



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

**Board of Selectmen Agenda
Regular Meeting
Thursday, September 6, 2018
Colchester Town Hall, 7PM**

RECEIVED
COLCHESTER, CT
2018 AUG 30 PM 12:36
TOWN CLERK
HEIDE PERHAM

1. Call to Order
2. Additions to the Agenda
3. Citizen's Comments
4. Consent Agenda
 - a. Youth Services Advisory Board – Resignation of Kathy Wonderly
 - b. Tax Abatements - none
5. Boards and Commissions – Interviews and/or Possible Appointments
 - a. Open Space – Kris Barnard to be interviewed
 - b. Police Commission – John Carroll to be interviewed
 - c. Economic Development Commission – Heide Perham possible appointment from alternate member to regular member to expire 10/31/2021
6. Approve Minutes of the August 16, 2018 Regular Board of Selectmen Meeting
7. Discussion and Possible Action on Colchester Farmers' Market Alcohol Sales on Town Green Request
8. Discussion on Celebrate Colchester–57 Fest
9. Discussion and Possible Action on PermitLink Service Contract for Planning & Zoning Dept.
10. Discussion and Possible Action on Open Colchester Policy
11. Citizen's Comments
12. First Selectman's Report
13. Liaison Reports
14. Adjourn

Kathy Wonderly

65 Cousins Rd.

Colchester, CT 06415

katwonderly@comcast.net

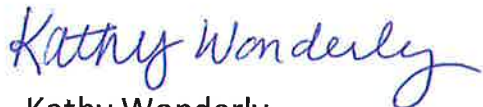
860-531-9360

August 16, 2018

Dear Board Members of Youth First;

I am writing to inform you that I need to resign from my position as chairperson of Youth First. I will no longer be able to be a member of the board. It has been a rewarding experience to work with such dedicated individuals, who invest their time and compassion to support programming and services that will benefit the healthy development of our Colchester youth. I thank you all for the many positive experiences that we have shared and for your caring commitment to our community.

Sincerely,



Kathy Wonderly



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

DATE: 8/17/18

BOARDS & COMMISSIONS APPLICATION

Name: Kris Barnard

Address: 31 Skinner Rd

Colchester, CT, 06415

Home Phone: _____ Email: krisbarnard@outlook.com

FAX: _____

Cell Phone: 860 918 6661

Town Residency .25 Years

Party Affiliation: Democrat Republican Unaffiliated (check one)

Commission or Board you are interested in serving on: Open Space

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

High School: Atwater High School, Atwater, CA 4 years, General education, yes I graduated

College: Cambridge College, Springfield, MA, 3 year accelerated Masters program,

Masters in Management, yes I graduated

Trade, Business
Or Correspondence
School _____

CONTINUED ON REVERSE SIDE

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

Cigna Insurance, 4.5 yrs, 900 Cottage Grove Rd, Bloomfield CT, Software Engineer Manager, still employed
Valassis, 9 yrs, 1 Targeting Ln, Windsor CT, Director Business Intelligence, Re-org

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

Why are you interested in serving? I recently moved to Colchester because of the open space and rural setting, I would like to serve on the board to give back to the community and to ensure that Colchester continues to maintain the rural atmosphere and reinvesting in open space.

Do you have any experience or familiarity with this area? I am a life long lover of open space and all that it has to offer to the community, the wildlife and the environment. I believe that we need to minimize our footprint for generations to come and keep our lands preserved for those generations to enjoy.

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

Which ones? yes, open

Date: 8/17/2018

Signature: 

Open Space Advisory Committee-7 Members, 3 year terms

| <i>Position</i> | <i>Name</i> | <i>Party</i> | <i>Phone</i> | <i>Expiration Date</i> |
|-----------------|--------------------|--------------|--|------------------------|
| Chair | Nick Norton | R | 860-267-0749 nnorton@yahoo.com | 3/31/2020 |
| Vice Chair | Theodore Fujini | R | 860-537-1717 | 3/31/2020 |
| Member | William Hochholzer | U | 860-537-9691 william8347@sbcglobal.net | 3/31/2020 |
| Member | Mary Stevens | D | 860-537-6163 mstevens14@comcast.net | 10/1/2019 |
| Member | Linda Grzeika | R | 860-537-5560 grzeika@me.com | 3/31/2019 |
| Member | VACANT | | | 3/31/2017 |
| Member | VACANT | | | 3/31/2017 |

Some members of this commission have specific requirements, membership in certain groups, etc. We'll have to discuss if anything comes up for this.

Open Space Advisory Committee



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

DATE: 07/28/2018

BOARDS & COMMISSIONS APPLICATION

Name: John Carroll

Address: 54 Cousins Rd

Colchester, CT. 06415

Home Phone: 860-537-2996

Email: jcarroll@ner.cap.gov

FAX: _____

Cell Phone: 860-910-8122

Town Residency 15 Years

Party Affiliation: Democrat



Republican



Unaffiliated

(check one)

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

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

High School: Wilbur Cross High School, New Haven CT 4 years 1998

College: Sacred Heath University Fairfield CT

Trade, Business Connecticut Judicial Marshal Academy Class 305

Or Correspondence

School _____

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

Hartford Hospital 80 Seymour St, Hartford, CT 06102 GPCA
Stop and Shop 99 Linwood Ave, Colchester, CT 06415 Deli
State of CT 1 Union Ave New Haven, CT 06511 Marshal

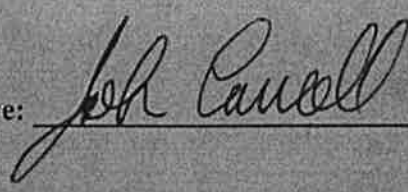
Are you capable of making the commitment of time necessary to serve on this Board or Commission? Yes

Why are you interested in serving? I've lived in Colchester for over 15 years. I feel it's important to be involved in the town. I have over 20 years experience in Law enforcement and feel like I can give that experience back to the town.

Do you have any experience or familiarity with this area? I have over 25 years experience in Public safety. I worked for Fairfield Police as a special police officer then I worked for DEP in Boating enforcement. I then retired for the state as a Judicial Marshal.

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

Date: 7/28/2018

Signature: 

Police Commission-5 Members, 3 year terms

| <i>Position</i> | <i>Name</i> | <i>Party</i> | <i>Phone</i> | <i>E-mail</i> | <i>Expiration Date</i> |
|-----------------|---------------------|--------------|--------------|--|------------------------|
| Chair | Susan Dubb | U | 860-884-6055 | sdubb@uncashd.org | 11/1/2018 |
| Member | VACANT | | | | 11/1/2018 |
| Member | Carol Vaillancourt | U | 860-603-2053 | carolv0113@icloud.com | 11/30/2020 |
| Member | Debra Marvin | U | 860-537-5240 | debimarvin@msn.com | 11/15/2020 |
| Member | Christopher Cameron | R | 860-593-5469 | ccam1970@gmail.com | 11/1/2019 |

Police Commission

MEMORANDUM

TO: Art Shilosky, First Selectman and Board of Selectman
FROM: Jean Walsh, Economic Development Commission, Chair
RE: Recommendation for the Change of Status on A Commission Member
DATE: August 27, 2018

As the Chair of the Economic Development Commission I would like to request the change in status of one of the members currently appointed to the EDC.

- 1) Heidi Perham was recently appointed as an alternate. I am hereby recommending her status be changed to a Full member.

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

| <i>Position</i> | <i>Name</i> | <i>Party</i> | <i>Phone</i> | <i>E-mail</i> | <i>Expiration Date</i> |
|-----------------|--------------------|--------------|----------------------------------|--|------------------------|
| Chair | Jean Walsh | U | 860-537-8988 | jean.0621@yahoo.com | 12/15/2022 |
| Vice-Chair | Trevor Falconi | U | 860-615-4111 | tfalconi@outlook.com | 10/1/2018 |
| Member | | | | | 10/31/2021 |
| Member | John Dion | U | 860-884-2069 | jdion@att.net | 10/31/2019 |
| Member | Bruce Goldstein | R | 860-334-7722 c 860-537-7044 h | bruceg@paradiseagency.com | 10/1/2019 |
| Member | | | | | 10/1/2019 |
| Member | Michael Hinchliffe | R | 860-537-2497 | mwhinchlif@aol.com | 10/31/2020 |
| Alternate | Heide Perham | D | 860-993-5867 | h.e.perham@gmail.com | 10/1/2019 |
| Alternate | | | | | 10/31/2019 |

Economic Development Commission



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

**Board of Selectmen Minutes
Regular Meeting Minutes
Thursday, August 16, 2018
Colchester Town Hall @ 7pm**

MEMBERS PRESENT: First Selectman Art Shilosky, Selectman Stan Soby, Selectman Denise Mizla and Selectman Jim Ford

MEMBERS ABSENT: Selectman Rosemary Coyle

OTHERS PRESENT: Town Clerk Gayle Furman, Public Works Director Jim Paggioli and BOF Andrea Migliaccio

1. Call to Order

A Shilosky called the meeting to order at 7:00 pm.

2. Additions to the Agenda – None

3. Citizen's Comments – None

4. Consent Agenda

a. Reappointment of Rebecca Ann Meyer to the Conservation Commission for a three year term to expire 10/1/2021

b. Reappointment of Darrell York to the Conservation Commission for a three year term to expire 10/1/2021

c. Reappointment of Robert Peter to the Sewer & Water Commission for a three year term to expire 10/1/2021

d. Reappointment of Michael Hayes to the Sewer & Water Commission for a three year term to expire 10/1/2021

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

a. Youth Services Advisory Board – Jacquelyn Rose possible appointment as a member to expire 12/1/2021 – S.

Soby moved to appoint Jacquelyn Rose as a member of the Youth Services Advisory Board for a term to expire 12/1/2021, seconded by J. Ford. D. Mizla abstained. Unanimously approved. MOTION CARRIED

b. Possible appointments to the Ethics Commission – S. Soby moved to appoint T. Pineau and J. Malsbenden as members of the Ethics Commission for terms to expire 11/01/2018, seconded by J. Ford. D. Mizla abstained.

Unanimously approved. MOTION CARRIED

6. Approve Minutes of the August 2, 2018 Regular Board of Selectmen Meeting – S. Soby moved to approve the minutes of the August 2, 2018 meeting, seconded by J. Ford. D. Mizla abstained. Unanimously approved. MOTION CARRIED.

7. Discussion and Possible Action on Lexis Nexis Contract for Assessors Office – D. Mizla moved to approve the Lexis Nexis Contract for the Assessor's Office and authorizes the First Selectman to sign and deliver said contract and necessary documents required, seconded by J. Ford Unanimously approved. MOTION CARRIED.

8. Discussion and Possible Action on RFP 2018-05 Professional Services of State of CT DEEP Diversion Permit Renewal – J. Ford moved that upon recommendation of the Sewer and Water Commission, the Board of Selectmen enter into a contract with Milone and MacBroom Inc. for the supplying of Professional Services for the Preparation of the State of Connecticut DEEP Diversion renewal permit application for the Colchester Water System as detailed in the Town of Colchester RFP #2018-05, for the amount of \$10,900 and hereby authorizes the First Selectman, to sign and deliver said agreement and necessary documents required, seconded by S. Soby. Unanimously approved. MOTION CARRIED.

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TOWN OF COLCHESTER

9. **Discussion on Transfer Station Credit Card Provider – Cost Structure** – J. Paggioli stated that the current system was not cost effective for the Town. The service charges the town pays are equal to or greater than the money being brought in. S. Soby stated that each department should be using the same system. With a 30 day notice the Transfer station will switch to the Point and Pay system that the remainder of the Town Hall uses and the convenience fee will be applied to the customer rather than the Town.
10. **Discussion on Open Colchester Policy Draft** – J. Ford asked that integrity be switched to accuracy in the 2nd bullet from the bottom of the Open Colchester Policy.
11. **Citizen's Comments** – None
12. **First Selectman's Report** – A. Shilosky stated that he, J. Paggioli and R. Benson all met with the DOT regarding the lights in the center of Town. Work will begin in June-July of 2019. They will be working with engineers to find another spot for the switch box. DOT wanted to place it on the green. On 9/5 there is a joint meeting regarding the Paramedic Program. A. Shilosky is looking for a decision in the October meetings. All computers for the Town, except for 2, have been replaced. Ethics commission will have to have a special meeting because of all the new members, to decided new chairs. Next regular meeting is in October. Someone will be presenting to the BOS to ask for a special permit to sell beer on the green.
13. **Liaison Reports** – J. Ford reported on the Conservation Commission. The commission suggested that 1 applicant move the home due to the regulations. The 2nd applicant was tabled at the request of the applicant. Jay presented a grant for the 149 Comstock Bridge Road for an environmental study and 149 parking lot clean up. S. Soby reported on Planning & Zoning. The commission worked to set of Agriculture Regulations and managed the unit of animals on land. There has been a site modification to the Middle School for 18 parking spaces to be removed. They still meet the requirements. The commission has seen significant amount of clean up around town due to the efforts of the Zoning Enforcement Officer. S. Soby also stated that Election Day was run very well by the registrars with the assistance of the Town Clerk and poll workers.
14. **Adjourn**
S. Soby moved to adjourn at 7:33 p.m., seconded by D. Mizla. Unanimously approved. MOTION CARRIED.

Respectfully submitted,

Joanie Campbell, clerk

COLCHESTER FARMERS' MARKET

PO Box 12, East Haddam CT 06423

860-316-8368

August 7, 2018

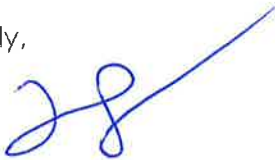
Board of Selectmen
Town of Colchester
127 Norwich Avenue
Colchester, CT 06415

Dear Selectmen:

We are writing to request permission for a vendor to attend farmers' market during the main summer season to promote and sell sealed growlers of beer. This vendor has requested permission to sample in legal sizes (1 oz. samples) with the proper permitting, however, they would also be fine with selling the sealed growlers if sampling were not permitted. To clarify, there would be no alcohol consumption on the Green. Only the sale of growlers would take place on the Town-owned portion of the Colchester Green through this market vendor.

Other towns do allow this same vendor to attend their markets for growler sales and sampling. Please let us know what information you need and what process must take place in order for this activity to be permitted in Colchester. Thank you for your time.

Sincerely,

A handwritten signature in blue ink, appearing to be 'J.S.', written over a horizontal line.

Jess Stone & Jeff Savitsky
Colchester Farmers' Market

TOWN OF COLCHESTER



POLICY MANUAL

BOS APPROVED: 09/02/2010
UPDATED: 09/21/2010
UPDATED: 10/21/2010
UPDATED: 11/04/2010
UPDATED: 11/17/2010
UPDATED: 12/06/2010

UPDATED: 01/31/2011
UPDATED: 03/22/2012
UPDATED: 09/13/2012
UPDATED: 05/20/2013
UPDATED: 09/10/2013
UPDATED: 06/09/2015
UPDATED: 05/02/2016

Note: No policies were updated in the creation of this manual

- 3.5 There is a charge for using the meeting rooms at the Fire Department, the pavilion at the Recreation Complex, and athletic fields for non-endorsed leagues.

4. Application Process and Approval

- 4.1 Town events will take priority over all other scheduled events. Every effort will be made to not reschedule community events; however, if the Town needs to reschedule a community activity due to unavoidable circumstances, the Town will notify the sponsors and help them reschedule. Major community events that involve a large number of participants and advance advertising will only be rescheduled if an emergency arises which makes cancellation unavoidable.
- 4.2 Requests for use of Town facilities should normally be submitted to, and approved by, the Department Head responsible for the facility being requested at least three (3) weeks prior to the date of use to ensure the requested facility is available. An application will normally be approved or denied within five (5) working days of receipt.
- 4.3 Requests for use of athletic fields will be made to Colchester Parks and Recreation and be considered according to their use policy.
- 4.4 Applications shall be approved on a first come, first served and space available basis.
- 4.5 Criteria for denying an application:
- An application shall not be approved unless all necessary information and documentation is provided.
 - Applicants who reserve a facility and subsequently do not use the facility without notifying the department office before the event may be denied future use and/or have other Facilities Use Permit(s) revoked.
 - Previous misuse of a facility by the applying organization.
 - Failure to pay for damages caused by the applying organization.
 - Failure of the applying organization to take appropriate precautions to ensure the safety of the participants.
 - Determination that a use is inappropriate for the facility.

5. Facility Use Rules

The following shall be adhered to:

- 5.1 All posted rules shall be followed.

- 5.2 No alcohol, illegal drugs, weapons, or tobacco products are permitted in Town facilities or on Town grounds unless otherwise authorized by Connecticut General Statutes.
- 5.3 Trash will be placed in provided receptacles or in an area designated by the staff member on duty.
- 5.4 Applicants using the facilities are responsible for providing for the safety of all participants.
- 5.5 No motorized vehicles of any type shall be operated on Town lawns, sidewalks, fields, wooded areas or playgrounds, whether paved or not, unless specifically permitted by the Department Head.
- 5.6 The applicant or designee shall have a copy of the Facilities Use Permit with them when using the facility.
- 5.7 The First Selectman and/or designee shall appoint a staff member to be in charge of the facility whenever it is in use. That staff member may immediately terminate the activity because of health or safety hazards presented or because Town property is jeopardized.
- 5.8 Users may not adjust or move Town equipment other than tables or chairs unless authorized. Staff members will be responsible for adjusting and moving other equipment.
- 5.9 Only those facilities for which the permit is granted may be used. The staff member in charge may substitute a facility in consultation with the organization's designated site supervisor should the need arise.
- 5.10 All indoor programs may not begin before 7:00 a.m. and must be completed by 9:00 p.m. Exceptions may be granted by the First Selectman.
- 5.11 Facilities and equipment used shall be protected and safeguarded by the permit holder. A staff member will inspect the facilities for cleanliness and/or damage at the termination of the use. The permit holder will be billed for any extra clean-up needed or damage caused during the activity.

6. Appeal Process

- Any applicant denied a Facility Use Permit may submit a signed letter requesting reconsideration of the application to the authority which issued the denial. That authority shall have five (5) working days to respond.
- Any applicant denied a permit at Step 1 may appeal in writing to the First Selectman within ten (10) working days of the date of denial of reconsideration. The appeal shall include a copy of the original application and a copy of the denial of the reconsideration, as well as the reason for the appeal. The First Selectman and/or his/her designee shall respond within ten (10) working days.

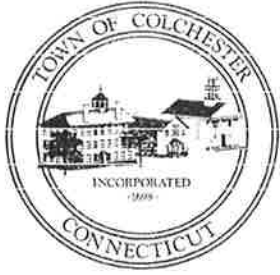
- Any applicant denied a permit by the First Selectman may appeal that decision in writing to the Board of Selectmen. The appeal must be made within ten (10) working days of the date of the First Selectman and/or his/her designee denial and shall include a copy of the original application and both denials, and the reason for the appeal. Should the organization not be satisfied with the response, they may file a written request for a meeting with the Board of Selectmen. The Board will consider the matter and will respond to the requesting organization within thirty (30) days of receipt of the request.

7. Equal Access

In accordance with Public Law 98-377, Title VIII - The Equal Access Act, the Board of Selectmen will grant equal access without discrimination within the meaning of the law.

8. Facilities Available

There are meeting rooms available at Town Hall, Fire Department Co #1, and Cragin Memorial Library. In addition the Town Green, Ruby Cohen Woodlands and athletic fields and the pavilion at the Recreation Complex are available for community use. Reservations can be made by contacting the responsible department directly.



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

August 29, 2018

To: Colchester Board of Selectmen

From: Randy Benson, Town Planner

Re: Discussion and Possible Action on PermitLink Service Contract

The Planning and Zoning Department had requested a new software program for the tracking of building and zoning permits, planning and zoning applications and wetlands applications. The new software will replace the current Filemaker Pro permit tracking software that is currently being used for the various permits and applications. The Filemaker Pro software is now 8 versions old from the current version and the software has developed problems where random permit applications can no longer be entered into the system.

The Town has received the contract from PermitLink which the contract Addendum on page 8 states that the, per permit fee will not exceed \$11,000.00 per year for 3 years.

The contract also allows the Town 180 days to retrieve any data from PermitLink should the Town choose to use another permit software provider.

RECOMMENDED MOTION:

Motion that the Town of Colchester approve to authorize the First Selectman to sign the contract for a 3 year agreement with PermitLink per the contract dated August 29, 2018.

PERMITLINK SERVICES CONTRACT

This PermitLink Services Contract (“PSC”) governs the agreement by and between Point Software, Inc., a Massachusetts corporation with its principal place of business in East Longmeadow, Massachusetts ("POINT") and the Town of Colchester, with its principal place of business in Connecticut, and herein referred to as "CLIENT".

Term and Termination:

The term of this PSC shall begin as of the execution date of this Agreement and will continue in one year increments thereafter from each start date of the fiscal year of CLIENT. Termination of the PSC may be made by CLIENT upon a ninety (90) day written notice to POINT. The CLIENT is in agreement with POINT to use this product for no less than six months. If termination occurs before the six month mark the CLIENT will be obligated to pay POINT half of what the CLIENT has estimated as the annual number of fee based permits from the previous year.

CLIENT agrees that it has been granted a “License to Use” software that is owned by POINT. POINT represents to CLIENT that it has clear title and ownership in the software used in the PSC. On any termination CLIENT’s “License to Use” the software is revoked. POINT may further restrict any use of the software including suspension or termination of the “License to Use” the software for any non-payment of services by CLIENT.

As a cloud based solution, CLIENT’s ability to access and use the software shall expire on the effective termination date and no further access or License to Use the software is granted. Should CLIENT possess any proprietary content or information that was obtained as a result of the License to Use the software CLIENT shall destroy the original and all copies of that information.

PSC Fees Charged for Software Use:

CLIENT agrees to pay POINT a PSC Fee for each permit issued by the software during the term of the PSC contract. POINT will guarantee the fee amount agreed upon with the CLIENT for two (2) years. After the first (2) years of this agreement POINT reserves the right to modify the cost of any PSC Fee with ninety (90) days written notice to CLIENT. Termination shall not relieve the payment of PSC Fees for permits entered or managed by the system during the term of the contract. A list of Permits and the PSC fees to be paid to Point for each permit is detailed in PSC Addendum Part A – PSC Fees attached to the Contract.

CLIENT agrees that during the term of the PSC that this list may be extended to include additional permits by the integration and Use of such fee based forms or permits within the software and without amendment or inclusion to the PSC Addendum Part A. Unless otherwise agreed the Base

PSC fee cost as defined in PSC Addendum Part A will be paid to POINT for the Use of any permits or forms not specifically listed in PSC Addendum Part A.

POINT shall tally on a monthly basis the number of permits issued by the CLIENT and bill CLIENT a net due invoice for the total cost of the permit counts times the PSC fee.

POINT retains the right to disable, suspend or expire the use of the Software by CLIENT for invoices that are arrears for more than 45 days.

Billing for PSC Services

CLIENT agrees to pay POINT a PSC Fee for each permit issued during the term of the contract. Termination shall not relieve payment for permits entered or managed by the system during the term of the contract. A list of Permits and the PSC fees to be paid to POINT for each permit is detailed in PSC Addendum Part A – PSC Fees. Permits may be added to PSC Addendum Part A under the same terms and conditions.

The cost of PSC Fees are premised on the number of Fee Based Permits that are issued during each month of the contract multiplied by the PSC fee for each permit. Permits that are exempted from permitting costs are also exempted from PSC costs.

POINT will guarantee the fee amount agreed stated in PSC Addendum Part A including any extensions to same through the end of each fiscal year of the CLIENT. POINT reserves the right to modify the cost of any PSC Fee with ninety (90) days written notice to CLIENT that shall be effective at the start of the new fiscal year of CLIENT.

POINT will invoice CLIENT on a monthly basis premised on the total number of Fee Based Permits generated by the software at the end of each month during the term of the PSC. Based on the number of permits the CLIENT average and users needed POINT will cap the annual processing fees at \$11,000 for three (3) years which POINT will then review the average of permits the town is taking in annually.

FOIA compliance:

In compliance with the Connecticut Freedom of Information Act, C.G.S. Sec. 1-200, et seq. all permits maintained by the software shall be considered public record that shall be prepared, owned and retained by the Town.

The data will be available for public inspection and copying during Town Hall business hours using Town owned computers connected to a cloud-based solution maintained and managed by POINT using Licensing granted. Through the Use of software there is no charge to access this

information including the ability to produce digital copies of the permits maintained in the system as pdf files.

Records retention policy:

All data managed by the system is subject to the municipal public records retention policy set by the State Public Records Administrator. The Town will own and maintain any permits stored on the system. At any time during the term of the Contract the Town has the ability to print pdf copies of any Permits in the system for local use and retained record storage. Upon termination of this contract access to the Software that manages the data shall expire. Data owned by the CLIENT shall survive termination for a period 180 days. CLIENT may at its expense obtain this data for CLIENTS further use subject to terms and conditions outlined within the Data Extraction clause of this Agreement.

PSC User Licensing

POINT will furnish CLIENT one (1) user license for each one hundred (100) PSC Fee Based Permit applications processed during the preceding twelve-month period. The total number of licenses issued is subject to fluctuation; as determined by total number of paid applications processed by CLIENT during the preceding twelve months.

POINT reserves the right to suspend or terminate User Licensing based on permit counts that are less than three (3) permits per month per user. Any User Licensing by CLIENT that results in zero (0) new permits being entered into the system for a period of sixty (60) days shall constitute a termination event by CLIENT that shall be immediately applied.

Additional User Licenses beyond what is provided through calculation of annual permit counts may be purchased by the CLIENT. Costs for CLIENT purchased licensing are stated in PSC Addendum Part B – CLIENT Option License Costs.

Data Extraction:

In the event of termination of PSC, POINT agrees to data extraction of CLIENT data on the following terms and conditions:

- CLIENT shall be responsible for all costs associated for data conveyance to comply with Record Retention Laws.
- CLIENT may print and retain any documents as PDF files through available reporting of the system at no charge during the term of PSC.
- On termination of the PSC and subject to costs paid by CLIENT, POINT will extract columnar ASCII data files for each POINT form or permit that is capable of being extracted

as requested by CLIENT. This data shall be presented in any of the following data formats: CSV, tab delimited text file, or Excel spreadsheet files.

CLIENT shall pay POINT a fixed fee of \$100.00 for each permit or form needing data extraction. The total cost of data extraction shall be capped at \$1,500.00 per data extraction occurrence request. Subsequent requests for data previously extracted shall be treated as new occurrences.

- Data extraction shall be limited to forms or permits that are created from POINT data storage.
- Scanned documents, picture files and any non ASCII based data storage such as but not limited to binary data is excluded from data extraction.
- Data extraction requests must be made in writing to POINT no later than thirty (30) days after termination. POINT shall not be obligated to convey such data to CLIENT until payment has been made in full for such services.
- POINT shall not be responsible for any explanation of the extracted data but will warranty the information contained therein is accurate to the date of extraction.

Kiosk/Public Portal

POINT shall provide a free public portal in conjunction with this PSC for inquiry and submission purposes. This portal shall allow registered users to access Permits maintained by the system that are considered public record.

The portal shall also provide the ability to select a parcel and complete and submit an on-line application for each Fee Based Permit.

Inclusions of Service:

During the term of this PSC, POINT will provide ALRUS (Annual License Renewal and Update Services) for any authorized and licensed copies of its software products. PSC will include telephone and email support during normal business hours of POINT, excluding holidays, some exceptions apply. PSC requests will be handled by POINT in a timely fashion. POINT reserves the right to decide what level of support action shall occur in solving all reported problems. Onsite correction will occur only when deemed necessary by POINT and may be subject to travel expenses.

PSC provides for the correction of program errors or programming flaws which prevent the software from operating in accordance with the program design.

POINT will occasionally update CLIENT's software to correct problems reported or detected or CLIENT enhancements to the software. CLIENT agrees to assist POINT in this effort and agrees to accept all updates as instructed by POINT.

Exclusions of this Service;

PSC does NOT provide the following:

- Custom programming or redesign of the software to new functional specifications requested by the customer. Such requests are deemed customization, and will be subject to consulting and programming charges to be billed separately.
- Data loss caused by hardware or machinery failure nor does PSC provide correction for data input errors. Should POINT be required to correct these faults the time would be subject to consulting and programming charges to be quoted and billed separately from this PSC.
- Any programming time, data entry or post conversion data correction to correct legal file data extracted from the system.
- Programming to address reorganization or data indexing to sustain history on municipalwide parcel identifications changes.
- Diagnosis or administration of hardware failure or the cost or repair of such equipment. Hardware purchased through POINT is supplied with conditional warranties of service, which are manufacturer specific. All warranty coverage of hardware related items is between CLIENT and the manufacturer.
- POINT will provide routine backup in conjunction with the Use of this software. In the event of catastrophic hardware or network failure, POINT does not warranty that data maintained by the software would be recoverable.

EXCLUSION OF WARRANTIES/LIMITATIONS OF LIABILITY

THE SOFTWARE IS PROVIDED "AS IS" AND POINT GIVES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, WITH REGARD TO ANY LICENSED PROGRAM AND EXPRESSLY EXCLUDES ALL WARRANTIES OR MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE, EXCEPT THAT THE SOFTWARE WILL OPERATE IN ACCORDANCE WITH PROGRAM DESIGN. POINT SHALL HAVE NO LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT FOR CONSEQUENTIAL, EXEMPLARY, OR INCIDENTAL DAMAGES, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE ENTIRE RISK AS TO THE FUNCTIONAL PERFORMANCE OF THE PROGRAM IS WITH CLIENT. POINT DOES NOT WARRANT THAT THE OPERATION OF THE PROGRAM SHALL BE UNINTERRUPTED OR ERROR FREE, BUT SUCH ERRORS SHALL NOT INTERFERE

WITH THE INTENDED USE OF THE SOFTWARE, PURSUANT TO THE OBLIGATIONS OF POINT UNDER THE TERMS AND CONDITIONS OF AN UPDATE AND SUPPORT AGREEMENT.

LIMITATION OF LIABILITY

POINT shall have no liability or responsibility of any kind to CLIENT or any other person or entity for any loss of damage directly or indirectly caused by, or resulting from the use or operation of the "SOFTWARE", including without limitation, any injuries to persons or property, interruption of service, loss of business or anticipatory profits or consequential or incidental damages.

Liability for any material breach by POINT of this agreement shall be limited to the cost of the program for the unused portion of the license term, any unused portion of related maintenance and servicing costs and the reasonable costs of any legal action necessary to recover the same.

REMEDIES

No remedy referred in this Agreement is intended to be exclusive, but each shall be cumulative and in addition to any other remedy referred to herein or otherwise available at law or in equity. No delay by POINT or CLIENT in exercising any of its rights or remedies hereunder upon a breach by the other party shall be deemed to be a waiver of such rights or remedies. No express or implied waiver by either party of any breach by the other party hereunder shall in any way be, or construed to be, a waiver of future or subsequent breach.

In addition, in any case where CLIENT has provided, allowed or suffered USE of the SOFTWARE for purposes other than the authorized Licensed Use of the SOFTWARE, POINT may terminate this Agreement and demand payment for any remaining term amounts not yet billed together with all costs of collection and enforcement of POINT'S rights to cease such unauthorized use, including all attorney fees incurred by POINT.

Further, disputes requiring legal remedy will be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules including the Emergency Interim Relief Procedures. Judgment on the award may be entered in any court with jurisdiction.



NOTICES

All notices required or permitted to be given or delivered to any party hereunder shall be in writing, and shall be deemed to be given when delivered by hand, or when deposited in the United States Mail, certified or postage prepaid, to the parties at the following addresses, or such other address as either party shall hereafter furnish to the other in writing:

POINT POINT SOFTWARE, INC.
200 North Main St., Suite 1103 West
East Longmeadow, MA 01028
Attention: James F. Regan, President

CLIENT Registered address of CLIENT

POINT: _____
James F. Regan, President

CLIENT: _____ *

Authorized Agent

Date:

Date:

Printed Name

Title

*The individual signing this Contract certifies to POINT that he/she has the legal authority to execute and bind this Contract on behalf of CLIENT.

PSC Addendum

Part A - Fee Based Permits (*)

Unless otherwise negotiated the Base PSC Fee for Permits not listed is \$ 10.00 per permit capped at \$11,000 annually for 3 years

| Type | PSC Fee |
|----------------------------|---------|
| • Building Permit | \$10.00 |
| • Electrical Permit | \$10.00 |
| • Plumbing Permit | \$10.00 |
| • Mechanical Permit | \$10.00 |
| • Sign Permit | \$10.00 |
| • Zoning Permit | \$10.00 |
| • Certificate of Occupancy | \$ 0.00 |
| • Inspection Forms | \$ 0.00 |
| • Special Permit | \$10.00 |
| • Wetlands Permit | \$10.00 |
| • Subdivision Permit | \$10.00 |
| • Demolition Permit | \$10.00 |

(*) Additional Permits may be added to this list and shall be part of the PSC fees to be paid to POINT based on their integration and Use within the Software. Unless otherwise stated the Base PSC will apply to these permits.

Part B – CLIENT Optional License Costs

Based on the number of annual permits issued the costs for database licensing is included as part of the cost of PSC Fees. One License will be granted to CLIENT for each 100 permits issued at the PSC Base Cost.

Optionally CLIENT may increase the number of Licenses needed and may purchase additional database licensing at their expense. At the execution of this document the following costs exist for Optional licensing:

- 1 Year Initial Cost: \$600.00 per user license
- Licensing Costs paid for the CLIENT are non-refundable

DRAFT

Open Colchester is a citizen-accessible, self-service platform that provides data and reports on-demand, previously only available in printed format. The platform used is a product of OpenGov.com and is used by a significant number of municipalities in Connecticut and other States. General fund financial data will be available to public users at a budget account level and non-financial data at an aggregate level and will be in compliance with all Federal and State laws, statutes, and requirements for the protection of personally identifiable information, including, but not limited to, requirements under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and The Family Educational Rights and Privacy Act of 1974 (FERPA or the Buckley Amendment).

Note: The Town's official financial records are in Munis. Other records remain created and stored in existing systems. Open Colchester is a tool for reporting and filtering data based on Munis and other data.

Open Colchester allows for citizens and employees to review data on-line at their convenience. This data can be filtered to provide individualized views of information a citizen may be interested in seeing, based on the reports available on the OpenGov platform. Open Colchester is a self-service system that is accessible via a link on the Town of Colchester website homepage. Online tutorials are available to help each person learn and understand how to use the system.

- Financial data will be made available as is currently done for the Boards of Selectmen, Finance and/or Education and/or at the 'budget book' level.
- Non-financial data will be made available in the aggregate as is currently done, provided it is available in an uploadable format (ex.: CHFD Fire and EMS calls that are disseminated via press release to local news media).
- Standard reports will be uploaded to Open Colchester on the same schedule as is currently used for print reports to ensure accuracy as per current standards. This will be evaluated over time.
- All reports must be reviewed and approved by the Department Head or First Selectman (or Designee) before being posted.
- All data/reports will be dated and will be accurate as of that date. Subsequent revisions, based on additional or corrected information becoming available, will be so noted by date.
- Additional reports may be added as the use of the platform evolves.
 - Department Heads may add additional reports with the approval of the First Selectman.
 - A report relating to the Town budget and activities or relating to the Schools Budget that would be widely used may be added at the written request of citizens to the First Selectman's Office or to the Superintendent of Schools' office respectively, contingent upon review and recommendation for approval of the

request by the Open Colchester Sub-Committee to the Board of Selectmen and approval by the Board of Selectmen.

- Members of the Open Colchester Sub-Committee will be two members of the Board of Selectmen, a member of the Board of Finance, a member of the Board of Education and the Executive Assistant to the First Selectman.
- Nothing in this section should be construed as a deviation from FOIA requirements.
- Within the OpenGov platform, there are three levels of user access: Administrators, Internal Users and External (Public) Users.
 - Administrators are the First Selectman, ~~the Superintendent of Schools, the Executive Assistant to the First Selectman, IT Systems Administrator~~ and the Chief Financial Officer. These officials will have access to all aspects of the OpenGov platform in Colchester to maintain its functionality and security both internally and externally. ~~The Executive Assistant to the First Selectman, the IT Systems Administrator and [CPS designee(s)] will manage the system (creating user accounts, assigning access roles and responsibilities, etc.).~~
 - Internal Users are Department Heads and designees, Members of the Boards of Selectmen, Finance and Education. Access will be defined by role within Town Government and parameters of role-based security.
 - External Users are the Public. External users will have access to view data in formats provided by OpenGov.
- Administrators and Internal Users must adhere to all relevant Town Policies, ~~and~~ Procedures, and Guidelines regarding the use of electronic equipment, technology, systems, and social media when using Open Colchester.
- Department Heads will be responsible for the ~~integrity~~ accuracy of the data and the uploading of data as scheduled.
- At a minimum, data will remain available as is specified in the State of Connecticut Municipal Records Management Program (<https://ctstatelibrary.org/publicrecords/municipal>) and as available as posted to the State of Connecticut Office of Policy and Management Uniform Chart of Accounts (UCOA).

As the OpenGov.com platform that Open Colchester uses is a self-service platform, users are directed to tutorials, FAQs and other aids on the OpenGov.com website to assist in accessing information provided.

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