links to the Town Website
7. Links to important development agencies

Facebook Page

This feature will be A social Media page which will have ongoing discussions of Commercial opportunities in our town.

Information on the EDC and how to get in touch with us.

News and info on items of interest to the public on the business sector

Links to the town website and EDC website.

Management Plan

1. The EDC has several members and volunteers who have experience in programming and developing this media. The Social Media offerings will be developed within this setting
2. The medial items will be compliant with the Social Medial Policy of the Town. The sole exception will be that the EDC offerings will seek to engage commerce as this this the intention of the EDC.
3. As the site is developed it will not be published to the web until approved by the EDC at a meeting convened for that purpose. Final approval of the site will be sought from the Board of Selectmen or its designate.
4. The Web Site will accept material for the business information section from new or existing businesses and shall post on a first come first serve basis.
5. The EDC will establish a subcommittee of its members to manage the design and development of the Website and Facebook page.
6. The EDC will in consultation with the Board of Selectmen identify domain names for the Web site , Facebook page and Colchester Grows email site.
7. It is understood that the website and Facebook page need to be monitored on daily basis. To facilitate this task the EDC will establish a Media subcommittee consisting of the Chairman and two other members approved by the commission. This subcommittee will monitor the social media and be empowered to respond to inquiries in compliance with Colchester Social Medial Policy.

MEMORANDUM

TO: Art Shilosky, First Selectman and Board of Selectman

FROM: James Ford, Economic Development Commission Chairman

RE: Establishment of Face Book Page for EDC

DATE: February 12, 2016

The Economic Development Commission, at its Regular Meeting of February 16th, voted to have me forward the request of the EDC to be authorized to work with Town Staff to access the Town web site and establish a related facebook page on which to provide information pertaining the business opportunities in the Town.

I have designed a few pages of material that can be included in the site: already approved sites ready for development, information on the downtown Village, and Westchester Village, the tax incentive program, and links to other sites that would assist businesses with answers to 'Frequently Asked Questions', as well as information about the Commission, it's charge, mission, and members. As you know members of the Commission have experience in this area and we look forward to using this knowledge to facilitate the deployment of these resources.

The Commission motioned to approve the establishment of the Economic Development Commission face book page, which shall be maintained by the Chair, or his designee, for the provision of business development information and assistance. We anticipate engaging the CBA and others to become involved in this effort. Our goal is to be proactive in developing tools which would put Colchester's many benefits in front of the development community which we hope will result in additional commercial development and in turn boost the Tax Base for the Town of Colchester.



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

Date: July 12, 2016

To: Board of Selectmen

From: N. Maggie Cosgrove, CFO

Subject: Unemployment Tax Management Corporation - Service Agreement

Background

Unemployment Tax Management Corporation currently provides services to the Town and Board of Education related to unemployment compensation claims.

These services include claims processing, the representation of the employer at all unemployment claim hearings, auditing of claims and benefit payments, consulting services and training. The proposed annual fee for these services is the same as FY 2015-16. The current contract expired on 6/30/16.

Recommendation

Approval of Service Agreement for the period 7/1/16-6/30/17 with the Town and authorization for First Selectman to sign all necessary documents.

UNEMPLOYMENT COMPENSATION SERVICE AGREEMENT

The UNEMPLOYMENT TAX MANAGEMENT CORPORATION (UTMC) agrees to perform the services listed below for the tax rating account(s) designated:

A. Claims Services

(1) Process unemployment compensation claims transmitted to UTMC, (2) where applicable, present reasons for claimant termination to the state agency, (3) provide complete follow through on protested and non-protested claims, dealing with the state agency on behalf of the client, and (4) discuss claims of unusual or problematical nature with the client.

B. Auditing Services

(1) Establish auditing parameters for all claims so as to control the state's charging of the client's account, (2) review each claim's wage data and record and compute that is required for "cost-efficient" auditing, (3) audit all benefit charge statements, (4) protest and appeal illegal, excessive, and unwarranted benefit charges, and (5) provide follow through on prior protests and inquiries to maximize the opportunity for a client credit.

C. Tax Rating Services

(1) Review client's quarterly contribution report and extract data for benefit charge auditing, where applicable and cost-efficient, and verification of state's tax assignment, (2) maintain a "debit-credit" ledger for each tax rating account, (3) verify the accuracy of the state's tax rate assignment to the client, and take appropriate protest action if client's taxes will be or could be higher than justified and (4) where applicable, notify the client as to the appropriateness of making a voluntary contribution as well as the recommended procedure and amount needed.

For the services above the **Town of Colchester** agrees to submit timely quarterly payments to UTMC in the amount of:

Two Hundred and Fifty Dollars (\$250)

This Agreement shall be effective for one year from July 1, 2016.

For client: _____

For UTMC: _____



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

Date: July 13, 2016

To: Board of Selectmen

From: N. Maggie Cosgrove, CFO

Subject: Replacement Copier – Fire Department

Background

The copier lease for the Fire Department expires on 7/31/16.

The total proposed lease for a replacement copier is \$115 per month for 60 months. The copier includes printer, scanner, and fax machine capabilities.

Upon approval of the lease agreement, final arrangements will be made to remove the existing equipment and accept delivery of the new equipment. The lease will commence upon acceptance of the delivery of the new equipment.

The lease agreement includes a non-appropriation clause.

Recommendation

Approve the 5 year lease agreement with Ricoh USA, Inc. under the U.S. Communities Master Lease Agreement and authorize the First Selectman to sign all necessary documents.

Image
Management
U.S. Communities Product Schedule

RICOH
RICOH USA, Inc.
70 Valley Stream Parkway
Malvern, PA 19355

Product Schedule Number: _____
Master Lease Agreement Number: _____

This Product Schedule (this "Schedule") is between Ricoh USA, Inc. ("we" or "us") and TOWN OF COLCHESTER, as customer or lessee ("Customer" or "you"). This Schedule constitutes a "Schedule," "Product Schedule," or "Order Agreement," as applicable, under the U.S. Communities Master Lease Agreement (together with any amendments, attachments and addenda thereto, the "Lease Agreement") identified above, between you and RICOH USA. All terms and conditions of the Lease Agreement are incorporated into this Schedule and made a part hereof. If we are not the lessor under the Lease Agreement, then, solely for purposes of this Schedule, we shall be deemed to be the lessor under the Lease Agreement. It is the intent of the parties that this Schedule be separately enforceable as a complete and independent agreement, independent of all other Schedules to the Lease Agreement.

CUSTOMER INFORMATION

TOWN OF COLCHESTER				MAGGIE COSGROVE			
Customer (Bill To)				Billing Contact Name			
62 OLD HARTFORD ROAD				122 NORTH HAVEN RD			
Product Location Address				Billing Address (if different from location address)			
COLCHESTER		CT	06416	COLCHESTER		CT	06416
City	County	State	Zip	City	County	State	Zip
Billing Contact Telephone Number			Billing Contact Facsimile Number		Billing Contact E-Mail Address		
860-537-7292			010-537-7231		maggiecosgrove@colchester.gov		

PRODUCT/EQUIPMENT DESCRIPTION ("Product")

Qty	Product Description: Make & Model
1	MP2754

Qty	Product Description: Make & Model

PAYMENT SCHEDULE

Minimum Term (months) 60	Minimum Payment (Without Tax) \$ 118.00	Minimum Payment Billing Frequency <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other: _____	Advance Payment <input type="checkbox"/> 1 st Payment <input type="checkbox"/> 1 st & Last Payment <input type="checkbox"/> Other: _____
Guaranteed Minimum Images**	Cost of Additional Images*	Meter Reading/Billing Frequency	
Images/Minute 0	Color 0	<input type="checkbox"/> Monthly <input checked="" type="checkbox"/> Quarterly <input type="checkbox"/> Other: _____	

* Based upon Minimum Payment Billing Frequency
** Based upon standard 8 1/2" x 11" paper size. Paper sizes greater than 8 1/2" x 11" may count as more than one image.

Sales Tax Exempt: YES (Attach Exemption Certificate) Customer Billing Reference Number (P.O. #, etc.) _____
Addendum(s) attached: YES (check if yes and indicate total number of pages: _____)

TERMS AND CONDITIONS

1. The first Payment will be due on the Effective Date. If the Lease Agreement uses the terms "Lease Payment" and "Commencement Date" rather than "Payment" and "Effective Date," then, for purposes of this Schedule, the term "Payment" shall have the same meaning as "Lease Payment," and the term "Effective Date" shall have the same meaning as "Commencement Date."

2. You, the undersigned Customer, have applied to us to use the above-described Product for lawful commercial (non-consumer) purposes. **THIS IS AN UNCONDITIONAL, NON-CANCELABLE AGREEMENT FOR THE MINIMUM TERM INDICATED ABOVE**, except as otherwise provided in the Lease Agreement, if applicable. If we accept this Schedule, you agree to use the above Product on all the terms hereof, including the terms and conditions on the Lease Agreement. **THIS WILL ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS SCHEDULE AND THE LEASE AGREEMENT AND HAVE RECEIVED A COPY OF THIS SCHEDULE AND THE LEASE AGREEMENT.** You acknowledge and agree that the Ricoh service commitments included on the "Image Management Commitments" page attached to this Schedule (collectively, the "Commitments") are separate and independent obligations of Ricoh USA, Inc. ("Rico") governed solely by the terms set forth on such page. If we assign this Schedule in accordance with the Lease Agreement, the Commitments do not represent obligations of any assignee and are not incorporated herein by reference. You agree that Ricoh alone is the party to provide all such services and is directly responsible to you for all of the Commitments. We are or, if we assign this Schedule in accordance with the Lease Agreement, our assignee will be, the party responsible for financing and billing this Schedule, including, but not limited to, the portion of your payments under this Schedule that reflects consideration owing to Ricoh in respect of its performance of the Commitments. Accordingly, you expressly agree that Ricoh is an intended party beneficiary of your payment obligations hereunder, even if this Schedule is assigned by us in accordance with the Lease Agreement.
3. **Image Charges/Meters:** In return for the Minimum Payment, you are entitled to use the number of Guaranteed Minimum Images as specified in the Payment Schedule of this Schedule. The Meter Reading/Billing Frequency is the period of time (monthly, quarterly, etc.) for which the number of images used will be reconciled. If you use more than the Guaranteed Minimum Images during the selected Meter Reading/Billing Frequency period, you will pay additional charges at the applicable Cost of Additional Images as specified in the Payment Schedule of this Schedule for images, black and white and/or color, which exceed the Guaranteed Minimum Images ("Additional Images"). The charge for Additional Images is calculated by multiplying the number of Additional Images by the applicable Cost of Additional Images. The Meter Reading/Billing Frequency may be different than the Minimum Payment Billing Frequency as specified in the Payment Schedule of this Schedule. You will provide us or our designee with the actual meter reading(s) by submitting meter reads electronically via an automated meter read program, or in any other reasonable manner requested by us or our designee from time to time. If such meter reading is not received within seven (7) days of either the end of the Meter Reading/Billing Frequency period or at our request, we may estimate the number of Images used. Adjustments for estimated charges for Additional Images will be made upon receipt of actual meter reading(s). Notwithstanding any adjustment, you will never pay less than the Minimum Payment.
4. Additional Provisions (if any) are: _____

THE PERSON SIGNING THIS SCHEDULE ON BEHALF OF THE CUSTOMER REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO DO SO.

<p>CUSTOMER</p> <p>By: <input checked="" type="checkbox"/> _____ Authorized Signer Signature</p> <p>Printed Name: _____</p> <p>Title: _____ Date: _____</p>	<p>Accepted by: RICOH USA, INC.</p> <p>By: _____ Authorized Signer Signature</p> <p>Printed Name: _____</p> <p>Title: _____ Date: _____</p>
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Image

Ricoh USA, Inc.
70 Valley Stream Parkway
Malvern, PA 19355

RICOH USA, INC. IMAGE MANAGEMENT COMMITMENTS

The below service commitments (collectively, the "Service Commitments") are brought to you by Ricoh USA, Inc., an Ohio corporation having its principal place of business at 70 Valley Stream Parkway, Malvern, PA 19355 ("Ricoh"). The words "you" and "your" refer to you, our customer. You agree that Ricoh alone is the party to provide all of the services set forth below and is fully responsible to you, the customer, for all of the Service Commitments. Ricoh or, if Ricoh assigns the Product Schedule to which this page is attached in accordance with the lease agreement (as defined in such Product Schedule), Ricoh's assignee, is the party responsible for financing and filing the Image Management Product Schedule. The Service Commitments are only applicable to the equipment ("Product") described in the Image Management Product Schedule by which these Service Commitments are attached, excluding facsimile machines, single-function and wide-format printers and production units. The Service Commitments are effective on the date the Product is accepted by you and apply during Ricoh's Normal Business Hours (as defined below). They remain in effect for the Minimum Term to long as no ongoing default exists on your part.

TERM PRICE PROTECTION

The Image Management Minimum Payment and the Cost of Additional Images, as described on the Image Management Product Schedule, will not increase in price during the Minimum Term of the Image Management Product Schedule, unless agreed to in writing and signed by both parties.

PRODUCT SERVICE AND SUPPLIES

Ricoh will provide full coverage maintenance services, including replacement parts, drums, labor and all service costs, during Normal Business Hours. "Normal Business Hours" are between 8:00 a.m. and 5:00 p.m., Monday to Friday excluding holidays. (A) New Year's Day; (B) Memorial Day; (C) 4th of July; (D) Labor Day; (E) Thanksgiving; (F) Day after Thanksgiving; and (G) Christmas Day. Ricoh will also provide the supplies required to produce images on the Product covered under the Image Management Product Schedule (other than non-metered Product and soft-metered Product). The supplies will be provided according to manufacturer's specifications. Ricoh reserves the right to assess a reasonable charge for supply shipments if you request overnight delivery. If Ricoh determines that you have used more supplies than the manufacturer's recommended specifications, you will pay reasonable charges for those excess supplies unless Ricoh may refuse you additional supply shipments, or as otherwise agreed to by the parties. Optional supply items such as paper and transparencies are not included, unless otherwise agreed to by the parties in writing. Charges are based on standard B&W images. Ricoh reserves the right to assess additional image charges for non-standard images, including 11x17 images.

RESPONSE TIME COMMITMENT

Ricoh will provide a one hour (1) phone response to service calls measured from receipt of your call. Ricoh will provide a four (4) business hour response time for all service calls located within a single metropolitan area, and an eight (8) business hour average response time for service calls located fifty (50) miles or greater from a Ricoh service center for the term of the Image Management Product Schedule. Response time is measured in aggregate for all Product covered by the Image Management Product Schedule.

UP TIME PERFORMANCE COMMITMENT

Ricoh will service the Product to be Operational with a quarterly uptime average of 96% during Normal Business Hours, excluding preventive and interim maintenance time. Downtime will begin at the time you place a service call to Ricoh and will end when the Product is again Operational. You agree to make the Product available to Ricoh for scheduled preventive and interim maintenance. You further agree to give Ricoh advance notice of any critical and specific uptime needs you may have so that Ricoh can schedule with you interim and preventive maintenance in advance of such needs. As used in these Service Commitments, "Operational" means substantial compliance with the manufacturer's specifications and/or performance standards and includes customary end user corrective actions.

IMAGE VOLUME FLEXIBILITY AND PRODUCT ADDITIONS

At any time after the expiration of the initial ninety day period of the original term of the Image Management Product Schedule to which these Service Commitments relate, Ricoh will upon your request, review your image volume. If the image volume has moved upward or downward by an amount sufficient for you to consider an alternative plan, Ricoh will present pricing options to account for new image volume. If you agree that additional product is required to satisfy your increased image volume requirements, Ricoh will include the product in the pricing options. The addition of product under increases/accesses to the Guaranteed Minimum Images requires an Amendment ("Amendment") to the Image Management Product Schedule that must be agreed to and signed by both parties to the Schedule. The term of the Amendment may not be less than the remaining term of the existing Image Management Product Schedule but may extend the remaining term of the existing Image Management Product Schedule for up to an additional 60 months. Adjustments to the Guaranteed Minimum Images commitment and/or the addition of product may result in a higher or lower minimum payment. Images decreases are limited to 25% of the Guaranteed Minimum Images in effect at the time of Amendment.

PRODUCT AND PROFESSIONAL SERVICES UPGRADE OPTION

At any time after the expiration of one-half of the original term of the Image Management Product Schedule to which these Service Commitments relate, you may reconfigure the Product by adding, exchanging, or upgrading to an Item of Product with additional features or enhanced technology. A new Image Management Product Schedule or Amendment must be agreed to and signed by the parties to the Schedule, for a term not less than the remaining term of the existing Image Management Product Schedule but may, in the case of an Amendment, extend the remaining term of the existing Image Management Product Schedule for up to an additional 60 months. The Cost of Additional Images and the Minimum Payment of the new Image Management Product Schedule will be based on any obligations remaining on the Product, the added commitment to new image volume commitment. Your Ricoh Account Executive will be pleased to work with you on a Technology Refresh prior to the end of your Image Management Product Schedule or Amendment.

PERFORMANCE COMMITMENT

Ricoh is committed to performing these Service Commitments and agrees to perform its services in a manner consistent with the applicable manufacturer's specifications. Should a Product or an accessory not be able to be maintained in conformance with manufacturer's specifications, Ricoh shall, at its own expense, replace such Product with another unit of the same product designation as that Product and Ricoh shall bear all installation, transportation, removal and rigging charges in connection with the installation of such replacement unit; provided, however that (a) the replacement unit may be a reconditioned or otherwise used unit rather than a new unit; and (b) if a replacement unit of the same product designation as the unit of Product it replaces is not available, the replacement unit may be a product of substantially similar or greater capabilities. Ricoh shall re-perform any Services not in compliance with this warranty and brought to Ricoh's attention in writing within a reasonable time, but in no event more than 30 days after such Services are performed. If you are dissatisfied with Ricoh's performance, you must send a registered letter outlining your concerns to the address specified below in the "Quality Assurance" section. Please allow 30 days for resolution.

ACCOUNT MANAGEMENT

Your Ricoh sales professional will, upon your request, be pleased to review your product performance metrics on a quarterly basis and at a mutually convenient date and time. Ricoh will, upon your request, be pleased to annually review your business environment and discuss ways in which Ricoh may improve efficiency and reduce waste relating to your document management processes.

QUALITY ASSURANCE

Please send all correspondence relating to the Service Commitments via registered letter to the Quality Assurance Department located at 1920 Acknowled Road, Macon, GA 31210. Attn: Quality Assurance. The Quality Assurance Department will coordinate resolution of any performance issues concerning the above Service Commitments with your local Ricoh office. To assure the most timely response please call 1-888-275-1565.

MISCELLANEOUS

These Service Commitments do not cover repairs resulting from misuse (including without limitation improper voltage or environment or the use of supplies that do not conform to the manufacturer's specifications), subjective matters (such as color reproduction accuracy) or any other factor beyond the reasonable control of Ricoh. Ricoh and you each acknowledge that these Service Commitments represent the entire understanding of the parties with respect to the subject matter hereof and that your sole remedy for any Service Commitments not performed in accordance with the foregoing is as set forth under the section hereof entitled "Performance Commitment". The Service Commitments made herein are service and/or maintenance warranties and are not product warranties. Except as expressly set forth herein, Ricoh makes no warranties, express or implied, including any implied warranties of merchantability, fitness for use, or fitness for a particular purpose. Neither party hereto shall be liable to the other for any consequential, indirect, punitive or special damages. Customer expressly acknowledges and agrees that, in connection with the security or recoverability of information stored in or recoverable from any Product provided or serviced by Ricoh, Customer is solely responsible for ensuring its own compliance with legal requirements or obligations to third parties pertaining to data security, retention and protection. These Service Commitments shall be governed according to the laws of the State wherein your principal place of business or residence is located without regard to its conflicts of law principles. These Service Commitments are not assignable by the Customer. Unless otherwise stated in your Implementation Certificate, your Product will ONLY be serviced by a "Ricoh Certified Technician". If any software, system support or related connectivity services are included as part of these Service Commitments as determined by Ricoh, Ricoh shall provide any such services at your location set forth in the Product Schedule as applicable, or on a remote basis. You shall provide Ricoh with such access to your facilities, networks and systems as may be reasonably necessary for Ricoh to perform such services. You acknowledge and agree that, in connection with its performance of its obligations under these Service Commitments, Ricoh may place automated meter reading units on imaging devices, including but not limited to the Product, at your location in order to facilitate the timely and efficient collection of near real time meter read data on a monthly, quarterly or annual basis. Ricoh agrees that such units will be used by Ricoh solely for such purpose. Once transmitted, all meter read data shall become the sole property of Ricoh and will be utilized for billing purposes.

70 Valley Stream Parkway, Malvern, PA 19355

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Customer Details
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RICOH

U.S. Communities Master Lease Agreement

Ricoh USA, Inc.
70 Valley Stream Parkway
Malvern, PA 19355

Number: 1026785

CUSTOMER INFORMATION

Full Legal Name TOWN OF COLCHESTER					
Address 127 NORWICH AVENUE					
City COLCHESTER	State CT	Zip 06415	Contact MAGGIE COSGROVE	Telephone Number 860-537-7229	
Federal Tax ID Number 06-6001974 <small>(The Not-For-Profit Section Number)</small>	Facsimile Number 860-537-7231		E-mail Address MCOYGROVE@COLCHESTERCT.ORG		

This U.S. Communities Master Lease Agreement ("Lease Agreement") has been written in clear, easy to understand English. When we use the words "you", "your" or "Customer" in this Lease Agreement, we mean you, our customer, as indicated above. When we use the words "we", "us" or "our" in this Lease Agreement, we mean Ricoh USA, Inc. ("Ricoh") or, if we assign this Lease Agreement or any Schedules executed in accordance with this Lease Agreement, pursuant to Section 13 below, the Assignee (as defined below). Our corporate office is located at 70 Valley Stream Parkway, Malvern, Pennsylvania 19355.

- Agreement.** This Lease Agreement is executed pursuant to the contract by and between Ricoh Americas Corporation and Fairfax County (the "County") on behalf of the U.S. Communities Government Purchasing Alliance and all public agencies, non-profits and higher education entities ("Participating Public Agencies"), having a Contract ID number of 4400603732 and the contract period is from February 11, 2013 to June 30, 2016, with the option to renew for no more than six (6) years (the "Contract Period"), one year at a time, or any combination thereof (the "Contract"). Notwithstanding the foregoing, any Schedule entered into during the Contract Period shall continue in full force and effect for the entire lease term set forth in the Schedule. We agree to lease or rent, as specified in any equipment schedule executed by you and us and incorporating the terms of this Lease Agreement by reference to a "Schedule", to you, and you agree to lease or rent, as applicable, from us, subject to the terms of this Lease Agreement and such Schedule, the personal and intangible property described in such Schedule. The personal and intangible property described on a Schedule (together with all attachments, replacements, parts, substitutions, additions, repairs, and accessories incorporated in or affixed to the property and any license or subscription rights associated with the property) will be collectively referred to as "Product." The manufacturer of the tangible Product shall be referred to as the "Manufacturer." To the extent the Product includes intangible property or associated services such as periodic software licenses and prepaid data base subscription rights, such intangible property shall be referred to as the "Software."
- Schedule Delivery and Acceptance.** This Lease Agreement shall consist of the terms and conditions of the Contract and this Lease Agreement and any Schedule issued pursuant thereto. As it pertains to this Lease Agreement, the order of precedence of the component parts of the Lease Agreement shall be as follows: (a) the terms and conditions of this Lease Agreement and Schedule issued pursuant thereto, and (b) the terms and conditions of the Contract. The foregoing order of precedence shall govern the interpretation of this Lease Agreement in cases of conflict or inconsistency therein. Each Schedule that incorporates this Lease Agreement shall be governed by the terms and conditions of this Lease Agreement and the Contract, as well as by the terms and conditions set forth in such individual Schedule. Each Schedule shall constitute a complete agreement separate and distinct from this Lease Agreement and any other Schedule. In the event of a conflict between the terms of this Lease Agreement and any Schedule, the terms of such Schedule shall govern and control, but only with respect to the Product subject to such Schedule. The termination of this Lease Agreement will not affect any Schedule executed prior to the effective date of such termination. When you receive the Product and it is installed, you agree to inspect it to determine it is in good working order. Scheduled Payments (as specified in the applicable Schedule) will begin on or after the Product acceptance date ("Effective Date") You agree to sign and return to us a delivery and acceptance certificate (which may be done electronically) within five (5) business days after any Product is installed confirming that the Product has been delivered, installed, and is in good condition and accepted for all purposes under the Lease Agreement.
- Term Payments.**
 - The first scheduled Payment (as specified in the applicable Schedule) ("Payment") will be due on the Effective Date or such later date as we may designate. The remaining Payments will be due on the same day of each subsequent month, unless otherwise specified on the applicable Schedule. To the extent not prohibited by applicable law, if any Payment or other amount payable under any Schedule is not received within ten (10) days of its due date, you will pay to us, in addition to that Payment, a one-time late charge of 5% of the overdue Payment (but in no event greater than the maximum amount allowed by applicable law). To the extent not prohibited by applicable law, you agree to pay \$25.00 for each check returned for insufficient funds or for any other reason.
 - In the event that Customer terminates the Maintenance Agreement (as hereunder defined) between Customer and the Servicer relating to the Product provided hereunder due to a material breach by Servicer of its service obligations which remained incurred for thirty (30) days following written notice of breach (in the manner expressly permitted by and in accordance with such Maintenance Agreement), Customer shall have the option of terminating the particular Product under a Schedule to this Lease Agreement to which such service failures relates upon thirty (30) days prior written notice to Ricoh. In the event of such termination, Customer shall pay all fees and charges incurred through the termination date of the applicable Product, including any late fee charges (to the extent such late fee charges may be charged pursuant to Section 3(a) of this Lease Agreement).
 - A Schedule may be terminated in whole or in part by the Customer in accordance with this Section 3(c) whenever the Customer shall determine that such a termination is in the best interest of the Customer. Any such termination shall be effected by delivery to Ricoh, at least thirty (30) working days prior to the effective date of such termination date, of a notice of termination specifying the extent to which performance shall be terminated. In the event of such termination, Customer agrees to return the Product to us in the manner required under Section 14 of this Lease Agreement and to pay to us (as compensation for loss of our bargain and not as a penalty), with respect to such terminated Product, financed Software and any Software Licenses, an amount which shall be equal to the monthly Payment for such Product, financed Software and/or Software License, as applicable, times the number of months remaining in the term of such Schedule (or any renewal of such Schedule) and/or any financing agreement with respect to the financed Software and/or Software License, plus any other amounts then due and payable under this Lease Agreement, Schedule and/or financing agreement with respect to such Product, Software and/or Software License, including, but not limited to, any lease payments and maintenance payments. Ricoh shall supply the Customer with the actual number of Payments remaining and the total amount due, and the Customer shall be relieved of all unpaid amounts for anticipated profit on unperformed services under any Maintenance Agreement (including any amount included in the monthly Payment that is attributable to maintenance, supplies, or any other service cost).
 - You also agree that, except (a) as set forth in Section 18 below entitled "State and Local Government Provisions", (b) for documented cases of non-performance as set forth in Section 3(b) and (c) for the best interest of the Customer as set forth in Section 3(c), THIS IS AN UNCONDITIONAL,

NON-CANCELABLE AGREEMENT FOR THE MINIMUM TERM INDICATED ON ANY SCHEDULE TO THIS LEASE AGREEMENT. All Payments to us are "net" and unconditional and are not subject to set off, defenses, counterclaim or reduction for any reason. You agree that you will remit payments to us in the form of company checks (or personal checks in the case of sole proprietorship), direct debit or wires only. You also agree that cash and cash equivalents are not acceptable forms of payment for this Lease Agreement or any Schedule and that you will not remit such forms of payment to us. Payment in any other form may delay processing or be returned to you. Furthermore, only you or your authorized agent as approved by us will remit payments to us.

4. **Product Location, Use and Repair.** You will keep and use the Product only at the Product Location shown in the applicable Schedule. You will not move the Product from the location specified in the applicable Schedule or make any alterations, additions or replacements to the Product without our prior written consent, which consent will not be unreasonably withheld. At your own cost and expense, you will keep the Product eligible for any Manufacturer's certification as to maintenance and in compliance with applicable laws and in good condition, except for ordinary wear and tear. You shall engage Ricoh, its subsidiaries or affiliates, or an independent third party (the "Service") to provide maintenance and support services pursuant to a separate agreement for such purpose ("Maintenance Agreement"). You may make alterations, additions or replacements (collectively, "Additions") and add Software to the Product provided that such Additions and Software do not impair the value or originally intended function or purpose of the Product and is not subject to any lien or security interest in favor of any other party, provided, further, that you remove such Additions and Software at your own cost and expense at the expiration or termination of the applicable Schedule. All Additions and Software which are not removed at the expiration or termination of the applicable Schedule will become part of the Product and our property at no cost or expense to us. We may inspect the Product upon proper notice to the customer at any reasonable time during normal working hours.

5. **Taxes and Fees.** To the extent not prohibited by applicable law and unless and to the extent you are exempt and provide a valid exemption certificate to us, in addition to the payments under this Lease Agreement, you agree to pay all taxes (other than property taxes), assessments, fees and charges governmentally imposed upon our purchase, ownership, possession, leasing, renting, operation, control or use of the Product. If we are required to pay off-site sales or use tax and you opt to pay such tax over the term of the lease and not as a lump sum at lease inception, then you agree to pay us a "Sales Tax Administrative Fee" equal to 3.5% of the total tax due per year, to be included as part of the Payment. A valid sales and use tax exemption certificate must be provided to us within ninety (90) days of the first invoice to receive a credit/waiver of sales tax.

6. **Warranties.** We transfer to you, without recourse, for the term of each Schedule, any written warranties made by the Manufacturer or Software Supplier (as defined in Section 10 of this Lease Agreement) with respect to the Product leased or rented pursuant to such Schedule. YOU ACKNOWLEDGE THAT YOU HAVE SELECTED THE PRODUCT BASED ON YOUR OWN JUDGMENT AND YOU HEREBY AFFIRMATIVELY DISCLAIM RELIANCE ON ANY ORAL REPRESENTATION CONCERNING THE PRODUCT MADE TO YOU. However, if you enter into a Maintenance Agreement with Service with respect to any Product, no provision, clause or paragraph of this Lease Agreement shall alter, restrict, diminish or waive the rights, remedies or benefits that you may have against Service under such Maintenance Agreement. WE MAKE NO WARRANTY, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. The only warranties, express or implied, made to you are the warranties (if any) made by the Manufacturer and/or Service to you in any documents, other than this Lease Agreement, executed by and between the Manufacturer and/or Service and you. YOU AGREE THAT, NOTWITHSTANDING ANYTHING TO THE CONTRARY, WE ARE NOT RESPONSIBLE FOR, AND YOU WILL NOT MAKE ANY CLAIM AGAINST US FOR, ANY CONSEQUENTIAL, SPECIAL, OR INDIRECT DAMAGES.

7. **Loss or Damages.** You are responsible for any theft of, destruction of, or damage to the Product (collectively, "Loss") from any cause at all, whether or not insured, from the time of Product acceptance by you until it is delivered to us at the end of the term of the Schedule. You are required to make all Payments even if there is a Loss. You must notify us in writing immediately of any Loss. Then, you shall be responsible to either (a) repair the Product so that it is in good condition and working order, eligible for any Manufacturer's certification, (b) pay us the amounts specified in Section 12 below, or (c) replace the Product with equipment of like age and capacity.

8. **Liability and Insurance.** You agree to maintain insurance, through self-insurance or otherwise, to cover the Product for all types of loss, including, without limitation, theft, in an amount not less than the full replacement value and you will name us as an additional insured and loss payee on your insurance policy. In addition, you agree to maintain comprehensive public liability insurance, which, upon our request, shall be in an amount acceptable to us and shall name us as an additional insured. Such insurance will provide that we will be given thirty (30) days advance notice of any cancellation. Upon our request, you agree to provide us with evidence of such insurance in a form reasonably satisfactory to us. If you fail to maintain such insurance or to provide us with evidence of such insurance, we may (but are not obligated to) obtain insurance in such amounts and against such risks as we deem necessary to protect our interest in the Product. Such insurance obtained by us will not insure you against any claim, liability or loss related to your interest in the Product and may be cancelled by us at any time. You agree to pay us an additional amount each month to reimburse us for the insurance premium and an administrative fee, on which we or our affiliates may earn a profit. In the event of loss or damage to the Product, you agree to remain responsible for the Payment obligations under this Lease Agreement until the Payment obligations are fully satisfied.

9. **Title, Recording.** We are the owner of and will hold title to the Product (except for any Software). You will keep the Product free of all liens and encumbrances, except as reflected on any Schedule, you agree that this Lease Agreement is a true lease. However, if any Schedule is deemed to be intended for security, you hereby grant to us a purchase money security interest in the Product covered by the applicable Schedule (including any replacements, substitutions, additions, attachments and proceeds) as security for the payment of the amounts under each Schedule. You authorize us to file a copy of this Lease Agreement and/or any Schedules as a financing statement, and you agree to promptly execute and deliver to us any financing statements covering the Product that we may reasonably require; provided, however, that you hereby authorize us to file any such financing statement without your authentication to the extent permitted by applicable law.

10. **Software or Intangibles.** To the extent that the Product includes Software, you understand and agree that we have no right, title or interest in the Software, and you will comply throughout the term of this Lease Agreement with any license and/or other agreement ("Software License") entered into with the supplier of the Software ("Software Supplier"). You are responsible for entering into any Software License with the Software Supplier no later than the Effective Date; provided, however, if you do not enter into the Software License, then we may choose not to lease such Software to you under this Lease Agreement.

11. **Default.** Each of the following is a "Default" under this Lease Agreement and all Schedules: (a) you fail to pay any Payment or any other amount within thirty (30) days of its due date, (b) any representation or warranty made by you in this Lease Agreement is false or incorrect and/or you do not perform any of your other obligations under this Lease Agreement or any Schedule and/or under any other agreement with us or with any of our affiliates and this failure continues for thirty (30) days after we have notified you of it, (c) a petition is filed by or against you or any guarantor under any bankruptcy or insolvency law or a trustee, receiver or liquidator is appointed for you, any guarantor or any substantial part of your assets, (d) you or any guarantor makes an assignment for the benefit of creditors, (e) any guarantor dies, stops doing business as a going concern or transfers all or substantially all of such guarantor's assets, or (f) you stop doing business as a going concern or transfer all or substantially all of your assets.

12. **Remedies.** If a Default occurs, we may do one or more of the following: (a) we may cancel or terminate this Lease Agreement and/or any or all Schedules; (b) we may require you to immediately pay to us, as compensation for loss of our bargain and not as a penalty, a sum equal to: (i) all past due Payments and all other amounts then due and payable under this Lease Agreement or any Schedule; and (ii) the present value of all unpaid Payments for the remainder of the term of each Schedule plus the present value of our anticipated value of the Product at the end of the initial term of any Schedule (or any renewal of such Schedule), each discounted at a rate equal to 3% per year to the date of default, and we may charge you interest on all amounts due us from the date of default until paid at the rate of 1.5% per month, but in no event more than the maximum rate permitted by applicable law. We agree to apply the net proceeds (as specified below in this Section) of any disposition of the Product to the amounts that you owe us; (c) we may require you to deliver the Product to us as set forth in Section 14; (d) to the extent not prohibited by applicable law, we or our representative may peacefully repossess the Product without a court order (it being agreed that we will provide you with written notice of Default prior to initiating recovery of the Product and will endeavor to contact you telephonically to schedule a convenient time to recover the Product); (e) we may exercise any and all other rights or remedies


Customer Initials

available to a lender, secured party or factor under the Uniform Commercial Code ("UCC"), including, without limitation, those set forth in Article 2A of the UCC, and at law or in equity, (f) we may immediately terminate your right to use the Software including the disabling (on-site or by remote communication) of any Software, (g) we may demand the immediate return and obtain possession of the Software and re-license the Software at a public or private sale; (h) we may cause the Software Supplier to terminate the Software License, support and other services under the Software License, and/or (i) at our option, we may sell, re-lease, or otherwise dispose of the Product under such terms and conditions as may be acceptable to us in our discretion. If we take possession of the Product (or any Software, if applicable), we may sell or otherwise dispose of it with or without notice, at a public or private disposition, and in apply the net proceeds (after we have deducted all costs, including reasonable attorneys' fees) to the amounts that you owe us. You agree that, if notice of sale is required by law to be given, ten (10) days notice shall constitute reasonable notice. If applicable, you will remain responsible for any deficiency that is due after we have applied any such net proceeds. To the extent permitted by applicable law, in the event an action is brought to enforce or interpret this Lease Agreement, the prevailing party shall be entitled to reimbursement of all costs including, but not limited to, reasonable attorney fees and court costs incurred.

13. **Divestiture of Product Assignment.** YOU HAVE NO RIGHT TO SELL, TRANSFER, ENCUMBER, SUBLET OR ASSIGN THE PRODUCT OR THIS LEASE AGREEMENT OR ANY SCHEDULE WITHOUT OUR PRIOR WRITTEN CONSENT (which consent shall not be unreasonably withheld). You agree that we may sell or assign all or a portion of our interests, but not our obligations, in the Product and/or this Lease Agreement or any Schedule without notice to you even if less than all the Payments have been assigned. In the event the remit to address for Payments is changed during the term of this Lease Agreement or any Schedule, then Ricoh or the Assignee will provide notice to you. In that event, the assignee (the "Assignee") will have such rights as we assign to them but none of our obligations (we will keep those obligations) and the rights of the Assignee will not be subject to any claims, defenses or set offs that you may have against us. No assignment to an Assignee will release Ricoh from any obligations Ricoh may have to you hereunder. The Maintenance Agreement you have entered into with a Service Provider will remain in full force and effect with Service Provider and will not be affected by any such assignment. You acknowledge that the Assignee did not manufacture or design the Product and that you have selected the Manufacturer, Service Provider and the Product based on your own judgment.

14. **Renewal, Return of Product.** UNLESS EITHER PARTY NOTIFIES THE OTHER IN WRITING AT LEAST THIRTY (30) DAYS, BUT NOT MORE THAN ONE HUNDRED TWENTY (120) DAYS, PRIOR TO THE EXPIRATION OF THE MINIMUM TERM OR EXTENSION OF SUCH SCHEDULE, AFTER THE MINIMUM TERM OR ANY EXTENSION OF ANY SCHEDULE TO THIS LEASE AGREEMENT, SUCH SCHEDULE WILL AUTOMATICALLY RENEW ON A MONTH-TO-MONTH BASIS; PROVIDED, HOWEVER, THAT AT ANY TIME DURING ANY MONTH-TO-MONTH RENEWAL, WE HAVE THE RIGHT, UPON THIRTY (30) DAYS NOTICE, TO DEMAND THAT THE PRODUCT BE RETURNED TO US IN ACCORDANCE WITH THE TERMS OF THIS SECTION 14. Notwithstanding the foregoing, nothing herein is intended to provide, nor shall be interpreted as providing, (a) you with a legally enforceable option to extend or renew the terms of this Lease Agreement or any Schedule, or (b) us with a legally enforceable option to compel any such extension or renewal. At the end of or upon termination of each Schedule, you shall immediately make arrangements to have the Product subject to such expired Schedule picked up by us (or our designee), in as good condition as when you received it, except for ordinary wear and tear. Ricoh (or our designee) shall bear shipping charges. You must pay additional monthly Payments at the same rate as then in effect under a Schedule, until (i) you provide notice to us prior to the expiration of the minimum term or extension of any Schedule and (ii) the Product is picked up by us or our designee and is received in good condition and working order by us or our designee. Notwithstanding anything to the contrary set forth in this Lease Agreement, the parties acknowledge and agree that we shall have no obligation to remove, delete, preserve, maintain or otherwise safeguard any information, images or content retained by or resident in any Products leased by you hereunder, whether through a digital storage device, hard drive or other electronic medium ("Data Management Services"). If desired, you may engage Ricoh to perform Data Management Services at then-prevailing contracted rates pursuant to your Maintenance Agreement or other agreement with Ricoh. You acknowledge that you are responsible for ensuring your own compliance with legal requirements in connection with data retention and protection and that we do not provide legal advice or represent that the Products will guarantee compliance with such

requirements. The selection, use and design of any Data Management Services, and any decisions arising with respect to the deletion or storage of data, as well as the loss of any data resulting therefrom, shall be your sole and exclusive responsibility.

15. **Miscellaneous.** It is the intent of the parties that this Lease Agreement and any Schedule shall be deemed and constitute a "finance lease" as defined under and governed by Article 2A of the UCC. ORAL AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE. YOU AGREE THAT THE TERMS AND CONDITIONS CONTAINED IN THE CONTRACT, THIS LEASE AGREEMENT, AND IN EACH SCHEDULE MAKE UP THE ENTIRE AGREEMENT BETWEEN US REGARDING THE LEASING OR RENTAL OF THE PRODUCT AND SUPERSEDE ALL PRIOR WRITTEN OR ORAL COMMUNICATIONS, UNDERSTANDINGS OR AGREEMENTS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER CONTAINED HEREIN, INCLUDING, WITHOUT LIMITATION, PURCHASE ORDERS. Any purchase order, or other ordering documents, will not modify or affect this Lease Agreement or any Schedule and shall serve only the purpose of identifying the equipment ordered. You authorize us to supply any missing "configure to order" number ("CTO"), other equipment identification numbers (including, without limitation, serial numbers), agreement/schedule identification numbers and/or dates in this Lease Agreement or any Schedule. You acknowledge that you have not been authorized to enter into this Lease Agreement by any representation or warranty not expressly set forth in this Lease Agreement. Neither this Lease Agreement nor any Schedule is binding on us until we sign it. ANY CHANGE IN ANY OF THE TERMS AND CONDITIONS OF THIS LEASE AGREEMENT OR ANY SCHEDULE MUST BE IN WRITING AND SIGNED BY BOTH PARTIES. If we delay or fail to enforce any of its rights under this Lease Agreement with respect to any or all Schedules, we will still be able to enforce those rights at a later time. All notices shall be given in writing and sent either (a) by certified mail, return receipt requested, or registered overnight delivery service, postage prepaid, addressed to the party receiving the notice at the address shown on the front of this Lease Agreement, or (b) by facsimile transmission, with oral confirmation, to the facsimile number shown below such party's signature on this Lease Agreement. Either party may change its address or facsimile number by giving written notice of such change to the other party. Notices shall be effective on the date received. Each of our respective rights and indemnities will survive the termination of this Lease Agreement and each Schedule. If more than one customer has signed this Lease Agreement or any Schedule, each customer agrees that its liability is joint and several. It is the express intent of the parties not to violate any applicable usury laws or to exceed the maximum amount of time price differential or interest, as applicable, permitted to be charged or collected by applicable law, and any such excess payment will be applied to payments in the order of maturity, and any remaining excess will be refunded to you. We make no representation or warranty of any kind, express or implied, with respect to the legal, tax or accounting treatment of this Lease Agreement and any Schedule and you acknowledge that we are an independent contractor and not your fiduciary. You will obtain your own legal, tax and accounting advice related to this Lease Agreement or any Schedule and make your own determination of the proper accounting treatment of this Lease Agreement or any Schedule. We may receive compensation from the Manufacturer or supplier of the Product in order to enable us to reduce the cost of leasing or renting the Product to you under this Lease Agreement or any Schedule below what we otherwise would charge. If we received such compensation, the reduction in the cost of leasing or renting the Product is reflected in the Minimum Payment specified in the applicable Schedule. To the fullest extent permitted by applicable law, you authorize us or our agent to obtain credit reports and make credit inquiries regarding you and your financial condition and to provide your information, including payment history, to our assignees and third parties having an economic interest in this Lease Agreement, any Schedule or the Product.

16. **Governing Law, Jurisdiction, Waiver of Trial by Jury and Certain Rights and Remedies Under The Uniform Commercial Code.** YOU AGREE THAT THIS LEASE AGREEMENT AND ANY SCHEDULE WILL BE GOVERNED UNDER THE LAW FOR THE STATE WHERE YOUR PRINCIPAL PLACE OF BUSINESS OR RESIDENCE IS LOCATED. YOU ALSO CONSENT TO THE VENUE AND NON-EXCLUSIVE JURISDICTION OF ANY COURT LOCATED IN THE STATE WHERE YOUR PRINCIPAL PLACE OF BUSINESS OR RESIDENCE IS LOCATED TO RESOLVE ANY CONFLICT UNDER THIS LEASE AGREEMENT. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, THE PARTIES TO THIS LEASE AGREEMENT EACH WAIVE THE RIGHT TO TRIAL BY JURY IN THE EVENT OF A


Customer Initials

LAWSUIT. TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU WAIVE ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A CUSTOMER OR LESSEE BY SECTIONS 508-522 OF ARTICLE 2A OF THE UCC THAT YOU MAY HAVE AGAINST US (BUT NOT AGAINST THE MANUFACTURER OF THE PRODUCT), TO HELP THE GOVERNMENT FIGHT THE FUNDING OF TERRORISM AND MONEY LAUNDERING ACTIVITIES. FEDERAL LAW REQUIRES ALL FINANCIAL INSTITUTIONS TO OBTAIN, VERIFY AND RECORD INFORMATION THAT IDENTIFIES EACH PERSON WHO OPENS AN ACCOUNT. WHAT THIS MEANS FOR YOU: WHEN YOU OPEN AN ACCOUNT, WE WILL ASK FOR YOUR NAME, ADDRESS AND OTHER INFORMATION THAT WILL ALLOW US TO IDENTIFY YOU. WE MAY ASK TO SEE IDENTIFYING DOCUMENTS.

17. **Counterparts, Facsimiles.** Each Schedule may be executed in counterparts. The counterpart which has our original signature and/or is in our possession or control shall constitute chattel paper as that term is defined in the UCC and shall constitute the original agreement for all purposes, including, without limitation, (a) any hearing, trial or proceeding with respect to such Schedule, and (b) any determination as to which version of such Schedule constitutes the single true original term of chattel paper under the UCC. If you sign and transmit a Schedule to us by facsimile or other electronic transmission, the facsimile or such electronic transmission of such Schedule, upon execution by us (manually or electronically, as applicable), shall be binding upon the parties. You agree that the facsimile or other electronic transmission of a Schedule containing your facsimile or other electronically transmitted signature, which is manually or electronically signed by us, shall constitute the original agreement for all purposes, including, without limitation, those outlined above in this Section. You agree to deliver to us upon our request the counterpart of such Schedule containing your original manual signature.

18. **State and Local Government Provisions.** If the Customer is a State or political subdivision of a State, as those terms are defined in Section 103 of the Internal Revenue Code, the following additional terms and conditions shall apply:

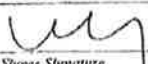

- (a) **Essentiality.** During the term of this Lease Agreement and any Schedule, the Product will be used solely for the purpose of performing one or more governmental or proprietary functions consistent with the permissible scope of your authority. You represent and warrant that the use of the Product is essential to performing such governmental or proprietary functions.
- (b) **Non-Appropriation/Non-Substitution.** (i) If your governing body fails to appropriate sufficient monies in any fiscal period for rentals and other payments coming due under a Schedule to this Lease Agreement in the next succeeding fiscal period for any equipment which will perform services and functions which in whole or in part are essentially the same services and functions performed by the Product covered by any such Schedule, then a "Non-Appropriation" shall be deemed to have occurred. (ii) If a Non-Appropriation occurs, then: (A) you must give us immediate notice of such Non-Appropriation and provide written notice of such failure by your governing body at least sixty (60) days prior to the end of the then current fiscal year or if Non-Appropriation has not occurred by such date, immediately upon Non-Appropriation, (B) no later than the last day of the fiscal year for which appropriations were made for the rental due under any Schedule to this Lease Agreement (the "Return Date"), you shall make available to us (or our designee) all, but not less than all, of the Product

covered by such Schedule to this Lease Agreement, at your sole expense, in accordance with the terms hereof; and (C) any Schedule to this Lease Agreement shall terminate on the Return Date without penalty or expense to you and you shall not be obligated to pay the rentals beyond such fiscal year, provided that (x) you shall pay any and all rentals and other payments due up through the end of the last day of the fiscal year for which appropriations were made and (y) you shall pay month-to-month rent at the rate set forth in any such Schedule for each month or part thereof that you fail to make available to us (or our designee) the Product as required herein. (iii) Upon any such Non-Appropriation, upon our request, you will provide an opinion of independent counsel or other legally designated authority (who shall be reasonably acceptable to us), in form reasonably acceptable to us, confirming the Non-Appropriation and providing reasonably sufficient proof of such Non-Appropriation.

- (c) **Renting Intend.** You represent and warrant to us that you presently intend to continue this Lease Agreement and any Schedule hereto for the entire term of such Schedule and to pay all rentals relating to such Schedule and to do all things lawfully within your power to obtain and maintain funds from which the rentals and all other payments owing under such Schedule may be made. The parties acknowledge that appropriation for rentals is a governmental function to which you cannot contractually commit yourself in advance and this Lease Agreement shall not constitute such a commitment. To the extent permitted by law, the person or entity in charge of preparing your budget will include in the budget request for each fiscal year during the term of each Schedule, respectively, to this Lease Agreement an amount equal to the rentals (to be used for such rentals) to become due in such fiscal year, and will use all reasonable and lawful means available to secure the appropriation of money for such fiscal year sufficient to pay all rentals coming due during such fiscal year.
- (d) **Authority and Authorization.** (i) You represent and warrant to us that: (A) you are a State or political subdivision of a State, as those terms are defined in Section 103 of the Internal Revenue Code; (B) you have the power and authority to enter into this Lease Agreement and all Schedules to this Lease Agreement; (C) this Lease Agreement and all Schedules to this Lease Agreement have been duly authorized, executed and delivered by you and constitute valid, legal and binding agreement(s) enforceable against you in accordance with their terms; and (D) no further approval, consent or withholding of objections is required from any governmental authority with respect to this Lease Agreement or any Schedule to this Lease Agreement. (ii) If and to the extent required by us, you agree to provide us with an opinion of independent counsel or other legally designated authority (who shall be reasonably acceptable to us) confirming the foregoing and other related matters, in form and substance acceptable to us. (iii) You agree to take all required actions and to file all necessary forms, including IRS Forms 8078-G or 8038 GC, as applicable, to preserve the tax exempt status of this Lease Agreement and all Schedules thereto. (iv) You agree to provide us with any other documents that we may reasonably request in connection with the foregoing and this Lease Agreement.
- (e) **Assignment.** You agree to acknowledge any assignment to the Assignee in writing, if so requested, and, if applicable, to keep a complete and accurate record of all such assignments in a manner that complies with Section 149(a) of the Internal Revenue Code and the regulations promulgated thereunder.

IN WITNESS WHEREOF, the parties have executed this Lease Agreement as of the dates set forth below

THE PERSON SIGNING THIS LEASE AGREEMENT ON BEHALF OF THE CUSTOMER REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO DO SO.

<p>CUSTOMER</p> <p>By: X </p> <p style="text-align: center;"><i>Authorized Signer Signature</i></p> <p>Printed Name: <u>Gary S. Brown</u></p> <p>Title: <u>Finance Services Manager</u> Date: <u>9/21/15</u></p> <p>Facsimile Number: <u>816.052.7054.7</u></p>	<p>Accepted by: RICOH USA, INC</p> <p>By: </p> <p style="text-align: center;"><i>Authorized Signer Signature</i></p> <p>Printed Name: <u>YOLANDA RADFORD</u></p> <p>Title: <u>OPERATIONS SPECIALIST</u> Date: <u>OCT 28 2015</u></p> <p>Facsimile Number: _____</p>
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RICOH

EQUIPMENT REMOVAL/BUY OUT AUTHORIZATION

Customer Name: TOWN OF COLCHESTER		Phone: 800-637-7282	
Contact Name: MICHELLE MARCEAU		City: COLCHESTER	
Address: 127 NORWICH AVE		Fax/Email: mmarceau@colchesterct.gov	
State: CT	Zip: 06415		
Make: RICOH	Model: MP 2550	Serial Number: M8415100251	Machine Status: LEASED

This Authorization applies to the equipment identified above and to the following Removal/Buy Out Option

This Authorization will confirm that Customer desires to engage Ricoh USA, Inc. ("Ricoh") to pick-up and remove certain items of equipment that are currently (i) owned by Customer or (ii) leased from Ricoh or other third party (as specified below), and that you intend to issue written or electronic removal requests (whether such equipment is identified in this Authorization, in a purchase order, in a letter or other written form) to Ricoh from time to time for such purpose. Such removal request will set forth the location, make, model and serial number of the equipment to be removed by Ricoh. By signing below, you confirm that, with respect to every removal request issued by Customer (1) Ricoh may rely on the request, and (2) the request shall be governed by this Authorization. Notwithstanding the foregoing, the parties acknowledge and agree that Ricoh shall have no obligation to remove, delete, preserve, maintain or otherwise safeguard any information, images or content retained by, in or on any item of equipment serviced by Ricoh, whether through a digital storage device, hard drive or similar electronic medium ("Data Management Services"). If desired, Customer may engage Ricoh to perform such Data Management Services at its then-current rates. Notwithstanding anything in this Authorization to the contrary, (i) Customer is responsible for ensuring its own compliance with legal requirements pertaining to data retention and protection, (ii) it is the Customer's sole responsibility to obtain advice of competent legal counsel as to the identification and interpretation of any relevant laws and regulatory requirements that may affect the customer's business or data retention, and any actions required to comply with such laws, (iii) Ricoh does not provide legal advice or represent or warrant that its services or products will guarantee or ensure compliance with any law, regulation or requirement, and (iv) the selection, use and design of any Data Management Services, and any and all decisions arising with respect to the deletion or storage of any data, as well as any loss of data resulting therefrom, shall be the sole responsibility of Customer, and Customer shall indemnify and hold harmless Ricoh and its subsidiaries, directors, officers, employees and agents from and against any and all costs, expenses, liabilities, claims, damages, losses, judgments or fees (including reasonable attorneys' fees) (collectively, "Losses") arising therefrom or related thereto.

Equipment Removal (Owned by Customer): In addition to the terms and conditions set forth above, the following terms and conditions shall apply for Customer-owned equipment removals: Customer confirms that (1) Customer has good, valid and marketable title to such equipment and has satisfied all payment and other obligations relating to such equipment which may be owing to any third party under applicable lease, financing, sale or other agreements, (2) Customer has obtained any and all necessary consents and approvals required to authorize Ricoh to remove such items of equipment and to take title thereto, and (3) by this Authorization, Customer hereby transfers good and valuable title and ownership to Ricoh to the equipment, free and clear of any and all liens and encumbrances of any nature whatsoever and Customer will cause to be done, executed and delivered all such further instruments of conveyance as may be reasonably requested for the vesting of good title in Ricoh.

Equipment Removal (Leased by Customer): In addition to the terms and conditions set forth above, the following terms and conditions shall apply for equipment removals of equipment leased by Customer: Except for the obligations of Ricoh to pick up and remove the identified equipment, Ricoh does not assume any obligation, payment or otherwise, under any lease agreement, which shall remain Customer's sole responsibility. As a material condition to the performance by Ricoh, Customer hereby releases Ricoh from, and shall indemnify, defend and hold Ricoh harmless from and against, any and all claims, liabilities, costs, expenses and fees arising from or relating to any breach of Customer's representations or obligations in this Authorization or of any obligation owing by Customer under its lease agreement.

Buy Out Terms: Upon execution and delivery by Customer of a sale, lease (and related delivery and acceptance certificate), service and/or other agreement ("Agreement") between Ricoh and/or other third party, Ricoh agrees to pay to

(A) the customer (and Customer hereby agrees to promptly pay such amount to the below named payee ("Payee"), or

(B) the Payee identified below, an amount ("Buy Out Amount") equal to \$ _____, to pay off and/or reduce Customer's obligations owing under that certain equipment lease agreement _____ for third party lease company ("Third Party Lease") between Customer and Payee relating to the equipment identified in the Third Party Lease.

THIRD PARTY LEASE - COMPANY INFORMATION

Payee Name:	Attention To:
Address:	
<input type="checkbox"/> W-9 Included	<input type="checkbox"/> Third-Party Quote or Proof of Buy Out Included
Mailing Method: (select one) <input type="checkbox"/> Mail Check (regular) <input type="checkbox"/> Overnight Check	

The Buy Out Amount represents the total amount payable by Ricoh for such purpose. Ricoh shall have no obligation, and does not assume any obligation, under the Third Party Lease. Customer acknowledges that Customer is solely responsible to make payments to the Payee under the Third Party Lease, to return the Equipment at the appropriate time to the appropriate location as determined by the Payee, and to fulfill any and all payment and other obligations under the Third Party Lease. Customer agrees to indemnify and hold Ricoh harmless from any losses, damages, claims, suits and actions (including reasonable attorneys' fees) arising from the breach by Customer of any of its obligations contained in this authorization and/or the Third Party Lease.

CUSTOMER

By: _____
 Name: _____
 Title: _____
 Date: _____

RICOH USA, INC.

By: _____
 Name: _____
 Title: _____
 Date: _____



July 1, 2016

Art Shilosky
First Selectman
Colchester Town Hall
127 Norwich Avenue
Colchester, CT 06415

Dear Art:

Enclosed are two copies of the Grant Application for the Paramedic Services. Please sign and return both copies in the envelope provided. A representative from Middlesex Hospital will sign them and mail back an original.

Please feel free to call me at 860-358-6081 with any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Jim Santacroce".

Jim Santacroce
Manager, Emergency Medical Services

Enclosures

JS/li

28 Crescent Street
Middletown, Connecticut 06457-3650

tel 860 358-6000
fax 860 358-6654
www.middlesexhospital.org

**MIDDLESEX HOSPITAL
PARAMEDIC SERVICES AGREEMENT**

This Agreement is entered into effective as of July 1, 2016 by and between MIDDLESEX HOSPITAL, a Connecticut corporation owning and operating a Connecticut licensed acute care hospital and other treatment facilities with a business address at 28 Crescent Street Middletown, CT 06457 "Middlesex Hospital" and the Town of Colchester with offices at 127 Norwich Ave Colchester, CT 06415.

WITNESSETH

WHEREAS, the Town of Colchester is desirous of entering into an agreement with Middlesex Hospital to ensure the continuation providing of paramedic services to the residents of the Town and to insure that the availability of the highest quality of paramedic services to its residents is maintained, and

WHEREAS, Middlesex Hospital is desirous of entering into an Agreement with the Town of Colchester for providing of paramedic services to the residents of the Town.

NOW THEREFORE, in consideration of the mutual promises set forth below and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Paramedic Service Fee.** Town will pay Middlesex Hospital a paramedic service fee to provide Paramedic Services as set forth below in Sections 2 and 3. The paramedic service fee shall be \$1.00 "per-capita" for the approximate annual population of the Town of Colchester as determined by the most current census in accordance with census.gov. The paramedic service fee for this Agreement, based on the aforementioned information shall increase \$1.00 at each Renewal Term as set forth in Section 5. Term/Termination. The paramedic service fee will be billed annually on July 30th by Middlesex Hospital and shall be due thirty (30) days after receipt of invoice.

2. Middlesex Hospital shall endeavor to make available licensed Paramedics for Services twenty-four (24) hours per day, seven (7) days per week. Town acknowledges that emergency medical service system demands on Middlesex Hospital will at times prevent Middlesex Hospital from responding timely to Colchester request. Middlesex Hospital will notify Colchester immediately at the time of request when such circumstances exist. In such circumstances, paramedic services will be requested by Middlesex according to its existing mutual aid agreements with other paramedic service providers.

3. Middlesex Hospital shall respond to Colchester requests to provide Services either at the scene of the medical emergency or by meeting the transporting ambulance *en route* to an acute care medical facility at an agreed intercept point. Services shall be provided

by a Middlesex Hospital Paramedic in accordance with the most recent revision to the State of Connecticut ALS Protocols.

4. **Advisory Committee.** An advisory committee comprised of EMS service chiefs, town selectmen and Middlesex Hospital representatives will be formed and will meet no less than quarterly to discuss matters related to service, financial performance, supplies, training and other issues.

5. **Term/Termination.** This Agreement shall commence on the effective date of this Agreement and shall continue for one (1) year. Upon mutual Agreement between the parties in writing this Agreement may be renewed for additional one (1) year terms ("each, Renewal Term") under the same terms and conditions not more than four (4) subsequent annual one (1) year renewal Terms. Either party has the right to terminate this Agreement without cause upon ninety (90) days prior written notice to the other party.

6. **Connecticut Law.** The laws of the State of Connecticut will govern the interpretation and construction of this Agreement and the acts or omissions of the parties pursuant to it, without reference to conflicts of law principles. Town expressly consents to the personal jurisdiction of the state courts located in Middlesex Judicial District for the State of Connecticut, and to the United States District Court for the District of Connecticut.

7. **Assignment.** Neither party shall assign this Agreement or any rights hereunder without the prior written consent of the other party; provided, however, that Middlesex Hospital may assign this Agreement in the event that it is acquired by or merges with another entity, or if all or substantially all of its assets are transferred to another entity.

8. **Payment.** Payment terms are net thirty (30) days upon receipt of the invoice. Town may charge Middlesex Hospital with interest on fees not paid to Town within ninety (90) days of the receipt of the invoice. The interest rate charged shall not exceed the maximum amount allowable under law.

9. **Default.** In the event of a default by either party in carrying out any material obligation hereunder, the other party may terminate this Agreement; provided, however, that such right of termination shall only apply if written notice of such default has been given and the defaulting party has not cured such default within thirty (30) days of receipt of such notice.

10. **Independent Contractor.** The Agreement does not create any agency relationship between Middlesex Hospital and Town, and both parties are acting hereunder as independent contractors. The parties shall be and act as independent Contractors, under no circumstances shall this Agreement be construed as one of agency, partnership, joint venture, or employment between the parties. Each party acknowledges and agrees that it neither has nor will give the appearance or impression of having any legal authority to bind or commit the other party in any way. Neither party grants the other any right to bind it except as otherwise expressly agreed in writing. Each party shall be fully liable for all workers' compensation

premiums and liability insurance, federal, state and local withholding taxes or charges with respect to its respective employees.

11. This Agreement is independent of, and shall not supersede, Middlesex Hospital's agreement with Colchester Hayward Volunteer Fire Department.

12. **Notices.** Whenever notice must be given under the provisions of this Agreement, such notice must be in writing and will be deemed to have been duly given by (a) hand delivery; or (b) certified mail, return receipt requested, postage prepaid; or (c) telecopier (with written confirmation of receipt), provided that a copy is also mailed by registered mail, return receipt requested, addressed to the parties at their respective address set forth below. Each party may change the notice upon written notice to the other party.

If to Town to:

If to Middlesex Hospital to:

Middlesex Hospital
28 Crescent Street Middletown, CT
06457
Attention: Materials Management Dept.

13. **Force Majeure.** No party shall be liable for delay in performance hereunder due to forces beyond its control, including but not limited to acts of God, fires, strikes or other labor disputes, acts of war, acts of terrorism, or intervention by any governmental authority, and each party shall take steps to minimize any such delay. Notwithstanding any of the foregoing, in the event that Town experiences one or more Force Majeure event resulting in delays in performance of thirty (30) days or more in the aggregate, Middlesex Hospital may immediately terminate this Agreement and shall have no further liability to Town.

14. **Severability.** In the event that any portion of these Terms and Conditions are held to be unenforceable, the remainder of the provisions shall continue in full force and effect. In such event, the parties shall, in good faith, modify these Terms and Conditions so as to achieve as much as can be achieved of the provision that was held unenforceable.

15. **Entire Agreement.** This Agreement contained the entire understanding between the parties and supersedes all prior agreement, either oral or in writing, with respect to the subject matter thereof. No amendment, alternation, change, or attempted waiver of any of the

provisions of this Agreement shall be binding with the written consent of both parties.

16. **Counterparts, Facsimile and PDF Image Copy.** This Amendment may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original, and all of which when taken together shall constitute one and the same Agreement. The Parties hereto agree that this Agreement may be transmitted between them or their respective attorneys by facsimile or PDF image copy. The Parties intend that faxed or PDF signatures constitute original signatures and that an Agreement containing the signatures (original, facsimile or PDF) of all the parties is binding on the parties once sent via facsimile or via electronic mail to the opposing counsel.

IN WITNESS WHEREOF, the said parties have caused this Agreement to be executed by their duly constituted officers as of day first written above.

ACCEPTED BY:

Town of Colchester

Signature

Print Name

Title

Date

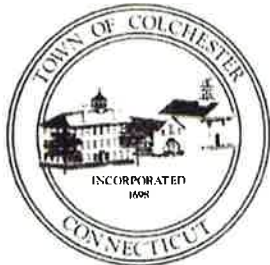
Middlesex Hospital

Signature

Print Name

Title

Date



**Town of Colchester
Job Description**

**Computer Network
Technician-Administrator**

GENERAL STATEMENT OF DUTIES

Act as the primary point of contact for technology issues and provide technological support in a broad range of areas. Work in a safe and responsible manner, including following both OSHA and Town of Colchester safety policies.

WORK SCHEDULE

Monday through Friday, times set by the First Selectman; 40 hours/week.

SUPERVISOR

Work under the direct supervision of the ~~Information Technology / Geographic Information Systems Coordinator~~ First Selectman

SUPERVISION EXERCISED

None

ESSENTIAL DUTIES

- Represent the department in a professional and courteous manner to staff and public.
- Respond to staff inquiries and provide assistance in a timely manner.
- Troubleshoot basic hardware/software problems.
- Respond to end user questions and problems.
- Participate in the installation and modification of software programs.
- Administer a Windows Server and workstation environment.
- Assist and participate with scheduled and emergency maintenance.
- Service printers and other network peripherals.
- Document work completed.
- Administer and support Cisco phone system
- Administer SQL, Oracle and Exchange servers
- Administer Network Backup
- Administer Antivirus and threat management services.
- Support network performance.
- Advise departments on business processes as related to technology
- Network Security Management
- User account administration
- Administer town website
- User training
- Manage and plan department budget.
- Technology project management
- Other duties as necessary or assigned

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES

1) Must have:

- Strong interpersonal skills and ability to work well with other staff.
- Excellent written and oral communication skills.
- Outstanding customer service skills.
- Strong time-management, organizational, and multi-tasking skills.
- Understanding of procedures and requirements of the Freedom of Information Act or ability to learn.

2) Must be able to:

- Troubleshoot technical problems.
- Communicate and work effectively with diverse groups, the public and individuals.
- Exhibit a professional manner with other employees and the public.
- Work independently.
- Maintain detailed and accurate records.
- Lift and/or move up to 50 pounds and install computer equipment in tight spaces.
- Perform the essential functions of the job with minimal supervision and with or without reasonable accommodations.

EDUCATION AND EXPERIENCE

- ~~High school diploma or equivalent.~~ Bachelor Degree in Computer Science or similar field preferred
- ~~Two~~ Four-years experience ~~professional IT work in IT site administration,~~ including troubleshooting technical problems, setting up and maintaining ~~computers servers and project managment.~~
- ~~Prefer~~ classes/certification with Microsoft products, A+, CISCO, networking, routers and switches or equivalent in experience.
- Prefer experience with VPN, Firewalls, Backup Software, VB Script, Anti-Virus Software, Microsoft Active Directory, SQL Server, Oracle, ArcGIS and municipal software packages (e.g. MUNIS, RecWare, VISION).

WORK ENVIRONMENT

It is the policy of the Town of Colchester to provide a safe and healthy workplace for all employees. The Town of Colchester is committed to reducing and controlling the frequency and severity of work-related accidents. It is the responsibility of every employee to report all accidents, incidents and occupational illnesses, as well as any perceived hazardous conditions. While performing the duties of employment, it is the employee's responsibility to work in a safe and responsible manner. This includes following both OSHA and Town of Colchester safety policies. The noise level in the work environment is usually moderate.

*This job description is not all-inclusive and is subject to change by the Board of Selectmen at any time.
Full-time; non-union; salary; exempt*

VACANT



**Town of Colchester
Job Description**

**Information Technology / Geographic
Information Systems Coordinator**

GENERAL STATEMENT OF DUTIES

Act as the primary point of contact for technology projects, department operations. Work in a safe and responsible manner, including following both OSHA and Town of Colchester safety policies.

WORK SCHEDULE

Specific dates and times set by the First Selectman; 15 hours/week.

SUPERVISOR

Work under the direct supervision of the First Selectman.

SUPERVISION EXERCISED

Computer Network Technician

ESSENTIAL DUTIES

- Represent the department in a professional and courteous manner to staff and public.
- Respond to staff inquiries and provide assistance in a timely manner.
- Troubleshoot basic hardware/software problems.
- Respond to end user questions and problems.
- Implement, oversee and manage the Geographic Information System software ←
- Participate in the installation and modification of software programs.
- Assist and participate with scheduled and emergency maintenance.
- Administer a Windows Server and workstation environment.
- Custom Software design and management ←
- Administer SQL, Oracle and Exchange servers.
- Administer Network Backup.
- Administer Cisco Phone system
- Administer Antivirus and threat management services.
- Support network performance.
- Document work completed.
- Advise departments on business processes as related to technology
- Network security management
- Administer town website
- Manage and plan department budget
- Technology project management
- Other duties as necessary or assigned

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES

1) Must have:

- Strong interpersonal skills and ability to work well with other staff.
- Excellent written and oral communication skills.
- Outstanding customer service skills.
- Strong time-management, organizational, and multi-tasking skills.
- Understanding of procedures and requirements of the Freedom of Information Act or ability to learn.

2) Must be able to:

- Troubleshoot technical problems.
- Communicate and work effectively with diverse groups, the public and individuals.
- Exhibit a professional manner with other employees and the public.
- Work independently.
- Maintain detailed and accurate records.
- Lift and/or move up to 50 pounds and install computer equipment in tight spaces.
- Perform the essential functions of the job with minimal supervision and with or without reasonable accommodations.

EDUCATION AND EXPERIENCE

- Bachelor Degree in Computer Science or similar field preferred.
- Two years of experience/education with ArcGIS, programming and relational databases required.
- Four years professional experience in IT site administration, including troubleshooting technical problems, setting up and maintaining servers, project management and management of Geographic Information Systems required.
- Classes/certification with Microsoft products, A+, CISCO, ESRI, networking, routers and switches or equivalent in experience.
- Prefer experience with, but not limited to, VPN, Firewalls, Backup Software, Visual Basic, VB Script, Anti-Virus Software, Microsoft Active Directory, SQL Server, ArcGIS, Oracle, and municipal software packages (e.g. MUNIS, RecWare, VISION).

WORK ENVIRONMENT

It is the policy of the Town of Colchester to provide a safe and healthy workplace for all employees. The Town of Colchester is committed to reducing and controlling the frequency and severity of work-related accidents. It is the responsibility of every employee to report all accidents, incidents and occupational illnesses, as well as any perceived hazardous conditions. While performing the duties of employment, it is the employee's responsibility to work in a safe and responsible manner. This includes following both OSHA and Town of Colchester safety policies. The noise level in the work environment is usually moderate.

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Part-time; non-union; hourly; non-exempt*

Mario



**Town of Colchester
Job Description**

**Computer Network
Technician**

GENERAL STATEMENT OF DUTIES

Act as the primary point of contact for technology issues and provide technological support in a broad range of areas. Work in a safe and responsible manner, including following both OSHA and Town of Colchester safety policies.

WORK SCHEDULE

Specific dates and times set by the First Selectman; 21 hours/week.

SUPERVISOR

Work under the direct supervision of the Information Technology / Geographic Information Systems Coordinator

SUPERVISION EXERCISED

None

ESSENTIAL DUTIES

- Represent the department in a professional and courteous manner to staff and public.
- Respond to staff inquiries and provide assistance in a timely manner.
- Troubleshoot basic hardware/software problems.
- Respond to end user questions and problems.
- Participate in the installation and modification of software programs.
- Set up workstations.
- Assist and participate with scheduled and emergency maintenance.
- Service printers and other network peripherals.
- Document work completed.
- Support Cisco phone system
- User account administration
- Website administration
- User training
- Other duties as necessary or assigned

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES

- 1) Must have:
 - Strong interpersonal skills and ability to work well with other staff.
 - Excellent written and oral communication skills.
 - Outstanding customer service skills.
 - Strong time-management, organizational, and multi-tasking skills.
 - Understanding of procedures and requirements of the Freedom of Information Act or ability to learn.

- 2) Must be able to:
 - Troubleshoot technical problems.
 - Communicate and work effectively with diverse groups, the public and individuals.
 - Exhibit a professional manner with other employees and the public.
 - Work independently.
 - Maintain detailed and accurate records.
 - Lift and/or move up to 50 pounds and install computer equipment in tight spaces.
 - Perform the essential functions of the job with minimal supervision and with or without reasonable accommodations.

EDUCATION AND EXPERIENCE

- High school diploma or equivalent.
- Two years experience professional IT work, including troubleshooting technical problems, setting up and maintaining computers.
- Prefer classes/certification with Microsoft products, A+, CISCO, networking, routers and switches or equivalent in experience.
- Prefer experience with VPN, Firewalls, Backup Software, VB Script, Anti-Virus Software, Microsoft Active Directory, SQL Server, Oracle, ArcGIS and municipal software packages (e.g. MUNIS, RecWare, VISION).

WORK ENVIRONMENT

It is the policy of the Town of Colchester to provide a safe and healthy workplace for all employees. The Town of Colchester is committed to reducing and controlling the frequency and severity of work-related accidents. It is the responsibility of every employee to report all accidents, incidents and occupational illnesses, as well as any perceived hazardous conditions. While performing the duties of employment, it is the employee's responsibility to work in a safe and responsible manner. This includes following both OSHA and Town of Colchester safety policies. The noise level in the work environment is usually moderate.

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Part-time; non-union; hourly; non-exempt*



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

Art Shilosky, First Selectman

MEMORANDUM

To: Board of Selectmen

Cc:

From: Art Shilosky, First Selectman

Date: 6/30/2016

Re: Bylaws Revision

I'm suggesting we update our bylaws to add to; Section 4. Board Meetings, to include guidelines regarding Citizens Comments. Attached is my recommended revision

Recommended Motion – “Move to amend the Board of Selectmen bylaws as recommended by the First Selectman.

TOWN
OF
COLCHESTER

BOARD OF SELECTMEN

BYLAWS

Approved: Board of Selectmen, March 16, 2006
Updated: Board of Selectmen, October 20, 2011
Draft Update: Board of Selectmen, July 21, 2016

TOWN OF COLCHESTER **BOARD OF SELECTMEN – BYLAWS**

SECTION 1. PURPOSE AND AUTHORIZATION

The name of the board shall be the 'Board of Selectmen of the Town of Colchester' (the Board). The purpose of the Board is to manage and oversee the internal operations of the Town. The Board of Selectmen oversees all Town Departments, Boards and Commissions and any office the Board fills by appointment.

The Board shall have all of the rights, powers and duties respectively conferred upon Board of Selectmen pursuant to the Connecticut General Statutes, as amended, and Town of Colchester Charter, Section #401, #402, #403, #404 and #405.

SECTION 2. OFFICE OF THE BOARD

The office of the Board shall be the Colchester Town Hall where the Board records will be maintained. All correspondence shall be addressed to the Board c/o the Office of the First Selectman, 127 Norwich Avenue, Colchester, CT 06415. Copies of all agendas, minutes and resolutions of the Board shall be filed or recorded with the Office of the Town Clerk.

SECTION 3. MEMBERSHIP

- A. The Board shall consist of five (5) members elected in accordance with the provisions of the town Charter.
- B. All members of the Board shall participate fully in Board meetings and activities and shall have such duties as may from time to time be assigned by the Board.
- C. Resignation from the Board shall be in written form and transmitted to the Town Clerk who shall promptly forward same to the Board of Selectmen.

SECTION 4. BOARD MEETINGS

- A. The Board shall hold regular meetings at 7:00 p.m. on the first and third Thursday of every month, except when the Town Hall is closed due to public holiday or some other reason. In the event of such a scheduling conflict, an alternative meeting date may be scheduled by the Board. All meetings of the Board are open to the public, as required by the Connecticut General Statutes, unless otherwise specified.

- B. A quorum shall consist of three members.
- C. Minutes of the Board's meetings and hearings shall be kept and published in accordance with the Connecticut General Statutes.
- D. All mail addressed to the Board shall be presented by the First Selectman to the Board at its first meeting held after such mail has been delivered to the Board c/o The Office of the First Selectman. All mail shall be deemed 'received' when so presented.
- E. All regular and special meetings of the Board of Selectmen shall be audio recorded. Emergency meetings shall be audio recorded if possible. All recordings shall be made available to the public. The provisions of this section shall not apply to executive sessions.
- F. Citizens' Comments: The Board may permit any individual or group to address the Board concerning any subject that lies within its jurisdiction during the portion of any Board meetings so designated for such purpose. Citizens' Comments shall be subject to the following guidelines:
- (1) Three (3) minutes will be allotted to each speaker *at each warned citizen's comment*. The Board may decide by a majority vote to extend the 3 minutes of time allotted. ~~but in no event shall the total time allotted exceed 30 minutes. The 3 minutes of time allotted to each speaker cannot be extended. Time not used by a speaker cannot be retained for later use by that speaker and cannot be allotted to another speaker.~~ Speakers may provide written testimony or handouts to the Board, which will become part of the public meeting record. Speakers are not permitted to make presentations to the Board using PowerPoint, overhead projectors, or other electronic/digital programs.
 - (2) A Board member shall be appointed by the Chairperson to act as timekeeper for the meeting, if deemed necessary by the Chairperson.
 - (3) All speakers must identify themselves by name and town of residence.
 - (4) The Board will not respond to comments made during Citizens' Comments, with the exception that the Chairperson only may respond if, in the discretion of the Chairperson, such comments require an immediate response.
 - (6) No boisterous conduct shall be permitted at any Board meeting. Persistence in boisterous conduct shall be grounds for summary termination, by the Chairperson, of that person's privilege of address. The Chairperson may also ask such person to leave the meeting.
 - (7) If a meeting of the Board is interrupted by disturbances or boisterous conduct and order cannot be restored, the Chairperson may order the room cleared and then continue with the meeting. Members of the press and members of the public not participating in such disturbance and/or not participating in such boisterous conduct may be allowed to remain.

SECTION 5. COMMITTEES AND COMMITTEE CHAIRMEN

- A. From time to time, the Board of Selectmen may appoint such committees as may be deemed necessary or desirable. Any committee so appointed shall have the duties or responsibilities assigned to it at the time of appointment. The meetings of any committee so appointed are open to the public as required by the Connecticut General Statutes.
- B. At the time of appointment, the members of any committee appointed pursuant to this section shall elect one (1) of their members to serve as Committee Chairman.
- C. The First Selectman and/or member of the Board of Selectmen may serve as an ex-officio member of any committee appointed in accordance with the section.
- D. For purposes of determining whether a committee may conduct business, a majority of committee members shall constitute a quorum.
- E. Minutes of all committee meetings and hearings shall be kept and published in accordance with the Connecticut General Statutes.
- F. All mail addressed to any committee shall be deemed addressed to the full Board and shall be treated in the same manner as set forth in Section 4, paragraph D.

SECTION 6. AMENDMENTS

These bylaws may be amended from time to time as deemed necessary or desirable by the Board.

SECTION 7. EFFECTIVE DATE

These bylaws shall take effect immediately upon adoption by the Board and all photocopies or reproductions hereof shall clearly specify the 'Effective Date' on the cover page.