



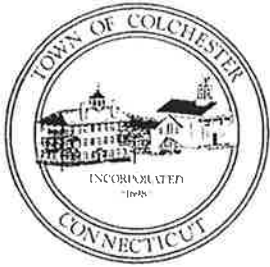
Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

**Board of Selectmen Agenda
Regular Meeting
Thursday, April 5, 2018
Colchester Town Hall, 7PM**

1. Call to Order
2. Additions to the Agenda
3. Citizen's Comments
4. Consent Agenda
 1. Tax Abatements
5. Approve Minutes of the March 15, 2018 Regular Board of Selectmen Meeting
6. Boards and Commissions – Interviews and/or Possible Appointments
 1. Building Committee– Bruce Hayn Sr to be interviewed
 2. Economic Development Commission – Heide Perham to be interviewed
7. Discussion and Possible Action on Opengov
8. Discussion and Possible Action on Recreation Manager Job Title
9. Discussion and Possible Action on Tax Department Contract for LexisNexis Accurint
10. Discussion and Possible Action on Propane Supply Contract
11. Discussion and Possible Action on Electrical Supplier Assignment Consent Letter
12. Citizen's Comments
13. First Selectman's Report
14. Liaison Reports
15. Adjourn

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TOWN OF COLCHESTER
BOARD OF SELECTMEN



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

Board of Selectmen Minutes
Regular Meeting Minutes
Thursday, March 15, 2018
Colchester Town Hall @ 7pm

MEMBERS PRESENT: Selectman Rosemary Coyle, Selectman Stan Soby, Selectman Denise Mizla and Selectman Jim Ford

MEMBERS ABSENT: First Selectman Art Shilosky

OTHERS PRESENT: Registrar D Mrowka, CFO M Cosgrove, Resident Trooper Sgt. Martinez, J Campbell, Tax Collector M Wyatt, M Hayes, P Hancock, R Parlee, S Dubb, C Vaillancourt, D Marvin, C Cameron, Board of Finance R Talov, A Migliaccio and Clerk T Dean.

1. Call to Order

R Coyle called the meeting to order at 7:00 pm.

2. Additions to the Agenda

R Coyle asked to add #9 Update and Discussion on Opengov and renumber remaining items accordingly.

S Soby moved to add item as presented, seconded by D Mizla. Unanimously approved. MOTION CARRIED.

3. Citizen's Comments

D Marvin asked to add an additional Citizen's Comment after #5.3 to discuss the removal of R Parlee. R Coyle denied the request as there was no request for a Public Hearing from R Parlee therefore no discussion will take place. There is also another opportunity for Citizen's Comment #10.

4. Consent Agenda

1. Approve Minutes of the March 1, 2018 Regular Board of Selectmen Meeting
2. Fair Rent Commission – Reappointment of Steven Schuster for a two-year term to expire 4/30/2020
3. Approval of Senior Services Submission of Title III Grant Renewal Application for the Making Memories Program FY 2018-2019
4. Tax Abatements

S Soby moved to approve the consent agenda, seconded by D Mizla. Unanimously approved. MOTION CARRIED

5. Boards and Commissions – Interviews and/or Possible Appointments

1. Commission on Aging – Nan Wasniewski possible appointment as an alternate member to expire 12/31/2019

S Soby moved to appoint Nan Wasniewski as an alternate member to the Commission on Aging for a term to expire on 12/31/2019, seconded by D Mizla. Unanimously approved. MOTION CARRIED

2. Parks & Recreation Commission – Brenda Kniska possible appointment to expire 11/1/2019

D Mizla moved to appoint Brenda Kniska to the Park & Recreation Commission for a term to expire 11/1/2019, seconded by S Soby. Unanimously approved. MOTION CARRIED

3. Possible Removal Action of Robert Parlee from the Police Commission for Cause

R Coyle stated the Board received information from the Resident State Trooper with a letter attached from Officer Scheel. Sgt. Martinez was present for any questions. A notification letter with reasons for removal Pursuant to Article VII, Section C-706B of the Town Charter was sent to R Parlee and no notification was received by R Parlee for a request for a public hearing. S Soby stated a complete report was received and he had no questions on information provided. J Ford and D Mizla also agreed they had no additional questions.

S Soby stated that given there was no request for a hearing and information received from Sgt. Martinez was complete, he moved to remove Robert Parlee from the Police Commission for cause and in accordance with the Town Charter, seconded by J Ford. Unanimously approved. MOTION CARRIED.

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6. Discussion and Possible Action on Granting Access to Town Owned Property to UCONN Student for Research on Bobcat Population

The parcel K Beattie is looking to gain access to is indicated in the dotted area portion of the map. D Mizla stated the flyer submitted had great information. S Soby stated it is a great opportunity to be able to assist in the research.

S Soby moved to approve granting access for research on the bobcat project, seconded by J Ford. Unanimously approved. MOTION CARRIED

7. Discussion and Possible Action on Recreation Specialist Job Description

Changes being made are department title, section under supervision received, and added four bullets at the end of Essential Duties.

S Soby moved to approve the revised Recreation Specialist job description as amended, seconded by J Ford. Unanimously approved. MOTION CARRIED.

8. Discussion and Possible Action to Authorize Flying of the Donate for Life Flag at Town Hall

S Soby stated that the POW flag is taken down and the Donate for Life flag goes in its place for the temporary time period, this has been reviewed with the Veterans group.

S Soby moved to approve the flying of the Donate for Life Flag at Town Hall from April 20th through May 4th 2018, seconded by D Mizla. Unanimously approved. MOTION CARRIED.

9. Update and Discussion on Opengov

BOF R Tarlov followed up on question the Board had from the last meeting. Discussion ensued. J Ford would like to have a joint BOS/BOF performance criteria contract listing conditions in detail about what they want and how they expect it to work.

10. Citizen's Comments

C Cameron stated his disappointment in the removal of R Parlee

S Dubb asked for direction for the Police Commission going forward, also stated her disappointment in the removal of R Parlee.

P Hancock gave comments on the opengov software and advised the Board to make sure they consider looking at the company offering minimum service requirements in the contract before agreeing.

D Marvin asked if documentation regarding R Parlee removal would be available

11. First Selectman's Report – none

12. Liaison Reports

J Ford reported on the Conservation Commission – several applications received; Gillette lane approved, Prospect Hill Rd approved for stream crossing. Application received for 151 Evergreen Terrace. Commission asked the application for Ivy Court to move the garage further away from the wetlands. Moved to support legislation for the open space funding. The Wetlands agent advised that the lawsuit in the area around Goldilocks Storage was dropped

S Soby stated that he had the opportunity to see two former Resident Trooper's and they shared fond memories of working with the town.

R Coyle reported on Commission on Aging (attached)

Open Space – applying for a grant with the Audubon (\$1,684) and CT River Basin (\$144,410) for wetland distributaries. Funding would also be used for mitigation of lakes and dealing with invasive species at Cohen.

13. Adjourn

J Ford moved to adjourn at 8:15 p.m., seconded by S Soby. Unanimously approved. MOTION CARRIED.

Attachment: Commission on Aging Report

Respectfully submitted,



Tricia Dean, Clerk



OpenGov, Inc.
 955 Charter Street
 Redwood City, CA 94063
 United States

Quote Number OG-00003318
 Created Date 3/28/2018
 Quote Expiration 3/31/2018
 Contract Dates Effective Date: 3/31/2018
 End Date: 3/31/2023

Prepared By David Spolidoro
 Email dspolidoro@opengov.com
 Contract Term 60 Months

Customer Information

Contact Name	Art Shilosky	Bill To Name	Town of Colchester, CT
Phone	8605377262	Bill To / Ship To	127 Norwich Avenue
Email	ashilosky@colchesterct.gov		Weymouth, Connecticut 06415 United States

Product	Contract Effective Date	Contract End Date	Annual Fee	Total Price
OpenGov ERP Integrations - GA - Between \$40-60 Million	3/31/2018	3/31/2023	USD 2,860.00	USD 14,300.00
OpenGov Intelligence Implementation for Tier 1 Accounting Systems	3/31/2018		USD 0.00	USD 2,565.00
OpenGov Reporting and Analysis - Between \$40-60 Million	3/31/2018	3/31/2023	USD 9,650.00	USD 48,250.00
Annual Fee		First Term	USD 12,510.00	USD 15,075.00
Billing Frequency	Annual	Grand Total		USD 65,115.00

Welcome to OpenGov! Thanks for using our software. This Software Agreement ("**Agreement**") is entered into between OpenGov, Inc., with its principal place of business at 955 Charter Street, Redwood City, 94063 ("**OpenGov**"), and you, the entity identified above ("**Customer**"), as of the Effective Date. This Agreement includes and incorporates the OpenGov Terms and Conditions attached as Appendix A. By signing this Agreement, Customer acknowledges that it has reviewed, and agrees to be legally bound by, the OpenGov Terms and Conditions. Each party's acceptance of this Agreement is conditional upon the other's acceptance of the terms in the Agreement to the exclusion of all other terms.

Signature

Customer

OpenGov, Inc.

Signature: _____
 Name: _____
 Title: _____
 Date: _____

Signature: _____
 Name: _____
 Title: _____
 Date: _____

OPENGOV SOFTWARE SERVICES AGREEMENT

This Software Services Agreement (this "**Agreement**") is entered into by OpenGov, Inc., a Delaware corporation with a principal place of business at 955 Charter Street, Redwood City, California 94063 ("**OpenGov**") and the customer listed on the signature block below ("**Customer**"), as of the date of last signature below (the "**Effective Date**"). This Agreement sets forth the terms under which Customer will be permitted to use OpenGov's hosted software services.

1. DEFINITIONS

"**Customer Data**" means data that is provided by Customer to OpenGov pursuant to this Agreement (for example, by email or through Customer's software systems of record). Customer Data shall not include any confidential personally identifiable information.

"**Documentation**" means the documentation for the Software Services at the Customer Resource Center page found at <https://opengov.zendesk.com>.

"**Feedback**" means suggestions, comments, improvements, ideas, or other feedback or materials regarding the Software Services provided by Customer to OpenGov, including feedback provided through online developer community forums.

"**Initial Term**" means the initial license term specified in number of years on the Order Form, commencing on the Effective Date.

"**Intellectual Property Rights**" means all intellectual property rights including all past, present, and future rights associated with works of authorship, including exclusive exploitation rights, copyrights, and moral rights, trademark and trade name rights and similar rights, trade secret rights, patent rights, and any other proprietary rights in intellectual property of every kind and nature.

"**Order Form**" means OpenGov's Software Services order form that: (a) specifies the Software Services provided by OpenGov; (b) references this Agreement; and (c) is signed by authorized representatives of both parties.

"**Renewal Term**" means each additional renewal period, which shall be for a period of equal duration as the Initial Term, for which this Agreement is extended pursuant to Section 7.2.

2. SOFTWARE SERVICES, SUPPORT AND PROFESSIONAL SERVICES

2.1 **Software Services.** Subject to the terms and conditions of this Agreement, OpenGov will use commercially reasonable efforts to perform the software services identified in the applicable Order Form entered into by OpenGov and Customer ("**Software Services**").

2.2 **Support.** Customer support is available by email to support@opengov.com or by using the chat messaging functionality of the Software Services, both of which are available during OpenGov's standard business hours (7 am to 7 pm PST excluding holidays). Customer may report issues any time. However, OpenGov will address issues during business hours.

2.3 **Professional Services.**

(a) If OpenGov or its authorized independent contractors provides professional services to Customer, such as implementation services, then these professional services will be described in a statement of work signed by the parties ("**SOW**") and attached as an exhibit to this Agreement (the "**Professional Services**").

(b) Unless the SOW provides otherwise, all reasonable travel expenses incurred by OpenGov in performing the professional services will be reimbursed by Customer. Travel expenses include cost of coach airfare travel round trip from San Francisco, California to Customer's location, reasonable hotel accommodations, ground transportation and meals.

3. RESTRICTIONS AND RESPONSIBILITIES

3.1 **Restrictions.** Customer may not use the Software Services in any manner or for any purpose other than as expressly permitted by the Agreement. Customer shall not, and shall not permit or enable any third party to: (a) use or access any of the Software Services to build a competitive product or service; (b) modify, disassemble, decompile, reverse engineer or otherwise make any derivative use of the Software Services (except to the extent applicable laws specifically prohibit such restriction); (c) sell, license, rent, lease, assign, distribute, display, host, disclose, outsource or otherwise commercially exploit the copy, rent, lease, distribute, assign, sell, or otherwise commercially exploit the Software Services; (d) perform or disclose any benchmarking or performance testing of the Software Services; (e) remove any proprietary notices included with the Software Services; (f) use the Software Services in violation of applicable law; or (g) transfer any confidential personally identifiable information to OpenGov or the Software Services platform.

3.2 **Responsibilities.** Customer shall be responsible for obtaining and maintaining computers and third party software systems of record (such as Customer's ERP systems) needed to connect to, access or otherwise use the Software Services. Customer also shall be responsible for: (a) ensuring that such equipment is compatible with the Software Services, (b) maintaining the security of such equipment, user accounts, passwords and files, and (c) all uses of Customer user accounts by any party other than OpenGov.

4. INTELLECTUAL PROPERTY RIGHTS; LICENSE GRANTS; ACCESS TO CUSTOMER DATA

4.1 **Software Services.** OpenGov retains all right, title, and interest in the Software Services and all Intellectual Property Rights in the Software Services. The look and feel of the Software Services, including any custom fonts, graphics and button icons, are the property of OpenGov and Customer may not copy, imitate, or use them, in whole or in part, without OpenGov's prior written consent. Subject to Customer's obligations under this Agreement, OpenGov hereby grants to Customer a non-exclusive, royalty-free license during the Term to use the Software Services.

4.2 **Customer Data.** Customer retains all right, title, and interest in the Customer Data and all Intellectual Property Rights therein. Customer hereby grants to OpenGov a non-exclusive, royalty-free license to, and permit its partners to, use, store, edit and reformat the Customer Data, and to use Customer Data for purposes of sales, marketing, business development, product enhancement, customer service, or for analyzing such data and publicly disclosing such analysis ("Insights"), provided that in all such uses Customer Data is rendered anonymous such that Customer is no longer identifiable.

4.3 **Access to Customer Data.** Customer may download the Customer Data from the Software Services at any time during the Term, other than during routine software maintenance periods. OpenGov has no obligation to return Customer Data to Customer.

4.4 **Feedback.** Customer hereby grants to OpenGov a non-exclusive, royalty-free, irrevocable, perpetual, worldwide license to use and incorporate into the Software Services and Documentation Customer's Feedback. OpenGov will exclusively own any improvements or modifications to the Software Services and Documentation based on or derived from any of Customer's Feedback including all Intellectual Property Rights in and to the improvements and modifications.

5. CONFIDENTIALITY

5.1 Each party (the "**Receiving Party**") agrees not to disclose any Confidential Information of the other party (the "**Disclosing Party**") without the Disclosing Party's prior written consent, except as provided below. The Receiving Party further agrees: (a) to use and disclose the Confidential Information only in connection with this Agreement; and (b) to protect such Confidential Information using the measures that Receiving Party employs with respect to its own Confidential Information of a similar nature, but in no event with less than reasonable care. Notwithstanding the above, the Receiving Party may disclose Confidential Information to the extent required by law or court order, provided that prior written notice of such required disclosure and an opportunity to oppose or limit disclosure is given to the Disclosing Party.

5.2 "**Confidential Information**" means all confidential business, technical, and financial information of the disclosing party that is marked as "Confidential" or an equivalent designation or that should reasonably be understood to be confidential given the nature of the information and/or the circumstances surrounding the disclosure (including the terms of the applicable Software Agreement). OpenGov's Confidential Information includes, without limitation, the software underlying the Software Services and all Documentation.

5.3 Notwithstanding the foregoing, "Confidential Information" does not include: (a) "**Public Data**," which is data that the Customer has previously released to the public or would be required to release to the public, upon request, according to applicable federal, state, or local public records laws. Confidential Information does not include (b) information that has become publicly known through no breach by the receiving party; (c) information that was rightfully received by the Receiving Party from a third party without restriction on use or disclosure; or (d) information independently developed by the Receiving Party without access to the Disclosing Party's Confidential Information.

6. PAYMENT OF FEES

6.1 Fees; Invoicing; Payment; Expenses.

(a) Fees. The fees for the Software Services ("**Fees**") for the Initial Term and any Renewal Term are set forth in the applicable Order Form.

(b) Inflation Adjustment. OpenGov may increase the Fees payable for the Software Services during any Renewal Term by up to 4% each year of the Renewal Term to account for inflation, taking into consideration year-over-year increases in the Consumer Price Index - All Urban Consumers (CPI-U).

(c) Invoicing and Payment. OpenGov will invoice the Customer according to the Billing Frequency listed on the Order Form. Customer shall pay all invoices according to the Payment Terms listed on the Order Form.

(d) Travel Expenses. Unless the SOW provides otherwise, OpenGov will invoice Customer for travel expenses incurred in connection with each SOW as they are incurred. Customer shall pay all such valid invoices within thirty (30) days of receipt of invoice. Each invoice shall include receipts for the travel expenses listed on the invoice.

6.2 Credit Card Customers. Customer will provide OpenGov with valid credit card information and promptly notify OpenGov of any changes necessary to charge the credit card at billing@opengov.com. Please update your credit card information when necessary. The provision of credit card information to OpenGov authorizes OpenGov to charge the credit card for all applicable Fees plus a 3% credit card processing fee. OpenGov processes credit card payments through a secure third party processing partner and does not take receipt of credit card information itself.

6.3 Taxes. All Fees under this Agreement are exclusive of any applicable sales, value-added, use or other taxes ("**Sales Taxes**"). Customer is solely responsible for any and all Sales Taxes, not including taxes based solely on OpenGov's net income. If any Sales Taxes related to the Fees under this Agreement are found at any time to be payable, the amount may be billed by OpenGov to, and shall be paid by, Customer. If Customer fails to pay any Sales Taxes, then Customer will be liable for any related penalties or interest, and will indemnify OpenGov for any liability or expense incurred in connection with such Sales Taxes.

7. TERM & TERMINATION

7.1 Term. Subject to compliance with all terms and conditions, the term of this Agreement shall commence on the Effective Date and shall continue until the Subscription End Date specified on the Order Form (the "**Initial Term**").

7.2 Renewal. ~~The Agreement will terminate upon expiration of the Initial Term, unless either both parties terminate this Agreement or agree in writing no less than thirty (30) days before the end of the Initial Term to renew the Agreement, this Agreement shall renew for another period of the same duration as the Initial Term (the Renewal Term and together with the Initial Term, the "Term").~~

7.3 Termination. If either party materially breaches any term of this Agreement and fails to cure such breach within thirty (30) days after notice by the non-breaching party (ten (10) days in the case of non-payment), the non-breaching party may terminate this Agreement immediately upon notice. Additionally, Customer may terminate this Agreement, upon providing at least ninety (90) days notice prior to the annual

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anniversary date of the Agreement ("Anniversary Date") upon the occurrence of an Event of Nonappropriation as defined below. An "Event of Nonappropriation" occurs when: a) prior to each Anniversary Date, Customer uses all efforts that are lawful and within Customer's official power, to secure the appropriate funds for the next year's Fees, including indicating the Software Services serve an essential purpose to Customer; and b) prior to each Anniversary Date, Customer has not acquired products or services or issued a request for proposals for similar products or services during this period which are similar to the Software Services or has not hired any third party or allowed its own employees to use other services in place of the Software Services. Customer shall permit OpenGov to assist with the efforts in a) above, including providing OpenGov with direct access to Customer's applicable appropriations team.

7.4 Effect of Termination.

(a) In General. Upon termination or expiration of this Agreement: (a) Customer shall pay in full for all Software Services and Professional Services performed up to and including the effective date of termination, unless such termination is due to an uncured breach by OpenGov, (b) all Software Services provided to Customer hereunder shall immediately terminate; and (c) each party shall return to the other party or, at the other party's option, destroy all Confidential Information of the other party in its possession.

(b) Deletion of Customer Data. If Customer requests deletion of its Customer Data in writing prior to the date of termination or expiration of this Agreement, then OpenGov will permanently and irrevocably delete Customer Data, excluding any Insights, stored by its cloud hosting provider within ten (10) days of the date of termination or expiration of this Agreement. Such request must be addressed to "OpenGov Vice President, Customer Success" at OpenGov's address for notice described at Section 10.

7.5 Survival. The following sections of this Agreement shall survive termination: Section 5 (Confidentiality), Section 6 (Payment of Fees), Section 7.4(b) (Deletion of Customer Data), Section 8.3 (Warranty Disclaimer), Section 9 (Limitation of Liability) and Section 10 (Miscellaneous).

8. REPRESENTATIONS AND WARRANTIES; DISCLAIMER

8.1 By OpenGov.

(a) General Warranty. OpenGov represents and warrants that: (i) it has all right and authority necessary to enter into and perform this Agreement; and (ii) the Professional Services, if any, will be performed in a professional and workmanlike manner in accordance with the related statement of work and generally prevailing industry standards.

(b) Software Services Warranty. OpenGov further represents and warrants that for a period of ninety (90) days, the Software Services will perform in all material respects in accordance with the Documentation during the Term. The foregoing warranty does not apply to any Software Services that have been used in a manner other than as set forth in the Documentation and authorized under this Agreement. OpenGov does not warrant that the Software Services will be uninterrupted or error-free. Any claim submitted under this Section 7.1(b) must be submitted in writing to OpenGov during the Term. OpenGov's entire liability for any breach of the foregoing warranty is to repair or replace any nonconforming Software Services so that the affected portion of the Software Services operates as warranted or, if OpenGov is unable to do so, terminate the license for such Software Services and refund the pre-paid, unused portion of the Fee for such Software Services.

8.2 By Customer. Customer represents and warrants that (i) it has all right and authority necessary to enter into and perform this Agreement; and (ii) OpenGov's use of the Customer Data pursuant to this Agreement will not infringe, violate or misappropriate the Intellectual Property Rights of any third party.

8.3 Disclaimer. EXCEPT AS SET FORTH IN THIS SECTION 8, OPENGOV DOES NOT WARRANT THAT THE SOFTWARE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SOFTWARE SERVICES. EXCEPT AS SET FORTH IN THIS SECTION 8, THE SOFTWARE SERVICES ARE PROVIDED "AS IS" AND OPENGOV DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

9. LIMITATION OF LIABILITY

9.1 By Type. NEITHER PARTY, NOR ITS SUPPLIERS, OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS OR EMPLOYEES, SHALL BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES; OR (C) FOR ANY MATTER BEYOND SUCH PARTY'S REASONABLE CONTROL, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

9.2 By Amount. IN NO EVENT SHALL EITHER PARTY'S AGGREGATE, CUMULATIVE LIABILITY FOR ANY CLAIMS ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT EXCEED THE FEES PAID BY CUSTOMER TO OPENGOV (OR, IN THE CASE OF CUSTOMER, PAYABLE) FOR THE SOFTWARE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY.

9.3 Limitation of Liability Exclusions. The limitations of liability set forth in Sections 9.1 and 9.2 above do not apply to, and each party accepts liability to the other for: (a) claims based on either party's intentional breach of its obligations set forth in Section 5 (Confidentiality), (b) claim arising out of fraud or willful misconduct by either party and (c) either party's unauthorized use, distribution, or disclosure of the other party's intellectual property.

9.4 No Limitation of Liability by Law. Because some jurisdictions do not allow liability or damages to be limited to the extent set forth above, some of the above limitations may not apply to Customer.

10. MISCELLANEOUS

10.1 Logo Use. OpenGov shall have the right to use and display Customer's logos and trade names for marketing and promotional purposes in connection with OpenGov's website and marketing materials, subject to Customer's trademark usage guidelines provided to OpenGov.

10.2 Notice. Ordinary day-to-day operational communications may be conducted by email, live chat or telephone communications. However, for notices required by the Agreement (in Sections where the word "notice" appears) the parties must communicate more formally in a writing given by personal delivery, by pre-paid first-class mail or by overnight courier to the address specified in the most recent Order Form (or such other address as may be specified in writing in accordance with this Section).

10.3 Anti-corruption. OpenGov has not offered or provided any bribe, kickback, illegal or improper payment, gift, or thing of value to any Customer personnel in connection with the Agreement, other than reasonable gifts and entertainment provided Customer in the ordinary course of business. If OpenGov become aware of any violation of the above restriction then OpenGov shall promptly notify Customer.

10.4 Injunctive Relief. The parties acknowledge that any breach of the confidentiality provisions or the unauthorized use of a party's intellectual property may result in serious and irreparable injury to the aggrieved party for which damages may not adequately compensate the aggrieved party. The parties agree, therefore, that, in addition to any other remedy that the aggrieved party may have, it shall be entitled to seek equitable injunctive relief without being required to post a bond or other surety or to prove either actual damages or that damages would be an inadequate remedy.

10.5 Force Majeure. Neither party shall be held responsible or liable for any losses arising out of any delay or failure in performance of any part of this Agreement, other than payment obligations, due to any act of god, act of governmental authority, or due to war, riot, labor difficulty, failure of performance by any third-party service, utilities, or equipment provider, or any other cause beyond the reasonable control of the party delayed or prevented from performing.

10.6 Severability; Waiver. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. Any express waiver or failure to exercise promptly any right under this Agreement will not create a continuing waiver or any expectation of non-enforcement. There are no third-party beneficiaries to this Agreement.

10.7 Assignment. Except as set forth in this Section, neither party shall assign, delegate, or otherwise transfer this Agreement or any of its rights or obligations to a third party without the other party's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed. Either party may assign, without such consent but upon written notice, its rights and obligations under this Agreement to: (i) its corporate affiliate; or (ii) any entity that acquires all or substantially all of its capital stock or its assets related to this Agreement, through purchase, merger, consolidation, or otherwise. Any other attempted assignment shall be void. This Agreement shall inure to the benefit of and bind each party's permitted assigns and successors. In the event Customer receives notice of an assignment by OpenGov as specified above, Customer shall, within thirty (30) days of receipt of such notice, notify OpenGov of its intent to terminate the Agreement upon the expiration of the annual anniversary date within the Initial Term. Customer shall only provide such notice if in good faith and its reasonable opinion the third party that the Agreement is assigned to is not a third party that the Customer reasonably believes can provide the Services.

10.8 Independent Contractors. No agency, partnership, joint venture, or employment is created as a result of this Agreement and neither party has any authority of any kind to bind the other party in any respect.

10.9 Attorneys' Fees. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees.

10.10 Governing Law and Jurisdiction. This Agreement shall be governed by the laws of the State of California ~~Connecticut~~ without regard to its conflict of laws provisions. Exclusive jurisdiction for litigation of any dispute, controversy or claim arising out of or in connection with this Agreement shall be only in the Federal or State court with competent jurisdiction located in ~~San Mateo County, California~~ Connecticut, and the parties hereby submit to the personal jurisdiction and venue therein.

10.11 Complete Agreement. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications, and other understandings relating to the subject matter of this Agreement. No modification of this Agreement will be binding, unless in writing and signed by an authorized representative of each party.

Signatures

Customer: [Insert Customer Name]

OPENGOV, INC.

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Statement of Work

Colchester, CT

Reporting & Analysis Implementation

SOW Effective Date 3/28/2018

Created By Kevin Dawson

CONFIDENTIAL

1. Objective

1.1. Summary

This Statement of Work (“SOW”) identifies services that OpenGov, Inc. (“OpenGov”) will perform for Colchester, CT (“Customer”). This SOW is subject to, and hereby incorporates by reference, the terms and conditions contained in the Software Services Agreement (the “Agreement”) to which it is attached and is dated 3/28/2018 by and between Customer and OpenGov.

OpenGov will enable and support the Customer to deliver on the Scope of Work outlined below. The objective of this Statement of Work (SOW) is to define the scope, activities, roles and responsibilities, and timeline necessary to successfully execute this deployment project. This project aims to implement the OpenGov Cloud for the Customer to enable effective and accountable governing.

1.2. Solution Overview

This SOW defines the scope and deliverables for a successful implementation of the Reporting & Analysis Solution. The configured solution will be used to put the Colchester data in a public facing portal.

2. Scope

2.1. Project Scope

The project scope includes the following services and deliverables. Any items not specifically included in scope will be considered out of scope.

OpenGov will provide Professional Services to implement its Open Data solution, which will enable Colchester to put their data on a public facing portal.

2.2. Deliverables

Reporting & Analysis	
Product Setup	<ul style="list-style-type: none">● Configure 4 Standard Reports (Annual, Budget to Actuals, Balance Sheet, and Transactions)● Import up to 5 year of data● Configure up to 10 saved views per report
Training	<ul style="list-style-type: none">● 1 hour Administrator Training Session

Integrations	
Product Setup	<ul style="list-style-type: none">● Design 1 financials Dataset● Data loading into dataset will be from a Secure FTP CSV file or a direct to database SQL based connection
Training	<ul style="list-style-type: none">● Administrator Training

2.3. Assumptions

1. Data will be provided in the structure requested by OpenGov. This structure will be provided during the Initiate Phase.

3. Schedule

OpenGov will schedule resources for this project upon signature of this SOW. Unless specifically noted, the OpenGov assigned project manager (as identified below or such alternate designated by OpenGov, the “OpenGov Project Manager”) will work with Customer to develop the project schedule for all requested deliverables under this SOW. OpenGov reserves the right to adjust the schedule based on the availability of OpenGov resources and the deliverables provided by Customer.

4. Project Organization

4.1. Project Team

OpenGov

OpenGov will assign a Project Manager (the “OpenGov Project Manager”) upon execution of the SOW. The OpenGov Project Manager will coordinate any additional resources needed from OpenGov.

Customer

Customer will assign a project manager (the “Customer Project Manager”) and technical resource prior to project kick-off. The Customer Project Manager will be the primary contact person at Customer and will coordinate all Customer resources needed to complete the project. It is anticipated that the areas of need will be in Finance, Data Gathering, and the IT department.

4.2. Project Responsibilities

The project responsibilities for each organization are outlined below:

OpenGov

1. Manage delivery of in-scope items in coordination with Customer.
2. Make available deliverables to Customer project team for review and verification.
3. Provide relevant technical details and documentation for data requirements for Customer’s environment.
4. Keep Customer Project Manager informed of project progress and communicate any issues relating to the project in a timely manner.
5. Establish documentation and procedural standards for the project.
6. Review and administer project change control, as described in Section 5, Change Control Procedures.
7. Ensure that all meetings and training sessions are attended by OpenGov personnel, as scheduled.

Customer

1. Make available a representative to serve as the primary contact for OpenGov Project Manager to coordinate project activities.
2. Make available appropriate representatives with the authority to review and approve deliverables produced during the project.
3. Make available appropriate Subject Matter Experts (SME) to support the project needs, test integrations and provide Customer environment specific technical details.
4. Setup firewall rules to allow incoming requests from OpenGov's proxy over HTTP/HTTPS to Customer systems.
5. Communicate any issues relating to the project to OpenGov Project Manager in a timely manner.
6. Provide acceptance of deliverables and Project in a timely manner.
7. If Integration services are purchased, Customer will be responsible for making any modifications to Financial System (ERP) and make available access for integration to OpenGov software. The Customer will be responsible for ensuring that the versions of Financial System (ERP) running on all environments remain the same across all environments.
8. Customer will be responsible for any infrastructure required to access OpenGov, and will maintain relevant non-OpenGov software licenses and infrastructure needed for this project i.e. accounting system licenses. Please note, OpenGov software is optimized for Google Chrome.
9. The Customer will be responsible for ensuring that all meetings and training sessions are attended by personnel, as scheduled.

4.3. Implementation Methodology

OpenGov uses an iterative methodology, with a focus on rapid implementation of a configured system. This methodology requires a degree of focus from the Customer and collaboration between both parties to complete work products in a timely manner.



1. Initiate Phase

- a. **Key Activities:** Discovery, Design Sessions, Solution Document Review
- b. **Key Work Products:** Data Inventory, Functional Model Build, Solution Document
- c. **Summary:** The Initiate Phase is the first step of the implementation project. The purpose of this phase is to define the success criteria of the project, make design decisions based on the functional model build, and begin gathering data that needs to be loaded into the OpenGov platform. At the end of the Phase, a

Solution Document will be created that outlines how the solutions will be implemented.

2. Configure Phase

- a. Key Activities:** Application and Solution Configuration, Data Load
- b. Key Work Products:** Peer Review
- c. Summary:** The Configure Phase consists of application configuration, and solution configuration as defined in the Solution Document. OpenGov will also load the data gathered in the Initiate Phase from the Customer to use for unit testing purposes. The Phase ends with a Peer Review done by an OpenGov Subject Matter Expert to confirm that the solution follows OpenGov best practices.

3. Validate Phase

- a. Key Activities:** User Acceptance Testing, Data Confirmation
- b. Key Work Products:** Test Scripts, Test Acceptance
- c. Summary:** The Validate Phase starts with a review of the entire solution with the Customer project team to confirm that all project elements have been implemented. Once that process has completed, the Customer will execute test scripts and validate that data is being represented accurately in the solution. If any issues are found, they will be logged and the OpenGov team will assess the issue and resolve as needed. The Phase ends with the Acceptance of test results by the Customer.

4. Deploy Phase

- a. Key Activities:** Administrator Training, Go Live Support, Transition to Customer Success Manager and Technical Support
- b. Key Work Products:** Project Documentation, Project Acceptance
- c. Summary:** The purpose of the Deploy phase is to complete the Admin Training process, provide Go Live Support, and begin Transition activities to close the project. Post Go Live Support is technical assistance with the project team and issue resolution for the solution during the two week period after Go Live. Once this period has passed, the Project team will begin working on transition activities to the Customer, the CSM, and the Customer Technical Support Function. The Project closes upon the acceptance of the project and a brief survey to provide feedback about the experience.

5. Change Control Procedures

No amendments, changes or other modifications to this SOW will be effective without a written project change order, in the form attached hereto as Appendix 1 (a "Project Change Order"). The Project Change Order will describe the change, the rationale for the change, and specify any change in the charges, estimated schedule, or other terms. The terms of a mutually agreed upon Project Change Order will prevail over those of this SOW or any previous Project Change

Orders. Such Project Change Order may require additional charges, which will be set forth in the Project Change Order.

6. Fees and Expenses

6.1. Fees and Payment Terms

All fees and expenses will be paid in accordance with the Order Form.

6.2. Travel Expenses

All rates and fees are exclusive of work-related travel expenses. Customer will be billed for travel expenses described in 2.3 of the Software Services Agreement.

1. Appendix 1

Project Change Order

Customer:

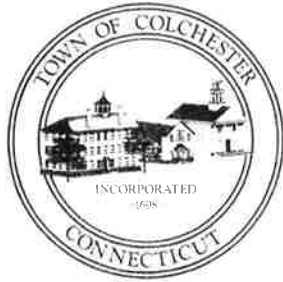
Project:

Date Requested:

Requested by:

Reason for Change
Scope of Change
Project Impact (Schedule and Cost)

Approvals	
OpenGov	Customer
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:



Town of Colchester Job Description

Recreation Department Recreation Manager Director

GENERAL STATEMENT OF DUTIES

Highly responsible administrative and technical work involving planning, directing and supervising all operations of the Recreation Department. Recommends departmental policies, develops programs, and work objectives for each division of the department.

WORK SCHEDULE

Primarily Monday-Friday, 8:30am-4:30pm, however, often requires evening and weekend hours as programs/events dictate. May also be responsible for covering late office hours.

SUPERVISION RECEIVED

Works under the direct supervision of the First Selectman and works cooperatively with the Parks & Recreation Commission

SUPERVISION EXERCISED

Directs the Recreation clerical staff, program operations, and all other subordinate staff.

ESSENTIAL DUTIES

- Prepares and administers annual budget for department. Directs and controls expenditures of allocated appropriations.
- Attend Parks & Recreation Commission meetings and, when necessary, Board of Selectmen and Board of Finance meetings.
- Provide technical direction to municipal staff, represents department before Federal and State agencies, Town officials, civic organizations, and private citizens. Interprets and administers pertinent laws.
- Facilitates the department in reaching its vision and mission, develops and plans strategically for the implementation of goals and objectives.
- Promotes and markets the philosophical objectives and benefits of recreation to the public via the media.
- Directs department operations. Assists subordinate supervisors as needed.
- Responsible for the hiring, training, and evaluating of staff through the guidance of the Human Resources Office. Ensures adequate coordination for efficient scheduling and resource sharing.
- Periodically monitor and review the operations of the department for the purpose of evaluating effectiveness of operations, procedures, policies and practices. Identify problems, troubleshoot and take corrective action. Prepare complete and accurate research and operational reports as required to recommend ways and means of improving services.

- Identifies, prepares and recommends annual estimates, recommends purchases of new equipment, materials, and services. Prepares specification for equipment, services, materials and supplies.
- Initiates, plans and directs efforts to increase funding through volunteers, sponsors, donations, grants and alternative revenue sources.
- Establishes fees and charges for services/programs.
- Plan and administer recreational programs, sports, cultural and social activities, classes and special events.
- Assist in coordination of activities among interfacing units/organizations, setting priorities and resolving conflicts. Develop methods to meet identified community needs.
- Other duties, as necessary or required.

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES

- Executive capacity for decision making and implementation of policy, coupled with practical, working knowledge of modern principles and practices of organization, supervision and fiscal administration of municipal Recreation.
- Considerable knowledge of relevant Town, State and Federal laws, statutes, regulations and administrative procedures, including OSHA regulations, and Risk Management Principles.
- Strong interpersonal, negotiation, oral and written communication skills.
- Working knowledge of labor relations practices and procedures.

EDUCATION AND EXPERIENCE

- Bachelor's Degree from an accredited college or university in Parks and Recreation Administration, Leisure Services, or Public Administration, plus a minimum of four (4) years of increasingly responsible experience, including land use administration and maintenance experience, of which two (2) years should be in a supervisory capacity.
- Must have or obtain certification as Parks and Recreation Professional (CPRP) as designated by the National Recreation and Park Association.
- Must possess a valid motor vehicle operator's license.

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. While performing the duties of this job, the employee is required to work in outside weather conditions.

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

Job description from 2006 - Changed 2017

JOB DESCRIPTION

Town of Colchester

Director of Recreation, Parks and Grounds

Salary Range - \$53,000 - \$60,000

GENERAL STATEMENT OF DUTIES: Highly responsible administrative and technical work involving planning, directing and supervising all operations of the Recreation, Parks & Grounds Department. Recommends departmental policies, develops programs and work objectives for each division of the department.

SUPERVISION RECEIVED: Works under the direct supervision of the First Selectman, and Superintendent of Schools as it relates to outside grounds and maintenance at all school facilities and works cooperatively with the Parks & Recreation Commission.

SUPERVISION EXERCISED: Directs the Park and Grounds Maintenance crew, clerical staff, program operations and all other subordinate staff.

ESSENTIAL FUNCTIONS:

1. ADMINISTRATION

- Attend Parks & Recreation Commission meetings, and, when necessary, Board of Selectmen, Board of Education and Finance Board meetings.
- Provide technical direction to municipal staff, represents department before Federal and State agencies, Town Officials, civic organizations and private citizens. Interprets and administers pertinent laws.
- Facilitates the department in reaching its vision and mission, develops and plans strategically for the implementation of goals and objectives.
- Promotes and markets the philosophical objectives and benefits of parks and recreation to the public via the media.

2. PERSONNEL

- Directs Dept. operations. Assists subordinate supervisors as needed.
- Responsible for hiring, training, and evaluating of staff. Ensures adequate coordination for efficient scheduling and resource sharing.

3. EVALUATION

Periodically monitor and review the operations of the Department for the purpose of evaluating effectiveness of operations, procedures, policies and practices. Identify problems, troubleshoot and take corrective action. Subsequently, prepare complete and accurate research and operational reports as required to recommend ways and means of improving services.

4. FACILITIES

Directs the planning, design, construction, inspection, maintenance and improvement of all grounds/real property of the Town. Manages all aspects of athletic grounds and field maintenance to provide a safe environment for athletic teams practice and competition, and for school physical education classes including:

- scheduling, coordinating, and supervising maintenance activities in a close working relationship with school officials,
- management of all aspects of landscaping and tree care
- inspections, maintenance & repair of special use amenities such as playgrounds, skate park, water park, tennis courts & running track, nature trails, parking lot line painting, etc.
- Turf cultural practices, routine inspections, field preparation.
- Support services to school district
- Open space management

5. FINANCE

Prepares, presents and interprets and manages annual Capital and Operating budget estimates for school and town/divisions. Directs and controls expenditures of allocated appropriations.

- Identifies, prepares and recommends annual estimates, recommends purchases of new equipment, materials and services. Prepares specifications for equipment, services, materials and supplies.
- Achieves goals using cost-effective methods.
- Initiates, plans and directs efforts to increase funding through volunteers, sponsors, donations, grants and alternative revenue sources.
- Establishes fees and charges for services.

6. RECREATION PROGRAM SERVICE DELIVERY

Plan and administer recreational programs, sports, cultural and social activities, classes and special events. Assists in coordination of activities among interfacing units/organizations, setting priorities and resolving conflicts. Identify community needs and develop methods to meet the needs identified.

KNOWLEDGE, ABILITY AND SKILLS:

1. Executive capacity for decision making and implementation of policy, coupled with practical, working knowledge of modern principles and practices of organization, supervision and fiscal administration of municipal Parks and Recreation and Sports Turf Management.
2. Considerable knowledge of relevant Town, State and Federal laws, statutes, regulations and administrative procedures, including OSHA regulations, Collective Bargaining Unit negotiations, Risk Management Principles.
3. Strong interpersonal, negotiation, oral and written communication skills.
4. Working knowledge of labor relations practices and procedures.

EXPERIENCE AND TRAINING:

1. Bachelors Degree from an accredited college or university, in Parks and Recreation Administration, Leisure Services, or Public Administration plus a minimum of 4 years of increasingly responsible experience, including land use administration and maintenance experience, of which two (2) years should be in a supervisory capacity.
2. Must have or obtain certification as Parks and Recreation Professional (CPRP) as designated by the National Recreation and Park Association.
3. Must possess a valid motor vehicle operator's license.

ENVIRONMENTAL AND WORKING CONDITIONS: The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals to perform essential functions.

- ◆ While performing the duties of this job, the employee is frequently required to walk, sit, use hands to finger, handle, or feel objects, tools or controls; and reach with hands and arms. The employee is occasionally required to climb or balance, stoop, kneel, crouch or crawl; and may be infrequently required to run or swim.
- ◆ Sufficient stamina and strength to be exposed to the discomforts of working out of doors year round, must be able to work with and around various flowers, trees and foliage and be able to withstand dust.
- ◆ Ability to push/pull/lift objects weighing up to 30 pounds. Must be mobile and able to sit for long periods of time. Able to perform gross body coordination.
- ◆ Ability to see objects far away as in driving and closely as in reading a report. Able to hear normal sounds with some background noise and to communicate through human speech. Able to concentrate on fine details with some interruption; needs to attend to task/function for more than 60 minutes at a time.
- ◆ Able to understand and relate to specific ideas, generally several at a time, and to understand and relate to theories behind several related concepts. Able to remember multiple tasks/assignments given to self and others over extended periods of time.
- ◆ Must be able to perform the essential functions of the job with or without reasonable accommodation.

This job description is illustrative of tasks and responsibilities and not meant to be all-inclusive of every task or responsibility. It is a temporary management guide/tool and subject to change.

Revised August 2006



Town of Colchester Job Description

Public Works Director of Public Works

GENERAL STATEMENT OF DUTIES: Responsible to develop, manage, administer, supervise and direct the programs and activities of the Public Works Department in the functional areas of road, sidewalk, bridge, and storm water construction, maintenance and repair; snow and ice control; transfer station management; vehicle and equipment maintenance; maintenance of all public grounds and buildings, including buildings under the operation of the Board of Education; maintenance and operation of all services provided in the Sewer and Water District. The Director of Public Works is required to exercise considerable independent judgment in administering and managing the department and is responsible for maintaining and improving upon the efficiency and effectiveness of all areas under his/her direction and control.

WORK HOURS: Monday – Friday, 8:00 a.m. – 4:30 p.m.(primarily), with occasional night board/commission meetings.

SUPERVISOR: Work under the administrative direction of the First Selectman and the Superintendent of Schools in regard to Board of Education Facilities, established policies, and Connecticut General Statutes.

SUPERVISION: Provides general supervision and oversees all departments that encompass public works including Fleet Maintenance, Highway, Sewer and Water, Grounds Maintenance, Facilities and Transfer Station.

ESSENTIAL DUTIES:

The following is an illustrative and non-exhaustive list of duties:

1. Oversees and evaluates the total operation of all Public Works and Sewer and Water personnel and activities.
2. Review, plan, recommend, and supervise repairs of roads, bridges, sidewalks, drainage, water and sewer lines as needed
3. Plans, directs, coordinates construction, inspection, and maintenance of roads, bridges, storm water, structures, water and sewer lines and other Town properties.
4. Inspects, along with the Town Engineer, roads and drainage systems for compliance with requirements governing subdivisions
5. Organizes and implements duties, or performs as part of a team, in responding to natural or man-made emergencies; including snow and ice control.
6. Administers and directs transfer station operations, including hauling and disposal contracts; oversees and coordinates the town recycling program, as designated recycling coordinator; completes revenue and tonnage reports for transfer station; and complies with State reporting requirements.
7. Administers and directs the preventative maintenance programs for all Town vehicles and equipment.



**Town of Colchester
Job Description**

**Finance Department
Finance Director**

GENERAL STATEMENT OF DUTIES

This is a highly responsible position requiring strong financial management and analytical skills. This position involves the performance of a wide variety of professional accounting and financial control functions.

WORK SCHEDULE

As defined in the Town Administrators union contract.

SUPERVISOR

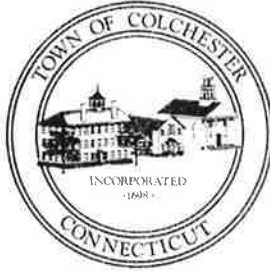
Works under the supervision of the Chief Financial Officer.

SUPERVISION EXERCISED

None.

ESSENTIAL DUTIES

- Serves as custodian of the general ledger and subsidiary ledgers for all funds.
- Analyzes and monitors monthly expenditures for all funds, including grant funds and assists CFO with budget projections and budget transfers as may be required.
- Assists CFO and External auditor with the preparation of year-end financial reports in accordance with Generally Accepted Accounting Principles (GAAP). Compiles data for financial reports including preparing and entering journal entries.
- Implement new procedures, policies, or programs as directed by the Chief Financial Officer.
- Prepares a variety of financial reports including monthly, quarterly and annual reports for all funds.
- Prepare bank reconciliations
- Perform internal audit of tax receipts/receivables and water and sewer department revenues and expenditures.
- Prepare health insurance analysis for both the Town and the Board of Education.
- Assist CFO with risk management for property and liability insurance for the Town and Board of Education, including filing of claims reports with insurance carrier.
- Prepare monthly, quarterly and annual payroll reports for State and Federal reporting requirements.
- Manage and process Long Term Disability and Workers Compensation claims for the Town and Board of Education.
- Prepare COBRA notifications when a qualifying event occurs.
- Prepare and monitor accounts receivable billings for the Finance Department and pursue collection procedures as necessary.
- Responsible for developing and implementing the privacy requirements of the Health insurance Portability and Accountability Act of 1996 (HIPAA).
- Assists CFO with preparation of annual budget.
- Assists CFO with preparation of Capital Improvement Plan.
- Prepare or review grant financial reports required by State, Federal or other grantor agencies.



**Town of Colchester
Job Description**

**Cragin Memorial Library
Library Director**

GENERAL STATEMENT OF DUTIES

Plans, develops, administers, organizes, directs, and manages all aspects of town library services in conformity with the policies established by the Board of Trustees and the Town. Management duties include those related to personnel, budget, collection development, building maintenance and library operations.

WORK SCHEDULE

As defined in the Town Administrators union contract.

SUPERVISOR

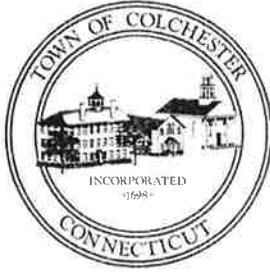
Works under the supervision of the First Selectman.

SUPERVISION EXERCISED

Supervises all library staff.

ESSENTIAL DUTIES

- Directs the daily operations of the library to ensure high quality services, resource utilization, and to maximize effectiveness of budget allocation.
- Directs, prepares, and administers the annual budget based on established goals.
- Manages staff and coordinates staff functions in accordance with established philosophy of library service.
- Researches and evaluates cooperative purchasing opportunities with other libraries.
- Prepares grant proposals to state agencies and other organizations to fund new or supplemental programs and/or service needs.
- Asses the community's needs as part of an ongoing planning process. Plans, implements, and evaluates the program of services, making changes as necessary.
- Formulates policies governing the library and recommends them to the Board of Trustees for final approval by the Board of Selectmen.
- Analyzes buildings and grounds needs and recommends improvements and repairs as necessary.
- Negotiates service contracts.
- Establishes and conducts public relations programs
- Addresses community groups to inform them of related library resources and services.
- Other related duties, as required.



**Town of Colchester
Job Description**

**Planning and Zoning Department
Planning Director**

GENERAL STATEMENT OF DUTIES

Coordinate and manage all facets of the Planning & Zoning Department in the functional areas of municipal planning, zoning and conservation including site plan and subdivision review, public improvements, economic development and the updating and/or implementation of the Town Plan of Conservation and Development.

SUPERVISION RECEIVED

Receives general supervision from the First Selectman and works coordinately with the chairman of land use boards and commissions.

SUPERVISION EXERCISED

Plan, supervise and coordinate the work of the Planning & Zoning Department. Assign work to staff in functional areas of Building Inspection, Zoning and Wetlands Enforcement.

ESSENTIAL DUTIES

1. Work closely with other departments in developing near-term and long range development plans.
2. Coordinate program assignments with regional, state and deferral planning agencies.
3. Compile and analyze data on economic, social and physical factors affecting development.
4. Coordinate the review and commentary on preliminary and final subdivision and site plans, special permit applications and zone change applications for commercial, recreational, office, industrial and residential development proposals.
5. Review economic base and employment data, demographic, housing and income data for economic development.
6. Prepare initiatives in seeking out intergovernmental assistance in addressing economic needs of the Town.
7. Provide assistance to Zoning and Planning Commission, Conservation Commission, Historic District Commission and other boards and commissions.
8. Plan agenda items and coordinate meeting records and material as needed.
9. Analyze and make recommendations concerning land use regulations.
10. Confer with attorneys, developers and general public on planning and development matters.
11. Prepare and make budget recommendations for department.
12. Prepare statistical and narrative reports of some complexity for First Selectman, Board of Selectman and other boards and commissions as requested.



Town of Colchester Job Description

Senior Center Director of Senior Services

GENERAL STATEMENT OF DUTIES

Plan, organize and coordinate community services for senior adults, including recreational, educational and health activities, human services, and special interest classes and programs. Responsible for the operations of the Colchester Senior Center and its programs.

WORK SCHEDULE

As defined in the Town Administrators union contract.

SUPERVISOR

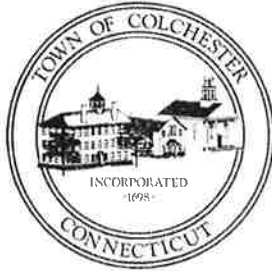
Works under the supervision of the First Selectman.

SUPERVISION EXERCISED

Supervises the work of all employees and volunteers assigned to the Senior Center and its programs.

ESSENTIAL DUTIES

- 1) Work with staff and other town departments and outside agencies to develop, implement, evaluate, and track usage of all programs for senior adults.
- 2) Coordinate with TVCCA's Elderly Nutrition Program staff to provide community meals program.
- 3) Coordinate all programs within the Senior Center, e.g., meals, daily activities, trips, clinics, etc.
- 4) Coordinate the transportation system
- 5) Implement and oversee special programs.
- 6) Supervise all Senior Center employees and volunteers. Participate in personnel actions such as hiring, performance management, annual evaluations, and interim evaluations as needed.
- 7) Prepare and manage department's annual budget.
- 8) Maintain statistics and reports as necessary.
- 9) Maintain a cooperative working relationship with other social services organizations, governmental entities, and boards.
- 10) Research and apply for grants to carry out the work of the senior center; manage, monitor, and prepare required reports for all grants received.
- 11) Develop and direct needed fundraising activities.
- 12) Ensure that timely and informative website updates occur.
- 13) Attend meetings, workshops, training, as approved and/or required by the First Selectman.
- 14) Coordinate, review, and approve all marketing communications from the Senior Center, i.e. newsletter, brochures, and flyers.
- 15) Ensure all trips are properly supervised.
- 16) Engage in various public relations activities, e.g. speaking engagements, and public events to promote and market the services of the center.



**Town of Colchester
Job Description**

**Youth & Social Services
Director**

GENERAL STATEMENT OF DUTIES

Oversee daily operations of the Youth & Social Services while providing leadership, direction, and a vision for the Department.

WORK SCHEDULE

As defined in the Town Administrators union contract.

SUPERVISOR

Work under the supervision of the First Selectman.

SUPERVISION EXERCISED

All employees and volunteers assigned to the Youth & Social Services department.

ESSENTIAL DUTIES

- Develop and administer annual budget for department
- Ensure high standards of professional practice in the department
- Staff Development, Supervision and Performance Evaluation
- Board Management and coalition building
- Facility Management
- Juvenile Review Board Case manager
- Budget preparation, resource development and general fiscal responsibility
- Program Evaluation/Assess Outcomes
- Strategic Planning, Organizational Development and Policy Development
- Community Organization & Outreach
- Resource Development (funding, volunteers, goods/services)
- Identify community needs and periodically review, evaluate and modify services to meet needs.
- Implement direct services in the absence of other staff and other programs as needed
- Oversee all aspects of the food bank
- Assist clients with energy assistance applications, emergency fuel needs and other crises
- Coordinate holiday food programs with civic organizations, develop and maintain working relationships with civic group appointees to best serve residents
- Recruit and coordinate volunteers to assist in carrying out the work of the department develop a training program for volunteers
- Assess needs of clients and make appropriate referrals when necessary



Town of Colchester, Connecticut

OFFICE OF THE TAX COLLECTOR

127 Norwich Avenue, Colchester, Connecticut 06415

MEMORANDUM

To: Board of Selectmen

From: Michele Wyatt, Tax Collector

Date: March 27, 2018

Re: Contract for LexisNexis Accurint

The Office of the Tax Department has the ongoing task of cleaning up the delinquent files. As of the end of February 2018 we show \$2,636,688.23 in delinquency. This number is \$500,000 higher than last year at this time. Last March the office began a process of searching for outstanding tax payers. That process took the office several months to search for tax payers and collect from them. The total turnaround time is 6-8 months to see results. The process of searching for tax payers who have moved has become a challenge without the proper tools. So far the office has utilized many search engines and we have come to a point where we need something more substantial. In going to workshops, classes and seminars I have asked other tax collectors what they use. 9 out of 10 all recommended Lexis Nexis Accurint as their "go to" software.

LexisNexis Accurint for Government is a powerful investigative tool used by many government agencies. Their advanced data linking technology will allow the Tax Office to gather information, analyze comprehensive and authoritative public records information, allowing us to perform our jobs more efficiently and effectively.

The plan the office will utilize is the Pay as you go Transactional plan. The cost for the service is \$50.00/ month. This price includes 50 searches; once we go over the 50 searches each search is between \$0.50 and \$1.00 per search. The office is now in the process of searching for people on the delinquency list and would like to start using this tool immediately.

Recommended Motion

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

Respectfully Submitted,


Michele Wyatt

Michele A. Wyatt, Tax Collector

Telephone (860) 537-7210 · Fax (860) 537-1147 · Email taxcollector@colchesterct.gov

LexisNexis® Accurint® for Government



Public records can help accelerate investigations. Search smarter, not harder.

LexisNexis® Accurint® for Government is a powerful investigative tool already used by approximately 3,000 government agencies across the country, assisting them with enforcing laws and regulations, fighting fraud and providing citizen-centric services. LexID®, our advanced data linking technology, enables government professionals to instantly gather and analyze current, comprehensive and authoritative public records information, allowing them to perform their jobs more efficiently and effectively.

Efficiently manage your system users

Advanced administrator features allow you to easily monitor and control user access for your entire agency and make changes on the fly. You can specify search access and usage limits for individual users, view activity reports and billing information, or perform usage audits right from your desktop.

Improve your investigations workflow

Quickly and efficiently:

- Locate people and discover associations
- Uncover assets
- Investigate businesses
- Visualize complex relationships
- Map property and sex offender locations with advanced Google Maps™ technology
- Verify and uncover derogatory information regarding beneficiaries/recipients and providers

Get a clearer picture of your investigations with:

- Names and addresses
- Credit reports
- Death and criminal records
- Professional licenses/sanctions

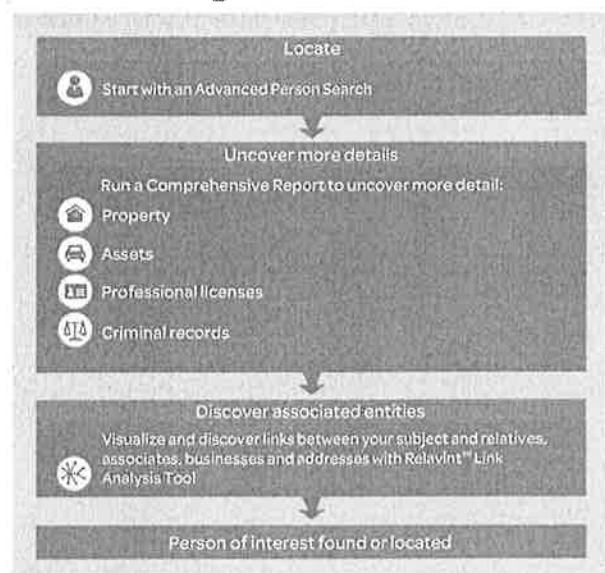


- 1 Customize search preferences.
- 2 Save time finding a person with one of these people searches,
- 3 Find information on millions of businesses,
- 4 Uncover assets tied to an individual or business.
- 5 Discover phone numbers not currently in the Electronic Directory Assistance (EDA), including possible cell phone and non-published numbers with Phones Plus and Real-Time Phones.
- 6 Discover derogatory data regarding providers billing health care programs and identify other leads of investigative interest.

Critical Investigative Information Available at Your Fingertips



Locating Persons of Interest



- Business information, including fictitious names
- Phone numbers, including possible cell phones
- Assets, including motor vehicles, watercraft and aircraft
- Bankruptcies, liens and judgments
- Real property records
- Email addresses and social networking information

For more information:

Call 888.579.7638 or visit lexisnexis.com/accurintgov

About LexisNexis Risk Solutions

LexisNexis Risk Solutions (www.lexisnexis.com/risk) is a leader in providing essential information that helps customers across all industries and government predict, assess and manage risk. Combining cutting-edge technology, unique data and advanced scoring analytics, we provide products and services that address evolving client needs in the risk sector while upholding the highest standards of security and privacy. LexisNexis Risk Solutions is part of Reed Elsevier, a leading publisher and information provider that serves customers in more than 100 countries with more than 30,000 employees worldwide.

Our government solutions assist law enforcement and government agencies with deriving insight from complex data sets, improving operational efficiencies, making timely and informed decisions to enhance investigations, increasing program integrity, and discovering and recovering revenue.



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LexisNexis Risk Solutions

**SCHEDULE A
Accurint for Government
(Transactional)**

Customer Name: Town of Colchester Tax Collector
Billgroup #: _____
LN Account Manager: Jackie Koski

This Schedule A sets forth additional or amended terms and conditions for the use of the Accurint for Government services ("LN Services"), as set forth in the services agreement between Customer and LN or LN's affiliate(s) for the LN Services ("Agreement"), to which this Schedule A is incorporated by reference. The LN Services herein shall be provided by LexisNexis Risk Solutions FL Inc. ("LN"). Customer acknowledges that the services provided under this Schedule A are non-FCRA services and are not "consumer reports" within the meaning of the FCRA and Customer agrees not to use such reports in any manner that would cause them to be characterized as "consumer reports".

1. SCHEDULE A TERM

The term of this Schedule A will be 12 months beginning April 1, 2018 (the "Initial Term"). Following the Initial Term, this Schedule A shall automatically renew for additional periods of twelve (12) months (each one, a "Renewal Term"), unless written notice of termination is provided to either party at least sixty (60) days prior to the expiration of the Initial Term or any Renewal Term. If an account is activated after the first day of a calendar month, charges will not be pro-rated.

2. ACCURINT FOR GOVERNMENT FEES

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

3. EXPIRATION

Unless otherwise accepted by LN, the terms herein are valid if the Schedule A is signed by the Customer and received by LN on or before **March 7, 2018**.

4. CONFIDENTIAL INFORMATION

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

AGREED TO AND ACCEPTED BY: Town of Colchester Tax Collector

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

February 21, 2018

Accurint for Government
 (Updated October 29, 2017)
 (Plan 46)

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

PRICE SCHEDULE (Transactional)	
ACCURINT FOR GOVERNMENT FEATURES	PRICE
Advanced Motor Vehicle Search (charged per search)	\$1.00
Advanced Person Search	\$0.50
Automated Valuation Model (AVM) Report	\$5.00
American Board Of Medical Specialties Search	\$1.00
American Board Of Medical Specialties Report	\$5.00
Associates ("Next Steps")	\$1.00
Bankruptcies, Liens & Judgments Search (charged per search)	\$0.50
Bankruptcy Search (charged per search)	\$0.25
Bankruptcy Report	\$1.00
Bankruptcy Docket Sheet (\$0.50 For First 5 Pages & \$0.20 Per Page Thereafter) (not discountable)	\$0.50
Bankruptcy Documents (Per Page, Up To Max Charge Of \$6 Per Document) (not discountable)	\$0.20
Boolean Search	\$2.00
Business Credit (charged per search) (not discountable)	\$0.25
Business Credit Report	\$20.00
Business InstantID (charged per search)	\$1.30
Business InstantID & FraudDefender (charged per search)	\$1.30
Business Search (charged per search) (not discountable)	\$0.35
Businesses In The News (not discountable)	\$5.00
Canadian Phones	\$0.40
Case Audit Compliance	\$0.00
Case Connect Deconfliction Alerts	\$0.00
Civil Courts Search (Report Included) (charged per search)	\$2.00
CLIA Report	\$0.25
Concealed Weapons Permit	\$0.25
Corporation Filings (Report Included Except In Delaware)	\$1.00
Court Search Wizard (Additional Fees May Apply; Orders Are Non-Refundable)	--
-County Civil Lower & Upper Court - 7 Year (not discountable)	\$35.00
-County Civil Lower & Upper Court - 10 Year (not discountable)	\$40.00
-County Criminal - 7 Year (not discountable)	\$25.00
-County Criminal - 10 Year (not discountable)	\$30.00
-Federal Division Civil - 7 Year (not discountable)	\$16.00
-Federal Division Civil - 10 Year (not discountable)	\$25.00
-Federal Division Criminal - 7 Year (not discountable)	\$16.00
-Federal Division Criminal - 10 Year (not discountable)	\$25.00
-Statewide Criminal (not discountable)	\$24.00
Criminal Records (charged per search)	\$1.00
Criminal Records Report	\$1.00
DEA Controlled Substances License Search	\$0.25

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Death Records (charged per search)	\$0.25
Death Records Report (charged per search)	\$1.00
Delaware Corporations (not discountable)	\$1.00
Delaware Corporations Report (not discountable)	\$11.00
Disclosed Entity Service (not discountable)	\$5.00
Driver Licenses	\$0.75
Dun & Bradstreet Search	\$0.25
Dun & Bradstreet Global Market Identifiers Search	\$3.75
Email Search	\$0.40
FAA Aircraft (Report Included)	\$0.25
FAA Pilots (Report Included)	\$0.25
Federal Civil Court Records Search (charged per search)	\$2.00
Federal Criminal Court Records Search (charged per search)	\$3.00
Federal Firearms & Explosives	\$0.25
Federal Employer ID Numbers (FEIN)	\$0.50
Fictitious Business Name	\$0.50
Foreclosures Search (Report Included)	\$1.00
Hunting/Fishing Licenses	\$0.25
Identity Authenticate (charged per search)	\$1.25
Identity Verification (charged per search)	\$0.60
InstantID Consumer Search (charged per search)	\$0.75
InstantID Consumer & FraudDefender Search (charged per search)	\$1.05
Internet Domains	\$0.25
Liens & Judgments (charged per search)	\$0.25
Liens & Judgments Report	\$1.00
Marriages / Divorces Search	\$1.00
Medical, Employment and Business Records Retrieval	--
-Medical, Employee Or Business Record Retrieval With Authorization (not discountable)	\$35.00
-Medical, Employee Or Business Record Retrieval With Authorization And Affidavit (not discountable)	\$72.50
-Medical, Employee Or Business Record Retrieval By Subpoena (not discountable)	\$87.50
-Canvassing Up To 5 Custodians (not discountable)	\$50.00
-Canvassing From 5 To 10 Custodians (not discountable)	\$100.00
-Canvassing Above 10 Custodians, Per Custodian (not discountable)	\$10.00
-Chronological Sorting (charged per page) (not discountable)	\$0.03
-Pagination Only (charged per page) (not discountable)	\$0.10
-Research And Identify Custodial Location	\$0.00
- Long distance charges, phone charges, initial and follow up calls	\$0.00
-Prepare And Deliver Notice And Subpoena For Signature (If Required)	\$0.00
-Deliver Notice To All/3rd Party Notices	\$0.00
-Serve Subpoena To Custodian Of Record	\$0.00
-Pick-Up Scheduling And Two (2) Field Trips	\$0.00
-Mileage	\$0.00
-Return Record Review For Completeness And Legibility	\$0.00
-Rush Fee (One Way) (not discountable)	\$25.00
-Witness Fee (Pass Through Fees May Be Charged)	\$0.00

-Deposition Trip Fee (not discountable)	\$20.00
-Deposition Certification Fee (not discountable)	\$20.00
-Custodial Fee (Pass Through Fees May Be Charged)	\$0.00
-Custodial Fee Carrying Fee (10% of Pass Thru Fees May Be Charged)	\$0.00
-Hard Copy Per Page, Authorization (not discountable)	\$0.50
-Hard Copy Per Page, Subpoena, Includes Pagination And Sealing If Required (not discountable)	\$0.50
-Hard Copy, Shipping Cost (Pass Through Fees May Be Charged)	\$0.00
-Sales/Revenue Taxes (Pass Through Fees May Be Charged)	\$0.00
-X-Ray Duplication (not discountable)	\$17.50
-Fax Or Electronic Receipt Of Authorization For The Release Of Records	\$0.00
-Phone Charges	\$0.00
-Authorization Cover Sheet Preparation And Delivery Per Location	\$0.00
-Record Receipt And Review (QA)	\$0.00
-Electronic Posting Of Record, Per Page	\$0.00
-Hospital Charting (charged per page) (not discountable)	\$0.25
-Maximum Spend Without Client Authorization, MRR * (not discountable)	\$75.00
-Maximum Spend Without Client Authorization, X-Ray Duplication * (not discountable)	\$210.00
*Default Can Be Lower Or Higher Based On Customer Specifications	--
Motor Vehicles Search	\$0.75
Motor Vehicles Report	\$1.00
MVR Reports (Driving Records)** (plus state fee) (charged per search) (not discountable)	\$5.00
** Coverage and state fees are available in the product and are subject to change	--
National Motor Vehicle Accident Search & Report (not discountable)	\$3.00
National UCC Filings (Report Included)	\$1.00
NCPDP (National Council for Prescription Drug Programs) Search (charged per search)	\$0.50
NCPDP (National Council for Prescription Drug Programs) Report (charged per search)	\$1.50
Neighbors ("Next Steps") (not discountable)	\$0.25
NPI Data Search (not discountable)	\$0.25
NPI Data Search	\$0.25
NPI Report	\$0.50
Official Records Search (Report Included)	\$0.25
OSHA Investigative Reports Search	\$1.00
Passport Validation (charged per search)	\$1.00
People At Work Search	\$1.00
People In The News (not discountable)	\$5.00
Person Alerts Monitoring (Monthly Monitoring Transactions Per Acct.) (Alerts Charged At Regular Price)	--
-1 - 50	\$3.00
-51 - 250	\$15.00
-251 - 500	\$30.00
-501 - 1,000	\$60.00
-1,001 - 5,000	\$300.00
-5,001 - 25,000	\$1,500.00
-25,001 - 100,000	\$6,000.00
Professional Licenses (Report Included) (charged per search)	\$1.00
Property Assessment Search	\$1.00

Property Assessment Report	\$1.00
Property Deed Search	\$1.00
Property Deed Report (excluding Deed Image)	\$1.00
Property Deed Image (additional charge when ordered from within Property Reports) (not discountable)	\$8.00
Property Search (Property Assessments, Deeds & Mortgages)	\$2.00
Property Report (Property Assessments, Deeds & Mortgages, excluding Deed Image)	\$2.00
Provider Search	\$0.25
Provider Report	\$5.00
Provider Report Card (charged per search)	\$5.00
Provider Sanction Search (charged per search)	\$0.25
Provider Sanction Report	\$5.00
Real Time Person Search (charged per search)	\$3.50
Real Time Phone Search	\$0.50
Relatives ("Next Steps")	\$1.00
Relatives, Neighbors & Associates ("Next Steps")	\$2.00
Relavint Visual Link Analysis (Per Diagram) (not discountable)	\$2.00
Satellite Image Search	\$0.00
SEC Filings Search	\$3.50
Sexual Offenders (Report Included) (charged per search)	\$1.00
SIRIS	\$0.00
USA Patriot Act (charged per search) (not discountable)	\$0.25
Virtual Identity Search & Report	\$2.00
Voter Registrations	\$0.25
Watercraft	\$0.50
Watercraft Report	\$1.00
WorkPlace Locator (not discountable)	\$3.50
Reports	
Asset Report: Property Deeds & Assessments, Vehicle Registrations, Watercraft, FAA Pilots, FAA Aircraft, and UCC Filings.	\$3.50
Business Link Report (charged per search)	\$5.00
Comprehensive Report (Best Value): Summary Report, Associates, Bankruptcy, Concealed Weapons Permits, Criminal Records, DEA Controlled Substances License Search, Driver's Licenses, FAA Aircraft, FAA Pilots, Federal Firearms & Explosives License Search, Hunting/Fishing Permits, Liens/Judgments, National Motor Vehicle Accident Search & Report, Neighbors, People at Work, Phones Plus, Possible Education, Professional Licenses, Property, Relatives (3 Degrees), Sexual Offenders, UCC Filings, Vehicle Registrations, Voter Registration and Watercraft.	\$6.00
Contact Card Report: Summary Report: Names Associated with Subject, Contact List: At Home, At Work, Through Family, Through Associates, Through Neighbors, Possible Relocation, Address Summary and Phones Plus (optional).	\$3.50
Entitlement Report: Summary Report, Phones Plus, Bankruptcy, Liens/Judgments, UCC Filings, People At Work, Driver's Licenses, Vehicle Registrations, Property, Watercraft, FAA Pilots, FAA Aircraft, Professional Licenses, Associates, Relatives (3 Degrees), Criminal Records And Sexual Offenders. Results Can Be Restricted By The User To Their Applicable Dates Of Interest.	\$4.00
Finder Report: Address Summary, Others Using SSN, Date/Location Where SSN Issued, Phone Summary, Current Listed Phones, Unverified Phones With Type And Date Indicators, Current Neighbor Phones, Possible Relative Phones (2 Degrees), Possible Associate Phones, Phones At Historical Addresses, Bankruptcy Filings And	\$3.50

Corporate Affiliations.	
Government Location Report (charged per search)	\$1.00
Summary Report: Address Summary, Others Using SSN, Date/Location Where SSN Issued, Census Data, Bankruptcy Indicator, Property Indicator And Corporate Affiliations Indicator.	\$0.50
Comprehensive Address Report: (Base Report Features: Current And Previous Residents And Phones At Address)	\$0.50
Additional Report Options:	--
-Bankruptcy (charged per search)	\$1.00
-Businesses At Address	\$0.25
-Concealed Weapons Permit Search	\$0.25
-Criminal Records Search (charged per search)	\$1.00
-Criminal Records Report	\$1.00
-Driver Licenses At Address	\$0.75
-Hunting/Fishing License Search	\$0.25
-Liens And Judgments (charged per search)	\$0.25
-Motor Vehicles Registered At Address	\$0.75
-Neighborhood Profile (2010 Census)	\$0.50
-Neighbors At Address	\$0.25
-Property Ownership Current / Previous	\$1.00
-Sexual Offenders Search (Report Included) (charged per search)	\$1.00
Comprehensive Business Report (Base Report Features: Name and TIN Variations, Parent Company, and Industry Information)	\$0.50
Additional Report Options:	--
-Associated Businesses	\$1.00
-Associated People	\$1.00
-Bankruptcy (charged per search)	\$1.00
-Business Registrations	\$0.25
-Corporation Filings	\$1.00
-Dun & Bradstreet Records (not discountable)	\$3.75
-FAA Aircraft	\$0.25
-Internet Domain Names	\$0.25
-IRS 5500	\$0.50
-Liens and Judgments (charged per search)	\$0.25
-Motor Vehicles	\$0.75
-Properties	\$1.00
-UCC Filings	\$0.50
-Watercraft	\$1.00
Custom Comprehensive Report (Base Report Features: Others Using Same SSN, Date and Location where SSN Issued, Company Header, Address Summary, Possible Education, Comprehensive Report Summary)	\$0.50
Additional Report Options:	--
-Associates	\$1.00
-Bankruptcy (charged per search)	\$1.00
-Criminal Records (charged per search)	\$1.00
-DEA Controlled Substances License Search	\$0.25
-Driver Licenses Information	\$0.75
-Email Search	\$0.40

-Federal Firearms & Explosives License Search	\$0.25
-Liens And Judgments (charged per search)	\$0.25
-Motor Vehicle(s) Registration (Watercraft & Boat Trailers Included)	\$0.75
-National Motor Vehicle Accident Search & Report	\$3.00
-Neighborhood Profile (2010 Census)	\$0.50
-Neighbors (Up To 6 Neighbors At 10 Different Addresses)	\$0.25
-People At Work	\$1.00
-Phones Plus	\$0.50
-Professional Licenses (Report Included) (charged per search)	\$1.00
-Properties	\$1.00
-Relatives (Up to 3 Degrees of Separation)	\$1.00
-Sexual Offenders (charged per search)	\$1.00
-Supplemental Data Sources (charged per search)	\$1.00
-UCC Filings	\$1.00
Flat Rate Comprehensive Healthcare Business Report (includes Base Report Features and Additional Report Options listed below)	\$10.00
Comprehensive Healthcare Business Report (Base Report Features: Name, Address and Phone Variations; Parent Company, ID Numbers and Industry Information)	\$0.50
Additional Report Options:	--
-Associated Businesses	\$1.00
-Associated People	\$1.00
-Bankruptcy (charged per search)	\$1.00
-Business Phone Matches	\$0.25
-Business Registrations	\$0.25
-Corporation Filings	\$1.00
-Dun & Bradstreet Records (not discountable)	\$3.75
-FAA Aircraft	\$0.25
-Internet Domain Names	\$0.25
-IRS 5500	\$0.50
-Liens And Judgments (charged per search)	\$0.25
-Motor Vehicles	\$0.75
-Properties	\$1.00
-Sanctions	\$0.50
-UCC Filings	\$0.50
-Verification	\$0.75
-Watercraft	\$1.00
Flat Rate Comprehensive Healthcare Provider Report (includes Base Report Features and Additional Report Options listed below)	\$6.00
Comprehensive Healthcare Provider Report (Base Report Features: Gender, Date of Birth, Social Security Number, Tax ID(s) UPIN and NPI number)	\$0.50
Additional Report Options:	--
-Additional Deceased Data Sources	\$0.00
-Associates	\$0.00
-Bankruptcy (charged per search) (not discountable)	\$0.25
-Business Address Summary	\$0.25
-Business Affiliations	\$0.50
-Business Phone Matches	\$0.25
-DEA Licenses	\$0.25

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-Degrees	\$0.00
-Education	\$0.50
-Group Affiliations	\$0.50
-GSA Sanctions (charged per search)	\$0.50
-Hospital Affiliations	\$0.50
-Liens And Judgments (charged per search)	\$0.25
-Medical Licenses (charged per search)	\$1.00
-Possible Criminal Records (charged per search)	\$0.25
-Professional Licenses (charged per search)	\$1.00
-Sanctions (Disciplinary) (charged per search)	\$0.50
-Sexual Offenses (charged per search)	\$1.00
-Specialties	\$0.00
-Verification	\$0.75
Online Batch	
Advanced Person Search	\$0.50
Deceased Person	\$0.25
Address (Single)	\$0.13
Address (Multiple)	\$0.16
Waterfall Phones: Directory Assistance Match, Address And Name Variations, Co-Residents, Phones Plus & Relatives; Add-Ons Possible Relocation, Neighbors & People At Work (Single)	\$0.23
Waterfall Phones: Directory Assistance Match, Address And Name Variations, Co-Residents, Phones Plus & Relatives; Add-Ons Possible Relocation, Neighbors & People At Work (Multiple)	\$0.25
Waterfall Phone with Address (single)	\$0.25
Waterfall Phone with Address (multiple)	\$0.30
Address and/or Phone Confirmation (per input) (single)	\$0.03
Address and/or Phone Confirmation (per input) (multiple)	\$0.04
Phones Plus	\$0.50
Real Time Phone Search	\$0.50
Real Time Motor Vehicle Registrations	\$1.50
Property - Add Up To Five Properties Owned By The Subject	\$1.00
Consumer InstantID	\$0.65
Consumer InstantID With Fraud Defender	\$0.95
Consumer InstantID With Red Flags Rule	\$0.90
Business InstantID	\$1.30
Business InstantID With Fraud Defender	\$1.30
Multiple = 2 Or More Phones/Addresses Returned	--

Accurint for Government
 (Updated September 8, 2016)
 (Plan 46)

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

PRICE SCHEDULE (Transactional)	
FEATURES	PRICE
Advanced Motor Vehicle Search (charged per search)	\$1.00
Advanced Person Search	\$0.50
American Board Of Medical Specialties Search	\$1.00
American Board Of Medical Specialties Report	\$5.00
Associates ("Next Steps")	\$1.00
Bankruptcies, Liens & Judgments Search (charged per search)	\$0.50
Bankruptcy Search (charged per search)	\$0.25
Bankruptcy Report	\$1.00
Bankruptcy Docket Sheet (\$0.50 For First 5 Pages & \$0.20 Per Page Thereafter) (not discountable)	\$0.50
Bankruptcy Documents (Per Page, Up To Max Charge Of \$6 Per Document) (not discountable)	\$0.20
Boolean Search	\$2.00
Business Credit (charged per search) (not discountable)	\$0.25
Business Credit Report	\$20.00
Business InstantID (charged per search)	\$1.30
Business InstantID & FraudDefender (charged per search)	\$1.30
Business Search (charged per search) (not discountable)	\$0.35
Businesses In The News (not discountable)	\$5.00
Canadian Phones	\$0.40
Case Audit Compliance	\$0.00
Case Connect Deconfliction Alerts	\$0.00
Civil Courts Search (Report Included) (charged per search)	\$2.00
CLIA Certificate Search (not discountable)	\$0.25
Concealed Weapons Permit	\$0.25
Corporation Filings (Report Included Except In Delaware)	\$1.00
Court Search Wizard (Additional Fees May Apply; Orders Are Non-Refundable)	--
County Civil Lower & Upper Court - 7 Year (not discountable)	\$35.00
County Civil Lower & Upper Court - 10 Year (not discountable)	\$40.00
County Criminal - 7 Year (not discountable)	\$25.00
County Criminal - 10 Year (not discountable)	\$30.00
Federal Division Civil - 7 Year (not discountable)	\$16.00
Federal Division Civil - 10 Year (not discountable)	\$25.00
Federal Division Criminal - 7 Year (not discountable)	\$16.00
Federal Division Criminal - 10 Year (not discountable)	\$25.00
Statewide Criminal (not discountable)	\$24.00
Criminal Records (charged per search)	\$1.00
Criminal Records Report	\$1.00
DEA Controlled Substances License Search	\$0.25
Death Records (charged per search)	\$0.25
Death Records Report (charged per search)	\$1.00
Delaware Corporations (not discountable)	\$1.00
Delaware Corporations Report (not discountable)	\$11.00
Disclosed Entity Service (not discountable)	\$5.00

Driver Licenses	\$0.75
Dun & Bradstreet (D&B) Search	\$0.25
Dun & Bradstreet (D&B) Global Market Identifiers Search	\$3.75
Email Search	\$0.40
FAA Aircraft (Report Included)	\$0.25
FAA Pilots (Report Included)	\$0.25
Federal Civil Court Records Search (charged per search)	\$2.00
Federal Criminal Court Records Search (charged per search)	\$3.00
Federal Firearms & Explosives	\$0.25
Federal Employer ID Numbers (FEIN)	\$0.50
Fictitious Business Name	\$0.50
Foreclosures Search (Report Included)	\$1.00
Hunting/Fishing Licenses	\$0.25
Identity Authenticate (charged per search)	\$1.25
Identity Verification (charged per search)	\$0.60
InstantID Consumer Search (charged per search)	\$0.75
InstantID Consumer & FraudDefender Search (charged per search)	\$1.05
Internet Domains	\$0.25
Liens & Judgments (charged per search)	\$0.25
Liens & Judgments Report	\$1.00
Marriages / Divorces Search	\$1.00
Medical, Employment and Business Records Retrieval	--
Medical, Employee Or Business Record Retrieval With Authorization (not discountable)	\$35.00
Medical, Employee Or Business Record Retrieval With Authorization And Affidavit (not discountable)	\$72.50
Medical, Employee Or Business Record Retrieval By Subpoena (not discountable)	\$87.50
Canvassing Up To 5 Custodians (not discountable)	\$50.00
Canvassing From 5 To 10 Custodians (not discountable)	\$100.00
Canvassing Above 10 Custodians, Per Custodian (not discountable)	\$10.00
Chronological Sorting (charged per page) (not discountable)	\$0.03
Pagination Only (charged per page) (not discountable)	\$0.10
Research And Identify Custodial Location	\$0.00
Long distance charges, phone charges, initial and follow up calls	\$0.00
Prepare And Deliver Notice And Subpoena For Signature (If Required)	\$0.00
Deliver Notice To All/3rd Party Notices	\$0.00
Serve Subpoena To Custodian Of Record	\$0.00
Pick-Up Scheduling And Two (2) Field Trips	\$0.00
Mileage	\$0.00
Return Record Review For Completeness And Legibility	\$0.00
Rush Fee (One Way) (not discountable)	\$25.00
Witness Fee (Pass Through Fees May Be Charged)	\$0.00
Deposition Trip Fee (not discountable)	\$20.00
Deposition Certification Fee (not discountable)	\$20.00
Custodial Fee (Pass Through Fees May Be Charged)	\$0.00
Custodial Fee Carrying Fee (10% of Pass Thru Fees May Be Charged)	\$0.00
Hard Copy Per Page, Authorization (not discountable)	\$0.50
Hard Copy Per Page, Subpoena, Includes Pagination And Sealing If Required (not discountable)	\$0.50
Hard Copy, Shipping Cost (Pass Through Fees May Be Charged)	\$0.00
Sales/Revenue Taxes (Pass Through Fees May Be Charged)	\$0.00
X-Ray Duplication (not discountable)	\$17.50

Fax Or Electronic Receipt Of Authorization For The Release Of Records	\$0.00
Phone Charges	\$0.00
Authorization Cover Sheet Preparation And Delivery Per Location	\$0.00
Record Receipt And Review (QA)	\$0.00
Electronic Posting Of Record, Per Page	\$0.00
Hospital Charting (charged per page) (not discountable)	\$0.25
Maximum Spend Without Client Authorization, MRR * (not discountable)	\$75.00
Maximum Spend Without Client Authorization, X-Ray Duplication * (not discountable)	\$210.00
*Default Can Be Lower Or Higher Based On Customer Specifications	--
Motor Vehicles Report	\$1.00
MVR Reports (Driving Records)** (plus state fee listed below) (charged per search) (not discountable)	\$5.00
Alabama 3-Year (not discountable)	\$9.75
Delaware 3-Year (not discountable)	\$25.00
Florida 3-Year (not discountable)	\$8.10
Florida 7-Year (not discountable)	\$10.10
Illinois (not discountable)	\$12.00
Indiana (not discountable)	\$7.50
Iowa (not discountable)	\$8.50
Kansas (not discountable)	\$8.70
Maine 3-Year (not discountable)	\$7.00
Minnesota 5-Year (not discountable)	\$5.00
Mississippi 3-Year (not discountable)	\$14.00
Nebraska 5-Year (not discountable)	\$3.00
North Carolina 3/7-Year (not discountable)	\$10.00
Rhode Island 3-Year (not discountable)	\$20.00
South Carolina 3/10-Year (not discountable)	\$7.25
Tennessee 3-Year (not discountable)	\$7.00
Utah (not discountable)	\$9.00
Vermont 3-Year (not discountable)	\$17.00
West Virginia 7-Year (not discountable)	\$9.00
** Customer will have access to and use of the MVR Reports (Driving Records) materials and features. MVR Reports (Driving Records) fees are subject to change without notice.	--
National Motor Vehicle Accident Search & Report (not discountable)	\$3.00
National UCC Filings (Report Included)	\$1.00
NCPDP (National Council for Prescription Drug Programs) Search (charged per search)	\$0.50
NCPDP (National Council for Prescription Drug Programs) Report (charged per search)	\$1.50
Neighbors ("Next Steps") (not discountable)	\$0.25
NPI Data Search (not discountable)	\$0.25
NPI Report	\$0.50
Official Records Search (Report Included)	\$0.25
OSHA Investigative Reports Search	\$1.00
Passport Validation (charged per search)	\$1.00
People At Work Search	\$1.00
People In The News (not discountable)	\$5.00
Person Alerts Monitoring (Monthly Monitoring Transactions Per Acct.) (Alerts Charged At Regular Price)	--
1 - 50	\$3.00
51 - 250	\$15.00
251 - 500	\$30.00
501 - 1,000	\$60.00

1,001 - 5,000	\$300.00
5,001 - 25,000	\$1,500.00
25,001 - 100,000	\$6,000.00
Professional Licenses (charged per search)	\$1.00
Property Assessment Search	\$1.00
Property Assessment Report	\$1.00
Property Deed Search	\$1.00
Property Deed Report (excluding Deed Image)	\$1.00
Property Deed Image (additional charge when ordered from within Property Reports) (not discountable)	\$8.00
Property Search (Property Assessments, Deeds & Mortgages)	\$2.00
Property Report (Property Assessments, Deeds & Mortgages, excluding Deed Image)	\$2.00
Provider Search	\$0.25
Provider Report	\$5.00
Provider Report Card (charged per search)	\$5.00
Provider Sanction Search (charged per search)	\$0.25
Provider Sanction Report	\$5.00
Real Time Person Search (charged per search)	\$3.50
Real Time Phone Search	\$0.50
Relatives ("Next Steps")	\$1.00
Relatives, Neighbors & Associates ("Next Steps")	\$2.00
Relavint Visual Link Analysis (Per Diagram) (not discountable)	\$2.00
Satellite Image Search	\$0.00
SEC Filings Search	\$3.50
Sexual Offenders (Report Included) (charged per search)	\$1.00
SIRIS	\$0.00
USA Patriot Act (charged per search) (not discountable)	\$0.25
Virtual Identity Search & Report	\$2.00
Voter Registrations	\$0.25
Watercraft	\$0.50
Watercraft Report	\$1.00
WorkPlace Locator (not discountable)	\$3.50
Reports	
Asset Report: Property Deeds & Assessments, Vehicle Registrations, Watercraft, FAA Pilots, FAA Aircraft, and UCC Filings.	\$3.50
Automated Valuation Model (AVM) Report	\$5.00
Business Link Report (charged per search)	\$5.00
Comprehensive Report (Best Value): Summary Report, Associates, Bankruptcy, Concealed Weapons Permits, Criminal Records, DEA Controlled Substances License Search, Driver's Licenses, FAA Aircraft, FAA Pilots, Federal Firearms & Explosives License Search, Hunting/Fishing Permits, Liens/Judgments, National Motor Vehicle Accident Search & Report, Neighbors, People at Work, Phones Plus, Possible Education, Professional Licenses, Property, Relatives (3 Degrees), Sexual Offenders, UCC Filings, Vehicle Registrations, Voter Registration and Watercraft.	\$6.00
Contact Card Report: Summary Report: Names Associated with Subject, Contact List: At Home, At Work, Through Family, Through Associates, Through Neighbors, Possible Relocation, Address Summary and Phones Plus (optional).	\$3.50
Entitlement Report: Summary Report, Phones Plus, Bankruptcy, Liens/Judgments, UCC Filings, People At Work, Driver's Licenses, Vehicle Registrations, Property, Watercraft, FAA Pilots, FAA Aircraft, Professional Licenses, Associates, Relatives (3 Degrees), Criminal Records And Sexual Offenders. Results Can Be Restricted By The User To Their Applicable Dates Of Interest.	\$4.00
Finder Report: Address Summary, Others Using SSN, Date/Location Where SSN Issued, Phone Summary, Current Listed Phones, Unverified Phones With Type And	\$3.50

Date Indicators, Current Neighbor Phones, Possible Relative Phones (2 Degrees), Possible Associate Phones, Phones At Historical Addresses, Bankruptcy Filings And Corporate Affiliations.	
Government Location Report (charged per search)	\$1.00
Summary Report: Address Summary, Others Using SSN, Date/Location Where SSN Issued, Census Data, Bankruptcy Indicator, Property Indicator And Corporate Affiliations Indicator.	\$0.50
Comprehensive Address Report: (Base Report Features: Current And Previous Residents And Phones At Address)	\$0.50
Additional Report Options:	--
Bankruptcy (charged per search)	\$1.00
Businesses At Address	\$0.25
Concealed Weapons Permit Search	\$0.25
Criminal Records Search (charged per search)	\$1.00
Criminal Records Report	\$1.00
Driver Licenses At Address	\$0.75
Hunting/Fishing License Search	\$0.25
Liens And Judgments (charged per search)	\$0.25
Motor Vehicles Registered At Address	\$0.75
Neighborhood Profile (2010 Census)	\$0.50
Neighbors At Address	\$0.25
Property Ownership Current / Previous	\$1.00
Sexual Offenders Search (Report Included) (charged per search)	\$1.00
Comprehensive Business Report (Base Report Features: Name and TIN Variations, Parent Company, and Industry Information)	\$0.50
Additional Report Options:	--
Associated Businesses	\$1.00
Associated People	\$1.00
Bankruptcy (charged per search)	\$1.00
Business Registrations	\$0.25
Corporation Filings	\$1.00
Dun & Bradstreet Records (not discountable)	\$3.75
FAA Aircraft	\$0.25
Internet Domain Names	\$0.25
IRS 5500	\$1.00
Liens And Judgments (charged per search)	\$0.25
Motor Vehicles	\$0.75
Properties	\$1.00
UCC Filings	\$0.50
Watercraft	\$1.00
Custom Comprehensive Report (Base Report Features: Others Using Same SSN, Date and Location where SSN Issued, Company Header, Address Summary, Possible Education, Comprehensive Report Summary)	\$0.50
Additional Report Options:	--
Associates	\$1.00
Bankruptcy (charged per search)	\$1.00
Criminal Records (charged per search)	\$1.00
DEA Controlled Substances License Search	\$0.25
Driver Licenses Information	\$0.75
Email Search	\$0.40
Federal Firearms & Explosives License Search	\$0.25
Liens And Judgments (charged per search)	\$0.25
Motor Vehicle(s) Registration (Watercraft & Boat Trailers Included)	\$0.75

National Motor Vehicle Accident Search & Report	\$3.00
Neighborhood Profile (2010 Census)	\$0.50
Neighbors (Up To 6 Neighbors At 10 Different Addresses)	\$0.25
People At Work	\$1.00
Phones Plus	\$0.50
Professional Licenses (charged per search)	\$1.00
Properties	\$1.00
Relatives (Up to 3 Degrees of Separation)	\$1.00
Sexual Offenders (charged per search)	\$1.00
Supplemental Data Sources (charged per search)	\$1.00
UCC Filings	\$1.00
Flat Rate Comprehensive Healthcare Business Report (includes Base Report Features and Additional Report Options listed below)	\$10.00
Comprehensive Healthcare Business Report (Base Report Features: Name, Address and Phone Variations; Parent Company, ID Numbers and Industry Information)	\$0.50
Additional Report Options:	--
Associated Businesses	\$1.00
Associated People	\$1.00
Bankruptcy (charged per search)	\$1.00
Business Phone Matches	\$0.25
Business Registrations	\$0.25
Corporation Filings	\$1.00
Dun & Bradstreet Records (not discountable)	\$3.75
FAA Aircraft	\$0.25
Internet Domain Names	\$0.25
IRS 5500	\$1.00
Liens And Judgments (charged per search)	\$0.25
Motor Vehicles	\$0.75
Properties	\$1.00
Sanctions	\$0.50
UCC Filings	\$0.50
Verification	\$0.75
Watercraft	\$1.00
Flat Rate Comprehensive Healthcare Provider Report (includes Base Report Features and Additional Report Options listed below)	\$6.00
Comprehensive Healthcare Provider Report (Base Report Features: Gender, Date of Birth, Social Security Number, Tax ID(s) UPIN and NPI number)	\$0.50
Additional Report Options:	--
Additional Deceased Data Sources	\$0.00
Associates	\$0.00
Bankruptcy (charged per search) (not discountable)	\$0.25
Business Address Summary	\$0.25
Business Affiliations	\$0.50
Business Phone Matches	\$0.25
DEA Licenses	\$0.25
Degrees	\$0.00
Education	\$0.50
Group Affiliations	\$0.50
GSA Sanctions (charged per search)	\$0.50
Hospital Affiliations	\$0.50
Liens And Judgments (charged per search)	\$0.25
Medical Licenses (charged per search)	\$1.00
Possible Criminal Records (charged per search)	\$0.25

Professional Licenses (charged per search)	\$1.00
Sanctions (Disciplinary) (charged per search)	\$0.50
Sexual Offenses (charged per search)	\$1.00
Specialties	\$0.00
Verification	\$0.75
Online Batch	
Advanced Person Search	\$0.50
Deceased Person	\$0.25
Address (Single)	\$0.13
Address (Multiple)	\$0.16
Waterfall Phones: Directory Assistance Match, Address And Name Variations, Co-Residents, Phones Plus & Relatives; Add-Ons Possible Relocation, Neighbors & People At Work (Single)	\$0.23
Waterfall Phones: Directory Assistance Match, Address And Name Variations, Co-Residents, Phones Plus & Relatives; Add-Ons Possible Relocation, Neighbors & People At Work (Multiple)	\$0.25
Waterfall Phone with Address (single)	\$0.25
Waterfall Phone with Address (multiple)	\$0.30
Address and/or Phone Confirmation (per input) (single)	\$0.03
Address and/or Phone Confirmation (per input) (multiple)	\$0.04
Phones Plus	\$0.50
Real Time Phone Search	\$0.50
Real Time Motor Vehicle Registrations	\$1.50
Property - Add Up To Five Properties Owned By The Subject	\$1.00
Consumer InstantID	\$0.65
Consumer InstantID With Fraud Defender	\$0.95
Consumer InstantID With Red Flags Rule	\$0.90
Business InstantID	\$1.30
Business InstantID With Fraud Defender	\$1.30
Multiple = 2 Or More Phones/Addresses Returned	--

LexisNexis Risk Solutions Government Application & Agreement

The information submitted on this Application will be used to determine the applicant's eligibility for accessing the services and products of LexisNexis Risk Solutions FL Inc. and its affiliates (hereinafter "LN"). To avoid delay, please provide all information requested. By submitting this Application, the applicant hereby authorizes LN to independently verify the information submitted and perform research about the individuals identified. Acceptance of this Application does not automatically create a business relationship between LN and the applicant. LN reserves the right to reject this Application with or without cause and to request additional information. Applicant acknowledges and understands that LN will only allow applicant access to the LN Services if applicant's credentials can be verified in accordance with LN's internal credentialing procedures.

Section I – Agency Information – please do not use abbreviations	
Full legal name of agency:	Main phone number for address*: <small>*If this is a cell, additional documents may be required</small>
If this application is for an additional account, Parent account number:	Fax number:
Physical Address where LN services will be accessed – P.O. Box/Mail Drops cannot be accepted (street, city, state, zip):	Previous address if at the current address less than 6 mos:
Website address:	External Agency IP Address (https://www.whatismyip.com):
External Agency IP Range – From:	External Agency IP Range – To:
Agency information:	
<input type="checkbox"/> Federal Government	<input type="checkbox"/> Federal Law Enforcement
<input type="checkbox"/> State Government	<input type="checkbox"/> State Law Enforcement
<input type="checkbox"/> Other (please explain):	<input type="checkbox"/> Local/Municipal Government <input type="checkbox"/> Local/Municipal Law Enforcement
Section II – Administrator and Main Contact Information (for additional administrators, please provide additional sheets)	
Product Administrator or Main Contact (first & last name):	Title:
E-Mail Address:	Admin IP Address:
<small>Required for local and municipal agencies:</small>	
Administrator Home Address (street, city, state, zip):	Administrator Date of Birth:
Section III – Billing Information	
Billing Contact (first & last name): check here if same as Administrator <input type="checkbox"/>	Title:
Billing Address (street, city, state, zip):	Telephone:
E-Mail Address:	Sales Tax Exempt: <input type="checkbox"/> No <input type="checkbox"/> Yes – please provide proof of exemption
Do you require a PO number on invoice: <input type="checkbox"/> No <input type="checkbox"/> Yes If Yes, provide PO Number:	
Section IV – Business-to-Business Vendor Reference	
<small>Required for local and municipal agencies:</small>	
Company Name:	Contact:
Business Address (street, city, state, zip):	Contact Phone Number:
E-mail Address:	Account Number (if applicable):

Section V – Site Visits

Site visits may be required to assure Applicant eligibility for LN products or services. By submitting this Application, Applicant agrees to authorize a site visit by LN or its approved third-party, and agrees to cooperate in its completion. If the contact for coordinating the site visit is not identified above as the Administrator, please provide the site visit contact's information below:

Contact Name:	Contact Phone:
Contact Email Address:	

Section VI – Terms and Conditions

Terms and conditions governing the use of the LN Services are available online at <http://www.lexisnexis.com/risk/masterterms/government> and are incorporated into this Application & Agreement by reference as if stated in full herein. By signing below Applicant expressly certifies it has read the additional terms and conditions and agrees to be bound by them.

Signature

I HEREBY CERTIFY that I am authorized to execute this Application & Agreement on behalf of the Agency listed above and that I have direct knowledge of the facts stated above.

Applicant Signature:	Date Signed:
Applicant Name:	Title:

NON-FCRA PERMISSIBLE USE CERTIFICATION

Customer (Company) Name: _____
DBA: _____
Address _____ **City, State, Zip:** _____
Contact Name: _____ **Phone:** _____

REQUIRED Please describe your purpose of use: _____

Definitions. Gramm-Leach-Bliley Act, (15 U.S.C. § 6801, et seq.) and related state laws (collectively, the "GLBA")
 Drivers Privacy Protection Act, (18 U.S.C. § 2721 et seq.) and related state laws (collectively, the "DPPA")

Law Enforcement Agencies Only: Review and, if appropriate, certify to the following: Customer represents and warrants that it will use the LN Services solely for law enforcement purposes, which comply with applicable privacy laws including, but not limited to the GLBA and the DPPA. To certify, check here: Proceed to SECTION 3. QUALIFIED ACCESS

SECTION 1. GLBA EXCEPTION/PERMISSIBLE PURPOSE - NOT APPLICABLE TO LAW ENFORCEMENT

Some LN Services use and/or display nonpublic personal information that is governed by the privacy provisions of the GLBA. Customer certifies it has the permissible purposes under the GLBA to use and/or obtain such information, as marked below, and Customer further certifies it will use such information obtained from LN Services only for such purpose(s) selected below or, if applicable, for the purpose(s) indicated by Customer electronically while using the LN Services, which purpose(s) will apply to searches performed during such electronic session:

No applicable GLBA exception/permissible use. Proceed to SECTION 2. DPPA PERMISSIBLE USES

(At least one (1) must be checked to be permitted access to GLBA data)

<input type="checkbox"/>	As necessary to effect, administer, or enforce a transaction requested or authorized by the consumer.
<input type="checkbox"/>	As necessary to effect, administer, or enforce a transaction requested or authorized by the consumer by verifying the identification information contained in applications.
<input type="checkbox"/>	To protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability.
<input type="checkbox"/>	In required institutional risk control programs.
<input type="checkbox"/>	In resolving consumer disputes or inquiries.
<input type="checkbox"/>	Use by persons, or their representatives, holding a legal or beneficial interest relating to the consumer.
<input type="checkbox"/>	Use by persons acting in a fiduciary or representative capacity on behalf of the consumer.
<input type="checkbox"/>	In complying with federal, state, or local laws, rules, and other applicable legal requirements.
<input type="checkbox"/>	To the extent specifically permitted or required under other provisions of law and in accordance with the Right to Financial Privacy Act of 1978, to law enforcement agencies (including a Federal functional regulator, the Secretary of Treasury, a State insurance authority, or the Federal Trade Commission), self-regulatory organizations, or for an investigation on a matter related to public safety.

SECTION 2. DPPA PERMISSIBLE USES - NOT APPLICABLE TO LAW ENFORCEMENT

Some LN Services use and/or display personal information, the use of which is governed by the DPPA. Customer certifies it has a permissible use under the DPPA to use and/or obtain such information and Customer further certifies it will use such information obtained from LN Services only for one (1) or more of the purposes selected below or for the purpose(s) indicated by Customer electronically while using the LN Services, which purpose(s) will apply to searches performed during such electronic session:

No permissible use. Proceed to SECTION 3. QUALIFIED ACCESS

(At least one (1) must be checked to be permitted access to DPPA data)

<input type="checkbox"/>	For use in connection with any civil, criminal, administrative, or arbitral proceeding in any federal, state, or local court or agency or before any self-regulatory body, including the service of process, investigation in anticipation of litigation, and the execution or enforcement of judgments and orders, or pursuant to an order of a federal, state, or local court.
<input type="checkbox"/>	For use in the normal course of business by a legitimate business or its agents, employees, or contractors, but only— (A) to verify the accuracy of personal information submitted by the individual to the business or its agents, employees, or contractors; and (B) if such information as so submitted is not correct or is no longer correct, to obtain the correct information, but only for the purposes of preventing fraud by, pursuing legal remedies against, or recovering on a debt or security interest against, the individual.
<input type="checkbox"/>	Use by a government agency, but only in carrying out its functions.

<input type="checkbox"/>	Use by any person acting on behalf of a government agency, but only in carrying out the agency's functions.
<input type="checkbox"/>	Use by an insurer (or its agent) in connection with claims investigation activities or antifraud activities.
<input type="checkbox"/>	In connection with motor vehicle safety or theft, or driver safety (except by or for a motor vehicle manufacturer).
<input type="checkbox"/>	Use by an employer or its agents or insurer to obtain or verify information relating to a holder of a commercial driver's license that is required under Chapter 313 of Title 49 of the United States Code.
<input type="checkbox"/>	For use in providing notice to the owners of towed or impounded vehicles.
<input type="checkbox"/>	For use in connection with the operation of private toll transportation facilities.

With regard to the information that is subject to the DPPA, some state laws' permissible uses may vary from the permissible uses identified above. In such cases, some state information may not be available under each permissible use listed above and/or Customer may be asked to certify to a permissible use permitted by applicable state law to obtain information from a specific state.

Customer agrees and certifies it will use the information described above only in accordance with the permissible uses selected above or those selected subsequently in connection with a specific information request.

SECTION 3. QUALIFIED ACCESS

Certain users ("Authorized Users") may be able to obtain full social security numbers (nine (9) digits) and driver's license numbers (collectively, "QA Data"), when appropriate, through some LN Services. Only those users that are within the Authorized User List below, and that use QA Data for an Authorized Use identified below, may qualify. To potentially qualify as an Authorized User, Customer must certify that its business is within the Authorized User List below and its use of QA Data is within the Authorized Use List below.

- Customer is **NOT** requesting access to QA Data. Proceed to SECTION 4. DEATH MASTER FILE
- Customer is requesting access to QA Data. Complete the sections below.

What department will be using QA Data? _____

SOCIAL SECURITY NUMBERS

- Not an authorized user. Proceed to DRIVER'S LICENSE NUMBERS

1. AUTHORIZED USER (At least one (1) must be checked to receive Social Security Numbers)

<input type="checkbox"/>	Federal, state or local government agency with law enforcement responsibilities.
<input type="checkbox"/>	Special investigative unit, subrogation department and claims department of a private or public insurance company for the purposes of detecting, investigating or preventing fraud.
<input type="checkbox"/>	Financial institution for the purposes of (a) detecting, investigating or preventing fraud, (b) compliance with federal or state laws or regulations, (c) collecting debt on their own behalf, and (d) such other uses as shall be appropriate and lawful.
<input type="checkbox"/>	Collection department of a creditor.
<input type="checkbox"/>	Collection company acting on behalf of a creditor or on its own behalf.
<input type="checkbox"/>	Other public or private entity for the purpose of detecting, investigating or preventing fraud. Describe your business:

2. AUTHORIZED USE (At least one (1) must be checked to receive Social Security Numbers)

<input type="checkbox"/>	Location of suspects or criminals.
<input type="checkbox"/>	Location of non-custodial parents allegedly owing child support and ex-spouses allegedly owing spousal support.
<input type="checkbox"/>	Location of individuals alleged to have failed to pay taxes or other lawful debts.
<input type="checkbox"/>	Identity verification.
<input type="checkbox"/>	Other uses similar to those described above. Describe your use:

By selecting above, the Customer certifies that it is an Authorized User, and that it will use Social Security Numbers only for the purpose(s) it designated on the Authorized Use List and for no other purpose(s).

DRIVER'S LICENSE NUMBERS

- Not an authorized user. Proceed to SECTION 4. DEATH MASTER FILE

1. AUTHORIZED USER (At least one (1) must be checked to receive Driver's License Numbers)

<input type="checkbox"/>	Federal, state or local government agency with law enforcement responsibilities.
--------------------------	----------------------------------------------------------------------------------

<input type="checkbox"/>	Special investigative unit, subrogation department and claims department of a private or public insurance company for the purposes of detecting, investigating or preventing fraud.
<input type="checkbox"/>	Financial institution for the purposes of (a) detecting, investigating or preventing fraud, (b) compliance with federal or state laws or regulations, (c) collecting debt on their own behalf, and (d) such other uses as shall be appropriate and lawful.
<input type="checkbox"/>	Collection department of a creditor.
<input type="checkbox"/>	Collection company acting on behalf of a creditor or on its own behalf.
<input type="checkbox"/>	Other public or private entity for the purpose of detecting, investigating or preventing fraud. Describe your business:

2. AUTHORIZED USE (At least one (1) must be checked to receive Driver's License Numbers)

<input type="checkbox"/>	Location of suspects or criminals.
<input type="checkbox"/>	Location of non-custodial parents allegedly owing child support and ex-spouses allegedly owing spousal support.
<input type="checkbox"/>	Location of individuals alleged to have failed to pay taxes or other lawful debts.
<input type="checkbox"/>	Identity verification.
<input type="checkbox"/>	Other uses similar to those described above. Describe your use:

By selecting above, the Customer certifies that it is an Authorized User, and that it will use Driver's License Numbers only for the purpose(s) it designated on the Authorized Use List and for no other purpose(s).

SECTION 4. DEATH MASTER FILE

For access to Limited Access DMF Data only.

No permissible purpose. Proceed to AUTHORIZATION AND ACCEPTANCE OF TERMS

I. Definitions. For purposes of this Certification, these terms are defined as follows:

- a. **DMF Agreement:** The Limited Access Death Master File Non-federal Licensee Agreement for Use and Resale executed by LexisNexis Risk Data Retrieval Services LLC, on behalf of itself, its affiliates and subsidiaries, and its and their successors, with the federal government (NTIS, as below defined). The DMF Agreement form is found at www.lexisnexis.com/risk/DMFDocuments.
- b. **Certification Form:** The Limited Access Death Master File Subscriber Certification Form executed by LexisNexis Risk Data Retrieval Services LLC, on behalf of itself, its affiliates and subsidiaries, and its and their successors, with the federal government (NTIS, as below defined). The Certification Form is found at www.lexisnexis.com/risk/DMFDocuments.
- c. **DMF:** The federal Death Master File.
- d. **NTIS:** National Technical Information Service, U.S. Department of Commerce
- e. **Open Access DMF:** The DMF product made available through LN, which obtains the data from NTIS, and which does not include DMF with respect to any deceased individual at any time during the three-calendar-year period beginning on the date of the individual's death. Open Access DMF data should not be accessed pursuant to this Certification but should be accessed pursuant to a customer contract for such DMF data that is not Limited Access DMF.
- f. **Limited Access DMF:** Limited Access DMF includes DMF data with respect to any deceased individual at any time during the three-calendar-year period beginning on the date of the individual's death. Limited Access DMF is made available through LN as a Certified Person, by NTIS. This Certification governs Customer's access to Limited Access DMF from LN (or the applicable LN affiliate), whether full or partial Limited Access DMF records or indicators of deceased status, and via any format, including online, XML feed, or in-house file processing through LN.

II. Certification.

Customer's access to the Limited Access DMF requires certification of purpose, as required by 15 CFR Part 1110 and section 1001 of Title 18, United States Code. Customer hereby certifies that it has the indicated permissible purpose(s) under part (a) of this Section II ("Certification") and that it meets the requirements of part (b) of this Section II:

(a) Such Customer has a legitimate fraud prevention interest, or has a legitimate business purpose pursuant to a law, governmental rule, regulation, or fiduciary duty, will use the Limited Access DMF only for such purpose(s), and specifies the basis for so certifying as (choose any applicable purposes that apply to Customer's use):

- Legitimate Fraud Prevention Interest:** Customer has a legitimate fraud prevention interest to detect and prevent fraud and/or to confirm identities across its commercial business and/or government activities.
- Legitimate Business Purpose Pursuant to a Law, Governmental Rule, Regulation, or Fiduciary Duty:** Customer has one or more of the purposes permitted under 42 USC 1306c including fraud prevention and ID verification purposes. Customer's specific purpose(s) for obtaining Limited Access DMF data under this Certification is:
 - Fraud Prevention and identity verification purposes

- For uses permitted or required by law
- For uses permitted or required by governmental rules
- For uses permitted or required by regulation
- For uses necessary to fulfill or avoid violating fiduciary duties

and

- (b) Customer has systems, facilities, and procedures in place to safeguard Limited Access DMF, and experience in maintaining the confidentiality, security, and appropriate use of such information, pursuant to requirements similar to the requirements of section 6103(p)(4) of the Internal Revenue Code of 1986, and
- (c) Customer agrees to satisfy the requirements of such section 6103(p)(4) as if such section applied to Customer.

III. Flow-down Agreement Terms and Conditions

The Parties agree to follow the Flow-down Agreement Terms and Conditions found at www.lexisnexis.com/risk/DMFDocuments, which are incorporated into this Certification by reference.

AUTHORIZATION AND ACCEPTANCE OF TERMS

I HEREBY CERTIFY that I have direct knowledge of the facts stated above and that I am authorized to execute this Certification on behalf of the Customer listed above.

CUSTOMER:

Signature _____
 Print Name _____
 Title _____
 Dated _____ (mm/dd/yy)

	# Of Accts:	TOT Tax	TOT Adj	TOT Paid	Tax Due	INT Due	Lien Due	Fee Due	Blnt Due	Total Due
TOT REAL	7	4,236.54	0.00	2,358.89	1,877.65	5,042.54	168.00	0.00	0.00	7,088.19
TOT PERS	5	4,436.75	0.00	0.00	4,436.75	12,459.70	0.00	0.00	0.00	16,896.45
TOT MV	3	221.38	0.00	0.00	221.38	624.29	0.00	0.00	0.00	845.67
YEAR 2001	15	8,894.67	0.00	2,358.89	6,535.78	18,126.53	168.00	0.00	0.00	24,830.31
TOT REAL	9	5,271.87	0.00	22.85	5,249.02	12,562.20	192.00	0.00	0.00	18,003.22
TOT PERS	12	6,653.32	0.00	0.00	6,653.32	17,394.76	0.00	12.00	0.00	24,060.08
TOT MVS	1	20.52	0.00	0.00	20.52	52.33	0.00	0.00	0.00	72.85
YEAR 2002	22	11,945.71	0.00	22.85	11,922.86	30,009.29	192.00	12.00	0.00	42,136.15
TOT REAL	10	5,788.35	0.00	0.00	5,788.35	13,982.64	240.00	0.00	0.00	20,010.99
TOT PERS	26	11,688.64	0.00	0.00	11,688.64	27,744.35	24.00	36.00	0.00	39,492.99
TOT MV	3	253.75	0.00	0.00	253.75	624.22	0.00	0.00	0.00	877.97
YEAR 2003	39	17,730.74	0.00	0.00	17,730.74	42,351.21	264.00	36.00	0.00	60,381.95
TOT REAL	9	3,927.55	0.00	985.52	2,942.03	6,577.57	216.00	0.00	0.00	9,735.60
TOT PERS	28	11,256.33	0.00	0.00	11,256.33	25,636.15	24.00	36.00	0.00	36,952.48
TOT MV	2	67.95	45.72	0.00	113.67	170.02	0.00	0.00	0.00	283.69
TOT MVS	1	372.40	372.40	0.00	744.80	1,385.33	0.00	0.00	0.00	2,130.13
YEAR 2004	40	15,624.23	418.12	985.52	15,056.83	33,769.07	240.00	36.00	0.00	49,101.90
TOT REAL	9	4,812.09	0.00	864.24	3,947.85	7,819.07	216.00	0.00	0.00	11,982.92
TOT PERS	6	8,014.57	0.00	0.00	8,014.57	13,886.61	0.00	0.00	0.00	21,901.18
TOT MVS	1	117.25	0.00	0.00	117.25	235.67	0.00	0.00	0.00	352.92
YEAR 2005	16	12,943.91	0.00	864.24	12,079.67	21,941.35	216.00	0.00	0.00	34,237.02
TOT REAL	8	3,720.30	-47.88	4.20	3,668.22	6,875.87	192.00	0.00	0.00	10,736.09
TOT PERS	40	15,528.67	-199.88	19.27	15,309.52	29,372.67	0.00	42.00	0.00	44,724.19
TOT MV	189	23,605.34	-302.68	232.82	23,069.84	43,945.37	0.00	0.00	0.00	67,015.21
TOT MVS	44	4,909.85	0.00	207.15	4,702.70	8,597.52	0.00	0.00	0.00	13,300.22

Delinquent Report OFFICE OF THE TAX COLLECTOR **As Of Date 02/28/2018** Cash Type : TOWN Date: 03/09/2018 Page: 2

Conditions : Year 2001 To 2016 Dist To Order By Bill Number Include Susp : No Recap by Bank : No Recap by District No Tax/Def All

Bill #	S-D Name	# Of Accts:	TOT Tax	TOT Adj	TOT Faig	Tax Due	INI Due	Lien Due	Fee Due	Bint Due	Total Due
YEAR 2006		# Of Accts: 281	47,764.16	-550.44	463.44	46,750.28	88,791.43	192.00	42.00	0.00	135,775.71
TOT REAL		# Of Accts: 8	2,945.30	0.00	0.00	2,945.30	4,992.90	192.00	0.00	0.00	8,130.20
TOT PERS		# Of Accts: 39	23,052.09	0.00	9,848.30	13,203.79	22,617.14	0.00	72.00	0.00	35,892.93
TOT MV		# Of Accts: 187	24,955.54	-171.89	62.27	24,721.38	42,885.62	0.00	0.00	0.00	67,607.00
TOT MVS		# Of Accts: 40	4,461.13	66.82	390.85	4,137.10	6,825.38	0.00	0.00	0.00	10,962.48
YEAR 2007		# Of Accts: 274	55,414.06	-105.07	10,301.42	45,007.57	77,321.04	192.00	72.00	0.00	122,592.61
TOT REAL		# Of Accts: 8	3,159.72	-104.06	104.06	2,951.60	4,457.95	192.00	0.00	0.00	7,601.55
TOT PERS		# Of Accts: 15	19,539.86	0.00	0.00	19,539.86	30,482.20	0.00	18.00	0.00	50,040.06
TOT MV		# Of Accts: 194	23,858.43	-86.08	692.21	23,080.14	35,049.79	0.00	18.00	0.00	58,147.93
TOT MVS		# Of Accts: 32	2,210.85	-7.90	10.37	2,192.58	3,219.20	0.00	0.00	0.00	5,411.78
YEAR 2008		# Of Accts: 249	48,768.86	-198.04	806.64	47,764.18	73,209.14	192.00	36.00	0.00	121,201.32
TOT REAL		# Of Accts: 8	3,133.78	0.00	0.00	3,133.78	4,184.27	192.00	0.00	0.00	7,510.05
TOT PERS		# Of Accts: 10	6,923.85	0.00	0.00	6,923.85	9,554.92	0.00	18.00	0.00	16,496.77
TOT MV		# Of Accts: 176	22,527.75	-12.04	1,143.59	21,372.12	29,394.98	0.00	30.00	0.00	50,797.10
TOT MVS		# Of Accts: 34	1,943.78	-165.51	0.00	1,778.27	2,294.00	0.00	0.00	0.00	4,072.27
YEAR 2009		# Of Accts: 228	34,529.16	-177.55	1,143.59	33,208.02	45,428.17	192.00	48.00	0.00	78,876.19
TOT REAL		# Of Accts: 11	4,893.49	0.00	940.94	3,952.55	4,162.29	240.00	0.00	0.00	8,354.84
TOT PERS		# Of Accts: 16	4,542.89	-106.50	1,106.02	3,330.37	3,639.74	0.00	6.00	0.00	6,976.11
TOT MV		# Of Accts: 211	27,884.96	-50.14	519.22	27,315.60	32,726.28	0.00	12.00	0.00	60,053.88
TOT MVS		# Of Accts: 41	3,929.98	-17.16	0.00	3,912.82	4,343.22	0.00	0.00	0.00	8,256.04
YEAR 2010		# Of Accts: 279	41,251.32	-173.80	2,566.18	38,511.34	44,871.53	240.00	18.00	0.00	83,640.87
TOT REAL		# Of Accts: 12	5,973.12	749.32	0.00	6,722.44	6,240.98	288.00	0.00	0.00	13,251.42
TOT PERS		# Of Accts: 24	13,347.93	5.22	3,195.00	10,158.15	9,519.37	0.00	32.00	0.00	19,709.52
TOT MV		# Of Accts: 199	29,558.05	-315.64	383.79	28,858.62	29,041.45	0.00	20.00	0.00	57,920.07
TOT MVS		# Of Accts: 48	9,491.98	0.00	278.27	9,213.71	8,496.79	0.00	0.00	0.00	17,710.50

YEAR 2011	# Of Accts: 283	58,371.08	438.90	3,857.06	54,952.92	53,298.59	288.00	52.00	0.00	108,591.51
TOT REAL	# Of Accts: 13	9,171.83	0.00	1,598.20	7,573.63	5,760.35	312.00	0.00	0.00	13,645.98
TOT PERS	# Of Accts: 27	18,052.46	0.00	1,103.60	16,948.86	12,369.42	0.00	24.00	0.00	29,342.28
TOT MV	# Of Accts: 173	26,842.03	839.59	1,186.86	26,494.76	21,673.46	0.00	6.00	0.00	48,174.22
TOT MVS	# Of Accts: 31	3,044.33	25.22	359.09	2,710.46	1,922.97	0.00	0.00	0.00	4,633.43
YEAR 2012	# Of Accts: 244	57,110.65	864.81	4,247.75	53,727.71	41,726.20	312.00	30.00	0.00	95,795.91
TOT REAL	# Of Accts: 15	18,485.74	0.00	1,672.18	16,813.56	8,478.24	336.00	0.00	0.00	25,627.80
TOT PERS	# Of Accts: 30	13,505.22	1,503.74	955.85	14,053.11	8,995.95	0.00	42.00	0.00	23,091.06
TOT MV	# Of Accts: 195	31,211.80	-122.91	560.72	30,528.17	19,981.18	0.00	0.00	0.00	50,509.35
TOT MVS	# Of Accts: 56	6,989.13	-24.31	709.51	6,255.31	3,559.66	0.00	0.00	0.00	9,814.97
YEAR 2013	# Of Accts: 296	70,191.89	1,356.52	3,898.26	67,650.15	41,015.03	336.00	42.00	0.00	109,043.18
TOT REAL	# Of Accts: 28	51,973.42	276.84	12,960.87	39,289.39	11,476.62	672.00	0.00	0.00	51,438.01
TOT PERS	# Of Accts: 25	13,208.04	6,755.51	901.11	19,062.44	7,974.61	0.00	18.00	0.00	27,055.05
TOT MV	# Of Accts: 288	45,652.85	0.84	1,278.25	44,375.44	21,104.52	0.00	12.00	0.00	65,491.96
TOT MVS	# Of Accts: 70	7,756.70	178.10	220.34	7,714.46	2,932.82	0.00	0.00	0.00	10,647.28
YEAR 2014	# Of Accts: 411	118,591.01	7,211.29	15,360.57	110,441.73	43,488.57	672.00	30.00	0.00	154,632.30
TOT REAL	# Of Accts: 60	199,673.10	0.00	45,401.01	154,272.09	30,783.17	1,344.00	0.00	0.00	186,399.26
TOT PERS	# Of Accts: 32	15,120.24	2,060.46	1,713.98	15,466.72	4,481.29	0.00	36.00	0.00	19,984.01
TOT MV	# Of Accts: 419	64,969.96	6,161.81	2,248.12	68,883.65	20,180.33	0.00	30.00	0.00	89,093.98
TOT MVS	# Of Accts: 160	19,928.59	2,583.95	800.59	21,711.95	4,532.23	0.00	0.00	0.00	26,244.18
YEAR 2015	# Of Accts: 671	299,691.89	10,806.22	50,163.70	260,334.41	59,977.02	1,344.00	66.00	0.00	321,721.43
TOT REAL	# Of Accts: 258	990,564.28	9,476.48	404,268.27	595,772.49	28,795.60	0.00	20.00	0.00	624,588.09
TOT PERS	# Of Accts: 60	38,366.06	0.00	992.85	37,373.21	4,071.55	0.00	48.00	0.00	41,492.76
TOT MV	# Of Accts: 1504	320,663.74	-287.24	12,006.63	308,369.87	18,312.54	0.00	20.00	0.00	326,702.41
TOT MVS	# Of Accts: 556	103,496.74	-3,301.06	2,994.13	97,201.55	3,063.06	0.00	1,082.00	0.00	101,346.61

Conditions : Year 2001 To 2016 Dist To Order By Bill Number Include Susp : No Recap by Bank : No Recap by District No Tax/Def All

Bill # S-D Name TOT Tax TOT Adj TOT Paid TOT Due Tax Due Lien Due Fee Due Bint Due Total Due

YEAR 2016	# Of Accts: 2378	1,453,090.82	5,888.18	420,261.88	1,038,717.12	54,242.75	0.00	1,170.00	0.00	1,094,129.87
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GRAND TOTAL	# Of Accts: 5726	2,351,914.16	25,779.14	517,301.99	1,860,391.31	769,566.92	5,040.00	1,690.00	0.00	2,636,688.23
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TOT REAL	# Of Accts: 8	3,064.05	0.00	99.67	2,964.38	7,583.69	168.00	0.00	0.00	10,716.07
TOT PERS	# Of Accts: 5	1,157.18	756.75	0.00	1,913.93	5,368.58	0.00	0.00	0.00	7,282.51
TOT MV	# Of Accts: 24	2,469.17	1,368.03	280.42	3,556.78	9,637.63	0.00	0.00	0.00	13,194.41
TOT MVS	# Of Accts: 31	2,099.80	0.00	262.76	1,837.04	4,987.18	0.00	0.00	0.00	6,824.22
YEAR 2000	# Of Accts: 68	8,790.20	2,124.78	642.85	10,272.13	27,577.08	168.00	0.00	0.00	38,017.21
TOT REAL	# Of Accts: 7	4,236.54	0.00	2,358.89	1,877.65	4,676.40	168.00	0.00	0.00	6,722.05
TOT PERS	# Of Accts: 9	5,338.44	705.60	0.00	6,044.04	15,813.67	0.00	0.00	0.00	21,857.71
TOT MV	# Of Accts: 3	221.38	0.00	0.00	221.38	581.13	0.00	0.00	0.00	802.51
YEAR 2001	# Of Accts: 19	9,796.36	705.60	2,358.89	8,143.07	21,071.20	168.00	0.00	0.00	29,382.27
TOT REAL	# Of Accts: 9	5,271.87	0.00	22.85	5,249.02	11,838.66	192.00	0.00	0.00	17,279.68
TOT PERS	# Of Accts: 17	8,101.32	0.00	0.00	8,101.32	19,637.71	0.00	0.00	0.00	27,739.03
TOT MVS	# Of Accts: 1	20.52	0.00	0.00	20.52	48.32	0.00	0.00	0.00	68.84
YEAR 2002	# Of Accts: 27	13,393.71	0.00	22.85	13,370.86	31,524.69	192.00	0.00	0.00	45,087.55
TOT REAL	# Of Accts: 11	6,231.95	0.00	395.19	5,836.76	12,953.37	264.00	0.00	0.00	19,054.13
TOT PERS	# Of Accts: 37	14,265.16	0.00	25.30	14,239.86	31,539.97	24.00	6.00	0.00	45,809.83
TOT MV	# Of Accts: 3	253.75	0.00	0.00	253.75	574.75	0.00	0.00	0.00	828.50
YEAR 2003	# Of Accts: 51	20,750.86	0.00	420.49	20,330.37	45,068.09	288.00	6.00	0.00	65,692.46
TOT REAL	# Of Accts: 10	4,286.33	0.00	985.52	3,300.81	6,735.81	240.00	0.00	0.00	10,276.62
TOT PERS	# Of Accts: 42	15,589.60	0.00	64.54	15,525.06	31,767.93	24.00	6.00	0.00	47,322.99
TOT MV	# Of Accts: 6	1,888.18	45.72	0.00	1,933.90	3,943.03	0.00	0.00	0.00	5,876.93
TOT MVS	# Of Accts: 2	724.67	372.40	0.00	1,097.07	1,942.87	0.00	0.00	0.00	3,039.94
YEAR 2004	# Of Accts: 60	22,488.78	418.12	1,050.06	21,856.84	44,389.64	264.00	6.00	0.00	66,516.48
TOT REAL	# Of Accts: 10	5,179.01	0.00	864.24	4,314.77	7,831.72	240.00	0.00	0.00	12,386.49
TOT PERS	# Of Accts: 13	9,541.96	0.00	0.00	9,541.96	18,177.43	0.00	0.00	0.00	27,719.39
TOT MV	# Of Accts: 4	2,388.17	0.00	0.00	2,388.17	4,549.46	0.00	0.00	0.00	6,937.63

	# Of Accts:	TOT Tax	TOT Adj	TOT Paid	Tax Due	INT Due	Lien Due	Fee Due	Bint Due	Total Due
TOT MVS	1	117.25	0.00	0.00	117.25	212.81	0.00	0.00	0.00	330.06
YEAR 2005	28	17,226.39	0.00	864.24	16,362.15	30,771.42	240.00	0.00	0.00	47,373.57
TOT REAL	9	4,086.28	-52.60	4.20	4,029.48	6,767.69	216.00	0.00	0.00	11,013.17
TOT PERS	59	18,050.81	-232.32	19.27	17,799.22	30,682.12	0.00	24.00	0.00	48,505.34
TOT MV	219	28,341.02	-357.60	476.51	27,506.91	47,049.21	0.00	6.00	0.00	74,562.12
TOT MVS	50	5,485.84	0.00	207.15	5,278.69	8,622.23	0.00	0.00	0.00	13,900.92
YEAR 2006	337	55,963.95	-642.52	707.13	54,614.30	93,121.25	216.00	30.00	0.00	147,981.55
TOT REAL	8	2,945.30	0.00	0.00	2,945.30	4,418.57	192.00	0.00	0.00	7,555.87
TOT PERS	56	28,151.12	0.00	9,824.07	18,327.05	28,196.96	0.00	18.00	0.00	46,542.01
TOT MV	222	31,560.34	-171.89	175.41	31,213.04	47,989.59	0.00	0.00	0.00	79,202.63
TOT MVS	46	4,870.49	66.82	599.14	4,338.17	6,308.00	0.00	0.00	0.00	10,646.17
YEAR 2007	332	67,527.25	-105.07	10,598.62	56,823.56	86,913.12	192.00	18.00	0.00	143,946.68
TOT REAL	8	3,159.72	-104.06	104.06	2,951.60	3,882.38	192.00	0.00	0.00	7,025.98
TOT PERS	28	25,947.36	-469.69	0.00	25,477.67	34,492.67	0.00	6.00	0.00	59,976.34
TOT MV	207	26,168.57	-86.08	616.03	25,466.46	34,434.60	0.00	6.00	0.00	59,907.06
TOT MVS	32	2,210.85	-7.90	10.37	2,192.58	2,791.63	0.00	0.00	0.00	4,984.21
YEAR 2008	275	57,486.50	-667.73	730.46	56,088.31	75,601.28	192.00	12.00	0.00	131,893.59
TOT REAL	8	3,133.78	0.00	0.00	3,133.78	3,573.19	192.00	0.00	0.00	6,898.97
TOT PERS	21	9,685.33	0.00	0.00	9,685.33	11,477.12	0.00	6.00	0.00	21,168.45
TOT MV	186	24,245.56	-12.04	1,143.59	23,089.93	27,264.76	0.00	0.00	0.00	50,354.69
TOT MVS	38	2,146.49	-165.51	0.00	1,980.98	2,169.22	0.00	0.00	0.00	4,150.20
YEAR 2009	253	39,211.16	-177.55	1,143.59	37,890.02	44,484.29	192.00	6.00	0.00	82,572.31
TOT REAL	13	7,530.21	0.00	1,509.10	6,021.11	3,631.43	264.00	0.00	0.00	9,916.54
TOT PERS	26	7,511.00	-106.50	1,106.02	6,298.48	6,327.90	0.00	6.00	0.00	12,632.38
TOT MV	222	29,410.35	-50.14	519.22	28,840.99	28,932.72	0.00	0.00	0.00	57,773.71

Bill #	S-D	Name	# Of Accts:	TOT Tax	TOT Adj	TOT Paid	Tax Due	Lien Due	Fee Due	Bint Due	Total Due
TOT MVS			43	4,067.63	-17.16	0.00	4,050.47	3,706.19	0.00	0.00	7,756.66
YEAR 2010			304	48,519.19	-173.80	3,134.34	45,211.05	42,598.24	264.00	6.00	88,079.29
TOT REAL			17	15,039.36	749.32	2,875.37	12,913.31	8,190.95	336.00	0.00	21,440.26
TOT PERS			36	17,406.73	5.22	3,041.82	14,370.13	11,113.27	0.00	26.00	25,509.40
TOT MV			214	32,243.07	-315.64	432.24	31,495.19	25,654.28	0.00	20.00	57,169.47
TOT MVS			56	11,269.92	0.00	39.20	11,230.72	8,185.61	0.00	0.00	19,416.33
YEAR 2011			323	75,959.08	438.90	6,388.63	70,009.35	53,144.11	336.00	46.00	123,535.46
TOT REAL			23	49,445.47	0.00	15,879.63	33,565.84	15,240.87	480.00	0.00	49,286.71
TOT PERS			43	22,950.26	43.00	1,024.48	21,968.78	13,428.51	0.00	6.00	35,403.29
TOT MV			215	35,765.25	839.59	1,717.66	34,887.18	22,132.36	0.00	6.00	57,025.54
TOT MVS			41	4,356.99	25.22	157.81	4,224.40	2,256.31	0.00	0.00	6,480.71
YEAR 2012			322	112,517.97	907.81	18,779.58	94,646.20	53,058.05	480.00	12.00	148,196.25
TOT REAL			36	89,612.96	0.00	16,552.86	73,060.10	26,640.56	724.00	0.00	100,424.66
TOT PERS			51	21,821.48	1,503.74	1,716.17	21,609.05	9,202.35	0.00	30.00	30,841.40
TOT MV			242	39,363.80	-353.50	1,133.01	37,877.29	17,465.88	0.00	0.00	55,343.17
TOT MVS			76	10,418.53	-116.02	709.51	9,593.00	3,561.77	0.00	0.00	13,154.77
YEAR 2013			405	161,216.77	1,034.22	20,111.55	142,139.44	56,870.56	724.00	30.00	199,764.00
TOT REAL			73	201,763.70	276.84	55,369.00	146,671.54	26,789.59	1,608.00	0.00	175,069.13
TOT PERS			42	27,824.90	1,803.45	2,492.08	27,136.27	7,315.73	0.00	42.00	34,494.00
TOT MV			414	67,023.62	-53.53	1,870.68	65,099.41	18,099.46	0.00	12.00	83,210.87
TOT MVS			179	23,266.91	51.34	1,186.01	22,132.24	4,267.43	0.00	0.00	26,399.67
YEAR 2014			708	319,879.13	2,078.10	60,917.77	261,039.46	56,472.21	1,608.00	54.00	319,173.67
TOT REAL			123	200,950.46	0.00	18,322.86	182,627.60	16,607.97	0.00	0.00	199,235.57
TOT PERS			82	34,170.37	2,740.79	3,926.37	32,984.79	3,258.61	0.00	126.00	36,369.40
TOT MV			1169	220,735.51	10,293.16	5,639.86	225,388.81	23,383.72	0.00	0.00	248,772.53

Conditions : Year 2000 To 2015 Dist To Order By Bill Number Include Susp : No Recap by Bank : No Recap by District No Tax/Def All

Bill #	S-D Name	TOT Tax	TOT Adj	TOT Paid	Tax Due	INI Due	Lien Due	Fee Due	Bint Due	Total Due
TOT MVS		499.69	-198.14	0.00	301.55	0.00	0.00	20.00	0.00	321.55
YEAR 2015		456,356.03	12,835.81	27,889.09	441,302.75	43,250.30	0.00	146.00	0.00	484,699.05
GRAND TOTAL		1,487,083.33	18,776.67	155,760.14	1,350,099.86	805,915.53	5,524.00	372.00	0.00	2,161,911.39

Town of Colchester Interoffice Memo

To: Art Shilosky, First Selectman
From: James Paggioli, L.S., Director of Public Works 
CC:
Date: March 28, 2018
Re: Propane Supply Contract Authorization

The issue of Propane supply has been the subject of comment for the Town and School District in light of the existing provider's alleged conduct and the fact that the Town and School facilities have been obtaining propane without actively conducting annual price comparisons. As such the Department contacted propane suppliers for the Colchester area and received the following price proposals. No supplier was willing to commit to a fixed price throughout the year due to the price volatility of the commodity. In determining the cost evaluation, the delivery price above the pipeline destination cost (" Selkirk delivered") was used to determine the basis of the bid, along with any discounts that would be offered for additional tanks if required and/or service. Results were as follows:

- 1) Connecticut Propane & Petroleum – Marlborough, CT – \$0.24/gal. above Selkirk, No annual tank rental fees (if required), no charge for swap out of tanks if required.
- 2) Bemer Petroleum – Glastonbury, CT - \$0.24/gal. above Selkirk,
- 3) AmeriGas Propane – Colchester, CT - \$0.27/ above Selkirk if Town purchases existing vendors tanks or \$1.10/gal above Selkirk
- 4) Daniels Propane, LLC – Portland, CT - \$0.33/ above Selkirk, No charge lease for tanks if required.
- 5) Spicer Advanced – Salem, CT – No response to request.

Based upon the responses the best offer to supply to the Town and School facilities for propane supply is submitted by Connecticut Propane and Petroleum. Attached is the service agreement for propane supply services and I would recommend that the Town of Colchester enter into the service agreement with Connecticut Propane and Petroleum.

Proposed Motion: That the Town of Colchester enters into a Service Agreement with Connecticut Propane and Petroleum of Marlborough, CT for the supply of propane fuel in accordance with the Service Agreement dated 3/26/2018 and authorize the First Selectman to sign all necessary documents.

CONNECTICUT PROPANE & PETROLEUM

21 Austin Drive Marlborough, CT 06447 (860) 365-5218

BULK PROPANE SERVICE AGREEMENT
HOD#964 LIC# HTG.039643B-S1

CONNECTICUT PROPANE & PETROLEUM (hereinafter called the "Seller" hereby agrees to sell to –

(Name) Town of Colchester-Town Garage Inc. Wash Bay, Dog Pound, P&R, FD Company 1 & 2, Jack Jacter School, Colchester Elementary, Willian J Johnson School, Bacon Academy (Hereinafter called the "Buyer") of (Address) Multiple addresses, each location listed above in Colchester-Billing 127 Norwich Avenue, Colchester

1. This agreement shall continue in effect for a period of One year from the 20th Day of March, 2018 and thereafter self-renewing unless 90 days notice given prior to expiration date. The initial term of this agreement shall be from the date hereof as specified, or the date of first delivery of product, whichever is later.
2. Seller as part of this agreement will deliver to Town owned tanks and shall provide the following equipment on a lease basis only to the Buyer replacing Vendor owned tanks. Buyer is responsible for leased equipment other than normal wear and tear. Title to all equipment listed below shall remain under the title of the Seller. Additionally, the Buyer acknowledges that, No other party, individual, company, corporation, etc. may tamper with, remove, or provide fuel delivery to the equipment listed on this contract, unless written authorization is given by Seller to the Buyer to perform any or all of these aforementioned services.
3. Equipment: Leased- (1) 1000g above ground LP Tank, (4) 500 gl above ground lp tanks, (3) 100 gl above ground lp tanks. Additional tanks will be added upon request with new service agreement. Colchester owned lp tanks- all tanks other than leased from Seller ***** No Annual Tank Rental.
4. Gas line regulators supplied by Connecticut Propane will remain the property of Connecticut propane unless purchased by the town for \$99 per regulator.
5. Unit price \$.24 over Selkirk delivered per gallon (prices to increase or decrease from primary supply points and market condition. Buyer agrees to notify Seller of any changes to the propane usage right away as this will impact automatic deliveries.
6. Terms: Net 30 days from date of delivery. Customer may put a credit card on file for payment. Failure to pay for the propane results in the Seller's right to cancellation of this bailment contract. In the event the Buyer does not make payment as stated herein above, the Seller, at its option, may refuse to deliver further products to the buyer or require that further deliveries be COD. Service charge at 1 ½% per month must be paid on all charges that are not paid within 30 days. Collection – if collection is necessary customer agrees to pay Seller's cost of collection including any reasonable attorney and/or collection agency fees. Customer grants Seller personnel the right to remove Seller's cylinders, bulk containers and/or equipment from customer's property at any time for non-payment of gas and/or rental, lease or demurrage charges.
7. This agreement is subject to delays and non-delivery caused by strikes, riots, war, fires, acts of God, accidents, governmental orders and regulations curtailment of or failure in obtaining, sufficient electrical power, lack of transportation or distributive facilities, and other similar or different contingencies beyond the reasonable control of the Seller.
8. All fuel deliveries will be performed on an Automatic, Keep Full, and Delivery Basis only. Will Call deliveries without authorization of the Seller, are not permitted. When performing deliveries, the seller may be required to utilize the buyer's driveway in order to access the propane storage facility. Seller will exercise caution when performing such deliveries and Seller shall not be held responsible for driveway damages caused by insufficient base or pavement thickness, not sufficient to support the gross vehicle weights of Seller's delivery vehicles. Seller encourages Buyer to select a site for Seller's propane storage facility which will not require use of the Buyer's driveway when Seller performs its fuel deliveries.

9. Buyer acknowledges that there are hazards associated with the use of Propane, that it understands such hazards and that it is the responsibility of Buyer to warn and protect its persons or employees and other exposed to such hazards through Buyer's storage and use of Propane. Buyer assumes all risk and liability for loss, damages or injury to persons or to property of Buyer or others arising out of the presence or use of Propane.
10. Upon termination of this agreement, the Buyer shall return or make available for return, all equipment furnished on a lease basis during the life of the agreement to the Seller. The Buyer shall be responsible for damages to equipment which exceeds normal wear and tear and for any equipment not returned. Any excavation, evacuation and transportation required are at the buyer's expense.
11. Paragraphs one through eleven constitutes the entire agreement between Seller and Buyer unless specified in an addendum titled.


_____ (Print Buyer's Name)

Phil Kramer (CPP Approval)

_____ (Buyer's Signature)

Date of Agreement 3/26/2018

Town of Colchester Interoffice Memo

To: Art Shilosky, First Selectman
From: James Paggioli, L.S., Director of Public Works 
CC:
Date: March 28, 2018
Re: Electrical Supplier Assignment Consent Letter

As part of the electricity supply contract between the Town of Colchester and TransCanada, extension signed 7/2017 and extending from 1/1/2018 to 1/1/2022 at 5.99 ¢/kWh, (see attached memo 5/26/2017) the contract lists an assignment clause that if TransCanada sells portions/ or all of its contracts, or is bought by another Electricity supply firm, the Town's contract may be assigned to the new supplier firm with no change in conditions. However the clause does required the Town to agree to the assignment.

In review of the assignment with DelMac Consulting, the terms were verified to continue with the new firm EDF Energy Services for the length of the contract extension. As such, the signing of the agreement for "Assignment and Assumption and Consent Agreement" represents no negative issues in regard to the interests of the Town for electricity procurement. I would recommend the acceptance and signing of the Assignment agreement.

Proposed Motion: That the Town of Colchester consents to the Assignment and Assumption and Consent Agreement with TransCanada and EDF Energy Services as attached and authorize the First Selectman to sign all necessary documents.

Town of Colchester Interoffice Memorandum

To: Art Shilosky, First Selectman
From: James Paggioli, L.S., Director of Public Works
CC:
Date: May 26, 2017
Re: Electricity Procurement Recommendation

Historical
Attachment
for Consent
Letter

Over the last 4 months I have been researching the wholesale market for Electricity Suppliers for the Town of Colchester and Board of Education Facilities with the assistance of Chris Jordan of DelMac Consulting. The general electrical supply market has been decreasing however most of the retail market has only been willing to provide for short term guarantees of the reduced cost per kilo-watt hour. The contracts are generally determined by spot market conditions in regard to energy cost and supply excesses and other factors. The existing electrical supply contract with Trans Canada is scheduled to expire on January of 2018. It was decided to reach out to suppliers prior to the high use periods during the summer cooling months, or the winter heating season. The primary criteria for the procurement was the availability of an electric supplier to provide a fixed price contract for an extended period 36 months or more, without any pass through charges. With the existing business retail market subject to supplier costs ranging from 8.31 ¢/kWh to 10.49 ¢/kWh for a 12 month fixed term without enrollment or cancellation fees, the availability to access the whole sale market is critical for potential savings of long term electrical providers. All electrical accounts were offered in total or separate in order to maximize potential savings.

The initial solicitation was sent to all providers of wholesale electrical supply that serve the ISO New England grid. Many suppliers were unwilling to commit to a fixed price for a 36 month term. With the proposed legislation in regard to the Dominion/Millstone plant being allowed to sell directly to the retail, contact was also made with Dominion to determine if they would entertain reduced pricing for a full municipal account.

As with the existing contract, DelMac was returned with two suppliers that provided the most advantageous pricing. One was the Town's existing supplier TransCanada and the other was a new supplier to the New England region. Both returned proposed pricing at 5.99 cents/kwh fixed pricing. Only TransCanda was willing to hold the fixed price for a term of 48 months.

Monitoring of the trending of rates over the last 6 months, industry trends has consistently shown that TransCanada has provided the least expensive fixed rate per kWh and has offered terms that are most favorable for the Town to pursue. In particular is that TransCanada 1) allows for an expansion of 20% more usage without and change in rate, 2) produces power that would be in accordance with the State of Connecticut's goal of percentage of renewable energy.

The present contract kWh charge for the three year fixed contract is 7.9250¢/kWh, The proposed rate quoted for the four year term is 5.99 ¢/kWh. This represents a 24.4% reduction in the generation portion of the Electrical bills. Including the distribution portion of the Electrical billing (14 to 19 ¢/kWh subject to change) this would represent an estimated total savings of 7.1% I have attached a sample contract and have reviewed such with regard to the language.

There is no direct cost to the Town for the consulting services provided by DelMac Consulting, with their fees being paid for by the electrical suppliers exclusively.

At this point I would recommend that the Town enter into a contract with TransCanada Power Marketing, Ltd. to be the Electrical supplier for the Town of Colchester and Colchester School District facilities for a 4 year term beginning in January of 2018 and continuing until January of 2022, incorporating the daily Confidential Price Proposal into the contract with the associated Conditions and that the First Selectman be authorized to sign any necessary documents as applicable.

Proposed Motion: That the Town of Colchester enter into a contract with TransCanada Power Marketing, Ltd. to be the Electrical supplier for the Town of Colchester and Colchester School District facilities for a 4 year term beginning in January of 2018 and continuing until January of 2022, incorporating the daily Confidential Price Proposal into the contract with the associated Conditions and that the First Selectman be authorized to sign any necessary documents as applicable.



Stuart Ormsbee
TransCanada Power Marketing Ltd.
110 Turnpike Road, Suite 300
Westborough, Massachusetts 01581

Phone (508) 871-1857
Fax (508) 898-0433
Email stuart_ormsbee@transcanada.com

VIA EMAIL

Town of Colchester, Connecticut
127 Norwich Avenue
Colchester, CT 06415

Attn: James Paggioli
Email: jpaggioli@colchesterct.gov

January 18, 2018

RE: Assignment of the Power Purchase Agreement between Town of Colchester, Connecticut and TransCanada

Sir or Madame:

As was recently announced, TransCanada has agreed to sell its U.S. Northeast retail power contracts (the "**Transaction**") to EDF Energy Services, LLC ("**EDF**"). TransCanada hereby provides notice that the Power Purchase Agreement between Town of Colchester, Connecticut ("**Customer**" or "**you**") and TransCanada Power Marketing Ltd. ("**TransCanada**") dated December 31, 2014 together with any amendments, confirmations, exhibits and schedules thereto (collectively, the "**Agreement**") represents a contract included in the Transaction.

The terms of the Agreement require TransCanada to obtain written consent from you in order to assign the Agreement to EDF. In accordance with this requirement, we respectfully request your execution of the attached Assignment and Assumption and Consent Agreement where indicated and your return of the partially executed copy to us at the email address set forth below no later than January 31, 2018 ("Request Date**").**

With your consent, TransCanada anticipates completing assignment of the Agreement to EDF by March 1, 2018. This assignment will not interrupt your electricity supply service under the Agreement, and except for changes necessary to reflect the new supplier under the Agreement, there will be no changes in the material terms or conditions of the Agreements, including price or the duration of the supply term as a result of the assignment unless agreed to in writing by you, TransCanada and EDF.

If you do not agree to the assignment, TransCanada will continue to serve you by engaging EDF to provide all services under the Agreement as agent for TransCanada for the duration of the Agreement's supply term.

We greatly appreciate and value the business partnership that we have shared with you. Please contact me should you have any questions or concerns regarding this assignment or if you would like a copy of the Agreement subject to the assignment. If you have any questions or concerns regarding EDF, please contact c/o EDF Energy Services, LLC 4700 W Sam Houston Pkwy, Suite 250, Houston, Texas, 77041, EastRetail@edfenergyservices.com, +1 (877) 432-4530.

Sincerely,

A handwritten signature in black ink, appearing to read "Stuart Ormsbee", with a long horizontal flourish extending to the right.

Stuart Ormsbee
Director, Marketing & Operations

Please return the Agreement by email to:

sarah_cormier@transcanada.com

cc:

Sarah Cormier, Transition Lead, TransCanada

Tonya Murphy, Legal Counsel, TransCanada

ASSIGNMENT AND ASSUMPTION AND CONSENT AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AND CONSENT AGREEMENT is entered into as of _____, 2018 (this "*Agreement*") between TransCanada Power Marketing Ltd., a Delaware corporation, as the assignor (the "*Assignor*"), EDF Energy Services, LLC, a Delaware limited liability company, as the assignee (the "*Assignee*"), and **Town of Colchester, Connecticut** as the consenting party (the "*Customer*").

WITNESSETH:

WHEREAS, Assignor and Customer are parties to the Power Purchase Agreement dated **December 31, 2014** together with any amendments, confirmations, exhibits and schedules thereto (collectively, the "*Assigned Contract*");

WHEREAS, pursuant to the Asset Purchase Agreement, dated as of December 22, 2017, by and between Assignor and Assignee (the "*Asset Purchase Agreement*"), on the terms and subject to the conditions thereof, among other things, Assignor has agreed to sell, assign, transfer, grant, bargain, deliver and convey to Assignee, and Assignee has agreed to acquire and accept delivery from Assignor, all of Assignor's right, title and interest in, to and under, the Assigned Contract, and Assignee has agreed to assume, and thereafter pay, perform, discharge and satisfy when due, all obligations, commitments and liabilities of Assignor under the Assigned Contract to the extent attributable and relating to the period on or after the Effective Date (as defined below) including, if applicable, all obligations, commitments and liabilities under any of the Assigned Contracts for payment or reimbursement of any and all sums owed under any distribution utility tariff or Federal Energy Regulatory Commission tariff and any service agreements relating thereto incurred from and after the Effective Date (the "*Assumed Liabilities*");

WHEREAS, Assignor wishes to assign to Assignee all of its right, title and interest in, to and under the Assigned Contract, and Assignee wishes to assume, pay, perform, discharge and satisfy when due the Assumed Liabilities; and

WHEREAS, Customer is willing to consent to the assignment and assumption provided for in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Consent. Customer hereby unconditionally and irrevocably consents to the assignment of the Assigned Contract by Assignor to Assignee and the assumption of the Assumed Liabilities by Assignee as set forth in, respectively, Section 2 and Section 3 of this Agreement, and hereby accepts Assignee as its counterparty in the Assigned Contract.

2. Assignment. Assignor hereby sells, assigns, transfers, grants, bargains, delivers and conveys to Assignee all of its rights, title and interest in, to and under the Assigned Contract

to the extent attributable and relating to the period on or after the Effective Date; *provided*, however, that, hereunder, Assignee shall not assume, and shall not be liable or responsible for, any obligations, commitments or liabilities of Assignor (whether known or unknown, now existing or hereafter arising, contingent or liquidated) with respect to the Assigned Contract other than the Assumed Liabilities (the “*Excluded Liabilities*”), and Assignor shall retain the Excluded Liabilities.

3. Assumption. Assignee hereby accepts such assignment and assumes and agrees to pay, perform, discharge and satisfy when due all the Assumed Liabilities.

4. Release. Customer hereby unconditionally and irrevocably releases Assignor from any and all Assumed Liabilities under the Assigned Contract effective upon the Effective Date.

5. Effective Date.

a. The transactions contemplated by Section 2, Section 3 and Section 4 of this Agreement shall become effective as of the date on which (i) the transactions contemplated by the Asset Purchase Agreement are consummated (with effect as of 00:00 Eastern Prevailing Time on such date) and (ii) Customer satisfies Assignee’s Intake Policies, which notice of the satisfaction or non-satisfaction of the Intake Policies shall be provided by Assignee to Customer upon completion of Assignee’s Intake Policy procedures (the “*Effective Date*”). If the Asset Purchase Agreement is terminated in accordance with its terms or if the transactions contemplated therein are not consummated, this Agreement shall automatically be null and void *ab initio* and have no force and effect. Assignor shall promptly notify Customer of the occurrence or non-occurrence, as applicable, of any such events to the address, email address or fax number of Customer set forth in Section 8 of this Agreement.

b. Nothing in the Assigned Contract to the contrary withstanding, the supply term under the Assigned Contract applicable to Assignee will commence on the date on which the first meter is read after the Effective Date (the “*Enrollment Date*”).

6. Amendments to Assigned Contract. Effective at the Effective Date, Assignee and Customer agree that the following amendments will be applicable to the Assigned Contract as between Assignee and Customer, it being agreed that no such amendments shall be applicable to the Assigned Contract as between Assignor and Customer:

a. Assignor References. References to Assignor in the Assigned Contract are hereby replaced with “EDF Energy Services, LLC”.

b. Addresses for Notices. The notices section under the Assigned Contract is hereby amended by replacing the notice information for Assignor with the notice information of Assignee set forth in Section 8 of this Agreement.

Other than the specific amendments set out above, all other terms and conditions of the Assigned Contract remain in full force and effect in accordance with its terms, without modification or amendment.

7. Purchase Agreement. This Agreement is being executed pursuant to the Asset

Purchase Agreement. Nothing in this Agreement shall, or shall be deemed to modify, defeat, limit, alter or impair, enhance or enlarge any right, obligation, claim or remedy created by the Asset Purchase Agreement. In the event of any conflict between this Agreement and the Asset Purchase Agreement, the Asset Purchase Agreement shall control as between Assignor and Assignee. Unless otherwise defined herein, all capitalized terms used herein shall have the meanings given to such terms in the Asset Purchase Agreement.

8. Addresses for Notices

TransCanada Power Marketing Ltd.	EDF Energy Services, LLC
110 Turnpike Road, Suite 300	4700 W Sam Houston Pkwy N, Suite 250
Westborough, MA 01581	Houston, Texas 77041
Attn: Stuart Ormsbee	Attn: SVP and General Counsel
Fax: (508) 898-0433	Fax: (281) 653-1454
Email:stuart_ormsbee@transcanada.com	Email:EDFES_ContractAdmin@edfenergyservices.com

With a copy to (which shall not constitute notice):
Energy Documents
450 – 1 Street SW
Calgary, AB, T2P 5H1, Canada
Email:Energy_documents@transcanada.com
om
Fax: 403-920-2353

Town of Colchester, Connecticut

Fax:
Email {required}:

9. Customer Representation. Customer represents and warrants to Assignor and Assignee that, upon execution by Assignor and Assignee, this Agreement constitutes the legal, valid and binding obligation of Customer enforceable against Customer in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization, arrangement, moratorium or other similar laws relating to or affecting the rights of creditors generally, or by general equitable principles.

10. Counterpart Execution. This Agreement may be executed in any number of counterparts (including by .pdf file exchanged via email or other electronic transmission), each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same agreement.

11. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE

OF NEW YORK, WITHOUT GIVING EFFECT TO CHOICE OF LAW PRINCIPLES THAT
WOULD RESULT IN THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties to this Agreement have executed the same as of the date first written above.

TRANSCANADA POWER MARKETING LTD.

EDF ENERGY SERVICES, LLC

By: _____
Name:
Title:

By: _____
Name:
Title:

By: _____
Name:
Title:

By: _____
Name:
Title:

Consented and Agreed to by:

Town of Colchester, Connecticut

By: _____
Name:
Title:

By: _____
Name:
Title:

[Signature Page to Assignment and Assumption Agreement]



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EDF ENERGY SERVICES TO ACQUIRE TRANSCANADA'S NORTHEAST RETAIL POWER BOOK

EDF Energy Services, LLC ("EDF Energy Services"), a subsidiary of the EDF Group is pleased to announce the signing of a definitive agreement with TransCanada Power Marketing, Ltd. ("TCPM"), a subsidiary of TransCanada Corporation, for EDF Energy Services to acquire TCPM's Northeast retail power book comprising of commercial customer contracts and other assets.

TCPM has been one of the leading U.S. Northeast energy solutions providers to large commercial and industrial customers for the last 16 years. TCPM announced earlier this year that it would exit this business to pursue other initiatives.

EDF Energy Services is part of the EDF Group, the world's biggest electricity generator which continues to expand its footprint in the North American energy markets. This acquisition accelerates EDF Energy Services' growth plan into the Northeast retail power markets and significantly increases its regional market share. EDF Energy Services will focus on preserving the long-standing commercial customer base that TCPM has built over the years as well as retaining key talent to ensure a smooth transition to EDF Energy Services.

"This is an important acquisition for us as it expands our customer footprint in the northeast and provides an additional vehicle for driving long-term, sustainable growth," said Mary Anne Brelinsky, President of EDF Energy Services. "We look forward to welcoming TCPM's customers to EDF Energy Services. Our team will ensure that these customers get the benefits of our digital integrated platform and products which provide innovative solutions in a quickly evolving energy marketplace," she continued.

The transaction is expected to close in the first quarter of 2018, subject to customary closing conditions.

Financial details are not being disclosed.

For further information, please contact:

EDF Energy Services

Lindsey Greenwood, Director of Marketing and Communications

Tel: 281-653-1752

Email: lindsey.greenwood@edftrading.com (<mailto:lindsey.greenwood@edftrading.com>)

About EDF Energy Services

EDF Energy Services provides a wide range of energy products and services for commercial and industrial consumers, power generators and retail energy providers. Ranked one of the top retail suppliers in North America, it structures a blend of electricity, natural gas, environmental, hedging and risk management products across all deregulated markets to help companies meet their energy goals. Additionally, with its generation services group, it can provide on-site generation and demand response management. EDF Energy Services has a digital integrated platform which offers technology solutions to give customers a transparent look into their energy portfolio. Its customer portal, EDGi, offers asset monitoring, market prices, customer invoices, weather and news updates for desktop, mobile devices and the Apple Watch.

EDF Energy Services is part of the EDF Group, the world's biggest electricity generator with over 40 million customers globally.

For more information, please visit www.edfenergyservices.com (<http://www.edfenergyservices.com>).

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[Tax Strategy 2017 \(/media/tax-strategy-2017\)](/media/tax-strategy-2017)

(/)

CONTACT

For general enquiries contact:

Tel. +44 (0) 20 7061 4000

Fax. +44 (0) 20 7061 5000

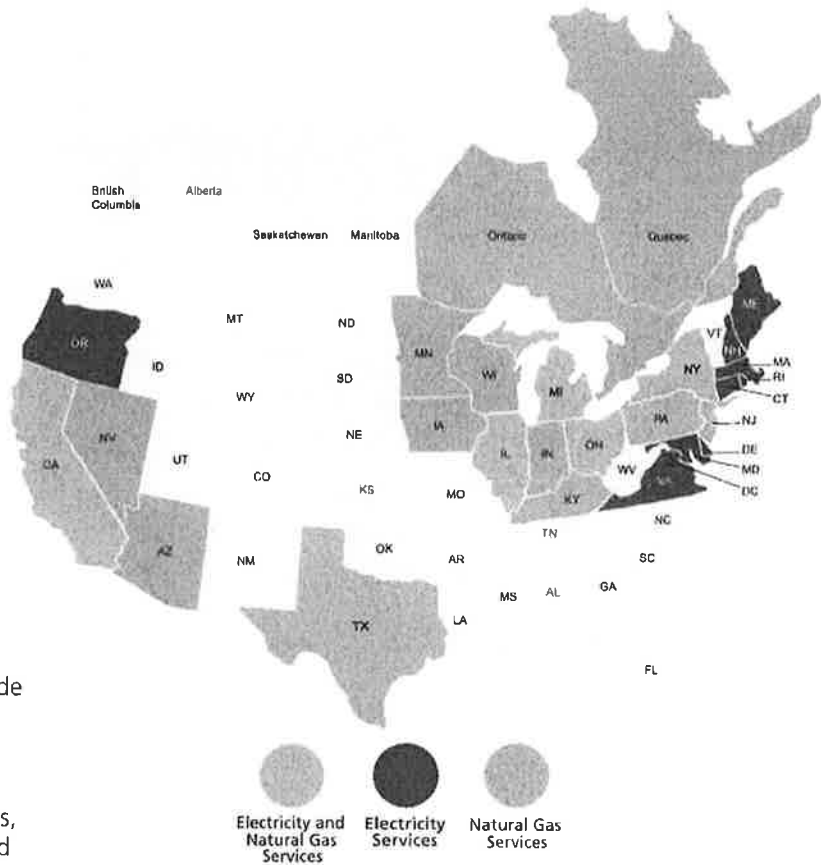
enquiries@edftrading.com (<mailto:enquiries@edftrading.com>)

Changing the Face of Energy

Commercial and industrial clients around the globe look to the EDF Group of companies for innovation, expertise, market knowledge and superior service. The experienced energy teams at EDF Energy Services and our EDF Group affiliates use a wholistic approach to energy solutions. From energy supply and on-site generation to renewable and energy efficiency goals, a company's entire energy portfolio is analyzed and reviewed to assemble the best mix of products and services for a comprehensive and optimized energy plan.

EDF Energy Services

- Provides energy solutions for commercial and industrial consumers, power generation and retail energy providers
- Over 40 million customers globally and ranked one of the top retail suppliers in North America
- Offers a blend of electricity, natural gas, environmental, hedging and risk management products across all deregulated markets
- Management of on-site generation and demand response
- Experienced energy team focuses on creating innovative solutions in an evolving energy marketplace
- Digital, integrated platform and technology solutions provide our customers a transparent look into their energy portfolio
- Customer portal, EDGi, offers asset monitoring, market prices, customer invoices, weather and news information for desktop, mobile and Apple watch



"We make it easy for clients to do business with us. We are focused on service and have a digitally integrated platform that allows for a transparent view into an energy portfolio. We come up with solutions that are not just viable, but are exciting, and are changing the face of energy in North America."

— Mary Anne Brelinsky, President