



Service Order

2 Mill & Main; Suite 630; Maynard, MA 01754

Created by	Rob Battaglia
Contact Phone	631-747-3253
Contact Email	rbattaglia@cleargov.com

Order Date	Aug 10, 2023
Order valid if signed by	Aug 31, 2023

Customer Information				
Customer	Town of Colchester	Contact	Andreas Bisbikos	Billing Contact
Address	127 Norwich Avenue	Title	First Selectman	Title
City, St, Zip	Colchester, CT 06415	Email	selectman@colchesterct.gov	Email
Phone	860-537-7220			PO # (If any)

The Services you will receive and the Fees for those Services are...		
Set up Services		Tier/Rate
ClearGov Setup: Includes activation, onboarding and training for ClearGov solutions		Tier 2
		Service Fees
		\$ 2,700.00
Total ClearGov Setup Service Fee - Billed ONE-TIME		\$ 2,700.00
Subscription Services		Tier
ClearGov BCM Transparency - Civic Edition		Tier 2
		Service Fees
		\$ 7,300.00
Total ClearGov Subscription Service Fee - Billed ANNUALLY IN ADVANCE		\$ 7,300.00

ClearGov will provide your Services according to this schedule...			
Period	Start Date	End Date	Description
Setup	Sep 1, 2023	Sep 1, 2023	ClearGov Setup Services
Pro-Rata	Sep 1, 2023	Jun 30, 2024	ClearGov Subscription Services
Initial	Jul 1, 2024	Jun 30, 2028	ClearGov Subscription Services

To be clear, you will be billed as follows...		
Billing Date(s)	Amount(s)	Notes
Sep 1, 2023	\$ 2,700.00	One Time Setup Fee
Sep 1, 2023	\$ 6,083.33	10 Month Pro-Rata Subscription Fee
Jul 1, 2024	\$ 7,300.00	Annual Subscription Fee
Additional subscription years and/or renewals will be billed annually in accordance with pricing and terms set forth herein		
Billing Terms and Conditions		
Valid Until	Aug 31, 2023	Pricing set forth herein is valid only if ClearGov Service Order is executed on or before this date.
Payment	Net 30	All invoices are due Net 30 days from the date of invoice.
Initial Period Rate Increase	3% per annum	During the Initial Service Period, the Annual Subscription Service Fee shall automatically increase by this amount.
Rate Increase	6% per annum	After the Initial Service Period, the Annual Subscription Service Fee shall automatically increase by this amount.

General Terms & Conditions	
Customer Satisfaction Guarantee	During the first thirty (30) days of the Service, Customer shall have the option to terminate the Service, by providing written notice. In the event that Customer exercises this customer satisfaction guarantee option, such termination shall become effective immediately and Customer shall be eligible for a full refund of the applicable Service Fees.
Statement of Work	ClearGov and Customer mutually agree to the ClearGov Service activation and onboarding process set forth in the attached Statement of Work. Please note that ClearGov will not activate and/or implement services for any Customer with outstanding balance past due over 90 days for any previous subscription services.

Taxes	The Service Fees and Billing amounts set forth above in this ClearGov Service Order DO NOT include applicable taxes. In accordance with the laws of the applicable state, in the event that sales, use or other taxes apply to this transaction, ClearGov shall include such taxes on applicable invoices and Customer is solely responsible for such taxes, unless documentation is provided to ClearGov demonstrating Customer's exemption from such taxes.
Term & Termination	Subject to the termination rights and obligations set forth in the ClearGov BCM Service Agreement, this ClearGov Service Order commences upon the Order Date set forth herein and shall continue until the completion of the Service Period(s) for the Service(s) set forth herein. Each Service shall commence upon the Start Date set forth herein and shall continue until the completion of the applicable Service Period. To be clear, Customer shall have the option to Terminate this Service Order on an annual basis by providing notice at least sixty (60) days prior to the end of the then current Annual Term.
Appropriations	Customer shall have the option to terminate this ClearGov Service Order in advance of any annual renewal in the event that the applicable appropriating body does not appropriate funds for such upcoming renewal period.
Auto-Renewal	After the Initial Period, the Service Period for any ClearGov Annual Subscription Services shall automatically renew for successive annual periods (each an "Annual Term"), unless either Party provides written notice of its desire not to renew at least sixty (60) days prior to the end of the then current Annual Term.
Agreement	This ClearGov Service Order shall become binding upon execution by both Parties. The signature herein affirms your commitment to pay for the Service(s) ordered in accordance with the terms set forth in this ClearGov Service Order and also acknowledges that you have read and agree to the terms and conditions set forth in the ClearGov BCM Service Agreement found at the following URL: http://www.ClearGov.com/terms-and-conditions . This Service Order incorporates by reference the terms of such ClearGov BCM Service Agreement. In event of any conflict between the terms set forth in this ClearGov Service Order and any terms or conditions set forth in the ClearGov BCM Service Agreement, the terms of this ClearGov Service Order shall prevail.

Customer	
Signature	
Name	Andreas Bisbikos
Title	First Selectman

ClearGov, Inc.	
Signature	
Name	Bryan A. Burdick
Title	President

Please e-mail signed Service Order to Orders@ClearGov.com or Fax to (774) 759-3045

Customer Upgrades (ClearGov internal use only)			
This Service Order is a Customer Upgrade	No	If Yes: Original Service Order Date	

Statement of Work

This Statement of Work outlines the roles and responsibilities by both ClearGov and Customer required for the activation and onboarding of the ClearGov Service. ClearGov will begin this onboarding process upon execution of this Service Order. All onboarding services and communications will be provided through remote methods - email, phone, and web conferencing.

ClearGov Responsibilities

- ClearGov will activate ClearGov Service subscription(s) as of the applicable Start Date(s). ClearGov will create the initial Admin User account, and the Customer Admin User will be responsible for creating additional User accounts.
- ClearGov will assign an Implementation Manager (IM) responsible for managing the activation and onboarding process. ClearGov IM will coordinate with other ClearGov resources, as necessary.
- ClearGov IM will provide a Kickoff Call scheduling link to the Customer's Primary Contact. Customer should schedule Kickoff Call within two weeks after the Service Order has been executed.
- If Customer is subscribing to any products that require data onboarding:
 - ClearGov IM will provide a Data Discovery Call scheduling link to the Customer's Primary Contact. Customer should schedule Data Discovery Call based on the availability of Customer's staff.
 - ClearGov will provide Customer with financial data requirements and instructions, based on the ClearGov Service subscription(s).
 - ClearGov will review financial data files and confirm that data is complete, or request additional information, if necessary. Once complete financial data files have been received, ClearGov will format the data, upload it to the ClearGov platform and complete an initial mapping of the data.
 - After initial mapping, ClearGov will schedule a Data Review call with a ClearGov Data Onboarding Consultant (DOC), who will present how the data was mapped, ask for feedback, and address open questions. Depending upon Customer feedback and the complexity of data mapping requests, there may be additional follow-up calls or emails required to complete the data onboarding process.
- ClearGov will inform Customer of all training, learning, and support options. ClearGov recommends all Users attend ClearGov Academy training sessions and/or read Support Center articles before using the ClearGov Service to ensure a quick ramp and success. As needed, ClearGov will design and deliver customized remote training and configuration workshops for Admins and one for End Users - via video conference - and these sessions will be recorded for future reference.
- ClearGov will make commercially reasonable efforts to complete the onboarding/activation process in a timely fashion, provided Customer submits financial data files and responds to review and approval requests by ClearGov in a similarly timely fashion. Any delay by Customer in meeting these deliverable requirements may result in a delayed data onboarding process. Any such delay shall not affect or change the Service Period(s) as set forth in the applicable Service Order.

Customer Responsibilities

- Customer's Primary Contact will coordinate the necessary personnel to attend the Kickoff and Data Discovery Calls within two weeks after the Service Order has been executed. If Customer needs to change the date/time of either of these calls, the Primary Contact will notify the ClearGov IM at least one business day in advance.
- If Customer is subscribing to any products that require data onboarding:
 - Customer will provide a complete set of requested financial data files (revenue, expense, chart of accounts, etc.) to ClearGov in accordance with the requirements provided by ClearGov.
 - Customer's Primary Contact will coordinate the necessary personnel to attend the Data Discovery and Data Review calls. It is recommended that all stakeholders with input on how data should be mapped should attend. Based on these calls and any subsequent internal review, Customer shall provide a detailed list of data mapping requirements and requested changes to data mapping drafts in a timely manner, and Customer will approve the final data mapping, once completed to Customer's satisfaction.
- Customer will complete recommended on-demand training modules in advance of customized training & configuration workshops.
- Customer shall be solely responsible for importing and/or inputting applicable text narrative, custom graphics, performance metrics, capital requests, personnel data, and other such information for capital budget, personnel budget, budget books, projects, dashboards, etc.

Town of Colchester

Land Use Department
127 Norwich Ave, Suite 105
Colchester, CT 06415
www.colchesterct.gov



Demian Sorrentino, AICP, Planning Director
Stacey Churchill, Land Use Assistant
Isabelle Kisluk, Asst. Planner/ZEO
Carol Szymanski, Wetlands Agent
T: (860) 537-7278

Date: August 30, 2023
To: Colchester Board of Selectmen
From: Demian A. Sorrentino, Planning Director
Jay Gigliotti, Norton Park Project Consultant
RE: Authorization for DECD & DEEP Grant Applications - Norton Paper Mill, 139 Westchester Road

The Town of Colchester acquired title to the former Norton Paper Mill located at 139 Westchester Road from the prior owner, Norton Paper Mill, LLC in April of 2016 (Reference Vol. 1283, Pg. 30) with the vision of converting the defunct factory into a passive recreation facility to be known as "Norton Park". In June of 2016, the Town was awarded \$518,000 under Round 9 of the Connecticut Department of Economic and Community Development (DECD) Remedial Action & Redevelopment Municipal Grant Program for assessment and remediation of environmental contamination that was known to exist on the subject property.

From the time the DECD Round 9 funds were awarded through early 2020, extensive environmental assessments were completed, and a Remedial Action Plan (RAP) was prepared. A parallel project under direction of The Nature Conservancy (TNC) of Connecticut saw the dam in the Jeremy River removed and the former Norton Paper Mill Building demolished.

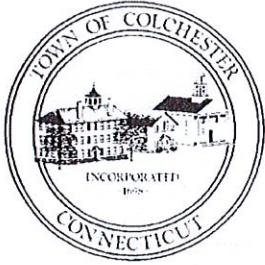
With the onset of the COVID-19 pandemic and the economic conditions that followed, progress on the project stalled and costs dramatically escalated, rendering the \$240,000 that remains of the DECD Round 9 funds insufficient to complete the required remediation. The most recent remediation cost estimate prepared by Langan Engineering & Environmental Services, Inc. (the Town's environmental consultants) values the complete scope of remediation work in advance of redevelopment at \$2,115,700, representing a \$1,875,700 funding deficit.

The Land Use (Planning & Zoning) Department assumed responsibility for this effort in 2021 and since that time have been working to address the remediation funding shortfall while coordinating with DECD to keep the remaining Round 9 funds active. Applications submitted for DECD's Municipal Brownfield Grant Program for Round 16 in September 2022 and Round 17 in April 2023 proved unsuccessful, as program requirements shifted scoring criteria in favor of projects that result in the creation of jobs or construction of affordable housing.

On September 22, 2023, staff intends to submit applications to the following grant programs in hopes of obtaining additional funds for remediation: CT DECD Municipal Brownfield Grant Program Round 18 and CT DEEP CERCLA 128(a) Brownfield Grant Program Round 1. With a total \$25M available and a maximum award of \$4M, our request from the DECD program will be \$1.626M. With a total \$485K available and a maximum award of \$250K, our request from the DEEP program will be \$250K. While match funding is encouraged, it is not required to submit either grant application. Awards from the two (2) programs would cover the entire anticipated remediation cost, clearing the way for the much-anticipated development of "Norton Park".

Recommended Motion: The Board of Selectmen move to adopt a resolution allowing the First Selectman to execute all required documentation associated with the CT DECD Municipal Brownfield Grant Program Round 18 and CT DEEP CERCLA 128(a) Brownfield Grant Program Round 1 applications for funding in support of environmental remediation of the former Norton Paper Mill located at 139 Westchester Road.

Attach: CT DECD Municipal Brownfield Grant Program Round 18 Announcement Letter
CT DEEP CERCLA 128(a) Brownfield Grant Program Round 1 Announcement Letter
8/28/23 Remediation Estimate as prepared by Langan Engineering & Environmental Services, Inc.



Town of Colchester, Connecticut

95 Norwich Avenue, Colchester, Connecticut 06415

Patricia A. Watts, Director of Senior Services/Municipal Agent

MEMORANDUM

To: Board of Selectmen

From: Patricia A. Watts, Director of Senior Services

Date: 8/21/23

Re: Annual Contract for Parking for Senior Center Trips at St. Andrews Church

Due to the limited availability of parking at the senior center, when out trips are scheduled we need to have our patrons park off-site. St. Andrews Church notified us that as of last year, the Diocese was requiring them to have a formal Facility Use and Indemnity Agreement on file, as well as certification of insurance. Attached, please find the agreement instructions, contract and insurance certificate (through 6/30/2024), as requested. The Director of Senior Services will be responsible for coordinating dates of travel with St. Andrews Church office and ensuring that senior center members park in the very back of the lot, per the instructions of St. Andrews Church.

Recommended Motion

Motion to approve the Facility Usage/Indemnity Agreement with Saint Andrew Parish and the Diocese of Norwich and authorize the First Selectman to sign all necessary documents.

Respectfully Submitted,

Patricia A. Watts

Catholic Mutual... "CARES"

FACILITY USAGE/INDEMNITY AGREEMENT

The Facility Usage/Indemnity Agreement must be used when non parish sponsored or affiliated groups use parish facilities on a short-term basis such as one day or a week. The following groups are examples of non-parish sponsored or affiliated groups that should sign the Facility Usage/Indemnity Agreement:

1. Girl Scouts, Knights of Columbus, American Legion or other similar organizations that use parish facilities for meetings or fundraisers.
2. AAU sport teams or non-parish sponsored sport classes/clinics.
3. Parishioner and non-parishioner families that rent or use parish facilities for wedding receptions, family reunions, anniversary parties or other similar activities. (In lieu of signing the Facility Usage/Indemnity Agreement, a parishioner or non-parishioner family would be eligible to purchase "special event" liability coverage through your parish via Catholic Mutual.) Please note that funeral luncheons are parish sponsored events.
4. Any other organization, municipality or county organization that uses parish facilities for a meeting or function that is non-parish sponsored.

The Facility Usage/Indemnity Agreement requires the facility user to provide the parish with a certificate of insurance documenting general liability coverage in the amount of \$1,000,000 per occurrence. This certificate of insurance must name your parish and the Arch/Diocese as an additional insured. It is not adequate to obtain a certificate of insurance, which names the parish as a "certificate holder."

It is often asked what criteria an organization must meet to be parish sponsored or affiliated. In the event of an insurance claim involving a potential non-parish sponsored activity, the following questions would be asked to further determine if a group was parish sponsored and eligible for insurance coverage:

1. Did the parish have full control over the group or function?
2. Did any costs or fees associated with the function flow through parish accounts?
3. Was the function or group open to all parish members?
4. Was the purpose of the function or group to facilitate learning, raise revenue for the parish or provide a social service on behalf of the parish?
5. Was the teacher or leader of the group a parish volunteer or employee?

In general, a group, which does not meet the definition of an affiliated organization or is unable to answer the above five questions in the affirmative would not be parish sponsored. Accordingly, that group must sign the Facility Usage/Indemnity Agreement and supply the parish with the necessary insurance documentation.

FACILITY USAGE/INDEMNITY AGREEMENT

PARISH: SAINT ANDREW PARISH, COLCHESTER, CT 06415

PARISH is understood to include the Arch/Diocese of DIOCESE OF NORWICH

FACILITY USER: SENIOR CENTER, TOWN OF COLCHESTER

DATES OF FACILITY USAGE: CSC Trips 2023 - June 2024

TYPE OF FACILITY USAGE: PARKING OF CARS IN CHURCH LOT FOR THOSE TRAVELING ON SENIOR TRIP

The above named FACILITY USER agrees to defend, protect, indemnify and hold harmless the above named PARISH against and from all claims arising from the negligence or fault of the above named FACILITY USER or any of its agents, family members, officers, volunteers, helpers, partners, organizational members or associates which arise out of the above identified FACILITY USAGE at the above named PARISH.

FACILITY USER agrees to provide a certificate of insurance to the PARISH, which provides evidence of general liability coverage of not less than one million dollars (\$1,000,000) per occurrence. FACILITY USER also agrees to have the PARISH named as an "Additional Insured" on its general liability policy for the DATE(S) OF FACILITY USAGE in relationship to the TYPE OF FACILITY USAGE for claims which arise out of FACILITY USER'S operations or are brought against the PARISH by FACILITY USERS' employees, agents, partners, family members, students, customers, function attendees, guests, invitees, organizational members or associates. FACILITY USER also agrees to ensure that its liability insurance policy will be primary in the event of a covered claim or cause of action against PARISH.

If FACILITY USER fails to comply with the above (second) paragraph, then the above named FACILITY USER agrees to protect, defend, hold harmless and fully indemnify the above named PARISH for any claim or cause of action whatsoever arising out of or related to the usage which takes place during the above identified DATE(S) OF FACILITY USAGE that is brought against the PARISH by the above named FACILITY USER or its employees, agents, partners, family members, students, customers, function attendees, guests, invitees, organizational members or associates, even if such claim arises from the alleged negligence of the PARISH, its employees or agents, or the negligence of any other individual or organization. This paragraph does not relieve FACILITY USER's responsibility to comply with the above (second) paragraph.

If any sentence or paragraph of this agreement is held invalid, it is agreed that the balance thereof, shall continue in full legal force and effect.

SIGNED BY: _____

(Must be an official agent of FACILITY USER)

NAME (Please print): Andreas Bisbikos, First Selectman

DATE: _____

Client#: 587340

TOWNCOLC1

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/20/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: USI Insurance Services LLC, 530 Preston Avenue, Meriden, CT 06450, 855 874-0123. CONTACT NAME: Angela Plourde, PHONE: 855 874-0123, FAX: 203 634-5701, E-MAIL ADDRESS: Angela.Plourde@usi.com. INSURER(S) AFFORDING COVERAGE: INSURER A: Charter Oak Fire Insurance Company (25615), INSURER B: Berkley National Insurance Company (38911), INSURER C: Phoenix Insurance Company (25623), INSURER D: , INSURER E: , INSURER F: .

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL SUBR INSR, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include: A COMMERCIAL GENERAL LIABILITY (ZLP51N16626), A AUTOMOBILE LIABILITY (8106N371395), B UMBRELLA LIAB (MKP22200138), C WORKERS COMPENSATION AND EMPLOYERS' LIABILITY (UB7N16598A).

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) With respect to General Liability, St. Andrews Church and the Diocese of Norwich are additional insured with regard to use of the St. Andrews parking lot located at 128 Norwich Avenue, Colchester, CT as an evacuation location for Colchester students and staff in the event of an emergency, as well as for general overflow parking for Colchester Town and BOE sponsored events.

CERTIFICATE HOLDER: St. Andrews Church, 128 Norwich Ave., Colchester, CT 06415. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: [Signature]