



**TOWN OF NEWMARKET, NEW HAMPSHIRE
TOWN COUNCIL AGENDA**

**WEDNESDAY, DECEMBER 6, 2017, 7:00PM
NEWMARKET TOWN HALL COUNCIL CHAMBERS**

6:00PM NON-PUBLIC MEETING PURSUANT TO RSA 91-A:3,II(i) – Consideration of matters relating to the preparation for and the carrying out of emergency functions.

1. Pledge of Allegiance
2. Public Forum (*Public Forum is an opportunity for the public to address the Town Council. All comments should be addressed to the Chair of the Council. No person will be allowed to speak longer than five (5) minutes.*)
3. Public Hearing – None
4. Town Council to Consider Acceptance of Minutes
 - a. October 28, 2017 Budget Workshop Meeting Minutes
 - b. November 1, 2017 Regular Meeting Minutes
5. Report of the Town Administrator
6. Committee Reports
7. Old Business
 - a. Resolutions/Ordinances in the 2nd Reading
 - i. Resolution #2017/2018-18 - Resolution authorizing the Town Administrator to enter into an agreement with Tyler/Munis for Integrated Municipal Financial Software and to enter into an agreement with Interware to provide for an updated Motor Vehicle module not part of the Tyler/Munis software package.
 - b. Resolutions/Ordinances in the 3rd Reading – None
 - c. * Items Laid on the Table –
 - i. Resolution #2015/2016-52 – Resolution Authorizing the Designation of a portion of Rt. 152 as an Economic Recovery Zone (This Resolution is tabled from the June 15, 2016 Council Meeting pending Planning Board action).
8. New Business/Correspondence
 - a. Town Council to Consider Nominations, Appointments and Elections –
 - i. Macallen Dam Committee – Henry Smith – Term Expires March 2018
 - ii. Newmarket Community Development Corp. (NCDC) – Michael Provost – Term Expires December 2020

b. Resolutions/Ordinances in the 1st Reading

- i. **Resolution #2017/2018-19** – *Total Nitrogen Control Plan – An Engineering Contract for Water Demand and Wastewater Capacity Build-out Analysis for the Environmental Services Department.*
- ii. **Resolution #2017/2018-20** – *Approval of Collective Bargaining Agreement between the Town of Newmarket and New England Police Benevolent Association Local 215. (TA Requests the Suspension of Rules)*
- iii. **Resolution #2017/2018-21** – *Authorizing the Town Administrator enter into a contract with Patriot Mechanical to make repairs to Town Hall Heating System and Fresh Air intake Intakes.*
- iv. **Resolution #2017/2018-22** – *Authorizing the Town Administrator to sign a contract with Wright-Pierce for engineering services to perform Construction Administration and Oversight for the Wastewater Treatment Plant Improvements Project.*
- v. **Resolution #2017/2018-23** – *Approval of the Fiscal Year 2019 Default Budget (TA Requests the Suspension of Rules)*

c. Correspondence to the Town Council

d. Closing Comments by Town Councilors

e. Next Council Meeting – December 20, 2017

9. Adjournment

1
2
3
4
5
6
7 **TOWN OF NEWMARKET, NEW HAMPSHIRE**
8 **TOWN COUNCIL BUDGET WORKSHOP SESSION**

9 **OCTOBER 28, 2017 9:00 AM**

10 **TOWN COUNCIL CHAMBERS**
11

12 **PRESENT:** Council Chairman Dale Pike, Council Vice Chairman Toni Weinstein, Councilor Amy Thompson,
13 Councilor Gretchen Kast, Councilor Kyle Bowden, Councilor Amy Burns, Councilor Casey Finch
14

15 **ALSO PRESENT:** Town Administrator Steve Fournier, CIP Committee Member Russell Simon, Facilities
16 Director Greg Marles, Police Chief Kyle True, Public Works Director/Fire Chief Rick Malasky, Recreation
17 Director Aimee Gigandet, Finance Director Lisa Ambrosio, Water & Waste Water Superintendent Sean
18 Greig, Library Director Carrie Gadbois

19 **AGENDA**
20

21 Chairman Dale Pike welcomed everyone to the Town Budget Workshop Session of October 28, 2017 and
22 called the meeting to order at 9:02 am. He said the purpose of the meeting was to review the Town
23 FY2018/2019 Budget.
24

25 Town Administrator Steve Fournier explained that the Council would be reviewing various department
26 budgets, making any changes, and holding a vote on the budget at the next Town Council meeting. He
27 said the Council must approve the Town FY2018/2019 Budget by November 15, 2017 and it would then
28 go to the Municipal Budget Committee for review.
29

30 Town Administrator Fournier stated that there was already a change made in the Operating Budget as
31 proposed. He said he had received the guaranteed maximum increase from Health Trust which was
32 actually a decrease of 1.2% resulting in a reduction in Healthcare of \$62,900, a reduction in Sewer of
33 \$12,500, and no change in Water.
34

35 **TOWN FY2018/2019 PROPOSED BUDGET**
36

37 **CAPITAL RESERVE FUND CONTRIBUTIONS**
38

39 Town Administrator Fournier stated that Capital Reserve contributions were money put aside to do
40 various large Capital projects. He said the CIP Committee had requested that a total of \$1,276,654 be

placed in Capital Reserve Funds and that he had recommended \$560,400. He explained that his recommendation had taken into account money already in the funds, and said in actuality he was recommending a total of \$1,052,100 for projects. The projects included: \$146,000 for a dump truck, \$160,000 for a sweeper, Security upgrades at \$15,000, Town Hall furnace \$89,750, Tiger Hose Company building repairs of \$21,500, Town Hall façade work \$38,600, a Police cruiser and radios at \$45,000 each, and a Fire Base Radio at \$20,000. He said at the same time they would be replenishing Capital Reserve Funds for next year.

Town Administrator Fournier next reviewed changes he made to his budget, and said he reduced Public Works from \$156,831 to \$100,000, reduced Buildings & Grounds from \$460,550 to \$100,000, and Roadway Improvements stayed the same at \$135,000. He said Stormwater Management was reduced from \$100,000 to \$50,000, Macallen Dam stayed at \$50,000, Fire Department reduced from \$261,407 to \$50,000, Police Vehicles from \$52,000 to \$26,000, Police Dispatch reduced from \$23,466 to \$10,000, Veterans Memorial stayed at \$2,000, \$10,000 for the Master Plan, eliminated the revaluation and also recommended that the Town hire another consultant to assess utilities. He said there was a \$2,000 contribution to the 300th Anniversary Celebration, \$10,400 for the Library, and \$15,000 for Recreation, all for a total of \$560,400. He said the amount was close to what was withdrawn from the Fund Balance to level out the tax rate, and said the Fund Balance this year was healthier than anticipated at 9%.

Chairman Pike said he would like to go through each line item to make sure he understood the thought process behind the changes. CIP Committee Member Russell Simon said for a long-term plan to make sense it was not just the amount of the contributions year-to-year, and said bringing the Facilities Director onboard would help maintain the buildings. He said Public Works had been reduced from \$156,831 to \$100,000. Chairman Pike said he thought the numbers listed were supposed to reflect what was needed, and Councilor Thompson said that did not take into account what was already in the fund, and understood it was the cost of the project. Town Administrator Fournier said the Town would be appropriating \$306,000 for Public Works projects in the coming year and the Capital Reserve Fund would be replenished by \$100,000 for next year, with \$300,667 already in the fund. He also explained that Police had \$222,259 in Capital Reserves with the cost of a cruiser approximately \$50,000, and said he was cutting the contribution but not the project.

Mr. Simon said that looking at the balances of the Capital Funds was critical, and said the whole Town had slightly under \$4 million in Capital Reserves and a little over 50% in Water and Sewer. Town Administrator Fournier said it was already closer to a little under \$5 million. Mr. Simon stressed that the Town needed to build the Capital Reserve funds yearly to feel comfortable making withdrawals and needed to make replacement contributions. Town Administrator Fournier clarified that there was currently \$65,283 in the Roadway Improvement Fund, but that the \$135,000 contribution brought the total to \$200,000. He said other resources were available for roads besides Capital Reserves, including money from a Highway Block Grant and another reserve fund from the \$.00 fees. He said the Town did approximately \$300,000-\$400,000 in roadway projects yearly.

Vice-Chair Weinstein said she would like more clarification on Building Improvements which currently had approximately \$243,000 in funds, and said she would like to see a plan for ongoing projects. Town Administrator Fournier stated that projects for this year included Security upgrades, Tiger Hose Company

repairs, façade work on the Town Hall, and the Town Hall furnace for a total of \$165,050. He said smaller projects, which should not come from Capital Reserves, would now be covered under a new line item for Operational Repairs.

Chairman Pike said Facilities Director Marles was working on a Building Assessment and longer-range planning which represented a significant amount of work in progress, and asked him to comment on taking Building Improvements from \$360,550 down to \$100,000. Facilities Director Marles explained that some of the projects listed did not fall into what are typically defined as Capital Reserve improvements of over \$50,000, and that they had proposed a new line item for projects under \$10,000 which would drop the total. He said they were also looking at Performance Contracting which might remove the costs completely. He said until the process was completed they would not know exactly what that looked like, but that there would be no impact to the budget or taxpayers. He said he also needed to complete the Facilities Needs Report for all buildings.

Vice-Chair Weinstein said she liked the idea of knowing year-to-year what projects they were going to do. She asked about the Police Department parking lot repairs not listed under the projects, as they were marked urgent by the CIP Committee. Town Administrator Fournier stated that just because the CIP thought it was urgent did not mean he thought it was urgent, and said he could ask the Public Works Director to pave the lot when he was doing another paving project in the area. He said he had to prioritize and look at the impact of the tax rate. Chairman Pike said the project was presented to the Town Council by the CIP Committee as a safety issue.

Town Administrator Fournier said it was the job of each Department Head to advocate for their department, but that his job was to advocate for all the departments and prioritize for the Town while looking at the bottom line of the budget. Chairman Pike said the job of the Town Council was to provide oversight to that. Councilor Bowden asked about a completion time for the Facilities Report, and Facilities Director Marles said he was aiming for an April/May timeframe. He said he had to survey the inside and outside of all buildings and write up a cost analysis for each. He said once it was done it would become a living document which they could update regularly. Councilor Bowden asked about a cost to the Town, and Facilities Director Marles there was no fee on the facilities analysis, but that the costing per job would be listed and would be related to a budget number.

Town Administrator Fournier said that looking at their current Fund Balance at 9.1%, they could add an additional \$250,000 to Capital Reserve Funds without any impact. He recommended adding money to Roadway Improvements and Building Improvements and bringing Stormwater back to \$200,000. Councilor Thompson felt it was good to keep the tax rate as level as possible, and also asked if they could lock in asphalt costs for 2 years from now. Town Administrator Fournier said as soon as the budget was passed they could sign them up for the start of the budget year on July 1, 2018.

Chairman Pike asked if there was a reason to put the money in Capital Reserves rather than the budget, and Town Administrator Fournier said the funds in Capital Reserves stayed there, but funds in the budget would go back to Fund Balance. Chairman Pike asked about eventual bonding for Stormwater, and Town Administrator Fournier they would be bonding as it was a regional project and that it was currently in a holding pattern while it was determined whether DES or EPA would issue the permits. Chairman Pike felt rather than putting more money in Stormwater now, he preferred to put money in Roads. As far as the Macallen Dam Capital Reserve Fund, he said it was now a matter of paying for engineering until they were ready to move forward with a bond. Town Administrator Fournier felt that was about 1 year out.

Chairman Pike moved on to the Fire Department which was reduced from \$261,407 to \$50,000. Town Administrator Fournier said one of the items was the finishing of the second story, and said he and the Fire Chief first had to come up with a plan of what the program would be and then do the project next year. Vice-Chair Weinstein asked if the money currently in the fund was for vehicles and equipment, and Fire Chief Rick Malasky said it was for everything. He said this year they would be purchasing the Volvo Radios due to a special offer from the State, and said there was one more year to go on the lease/purchase of the Air Packs.

Chairman Pike said they had already discussed Police Vehicles, and said there was money available to do what was needed for the next several years. Town Administrator Fournier said he would still like to contribute some funds as they did not know what the cost of a cruiser would be in 4 or 5 years or what equipment they might need, and said there was currently \$222,529 in the fund. Police Chief Kyle True said they tried to rotate one vehicle out every year and purchase a new one. He said there was a system in place to offset the costs of Capital improvements with the Revolving Detail Account, which was usually for purchasing a lower-cost unmarked vehicle.

Chairman Pike said he could not see putting money into an account which looked to have 4 years of funding available. Mr. Simon said that the Town Administrator looked at prioritizing which projects needed to be done this year and also what needed to be done in long-term Capital Reserves to feel comfortable covering the maintenance of assets and replacements. Councilor Kast said it was not clear how to bring those two processes together. Town Administrator Fournier felt they needed to contribute something in order to keep the line item alive and provide funds if needed during the year. Vice-Chair Weinstein felt it should not be changed as it was already cut by half, and said they had Capital Reserve Funds so they could fund projects moving forward. Councilor Finch also agreed that the funding should stay at \$26,000.

Chairman Pike said that Police Dispatch had been reduced from \$23,000 to \$10,000, and Town Administrator Fournier said Dispatch currently had \$182,892. Police Chief True said he was comfortable with the amount. Chairman Pike said all the next funds were small and would not change, and suggested they discuss taking the \$250,000 from Fund Balance. Vice-Chair Weinstein said any money they could put into Roads was a valuable investment for the future. Councilor Thompson said she was not comfortable contributing the entire \$250,000 to Roads and said they should instead pay down the tax rate. Town Administrator Fournier said the policy had changed and Fund Balance could now only be used for one-time purposes like Capital items. Councilor Bowden felt not all the funds should go to roads and suggested also contributing to Building Improvements.

Councilor Finch agreed that roads should be increased but said he wanted to draw attention to waterfront improvements that were needed due to coastal erosion. Chairman Pike said he would need to present a plan for coastal erosion to the CIP Committee next year. Town Administrator Fournier felt some of the money should be put into Building Improvements as they needed to replace the roof at the Public Works building, and recommended \$100,000 or \$125,000 each to Roads and Buildings. The Council agreed to contribute \$125,000 each to Roadway Improvements and Building Improvements. He said that would bring the contribution for Building Improvements to \$225,000, and the contribution to \$260,000 for Road Improvements, increasing the total Capital Reserve contribution by \$250,000.

RECREATION GENERAL

Town Administrator Fournier said that Recreation General saw a reduction of 0.9% for a total of \$201,519. Vice-Chair Weinstein commended Recreation Director Aimee Gigandet for the great job in providing activities for adults as well as children and seniors, and asked about the status of the Splash Pad. Recreation Director Gigandet said that the School Board had approved writing a letter to LWCF where she was trying to apply for a grant, as no grant opportunities had yet been awarded. She said they needed to know whether they could apply for the \$160,000 Matching Grant, otherwise they would need to try to find funding elsewhere.

RECREATION REVOLVING

Town Administrator Fournier stated that Recreation Revolving had increased by 9.55% to \$305,772. He said this budget was offset by revenue and that everything that came in from programming went back into it and the fund was self-sufficient.

The Town Council Workshop recessed at 10:07 am and resumed at 10:16 am.

POLICE DEPARTMENT

Town Administrator Fournier said there was no difference between what the Department Head proposed and what he proposed, and said there was an increase of 0.14% to \$1,340, 280. Police Chief True said the budget was very lean and he only increased 1 or 2 line items. Chairman Pike asked if he was currently in the process of negotiation on his contract. Police Chief True said he was but that it was not factored in. Town Administrator Fournier said the negotiations were still in process and any amount agreed to would be on a Warrant Article as a separate item.

FIRE & RESCUE

Town Administrator Fournier said the Department Head had proposed an 11.6% increase for Fire & Rescue and he had proposed a 3.91% increase to \$391,683. Fire Chief Rick Malasky said the increases were in salaries to try to cover more calls, which increased in volume every year. Town Administrator Fournier said he had reduced Part-Time Salaries to \$160,000 as the exact amount was not known. Vice-Chair Weinstein asked if that represented more hours or more staff. Fire Chief Malasky said it was more hours

216 pay for the Call Department as they were now paying minimum wage to cover the Ambulance. Town
217 Administrator Fournier said this assured that people would be available on weekends to cover Ambulance
218 calls, and said it was also revenue for the Town. Fire Chief Malasky said they had picked up some new
219 people but that it took a year to get them trained and off probation licenses. He said revenues had been
220 higher than anticipated this year.

221
222 Chairman Pike said Training & Development was underspent in 2017 with a budget of \$18,000, and was
223 now budgeted at \$20,000. Fire Chief Malasky said he was worried about salaries and could not provide
224 training until the new budget cycle. Vice-Chair Weinstein asked about the increased calls and Fire Chief
225 Malasky said it was mostly frequent callers who wanted ambulance transportation to the hospital which
226 they did not necessarily need. Councilor Thompson asked where they were with Dispatch regarding
227 Newfields and whether there was a potential dollar amount for those revenues. Fire Chief Malasky said
228 that Town Administrator Fournier was handling that, and Town Administrator Fournier said he was coming
229 up with figures now for the best price to charge.

231 **PUBLIC WORKS ADMINISTRATION**

232
233 Town Administrator Fournier said that Public Works Administration had increased 6.5% to \$458,611, with
234 the majority of the increase in Salaries and an increase in General Supplies. Public Works Director Malasky
235 said he had had to freeze the budget last year due to overages on salt, overtime, trucks, etc. and he was
236 trying to budget this year for a normal winter. Councilor Thompson asked how that increased Fulltime
237 Salaries by \$10,000. Finance Director Lisa Ambrosio said a person was being shared with Water & Sewer
238 and that the MRI plan was to have that person work fulltime for Public Works. Town Administrator
239 Fournier said they had planned that even earlier because of the Wastewater Treatment Plant. He said
240 Public Works Director Malasky had asked for \$65,000 for Overtime and he had reduced it to \$50,000.

242 **ROADWAYS & SIDEWALKS**

243
244 Town Administrator Fournier said Roadways & Sidewalks had received a 2.48% increase to \$376,370. He
245 said he had reduced the requested \$80,000 for Sidewalk Construction to \$45,000 and Asphalt from
246 \$175,000 to \$155,000, and felt adding the \$125,000 to the Roadway Improvement Capital Reserve Fund
247 would easily make up for that. Vice-Chair Weinstein asked what sidewalks would be done and Public
248 Works Director Malasky said he would be finishing Bennett Way and making repairs to cracked concrete
249 sidewalk panels. Town Administrator Fournier said there was also \$45,000 in this current fiscal year.
250 Councilor Bowden asked about Winter Salt with \$121,242 spent in 2017, and asked if the \$85,000
251 budgeted would be enough. Public Works Director Malasky said the rate had gone up to \$2.20/ton for
252 this year.

254 **STREET LIGHTING**

255
256 Town Administrator Fournier said there had been a minimum increase in rates of 2.04% to \$50,000. He
257 said he was not sure what savings the Town might see with LED lighting, but that some of the savings
258 would go back to pay for them and they would not see a drop.

BRIDGES

Town Administrator Fournier said that \$10,000 had been requested for Bridges which he reduced back to \$4,000. Public Works Director Malasky said the money would be used for guardrail repairs. He said guardrails would be added to a culvert on Langs Lane and there was a spot on Ham Street which also needed some work. Chairman Pike asked if he had enough money to do both repairs and Public Works Director Malasky said he did not. Town Administrator Fournier said if there was money in another line item he could take it from there.

VEHICLES

Town Administrator Fournier said Vehicles had been reduced by 2.58% to \$189,000.

SOLID WASTE

Town Administrator Fournier said Solid Waste had seen an increase of 15% to \$534,130. He said it was a revolving fund that did not cover its own costs, but that some of it was offset by money received from bags. He said the increase was a result of the new contract with Casella Waste Systems. Vice-Chair Weinstein asked how much was offset by revenues and Finance Director Ambrosio said she would look into it and provide the information at the next meeting. Town Administrator Fournier said they were becoming stricter in reinforcing recycling criteria.

BUILDINGS & GROUNDS

Town Administrator Fournier said that Buildings & Grounds had increased 22.17% to \$666,980, with the majority due to the new line item for Operational Repairs & Replacements of \$75,000. Facilities Director Marles said there was an increase in the projections for Oil reflected in those line items. He said he added the facility at Beech Street Center \$2,100, increased Town Hall Maintenance from \$13,000 to \$14,500, and said the Community Center had gone up from \$11,000 to \$13,900. He said he added a line for Bandstand Maintenance of \$1,500, Hand Tub Maintenance was \$500, and Stormwater Inspections \$6,500 to cover the increase in inspections which would be required as the Town moved into MS4 permitting.

Operational Repairs & Replacements – Facilities Director Marles explained that this was the fund being set up to cover smaller repairs that did not fall into the \$50,000 Capital items or the \$10,000 equipment items. Vice-Chair Weinstein said she loved the idea but would like to see an implementation plan in place and a list of projects. Town Administrator Fournier said this would replace his coming to the Council for unexpected repairs and making withdrawals from Capital Reserves.

Councilor Thompson said she was not comfortable with the \$75,000 amount and felt \$30,000 or \$40,000 was more reasonable, as well as a better plan of how things would fold in as Facilities Director Marles completed his assessment. Councilor Finch also felt the amount should be reduced to \$40,000 or \$50,000. Chairman Pike asked the value of all the buildings the line item was supposed to cover. Facilities Director Marles said he did not have the totals yet, but said some of the items included adding fire detection to

the Beech Street Center, Tiger Hose repairs and maintenance, Police Department parking lot repairs, and interior painting of the Public Library which totaled approximately \$65,000 for just those items.

Chairman Pike said that as a percentage of the value of the Town the amounts were pretty small, and said the idea was to move away from using Capital Reserves for those projects. He said he was concerned that if the amount was too small and the fund would not be able to do what it was intended to do. Town Administrator Fournier suggested setting the figure at \$40,000 and figure out this year what was needed to fund it adequately. The Council voted to leave the figure for Operational Repairs at \$75,000.

CEMETERY

Town Administrator Fournier stated that Cemetery was down 3.49% to \$36,800.

WATER & SEWER

Water: Town Administrator Fournier said the budget for Water was actually reduced 4.16% to \$1,090,493 due to a change in the healthcare status of an employee, and a contribution was also made to Capital Reserves. Water & Wastewater Superintendent Sean Greig said that the \$364,000 transferred to Capital Reserves came from drinking water users. Chairman Pike asked about the Tucker Well and Water & Wastewater Superintendent Greig said they were currently evaluating the costs of bringing the MacIntosh Well up to treatment, the cost to do the Tucker Well, and working with Underwood Engineers to put a full plan together for the Water Main replacements. He said despite being in a drought again, the Bennett/Sewell Wells were better than ever and the Town water supply was in great shape.

Sewer: Town Administrator Fournier said there had been a reduction in Sewer of 0.36% to \$2,174,545 thought the department request had been for an increase of 0.21%. Chairman Pike brought up the nitrogen reduction in the area, and Water & Wastewater Superintendent Greig said the reduction was huge with a reading last month of 5 mg/L versus approximately 40 mg/L last year. He said that this month they had averaged 3.97 mg/L, and said the process at the Plant was working very well. Chairman Pike said though it was too early to see the impact on the eel grass, it was good to see clearer water in Great Bay, and said the economic impact of losing eel grass was huge in terms of saltation.

Town Administrator Fournier said the plan was to hold an open house at the new Wastewater Treatment Plant for the public to visit and see the operation.

TOWN COUNCIL

Town Administrator Fournier said the Town Council budget increased 8.07% to \$20,750 to reflect the actual cost of the Recording Secretary.

TOWN ADMINISTRATOR

Town Administrator Fournier said the Town Administrator budget increased 0.46% to \$193,750. He said this reflected the change in Equipment Maintenance as well as changes in Fulltime Salaries.

FINANCE

Town Administrator Fournier said the Finance budget had increased 12.25% to \$255,650 due to an increase in audit fees and the lease for the new Financial Software system. Chairman Pike asked which company they would be using for the software, and Town Administrator Fournier said it was Tyler/Munis and was on the agenda for a first reading at the next meeting. He said Munis was the most comprehensive and worked well with other systems, and he was recommending a lease/purchase as the cost of the system was huge. Finance Director Ambrosio said they would be adding a third package for Motor Vehicles, which Munis did not have.

Councilor Thompson asked about the line item for Budget Committee Expenses at \$600. Town Administrator Fournier said he would take that line out. Councilor Thompson also questioned \$300 for Dues & Subscriptions and \$600 for Equipment Maintenance. Town Administrator Fournier said the Dues & Subscriptions were different now due to a GFOA membership, and said the equipment was copiers and printers for payroll. Councilor Thompson asked about reducing Audit expenses and Finance Director Ambrosio said it was a contracted price and that they also needed to do an Actuarial Study for \$2,500-\$3,000.

Chairman Pike asked if the software was the same as the School, and Town Administrator Fournier said it was the same company but that one was municipal and the other was for schools. Councilor Bowden asked about Communication Services, and Finance Director Ambrosio said it was an allocation with a piece also charged to IT. Vice-Chair Weinstein asked about sharing more personnel in the future. Town Administrator Fournier said it was his intention that if any vacancies came up he would review what the School might need at the same time. Councilor Kast said that often software had the potential to streamline those kinds of things, and Finance Director Ambrosio said the focus was to make it more efficient.

Town Administrator Fournier said with the elimination of the \$600 for Budget Committee Expenses, the increase for Finance would now be 11.86% at \$254,750.

HUMAN RESOURCES

Town Administrator Fournier said the proposed Human Resources budget was an increase of 1.31% to \$1,649,999, but with the change in Healthcare it dropped to \$1,587,099 or a decrease of 2.55%. Chairman Pike said the School had a tough time reviewing some of its HR-related policies, and Town Administrator Fournier said he would be coming up with a master list and would have the Town Attorney review it to make sure Town policies were up-to-date.

BUILDING SAFETY

Town Administrator Fournier said the Building Safety budget increased 9.96% to \$77,777. He said Dues & Subscriptions reflected the Building Inspector's actual training and that the Part-time Salary was his salary. He said the Fulltime Salary was shared with Planning.

TOWN CLERK/TAX COLLECTOR

Town Administrator Fournier said there was an increase in the Town Clerk/Tax Collector budget of 12.62% to \$189,800 due to more elections next year.

WELFARE

Town Administrator Fournier said there was a decrease in Welfare of 12.65% to \$31,080. He said the Town was not cutting services but using the money differently. Vice-Chair Weinstein said though Welfare had been decreasing yearly there was an increase in families requesting assistance at the Food Pantry, and felt perhaps the need was being met elsewhere. Town Administrator Fournier said it was being provided through other non-profit organizations. Vice-Chair Weinstein said she wanted to make sure those organizations were being supported through volunteerism or donations.

ASSESSOR

Town Administrator Fournier said the Assessor budget increased 2.29% to \$71,640, and was just contractual for services and software.

LEGAL

Town Administrator Fournier said the Legal budget had increased 6.25% to \$85,000 and was also contractual. He said the Town had seen a great savings with the retainer of a Town Attorney.

PLANNING

Town Administrator Fournier said Planning increased 3.13% to \$130,170. He said he had taken out Contracted Services but that the money was used for Planning Board research. He said DOT cut their funds, but said there was a huge savings compared to hiring a private contractor. Councilor Finch asked about the Postage line item for \$2,500 when only \$1,037 was spent the previous year. Town Administrator Fournier said it was an estimate and that some came back as revenue.

CONSERVATION COMMISSION

Town Administrator Fournier stated that there was no change to the \$2,000 budget for the Conservation Commission.

ECONOMIC DEVELOPMENT

Town Administrator Fournier said he left Economic Development at \$2,500 and there was no change to their budget. Councilor Thompson asked if it could be reduced as actuals spend in 2017 were only \$1,200. Town Administrator Fournier said that was not their actual cost and said the amount paid to consultants

was put in the Town Administrator line and was reflected in that budget. He said this was not going to cover marketing and he would find the money for that in the bottom line.

DEBT SERVICE

Town Administrator Fournier said Debt Service was down 4.15% to \$120,063.

INFORMATION TECHNOLOGY (IT)

Town Administrator Fournier said the IT Budget increased 23.49% to \$211,745 and said it reflected the other portion of the implementation of the new Software System. Vice-Chair Weinstein asked if there were plans for New Equipment/Miscellaneous Equipment as there was no contribution to the IT Capital Reserve Fund. Town Administrator Fournier said he had asked the IT Director to come up with a plan to use the current Capital Reserve Funds of approximately \$35,000.

Vice-Chair Weinstein asked about software replacements. Town Administrator Fournier said everything was going into the Cloud which was web-based and the money was for replacing networks and larger hardware. Chairman Pike asked where the money for the Security System would come from and Town Administrator Fournier said from Dispatch and partially from Technology.

GRANTS

Town Administrator Fournier said the budget for Grants had increased 4.88% to \$64,500. He said the largest increase was \$7,000 for Festival Support to bring back a Newmarket Festival/Home Day. He said Newmarket Senior Citizens had requested no funds this year. He said they made a deal with COAST that if the Town was under a certain amount of money they would only have to commit a maximum of \$21,000.

SOCIAL SERVICE GRANTS

Town Administrator Fournier stated that there was an 18.7% increase in Social Services Grants to \$51,400, and he had reduced the \$58,000 requested. He explained that the increase was due to 3 new agencies: Cross Roads House for the homeless, New Generation Home also for homeless, and One Sky Community Services for the disabled. Chairman Pike felt it was a sort of balance to the drop in Welfare.

Councilor Thompson asked about Rockingham County Nutrition and Town Administrator Fournier said that was for the Meals on Wheels program. Councilor Thompson questioned a few other line items, and asked about the \$10,000 for Lamprey Health Center. Town Administrator Fournier said they provided a service but also got \$80,000 in free taxes, and Councilor Thompson felt the tax breaks were enough. Councilor Kast asked about Area Homeowners which went from zero last year to \$5,000 this year, and Town Administrator Fournier said they missed the submission deadline last year. Vice-Chair Weinstein said she supported Lamprey Health, and Councilor Kast asked for more clarification.

Town Administrator Fournier explained that Lamprey Health Center was a large facility in Town which did not pay property taxes, and he said there were questions about whether or not they were really non-

profit under the law. He said the Town was giving them \$80,000 in non-taxes and they asked for \$10,000 in addition. He said he cut it from the budget last year and at the Town Meeting the money was back in as the result of a Petition Warrant Article. Vice-Chair Weinstein said her understanding was that the money went to transportation. Town Administrator Fournier polled the Council and it was agreed to leave the \$10,000 for Lamprey Health Center in the budget.

PUBLIC LIBRARY

Town Administrator Fournier said the Library budget was down 0.56% to \$315,184. He said he did not touch their budget and it automatically went forward as his recommendation. Councilor Kast asked about the interior wall painting and repairs which was in the CIP, and Town Administrator Fournier said the Library was also part of the CIP. Councilor Finch asked about Building Maintenance costs for 2017 of \$105,590. Town Administrator Fournier said they were having issues with their roof and said the Council did not monitor the separate line items of the Library, only the bottom line. He said they also had their own reserves.

Chairman Pike felt since the Council had no authority to change the individual line items it seemed unlikely anything would be done to the budget. Councilor Thompson said the Town made this donation they should have some say over how the money was spent. She said that some funds were not used for the purposes allocated in the past and said the Library needed to be responsible stewards of the funds.

Library Director Carrie Gadbois arrived and Chairman Pike said that one councilor was looking to cut a bit on their grant but not yet to a specific amount. Councilor Thompson explained that when the Town gave a grant like this in good faith that it would be used for the purposes outlined, it was a breach of trust to use the funds for other purposes. Town Administrator Fournier explained that significant pay increases were made last year for Library employees.

Library Director Gadbois said they spent \$5,000 for 4 part-time personnel to raise their salaries closer to surrounding communities. She said the Newmarket Library was run with only 3.2 fulltime equivalents. She said the money in Building Maintenance did not go toward the raises and that the money was already in the Part-time Salaries line item. She said the money moved from Building Maintenance into Salaries was the result of hiring a cleaning person for 15 hours/week, as they no longer contracted that out. She then provided a comparison of fulltime staff equivalents for surrounding communities, and said they could not go lower or a person would be working alone.

Councilor Bowden asked what the difference of \$82,590 spent in 2017 under Building Maintenance was used for. Library Director Gadbois said it was used for the boiler which had failed and was leaking. She said they had the money in their reserve fund but it had to come out of the fiscal year line item with the intent that they would go over at the end of the year. Town Administrator Fournier explained that they had to show it as an expense in the Library budget, but that the decrease to the Library Reserve Fund did not show here. He said after their grant was drained the remainder would go into the Library Fund Balance.

Finance Director Ambrosio said the Library had \$15,000 in Fund Balance but still owed money to their General Fund because they over-expended. She said there was a transfer of \$63,900 covered by the Trust Funds but they still owed \$21,000 at the end of the year and had plans to repay. Vice-Chair Weinstein said she had noticed an increase in programming last year, and said the Library was a vital part of their Town. Chairman Pike said the Facilities Director had looked over the Library building, and asked the Director if she thought he might be helpful in the future. Library Director Gadbois said she definitely felt he would be a huge help. She said though their major projects were mostly done, the Facilities Director had found small improvements that needed to be made.

Town FY2018/2019 Bottom-Line Budget

Town Administrator Fournier told the Council that while they increased spending by the increased contributions to Capital Reserve Funds, revenues had increased at the same time. He said his total Proposed Budget for FY2018/19 was \$11,859,931 or an increase of 2.98%, and the Council Approved Budget was \$12,042,731 or an increase of 4.57%. He said his Net Town Appropriation was \$4,862,275 and the Council approved a total net appropriation of \$4,795,075 to raise taxes on. He stated that using today's numbers the tax rate would be \$6.39/1,000 or an increase of \$0.26.

Town Administrator Fournier said at the meeting on October 18, 2017 he would ask for an amendment to the budget resolution to change the final numbers. He said the Council would vote up or down and their recommendation would go to the Budget Committee for approval.

ADJOURNMENT

Chairman Pike adjourned the Town Budget Workshop Session at 12:03 pm.

Respectfully submitted,

Patricia Denmark, Recording Secretary

1
2
3
4
5
6 **TOWN OF NEWMARKET, NEW HAMPSHIRE**
7 **TOWN COUNCIL REGULAR MEETING**

8 **November 1, 2017 7:30 PM**

9 **TOWN COUNCIL CHAMBERS**
10
11

12 **PRESENT:** Council Chairman Dale Pike, Council Vice Chairman Toni Weinstein, Councilor Amy Thompson,
13 Councilor Gretchen Kast, Councilor Kyle Bowden, Councilor Amy Burns, Councilor Casey Finch
14

15 **ALSO PRESENT:** Town Administrator Steve Fournier
16

17 **AGENDA**
18

19 Chairman Dale Pike welcomed everyone to the November 1, 2017 Newmarket Town Council Meeting and
20 called the meeting to order at 7:32 pm, followed by the Pledge of Allegiance.
21

22 **PUBLIC FORUM**
23

24 Chairman Pike opened the Public Forum at 7:33 pm.
25

26 Monica Christofili provided an update on starting a Rights Based Ordinance (RBO) in Newmarket. She
27 handed out materials with background on CELDF and its mission, on Chemical Trespass with regard to
28 blocking chemicals coming into waterways, and a history of Community Rights work in New Hampshire.
29 She also distributed a flyer for the We the People documentary on CELDF shown on Mindful Monday this
30 past September at the Stone Church and a CELDF newsletter about the connection between CELDF and
31 NHCRN.
32

33 Ms. Christofili stated that CELDF was a non-profit public-interest law firm intent on protecting the rights
34 of people and nature via a Rights Based recognized initiative. She said there were concerns that it should
35 be taken to the State level which was why NHCRN was formed. She said the groups supported each other,
36 with CELDF concentrating on helping communities develop Rights Based Ordinances and NHCRN mostly
37 focused on State legislative level education. She said as a result of this year's education, Newmarket
38 Representative Ellen Read was sponsoring an amendment to the State Constitution to recognize the right
39 to self-government.
40

Ms. Christofili said she was now a member of the NHCRN Board and said the last packet contained information about the amendment. She said she could be contacted by email for more information, and said the goal was to set up an RBO in Newmarket for which they would gather signatures and it would go to a Town vote. Vice-Chair Weinstein said she appreciated her efforts and felt it was incredibly valuable information.

Chairman Pike closed the Public Forum at 7:38 pm.

PUBLIC HEARING – None

TOWN COUNCIL TO CONSIDER ACCEPTANCE OF MINUTES

Acceptance of the Minutes of the Non-Public Session of October 18, 2017

Vice-Chair Weinstein made a motion to approve the minutes of the Non-Public Session of October 18, 2017, which was seconded by Councilor Kast.

Town Administrator Fournier polled the Council and the minutes of the Non-Public Session of October 18, 2017 were approved by a vote of 7-0.

Acceptance of the Minutes of the Regular Meeting of October 18, 2017

Vice-Chair Weinstein made a motion to approve the minutes of the Regular Meeting of October 18, 2017, which was seconded by Councilor Bowden.

Councilor Finch made a correction to line 280, page 7 to add: "could *not* be flipped to rentals".

Town Administrator Fournier polled the Council and the minutes of the Regular Meeting of October 18, 2017 were approved as amended by a vote 7-0.

REPORT OF THE TOWN ADMINISTRATOR

Town Administrator Fournier first gave a **Storm Update** for the October 29-30th storm. He said as of 5:45 pm this evening there were still 337 customers without power, and Eversource estimated they would finish by tomorrow evening. He said New Road and Exeter Road were closed at the height of the storm. He said he wanted to commend Public Works, the Police Department, and the Fire Department as well as the crews still out working, and thank the community for their patience.

Town Administrator Fournier explained that **Trick or Treat** had been postponed by Police Chief True until tonight as they were unsure how much electricity they would get back and there was also a large youth event taking place last night.

Town Administrator Fournier stated that the New Hampshire Department of Revenue had set the **Property Tax Rate** for the fiscal year ending June 30, 2018 for the Town of Newmarket at \$26.73. He said

it was an increase over last year of \$1.28/1,000 of assessed valuation or a 5% increase. He said the Town portion decreased \$0.11 from \$6.24-\$6.13 or -2%, the Local School increased \$1.36 from \$15.72 to \$17.08 or +9%, the State School decreased by \$0.01 from \$2.40 to \$2.39 or - 0.4%, and the County increased \$0.04 from \$1.09 to \$1.13 or +3.6%. He said the Town Clerk/Tax Collector had prepared the bills which she would be sending out shortly and would be due on December 5, 2017.

Councilor Thompson said at some point this year there was some discussion around why we are paying the County, specifically for Dispatch, and asked if there had been any progress on that. Town Administrator Fournier said he had discussed this with Salem, Portsmouth, and Derry but would have to restart the process this year.

Town Administrator Fournier provided an update on **Road Paving** and said crews were currently out shimming and getting ready to finish all Downtown side roads. He said Beech Street Extension and Elm Street needed to be aware that paving would begin soon.

COMMITTEE REPORTS

Vice-Chair Weinstein said the *Budget Committee* had met last week to finalize the schedule for the coming season, and had also talked about CIP. She said the *Energy & Environment Committee* would be meeting next Monday November 6, 2017 at 7 pm.

Chairman Pike said he attended a program yesterday on septic systems in Great Bay which Town Planner Diane Hardy also attended. He said the technology in septic systems was changing quite a bit, and there would be an effort to bring health back to Great Bay and determine whether new septic system technology will be needed. He said the other focus of the meeting was on educating the public.

Chairman Pike stated that the *Macallen Dam Study Committee* meeting would be held tomorrow.

OLD BUSINESS

ORDINANCES AND RESOLUTIONS IN THE 2ND READING

Resolution #2017/2018-17 Approval of the Fiscal Year 2019 Budget Submitted to the Town Council by the Town Administrator on October 15, 2017

Vice-Chair Weinstein made a motion to approve Resolution #2017/2018-17 Approval of the Fiscal Year 2019 Budget Submitted to the Town Council by the Town Administrator on October 15, 2017, which was seconded by Councilor Burns.

Town Administrator Fournier said he also needed a motion to amend the resolution to the following numbers: General Fund \$7,622,607, Special Revenue Funds \$1,155,086, and Enterprise Funds \$3,265,038 for a total budget of \$12,042,731.

Vice-Chair Weinstein made a motion to amend *Resolution #2017/2018-17* to the above numbers, which was seconded by Councilor Burns. Town Administrator Fournier polled the Council and the motion to amend *Resolution #2017/2018-17* was approved by a vote of 7-0.

Town Administrator Fournier informed the councilors that the outcome of the vote on the resolution as amended would reflect the Council recommendation on the Ballot. Vice-Chair Weinstein explained that the amendment made to the resolution reflected the changes made by the Town Council at the October 28th Workshop Meeting on Saturday.

Town Administrator Fournier polled the Council and *Resolution #2017/2018-17 Approval of the Fiscal Year 2019 Budget Submitted to the Town Council by the Town Administrator on October 15, 2017* was approved as amended by a vote of 7-0.

ORDINANCES AND RESOLUTIONS IN THE 3RD READING – None

ITEMS LAID ON THE TABLE

***Resolution #2015/2016-52** Authorizing the Designation of a Portion of Route 152 as an Economic Recovery Zone.* (This Resolution is tabled from the June 15, 2016 Council Meeting pending Planning Board action.)

NEW BUSINESS /CORRESPONDENCE

TOWN COUNCIL TO CONSIDER NOMINATIONS, APPOINTMENTS AND ELECTIONS – None

ORDINANCES AND RESOLUTIONS IN THE 1ST READING

***Resolution #2017/2018-18** Resolution Authorizing the Town Administrator to enter into an Agreement with Tyler/Munis for Integrated Municipal Financial Software and to enter into an Agreement with Interware to provide for an Updated Motor Vehicle Module not part of the Tyler/Munis Software Package*

Chairman Pike read *Resolution #2017/2018-18 Resolution Authorizing the Town Administrator to enter into an Agreement with Tyler/Munis for Integrated Municipal Financial Software and to enter into an Agreement with Interware to provide for an Updated Motor Vehicle Module not part of the Tyler/Munis Software Package* in full.

CORRESPONDENCE

Scoutmaster D. Robert Sargent – Re: Eagle Scout Dominic Joseph Scarponi

Town Administrator Fournier read the correspondence to the Town Council and the Town Administrator from Scoutmaster D. Robert Sargent II regarding the promotion of Dominic Joseph Scarponi to the rank of Eagle Scout. A letter or certificate of achievement from the Town acknowledging the promotion was

requested, and Town Administrator said he would send a certificate on behalf of the Town, signed by the Council Chairman on behalf of the Council.

Vice-Chair Weinstein said she received an email from a resident about the Heron Point closing. Town Administrator Fournier said he had received a letter from the Conservation Commission requesting permission to contact Legal Counsel to try to reignite the discussion with the Board of the Homeowners Association and was moving forward with that at this time.

CLOSING COMMENTS

Chairman Pike asked about the scheduling of the November 15th meeting, and Town Administrator Fournier said they had decided they would not hold the meeting. He said he preferred to be present at the discussion of the Software and would be out of town on that date.

NEXT MEETING: The next Regular Town Council Meeting will be held on December 6, 2017

ADJOURNMENT

The meeting was adjourned at 7:57 pm.

Respectfully submitted,

Patricia Denmark, Recording Secretary



TOWN OF NEWMARKET, NEW HAMPSHIRE
OFFICE of the TOWN ADMINISTRATOR

REPORT OF THE TOWN ADMINISTRATOR
December 6, 2017

Deliberative Session and Town Election: I have consulted with the Town Clerk and Superintendent of Schools. We are scheduling Deliberative Session for Saturday February 3, 2018, here at Town Hall. Election Day will be Tuesday March 13 also at the Town Hall.

School Renovation: RSA 674:54 states that schools need to notify the governing body and planning board on substantial change in use or a substantial new use of their property. The Town Council and Planning Board can then issue non-binding comments on the plans. The Planning Board has provided a curtesy review of the plans. I asked the Town Attorney to review the law to determine if renovations are a substantial change. He and I both felt that they are not. It is not as though they were building a new building or changing the purpose of a building.

Macallen Dam/GZA: GZA, the Town's contracted engineering firm will be present this evening to present a report on their findings including renderings.

ONGOING PROJECTS

***This section will not be reported on orally to the Town Council at the meeting, but will use this as a chance to update on any developments in ongoing projects. ***

Town Hall Renovations: The renovations are continuing. We have completed the offices on the front of the building and will be moving to the Town Council Chambers shortly.

Energy Performance Contracting: We have interviewed companies and should have a recommendation to the Town Council shortly.

LED Lighting: Lights are being installed.

NHDOT v Town of Newmarket: The Town has answered the State's request for summary judgement; we are waiting for the judge to rule.

Respectfully Submitted,

Stephen R. Fournier
Town Administrator



GZA GeoEnvironmental, Inc.



Public Presentation Macallen Dam: Stability Analysis and Conceptual Design of Remedial Alternatives

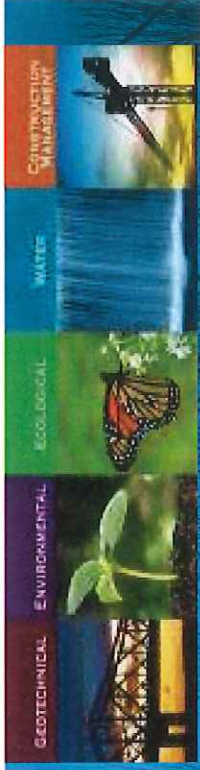


Newmarket Town Council
Wednesday, December 6
7:00 pm

Proactive By Design.
Our Company Commitment



AGENDA



1. Background and Project History
2. Alternatives Analysis
3. Gate Automation Analysis
4. Dam Appurtenances Repairs and Rehabilitation
5. Conceptual Alternatives and Renderings
6. Preferred Alternative
7. Moving Forward (Next Steps)

Project Partners: Dam Study Committee, Town of
Newmarket, NHDES



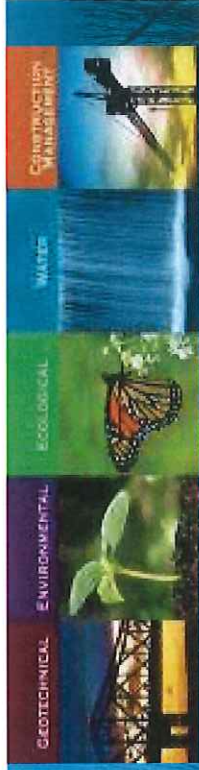
TASKS AND SCHEDULE



Task No.	Activity Description	Aug-17				Sep-17				Oct-17				Nov-17				Dec-17			
		1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4
1	Project Kick-Off Meeting/Initial Consultation																				
2	Engineering Analyses (Stability, Design, Hydraulics)																				
3	Submit Summary Report to Town and NHDES																				
4	Coordination with NHDES Dam Safety Bureau																				
5	Action Plan																				
6	Coordination Meetings and Public Presentation																				
7	Emergency Action Plan Update																				
8	Operations & Maintenance Response Form Update																				
9	Gate Automation Analysis																				



BACKGROUND: LETTER OF DEFICIENCY (LOD)



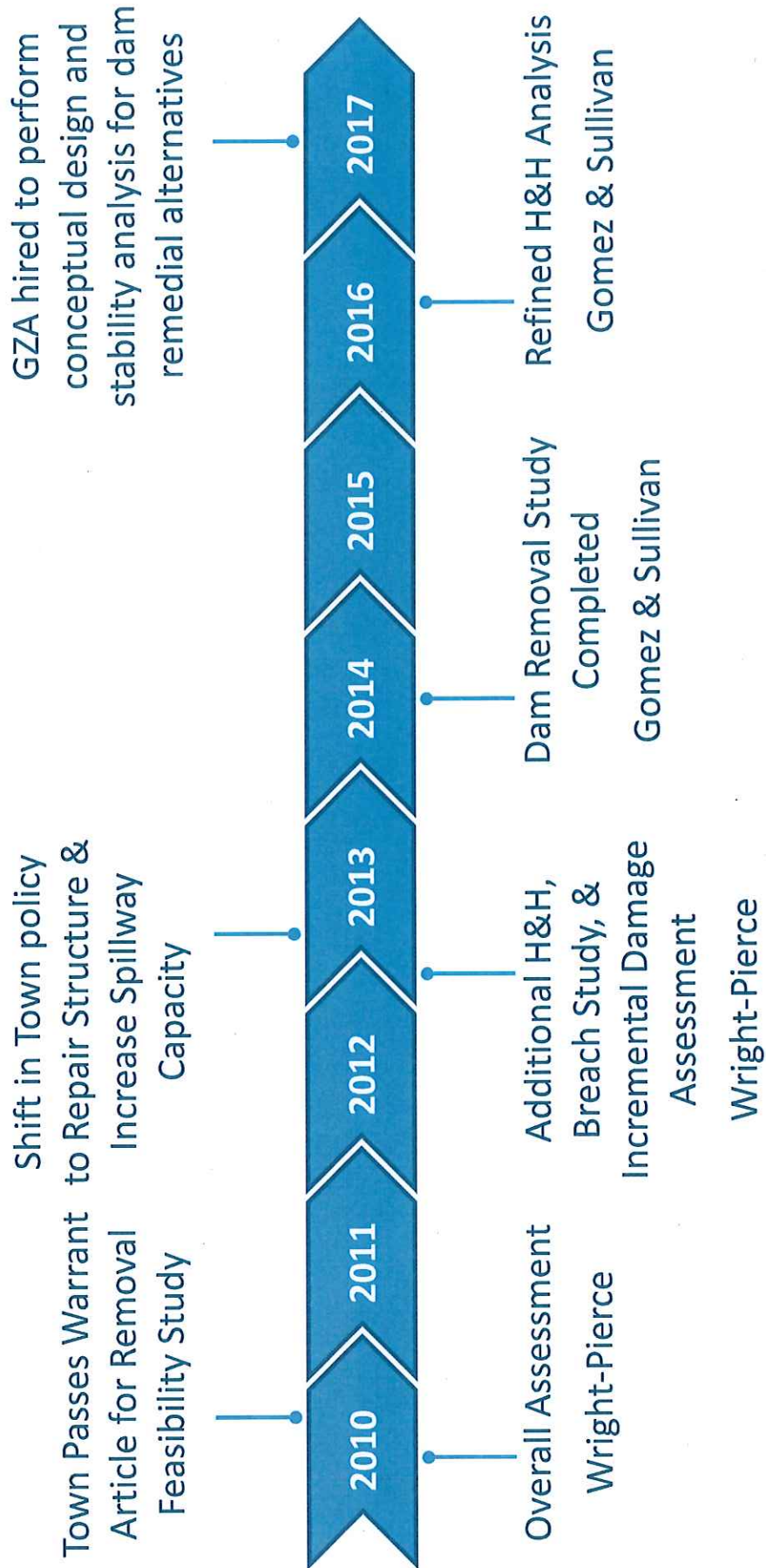
- Fill, seed, mulch right side embankment
- Remove & Structurally patch concrete:
 - Left abutment gate structure / piers
 - Left side upstream training wall
- Investigate and repair right side training wall
- Submit permit, plans, and specifications for Rehabilitation of Dam
- Compete reconstruction/repair of Dam



Multiple LODs in past decade



BACKGROUND: PREVIOUS STUDIES





OBJECTIVE AND PURPOSE



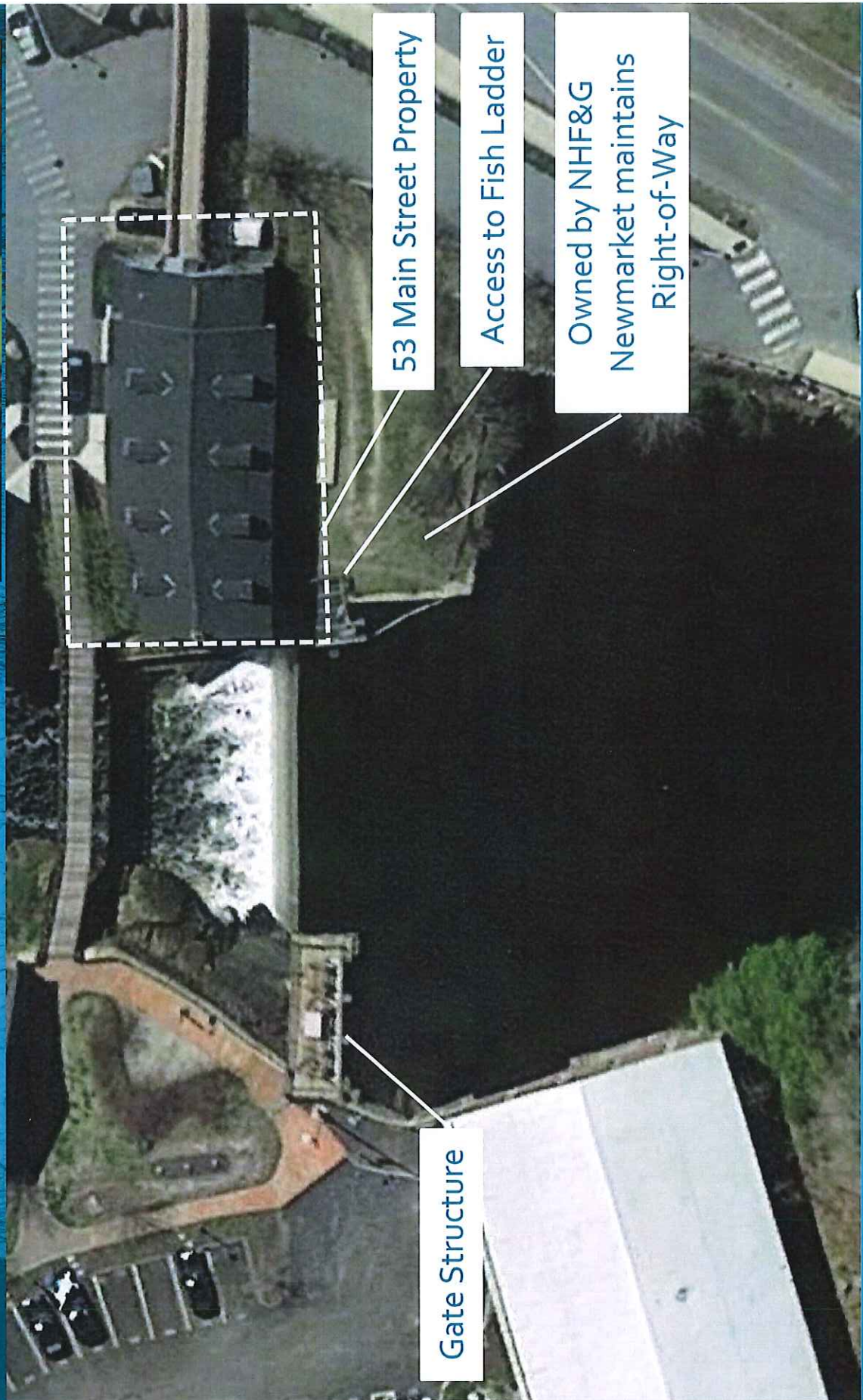
Objective: Develop concepts which bring the dam into compliance with NHDES Dam Bureau's Discharge Capacity requirements.

Purpose: Design dam rehabilitation concepts that:

- Enhance the safety of the dam
- Maintain the upstream impoundment
- Improve compliance with NH dam safety regulations
- Minimize aesthetic impacts



PROPERTY / SITE ACCESS





CONCEPTUAL ALTERNATIVES

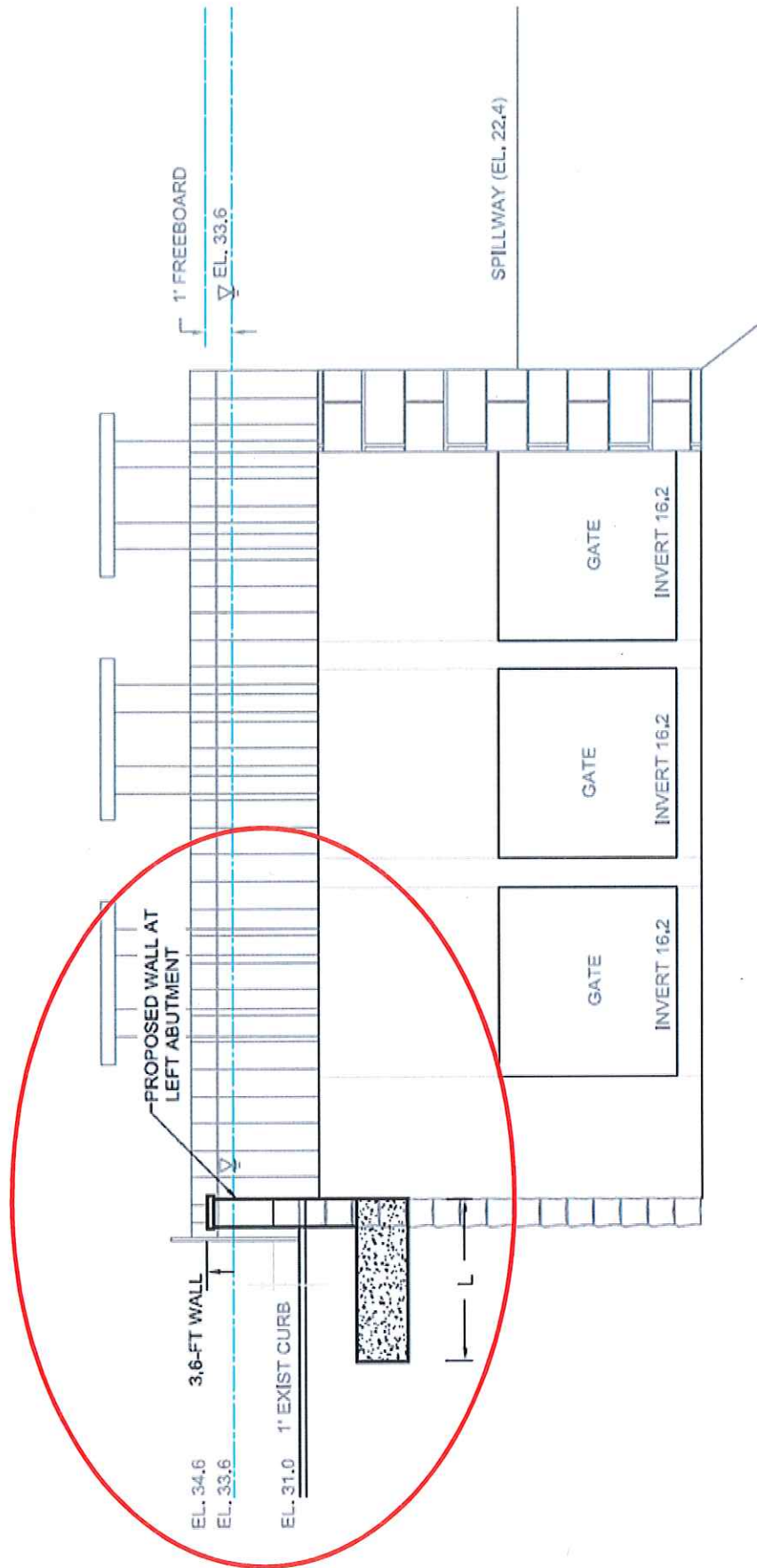


Raising Abutment Walls

- Option 1: 4' Left Abutment Wall; 6' Right Abutment Wall; No Fill
- Option 2: 4' Left Abutment Wall; 4' Right Abutment Wall; 2' Fill
- Option 3: 4' Left Abutment Wall; 2' Right Abutment Wall; 4' Fill

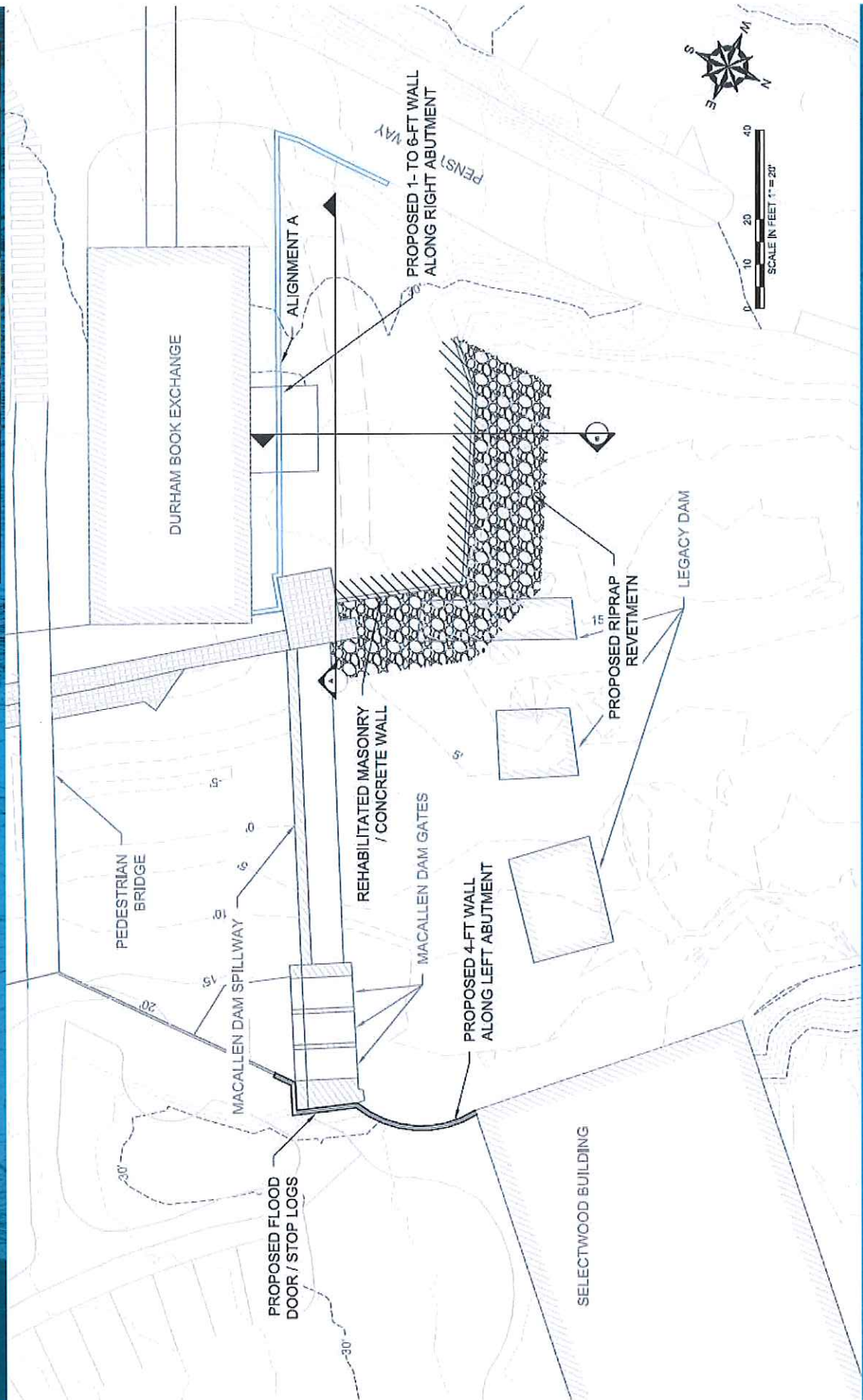
Wall Alignments (Right Abutment)

- Alignment A: Offset 6' from Warehouse
- Alignment B: Offset 25' from Warehouse
- Alignment C: Offset 35' from Warehouse (Along Masonry Wall)



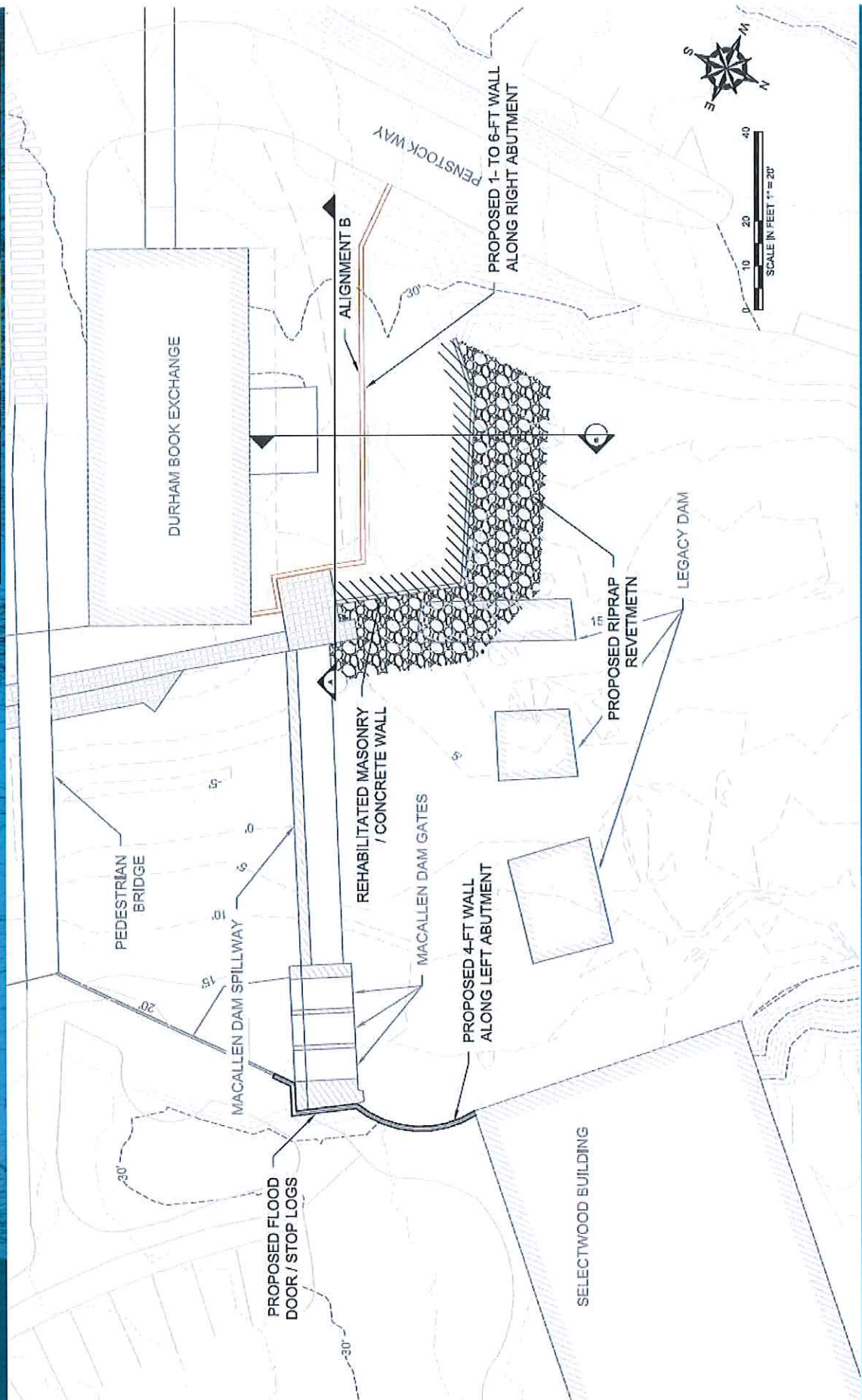


ALIGNMENT A



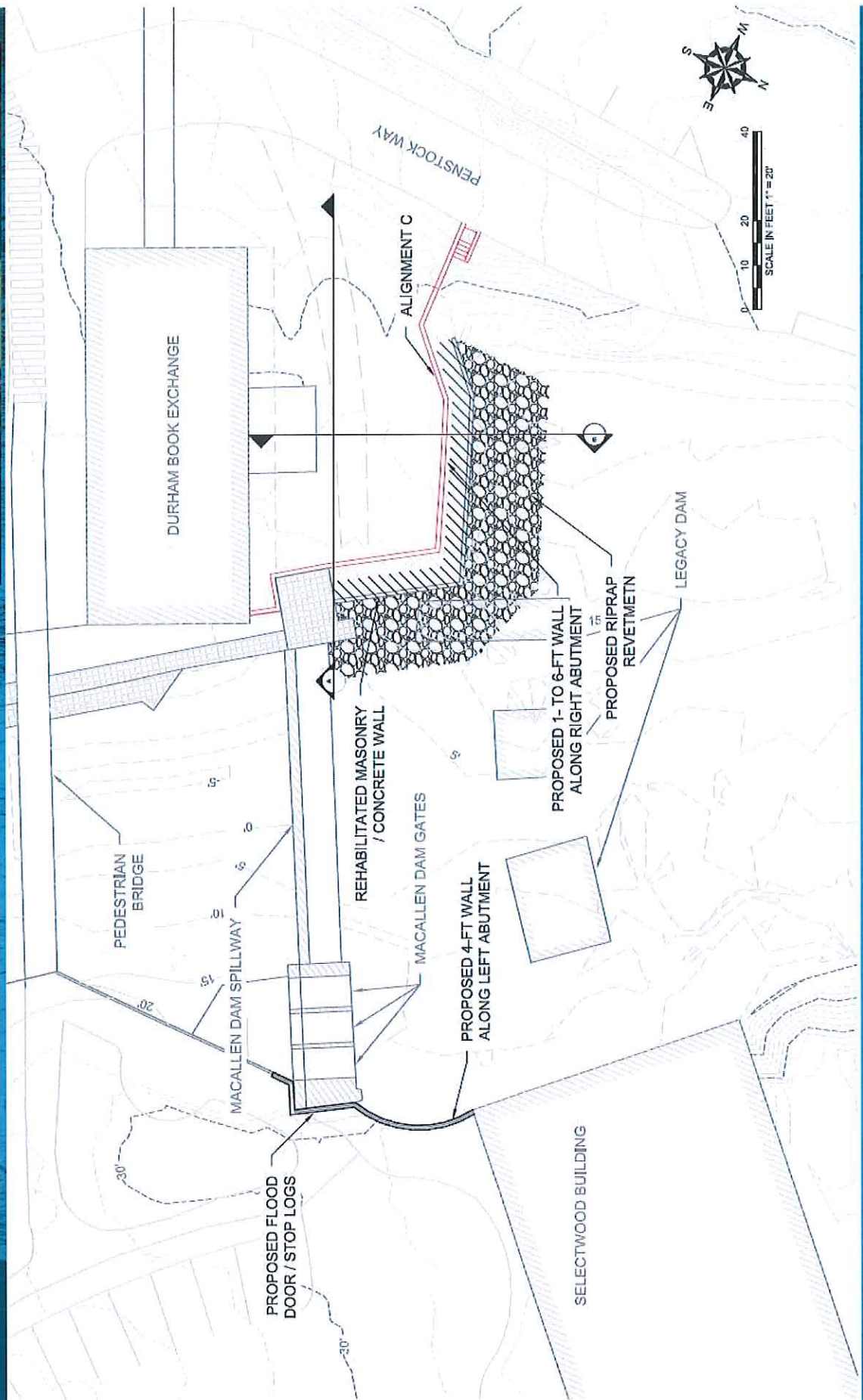


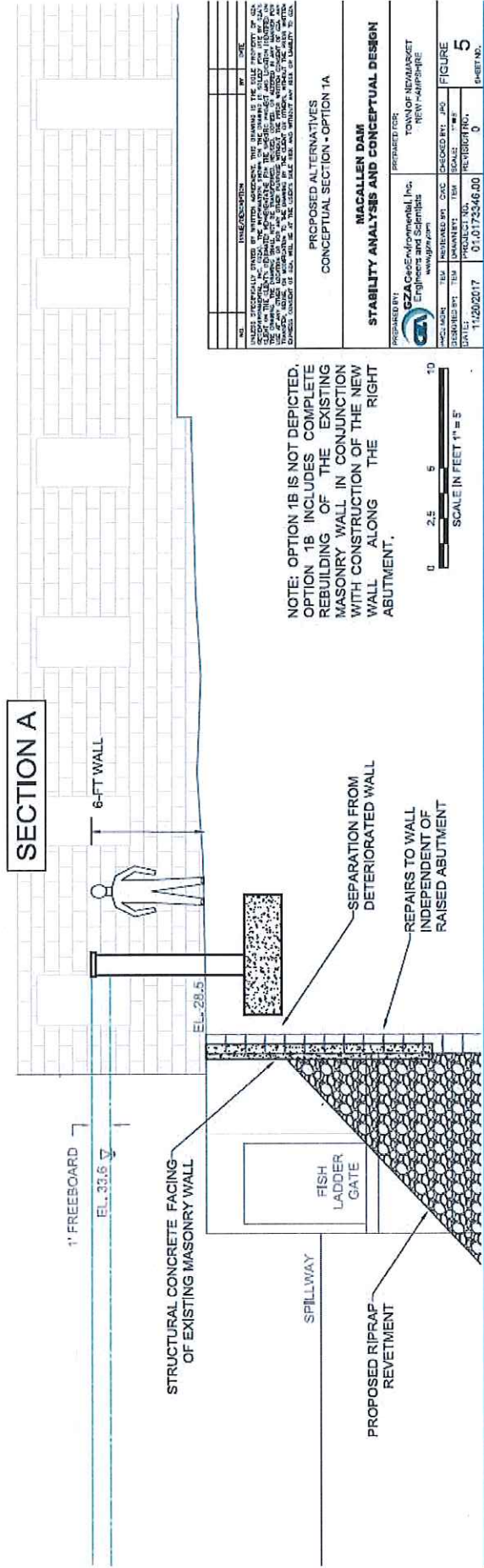
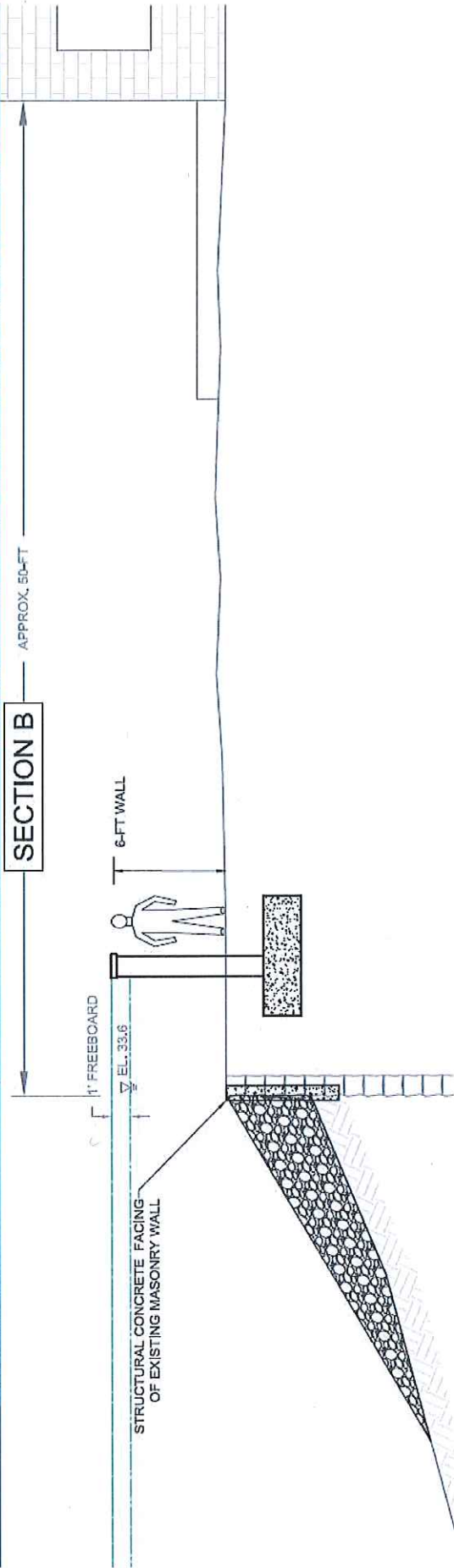
ALIGNMENT B





ALIGNMENT C





NOTE: OPTION 1B IS NOT DEPICTED. OPTION 1B INCLUDES COMPLETE REBUILDING OF THE EXISTING MASONRY WALL IN CONJUNCTION WITH CONSTRUCTION OF THE NEW WALL ALONG THE RIGHT ABUTMENT.

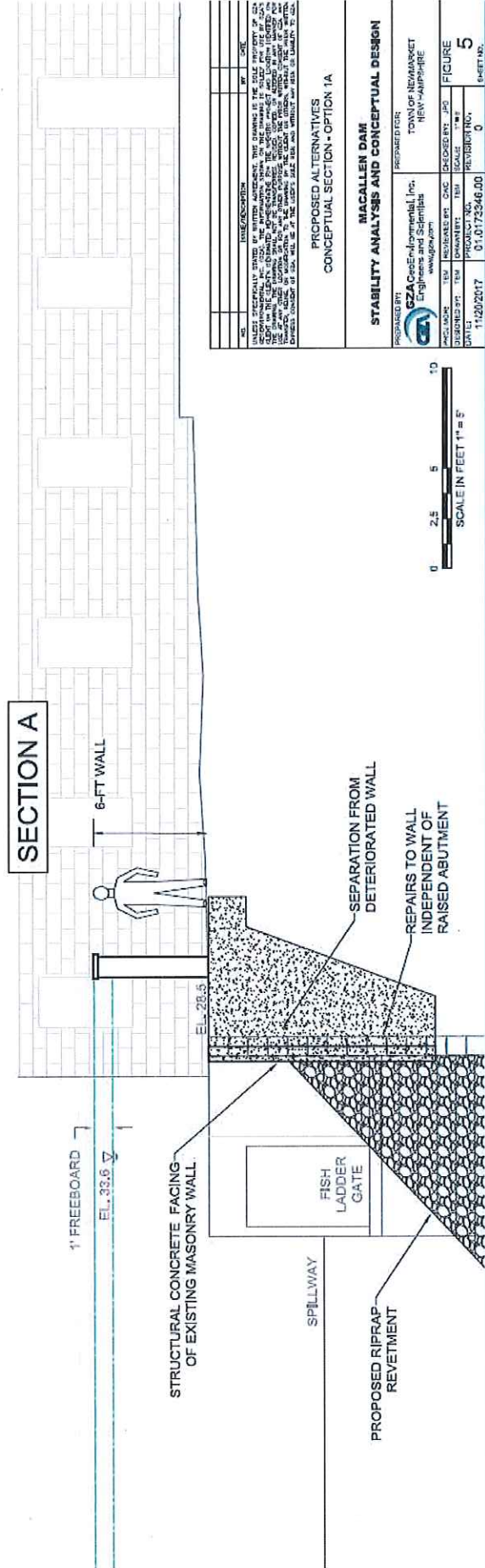
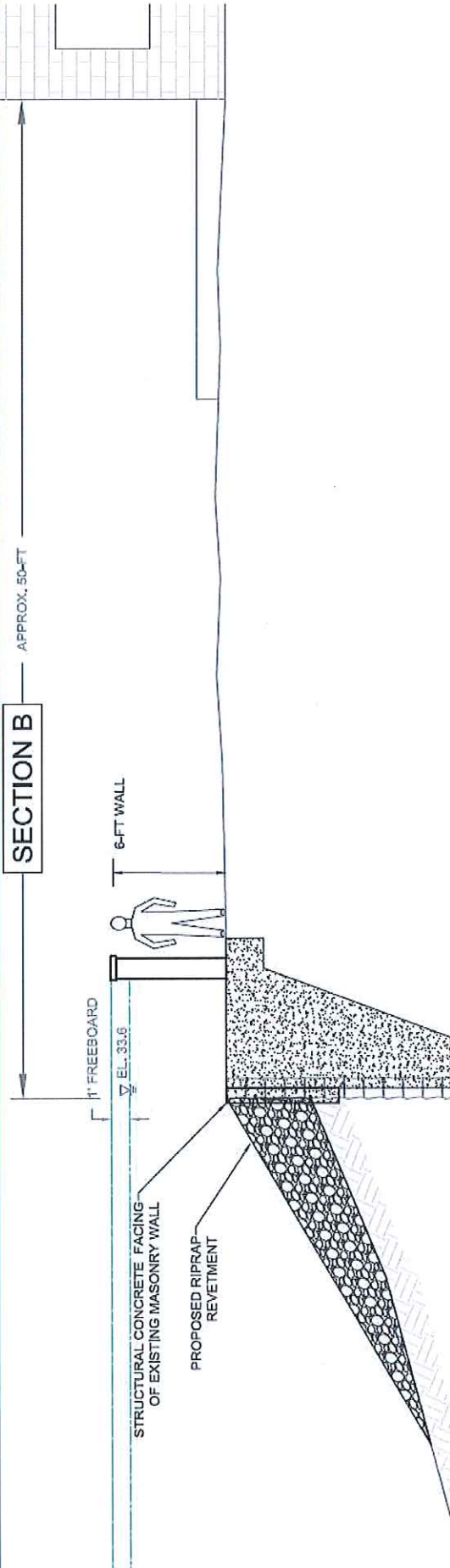
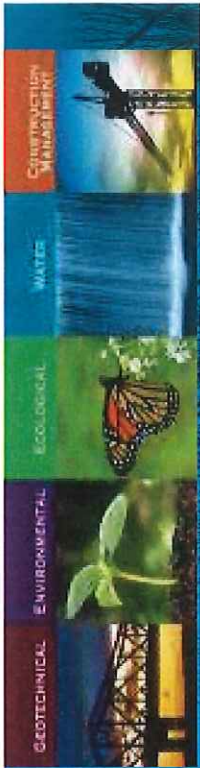


NO.	DESCRIPTION	BY	DATE
1	PROPOSED ALTERNATIVES		
2	CONCEPTUAL SECTION - OPTION 1A		
3	STABILITY ANALYSIS AND CONCEPTUAL DESIGN		
4	MACALLEN DAM		
5	FIGURE		
6	SHEET NO.		

PREPARED BY	DESIGNED BY	CHECKED BY	DATE
GZA	GZA	GZA	11/20/2017
PROJECT NO.	PROJECT NAME	PROJECT LOCATION	PROJECT SHEET
01-0173346.00	MACALLEN DAM	NEW HAMPSHIRE	5
11/20/2017	01-0173346.00	0	

PROPOSED BY	DESIGNED BY	CHECKED BY	DATE
GZA	GZA	GZA	11/20/2017
PROJECT NO.	PROJECT NAME	PROJECT LOCATION	PROJECT SHEET
01-0173346.00	MACALLEN DAM	NEW HAMPSHIRE	5
11/20/2017	01-0173346.00	0	

6' WALL - REPLACE, NO FILL

[illegible]

PROPOSED ALTERNATIVES CONCEPTUAL SECTION - OPTION

MACALLEN DAM
STABILITY ANALYSES AND CONCEPTUAL DESIGN

PREPARED FOR:

TOWN OF NEWMARKET
NEW HAMPSHIRE

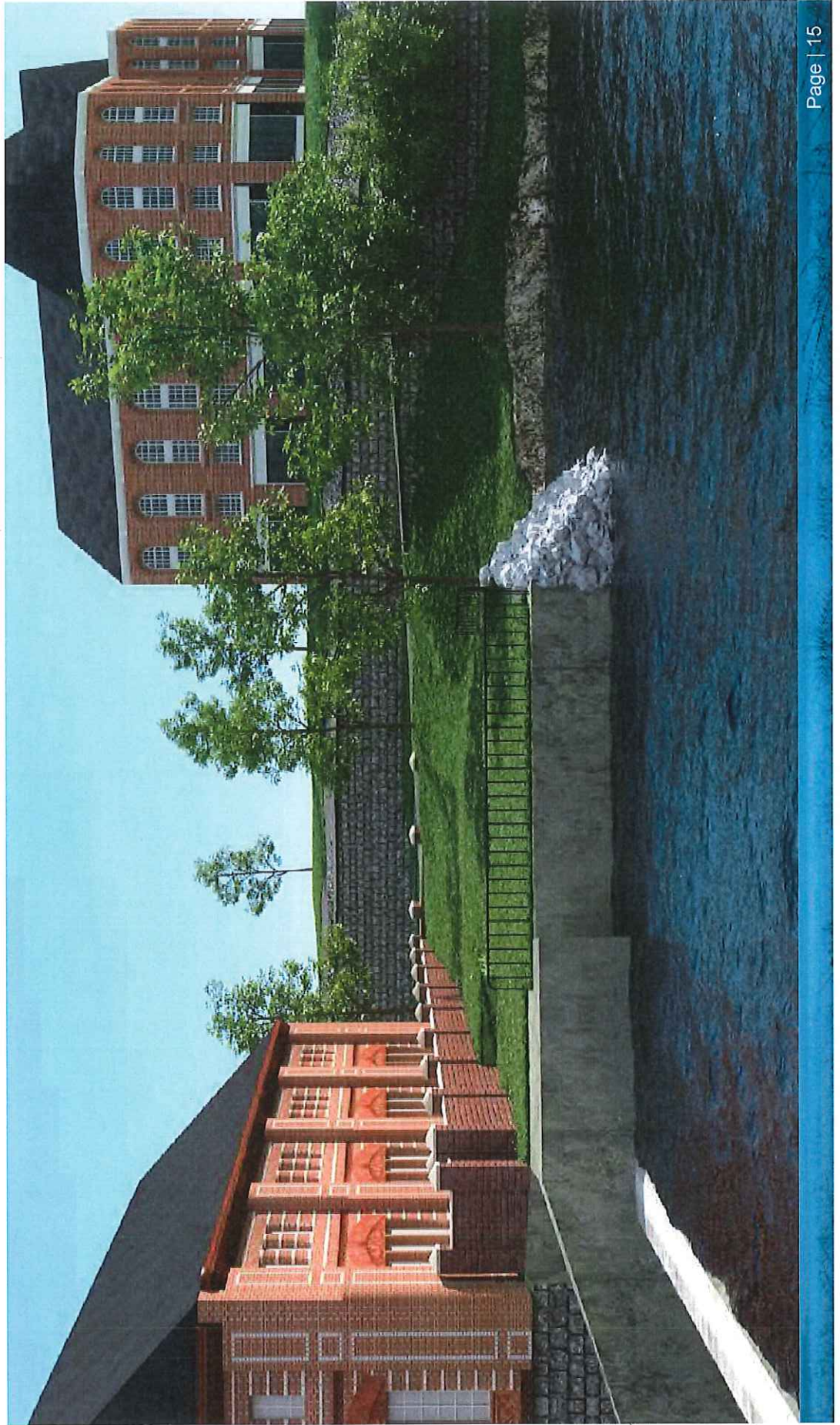
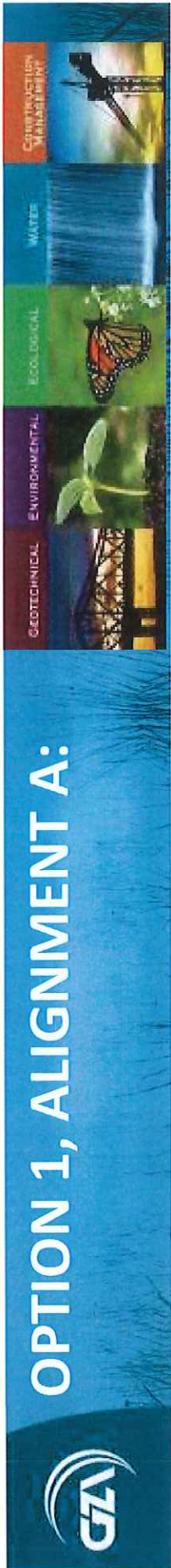
30/11/13	Def: IN
----------	---------

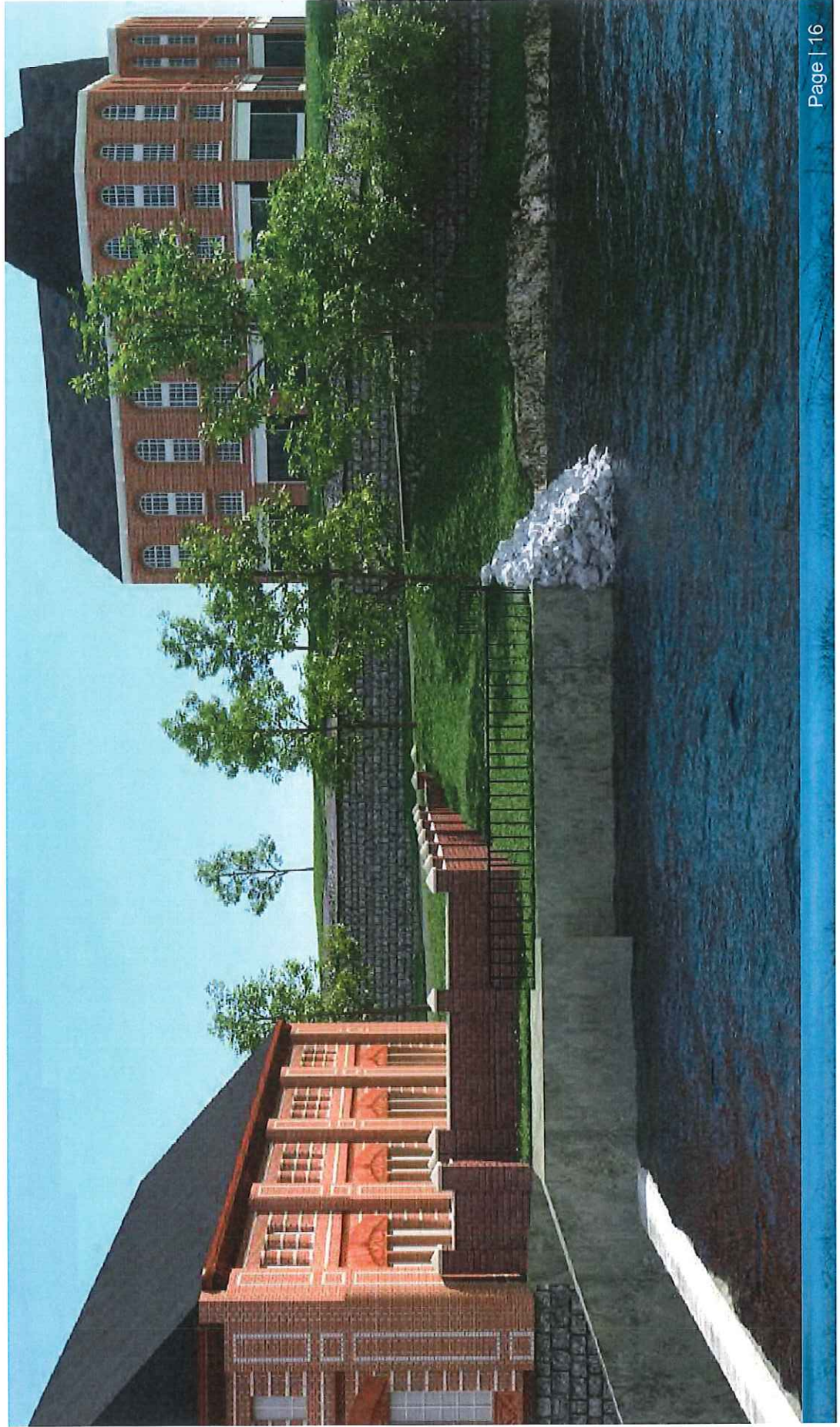
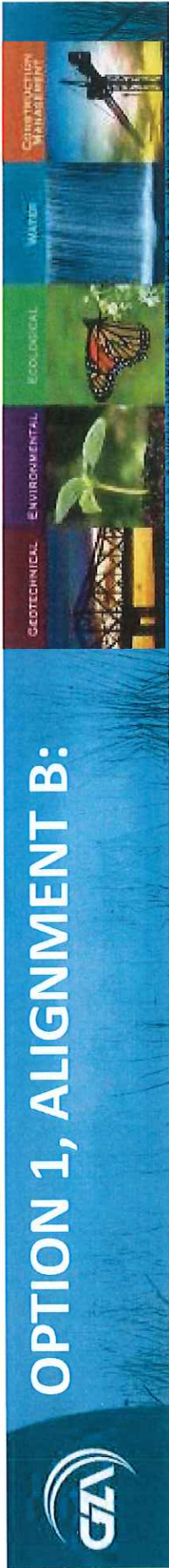
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
---	---	---	---	---	---	---	---	---	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	-----

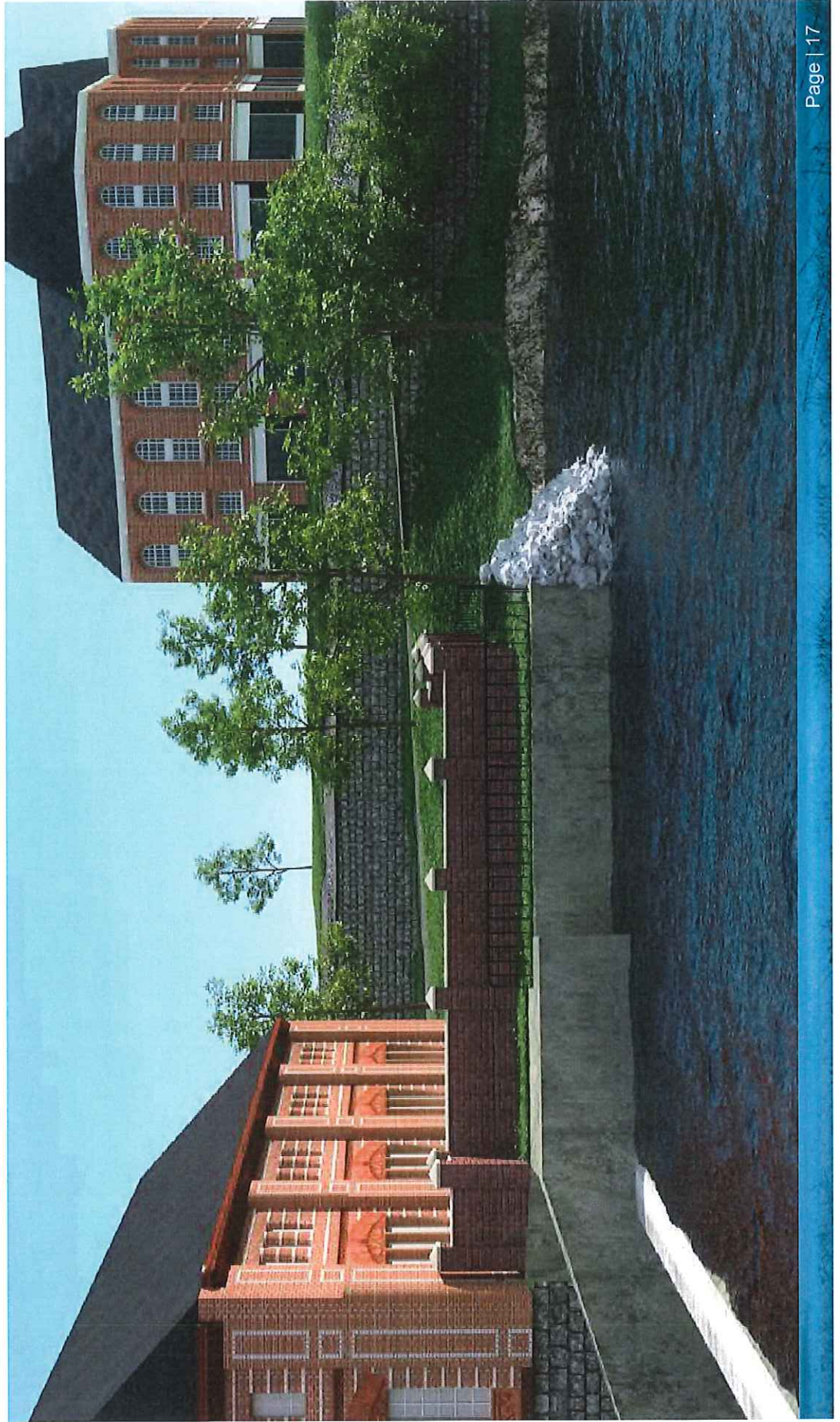
0
SHEET NO.

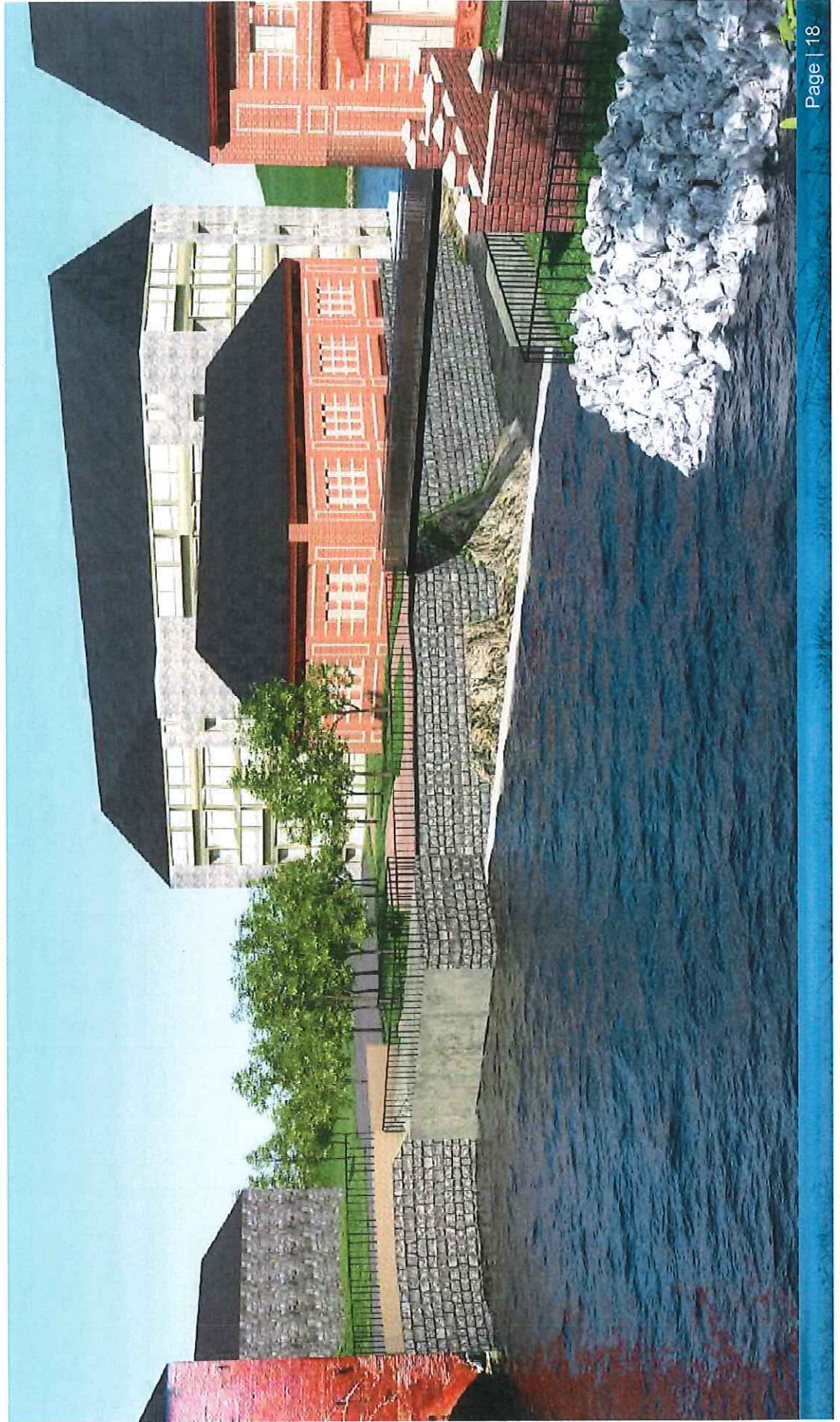
Dec 14

Page | 14

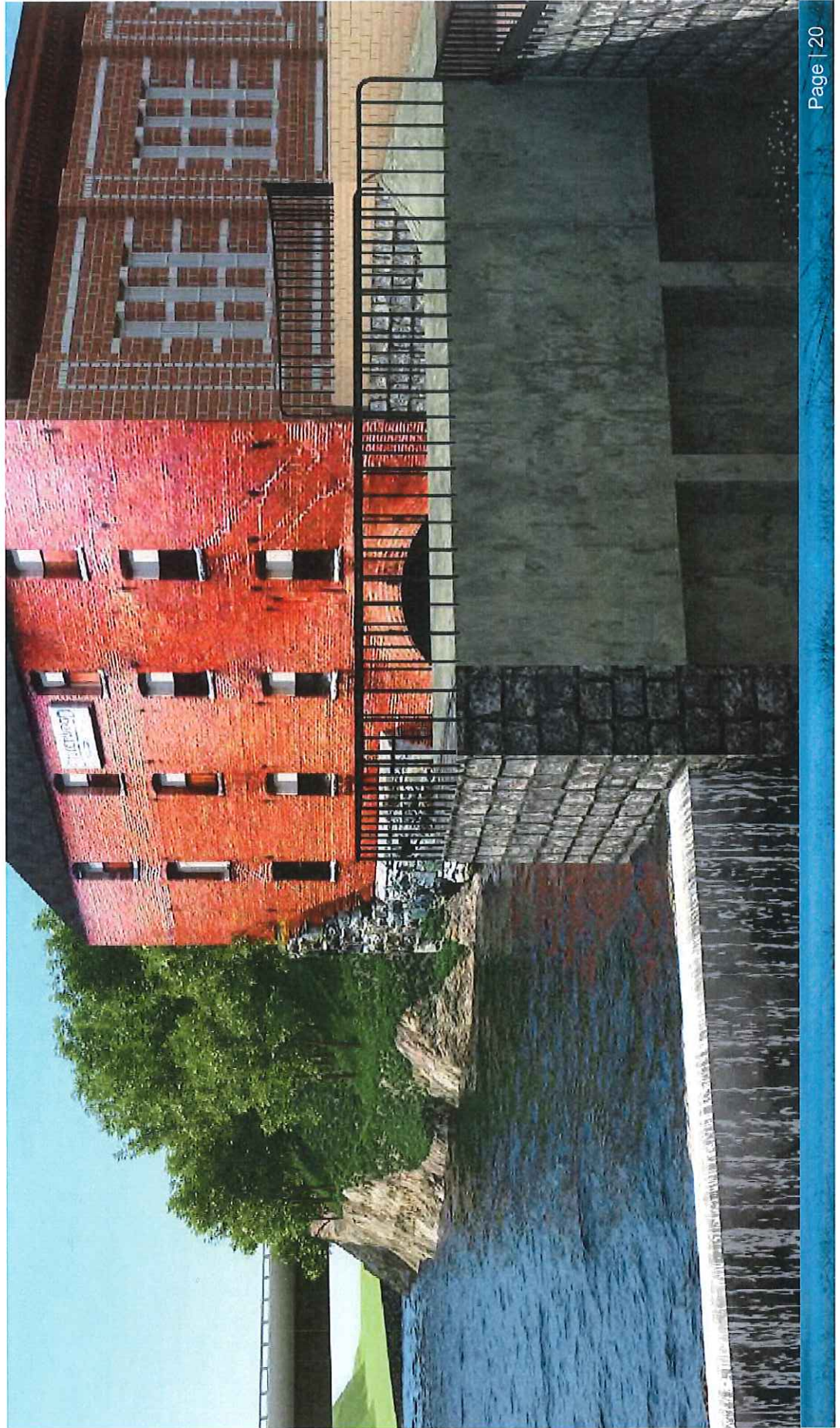


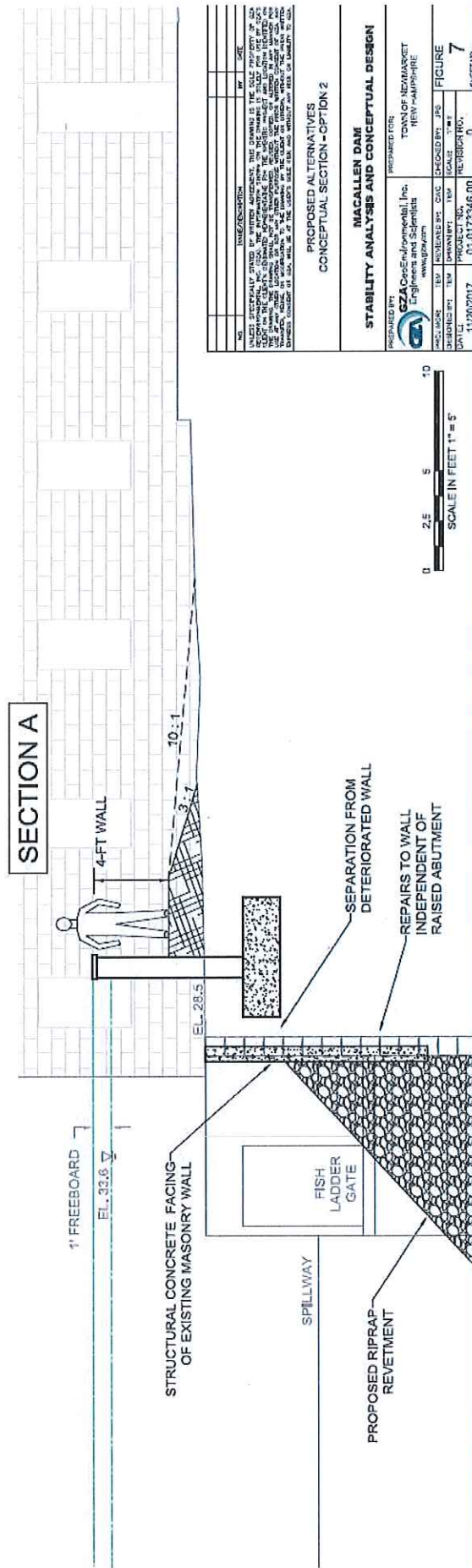
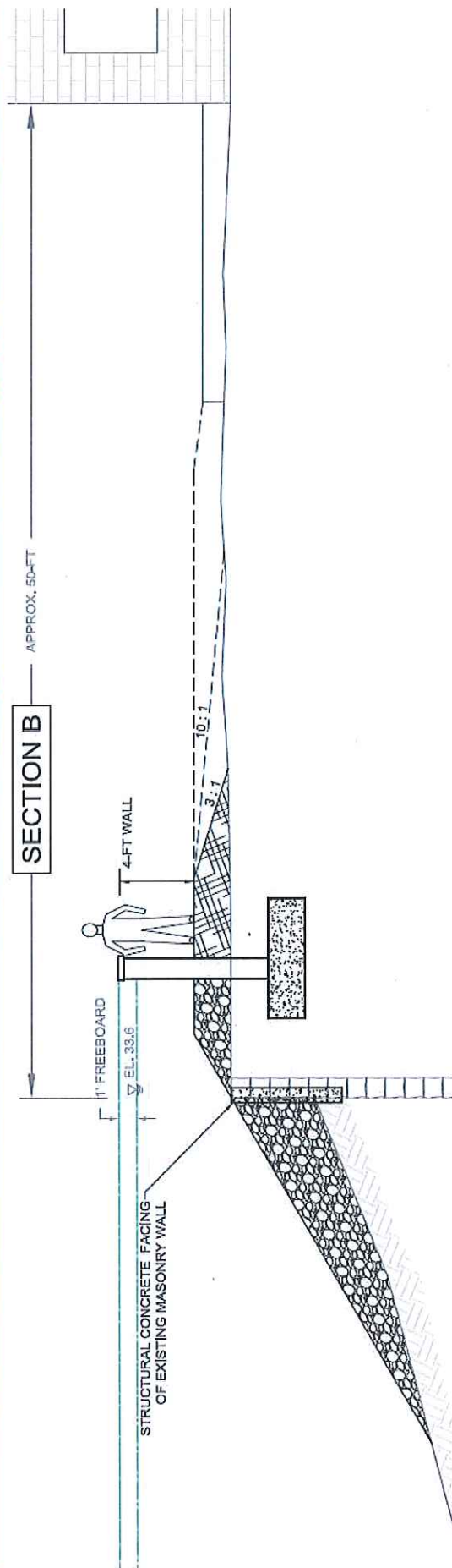


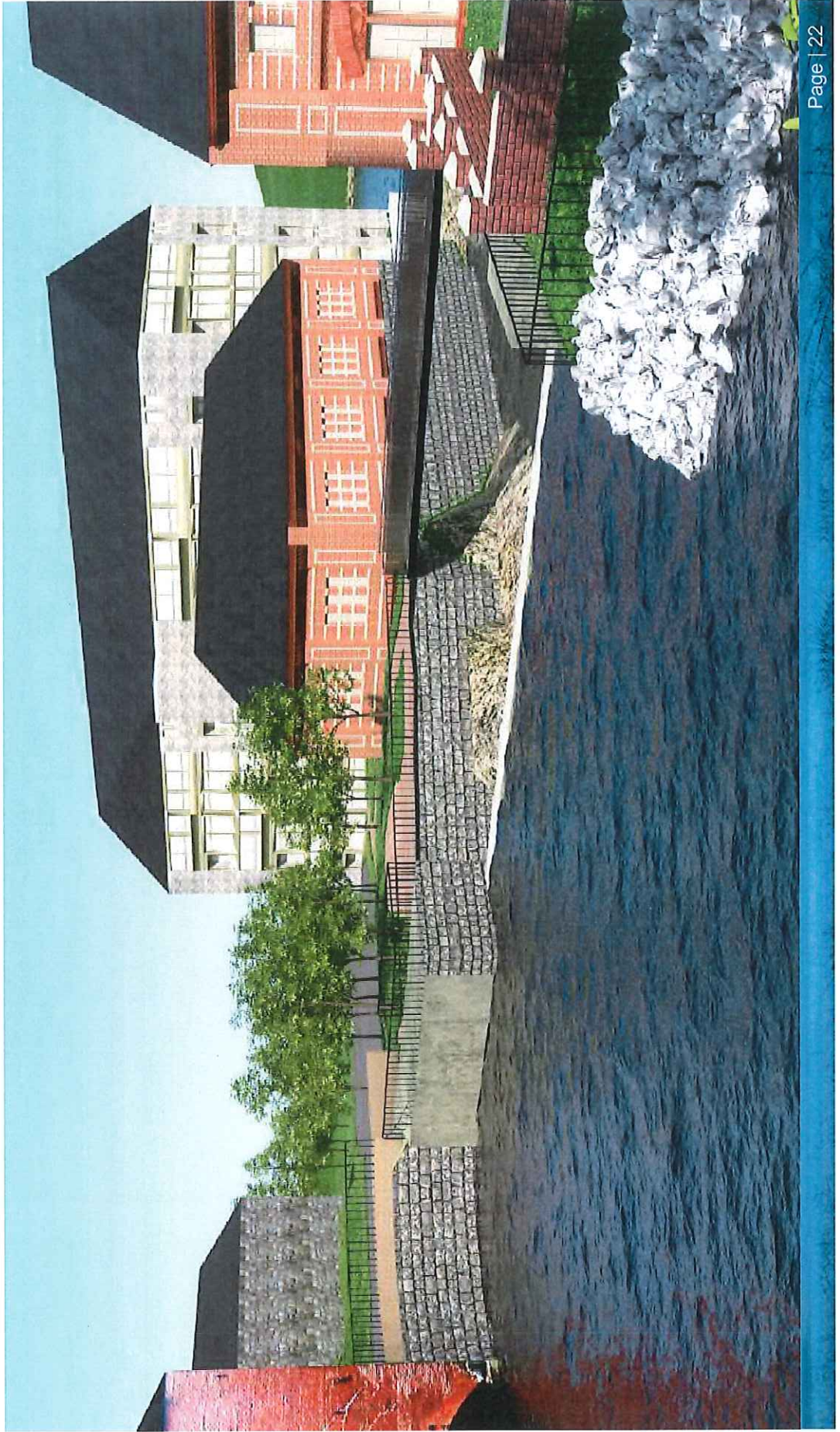


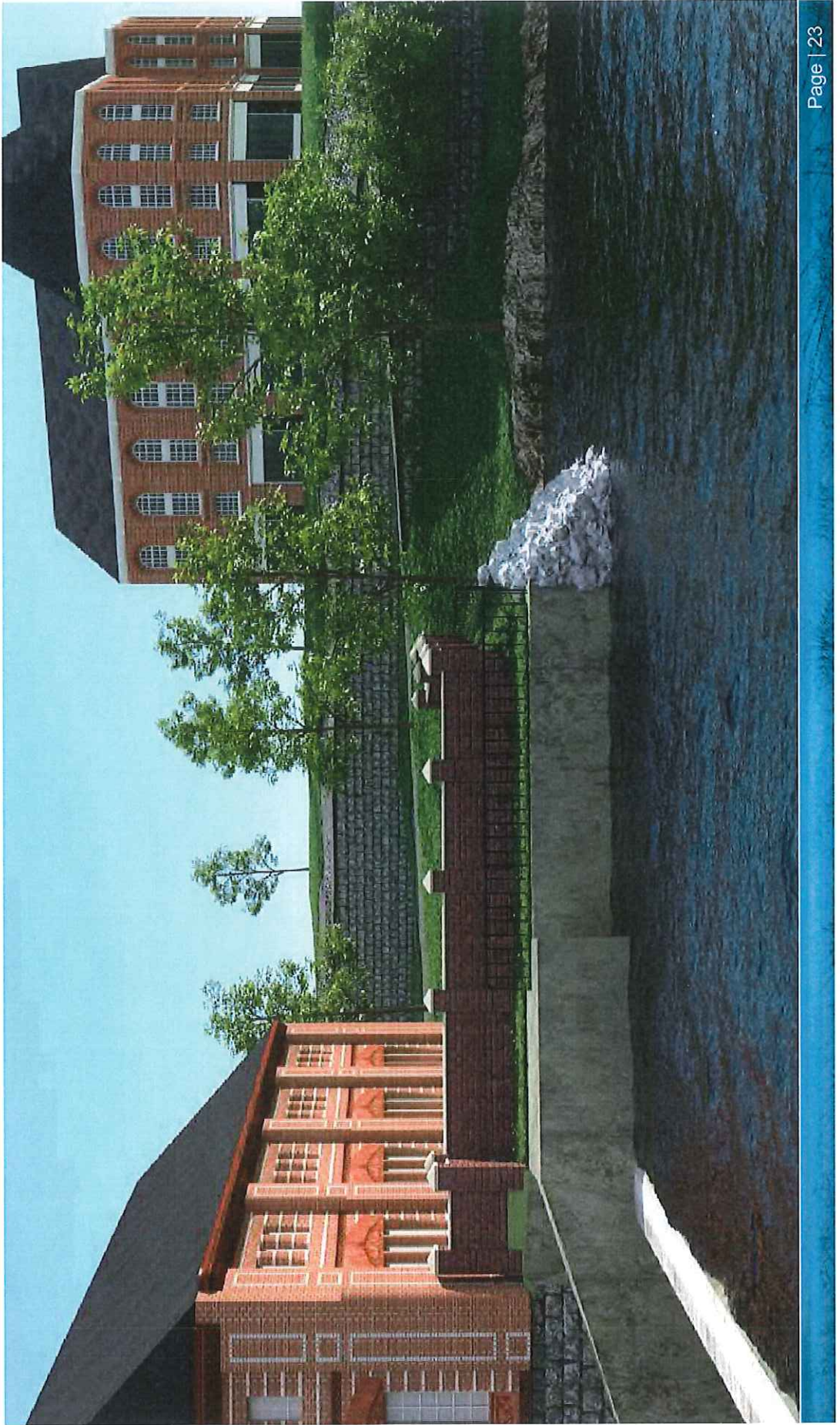




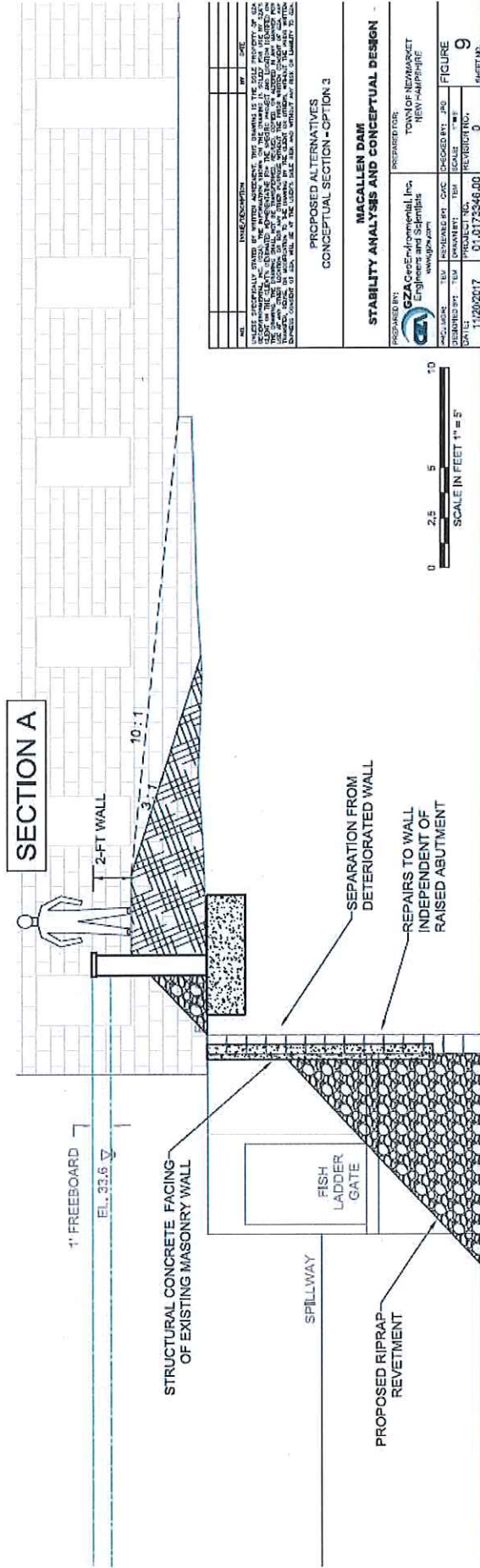
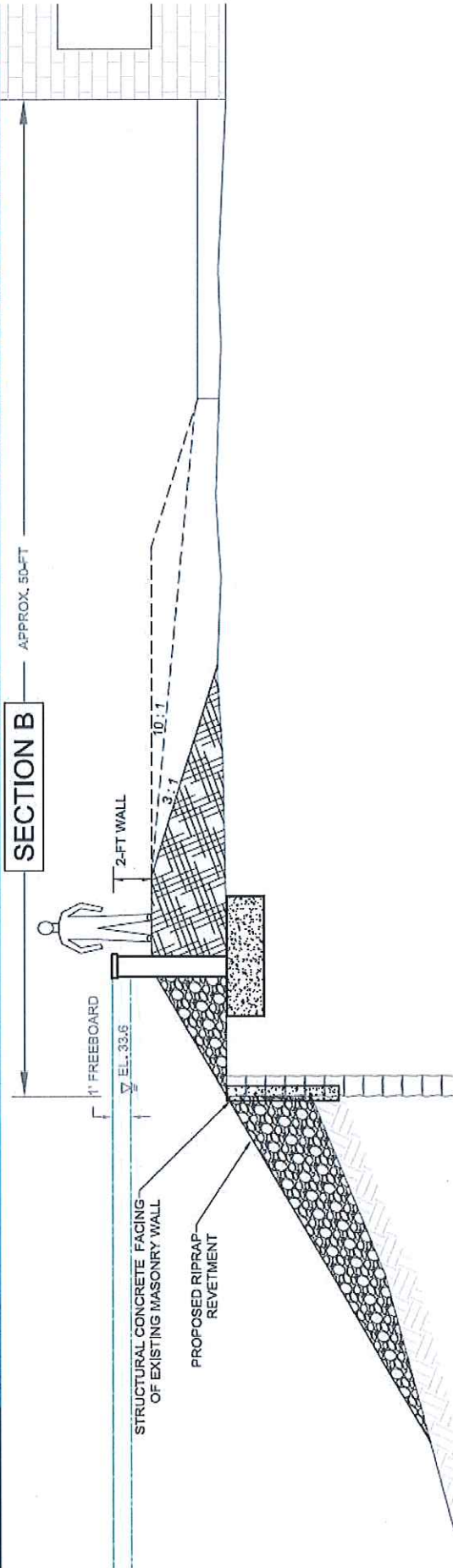




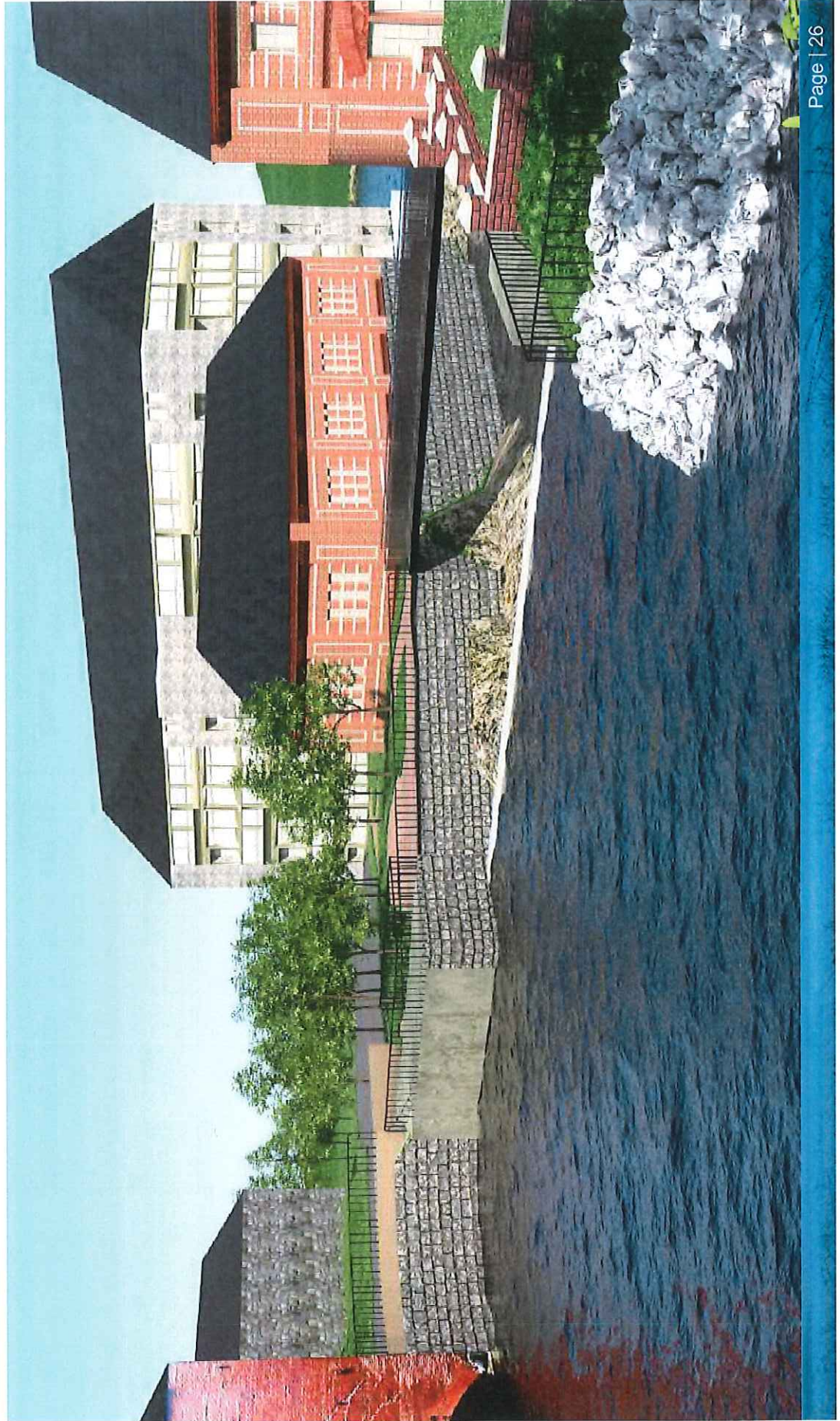


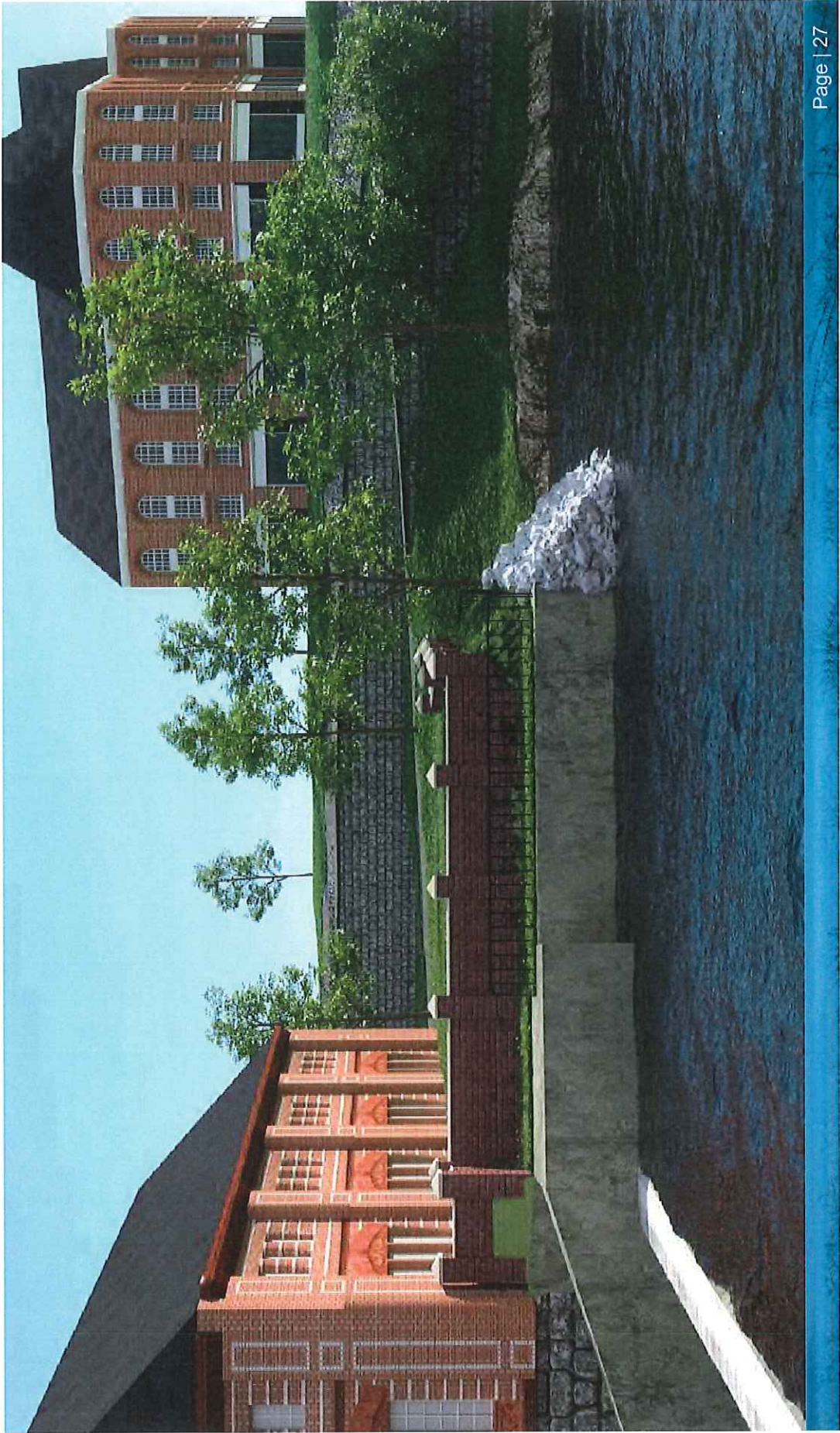






NO.	DESCRIPTION	DATE
1	PREPARED BY: GZA Geo-Environmental, Inc. ENGINEERS AND SCIENTISTS	11/20/2017
2	DESIGNED BY: GZA	11/20/2017
3	CHECKED BY: GZA	11/20/2017
4	PROJECT NO.: 01.073346.00	
5	PROJECT NAME: MACALLEN DAM	
6	PROJECT LOCATION: TOWN OF NEWMARKET, NEW HAMPSHIRE	
7	PROJECT SCALE: 1" = 5'	
8	PROJECT NO.: 01.073346.00	
9	FIGURE NO.: 9	
10	SHEET NO.: 0	





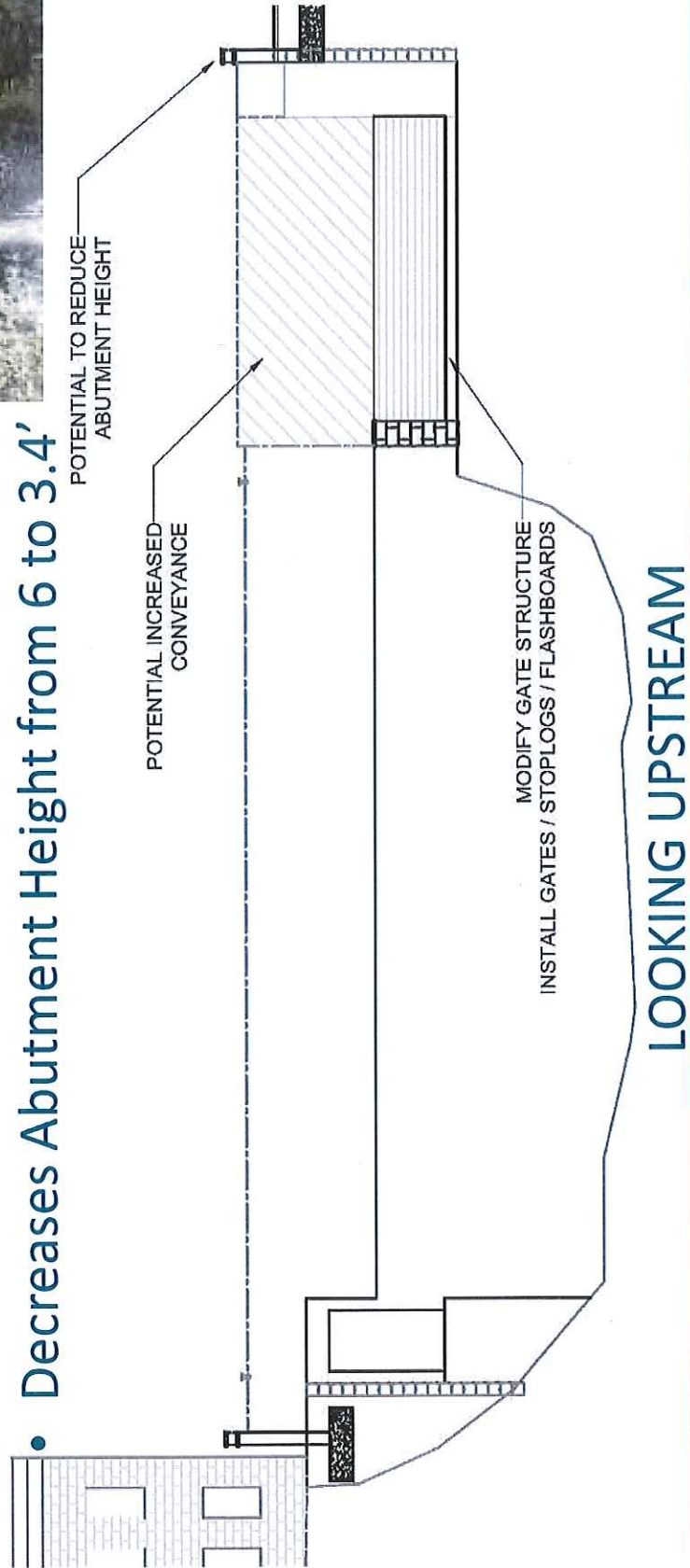
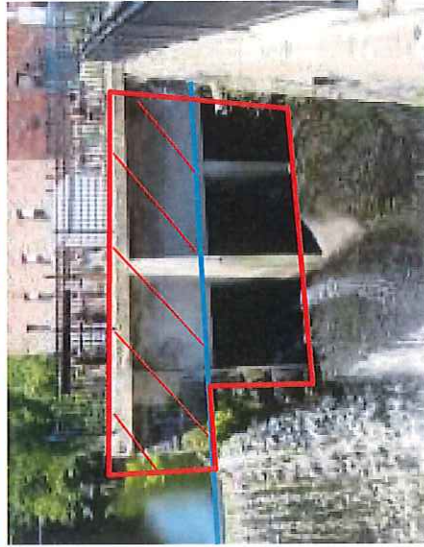


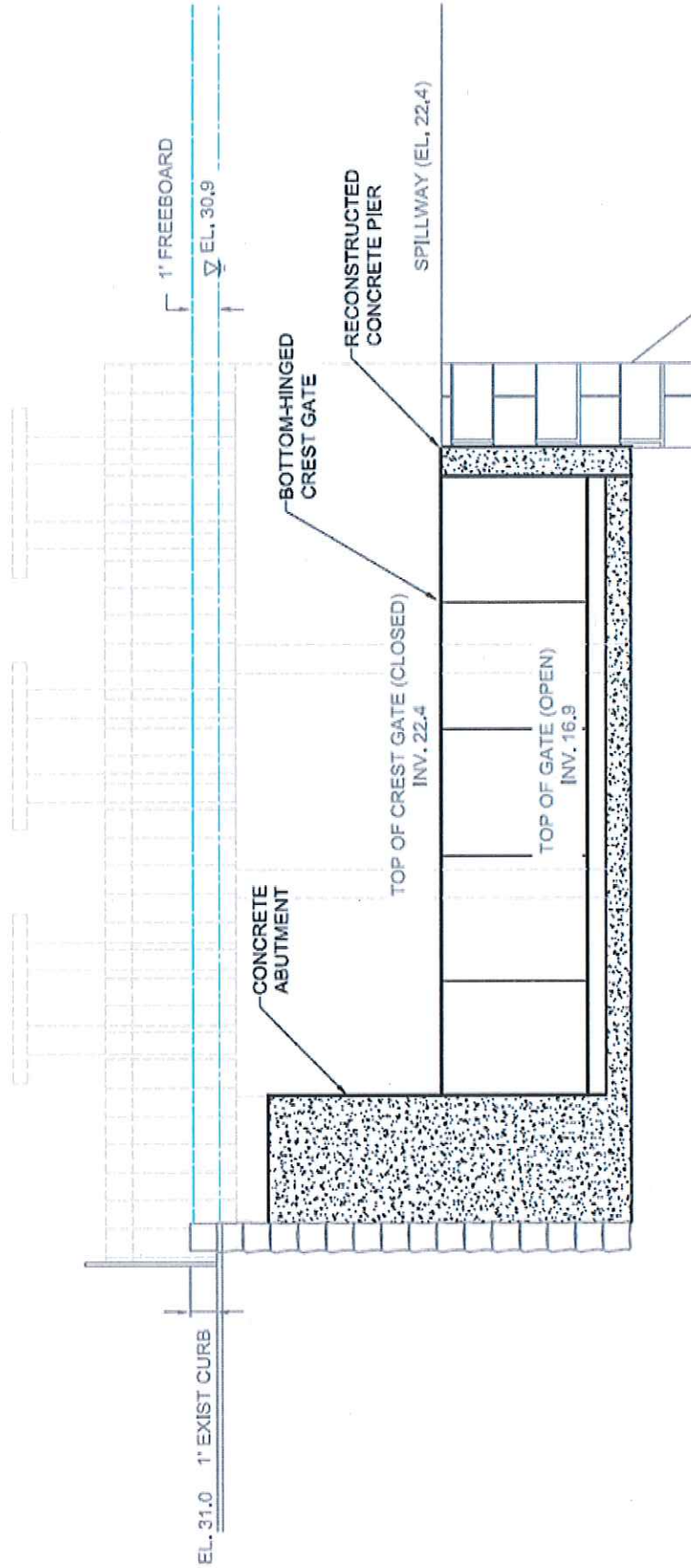


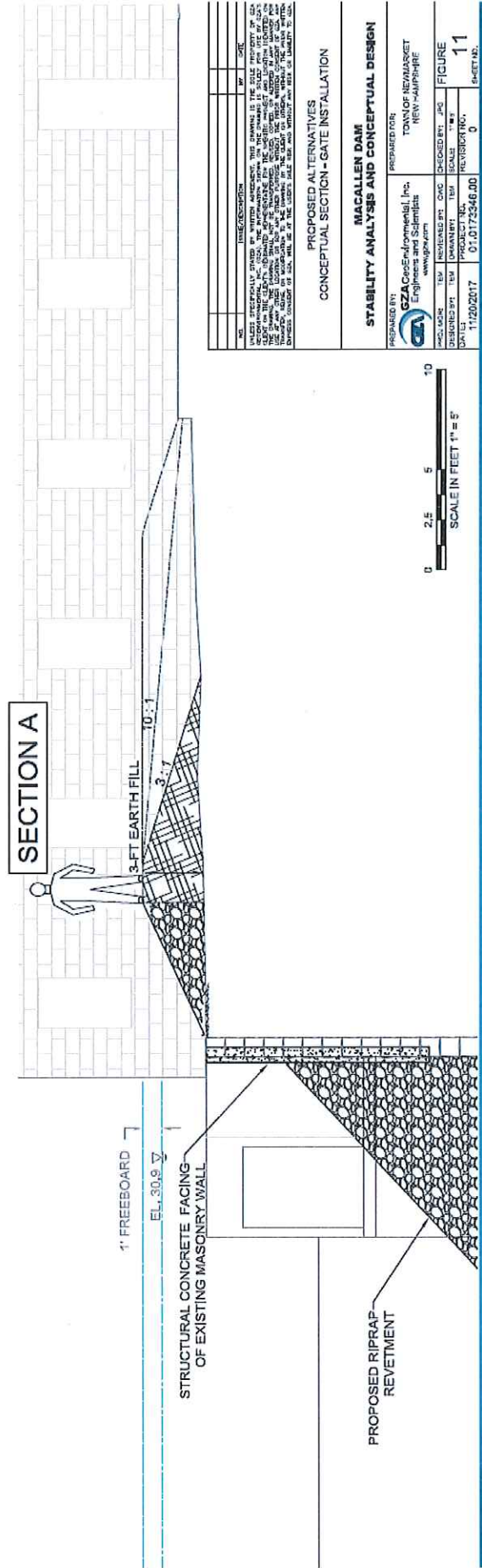
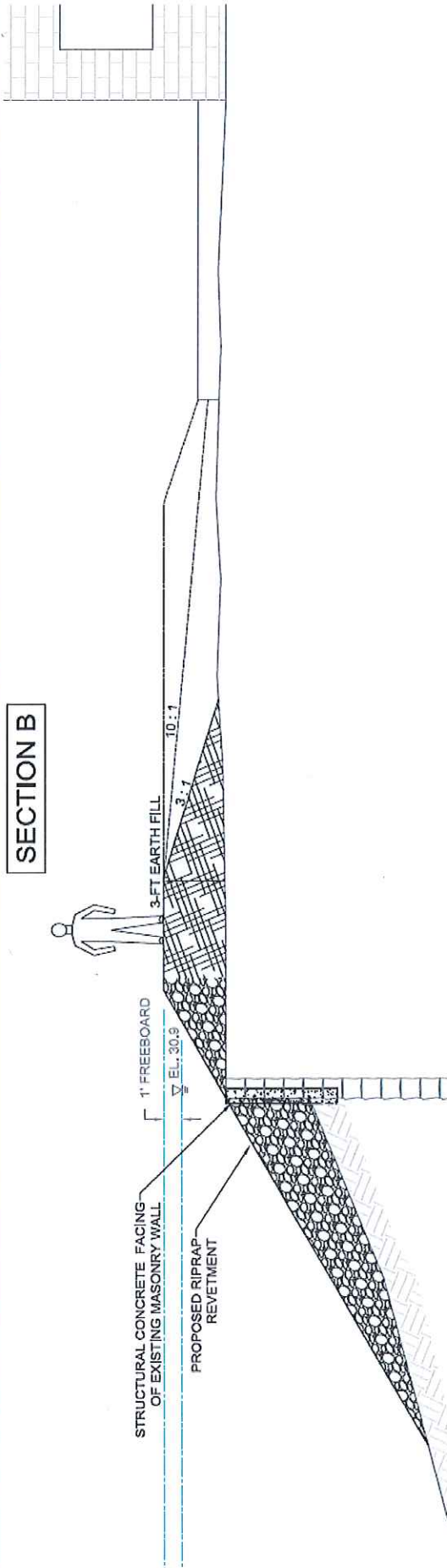
GATE AUTOMATION: INCREASE GATE CAPACITY



- Modify Gate Structure
- 22' wide, 5.5' tall Crest Gate
- Increase conveyance area / capacity
- "Fail Safe" Operation
- Reduced WSE 2.7' to Elev. 30.9
- Decreases Abutment Height from 6 to 3.4'







NO.		DATE/REVISION	BY	CHECK
<p>DESIGNED BY: [blank]</p> <p>CHECKED BY: [blank]</p> <p>DATE: [blank]</p> <p>PROJECT: [blank]</p> <p>SCALE: [blank]</p> <p>PROJECT NO.: [blank]</p> <p>SHEET NO.: [blank]</p>				

PROPOSED ALTERNATIVES
CONCEPTUAL SECTION - GATE INSTALLATION

MACALLEN DAM
STABILITY ANALYSES AND CONCEPTUAL DESIGN

PREPARED BY: **GZA GeoEnvironmental, Inc.**
Engineers and Scientists
www.gza.com

PROJECT NO.: 01.073346.00

DATE: 11/20/2017

DESIGNED BY: [blank]

CHECKED BY: [blank]

DATE: [blank]

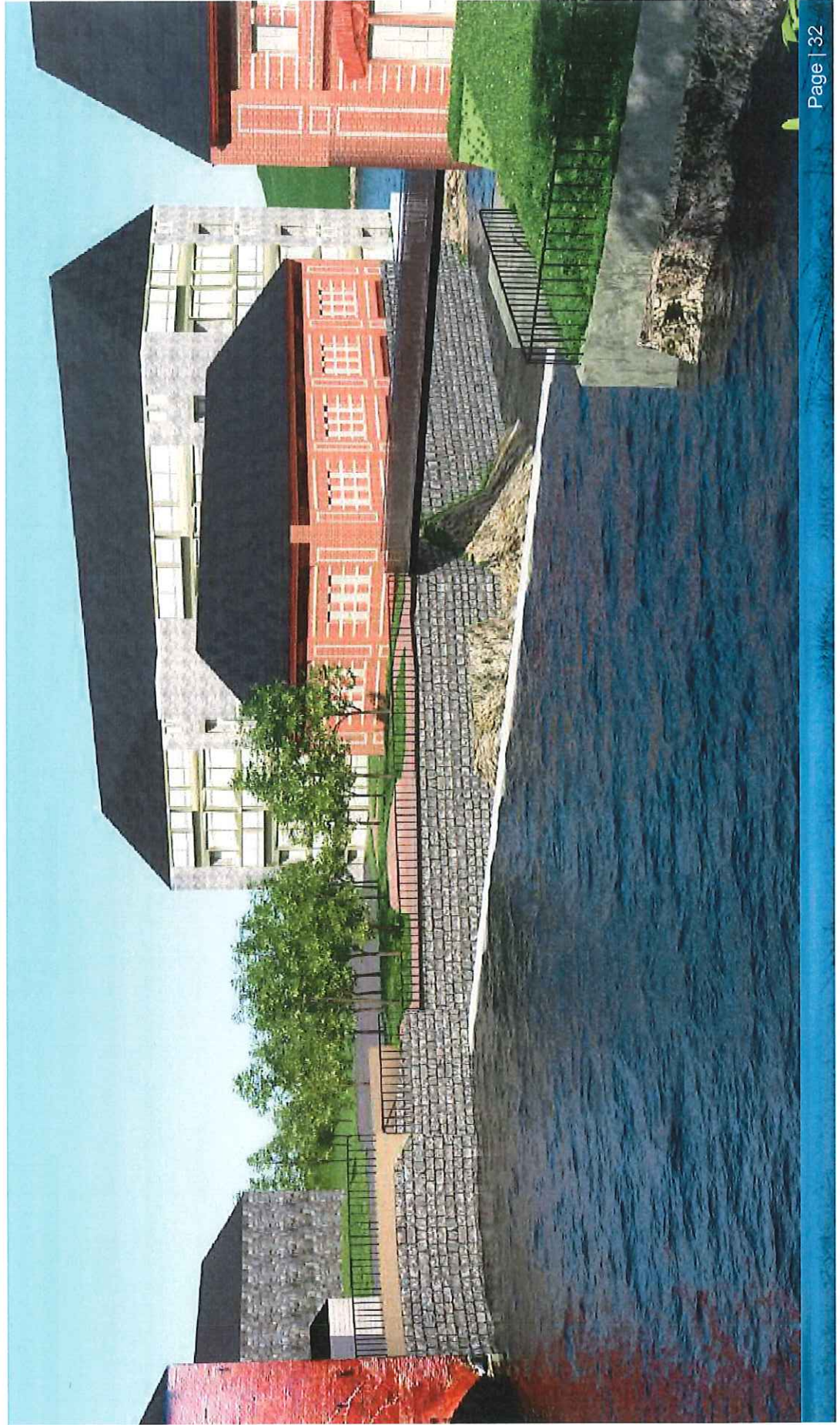
PROJECT: [blank]

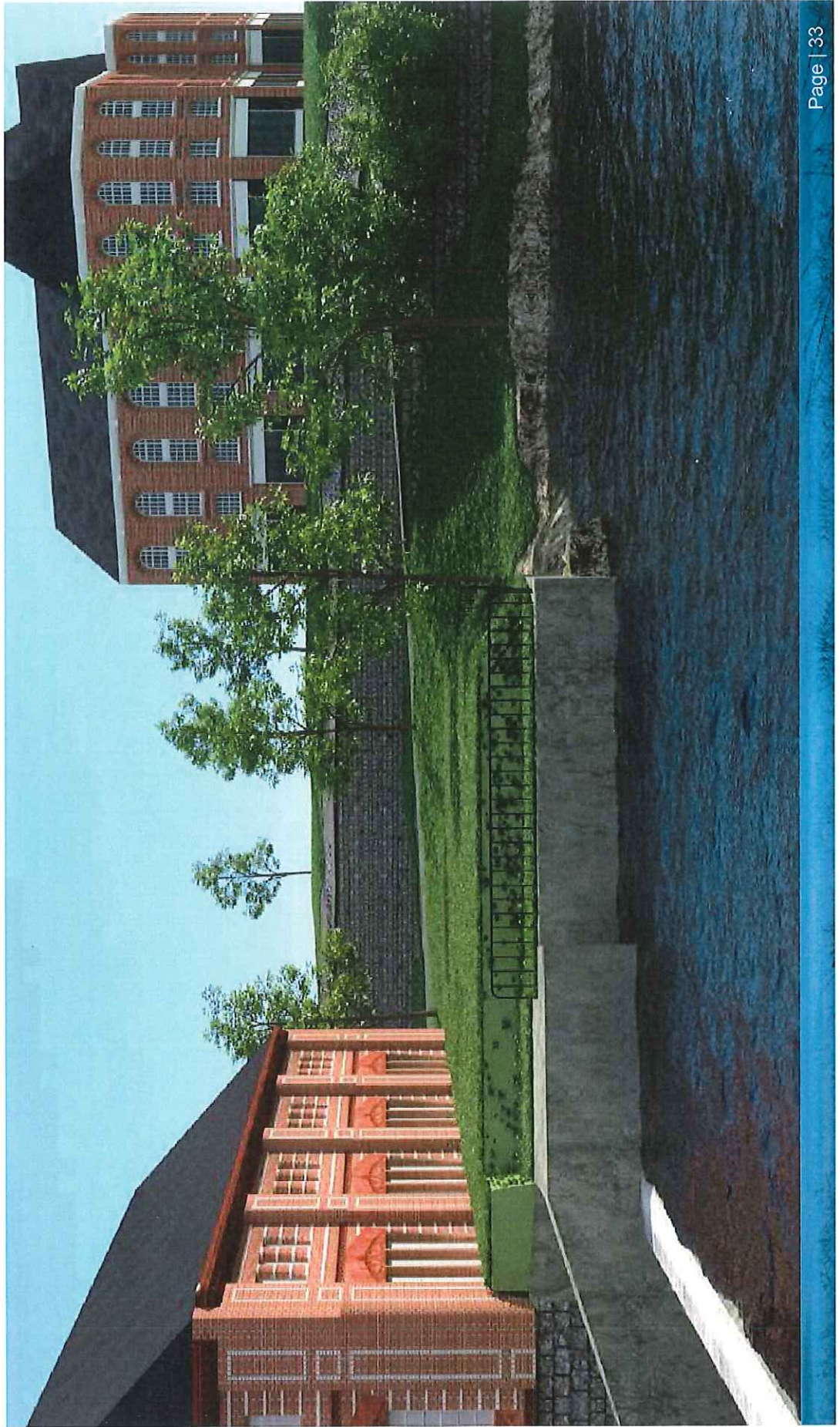
SCALE: [blank]

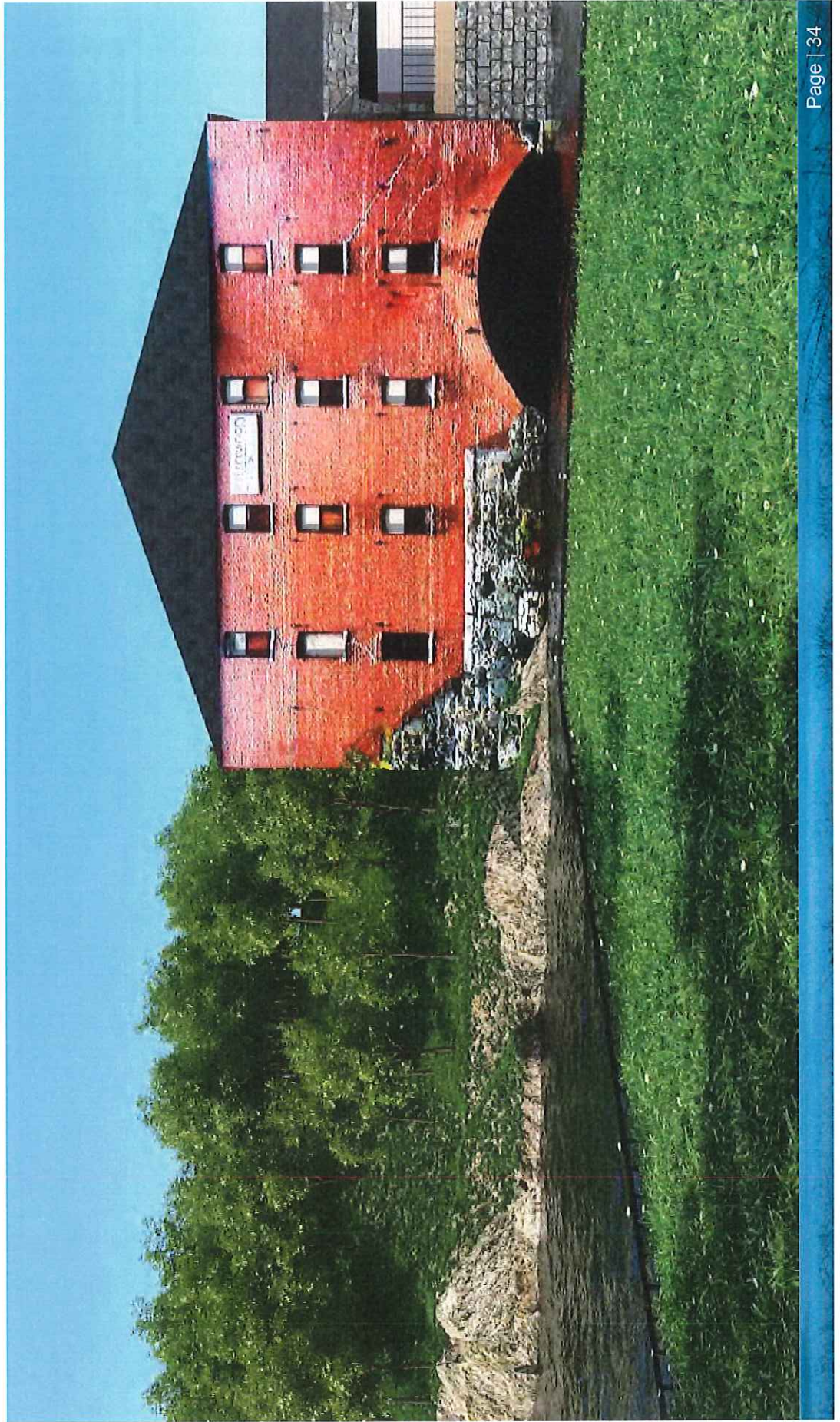
PROJECT NO.: [blank]

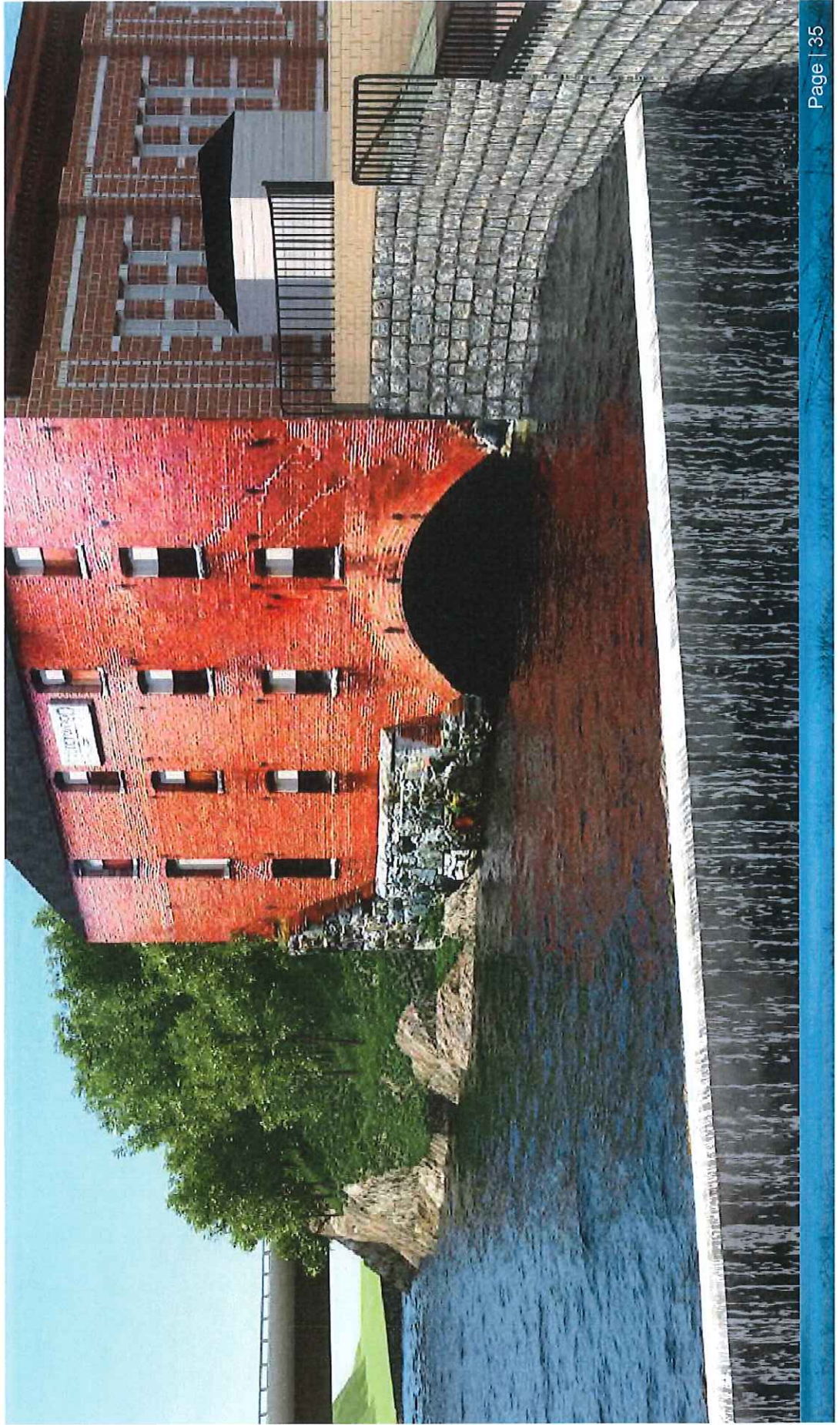
SHEET NO.: [blank]

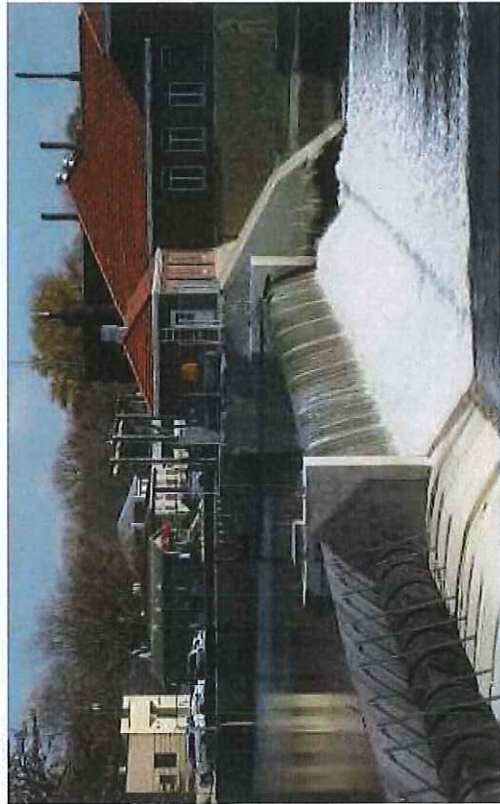
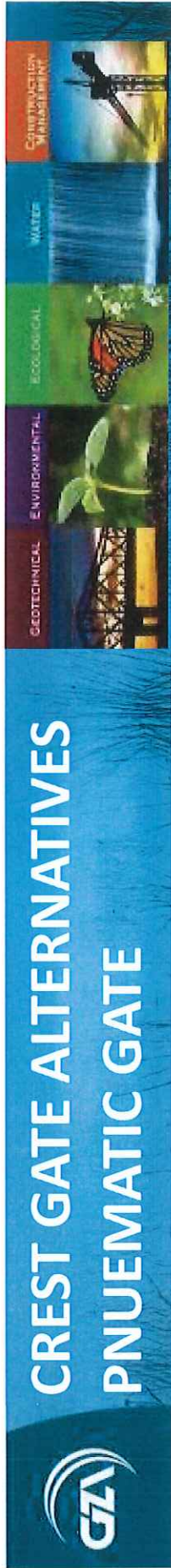










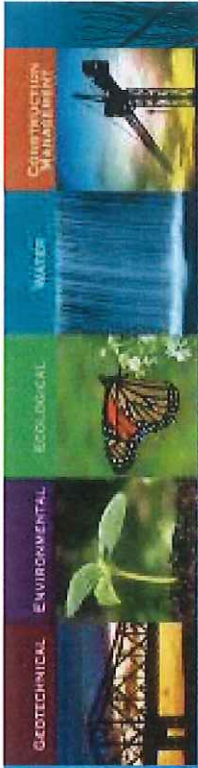


Obermeyer Spillway Gate system.
Image Source: Obermeyer Hydro, Inc. website.

- Bottom-hinged crest gate
- Air-Filled Rubber Bladder supports entire crest gate width
- Accurate automatic pond level control even under power failure conditions
- “Fail-Safe” operation
- Steel plates on upstream edge
- Success in cold climates
- Requires control house
- 30+ years Life Expectancy




CREST GATE ALTERNATIVES PNEUMATIC GATE



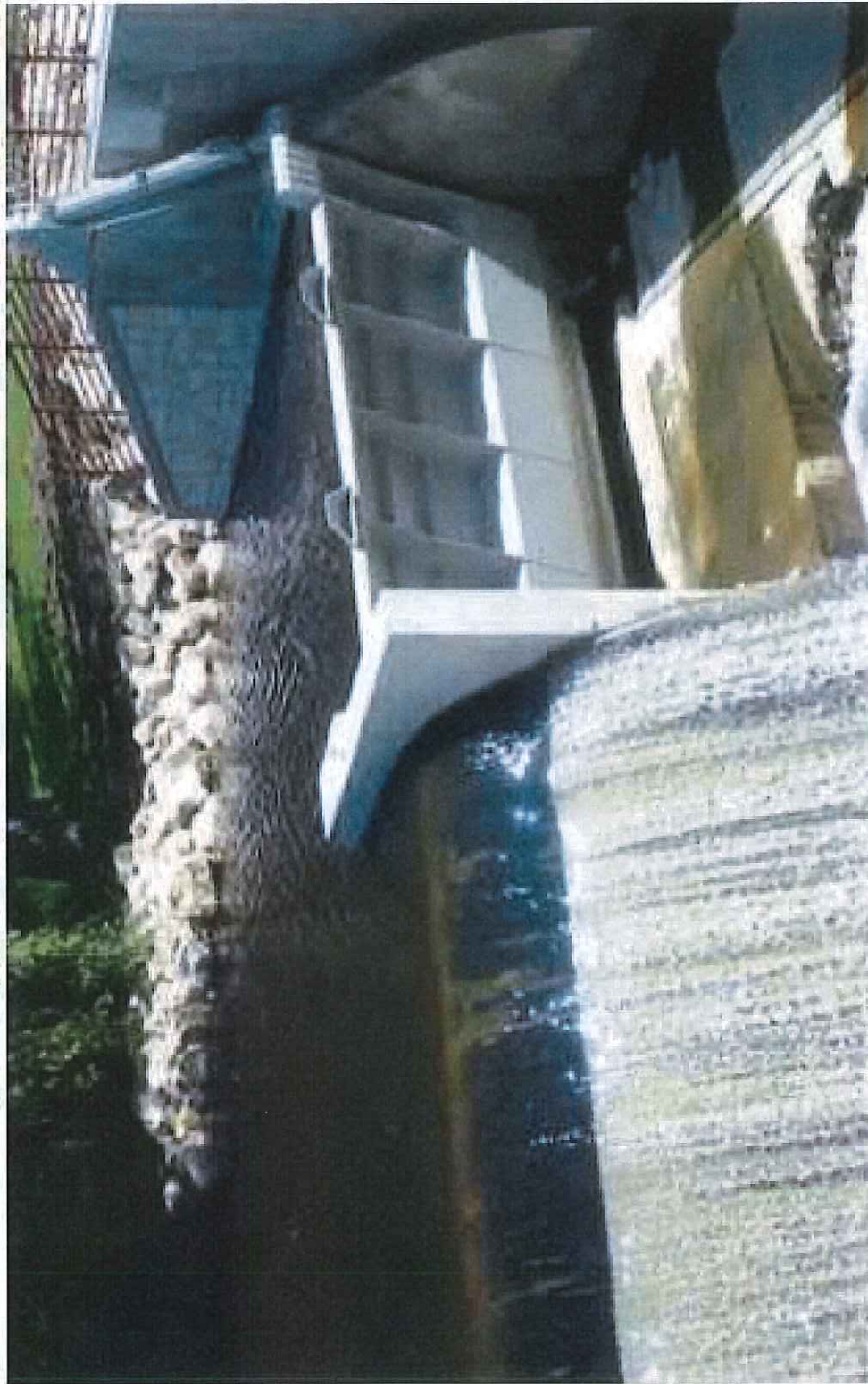
Obermeyer Spillway Gate system. Jackson Falls Dam, Nashua, NH
Image Source: GZA Phase I Inspection

CREST GATE ALTERNATIVES **HYDRAULIC GATE**




Hydraulically-Operated Crest Gate system. Otis Reservoir Dam, Otis, MA
 Image Source: GZA Construction Observation

- Bottom-hinged crest gate
- Hydraulic piston controls steel crest gate
- Precise control of water levels
- “Fail-Safe” operation
- Steel plates on upstream edge
- Requires control house
- Success in cold climates
- Increased life expectancy
- Increased cost (+ \$250,000)
- 60 – 100 year Life Expectancy



Hydraulically-Operated Crest Gate system.
 Image Source: Steel Fab, Inc. Crest Gate Brochure

DAM REPAIRS

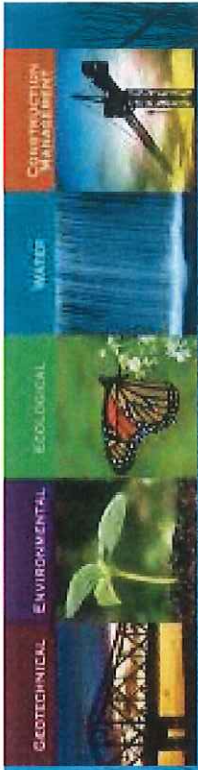


Photo A, Crack behind ladder



Photo F



Leakage at gate structure



Photo J

Option 1	\$1.46M
Option 2	\$1.43M
Option 3	\$1.22M
Pneumatic Gate	\$1.23M
Hydraulic Gate	\$1.54M

- Cost for replacement of existing gates ~ \$140K
(included in Options 1, 2, and 3)



ESTIMATES OF PROBABLE COST						
ITEM NO.	DESCRIPTION	OPTION 1	OPTION 2	OPTION 3	PNEUMATIC GATE	HYDRAULIC GATE
1	Mobilization/Demobilization	\$66,000	\$66,000	\$66,000	\$66,000	\$66,000
2	Temporary Erosion and Sediment Control	\$19,800	\$19,800	\$19,800	\$19,800	\$19,800
3	Right Side Temporary Dewatering and Water Control	\$73,480	\$73,480	\$73,480	\$73,480	\$73,480
4	Left Abutment Parapet Wall	\$158,840	\$158,840	\$158,840		
5	Right Abutment Parapet Wall	\$356,180	\$292,050	\$114,400		
6	Right Abutment Earth Fill		\$42,130	\$56,430	\$42,130	\$42,130
7	Existing Right Abutment Wall Repairs	\$162,800	\$162,800	\$162,800	\$162,800	\$162,800
9	New Steel Slide Gates	\$138,600	\$138,600	\$138,600		
10	Gate Structure Repairs & Left Side Water Control	\$123,640	\$123,640	\$123,640		
11	Left Side Water Control & Pumping	\$22,000	\$22,000	\$22,000	\$71,830	\$71,830
12	Demolition of Existing Gate Structure				\$104,170	\$104,170
13	Obermeyer Crest Gate				\$403,150	\$645,920
14	Hydraulic Crest Gate					
15	Annual Crest Gate Maintenance					
16	Site Restoration	\$39,600	\$39,600	\$39,600	\$39,600	\$39,600
	Estimated Construction Costs	\$1,161,000	\$1,139,000	\$976,000	\$983,000	\$1,226,000
	25% contingency	\$290,250	\$284,750	\$244,000	\$245,750	\$306,500
	Total:	\$1,460,000	\$1,430,000	\$1,220,000	\$1,230,000	\$1,540,000

Engineering Studies and Design:	\$100,000 - \$180,000
Permitting:	\$50,000 - \$120,000
Construction-Phase Services:	\$100,000 - \$140,000
Estimated Total:	\$250,000 - \$440,000

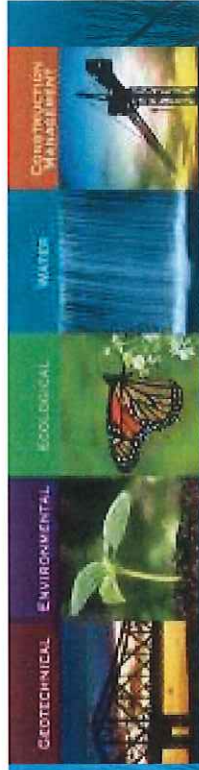


Winter 2018	NHDES approval of preferred alternative
Winter 2018	Town allocation of funds for final design / permitting
Spring 2018	Final Engineering Design & Permitting
Fall 2018	Town allocation of funds for construction
Winter 2018	Bidding services & selection of qualified bidder
Spring 2019	Permits Recieved
Fall 2019	Construction Begins
Fall 2019	Engineering services during construction
Winter 2019	Completion Report & Permit Closeout

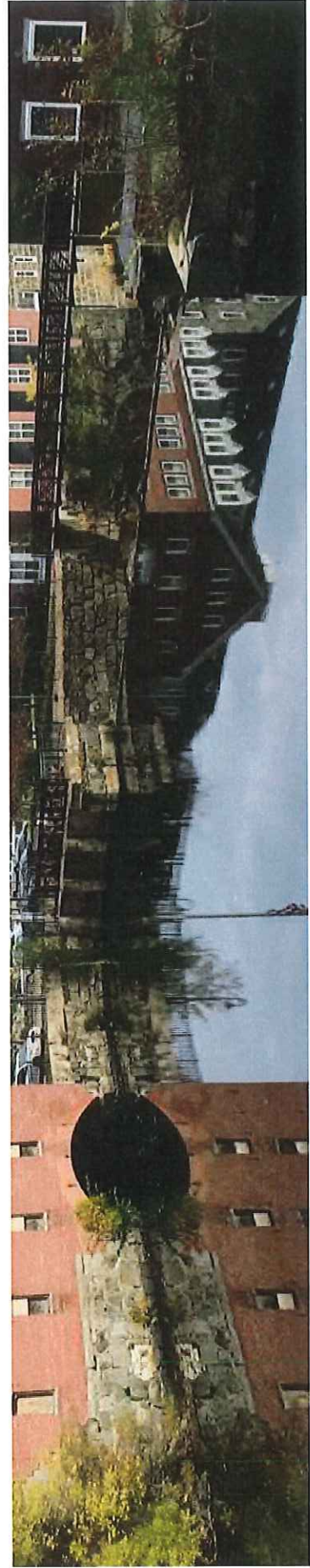
Note: Gate lead time 6 - 9 months (typical)



PERMITTING AND REGULATORY COMPLIANCE



1. Dam Permit
2. Wetlands Permit
3. Shoreland Permit (250')
4. Corps State Programmatic General Permit
5. NPDES Construction General Permit
6. Local Permitting
7. FEMA Floodway No-Rise Certificate





Questions?

CHARTERED JANUARY 1, 1991

FOUNDED DECEMBER 15, 1727



TOWN OF NEWMARKET, NEW HAMPSHIRE
By the Newmarket Town Council

Resolution #2017/2018 - 18
Integrated Municipal Financial Software Lease/Purchase

WHEREAS, The current financial accounting software is not considered to provide for long-term support and modernization.

WHEREAS, The Town received three proposals. Each was evaluated for qualifications, cost, a cloud-based product with the ability to integrate all “modules” and provide hands-on training. The chosen vendor is Tyler Technologies, Inc. along with a third-party motor vehicle integration package from Interware Development Co., Inc. to provide for the most comprehensive package at a cost of \$746,994 including one-time estimated implementation and data conversion costs.

NOW, THEREFORE, LET IT BE RESOLVED,

That the Town Council authorizes the Town Administrator to enter into a multi-year lease purchase agreement and associated software as a service license agreement, with Tyler Technologies, Inc. to purchase its Enterprise Resource Planning (ERP) Solution called MUNIS, along with third-party agreements with Interware Development Company, Inc. to purchase its NH Motor Vehicle Registration product called Clerk Works.

First Reading: *November 1, 2017*

Second Reading: *December 6, 2017*

Approval:

Approved: _____
Dale Pike, Chair Newmarket Town Council

A True Copy Attest: _____
Terri Littlefield, Town Clerk



TOWN HALL
186 MAIN STREET
NEWMARKET, NH 03857

TEL: (603) 659-3617
FAX: (603) 659-8508

FOUNDED DECEMBER 15, 1727
CHARTERED JANUARY 1, 1991

TOWN OF NEWMARKET, NEW HAMPSHIRE

STAFF REPORT

DATE: November 28, 2017

TITLE: Integrated Municipal Financial Software – Resolution #2017/2018-18

PREPARED BY: Lisa Ambrosio, Finance Director

TOWN ADMINISTRATOR'S COMMENTS – RECOMMENDATION:

I recommend passage of this resolution.

BACKGROUND: The Town became concerned about the longevity of its current accounting software, MuniSmart as far back as FY2013. A Request for Information was developed in FY2015 and prospective vendors provided information to assist the Town in gaining a better understanding of potential software solutions available to upgrade, and/or improve the Town's current financial software, including overall costs. In March 2017 the taxpayers approved the funding for an initial payment plan. An Ad Hoc Finance Software Committee was formed in FY2017 to determine an optimal plan for implementation, identify requirements for a Request for Proposal (RFP) and recommend a vendor to be approved by Town Council.

Process:

The RFP was released directly to those vendors that previously responded to the RFI, as well as a few others that had products in other Towns. The RFP was also published on a NH Municipal website as well as posted on the Town's website.

Results:

Three proposals were received. Each proposal was evaluated for qualifications, cost, as well as ability to integrate all "modules" and provide hands-on training. The vendor chosen had previously provided a demonstration of its product during the RFI process.

DISCUSSION: It is to be noted that no single vendor can accommodate all the modules required to be updated. The recommended vendor currently does not have a Motor Vehicle (MV) module however is capable of integrating with a third-party vendor. Current users of the software were contacted for comment and recommendation.

FISCAL IMPACT: During fiscal year 2018, the Town budgeted \$55.0K which will cover \$15.7K for one-time implementation, and \$39.2K for Data Conversion. A maintenance fee of \$93.7K will be paid out for 7 years beginning in fiscal year 2019 for a total of \$655,795. A separate contract for third-party MV software for fiscal year 2019 of \$17.7K and escalating maintenance fee of an additional 3% from base \$3,489 will be paid out for 5 years for an additional total of \$36,299.

Total cost of software not including overtime, project manager travel and any third-party hardware (ie. Cash drawer) is \$746,994. To the extent implementation hours are reduced from estimated, and modules not upgraded, maintenance fees will be adjusted.

RECOMMENDATION: The AdHoc Financial Software Committee recommends awarding the RFP to Tyler/Munis for an integrated software product. Additionally, it is recommended that Interware be awarded a portion as a third-party vendor to provide for an updated Motor Vehicle module, not currently part of the Tyler/Munis software package.

DOCUMENTS ATTACHED: Copies of proposals.



Quoted By: Nick Haas
 Date: 10/3/2017
 Quote Expiration: 4/1/2018
 Quote Name: Town of Newmarket-ERP-Munis
 Quote Number: 2017-37610
 Quote Description: Town of Newmarket-Munis

Sales Quotation For
 Town of Newmarket
 186 Main St
 Newmarket, NH 03857-1838
 Phone 6036593617

SaaS

Description	Annual Fee Net	# Years	Total SaaS Fee	Impl. Hours
Financials:				
Accounting/GL/BG/AP	\$10,410.00	7	\$72,870.00	120
Capital Assets	\$3,026.00	7	\$21,182.00	16
Cash Management	\$2,083.00	7	\$14,581.00	16
Purchasing	\$5,109.00	7	\$35,763.00	32
Human Capital Management:				
Human Resources & Talent Management	\$9,333.00	7	\$65,331.00	56
Payroll w/ESS	\$13,038.00	7	\$91,266.00	120
Revenue:				
Accounts Receivable	\$3,224.00	7	\$22,568.00	32
Animal License	\$1,317.00	7	\$9,219.00	8
Boat Excise	\$2,024.00	7	\$14,168.00	8
CAMA Bridge	\$2,378.00	7	\$16,646.00	8
Central Property File	\$1,317.00	7	\$9,219.00	8
NH Tax Lien	\$3,597.00	7	\$25,179.00	24

3rd Party Hardware, Software and Services

Description	Quantity	Unit Price	Unit Discount	Total Price	Unit Maintenance	Unit Maintenance Discount	Total Year One Maintenance
Printer (TM-S9000)	1	\$1,600.00	\$0.00	\$1,600.00	\$0.00	\$0.00	\$0.00
Tyler Secure Signature System with 2 Keys	1	\$1,650.00	\$0.00	\$1,650.00	\$0.00	\$0.00	\$0.00
3rd Party Hardware Sub-Total:				\$0.00			\$0.00
TOTAL:				\$3,952.00			\$0.00

Summary	One Time Fees	Recurring Fees
Total Saas	\$0.00	\$98,057.00
Total Tyler Software	\$0.00	\$0.00
Total Tyler Services	\$22,400.00	\$0.00
Total 3rd Party Hardware, Software and Services	\$3,952.00	\$0.00
Summary Total	\$26,352.00	\$98,057.00
Contract Total	\$712,751.00	

Detailed Breakdown of Conversions (included in Contract Total)

Description	Unit Price	Unit Discount	Extended Price
Accounting Standard COA	\$0.00	\$0.00	\$0.00
Capital Assets Std Master	\$0.00	\$0.00	\$0.00
Payroll - Standard	\$0.00	\$0.00	\$0.00
Permits and Code Enforcement - Standard - Master Files - Inspections	\$0.00	\$0.00	\$0.00
Real Estate - Standard	\$0.00	\$0.00	\$0.00
Utility Billing - Standard	\$0.00	\$0.00	\$0.00
TOTAL:			\$0.00

Optional Saas

Description	Annual Fee Net	# Years	Total Saas Fee	Impl. Hours
Financial:				
Asset Maintenance	\$4,934.00	7	\$34,538.00	56
Productivity:				
Citizen Self Service	\$2,456.00	7	\$17,192.00	8
Tyler Content Manager SE	\$6,166.00	7	\$43,162.00	32
TOTAL:	\$13,556.00		\$94,892.00	96

Optional Other Services

Description	Quantity	Unit Price	Discount	Extended Price
Source Code Escrow	1	\$1,500.00	\$0.00	\$1,500.00
TOTAL:				\$1,500.00

Unless otherwise indicated in the contract or Amendment thereto, pricing for optional items will be held for Six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval:

Date:

Print Name:

P.O. #:

All primary values quoted in US Dollars

Comments

Tyler recommends the use of a 128-bit SSL Security Certificate for any Internet Web Applications, such as the Munis Web Client and the MUNIS Self Service applications if hosted by the Client. This certificate is required to encrypt the highly sensitive payroll and financial information as it travels across the public internet. There are various vendors who sell SSL Certificates, with all ranges of prices.

Conversion prices are based on a single occurrence of the database. If additional databases need to be converted, these will need to be quoted.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the size and scope of your project. The actual amount of services depends on such factors as your level of involvement in the project and the speed of knowledge transfer.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting.

In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf, and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

In the event Client acquires from Tyler any edition of Tyler Content Manager software other than Enterprise Edition, the license for Content Manager is restricted to use with Tyler applications only. If Client wishes to use Tyler Content Manager software with non-Tyler applications, Client must purchase or upgrade to Tyler Content Manager Enterprise Edition.

Tyler's form library prices are based on the actual form quantities listed, and assume the forms will be provided according to the standard Munis form template. Any forms in addition to the quoted amounts and types, including custom forms or forms that otherwise require custom programming, are subject to an additional fee. Please also note that use of the Tyler Forms functionality requires the use of approved printers as well. You may contact Tyler's support team for the most current list of approved printers.

Permits library includes: 1 Building permit, 1 Trades permit, 1 Zoning permit and 1 certificate of occupancy/completion.

Includes digitizing two signatures, additional charges will apply for additional signatures.

Project Management includes project planning, kickoff meeting, status calls, task monitoring, verification and transition to support.

Tyler Forms Payroll Core library includes: 1 PR check, 1 direct deposit, 1 vendor from payroll check, 1 vendor from payroll direct deposit, W2, W2c, 1099 R, ACA 1095B and ACA 1095C.

Personnel Actions Forms Library includes: 1 Personnel Action form - New and 1 Personnel Action Form - Change.

Tyler's cost is based on all of the proposed products and services being obtained from Tyler. Should significant portions of the products or services be deleted, Tyler reserves the

Comments

right to adjust prices accordingly.

Tyler Content Manager SE includes up to 150GB of storage. Should additional storage be needed it may be purchased as needed at an annual fee of \$5,000 per TB.

Financial library includes: 1 A/P check, 1 EFT/ACH, 1 Purchase order, 1099M, 1099INT, 1099S, and 1099G.

Utility billing library includes: 1 Utility bill, 1 UB receipt, 1 UB delinquent notice, 1 door hanger and 1 final utility bill.

The Munis Accounts Payable module utilizes a label printer for batch-scanned document indexing. This printer is to be provided by the client and must support multi-page Adobe PDF files, such as the Brother QL-700.

The Munis SaaS fees are based on 18 concurrent users. Should the number of concurrent users be exceeded, Tyler reserves the right to re-negotiate the SaaS fees based upon any resulting changes in the pricing categories.

In the event a self-hosted customer opts to enroll as a beneficiary under Tyler's source code escrow agreement, Tyler will provide the paperwork required for enrollment. That self-hosted customer will be billed, on an annual basis, directly by Tyler's escrow agent, and all such fees must be paid directly to that escrow agent. Rates for subsequent years are subject to change at the discretion of Tyler's escrow agent.

The Tyler Software Product Tyler Forms Processing must be used in conjunction with a Hewlett Packard printer supported by Tyler for printing checks.



LICENSE AND SERVICES AGREEMENT

This License and Services Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to license the software products and perform the services set forth in the Investment Summary and Tyler desires to perform such actions under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **"Agreement"** means this License and Services Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client"** means [INSERT CLIENT NAME].
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date on which your authorized representative signs the Agreement.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Investment Summary"** means the agreed upon cost proposal for the software, products, and services attached as Exhibit A.
- **"Invoicing and Payment Policy"** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **"Maintenance and Support Agreement"** means the terms and conditions governing the provision of maintenance and support services to all of our customers. A copy of our current Maintenance and Support Agreement is attached as Exhibit C.
- **"Support Call Process"** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **"Third Party End User License Agreement(s)"** means the end user license agreement(s), if any, for the Third Party Software attached as Exhibit D.



- “Third Party Hardware” means the third party hardware, if any, identified in the Investment Summary.
- “Third Party Products” means the Third Party Software and Third Party Hardware.
- “Third Party Software” means the third party software, if any, identified in the Investment Summary.
- “Tyler” means Tyler Technologies, Inc., a Delaware corporation.
- “Tyler Software” means our proprietary software and related interfaces identified in the Investment Summary and licensed to you through this Agreement.
- “we”, “us”, “our” and similar terms mean Tyler.
- “you” and similar terms mean Client.

SECTION B – SOFTWARE LICENSE

1. License Grant and Restrictions.

- 1.1 We grant to you a license to use the Tyler Software for your internal business purposes only. You may make copies of the Tyler Software for backup and testing purposes, so long as such copies are not used in production and the testing is for internal use only. Your rights to use the Tyler Software are perpetual but may be revoked if you do not comply with the terms of this Agreement.
- 1.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
- 1.3 You may not: (a) transfer or assign the Tyler Software to a third party; (b) reverse engineer, decompile, or disassemble the Tyler Software; (c) rent, lease, lend, or provide commercial hosting services with the Tyler Software; or (d) publish or otherwise disclose the Tyler Software or Documentation to third parties.
- 1.4 The license terms in this Agreement apply to updates and enhancements we may provide to you or make available to you through your Maintenance and Support Agreement.
- 1.5 The right to transfer the Tyler Software to a replacement hardware system is included in your license. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance associated with such transfer.
- 1.6 We reserve all rights not expressly granted to you in this Agreement. The Tyler Software and Documentation are protected by copyright and other intellectual property laws and treaties. We own the title, copyright, and other intellectual property rights in the Tyler Software and the Documentation. **The Tyler Software is licensed, not sold.**

2. License Fees. You agree to pay us the license fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
3. Escrow. We maintain an escrow agreement with a third party under which we place the source code for each major release of the Tyler Software. You may be added as a beneficiary to the escrow agreement by completing a standard beneficiary enrollment form and paying the annual beneficiary fee set forth in the Investment Summary directly to the escrow agent. You will be responsible for maintaining your ongoing status as a beneficiary, including payment of the then-current annual beneficiary fees. Release of source code for the Tyler Software is strictly governed by the terms of the escrow agreement.
4. Limited Warranty. We warrant that the Tyler Software will be without Defect(s) as long as you have a



Maintenance and Support Agreement in effect. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect as set forth in the Maintenance and Support Agreement.

SECTION C – PROFESSIONAL SERVICES

1. Services. We will provide you the various implementation-related services itemized in the Investment Summary. You will receive those services according to our industry-standard implementation plan, which outlines roles and responsibilities in calendar and project documentation. We will finalize that documentation with you upon execution of this Agreement.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Those amounts are payable in accordance with our Invoicing and Payment Policy.
3. Additional Services. The Investment Summary contains the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days.
4. Cancellation. We make all reasonable efforts to schedule our personnel for travel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.
5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. You agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us. You further agree to provide a reasonably suitable environment, location, and space for the installation of the Tyler Software and Third Party Products, including, without limitation, sufficient electrical circuits, cables, and other reasonably necessary items required for the installation and operation of the Tyler Software and Third Party Products.
7. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services you have contracted for. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to



provide such cooperation and assistance (either through action or omission).

SECTION D – MAINTENANCE AND SUPPORT

We will provide you with maintenance and support services for the Tyler Software under the terms of our standard Maintenance and Support Agreement. You agree to pay us the annual maintenance and support fees in accordance with our Invoicing and Payment Policy.

SECTION E – THIRD PARTY PRODUCTS

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. Third Party Software. Upon payment in full of the Third Party Software license fees, you will receive a non-transferable license to use the Third Party Software and related documentation for internal business purposes only. Your license rights to the Third Party Software will be governed by the Third Party End User License Agreement(s).
 - 2.1 We will install onsite the Third Party Software. The installation cost is included in the installation fee in the Investment Summary.
 - 2.2 If the Developer charges a fee for future updates, releases, or other enhancements to the Third Party Software, you will be required to pay such additional future fee.
 - 2.3 The right to transfer the Third Party Software to a replacement hardware system is governed by the Developer. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance associated with such transfer.
3. Third Party Products Warranties.
 - 3.1 We are authorized by each Developer to grant or transfer the licenses to the Third Party Software.
 - 3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.
 - 3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.
4. Maintenance. If you have a Maintenance and Support Agreement in effect, you may report defects and other issues related to the Third Party Software directly to us, and we will (a) directly address the defect or issue, to the extent it relates to our interface with the Third Party Software; and/or (b) facilitate resolution with the Developer, unless that Developer requires that you have a separate, direct maintenance agreement in effect with that Developer. In all events, if you do not have a Maintenance and Support Agreement in effect with Tyler, you will be responsible for resolving defects and other issues related to the Third Party Software directly with the Developer.



SECTION F – INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the fees for the license(s), products, and services in the Investment Summary per our Invoicing and Payment Policy, subject to Section F(2).
2. Invoice Disputes. If you believe any delivered product or service does not conform to the warranties in this Agreement, you will provide us with written notice within fifteen (15) days of your receipt of the applicable invoice. The written notice must contain sufficient detail of the issues you contend are in dispute. We will provide a written response to you that will include either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work together as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may only withhold payment of the amount(s) actually in dispute until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all services, including maintenance and support services, if you fail to pay an invoice not disputed as described above.

SECTION G – TERMINATION

1. For Cause. You may terminate this Agreement for cause in the event we don't cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within forty-five (45) days of receiving a written notice of the alleged breach. You agree to comply with Section I(3), Dispute Resolution, prior to termination. In the event of termination for cause, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination.
2. Lack of Appropriations. If you should not appropriate or otherwise make available funds sufficient to purchase, lease, operate, or maintain the products or services set forth in this Agreement, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. In the event of termination due to a lack of appropriations, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. You will not be entitled to a refund or offset of previously paid license and other fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.
3. Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of scheduled tasks for a period of forty-five (45) days or more. In the event of termination due to Force Majeure, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination.

SECTION H – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.
 - 1.1 We will defend you against any third party claim(s) that the Tyler Software infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any



resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

1.2 Our obligations under this Section H(1) will not apply to the extent the claim or adverse final judgment is based on your: (a) use of a previous version of the Tyler Software and the claim would have been avoided had you installed and used the current version of the Tyler Software; (b) combining the Tyler Software with any product or device not provided, contemplated, or approved by us; (c) altering or modifying the Tyler Software, including any modification by third parties at your direction or otherwise permitted by you; (d) use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties; or (e) willful infringement, including use of the Tyler Software after we notify you to discontinue use due to such a claim.

1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately.

1.4 If, as a result of an infringement or misappropriation claim, your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; (c) replace it with a functional equivalent; or (d) terminate your license and refund the license fees paid for the infringing Tyler Software. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. Property Damage and Personal Injury Indemnification.

2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all direct claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by our negligence or willful misconduct.

2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all direct claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct.

3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

4. **LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO THE LESSER OF (A) YOUR ACTUAL DIRECT DAMAGES OR (B) THE AMOUNTS PAID BY YOU UNDER THIS AGREEMENT.**



THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS H(1) AND H(2).

5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. **Insurance.** During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; and (d) Workers Compensation complying with applicable statutory requirements. We will add you as an additional insured and provide you with copies of certificates of insurance upon written request.

SECTION I – GENERAL TERMS AND CONDITIONS

1. **Additional Products and Services.** You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date, and thereafter at our then-current list price, by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. **Optional Items.** Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. **Dispute Resolution.** You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will meet within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Civil Procedure 408 or any similar applicable state rule. If we fail to resolve the dispute, either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.
4. **Taxes.** The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes arising from our performance of this Agreement.
5. **Nondiscrimination.** We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.



6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. No Assignment. Neither party may assign this Agreement without the prior written consent of the other party; provided, however, that your consent is not required in the event we have a change of control.
9. Force Majeure. Neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party End User License Agreement(s).
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.

17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (e.g., social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
- (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
 - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
 - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
 - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.
18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile.
20. Multiple Originals and Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature.
21. Contract Documents. This Agreement includes the following exhibits:
- | | |
|-----------|---|
| Exhibit A | Investment Summary |
| Exhibit B | Invoicing and Payment Policy |
| | Schedule 1: Business Travel Policy |
| Exhibit C | Maintenance and Support Agreement |
| | Schedule 1: Support Call Process |
| Exhibit D | Third Party End User License Agreement(s) |

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.
ERP and Schools Division

[INSERT CLIENT NAME]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address for Notices:

Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Associate General Counsel

Address for Notices:

[INSERT CLIENT NAME]
[INSERT CLIENT ADDRESS]
[INSERT CLIENT ADDRESS]
[INSERT CLIENT TITLE]



Investment Summary

The following Investment Summary details the software, products, and services to be delivered by Tyler Technologies, Inc. to [INSERT CLIENT NAME] under your License and Services Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in your License and Services Agreement.

[List and Price the Tyler Software, Services, Third Party Products, etc.]

[Any sales commitments capping maintenance and support fees for a period of time should be noted by the Maintenance and Support Fee]





Invoicing and Payment Policy

Tyler Technologies, Inc. will provide you with the software, products, and services set forth in the Investment Summary of your License and Services Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in your License and Services Agreement.

Invoicing: We will invoice you for the applicable license fees, products, and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in your License and Services Agreement.

1. Tyler Software.

1.1 *License Fees:* License fees are invoiced as follows: (a) 25% on the Effective Date; (b) 50% on the date when we make the applicable Tyler Software available to you for downloading (the "Available Download Date"); and (c) 25% ninety (90) days after the Available Download Date.

1.2 *Maintenance and Support Fees:* The first year maintenance and support fees for the one (1) year period commencing on the Available Download Date are waived. Subsequent maintenance and support fees are invoiced annually in advance on each anniversary of the Available Download Date.

2. Professional Services.

2.1 *Project Planning Services:* Project planning services are invoiced upon delivery of the Implementation Planning Document.

2.2 *Consulting Services:* Consulting services are invoiced 50% upon commencement of the service and 50% upon completion of the service, by product.

2.3 *Data Conversion Services:* Data conversion services are invoiced 50% upon initial delivery of converted data, by conversion option, and 50% upon Client acceptance to load converted data into live environment, by conversion option.

2.4 *Implementation and Other Professional Services (excluding training):* Implementation and other professional services (excluding training) are billed at daily rates, and invoiced on a monthly basis as delivered.

2.5 *Training Services:* Training services are billed in half-day and full-day increments as delivered, and invoiced on a monthly basis.

2.6 *Requested Modifications to the Tyler Software:* Requested modifications to Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the



specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed.

3. Other Services and Fees. [Include as applicable]

- 3.1 *Unlimited Client Access*: First year maintenance for Tyler Unlimited Client Access is invoiced on the Available Download Date. Maintenance for Tyler Unlimited Client Access will renew automatically at our then-current rates, unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current maintenance term.
- 3.2 *Operating System / Database Administration Services*: OS/DBA Services are invoiced on the Available Download Date. OS/DBA Services will renew automatically for additional one (1) year terms at our then-current OS/DBA fee, unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term.
- 3.3 *Disaster Recovery Services*: Disaster Recovery Services are invoiced annually in advance upon our receipt of your data. Disaster Recovery services will renew automatically for additional one (1) year terms at our then-current Disaster Recovery fee, unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term.
- 3.4 *Payroll Tax Table Update Fee*: The first year Payroll Tax Table Update Fee for the one-year period commencing on the Available Download Date is waived. Subsequent annual Payroll Tax Table Update fees will be due on the anniversary of the Available Download Date. Annual Payroll Tax Table Update services will renew automatically for additional one-year terms at our then-current Annual Payroll Tax Table Update service fee, unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term.

4. Third Party Products.

- 4.1 *Third Party Software License Fees*: License fees for Third Party Software are invoiced when we make it available to you for downloading.
- 4.2 *Third Party Software Maintenance*: The first year maintenance for the Third Party Software is invoiced when we make it available to you for downloading.
- 4.3 *Third Party Hardware*: Third Party Hardware costs are invoiced upon delivery.

- 5. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses will be billed as incurred and only in accordance with our then-current Business Travel Policy. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. Copies of receipts will be provided on an exception basis at no charge. You will incur an administrative fee if you request receipts for all non-per diem expenses. Receipts for mileage or miscellaneous items less than twenty-five dollars are not available.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. Maintenance and support fees are due on each anniversary of the Available Download Date. We prefer to receive payments electronically. Our electronic payment information is:

Bank: Wells Fargo Bank, N.A.



EXHIBIT B

420 Montgomery
San Francisco, CA 94104
ABA: 121000248
Account: 4124302472
Beneficiary: Tyler Technologies, Inc. – Operating





Business Travel Policy

1. Air Travel

A. Reservations & Tickets

Tyler's Travel Management Company (TMC) will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven day advance booking requirement is mandatory. When booking less than seven days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is scheduled to exceed six hours, only economy or coach class seating is reimbursable.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five days = one checked bag
- Six or more days = two checked bags

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

- Breakfast 15%
- Lunch 25%
- Dinner 60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.



Maintenance and Support Agreement

Tyler Technologies, Inc. will provide you with the following maintenance and support services for the Tyler Software licensed to you. Capitalized terms not otherwise defined will have the meaning assigned to such terms in your License and Services Agreement.

1. Term. We provide maintenance and support services on an annual basis. The initial term commences on the date when we make the applicable Tyler Software available to you for downloading (the "Available Download Date") and remains in effect for one (1) year. The term will renew automatically for additional one (1) year terms at Tyler's then-current maintenance and support fees, unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term.
2. Maintenance and Support Fees. The maintenance and support fees for the Tyler Software licensed to you are listed in the Investment Summary of your Agreement. Those amounts are payable in accordance with our Invoicing and Payment Policy. We will provide you with at least forty-five (45) days written notice of any change in your annual maintenance and support fees. We reserve the right to suspend maintenance and support services if you fail to pay undisputed maintenance and support fees within sixty (60) days of the due date. We will reinstate maintenance and support services only if you pay all past due maintenance and support fees, including all fees for the periods during which services were suspended.
3. Maintenance and Support Services. As long as you timely pay your maintenance and support fees, we will, consistent with our then-current Support Call Process:
 - 3.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to conform the Tyler Software to the warranty set forth in your Agreement; provided, however, that if you modify the Tyler Software without our consent, our obligation to provide maintenance and support services on and warrant the Tyler Software will be void;
 - 3.2 provide telephone support during our established support hours;
 - 3.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software in order to provide maintenance and support services;
 - 3.4 provide you with a copy of all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
 - 3.5 support prior releases of the Tyler Software in accordance with our then-current release life cycle policy.



4. Client Responsibilities. We will use all reasonable efforts to perform any maintenance and support services remotely. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we can't resolve a support issue remotely, we may be required to provide onsite services. In such event, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain a VPN for backup connectivity purposes.
5. Excluded Services. Maintenance and support fees do not include fees for the following services: (a) initial installation or implementation of the Tyler Software; (b) onsite maintenance and support (unless Tyler cannot remotely correct a defect in the Tyler Software); (c) application design; (d) other consulting services; (e) maintenance and support of an operating system or hardware; (f) support outside our normal business hours as listed in our then-current Support Call Process; or (g) installation, training services, or third party product costs related to a new release. Requested maintenance and support services beyond those outlined in this section will be billed to you at our then current rates.
6. Current Support Call Process. Our current Support Call Process is attached to this Exhibit C at Schedule 1.



Support Call Process

Tyler Technical Support Department for Munis®

Goal: *To provide an effective support mechanism that will ensure timely resolution to calls, resulting in high-level client satisfaction.*

Contact Us

Call Tyler's toll free number (800-772-2260) or log a support request online through the Tyler Client Portal available at Tyler's Support Web site (www.tylertech.com).

Support Organization

Tyler's Technical Support Department for its ERP/Schools Division (also referred to as "Munis") is divided into multiple teams: Financials; Payroll/HR/Pension; Tax/Other Revenue and Collections; Utility Billing and Collections; OS/DBA (Operating System and Database Administration); and TylerForms and Reporting Services.

These "product-specific" teams allow support staff to focus on a group of products or services. A group of specialists assigned to each team handle calls quickly and accurately.

Each team consists of a Munis Support Product Manager, Support Analysts, and Technical Support Specialists. The Support Product Manager is responsible for the day-to-day operations of the team and ensures we provide exceptional technical support to our clients. The Support Analysts are responsible for assisting the team with clients' issues, and provide on-going team training. Technical Support Specialists are responsible for diagnosing and resolving client issues in a timely and courteous manner.

Standard Support Hours

Applications	Hours
Financials	8:00am-9:00pm EST Monday-Friday
Payroll/HR/Pension	8:00am-9:00pm EST Monday-Friday
Tax/Other Revenue & Collections	8:00am-6:00pm EST Monday-Friday
Utility Billing & Collections	8:00am-8:00pm EST Monday-Friday
OS/DBA	8:00am-9:00pm EST Monday-Friday
TylerForms & Reporting Services	8:00am-9:00pm EST Monday-Friday

Focus on Incoming Rate

When you call Technical Support, your call is answered by a Support Technician, or is transferred into the Support voice mail. *Our goal is to capture 75% of our daily incoming calls*, which means you will often start working with a Support Specialist immediately upon calling Tyler.

Leaving Messages for Support

When leaving a message on the Support voice mail, ensure the following information is contained within the message:

- your full name (first name, last name) and the site you are calling for/from;
- a phone number where you can be reached;
- the details of the issue or question you have (i.e.: program, • process, error message);
- the priority of the issue (1, 2, 3, or 4); and
- when you will be available for a return call (often Support will call back within an hour of receiving your message).

Paging

All client questions are important to us. There may be times when you are experiencing a priority 1 critical issue and all technicians for the requested team are on the line assisting clients. In this circumstance, it is appropriate to press "0" to be redirected to the operator. The operator will page the team you need to contact. We ask that you reserve this function for those times when Munis is down, or a mission critical application is down and you are not able to reach a technician immediately.

Online Support

Some questions can be handled effectively by e-mail. Once registered as a user on Tyler's Support Web site at www.tylertech.com, you can ask questions or report issues to Support through "Customer Tools". Tyler's Client Portal (TCP) allows you to log an incident to Technical Support anytime from any Internet connection. All TCP account, incident, and survey data is available in real-time.

Your existing contact information defaults when you add a new Support incident. You will be asked for required information including Incident Description, Priority, Product Group, and Product Module. Unlimited work-note text is available for you to describe the question or problem in detail, plus you can attach files or screenshots that may be helpful to Support.

When a new incident is added, the incident number is presented on the screen, and you will receive an automated e-mail response that includes the incident number. The new incident is routed to the appropriate Technical Support Team queue for response. They will review your incident, research the item, and respond via e-mail according to the priority of the incident.

Customer Relationship Management System

Every call or e-mail from you is logged into our Customer Relationship Management System and given a unique call number. This system tracks the history of each incident, including the person calling, time of the call, priority of the call, description of the problem, support recommendations, client feedback, and resolution. For registered users on Tyler's Support Web site (www.tylertech.com), a list of calls is available real-time under the Tyler Client Portal (TCP).

Call Numbers

Support's goal is to return clients' calls as soon as possible. Priority 1 calls received before the end of business will be responded to that day. If you are not available when we call back, we will leave a message with the open call number on your voice mail or with a person in your office. When you call back, you can reference this call number so you do not have to re-explain the issue.

An open call number is also given to you once an initial contact has been made with Support and it has been determined that the issue can't be resolved during the initial call. The open call number lets you easily track and reference specific open issues with Support.

Call Response Goals

Support will use all reasonable efforts to address open calls as follows:

Open Call Priority	Maximum number of days a support call is open	Support managers and analysts review open calls
1	Less than a day	Daily
2	10 Days or less	Every other day
3	30 Days or less	Weekly
4	60 Days or less	Weekly

Call Priorities

A call escalation system is in place where, each day, Support Analysts and Product Support Managers review open calls in their focus area to monitor progress.

Each call logged is given a priority (1, 2, 3, and 4) according to the client's needs/deadlines. The goal of this structure is to clearly understand the importance of the issue and assign the priority for closure. The client is responsible for setting the priority of the call. Tyler Support for Munis tracks responsiveness to priority 1, 2, and 3 calls each week. This measurement allows us to better evaluate overall client satisfaction.

Priority 1 Call — issue is critical to the client, the Munis application or process is down.

Priority 2 Call — issue is severe, but there is a work around the client can use.

Priority 3 Call — issue is a non-severe support call from the client.

Priority 4 Call — issue is non-critical for the client and they would like to work with Support as time permits.

Following Up on Open Calls

Some issues will not be resolved during the initial call with a Support Technician. If the call remains open, the technician will give you an open call number to reference, and will confirm the priority of the incident.

If you want to follow up on an open call, simply call the appropriate Support Team and reference the call number to the Technician who answers or leave this information in your message. Referencing the open

call number allows anyone in support to quickly follow up on the issue. You can also update the incident through TCP on Tyler's Web site (www.tylertech.com) and add a note requesting follow-up.

Escalating a Support Call

If the situation to be addressed by your open call has changed and you need to have the call priority adjusted, please call the appropriate Support Team and ask to be connected to the assigned technician. If that technician is unavailable, another technician on the team may be able to assist you, or will transfer you to the Product Support Team Manager. If you feel you are not receiving the service you need, please call the appropriate Product Manager and provide them with the open call number for which you need assistance. The Product Manager will follow up on your open issue and determine the necessary action to meet your needs.

Technical Support Product Managers:

Financials Team	Michelle Madore (michelle.madore@tylertech.com)	(X4483)
Payroll/HR/Pension Team	Sonja Johnson (sonja.johnson@tylertech.com)	(X4157)
Tax/Other Revenue/Utility Billing Team	Steven Jones (steven.jones@tylertech.com)	(X4255)
OS/DBA Team	Ben King (ben.king@tylertech.com)	(X5464)
TylerForms & Reporting Services	Michele Violette (michele.violette@tylertech.com)	(X4381)

If you are unable to reach the Product Manager, please call CJ McCarron, Vice President of Technical Support at 800-772-2260, ext. 4124 (cj.mccarron@tylertech.com).

Resources

A number of additional resources are available to you to provide a comprehensive and complete support experience.

- **Munis Internet Updater (MIU):** Allows you to download and install critical and high priority fixes as soon as they become available.
- **Release Admin Console:** Allows you to monitor and track the availability of all development activity for a particular release directly from Munis.
- **Knowledgebase:** A fully searchable depository of thousands of documents related to Munis processing, procedures, release info, helpful hints, etc.

Remote Support Tool

Some Support calls may require further analysis of your database or setup to diagnose a problem or to assist you with a question. GoToAssist® shares your desktop via the Internet to provide you with virtual on-site support. The GoToAssist tool from Citrix (www.citrix.com) provides a highly secure connection with 128-bit, end-to-end AES encryption. Support is able to quickly connect to your desktop and view your site's setup, diagnose problems, or assist you with screen navigation.

At the end of each GoToAssist session, there is a quick survey you should complete so we have accurate and up-to-date feedback on your Support experiences. We review the survey data in order to continually improve our Support services.

E-mail Registration

Clients can go to our Web site and register for e-mail “groups” based on specific Munis applications. We use these groups to inform clients of issues, and to distribute helpful technical tips and updated technical documentation. The survey information allows you to update your registration at any time, and you may unregister for one or more distribution lists at any time.

Tyler Web site

Once you have registered as a user on Tyler’s Support Web site (www.tylertech.com), you have access to “Customer Tools” and other information such as online documentation, user forums, group training schedule/sign-up, and annual user conference updates/registration.

Timely TCP Progress Updates

Our technicians are committed to providing you timely updates on the progress of your open support incidents via the Tyler Client Portal. The frequency of these updates is determined by issue priority.

Priority 1 Incidents — Daily updates (only if phone contact is not possible)

Priority 2 Incidents — Weekly Updates

Priority 3 Incidents — Bi-weekly Updates

Priority 4 Incidents — Bi-weekly Updates

Updates will also be provided for any issue, regardless of priority, when action items have been completed or when there is pertinent information to share.



munis[®]
a tyler erp solution

Sample of Implementation Plan
DATE

CITY, STATE

NAME OF SYSTEM

Confidential

Revised January 12, 2010

SECTION 1	PROJECT SCOPE AGREEMENT	1
1.1	Document Control Information	1
1.2	Change Control History	1
1.3	Introduction	1
1.4	Project Phase Overview	2
1.5	Project Assumptions	3
1.5.1	Personnel Assumptions	4
1.5.2	Technical Support Assumptions	5
1.5.3	Client Homework Support Assumptions	5
1.5.4	Operational Transfer Plan	6
1.6	General Project Activities and Deliverables	6
1.6.1	Project Planning and Kickoff	6
1.6.2	System Administration	6
1.6.3	Tyler Consulting Services	6
1.6.4	Workflow	7
1.6.5	General Ledger	7
1.6.6	Project Accounting	8
1.6.7	Budgeting	8
1.6.8	Treasury Management	9
1.6.9	Requisitions	9
1.6.10	Purchase Orders	9
1.6.11	Accounts Payable	9
1.6.12	Bid Management	10
1.6.13	Contract Management	10
1.6.14	Inventory	10
1.6.15	Fixed Assets	11
1.6.16	GASB 34 Report Writer	11
1.6.17	Work Orders, Fleet & Facilities Management	11
1.6.18	General Billing	12
1.6.19	Accounts Receivable/Cash Receipting	12
1.6.20	Tyler Forms Processing	13
1.6.21	Munis Crystal Reports	13
1.6.22	Munis Office	13
1.6.23	Tyler Content Management	13
1.6.24	Payroll	14
1.6.25	HR Management	14
1.6.26	Applicant Tracking	14
1.6.27	Pension Tracking	15
1.6.28	Timekeeping Interface	15
1.6.29	Business Licenses	15
1.6.30	Permits & Code Enforcement	16
1.6.31	Central Property File	16
1.6.32	Utility Billing	16
1.6.33	UB Meter Reader Interface	17
1.6.34	Tax Billing	17
1.6.35	CAMA Bridge	17
1.6.36	BSA Interface	18
1.6.37	CLT Interface	18
1.6.38	Tax Title/Tax Sale/Tax Lien	18
1.6.39	Delinquent Process	18
1.6.40	Income Tax	19
1.6.41	Boat Excise	19
1.6.42	Excise Tax	19

1.6.43	NC Motor Vehicle Billing.....	20
1.6.44	IL Vehicle Sticker.....	20
1.6.45	VA Motor Vehicle Decal	20
1.6.46	Parking Tickets	21
1.6.47	Enforcement Technology Handheld Interface.....	21
1.6.48	NC Jury Selection.....	21
1.6.49	Voter	22
1.6.50	Animal Licenses	22
1.6.51	Dashboard	22
1.7	Data Conversion	23
1.7.1	Conversion Process Steps and Activities.....	26
1.7.2	Conversion Assumptions.....	26
1.8	Project Scope Approval and Commitment.....	27
SECTION 2	CHANGE MANAGEMENT	28
SECTION 3	COMMUNICATION PLAN	41
3.1	Document Control Information	41
3.2	Change Control History.....	41
3.3	Project Communication Plan Overview.....	41
3.3.1	Description.....	41
3.3.2	Purpose	41
3.4	Summary of Communication Plan Elements	43
3.5	Meetings	45
3.5.1	Kick-Off Meeting(s).....	45
3.5.2	Project Status Management Meetings	46
3.5.3	Project Team Meetings	47
3.5.4	Munis Implementation Status Meetings	48
3.6	Reporting	49
3.6.1	Project Status Reports	49
3.6.2	Client Project Share Point Site	50
3.6.3	Sample Status Report	51
3.7	Communication Paths.....	53
3.7.1	Role-Based Communications.....	53
3.7.2	Communications ORG Chart.....	53
3.7.3	Sample Role-Based Communications Planning Grid	54
3.7.4	Sample Project Contact List.....	54
SECTION 4	QUALITY MANAGEMENT / TESTING	56
4.1	Document Control Information	56
4.2	Change Control History.....	56
4.3	Description	56
4.4	Purpose.....	56
4.5	Process.....	57
4.5.1	Verification Testing	57
4.5.2	Static Environment Test	57
4.5.3	Education.....	57
4.5.4	System Testing.....	57
4.5.5	Repeat Testing (only if needed)	57
4.5.6	Integration Testing.....	57
4.5.7	Interface Testing.....	57
4.5.8	Stress Testing.....	57
4.5.9	Pre-Live Verification	57

4.6	The Benefits of Testing	57
4.7	The Munis Testing Environment	58
4.8	Existing Plan	58
4.9	Action Plan.....	58
4.9.1	Plan Approach.....	58
4.10	Measurement & Tracking	59
4.11	The Munis Testing Conclusion	59
4.12	Sample Accounts Payable Static Environment Test Script	59
4.13	Sample Budget Processing Static Environment Test Script.....	60
4.14	Sample Contract Management Static Environment Test Script.....	61
4.15	Sample Fixed Assets Static Environment Test Script.....	61
4.16	General Ledger Static Environment Test Script	62
4.17	Sample Project & Grant Accounting Static Environment Test Script.....	63
4.18	Sample Purchase Order Static Environment Test Script.....	64
4.19	Sample Payroll & Human Resources Static Environment Test Script.....	65
SECTION 5	RISK MANAGEMENT	67
5.1	Risk Management Overview	67
5.1.1	Description.....	67
5.1.2	Purpose	67
5.2	Key Processes	67
5.2.1	Risk Management Plan Definition	67
5.2.2	Risk Management Planning Template	67
5.2.3	SWOT Analysis	68
5.2.4	SWOT Analysis Template	68
5.2.5	Risk Identification	69
5.2.6	Risk Analysis	69
5.2.7	Risk Responses.....	69
5.2.8	Monitoring Risks.....	69
5.2.9	Lessons Learned.....	70
5.3	Sample Populated Risk Register	71
5.3.1	Likelihood of Each Risk	73
5.3.2	Grade of Seriousness of Each Risk	73
5.3.3	Status of Each Risk	73
SECTION 6	SCHEDULE MANAGEMENT	74
6.1	Document Control Information	74
6.2	Change Control History.....	74
6.3	Schedule Management Plan Overview.....	74
6.3.1	Description.....	74
6.3.2	Purpose	74
6.4	Key Processes	75
6.4.1	Description.....	75
6.4.2	Schedule Management Plan Definition	75
6.4.3	Acceptable Schedule Change Reasons.....	75
6.4.4	Schedule Analysis	75
6.4.5	Schedule Responsibilities	75
6.4.6	Monitoring Schedule.....	75
6.4.7	Lessons Learned	76
6.4.8	Schedule Management Planning Template	76
6.5	Existing Plan	76
6.6	Schedule Control/Action Plan	76

SECTION 7	RESOURCE PLAN	77
7.1	Description	77
7.2	Purpose.....	77
7.3	Process.....	77
7.4	Roles and Responsibilities Definition.....	77
7.4.1	Tyler Project Manager	77
7.4.2	<<Client>> Project Manager	77
7.4.3	<<Client>> System Administrator.....	78
7.4.4	<<Client>> Functional Leader	78
7.4.5	Facilities Resource Requirements.....	78
7.4.6	End User Requirements	79
7.4.7	Resource Risk Identification.....	79
SECTION 8	EDUCATION PLAN.....	80
8.1	Document Control Information.....	80
8.2	Change Control History.....	80
8.3	Description	80
8.4	Purpose.....	80
8.5	Process.....	81
8.5.1	Demonstration, Analysis, and Knowledge Transfer	81
8.5.2	Prerequisites.....	81
8.5.3	TO BE Demonstration	81
8.5.4	Munis Application Training	81
8.5.5	Pre-Live Training	81
8.5.6	Post Live Reconciliation Training	82
8.5.7	Post Live Output and Inquiry Training.....	82
8.6	Logistics	82
8.6.1	Software/Hardware.....	82
8.6.2	Facilities.....	82
8.6.3	Staff	82
8.6.4	Schedule.....	82
8.7	Action Plan.....	83
8.8	Measurement & Tracking.....	83
SECTION 9	CONVERSION.....	84
9.1	Data Delivery Process	84
9.2	Conversion Technical Assistance	84
9.3	Data Conversion Information	85
9.3.1	Overview.....	85
9.3.2	Definitions.....	85
9.3.3	Supporting Material	85
9.3.4	Data Formats.....	86
9.3.5	Timing and Reports	86
9.3.6	Submission Methods	86
9.3.6.1	Electronic Transfers.....	86
9.3.6.2	FTP	87
9.3.6.3	E-mail	87
9.3.6.4	Modem.....	87
9.3.7	Munis® Conversion Verification Cover Page.....	87
9.3.8	Sign-Off Sheet.....	89
SECTION 10	WORK BREAKDOWN STRUCTURE	90

Section 1 Project Scope Agreement

1.1 Document Control Information

Document Number	Munis - <<Client>> - 001
Document Title:	Munis Implementation Phase Project Scope Agreement
Creation Date:	01/15/2009
Created By:	Tyler PM
	INITIAL VERSION
Document Status:	

1.2 Change Control History

Change Control Number	Change Date	Description

1.3 Introduction

The Munis Division (Munis®) of Tyler Technologies, Inc. ® conducts the overall project for the implementation of the suite of Tyler Software Products in several Phases. These phases generally align by the product categories of:

- Technical installation and setup
- Financials
- Payroll and Human Resources
- Revenue Products

This document addresses the scope of activities performed under the Munis Implementation Phase of the overall Tyler Software Products implementation project. Specifically, this document describes the expectations, participant roles and responsibilities, and project approach to implementation of the Munis suite of software modules for the <<Client>>. The Munis Implementation Phase (Project) requires the cooperative working relationship between two major entities; namely, <<Client>> who is the ultimate customer for the new system and Tyler who is the software vendor responsible for baseline and customization software delivery. This document describes the working relationships between <<Client>> and Munis, as well as the project activities, deliverables, and responsibilities required for the successful project completion.

Acceptance of this Scope Agreement binds the major parties to the scope and approach for the Munis Implementation Phase as described in this document. Changes to this Scope Agreement may be made at any time, provided such changes follow the established formal change management approach defined later in this document, and such changes continue to represent agreed upon commitments.

1.4 Project Phase Overview

Tyler, in partnership with <<Client>>, will place into production the Munis software product suite and other supporting products, which includes, and is limited to, the following modules:

- General Ledger
- Budgeting
- Performance Based Budgeting
- Accounts Payable
- Project & Grant Accounting
- Requisitions
- Purchase Orders
- Inventory
- Work Orders, Fleet & Facilities Management
- Fixed Assets
- Interface to BMI Asset Tracking
- System Administration
- Contract Management
- Workflow
- Bid Management
- GASB 34 Report Writer
- Treasury Management
- Accounts Receivable/Cash Receipting
- General Billing
- Munis Content Management Software
- Munis Office
- Munis Crystal Reports
- Tyler Forms Processing
- Payroll
- HR Management
- Applicant Tracking
- Pension Tracking
- Timekeeping Interface
- Business Licenses
- Utility Billing
- UB Meter Reader Interface
- Permits & Code Enforcement
- Tax Billing
- CAMA Bridge
- BSA Interface
- CLT Interface
- MA Tax Title
- Maryland Tax Sale
- ME, NH Tax Lien
- NY Delinquent Process
- VA Delinquent Process
- VA Income Tax
- VA Motor Vehicle Decal
- Boat Excise
- MA Excise Tax
- NC Motor Vehicle Billing
- IL Vehicle Sticker
- Parking Tickets
- Enforcement Technology Handheld Interface
- Jury Selection – NC
- Voter
- Animal Licenses
- Portal

Other Munis software products and/or services that <<Client>> may elect to implement may be addressed as separate Phases and therefore are not within the scope of this Munis Implementation Project Phase.

Working together, the Munis and <<Client>> project team will:

- Place all purchased Munis modules in a verification/test, training and production environment
- Assist in refining <<Client>>'s business procedures in accordance with the features and functionality of the Munis software

- Define requirements for Munis customization for purchased functional modifications and interfaces with third-party systems
- Develop and present end-user training
- Convert <<Client>> legacy system data into Munis
- Perform system integration and acceptance testing according to Munis Test Strategies
- Assist in transitioning <<Client>> business operations into production with Munis
- Support post-implementation operations

1.5 Project Assumptions

The following assumptions apply for project planning purposes and for defining the phase scope.

- At the initiation of the Project, <<Client>> Executive sponsors shall confirm <<Client>> buy-in for this Project by issuing an “executive mandate” to all <<Client>> departments stating the importance and priority of supporting this Project.
- Tyler shall provide <<Client>> Project Manager a draft Project Scope Plan, to support <<Client>>’s development of their own Project Scope Plan defining the Project’s goals and required commitments.
- Any modifications or enhancement requests not expressly stated or noted in contract will be deemed not within scope. Modifications or enhancements requested after contract signing must follow change management guidelines and have the potential to change cost, scope, schedule and live dates for project phases.
- The Tyler Project Manager is responsible for the initial development and life-cycle maintenance of the Munis Implementation Phase project plan (Plan). <<Client>> is responsible for participating in development and definition of the Plan, schedule planning, resource assignments, and approval of the final baseline Plan.
- Both Tyler and <<Client>> are responsible for adhering to and executing the project in accordance with the schedule and budget defined in the approved Plan. In the event either party finds that significant variance to planned schedule may occur or is occurring, then Tyler and <<Client>> Project Managers are responsible for determining the necessary corrective actions and updating the Plan accordingly.
- Microsoft® Excel version 2007 or Microsoft® Project are the software tools used to develop the Plan. The Plan will then be uploaded to the Microsoft® Share Point site for further maintenance. Tyler assumes that <<Client>>, at a minimum, has the internet tools necessary to read or view materials on the Share Point site.
- In the event <<Client>> may elect to add and/or modify <<Client>> business policies during the course of this Project, then such policy changes are solely <<Client>>’s responsibility to define, document and implement.
- In support of the overall project management activities, <<Client>> will:
 - Appoint a <<Client>> Project Manager with overall responsibility for <<Client>> resources and with the authority to ensure decisions and commitments from <<Client>> are made and communicated to the Tyler Project Manager in a timely and efficient manner.
 - Communicate to the Tyler Project Manager on the progress of <<Client>>’s internal deliverables and any deviation that would affect Tyler’s ability to meet the Project schedule.
 - Ensure that individuals with the authority to represent <<Client>> and to provide information needed by Tyler are available when necessary, attend meetings as required, and perform all activities assigned to <<Client>>.

- Provide technical documentation and answer questions pertaining to (i) systems with which Munis is to interface and (ii) data that is to be converted into Munis format.
 - Maintain and manage a Project Risk Register. This document records potential risks to Project success and defines a risk mitigation approach. On a regular basis, the Tyler Project Manager and <<Client>> Project Manager shall review this log to ensure risks are being adequately addressed.
- In the event the Tyler Project Manager and <<Client>> Project Manager are unable to reach a mutually agreeable resolution to Project issues or concerns, then the following escalation process shall be followed:
 - <<Client>> shall advise the Tyler Project Manager of the need for escalation, then contact the Tyler Regional Manager, Penny Parsons, to present <<Client>>'s concerns and solicit resolution.
 - If resolution is not reached at this level, escalation may continue to Danelle Daley, Tyler National Implementation Manager.
 - If resolution is not reached at this level, escalation may continue to Chris Hepburn, PMP, Tyler Vice President of Services.

1.5.1 Personnel Assumptions

The personnel listed below have been identified for the roles as indicated. These people will be assigned to their indicated roles during the entire implementation. In the case where the person is indicated as TBD (to be determined), it is assumed that qualified staff will be available as the schedule requires. Each organization is responsible to insure this assumption is valid.

Position	Staff	Commitment
Tyler Project Manager		Part Time
Tyler Consulting Project Manager		Part Time
Tyler Consulting Analyst - Financials		Part Time
Tyler Consulting Analyst – PR/HR		Part Time
Tyler Consulting Analyst – Revenue		Part Time
Tyler Financial Project Manager		Part Time
Tyler Implementer		Part Time
Tyler Implementer		Part Time
Tyler Payroll/HR Project Manager		Part Time
Tyler Implementer		Part Time
Tyler Implementer		Part Time
Tyler Revenue Project Manager		Part Time
Tyler Implementer		Part Time
Tyler UB Project Manager		Part Time
Tyler Implementer		Part Time
Tyler Technical Analyst		Part Time
Tyler Conversion Manager		Part Time

Tyler Regional Manager	Part Time
<<Client>> Project Manager	
<<Client>> Conversion Support	
<<Client>> Functional Lead	
<<Client>> Functional Lead	
<<Client>> System Administration Lead	
<<Client>> Technical Support	

The following assumptions apply to staff resource assignments for the project:

- Identified project staff resources will be available for project work in accordance with the schedule defined within the Plan. Project staff should not be required to spend time on other company business in lieu of or to the detriment of their project responsibilities.
- Project staff shall be knowledgeable and experienced within their assigned functional area.
- Additional subject matter experts shall be made available as necessary to address specific functional and procedural issues that might arise and require expertise beyond that of the immediate project staff.
- To ensure knowledge and performance continuity, project staff shall be assigned to the Project for the entire duration of the Project Phase.
- <<Client>> project staff is able and empowered to answer and resolve business issues on behalf of <<Client>>.

1.5.2 Technical Support Assumptions

While the technical infrastructure setup and software installation are activities beyond the scope of the Munis Implementation project, technical preparations and deliverables have crucial ramifications for the Munis Implementation project. Therefore it is important that the following assumptions be satisfied:

- <<Client>> shall have in place all hardware, software, and technical infrastructure necessary to support the Project.
- The Munis modules shall be installed, functional, and available to project staff prior to the first hands-on sessions.
- Network access to the Munis modules, printers and the Internet shall be available to all applicable <<Client>> and Tyler project staff.
- <<Client>>, upon request from the Tyler Project Manager, will coordinate MIS functions such as system backups, loading releases and software updates, hardware installation, operating system setup and maintenance, and system administration. <<Client>> may be requested to perform these tasks in a timely manner in association with specific implementation requirements.

1.5.3 Client Homework Support Assumptions

Throughout the course of the Project, Tyler will identify 'homework' assignments for <<Client>> to perform. Homework assignments include such activities as data entry, practicing training exercises, functional testing, conversion validation, etc. The following outlines major assumptions regarding these homework activities:

- Each homework activity shall be identified and scheduled within the Project Plan and available in a "Homework" view on the Share Point site.

- Tyler shall clearly define each assignment for <<Client>>, the anticipated deliverable from the assignment, and assignment completion schedule.
- <<Client>> Project Manager is responsible for ensuring the assignments are accomplished in accordance with the timeline defined within in the Project Plan.

1.5.4 Operational Transfer Plan

At the completion of each phase (i.e., Financials, PR, etc.) a transition teleconference call with Tyler support be coordinated as formal closure to a project phase.

1.6 General Project Activities and Deliverables

1.6.1 Project Planning and Kickoff

The following outlines major assumptions and activities surrounding the Project Initiation and Kickoff phase of the Project:

- <<Client>> shall assign and authorize a Project Manager prior to the start of this phase.
- <<Client>> Project Manager, along with the Tyler Project Manager, shall participate in the review and final revision of the Project management and planning documents, which include this Munis Implementation Project Scope Agreement, the Project Risk Register, and the Communications Plan.
- The Tyler Project Manager and <<Client>> Project Manager shall complete development of the Project Plan.
- <<Client>> project staff shall participate with the Tyler Project Manager in the Project Kickoff meeting to discuss the project approach and expectations.

1.6.2 System Administration

The following outlines major assumptions and activities surrounding the System Administration implementation phase of the Project:

- Tyler shall advise <<Client>> on Munis security and user setup features (e.g., Munis Menu Security, ID Code Permissions, User Setup, etc.).
- <<Client>> shall define and setup menu and end-user security options.
- <<Client>> through data testing will approve the functional configuration options and setup.

1.6.3 Tyler Consulting Services

The following outlines major assumptions and activities surrounding the Tyler Consulting Services phase of the Project:

- Tyler Consulting shall conduct Best Process Improvement (“As Is”) interviews with functional leads in order to understand current practices, procedures and policies.
- Tyler Consulting shall conduct “As Is” brainstorm sessions and analyze how to improve business processes utilizing Munis software.
- Tyler Consulting shall conduct Business Solution Design (“To Be”) through: an in-depth review of Munis options; development, delivery and review of Best Practice Recommendations with Functional Leaders; analysis of auxiliary tables; and the recommendation of setup decisions, table design, and product utilization.
- Tyler Consulting shall provide Munis Implementation with detailed setup plan.

- Tyler Consulting shall review policy areas that may impact the <<Client>> and require <<Client>> action.
- Tyler Consulting shall deliver an Excel spreadsheet with line item recommendations, decisions required, decision status and deadline.
- Tyler Consulting shall provide Core User Desktop Procedures Documents outlining the major steps for the modules identified below, following policy decisions.
- <<Client>> provide policy and procedure documentation.
- <<Client>> will appoint Function Leads for each module.
- <<Client>> will update Excel spreadsheet with <<Client>>'s decision made for each line item recommendation by deadlines.

Modules included in this process are:

- General Ledger
- Project Accounting
- Accounts Payable
- Budget
- Purchasing/Requisitions
- Contract Management
- Treasury Management
- Fixed Assets & Inventory
- Work Orders, Fleet & Facility Management
- Miscellaneous Cash Receipts and General Billing
- Payroll
- HR Management
- Applicant Tracking
- Utility Billing
- Parking Tickets
- Business Licenses

1.6.4 Workflow

The following outlines major assumptions and activities surrounding the Workflow implementation phase of the Project:

- Tyler shall advise <<Client>> on Munis Workflow setup applicable to the Munis applications deliverables, (e.g., Approvers, Business Rules, etc.).
- <<Client>> shall define and setup Workflow user options.
- <<Client>> through data testing will approve the functional configuration options and setup.

1.6.5 General Ledger

The following outlines major assumptions and activities surrounding the General Ledger implementation phase of the Project:

- Tyler will assist the Client with the definition of a revised Chart of Accounts.

- The Client shall approve the revisions to the Chart of Accounts prior to proceeding to the next stage of General Ledger implementation.
- Tyler will assist the Client in the selection and definition of General Ledger functional configuration options (e.g., organization code, fund attributes, journal number controls, etc.).
- The Client, with Tyler support, is responsible for the testing of selected configuration options.
- The Client, through data testing, will approve the functional configuration options and setup.
- The Client, with Tyler support, shall conduct configuration testing and approval using sample data prior to conversion data loading, verification or end-user training.
- Tyler will provide a Chart of Accounts conversion spreadsheet to the Client and will review instructions for its completion.
- Tyler will instruct the Client how to import and verify the Chart of Accounts converted data.
- The Client is responsible for verifying the Chart of Accounts conversion.
- The Client will approve the final converted data.
- No General Ledger functional modifications are included within the <<TYPE>> Project scope.
- Munis shall support the functional verification of the import of data into the General Ledger from external third-party interfaces.

1.6.6 Project Accounting

The following outlines major assumptions and activities surrounding the Project/Grant Accounting implementation phase of the Project:

- Tyler will assist the Client in the selection and definition of the Project/Grant Accounting functional configuration options (e.g., Funding Source/Grantor table, Grant Accounting integration with General Billing, etc).
- The Client, with Tyler support, is responsible for the testing of selected configuration options.
- The Client, through data testing, will approve the functional configuration options and setup.
- No Project Accounting functional modifications are included within the <<TYPE>> Project scope.

1.6.7 Budgeting

The following outlines major assumptions and activities surrounding the Budgeting implementation phase of the Project:

- Tyler will assist the Client in the selection and definition of Budgeting functional configuration options (e.g., Budget levels, transfers/amendments, etc.).
- The Client, with Tyler support, is responsible for the testing of selected configuration options.
- The Client, through data testing, will approve the functional configuration options and setup.
- The Client, with Tyler support, shall conduct configuration testing and approval using sample data prior to conversion data loading or verification.
- Tyler will provide a Budgeting conversion spreadsheet and will review instructions for its completion (if purchased).
- The Client will import and verify the Budgeting converted data.
- The Client is responsible for verifying the Budgeting conversion data.
- The Client will approve the final converted data.

- No Budgeting functional modifications are included within the <<TYPE>> Project scope.

1.6.8 Treasury Management

The following outlines major assumptions and activities surrounding the Treasury Management implementation phase of the Project:

- Tyler will assist the Client in the selection and definition of Treasury Management functional configuration options (e.g., Bank Codes, Type Codes, etc.).
- The Client, with Tyler support, is responsible for the testing of selected configuration options.
- The Client, through data testing, will approve the functional configuration options and setup.
- No Treasury Management functional modifications are included within the <<TYPE>> Project scope.

1.6.9 Requisitions

The following outlines major assumptions and activities surrounding the Requisitions implementation phase of the Project:

- Tyler will assist the Client in the selection and definition of Requisitions in coordination with Purchase Orders functional configuration options (e.g., Buyers, Approvers, etc.).
- The Client, with Tyler support, is responsible for the testing of selected configuration options.
- The Client, through testing, will approve the functional configuration options and setup.
- No Requisitions functional modifications are included within the <<TYPE>> Project scope.

1.6.10 Purchase Orders

The following outlines major assumptions and activities surrounding the Purchase Orders implementation phase of the Project:

- Tyler will assist the Client in the selection and definition of Purchase Orders functional configuration options (e.g., Req/PO numbering, Bill to/Ship to Codes, Commodity Codes, etc.).
- The Client, with Tyler support, is responsible for the testing of selected configuration options.
- The Client will approve the functional configuration options and setup.
- The Client, through data testing, will approve the functional configuration options and setup.
- The Client with Tyler support shall conduct configuration testing and approval using sample data prior to conversion data loading or verification.
- Tyler will provide a Purchase Order conversion spreadsheet and will review instructions for its use (if purchased).
- Tyler will instruct the Client how to load and verify the Purchase Order converted data.
- The Client is responsible for verifying the Purchase Order conversion.
- The Client will approve the final converted data.
- No Purchase Order functional modifications are included within the <<TYPE>> Project scope.

1.6.11 Accounts Payable

The following outlines major assumptions and activities surrounding the Accounts Payable implementation phase of the Project:

- Tyler will assist the Client in the selection and definition of Accounts Payable functional configuration options (e.g., A/P Parameters, Miscellaneous Codes, etc.).
- The Client, with Tyler support, is responsible for the testing of selected configuration options.
- The Client, through data testing, will approve the functional configuration options and setup.
- The Client, with Tyler support, shall conduct configuration testing and approval using sample data prior to conversion data loading or verification.
- Tyler will provide an Accounts Payable conversion spreadsheet and will review instructions for its completion (if purchased).
- Tyler will instruct the Client how to load and verify the Purchase Order converted data.
- The Client is responsible for verifying the Accounts Payable conversion process.
- The Client will determine and approve the final converted data.
- No Accounts Payable functional modifications are included within the <<TYPE>> Project scope.
- Munis shall support the functional verification of the import of data into Accounts Payable from external third-party interfaces.

1.6.12 Bid Management

The following outlines major assumptions and activities surrounding the Bid Management implementation phase of the Project:

- Tyler will assist the Client in the analysis of Bid Management functionality (e.g., Commodity Code integration, Bid/Master Catalog, etc.).
- The Client, with Tyler support, is responsible for the testing of selected functional options.
- The Client, through data testing, will approve the functional options and setup.
- No Bid Management functional modifications are included within the <<TYPE>> Project scope.

1.6.13 Contract Management

The following outlines major assumptions and activities surrounding the Contract Management implementation phase of the Project:

- Tyler will assist the Client in the selection and definition of Contract Management functional configuration options (e.g., Parameter File, Miscellaneous Codes, etc.).
- The Client, with Tyler support, is responsible for the testing of selected configuration options.
- The Client, through data testing, will approve the functional configuration options and setup.
- No Contract Management functional modifications are included within the <<TYPE>> project scope.

1.6.14 Inventory

The following outlines major assumptions and activities surrounding the Inventory implementation phase of the Project:

- Tyler will assist the Client in the selection and definition of Inventory functional configuration options.
- The Client, with Tyler support, is responsible for the testing of selected configuration options.
- The Client will approve the functional configuration options and setup.
- The Client, through data testing, will approve the functional configuration options and setup.

- The Client with Tyler support shall conduct configuration testing and approval using sample data prior to conversion data loading or verification.
- Tyler will provide an Inventory conversion spreadsheet and will review instructions for its use (if purchased).
- Tyler will instruct the Client how to load and verify the Inventory converted data.
- The Client is responsible for verifying the Inventory conversion.
- The Client will approve the final converted data.
- No Inventory functional modifications are included within the <<TYPE>> Project scope.

1.6.15 Fixed Assets

The following outlines major assumptions and activities surrounding the Fixed Assets implementation phase of the Project:

- Tyler will assist the Client in the selection and definition of General Ledger functional configuration options (e.g., Parameter Table, Class, Sub-Class, Department Codes, etc.).
- The Client, with Tyler support, is responsible for the testing of selected configuration options.
- The Client, through data testing, will approve the functional configuration options and setup.
- The Client, with Tyler support, shall conduct configuration testing and approval using sample data prior to conversion data loading or verification.
- Tyler will provide a Fixed Assets conversion spreadsheet and will review instructions for its completion (if purchased).
- Tyler will instruct the Client how to load and verify the Fixed Assets converted data.
- The Client will verify the Fixed Assets converted data.
- The Client is responsible for verifying the Fixed Assets conversion process.
- The Client will approve the final converted data.
- No Fixed Assets functional modifications are included within the <<TYPE>> Project scope.

1.6.16 GASB 34 Report Writer

The following outlines major assumptions and activities surrounding the GASB34 Report Writer implementation phase of the Project:

- Tyler will assist the Client in the selection and definition of the GASB34 Report Writer functional configuration options.
- The Client, with Tyler support, is responsible for the testing of selected configuration options.
- The Client will approve the functional configuration options and setup.

1.6.17 Work Orders, Fleet & Facilities Management

The following outlines major assumptions and activities surrounding the Inventory implementation phase of the Project:

- Tyler will assist the Client in the selection and definition of Work Orders, Fleet & Facilities Management functional configuration options.
- The Client, with Tyler support, is responsible for the testing of selected configuration options.
- The Client will approve the functional configuration options and setup.

- The Client, through data testing, will approve the functional configuration options and setup.
- The Client with Tyler support shall conduct configuration testing and approval using sample data prior to conversion data loading or verification.
- Tyler will provide a Work Orders, Fleet & Facilities Management conversion spreadsheet and will review instructions for its use (if purchased).
- Tyler will instruct the Client how to load and verify the Work Orders, Fleet & Facilities Management converted data.
- The Client is responsible for verifying the Work Orders, Fleet & Facilities Management conversion.
- The Client will approve the final converted data.
- No Work Orders, Fleet & Facilities Management functional modifications are included within the <<TYPE>> Project scope.

1.6.18 General Billing

The following outlines major assumptions and activities surrounding the General Billing implementation phase of the Project:

- Tyler will assist the Client in the selection and definition of General Billing functional configuration options (e.g., A/R Codes, Charge Codes, integration with Projects/Grant Accounting, etc.).
- The Client, with Tyler support, is responsible for the testing of selected configuration options.
- The Client will approve the functional configuration options and setup.
- The Client, through data testing, will approve the functional configuration options and setup.
- The Client with Tyler support shall conduct configuration testing and approval using sample data prior to conversion data loading or verification.
- Tyler will provide a General Billing conversion spreadsheet and will review instructions for its use (if purchased).
- Tyler will instruct the Client how to load and verify the General Billing converted data.
- The Client is responsible for verifying the General Billing conversion.
- The Client will approve the final converted data.
- No General Billing functional modifications are included within the <<TYPE>> Project scope.

1.6.19 Accounts Receivable/Cash Receipting

The following outlines major assumptions and activities surrounding the Accounts Receivable/Cash Receipting implementation phase of the Project:

- Tyler will assist the Client in the selection and definition of Accounts Receivable/Cash Receipting functional configuration options (e.g., A/R Code, A/R Parameter File, etc.).
- The Client, with Tyler support, is responsible for the testing of selected configuration options.
- The Client, through data testing, will approve the functional configuration options and setup.
- No Accounts Receivable/Cash Receipting functional modifications are included within the <<TYPE>> Project scope.

1.6.20 Tyler Forms Processing

The following outlines major assumptions and activities surrounding the Tyler Forms Processing implementation phase of the Project:

- Munis will implement Tyler Forms as applicable to the Purchase Order, Accounts Payable Checks and General Billing Forms.
- Munis Project Manager coordinates Tyler Forms Implementation to insure Client's requirements and schedule are communicated in a timely manner.
- Client is responsible for responding to Tyler Forms Implementation print solutions information requests in a comprehensive and timely manner.
- Client agrees to sign-off on form designs no later than sixty (60) days before go-live.
- Client will approve the print solution options selected.
- Munis will support the Client's verification and test of the delivered print solutions.
- The Client shall provide final approval of the Client's print solutions.
- Munis Project Manager, with the assistance of the Client Project Manager, will monitor the progress of the Tyler Forms deliverables to insure compliance with the Project Plan.

1.6.21 Munis Crystal Reports

The following outlines major assumptions and activities surrounding the Crystal Reports implementation phase of the Project:

- The Client shall have the Crystal Reports software installed and available before Munis begins Munis Crystal Reports interface training
- Tyler will assist the Client in the creation of report structure detail (e.g. Headers, Footers, Field and Text Objects, etc.).
- Tyler will provide exercises to assist during the Crystal Report training.
- Munis Crystal Reports training provides and introductory exposure to Crystal Reports functionality, but does not include the development of specific reports.
- Munis Crystal Reports training will not take place until a suitable database with Client specific information is available for reporting purpose.

1.6.22 Munis Office

The following outlines major assumptions and activities surrounding the Munis Office implementation phase of the Project:

- Munis shall introduce and provide training of the integration of the Munis Office with the Microsoft® Office Suite during the presentation of each applicable module.

1.6.23 Tyler Content Management

The following outlines major assumptions and activities surrounding the Munis Content Management Software implementation phase of the Project:

- Installation is handled by Tyler-Munis Installation Team and Client.
- Training is accomplished through a Video presentation.

1.6.24 Payroll

The following outlines major assumptions and activities surrounding the Munis Payroll Software implementation phase of the Project:

- Tyler will assist the Client in the selection and definition of Payroll functional configuration options.
- The Client, with Tyler support, is responsible for the testing of selected configuration options.
- The Client, through data testing, will approve the functional configuration options and setup.
- The Client, with Tyler support, shall conduct configuration testing and approval using sample data prior to conversion data loading or verification.
- Tyler will provide a Payroll conversion spreadsheet and will review instructions for its completion (if purchased).
- Tyler will instruct the Client how to load and verify the Payroll converted data.
- The Client is responsible for verifying the Payroll conversion process.
- The Client will determine and approve the final converted data.
- The Client will complete a minimum of two parallel payroll cycles.
- No Payroll functional modifications are included within the <<TYPE>> Project scope.

1.6.25 HR Management

The following outlines major assumptions and activities surrounding the Munis HR Management Software implementation phase of the Project:

- Tyler will assist the Client in the selection and definition of HR Management functional configuration options.
- The Client, with Tyler support, is responsible for the testing of selected configuration options.
- The Client, through data testing, will approve the functional configuration options and setup.
- The Client, with Tyler support, shall conduct configuration testing and approval using sample data prior to conversion data loading or verification.
- Tyler will provide a HR Management conversion spreadsheet and will review instructions for its completion (if purchased).
- Tyler will instruct the Client how to load and verify the HR Management converted data.
- The Client is responsible for verifying the HR Management conversion process.
- The Client will determine and approve the final converted data.
- No HR Management functional modifications are included within the <<TYPE>> Project scope.

1.6.26 Applicant Tracking

The following outlines major assumptions and activities surrounding the Munis HR Management Software implementation phase of the Project:

- Tyler will assist the Client in the selection and definition of Applicant Tracking functional configuration options.
- The Client, with Tyler support, is responsible for the testing of selected configuration options.
- The Client, through data testing, will approve the functional configuration options and setup.

- The Client, with Tyler support, shall conduct configuration testing and approval using sample data prior to conversion data loading or verification.
- Tyler will provide an Applicant Tracking conversion spreadsheet and will review instructions for its completion (if purchased).
- Tyler will instruct the Client how to load and verify the Applicant Tracking converted data.
- The Client is responsible for verifying the Applicant Tracking conversion process.
- The Client will determine and approve the final converted data.
- No Applicant Tracking functional modifications are included within the <<TYPE>> Project scope.

1.6.27 Pension Tracking

The following outlines major assumptions and activities surrounding the Munis Pension Tracking Software implementation phase of the Project:

- Tyler will assist the Client in the selection and definition of Pension Tracking Software functional configuration options.
- The Client, with Tyler support, is responsible for the testing of selected configuration options.
- The Client, through data testing, will approve the functional configuration options and setup.
- The Client, with Tyler support, shall conduct configuration testing and approval using sample data.
- No Pension Tracking functional modifications are included within the <<TYPE>> Project scope.

1.6.28 Timekeeping Interface

The following outlines major assumptions and activities surrounding the Munis Timekeeping Interface implementation phase of the Project:

- Tyler will assist the Client in the selection and definition of Timekeeping Interface functional configuration options.
- The Client, with Tyler support, is responsible for the testing of selected configuration options.
- The Client, through data testing, will approve the functional configuration options and setup.
- No Timekeeping Interface functional modifications are included within the <<TYPE>> Project scope.

1.6.29 Business Licenses

The following outlines major assumptions and activities surrounding the Munis Business Licenses Software implementation phase of the Project:

- Tyler will assist the Client in the selection and definition of Business Licenses functional configuration options.
- The Client, with Tyler support, is responsible for the testing of selected configuration options.
- The Client, through data testing, will approve the functional configuration options and setup.
- The Client, with Tyler support, shall conduct configuration testing and approval using sample data prior to conversion data loading or verification.
- Tyler will provide a Business Licenses conversion spreadsheet and will review instructions for its completion (if purchased).
- Tyler will instruct the Client how to load and verify the Business Licenses converted data.
- The Client is responsible for verifying the Business Licenses conversion process.

- The Client will determine and approve the final converted data.
- No Business Licenses functional modifications are included within the <<TYPE>> Project scope.

1.6.30 Permits & Code Enforcement

The following outlines major assumptions and activities surrounding the Munis Permits & Code Enforcement Software implementation phase of the Project:

- Tyler will assist the Client in the selection and definition of Permits & Code Enforcement functional configuration options.
- The Client, with Tyler support, is responsible for the testing of selected configuration options.
- The Client, through data testing, will approve the functional configuration options and setup.
- The Client, with Tyler support, shall conduct configuration testing and approval using sample data prior to conversion data loading or verification.
- Tyler will provide a Permits & Code Enforcement conversion spreadsheet and will review instructions for its completion (if purchased).
- Tyler will instruct the Client how to load and verify the Permits & Code Enforcement converted data.
- The Client is responsible for verifying the Permits & Code Enforcement conversion process.
- The Client will determine and approve the final converted data.
- No Permits & Code Enforcement functional modifications are included within the <<TYPE>> Project scope.

1.6.31 Central Property File

The following outlines major assumptions and activities surrounding the Munis Central Property File Software implementation phase of the Project:

- Tyler will assist the Client in the selection and definition of Central Property File functional configuration options.
- The Client, with Tyler support, is responsible for the testing of selected configuration options.
- The Client, through data testing, will approve the functional configuration options and setup.
- The Client, with Tyler support, shall conduct configuration testing and approval using sample data prior to conversion data loading or verification.
- No Central Property File functional modifications are included within the <<TYPE>> Project scope.

1.6.32 Utility Billing

- The following outlines major assumptions and activities surrounding the Munis Utility Billing Software implementation phase of the Project:
- Tyler will assist the Client in the selection and definition of Utility Billing functional configuration options.
- The Client, with Tyler support, is responsible for the testing of selected configuration options.
- The Client, through data testing, will approve the functional configuration options and setup.
- The Client, with Tyler support, shall conduct configuration testing and approval using sample data prior to conversion data loading or verification.
- Tyler will provide a Utility Billing conversion spreadsheet and will review instructions for its completion (if purchased).

- Tyler will instruct the Client how to load and verify the Utility Billing converted data.
- The Client is responsible for verifying the Utility Billing conversion process.
- The Client will determine and approve the final converted data.
- No Utility Billing functional modifications are included within the <<TYPE>> Project scope.

1.6.33 UB Meter Reader Interface

The following outlines major assumptions and activities surrounding the Munis UB Meter Reader Interface implementation phase of the Project:

- Tyler will assist the Client in the selection and definition of the UB Meter Reader Interface functional configuration options.
- The Client, with Tyler support, is responsible for the testing of selected configuration options.
- The Client, through data testing, will approve the functional configuration options and setup.
- No UB Meter Reader Interface functional modifications are included within the <<TYPE>> Project scope.

1.6.34 Tax Billing

The following outlines major assumptions and activities surrounding the Munis Tax Billing Software implementation phase of the Project:

- Tyler will assist the Client in the selection and definition of Tax Billing functional configuration options.
- The Client, with Tyler support, is responsible for the testing of selected configuration options.
- The Client, through data testing, will approve the functional configuration options and setup.
- The Client, with Tyler support, shall conduct configuration testing and approval using sample data prior to conversion data loading or verification.
- Tyler will provide a Tax Billing conversion spreadsheet and will review instructions for its completion (if purchased).
- Tyler will instruct the Client how to load and verify the Tax Billing converted data.
- The Client is responsible for verifying the Tax Billing conversion process.
- The Client will determine and approve the final converted data.
- No Tax Billing functional modifications are included within the <<TYPE>> Project scope.

1.6.35 CAMA Bridge

The following outlines major assumptions and activities surrounding the Munis CAMA Bridge implementation phase of the Project:

- Tyler will assist the Client in the selection and definition of the CAMA Bridge functional configuration options.
- The Client, with Tyler support, is responsible for the testing of selected configuration options.
- The Client, through data testing, will approve the functional configuration options and setup.
- No CAMA Bridge functional modifications are included within the <<TYPE>> Project scope.

1.6.36 BSA Interface

The following outlines major assumptions and activities surrounding the Munis BSA Interface implementation phase of the Project:

- Tyler will assist the Client in the selection and definition of the BSA Interface functional configuration options.
- The Client, with Tyler support, is responsible for the testing of selected configuration options.
- The Client, through data testing, will approve the functional configuration options and setup.
- No BSA Interface functional modifications are included within the <<TYPE>> Project scope.

1.6.37 CLT Interface

The following outlines major assumptions and activities surrounding the Munis CLT Interface implementation phase of the Project:

- Tyler will assist the Client in the selection and definition of the CLT Interface functional configuration options.
- The Client, with Tyler support, is responsible for the testing of selected configuration options.
- The Client, through data testing, will approve the functional configuration options and setup.
- No CLT Interface functional modifications are included within the <<TYPE>> Project scope.

1.6.38 Tax Title/Tax Sale/Tax Lien

The following outlines major assumptions and activities surrounding the Munis Tax Title/Tax Sale/Tax Lien Software implementation phase of the Project:

- Tyler will assist the Client in the selection and definition of Tax Title/Tax Sale/Tax Lien Software functional configuration options.
- The Client, with Tyler support, is responsible for the testing of selected configuration options.
- The Client, through data testing, will approve the functional configuration options and setup.
- Tyler will provide a Tax Title/Tax Sale/Tax Lien conversion spreadsheet and will review instructions for its completion (if purchased).
- Tyler will instruct the Client how to load and verify the Tax Title/Tax Sale/Tax Lien converted data.
- The Client is responsible for verifying the Tax Title/Tax Sale/Tax Lien conversion process.
- The Client will determine and approve the final converted data.
- The Client, with Tyler support, shall conduct configuration testing and approval using sample data prior to conversion data loading or verification.
- No Tax Title/Tax Sale/Tax Lien functional modifications are included within the <<TYPE>> Project scope.

1.6.39 Delinquent Process

The following outlines major assumptions and activities surrounding the Munis Delinquent Process implementation phase of the Project:

- Tyler will assist the Client in the selection and definition of the Delinquent Process functional configuration options.
- The Client, with Tyler support, is responsible for the testing of selected configuration options.

- The Client, through data testing, will approve the functional configuration options and setup.
- No Delinquent Process functional modifications are included within the <<TYPE>> Project scope.

1.6.40 Income Tax

The following outlines major assumptions and activities surrounding the Munis Delinquent Process implementation phase of the Project:

- Tyler will assist the Client in the selection and definition of the Income Tax functional configuration options.
- The Client, with Tyler support, is responsible for the testing of selected configuration options.
- The Client, through data testing, will approve the functional configuration options and setup.
- No Income Tax functional modifications are included within the <<TYPE>> Project scope.

1.6.41 Boat Excise

The following outlines major assumptions and activities surrounding the Munis Boat Excise Software implementation phase of the Project:

- Tyler will assist the Client in the selection and definition of Boat Excise functional configuration options.
- The Client, with Tyler support, is responsible for the testing of selected configuration options.
- The Client, through data testing, will approve the functional configuration options and setup.
- The Client, with Tyler support, shall conduct configuration testing and approval using sample data prior to conversion data loading or verification.
- Tyler will provide a Boat Excise conversion spreadsheet and will review instructions for its completion (if purchased).
- Tyler will instruct the Client how to load and verify the Boat Excise converted data.
- The Client is responsible for verifying the Boat Excise conversion process.
- The Client will determine and approve the final converted data.
- No Boat Excise functional modifications are included within the <<TYPE>> Project scope.

1.6.42 Excise Tax

The following outlines major assumptions and activities surrounding the Munis Excise Tax Software implementation phase of the Project:

- Tyler will assist the Client in the selection and definition of Excise Tax functional configuration options.
- The Client, with Tyler support, is responsible for the testing of selected configuration options.
- The Client, through data testing, will approve the functional configuration options and setup.
- The Client, with Tyler support, shall conduct configuration testing and approval using sample data prior to conversion data loading or verification.
- Tyler will provide an Excise Tax conversion spreadsheet and will review instructions for its completion (if purchased).
- Tyler will instruct the Client how to load and verify the Excise Tax converted data.
- The Client is responsible for verifying the Excise Tax conversion process.
- The Client will determine and approve the final converted data.

- No Excise Tax functional modifications are included within the <<TYPE>> Project scope.

1.6.43 NC Motor Vehicle Billing

The following outlines major assumptions and activities surrounding the Munis Motor Vehicle Billing Software implementation phase of the Project:

- Tyler will assist the Client in the selection and definition of Motor Vehicle Billing functional configuration options.
- The Client, with Tyler support, is responsible for the testing of selected configuration options.
- The Client, through data testing, will approve the functional configuration options and setup.
- The Client, with Tyler support, shall conduct configuration testing and approval using sample data prior to conversion data loading or verification.
- Tyler will provide a Motor Vehicle Billing conversion spreadsheet and will review instructions for its completion (if purchased).
- Tyler will instruct the Client how to load and verify the Motor Vehicle Billing converted data.
- The Client is responsible for verifying the Boat Excise conversion process.
- The Client will determine and approve the final converted data.
- No Motor Vehicle Billing functional modifications are included within the <<TYPE>> Project scope.

1.6.44 IL Vehicle Sticker

The following outlines major assumptions and activities surrounding the Munis Illinois Vehicle Sticker Software implementation phase of the Project:

- Tyler will assist the Client in the selection and definition of the Illinois Vehicle Sticker functional configuration options.
- The Client, with Tyler support, is responsible for the testing of selected configuration options.
- The Client, through data testing, will approve the functional configuration options and setup.
- The Client, with Tyler support, shall conduct configuration testing and approval using sample data prior to conversion data loading or verification.
- Tyler will provide an Illinois Vehicle Sticker conversion spreadsheet and will review instructions for its completion (if purchased).
- Tyler will instruct the Client how to load and verify the Illinois Vehicle Sticker converted data.
- The Client is responsible for verifying the Illinois Vehicle Sticker conversion process.
- The Client will determine and approve the final converted data.
- No Illinois Vehicle Sticker functional modifications are included within the <<TYPE>> Project scope.

1.6.45 VA Motor Vehicle Decal

The following outlines major assumptions and activities surrounding the Munis Virginia Motor Vehicle Decal Software implementation phase of the Project:

- Tyler will assist the Client in the selection and definition of the Virginia Motor Vehicle Decal functional configuration options.
- The Client, with Tyler support, is responsible for the testing of selected configuration options.
- The Client, through data testing, will approve the functional configuration options and setup.

- The Client, with Tyler support, shall conduct configuration testing and approval using sample data prior to conversion data loading or verification.
- Tyler will provide a Virginia Motor Vehicle Decal conversion spreadsheet and will review instructions for its completion (if purchased).
- Tyler will instruct the Client how to load and verify the Virginia Motor Vehicle Decal converted data.
- The Client is responsible for verifying the Virginia Motor Vehicle Decal conversion process.
- The Client will determine and approve the final converted data.
- No Virginia Motor Vehicle Decal functional modifications are included within the <<TYPE>> Project scope.

1.6.46 Parking Tickets

The following outlines major assumptions and activities surrounding the Munis Parking Tickets Software implementation phase of the Project:

- Tyler will assist the Client in the selection and definition of the Parking Tickets functional configuration options.
- The Client, with Tyler support, is responsible for the testing of selected configuration options.
- The Client, through data testing, will approve the functional configuration options and setup.
- The Client, with Tyler support, shall conduct configuration testing and approval using sample data prior to conversion data loading or verification.
- Tyler will provide a Parking Tickets conversion spreadsheet and will review instructions for its completion (if purchased).
- Tyler will instruct the Client how to load and verify the Parking Tickets converted data.
- The Client is responsible for verifying the Parking Tickets conversion process.
- The Client will determine and approve the final converted data.
- No Parking Tickets functional modifications are included within the <<TYPE>> Project scope.

1.6.47 Enforcement Technology Handheld Interface

The following outlines major assumptions and activities surrounding the Munis Enforcement Technology Handheld Interface implementation phase of the Project:

- Tyler will assist the Client in the selection and definition of the Enforcement Technology Handheld Interface functional configuration options.
- The Client, with Tyler support, is responsible for the testing of selected configuration options.
- The Client, through data testing, will approve the functional configuration options and setup.
- No Enforcement Technology Handheld Interface functional modifications are included within the <<TYPE>> Project scope.

1.6.48 NC Jury Selection

The following outlines major assumptions and activities surrounding the Munis Enforcement Technology Handheld Interface implementation phase of the Project:

- Tyler will assist the Client in the selection and definition of the NC Jury Selection functional configuration options.

- The Client, with Tyler support, is responsible for the testing of selected configuration options.
- The Client, through data testing, will approve the functional configuration options and setup.
- No NC Jury Selection functional modifications are included within the <<TYPE>> Project scope.

1.6.49 Voter

The following outlines major assumptions and activities surrounding the Munis Voter Software implementation phase of the Project:

- Tyler will assist the Client in the selection and definition of the Voter functional configuration options.
- The Client, with Tyler support, is responsible for the testing of selected configuration options.
- The Client, through data testing, will approve the functional configuration options and setup.
- The Client, with Tyler support, shall conduct configuration testing and approval using sample data prior to conversion data loading or verification.
- Tyler will provide a Voter conversion spreadsheet and will review instructions for its completion (if purchased).
- Tyler will instruct the Client how to load and verify the Voter converted data.
- The Client is responsible for verifying the Voter conversion process.
- The Client will determine and approve the final converted data.
- No Voter functional modifications are included within the <<TYPE>> Project scope.

1.6.50 Animal Licenses

The following outlines major assumptions and activities surrounding the Munis Animal Licenses Software implementation phase of the Project:

- Tyler will assist the Client in the selection and definition of the Animal Licenses functional configuration options.
- The Client, with Tyler support, is responsible for the testing of selected configuration options.
- The Client, through data testing, will approve the functional configuration options and setup.
- The Client, with Tyler support, shall conduct configuration testing and approval using sample data prior to conversion data loading or verification.
- Tyler will provide an Animal Licenses conversion spreadsheet and will review instructions for its completion (if purchased).
- Tyler will instruct the Client how to load and verify the Animal Licenses converted data.
- The Client is responsible for verifying the Animal Licenses conversion process.
- The Client will determine and approve the final converted data.
- No Animal Licenses functional modifications are included within the <<TYPE>> Project scope.

1.6.51 Dashboard

The following outlines major assumptions and activities surrounding the Munis Dashboard implementation phase of the Project:

- Tyler will assist the Client in the selection and definition of the Dashboard functional configuration options.

- The Client, with Tyler support, is responsible for the testing of selected configuration options.
- The Client, through data testing, will approve the functional configuration options and setup.
- No Dashboard functional modifications are included within the <<TYPE>> Project scope.

1.7 Data Conversion

The conversion process for the Munis Implementation includes the following data sources.

General Ledger

Standard	Chart of Accounts
Option 1	Summary Balances up to 3 years
Option 2	Budget Summary up to 3 years

Accounts Payable

Standard	Vendors, Remittance Addresses, 1099 Amounts
Option 1	AP Check History (Header, Detail)
Option 2	AP Invoices (Header, Detail)

Purchase Orders

Standard	Purchase Orders (Header/Detail)
----------	---------------------------------

Fixed Assets

Standard	Master, GL Accounts, Funding Source, Purchase History.
Option	Fixed Assets History

Inventory

Standard	Master
Option 1	Commodity Codes

Work Order/Fleet Maintenance

Option 1	Work Order
Option 2	Fleet History
Option 3	Facilities

General Billing

Standard	CID
Option 1	Recurring Invoices
Option 2	Bills (Header, Detail), Payment History, Invoices

Payroll, Human Resources, Applicant Tracking

Standard	Employee Master, Address
Option 1	Deductions
Option 2	Accruals (Vacation, Sick, Personal, etc.)
Option 3	Accumulators (Earnings & Deductions totals by period)
Option 4	Check History
Option 5	Earnings & Deduction History
Option 6	Applicant Tracking
Option 7	Personnel Action History
Option 8	Position Control History
Option 9	State Retirement Tables
Option 10	Certifications
Option 11	Education

Permits & Code Enforcements

Standard	Master
Option 1	Applications
Option 2	Violations
Option 3	Inspections

Business Licenses

Standard	BL Master, Customer Accounts
Option 1	Bills (Header Detail)

Utility Billing

Standard	UB Accounts, CIDs
Option 1	Services/Meter Inventory
Option 2	Assessments
Option 3	Consumption History
Option 4	Balance Forward AR
Option 5	Service Orders

Option 6	Backflow
Real Estate & Personal Property Tax	
Standard	RE & PP Master, CID, Bills (Header, Detail), Payment History, Special Conditions
Option 1	Tax Sale/Lien (CT, NY & MD only)
Motor Vehicle Excise Tax	
Standard	MV Master , Customer Accounts
Option 1	Situs (NC Only)
Option 2	Bills (header, detail), Payment History, Abatements/Adjustments
Boat Excise	
Standard	Master, CID
Option 1	Bills (header, Detail), Payment History (Header, Detail), Tax Bill Activity
Animal Licenses	
Standard	Customer Accounts, Master
Option 1	Bills (Header, Detail)
Parking Tickets	
Standard	Parking Ticket Master, Owner Plates, Customer Accounts
Option 1	Bills (Header, Detail)
Voter	
Standard	Master
Option 1	History

The recommended process consists of the following main steps:

1. Team Planning and Direction
2. Table Mapping
3. Legacy Data Translation
4. Table Importing/Loading
5. Table Validation
6. Production (final) Data Validation

1.7.1 Conversion Process Steps and Activities

Step 1: Team Planning and Direction:

Informal training for the conversion team about the process and objectives of each step; the establishment of the roles and responsibilities to support the business decision process associated with the conversion. The conversion of the existing data will probably involve several business decisions in respect of the way the legacy data is mapped onto the Munis program tables.

Step 2: Table Mapping

The process of mapping the existing data to the Munis tables and making the necessary decisions for conversion; there is a recommended sequence for the consideration of the tables as represented within the conversion spreadsheets.

Step 3: Legacy Table Translation

The development and testing of the programs and/or processes used to create the data using the mapping rules. During this phase there will need to be regular revision of the results by the conversion team as data anomalies and exception conditions are discovered.

Step 4: Table Importing/Loading

This function takes the Legacy source data and populates the applicable Munis tables.

Step 5: Table Validation

The processing of the validation and integrity checking of the data followed by the correction of errors and the rerunning of validations; the creation processes developed in step 3 will need to be revised and rerun until the process is clean and ready for go live implementation.

Step 6: Production (Final) Data Validation

The process of creating the full production data from the ready for production, repeated until all errors and anomalies have been corrected. There are several processes run in a specific sequence to set up the table relationships and balance the financial data. Again, errors detected during this process could result in revisions of step 3 and 4.

1.7.2 Conversion Assumptions

The following outlines the major assumptions and activities surrounding the conversion processes.

- <<Client>> shall provide all legacy data in Munis standard conversion file formats.
- Tyler shall provide definition of the standard file formats.
- <<Client>> and Tyler will determine critical legacy sources for validation, e.g. reports, selected records, etc.
- <<Client>> will generate required reports for validation in conjunction with data extraction.
- Tyler shall provide Error Reports with explanation of discrepancies which may create a situation that will require manual maintenance at live.
- <<Client>> will load data into Training database, and all verification will occur in the Training database.
- Tyler shall not proceed with end-user training until acceptance and approval of the verification performed within the Training database is received from <<Client>>.
- <<Client>> will insure that data is not loaded into the Live database until <<Client>> has provided written acceptance and approval of the verification performed within the Training database.

- Prior to the final conversion process <<Client>> will suspend activity in their legacy system in accordance with the Project Plan. Tyler and <<Client>> will mutually agree as to when this suspension period should begin.
- <<Client>> shall notify Tyler if <<Client>> takes over maintenance of converted master tables before all conversion steps for that module are complete.

1.8 Project Scope Approval and Commitment

The following signatures represent the understanding and acceptance of the approach for the Munis Financials Project Phase as described within this Project Scope document:

EXECUTIVE SPONSORS

Tyler Signature	_____	Date	_____
<<Client>> Signature	_____	Date	_____

PROJECT MANAGERS

Tyler Signature	_____	Date	_____
<<Client>> Signature	_____	Date	_____

Section 2 Change Management

2.1.1 Introduction

This Change Management overview has been developed for Munis Implementation Project Management to share with Client Project Management.

This overview will introduce the theories and perspectives of Change Management. Understanding and using the change management strategy will be central to the ultimate application and success of your Munis Implementation.

Client Project Management is encouraged to understand and manage change within their organization during the Munis implementation.

Suggested website for additional Change Management information:

<http://www.change-management.com/>

2.1.2 Change Management Overview

Change management is a structured process and set of tools for leading the people side of change.

2.1.2.1 The Natural Reaction to Change is Resistance

- Expect resistance
- Plan for resistance
- Understand resistance

2.1.2.2 Primary Reasons for Change Management Strategies

- Increase probability of project success
- Manage employee resistance to change
- Build change competency into organization

2.1.2.3 Integration of Project Management and Change Management

Project Management is:

- Concrete and Tangible
- Manages processes, technology and organizational change
- Well understood and implemented at project conceptions

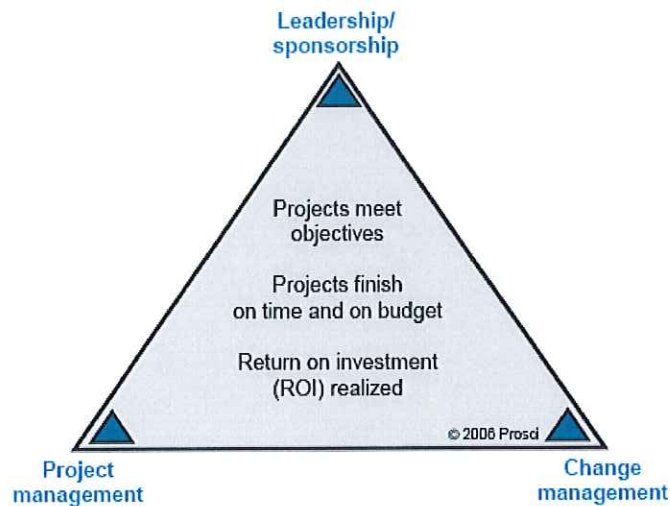
Change Management is:

- Broad, vague, intangible
- Manages the people side of change
- Typically not well understood and implemented after the fact

Integration of project management and change management planning at the inception of the project promotes project success.

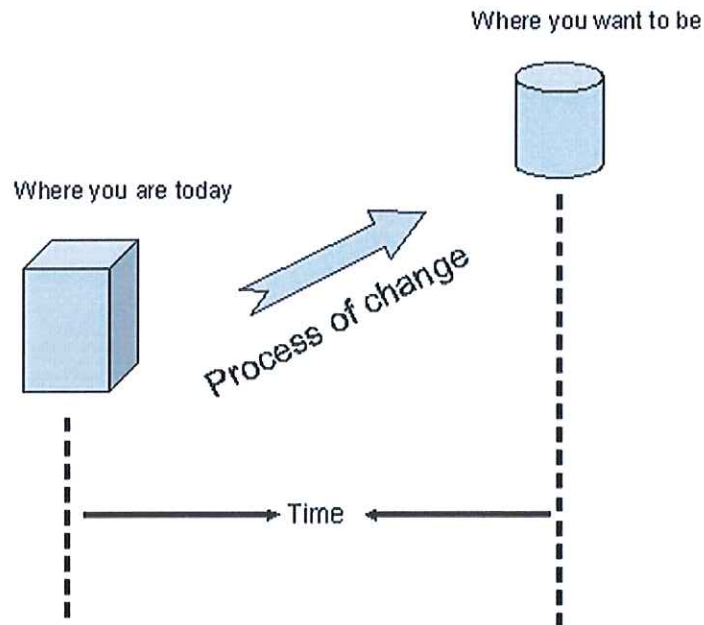
2.1.2.4 Three Critical Elements for Successful Change

- Executive Leadership - the required leadership to set the necessary changes into motion
- Project Management - the fundamentals of managing a project, including the design of work tasks and the management of resources to implement changes on time and on budget
- Change Management - the people side of change - represents the actions taken by the organization to help employees transition from the current state to the desired future state



2.1.3 Change is a Process

The concept that "change is a process" has been well documented in change management literature for many years. By breaking change down into discrete process elements, change management practitioners can adapt their strategies and techniques based on the unique attributes of that phase.



The most common lesson from this model for change is that managers must avoid treating change as a single meeting or announcement. The manager's role in change must be active and visible in all phases of the change process.

A second important practical application for this concept is that change management activities must be tailored according to where you are in the change process. As a project moves from one phase to the next, the change management activities will shift to meet the changing needs of the organization.

A larger lesson is that change must be viewed both as an organizational process and as an individual process. See Appendix for Self Assessment Tools.

2.1.3.1 Concepts of Change as a Process

- Managers must avoid treating change as a single meeting or announcement. The manager's role in change must be ongoing, active and visible in all phases of the change process.
- Change management activities must be tailored according to where you are in the change process.
- Effective change management requires both an organizational and individual change management approach.
- The timing for successful change should be dictated by the needs of the business to succeed and not by the readiness of employees. The faster the change, the more change management is required to prepare and enable employees.

2.1.4 Prosci © and the Change Management Learning Center Three Phase Change Management Process

Phase 1 - Preparing for change

- Prepare your team and/or staff for change management

- Enable your sponsors to support the change
- Conducting the readiness assessments

Phase 2 - Managing change

- Awareness of the need for change (why)
- Desire to support and participate in the change (our choice)
- Knowledge about how to change (the learning process)
- Ability to implement the change (turning knowledge into action)
- Reinforcement to sustain the change (celebrating success)

Phase 3 - Reinforcing Change

- Collect and analyze feedback
- Diagnose gaps and manage resistance
- Implement corrective actions and celebrate successes

2.1.5 Change Management Communication Plan

Communication is the most important and powerful tool in the Change Management strategy to breed change success. Sharing information with employees before, during and after a change will generate Awareness and Desire before the change; Knowledge and Ability during the change and Reinforcement after the change. See Appendix for sample communication plan.

At the first indication of change, the sponsor of the change (City Manager, Senior Management or Project Manager) should use multiple communication venues and clearly state the following information to employees at least 5-7 times:

- WHAT the change is
- WHY the change is necessary
- HOW the change will happen.
- EXPECTATION of employees regarding the change

2.1.5.1 Communication Criteria

Change Management Communications should implement the following criteria when communicating with employees:

- Repeat messages 5 to 7 times
- Use face-to-face – the most powerful form of communication
- Answer WIIFM – (What's in it for me?)
- Utilize Q&A format – Gather Feedback, Respond to Feedback
- Understand their interpretation – the employee version

2.1.6 Change Management Resistance Tools

Resistance is the norm, but your job as change managers is to understand the root cause of the resistance and address it.

When employees resist change, you should first look upward in the organization. If you examine the management chain above the resistant employees, you may find the source of resistance to be a manager above these employees. If this is the case, you should address that point of resistance before addressing resistance with employees. Once you have found the highest point of resistance in that management chain, you can begin to remove the barrier to change. See Appendix for Self Assessment Tools.

2.1.7 Change Management APPENDIX

2.1.7.1 Change Management Communication Plan

Communication should take place before, during and after the change:

Audience: All Employees

Timing	Message Content	Delivery Mechanism	Sender	Date and Time
First indications of Change” Multiple Communications	What, why, and how is the change happening	Presentation, Email, Intranet, Newsletter, Bulletin Board	Sponsor and Project Manager	
Early stages of the project	How the change will be implemented	Presentation, Email, Intranet, Newsletter, Bulletin Board	Sponsor and Manager or Supervisor	
During the design of the change	Who will be affected by the change	Presentation, Email, Intranet, Newsletter, Bulletin Board	Project Manager	
Before Implementation	When will training begin, who will be trained, where to find information	Presentation, Email, Intranet, Newsletter, Bulletin Board	Project Manager	
During the Implementation	When and where of the training, workshops, information sessions	Presentation, Email, Intranet, Newsletter, Bulletin Board	Project Manager	
Post Implementation	Ask for feedback, audit compliance with change	Presentation, Email, Intranet, Newsletter, Bulletin Board	Project Manager	

2.1.7.2 Change Management Assessment Tools

Self Assessment for Change Management

Do you feel that you have been presented with the correct information to understand the business reasons, benefits and risks of the current project?	1=No Awareness 2=Some Awareness 3=Neutral/Don't know 4=Good Awareness 5=Great Awareness	RANK <input data-bbox="1174 443 1291 537" type="text"/>
Do you have the motivation and desire to help bring the current project to a successful implementation?	1=No Desire 2=Some Desire 3=Neutral/Don't know 4=Good Desire 5=Great Desire	RANK <input data-bbox="1174 711 1291 806" type="text"/>
Do you have a clear understanding of the skills and knowledge necessary to bring the current project to success within your functional area?	1=No Knowledge 2=Some Knowledge 3=Neutral/Don't know 4=Good Knowledge 5=Great Knowledge	RANK <input data-bbox="1174 980 1291 1075" type="text"/>
Have you developed proficiency with the current project change in your functional area?	1=No Ability 2=Some Ability 3=Neutral/Don't know 4=Good Ability 5=Great Ability	RANK <input data-bbox="1174 1249 1291 1344" type="text"/>
Are there incentives in place to help retain the change that the current project is bringing to your organization?	1=No Reinforcement 2=Some Reinforcement 3=Neutral/Don't know 4=Good Reinforcement 5=Great Reinforcement	RANK <input data-bbox="1174 1518 1291 1612" type="text"/>
Are there any BARRIERS inhibiting your personal success with the current project? If so, what are they?		

Are there any ENABLERS that have helped you succeed with the current project? If so, what are they?	
---	--

How do you rank your over-all progress and success with the current project?	1=No Success/Progress 2=Some Success/Progress 3=Neutral/Don't know 4=Good Success/Progress 5=Great Success/Progress	RANK <div style="border: 1px solid black; width: 60px; height: 40px; margin: 10px auto;"></div>
--	---	--

Self Assessment for Change Management - Small

Are there any BARRIERS inhibiting your personal success with the current project? If so, what are they?	
--	--

Are there any ENABLERS that have helped you succeed with the current project? If so, what are they?	
---	--

How do you rank your over-all progress and success with the current project?	1=No Success/Progress 2=Some Success/Progress 3=Neutral/Don't know 4=Good Success/Progress 5=Great Success/Progress	RANK <div style="border: 1px solid black; width: 60px; height: 40px; margin: 10px auto;"></div>
--	---	--

Change Management Resistance Self Assessment**Self Assessment for Change Management - Resistance**

Do you feel that you have been presented with the correct information to understand the business reasons, benefits and risks of the current project change?	1=No Understanding	RANK <input type="text"/>
	2=Little Understanding	
	3=Neutral/Don't know	
	4=Good Understanding	
	5=Great Understanding	

Do you have the motivation and desire to help bring the current project change to a successful implementation?	1=No Motivation	RANK <input type="text"/>
	2=Little Motivation	
	3=Neutral/Don't know	
	4=Good Motivation	
	5=Great Motivation	

Do you have a clear understanding of the skills and knowledge necessary to be proficient with the current project change?	1=No Knowledge	RANK <input type="text"/>
	2=Little Knowledge	
	3=Neutral/Don't know	
	4=Good Knowledge	
	5=Great Knowledge	

Do you have the ability to take the skills and knowledge you have acquired and turn them into action to succeed with the current project change?	1=No Ability	RANK <input type="text"/>
	2=Little Ability	
	3=Neutral/Don't know	
	4=Good Ability	
	5=Great Ability	

Are there incentives in place to help sustain the current project change that is currently being implemented within your organization?	1=No Reinforcement	RANK <input type="text"/>
	2=Little Reinforcement	
	3=Neutral/Don't know	
	4=Good Reinforcement	
	5=Great Reinforcement	

Are there any BARRIERS inhibiting your personal success with the Project change?	
--	--

If so, what are they?		
Are there any ENABLERS that have helped you succeed with the Project change? If so, what are they?		
How do you rank your over-all progress and success with the current project change?	1=No Success/Progress 2=Little Success/Progress 3=Neutral/Don't know 4=Good Success/Progress 5=Great Success/Progress	RANK <div style="border: 1px solid black; width: 60px; height: 40px; margin: 10px auto;"></div>

Prosci ©Change Management Top-Ten Methods to Manage Resistance

Method 1 - Listen and Understand Objections

A critical step any manager should take when creating desire to change is to listen. The power of true listening and empathy is often underestimated. In many cases employees simply want to be heard and to voice their objections. Understanding these objections can often provide a clear path toward resolution. Listening can also help managers identify misunderstandings about the change. Rumors and background conversation often produce incorrect messages and wrong perceptions. Only through listening can managers identify these wrong perceptions and provide a correct and clear story about the change.

Caution: When engaging in this process, managers should avoid debating or arguing with employees. The goal is to listen and understand, and provide clarity about the change.

Method 2 - Focus on the "what" and let go of the "how"

In some types of changes, it is effective for managers to let go of the "how" and simply communicate "what" needs to change. This process transfers ownership of the solution to employees. Managers can share a clear vision of the end state, along with specific goals and timelines with employees. Employees then take on the task of achieving that vision. Employee involvement and ownership naturally builds desire to support the change, and ensures that employee objections are addressed in their solution. This technique is especially useful in small groups or departments in which the change falls within the scope of that group, and has little or no impact on other groups or departments.

Caution: If any combination of the following characteristics is present, then this process is more difficult to implement:

- a change becomes significantly large such that cross-department coordination and design is required
- the total number of employees is sufficiently large that they all cannot reasonably be involved in and take ownership of the design
- the design of the future state is already pre-determined and cannot be changed
- the change is dramatic and is happening quickly

Attempts to simulate employee participation through interviews, focus groups and other channels of collecting input from large groups of employees can backfire. Employee input does not equal employee ownership of the change. Input from employees is a good and necessary process, but will not necessarily create a desire to change when direct involvement and ownership are absent.

Method 3 - Remove Barriers

Desire to change can be inhibited by obstacles or barriers. These barriers may relate to family, personal issues, physical limitations or money. The first step when using this method is to have followed Method 1 so that you fully understand the individual situation with this employee. What may appear to be resistance or objections to the change may be disguised barriers that the employee cannot see past. Identify the barriers clearly. Determine ways that the business may be able to address these barriers.

For example, if a change involves assigning a manager to a new location that requires commuting 2-hours each way, then a barrier for this manager may be a son or daughter who does not want to leave their current school (nor does the parent wish to miss the activities of their child). By allowing this manager to arrange a home office for two or three days each week, then the barrier to change related to family impact may be removed.

Method 4 - Provide Simple, Clear Choices and Consequences

Building desire is ultimately about choice. Managers can facilitate this process by being clear about the choices employees have during change. In many cases, the actual change may be out of the control of front-line supervisors and managers. In these cases, it is very important that managers communicate in simple and clear terms what the choices and consequences are for each employee.

The City of Denver, Colorado, recently began one of the largest road construction projects in the state to widen the primary interstate highway that runs through the city. This project is called T-Rex. The design and building process were carefully planned many years before construction actually began. The construction crews on this project did not have control over the final design nor the construction sequence. Commuters certainly did not have control. However, this project was a role model for managing complex change. In this case the citizens of Denver and the surrounding areas were those impacted by the change. The project team created an ongoing communication campaign involving TV, radio and other media to:

- Let people know what would happen and when.
- Provide alternate routes and choices for commuting into Denver.
- Share the consequences of taking certain routes at certain times, including providing ongoing information about the expected delays along each route.

In this example, the change was going to happen no matter what. Yet, by communicating the choices to commuters and the potential consequences of each choice, some degree of control is given back to these commuters. That is also true of changes at work. Even when the change is defined and outside of local control, by providing simple and clear choices along with the consequences of those choices, you can put the ownership and control back into the hands of employees.

Method 5 - Create Hope

Many people will respond to the opportunity for a better future. They want to have hope. Managers can create desire to change by sharing their passion for change, creating excitement and enthusiasm, and creating hope in a better future for employees and for the organization. People will follow a leader that can create hope and whom they respect and trust. This method is the most effective when executive leadership, through visible and active participation with employees, creates hope and energy around the future state.

Caution: Creating hope takes a special kind of person. We have all known individuals in our lives and throughout history that have the traits of leadership that cause people to hope and to follow. They create a vision and build promise for a better future. Public figures include John F. Kennedy, Martin Luther King, and Gandhi. Leaders with these qualities are rare but not absent in both government and in business today. If your organization has this type of leadership, then building desire to change becomes much easier.

Method 6 - Show the Benefits in a Real and Tangible Way

For some employees seeing is believing. Demonstrating the benefits of change in a real and tangible way can create desire with employees. Examples could include:

- Sharing case studies of other companies who have successfully completed a similar change (and the results they achieved).
- Inviting guests to provide personal testimonials of how a similar type of change resulted in success for their organization.
- Visibly demonstrating the success of pilot programs or trials within your own organization (share small wins and celebrate success publicly).

Making the change real and demonstrating that success is possible can remove doubts and fears that some employees feel about change.

Method 7 - Make a Personal Appeal

When a manager has a close working relationship with an employee, using a personal appeal to support the change can create desire within an employee. A personal appeal works best with honest, open relationships where there is a high degree of trust and respect. A personal appeal may sound like:

"I believe in this change."

"It is important to me."

"I want your support."

"If you go with me on this, I will make sure this works out."

In a personal appeal, there is both an emotional component and an expectations component ("I'm counting on you"). The emotional component is part of each person's desire to support the people they are close to and whom they trust. The "I'm counting on you" component has built in a sense that the employee will be taken care of in the future, regardless of how things turn out with the change. Both of these elements can build desire to support change.

Method 8 - Convert the Strongest Dissenters

Within every organization there exist outspoken opinion leaders. When one or more of these strong and vocal employees are against change, they can negatively influence many other employees within the organization. By targeting these strongest dissenters, managers can use special tactics and interventions suggested here to convert these employees to support the change. By doing so, the strongest dissenters can become your strongest advocates. They are often equally vocal in their support as they were in their resistance.

By focusing your energy on a few strong resisters rather than on large groups of employees, two objectives are achieved for building desire to change. First, you regain some control over the powerful background conversation that takes place around the coffee pot and during breaks between employees. Second, you gain sponsors of change that are already influential with their peers. If you are not successful in converting these strongest dissenters, then Method 9 may be a viable option.

Method 9 - Create a Sacrifice

Often termed the "sacrificial lamb," removing a key manager that is demonstrating resistance to change sends a powerful signal to the organization as a whole. The message is:

- They are serious about this change.
- Resistance will not be tolerated.
- The consequences for not moving ahead with the organization are real and severe.

This method for creating desire to change is best used with a "Group 3" employee as discussed earlier. Often times these employees would be leaving the organization soon anyway. It is not necessary for this to be a negative experience for the employee that is leaving. Termination packages, early retirement offerings or a number of other programs can make this process good for the manager leaving, and at the same time send the right message to the organization.

Does this always need to be perceived by other employees as a harsh course of action? A recent case study shows how this method was used in a way that was not hurtful to the organization or the person leaving. A senior level manager at a financial services firm was outspoken and critical of changes planned in both processes and systems.

The resistance continued long enough that many employees came to the conclusion that this change would not happen after all. They had learned from past experience that if this key manager was opposed to the change, then it did not happen. The resistance was so plain that even an external consultant commented on the risk. Since the culture and values in this organization were very family-oriented (we take care of one another), imagine the surprise when the CEO announced that this resistant manager would be leaving the organization. What was notable in this case, however, was how the termination was presented in public. The manager was being given a celebration send-off and early retirement plan for his long-standing contribution to the company. The separation was positive for the manager, and, in his own way, the CEO sent a message to the organization. That message was that we can manage change and continue to live our values.

Caution: Organizations should not look for a sacrificial lamb as a standard practice. This tool should be used after other options have failed and the change is at risk. When fear is created in an organization, this fear can play out in both negative and positive ways. Once a decision like this has been made, the organization needs to carefully manage the fallout from this approach.

Method 10 - Use Money or Power

When mid-level or senior managers are resistant to change, yet are critical to the success of the change and the organization, two incentives may be required to secure their support. These incentives would be used when all other methods for building desire have failed.

- Increase their compensation or create a bonus program such that they are directly rewarded for the successful completion of the change.
- Offer a promotion to a position they desire.

In short, bargain. When a manager is necessary to ensure a smooth transition, and assuming that other barriers, obstacles or objections have been removed, then at some point you have to decide what you are willing to give up in order to gain their support. What is their contribution worth to the business, and how can the business negotiate for this endorsement and support. This negotiation should be specific on the actions and behaviors that are expected to support the change.

An example of the need for this negotiation is with mergers and acquisitions. In these types of changes, key managers are necessary for successful transition. However, some of these key managers may have opposed the buy-out or merger. These special circumstances require different methods for keeping these critical managers on-board. Money and position are two tools that may create a desire to support the change in these circumstances.

Section 3 Communication Plan

3.1 Document Control Information

Document Number	Munis - <<Client>> - 001
Document Title:	Financials Phase Communications Plan
Document File:	
Creation Date:	
Created By:	
Document Status:	INITIAL VERSION

3.2 Change Control History

Change Control Number	Change Date	Description

3.3 Project Communication Plan Overview

3.3.1 Description

The Project Communication Plan identifies and describes the formal and informal communications that are critical throughout the Munis project. The Plan includes specific information regarding the type of communication, purpose, scope, objectives, audience, responsibilities, format, and timings.

The formal committees, meetings, and communications identified in this plan will evolve as the project progresses through the various phases of testing and as the implementation of the system approaches. This plan should be updated by <<Client>> to reflect those changes.

3.3.2 Purpose

The purpose of the Project Communication Plan is to outline the specific project communications that are required in order to successfully execute and manage the implementation of the Munis product.

Communications are dependent on <<Client>> Management, <<Client>> Project Manager, Tyler Project Manager, Munis Business/Implementation Analysts, Munis Support, Team Leads, and Team Members to provide information and input regarding the need, opportunities, focus, target audience, content, and feedback related to communications throughout the Munis Implementation project lifecycle.

The Project Team will:

- Identify all internal/external stakeholders and stakeholders' need for project information
- Provide accessible documentation of project status, actions, issues, risks, and change management requests
- Communicate resource requirements to internal and external stakeholders

While Tyler recognizes that <<Client>> has its own resources for managing communications (i.e. networks, websites, etc), Tyler has a dedicated communication resource tool for the Project. All documents related to the Munis Implementation Phase of Project will be posted to the Tyler SharePoint site, under the <<Client>>.

An effective Project Communication Plan will be used to ensure that the project team is working together as a cohesive and unified group while creating a method to effectively and regularly deliver a status of the overall project to all stakeholders.

3.4 Summary of Communication Plan Elements

The following table summarizes the strategies used to meet the documented goals of the Communication Plan:

Vehicle of Communication	Audience	Frequency	Medium	Owner(s)	Date Delivered	Expected Result
Kick Off Meetings	Client Project Manager, Functional Leaders, Project Team	Start of Overall Project and each sub-project	Presentation	Tyler PM		Client will receive information from Tyler PM to assist in planning and executing project.
Executive Mandate	Organization	Start of Overall Project and each sub-project if necessary	Letter	Client Executive Officer		Organization will understand the purpose and importance of the project as well as the level of commitment required to make it successful.
Phase Planning Meetings	Functional Leaders, Project Team	Start of Overall Project and each sub-project	Planning Document	Tyler PM, Client PM		Roles and responsibilities will be outlined as well as Scope review, communication streams, Quality Assurance processes and initial schedule development.
Project Status Management Meetings	Client Management	Quarterly	Status Reports, Budget Reports	Client PM		Provide overall project direction, executive sponsorship, and support in the adoption of new technology and business processes.
Project Team Meetings	Functional Leaders, Project Team	Weekly	Status Reports	Client PM		Provide key project participants and client management with detailed information regarding project task status, schedules, progress, and budget.
Tyler Implementation Status Meetings	Tyler PM and Client PM	Bi-Weekly until 90 days from LIVE, then Weekly	Issues Lists, Schedules, Deliverables	Client PM		Establish an effective channel of communications with the Tyler project team to ensure coordination of all tasks and completion of all activities.
FAQ Document	Organization	Evolving	Hardcopy, SharePoint	Client PM		Answer frequently asked questions about the project and its benefits

Project Plan	Client Project Manager, Functional Leaders, Project Team	Evolving	Hardcopy, SharePoint	Tyler PM	Communicate clearly defined tasks, milestones, schedules and dependencies.
Project Status Reports	Client Project Manager, Functional Leaders, Project Team, Tyler PM	Bi-Weekly	Email	Tyler PM	Provide effective and timely communication to the key project stakeholders on the status of the Tyler Project at a detailed level. The goal is to keep the project stakeholders abreast of the current project status, project issues, upcoming events, and project milestones at a detailed level. Delivery point will be to Client PM for distribution.
Critical Stop Sign-Offs	Client Project Manager, Functional Leaders, Project Team, Tyler PM	Evolving	Hardcopy	Tyler PM	Provide clear acceptance and authorization to proceed.
Project Web Space or Shared Directory	Functional Leaders, Project Team, Organization, Community	Evolving	SharePoint	Client PM	Provide information and support for the project goals to the community and organization as well as providing access to key documents, schedules, etc.

3.5 Meetings

3.5.1 Kick-Off Meeting(s)

a) **Purpose:**

The purpose of the Kick-Off Meeting is to outline the project progression, review roles and responsibilities, and inform <<Client>> with enough detail to allow for adequate project planning. <<Client>> Management Team is ultimately responsible for creating a receptive environment and establishing standards for the acceptance of change, enhanced business processes and information availability.

b) **Objectives:**

The objectives of the Kick-Off Meeting(s) are to:

- Provide communications on the overall Munis Project to key stakeholders.
- Identify, discuss, and facilitate the timely assignment of roles and responsibilities related to the project.
- Determine target live dates and review associated project milestones, critical path activities, and project tasks.
- Begin the process of building a unified Project Team.

c) **Members and Attendees:**

The Kick-Off Meeting will be attended by the following members:

<<Client>> Project Manager – Jason Mann

<<Client>> Project Sponsor –

<<Client>> IT Services Director – Jonathan Feldman

<<Client>> Finance Department Functional Leaders

<<Client>> Human Resources Department Functional Leaders

<<Client>> Business License Department Functional Leaders

<<Client>> Utility Billing Department Functional Leaders

<<Client>> Parking Tickets Department Functional Leaders

Tyler Project Manager –

Tyler TCS Manager –

Tyler Financials Project Manager –

Tyler Sales Representative –

Tyler Regional Manager – Penny Parsons

Other members of the Project Team will attend on an as required basis.

d) **Responsibilities:**

<<Client>> Project Manager and Tyler Project Manager will:

- Schedule the Kick-Off meetings
- Publish a recommended agenda prepared by the Tyler Project Manager

- Approve the attendance of any subject matter experts required to discuss agenda topics
 - Facilitate the meeting
- e) **Owner:**
Tyler Project Manager
- f) **Format:**
The Tyler Project Manager will prepare the agenda for the Kick-Off Meeting. <<Client>> Project Management Team will be responsible for organizing the appropriate attendees and publishing the agenda information at least 5 business days in advance of the meeting.
- g) **Timing:**
When:
Location:

3.5.2 Project Status Management Meetings

- a) **Purpose:**
The purpose of the Project Status Management Meetings is to demonstrate and encourage consistent and visible support for the Munis Project and to build and maintain momentum throughout. <<Client>> Management Team is ultimately responsible for creating a receptive environment and establishing standards for the acceptance of change, enhanced business processes and information availability.
- b) **Objectives:**
The objectives of the Project Status Management Meetings are to:
- Provide communications on the status of Munis Project to key stakeholders.
 - Identify, discuss, and facilitate the timely resolution of issues and risk management related to the project.
 - Review project milestones, critical path activities, and project tasks which must be completed to meet go-live dates.
 - Receive input on project deployment, functions, and enhancements.
- c) **Members and Attendees:**
<<Client>> Management Team will be comprised of the following members:
- <<Client>> Executive Team
-
- Other members of the Project Team will attend on an as required basis.
- d) **Responsibilities:**
<<Client>> Project Manager will:
- Schedule the monthly meetings
 - Schedule any special meetings
 - Review and publish a recommended agenda prepared by <<Client>> Project Manager
 - Approve the attendance of any subject matter experts required to discuss agenda topics
 - Facilitate the meeting
 - Approve the minutes of the meeting and publish them to all attendees

e) **Owner:**

<<Client>> Project Manager –

f) **Format:**

<<Client>> Project Manager will prepare the agenda for <<Client>> Project Management Team. <<Client>> Project Management Team will be responsible approving the agenda together with any supporting information and publish the information at least 5 business days in advance of the meeting.

<<Client>> Project Manager will be responsible for providing an overview of the status and budget of the overall Project as well as reviewing any remaining open items not resolved since the last meeting that may require <<Client>> Project Management Team action. <<Client>> Project Manager will provide a brief summary of the items completed within the past 3 months, tasks to be started in the next 3 months, and new issues that should be reviewed by <<Client>> Project Management Team. Throughout the meeting, action items will be identified and assigned.

g) **Timing:**

When: Monthly

Location: To be Determined

3.5.3 Project Team Meetings

a) **Purpose:**

The purpose of Project Team Meetings is to review the overall Munis Project status, including budget, schedule, critical tasks, and issues facing the project. Project Team Meetings will be used to communicate task status and identify issues to ensure appropriate actions are taken on a timely basis to resolve open issues and meet scheduled due dates.

b) **Objectives:**

The objectives of the Project Team Meetings are as follows:

- Document the status of the Munis Project to project team members and publish the results to the Project Team management.
- Identify, discuss, assign responsibility, and determine due dates for issues related to the project.
- Review the upcoming project milestones and associated project tasks to be completed to reach those milestones.

c) **Members and Attendees:**

The following project team members will be attending the Project Team Meetings. An alternate project team member must be identified to substitute where possible if the assigned team leader cannot attend:

Other project members will be invited to the Team Meetings by the related Project Managers or Team Leads to provide information deemed critical for the Project Team to review.

d) **Responsibilities:**

The Project Team Meetings are used to review the overall project progress and identify issues on a high level basis. <<Client>> Project Manager will be responsible for the following tasks:

- Prepare a report that show actual schedule status versus projected status
- Maintain an issue report with summary of issues, recommended actions, assignment of responsibility, and due date
- Take minutes at the Project Team Meeting and publish the results within 5 business days

<<Client>> Project Manager will use individual Project Team Meeting minutes to summarize all pertinent issues and create a consolidated version of project status to report to <<Client>> Management Team.

e) Owner:

<<Client>> Project Manager

f) Format:

<<Client>> Project Manager is responsible for the preparation of the agenda and conducting the meetings. <<Client>> Project Manager will be responsible for ensuring the creation and distribution of the agenda, together with supporting information, 24 hours in advance of the meeting.

<<Client>> Project Manager will provide an overview of the project status during the meeting (both oral and written status reports) per the status reports. A review of the existing project issues and risks will be conducted and new project issue and risk items will be identified, discussed, and logged. Throughout the meeting, action items will be identified and assigned. A review of the action items from the previous week's meeting will be conducted. <<Client>> Project Manager is responsible for documenting the outcomes of the meeting and publishing those outcomes to the Project Team.

g) Timing:

When:

Time:

h) Location:

To be Determined

3.5.4 Munis Implementation Status Meetings

a) Purpose:

The purpose of the Munis Implementation Status Meeting is to facilitate and manage the efficient and effective implementation of Munis.

b) Objectives:

The objectives of the Munis Implementation Status Meeting are:

- Manage and oversee the completion of the Implementation Plan.
- Review, recommend and decide the resolution of implementation systems issues.
- Review, recommend and decide the resolution of requested changes that affect the project.
- Review, recommend and decide the resolution of project risks.
- Recommend items to be escalated that need attention of management.

c) Members:

The Implementation Team will consist of the following project staff:

Tyler Project Manager

<<Client>> Project Manager

Tyler Project Manager(s)

Other business area leads may be invited to attend for specific topics, or as specific systems are being implemented during the life of the project. Where a member is unable to attend an appropriate substitute should be provided.

d) Responsibilities:

<<Client>> Project Manager will be responsible for leading the meeting. Specific responsibilities include the following.

- Facilitating the meeting
- Ensuring that the meeting remains on schedule and completes within the allocated time
- Presenting proper information in the meeting dialogue
- Documenting outcome, responsibilities, and issues identified within the meeting
- Distributing minutes summarizing the meeting outcomes

e) Owner:

<<Client>> Project Manager (Owns)

Tyler Project Manager (Participates)

f) Format:

<<Client>> Project Manager is responsible for preparing the agenda and providing overall meeting leadership. The project attendees will provide status of assigned tasks; schedule; possible delays and slippages; project related issues; and new and existing Change Requests in accordance with the Change Control System. Throughout the meeting, action items will be identified and assigned. A review of the action items from the previous week's meeting will be reviewed.

g) Timing:

When: Bi-Weekly until 90 days before Live Date, then Weekly

Time:

Location:

3.6 Reporting

3.6.1 Project Status Reports

a) Purpose:

The purpose of the Project Status Reports is to communicate a summary of the current project status, in writing, to <<Client>> Project Manager. The Project Status Reports present a view of an individual project based on schedule, task, and budget.

b) Objective:

The objective of the Project Status Reports is to provide effective and timely communication to the key project stakeholders on the status of the Munis Project at a detailed level. The goal is to keep the project stakeholders abreast of the current project status, project issues, upcoming events, and project milestones at a detailed level.

c) **Audience:**

The distribution list for the Project Status Report is as follows.

Distribution: <<Client>> Project Manager

d) **Owner:**

Tyler Project Manager

e) **Responsibilities:**

The Tyler Project Manager is responsible for developing and uploading the Project Status Report to the Tyler-Client Share Point site.

f) **Format:**

A sample format for the Detailed Project Status Report can be found on Page 74.

g) **Timing:**

The Detailed Project Status Report will be published on a bi-weekly basis following Implementation Team Meetings.

3.6.2 Client Project Share Point Site

a) **Purpose:**

The purpose of the <<Client>> Project Share Point Site is to keep stake holders aware of the status of the Munis implementation. Users will be directed to this area to review current project status as well as provide input to the project team.

b) **Objective:**

The objective of <<Client>> Project Share Point Site is to facilitate and encourage information sharing between the Project team and members of the Organization.

c) **Audience :**

<<Client>> Project Share Point Site is meant to be accessible to all internal and external users who are involved at any level of the Munis Project. A link will be easily accessible to retrieve project information from <<Client>> Project Share Point Site.

d) **Owner:**

<<Client>> Project Manager (Contributing Role)

Tyler Project Manager (Owner)

e) **Responsibilities:**

The Tyler Project Manager will have the primary responsibility of providing updated status for the Project Share Point Site on at least a monthly basis, or more often when critical systems are coming online.

f) **Format:**

The format of <<Client>> Project Share Point Site will be consistent from project phase to project phase. The following information will be required:

- Project name
- Project description
- Start and anticipated end date
- Anticipate users or group of users who will be impacted
- Schedule of main events

- Project Team Members with email and phone numbers

“Hot” news

- List of critical dates/tasks happening in the short term
- Information, warnings, requirements happening within a 2 week span of time

g) Timing:

<<Client>> Project Share Point Site will be updated on at least a monthly basis and could be updated daily based on the timing of critical applications.

3.6.3 Sample Status Report

<<NAME>>	Date of Submittal to <<Client>> Project Manager:
Project Manager:	
Tyler Project Manager:	For Project Period:
Planned Accomplishments This Period:	
Product Overview Demonstration - In Depth Analysis Options- Knowledge Transfer to Functional Leaders Part I	
Product Overview Demonstration - In Depth Analysis Options- Knowledge Transfer to Functional Leaders Part II	
Client Submits Chart of Accounts Spreadsheet to Munis Consultant	
Munis Consultant Reviews Chart of Accounts and Provides Feedback to Client	
Client Makes Changes to Chart of Accounts Conversion Spreadsheet if Necessary	
Munis Consultant Delivers Part I Best Business Practice Recommendations	
Client Submits Chart of Accounts to Tyler PM for Conversion	
Finalize Financials Verification Test	
Reschedule Payroll Verification Test	
Tyler Consultant Delivers Part II As Is Analysis Notes	
Actual Accomplishments This Period:	
Product Overview Demonstration - In Depth Analysis Options- Knowledge Transfer to Functional Leaders Part I	
Product Overview Demonstration - In Depth Analysis Options- Knowledge Transfer to Functional Leaders Part II	
Client Submits Chart of Accounts Spreadsheet to Tyler Consultant	
Tyler Consultant Reviews Chart of Accounts and Provides Feedback to Client	
Client Submits Chart of Accounts to Tyler PM for Conversion – Complete for the school only. See notes below for the <<Client>>.	
Finalize Financials Verification Test	

Reason for Variance (if any):

Planned Accomplishments Next Period –

Anticipated Delays

Responsible Party

Reason for Anticipated Delays

Critical Issues:

Action Items:

Deadline:

Decisions Needed:

From Whom:

Deadline:

Date	Days Purchased	Days Used	Days Remaining	Adequate to Complete Project (Y/N)
------	----------------	-----------	----------------	------------------------------------

3.7 Communication Paths

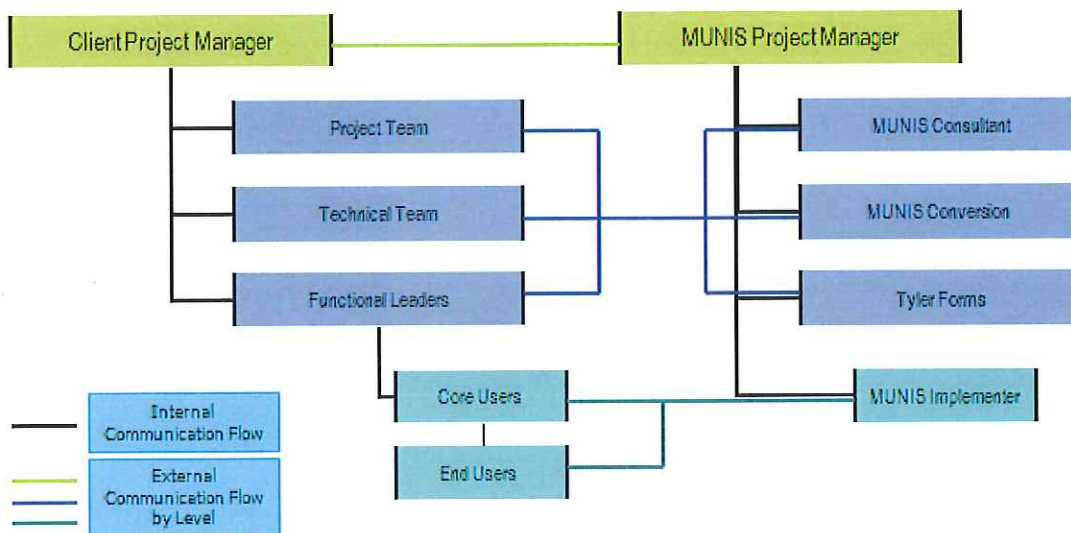
3.7.1 Role-Based Communications

In a complex project with cross-functional project needs, clearly identifying and supporting the proper communications paths are critical to success. Too often, communications take place at an inappropriate level, resulting in effort redundancy, unclear ownership identification and general confusion. Role-based communications planning can reduce the problems that result from unclear communications channels and provide a detailed reference guide for all levels of project participants.

3.7.2 Communications ORG Chart

The following chart details the typical communications hierarchy within a Tyler project implementation. Internal Communications are on a vertical path, starting from the Project Manager and moving through to other levels of project participants. External communications are horizontal and controlled within functional group.

Communications ORG Chart



3.7.3 Sample Role-Based Communications Planning Grid

Communication Source	Appropriate Recipient	Communication	Subject Examples
Functional Leaders	Tyler Consultant		Munis setup, high-level questions for functional requirements, all determinations of processes within Munis
<<Client>> Project Manager	Tyler Project Manager		Change in schedules and scope, issue resolution, project planning, invoices
Tyler Project Manager	<<Client>> Project Manager		Incomplete homework assignments, change in schedules and scope, issue resolution, project planning, milestone review
Tyler Implementer	<<Client>> Core Users, End Users		Training materials, training classes
<<Client>> Core Users, End Users	Tyler Implementer		Requests for clarification of training materials, homework.
Tyler Consultant	Functional Leaders		Business Rules, Policy & Procedures, changes desired, Tyler Forms questionnaires & mock-ups, conversion specifications
<<Client>> Core Users, End Users	Functional Leaders		Blocked dates, training issues, questions regarding policy changes
Functional Leaders	<<Client>> Project Manager		Blocked dates, training issues, information for status meetings, homework status
Tyler Project Manager	Tyler Consultant, Tyler Implementer		Consulting & training schedules & agendas, specific contractual deliverables, issues

3.7.4 Sample Project Contact List

<<Client>>		
Project Team Role	Contact Information	Phone
<<Client>> Project Sponsor		
<<Client>> Project Manager		
Functional Leader		
Functional Leader		
Functional Leader		
Functional Leader		
Functional Leader		
Tyler Forms Lead		

Risk Management Lead		
Technical Lead		
Integration Lead		
Tyler		
Project Team Role	Contact Information	Phone
Tyler Project Manager		
Tyler Consulting Services Manager		
Tyler Change Management Consultant		
Financials Project Manager		
Payroll/HR Project Manager		
Revenue Project Manager		
Utility Billing Project Manager		
Regional Implementation Manager	Penny Parsons - penny.parsons@tylertech.com	800/772-2260, ext 5672
National Implementation Manager	Danelle Daley - danelle.daley@tylertech.com	800/772-2260, ext 4456
Vice President - Services	Chris Hepburn - chris.hepburn@tylertech.com	800/772-2260, ext 4138
Sales Representative		

Section 4 Quality Management / Testing

4.1 Document Control Information

Document Number	Munis - <<Client>> - 001
Document Title:	Financials Phase Project Quality Assurance Plan
Document File:	
Creation Date:	
Created By:	Tyler Project Management
Document Status:	INITIAL VERSION

4.2 Change Control History

Change Control Number	Change Date	Description

4.3 Description

A Quality Management/Testing Plan establishes processes and activities to ensure that project objectives outlined within the Scope Management Plan are successfully implemented. Any Quality Management/Testing Plan must work to address both the project and the product.

Quality Management includes:

- Quality Planning
- Quality Assurance
- Quality Control

4.4 Purpose

The purpose of the Quality Management/Testing Plan is to define and monitor critical milestones. Failure to meet critical milestones will negatively impact the project scope.

A Quality Management/Testing Plan will provide a controlled environment for high level product testing, taking into account full module integration, import and export interface integrity, functional flow and reliability.

4.5 Process

It is imperative that a Quality Management Plan and System Testing Plan be put into practice as part of the Project. The plan should include all of the processes required to ensure that the goals for the project are fully satisfied. The overall plan will include the following:

4.5.1 Verification Testing

Baseline module test script completion, performed after installation (site optional).

4.5.2 Static Environment Test

Policies and Procedures; Conclusion of Analysis with Functional Leaders, Knowledge Transfer, Stakeholder acceptance is required to move forward.

4.5.3 Education

Policies and Procedures; Conclusion of End-User Training, User Sign Off and Stakeholder acceptance is required to move forward.

4.5.4 System Testing

Completion of scenario processing throughout individual Modules, interfaces, and modifications, monitoring data integrity, process flow and integration.

4.5.5 Repeat Testing (only if needed)

Performance of system testing once corrections to issues have been delivered.

4.5.6 Integration Testing

Observation of inter-module data flow and effect, especially as it relates to the General Ledger.

4.5.7 Interface Testing

Observation of interface data flow and effect, especially as it relates to the General Ledger.

4.5.8 Stress Testing

Testing the system under heavy user loads, repetition of heavy processing deliberate invalid data entry which should return error messages, and attempts by multiple users to edit the same record.

4.5.9 Pre-Live Verification

Incorporates Final Conversions and all Training.

4.6 The Benefits of Testing

As an expected benefit from the completion of these tests, the following will also be achieved.

- End-users will gain extensive product experience, develop a high-level of confidence in the Munis Product and understand their specific functions within the system.
- The infrastructure of hardware and network design will be thoroughly tested.

- Modifications and Interfaces are fully integrated into the Munis product.
- A managed Issues List will be fully quantified.

4.7 The Munis Testing Environment

Modifications, interfaces, conversions and other data and programmatic elements will be tested in the Training environment. This environment will also serve as the User Acceptance Test environment.

The testing environment will provide the structure and supporting programs for User Testing to be performed throughout the duration of the Project. The desired result of the User Testing process is Functional Goal Acceptance achieved through managed issue identification, resolution, and testing.

4.8 Existing Plan

Document <<Client>>'s existing Quality Management/Testing Plan in this space if there is one.

4.9 Action Plan

4.9.1 Plan Approach

The following outlines the Munis test planning approach:

- Work with <<Client>> Project Team to determine which processes, interfaces, and modifications need to be tested within the appropriate scenario processing.
- Work with <<Client>> Project Team to create a Testing Outline that details step by step procedures for testing data integrity across all application processes.
- Work with <<Client>> Project Team to identify Project Team members, and functional leaders, to define roles and responsibilities in performing scenario processing.
- Sample documents for tracking the detail and progress of the testing process are provided at the end of this section.. Both <<Client>> Project Team and Tyler Implementation Team will provide results of all testing to <<Client>> Project Manager. In addition, tracking of all issues and their resolution will be maintained in an Issues Tracking Register.
- <<Client>> Project Team, may choose, with the support of the Tyler Implementation Staff to develop written Test Cases for selected processes utilizing, as the starting point, <<Client>>'s Desktop Documents.
- <<Client>>'s Project Team will Identify and communicate to select Product Specialists the assigned testing scenarios to be executed with assistance from Tyler Implementation Staff.
- <<Client>>'s Staff and Tyler Project Team will review and assign priorities for response to identified program or procedural issues that result from completed testing scenarios.

<<Client>>'s Project Team may choose to assign a Test Coordinator to work with Tyler Project Team. The responsibilities include:

- Working with Tyler Project Team to oversee all functions of the testing process. Monitoring the quality and timeliness of the overall testing effort.
- Facilitating testing completion by maintaining momentum during process. Checking that tests are completed in the order necessary to thoroughly sign-off on process.
- Ensuring that all reports of issues are submitted to the Tyler and <<Client>> Project Manager in a complete and timely manner.
- Review scenario processes and modify as necessary to align with any changes to policies and procedures.
- Expectations of Tyler related to successful completion of Testing Phase are identified as follows:

- Provide training to <<Client>> staff.
- Develop baseline scenario processes

4.10 Measurement & Tracking

- Priority 0 Critical Issue - Cannot proceed without correction
- Priority 1 High Issue - Can proceed but needs correction before Live
- Priority 2 Medium Issue - Can proceed with Live Processing but fix needs to be delivered to comply with ERP goals
- Priority 3 Low Priority Issue - Can proceed with Live, new desired functionality.

Once corrections have been delivered, <<Client>>'s Project Team and Tyler Project Manager will determine if Repeat Testing can continue from stopped point or, if it must be restarted.

<<Client>>'s Project Team will schedule and outline Stress Testing scenarios.

Tyler will require a final sign-off prior to going live on any module. This sign-off document will outline the status of any remaining open issues related to the module, confirming the issue status and the associated Priority Code. <<Client>>'s Project Team and the Tyler Project Team will review all items and make a decision as to the ability to begin Live Processing in Munis. The sign off will signify the end of system test phase for the module. The decision to delay Live Processing should not be based on Issues whose status is a Priority 2 or 3.

4.11 The Munis Testing Conclusion

Clear communication, recordkeeping, and analysis between <<Client>>'s Project Team, Tyler Project Manager and Tyler Implementation Teams are critical in order to move through the Testing Phase both successfully and in a timely manner. A member of these teams will need to identify the issues and then determine what type of issue resolution is necessary. Most issues can be categorized as they relate to the following:

- Module Design or Setup
- Best Practice Re-engineering.
- Change in scope
- Software modification requests

Issue tracking, resolution accountability, timely testing, and completed issue resolution are absolutely necessary in successfully completing <<Client>>'s Project. The Testing Phase is a shared responsibility and must be recognized as such.

4.12 Sample Accounts Payable Static Environment Test Script

TO BE PERFORMED IN TRAINING DATABASE WITH FUNCTIONAL LEADER

- Create 5 complete vendor records from <<Client>> data (or use vendors created for purchase order testing)
- Add 3 new accounts payable invoices to Munis including:
 - 1 invoice with no purchase order
 - 1 invoices that partially liquidates a purchase order
 - 1 invoices that fully liquidates/closes a purchase order
- Post completed accounts payable invoices and review journal entries (both PO liquidation journal entries and AP journal entries)
- Run Select Items To Be Paid Report

- Spool checks
- Post cash disbursements journal and review journal entries
- Perform accounts payable invoices maintenance
 - Change GL Account on an invoice
 - Change dollar amounts on an invoices
 - Cancel/Close an invoice
 - Review any journal entries created as a result of accounts payable invoice maintenance

ACCOUNTS PAYABLE

ITEMS THAT WILL NOT BE TESTED DURING ANALYSIS

- Modifications (contractual or enhancements)
- Workflow
- Running reports
- Munis office functionality
- Tyler Forms Printing
- Check Reconciliation
- Imports/Exports
- Purging
- 1099 Processing
- Direct Deposit Processing

4.13 Sample Budget Processing Static Environment Test Script

TO BE PERFORMED IN TRAINING DATABASE WITH FUNCTIONAL LEADER

- Create budget labels in GL Parameters for at least two levels
- Create a budget projection for the fund/expense accounts created during General Ledger testing
- Enter budgets into level 1 for all expense accounts using:
 - Amounts
 - Detail
 - Quick entry
- Roll budget from level 1 to level 2
- Review changes in Next Year Budget Entry from roll
- Create a 1-sided budget amendment to assign budget figures to your expense accounts and post the entry
- Create a 2-sided budget amendment to increase the budget for one account and reduce the budget for another account and post the entry
- Review postings in Journal Inquiry
- Review postings in GL Account Inquiry

BUDGET PROCESSING

ITEMS THAT WILL NOT BE TESTED DURING ANALYSIS

- Modifications (contractual or enhancements)
- Workflow
- Running reports
- Munis office functionality
- Imports/Exports
- Purging
- Posting the Budget
- Year End/Open Budget Processing
- Budget Builder

4.14 Sample Contract Management Static Environment Test Script

TO BE PERFORMED IN TRAINING DATABASE WITH FUNCTIONAL LEADER

- Create 5 complete vendor records from <<Client>> data (or use vendor records created for purchasing and/or accounts payable testing).
- Create 1 complete requesting department record (or use department record created for purchasing testing).
- Create 1 complete bill to/ship to code (or use bill to/ship to code created for purchasing testing).
- Add 2 new contract records to Munis (encumbered and/or un-encumbered as per analysis decisions).
- Post completed contract and review journal entries (if applicable).
- Draw down from contracts using purchase order entry.
 - View updated contract values
- Enter accounts payable invoice to pay contract vendor from the purchase order created in step 5.
 - View updated contract values
- Maintain contract values and/or GL accounts

CONTRACT MANAGEMENT

ITEMS THAT WILL NOT BE TESTED DURING ANALYSIS

- Modifications (contractual or enhancements)
- Workflow
- Running reports
- Munis office functionality

4.15 Sample Fixed Assets Static Environment Test Script

TO BE PERFORMED IN TRAINING DATABASE WITH FUNCTIONAL LEADER

- Make sure purchasing accounts exist in your chart of accounts
 - Add them to the GL Master if necessary
- Make sure fixed asset accounts exist in your chart of accounts (asset, contra, depreciation, accumulated depreciation)
 - Add them to the GL Master if necessary
- Set depreciation method per analysis decisions

- Create at least 1 class code
- Create at least 3 sub-class codes
- Create at least 1 of each miscellaneous codes
- Create 2 custodian codes
- Create account relationships in fixed asset account maintenance (if applicable) between purchasing accounts and fixed asset accounts
- Create 5 complete fixed asset records from <<Client>> data
 - Import 3 from posted purchase orders or invoices as per analysis decisions
 - Create 2 manually in the fixed assets module
- Post the assets
- Review journal entries
- Improve an asset
- Review journal entries
- Retire an asset
- Review journal entries
- Depreciate all active assets
- Review journal entries

FIXED ASSETS**PROCESSING ITEMS THAT WILL NOT BE TESTED DURING ANALYSIS**

- Modifications (contractual or enhancements)
- Workflow
- Running reports
- Munis office functionality
- Imports/Exports
- Purging

4.16 General Ledger Static Environment Test Script**TO BE PERFORMED IN TRAINING DATABASE WITH FUNCTIONAL LEADER**

- Set GL Parameters (segment names/sizes) as per chart of accounts workbook
- Create 2 funds
- Create segments, objects, and Org codes for 5 expense accounts within each fund and all required control accounts
 - One of the funds should be the fund your AP checks are cut from
 - One of the funds should be a fund you purchase from
- Create complete GL accounts for the 5 expense accounts in each fund and all required control accounts
- Create Due To/Due From records for your two funds
- Create budget rollup codes if applicable for use in Purchase Order testing

- Create entries for current system year as set in GL Parameters in Journal Number Control Table
- Create and post a single fund journal entry
- Review posting in Journal Inquiry
- Reverse posting and review entries
- Create and post an journal entry between the two funds, using the “Gen DT/DF” option
- Review posting in Journal Inquiry
- Review accounts in GL Account Inquiry

GENERAL LEDGER

ITEMS THAT WILL NOT BE TESTED DURING ANALYSIS

- Modifications (contractual or enhancements)
- Workflow
- Running reports
- Munis office functionality
- Imports/Exports
- Purging
- Month End Processing
- Year End Processing
- Carry Forward Method

4.17 Sample Project & Grant Accounting Static Environment Test Script

TO BE PERFORMED IN TRAINING DATABASE WITH FUNCTIONAL LEADER

- Create 2 complete grant codes, including
 - Miscellaneous codes
 - Grantor type code
 - Customer ID code
 - All data tabs available
- Create projects from the 2 grants
- Create project accounts in GL Master using existing expense accounts from the General Ledger testing and the two new project codes
- Create and post a single fund journal entry using your project codes
- Review posting in Journal Inquiry
- Utilize project accounts during Purchase Order and Accounts Payable testing

PROJECT AND GRANT ACCOUNTING

ITEMS THAT WILL NOT BE TESTED DURING ANALYSIS

- Modifications (contractual or enhancements)
- Workflow

- Running reports
- Munis office functionality
- Imports/Exports
- Purging
- Reimbursement Processing

4.18 Sample Purchase Order Static Environment Test Script

TO BE PERFORMED IN TRAINING DATABASE WITH FUNCTIONAL LEADER

- Create 5 complete vendor records from <<Client>> data
- Create 1 complete requesting department record
- Create 1 complete bill to/ship to code
- Create 1 type 2 and 1 type 4 commodity code (if using per analysis decisions – skip if not using)
- Add 3 new purchase orders to Munis including:
 - Vendor
 - Commodity code (if using)
 - At least 2 line items
 - At least 2 GL Accounts
 - At least 1 project code
- Note budget checking, including any budget rollup code checking if applicable
- Post completed purchase orders and review journal entries
- Print generic Munis purchase order form (Tyler Forms will not be tested)
- Perform purchase order maintenance
 - Change GL Account on a purchase order
 - Change dollar amounts on a purchase order
 - Cancel/Close a purchase order
 - Review any journal entries created as a result of purchase order maintenance
- Perform PO Receiving (if applicable per analysis decisions)

PURCHASE ORDER PROCESSING

ITEMS THAT WILL NOT BE TESTED DURING ANALYSIS

- Modifications (contractual or enhancements)
- Workflow
- Running reports
- Munis office functionality
- Tyler Forms Printing
- Imports/Exports
- Purging

4.19 Sample Payroll & Human Resources Static Environment Test Script

TO BE PERFORMED IN TRAINING DATABASE WITH FUNCTIONAL LEADER

- Create 5 complete employee records from <<Client>> data, including the following for each of the 5 selected employees:
 - One fund on COA menu
 - Salary & benefit GL accounts on COA menu
 - Cash account on COA menu
 - Vendors for deductions & benefits on AP menu
 - One run type
 - Location/departments
 - B/u codes
 - Salary tables or ranges
 - Tax tables
 - One accrual table
 - Allocation codes (if applicable)
 - Deduction/Benefit master records for all codes employees currently utilize
 - Pay type master records for all codes employees currently utilize
 - Payroll exceptions/exemptions for processing
 - Job class codes
 - Position Control codes
 - Personnel Action Codes for New hire, Termination, Step Increase, COLA
- Adding new hires via Personnel Actions Entry
- Entering exceptions via EDFM
- Entering exceptions via Time & Attendance (if applicable)
- Garnishment calculation
- Earning accrual time
- Using accrual time
- Allocating on the fly
- Updating employee history
- Spooling Checks (<<Client>> check form will not be utilized)
- Posting to the GL
 - Pay posting appropriately
 - Benefits posting appropriately (i.e., following employee pay allocation)
- Processing payroll vendor payments
 - Via AP or Payroll
- Apply COLA increase

- Change benefits/deductions for an employee
- Terminate/Inactivate an employee

PAYROLL & HUMAN RESOURCES

ITEMS THAT WILL NOT BE TESTED DURING ANALYSIS

- Modifications (contractual or enhancements)
- Direct Deposit File
- Workflow
- Munis Online
- Interfaces (including timekeeping interfaces)
- Payroll mag media files
- Check and Direct Deposit Form Printing
- Check Reconciliation (positive pay)
- Running reports (except where indicated)
- W2 processing
- 1099R processing
- Retro pay processing
- Retirement mag media testing with retirement vendor
- Munis office functionality
- Salary & benefit projections
- Personnel functions such as certifications, training, OSHA, etc.

Section 5 Risk Management

5.1 Risk Management Overview

5.1.1 Description

A Risk Management Plan involves defining methods and procedures for assessing and dealing with possible threats that could arise inside or outside the organization. Although the exact nature of potential disasters or their resulting consequences are sometimes difficult to determine, it is beneficial to perform a comprehensive risk assessment of all threats that can realistically occur to impact the organization.

5.1.2 Purpose

The Risk planning process should identify and measure the likelihood of all potential risks and the impact on the organization if that threat occurred. To do this, each department should be analyzed separately since there may be variances in levels of automation, recovery processes, etc. The ultimate goal of the Risk Management Plan is to protect the organization, its employees and infrastructure from liabilities. In this instance, the Risk Management planning focus has been more specifically pointed towards risks that may impact the Munis Implementation project.

The outcome of the Risk Assessment should be a clearly defined baseline of risks, how they will be dealt with, who will own them, the potential of occurrence, and any associated costs.

5.2 Key Processes

Regardless of whether the threat is internal or external, the Risk Assessment should include the following processes:

5.2.1 Risk Management Plan Definition

- Determine the approaches to risk
- Identify Methodology for dealing with risk
- Identify Stakeholders
- Finalize Risk Management Plan

5.2.2 Risk Management Planning Template

Project Name:

Prepared by:

Date:

Description of Risk Management Methodology to be Used:

Approaches

Tools

Data Sources

Roles and Responsibilities:

Risk Management Action #1:

Team Leader

Team Members**Support****Risk Management Action #2:****Team Leader****Team Members****Support**

[Add sections as needed]

Budget:

Timing: (Describe how risk management will relate to the project life cycle, and at what points it will be reviewed during the execution of the project)

5.2.3 SWOT Analysis

A SWOT Analysis is a strategic planning tool used to evaluate the Strengths, Weaknesses, Opportunities, and Threats involved in a project or in a business venture. Strengths and weaknesses are internal to an organization. Opportunities and threats originate from outside the organization.

A SWOT analysis, usually performed early in the project development process, helps organizations evaluate the environmental factors and internal situation facing a project. Strengths and weaknesses are attributes that measure your internal capability.

Opportunities and threats refer to how the external environment affects your team/business/group. Ideally a cross-functional team or a task force that represents a broad range of perspectives should carry out SWOT analyses.

5.2.4 SWOT Analysis Template

Project Name:**Prepared by:****Date:****Project Manager:****SWOT Analysis Facilitator:****SWOT Analysis Participants:****SWOT Analysis Recorder:****Date of SWOT Analysis:**

Project Strengths: (What potential strengths exist about the project, the project team, the sponsor, the organization structure, the client, the project schedule, the project budget, the product of the project, etc.?)

- 1.
- 2.
- 3.
- 4.

Project Weaknesses: (What potential weaknesses exist about the project, the project team, the sponsor, the

organization structure, the client, the project schedule, the project budget, the product of the project, etc.?)

- 1.
- 2.
- 3.
- 4.

Project Opportunities: (What potential opportunities exist in regard to achieving the project requirements, the product requirements, the project schedule, the project resources, the project quality, etc.?)

- 1.
- 2.
- 3.
- 4.

Project Threats: (What potential threats exist in regard to achieving the project requirements, the product requirements, the project schedule, the project resources, the project quality, etc.?)

- 1.
 - 2.
 - 3.
 - 4.
-

5.2.5 Risk Identification

- Reviewing tools for identifying risks
- Defining risk categories
- Validating that identified risk is the root cause, not the symptom
- Completing Risk Register

5.2.6 Risk Analysis

- Analyzing impact
- Analyzing probability
- Analyzing budgetary impact
- Prioritizing risks

5.2.7 Risk Responses

- Avoiding
- Transferring
- Mitigating
- Accepting

5.2.8 Monitoring Risks

- Identifying risk triggers

- Continuing assessment and review
- Status Reporting

5.2.9 Lessons Learned

- Evaluate responses
- Modify plan

5.3 Sample Populated Risk Register

Id	Description of Risk	Likelihood	Grade	Mitigation Actions	Responsible Party
1	Commitment of key stakeholders to the project.	L	C	Keep open line of communications with key project stakeholders as identified in the communications management plan and monitor progress and activity.	
2	Vacation and conference schedules interfering with availability for training sessions.	L	D	<<Client>> to review all conference and vacation schedules and will provide back-up for key personnel for Munis training sessions and consider each request based on its impact to the overall project success.	
3	Incomplete homework assignments resulting in delays in training.	M	C	Functional owners will submit a homework status report to <<Client>> Project Manager every Friday. Tyler PM and <<Client>> PM will review the status and report to key stakeholders and project sponsor any slippage in tasks.	
4	Lack of clearly defined written School Business practices and procedures resulting in inefficient training of the TEMS modules. This includes last minute major policy changes that result in re-training, re-conversion of data, and changes in auxiliary tables.	H	A	All policies and procedures manuals will be completed by 5/31/09 by each Functional Leader	
5	Limited personnel resources and over-commitment of key personnel throughout the project	H	A	Review existing projects that impact key personnel and if necessary, bring in additional resources from other internal departments or temporary employees to minimize the impact to project success.	
6	Hurricane/Severe Weather that could impact training schedule and go-live.	H	A	Accept risk and reschedule training sessions as soon as it is feasible. This could include increasing concurrent training sessions. Accept that the go-live could be delayed.	
7	Project scope creep caused by expectations of stakeholders that extend beyond the scope of the project.	L	C	All requests for software modifications, additional training day requests, and activities that could delay the overall project must be approved by <<Client>> Project Team, <<Client>> Project Sponsor and Tyler Project Manager which will become the project change control board.	
8	Lack of resources to complete conversion verification.	H	B	Purchase additional Munis services to assist in conversion verification. Assign backup resources in advance of receipt of conversion data.	
				Hire and train temporary help from external source to handle	

routine tasks to free up existing staff for verification of conversion.

5.3.1 Likelihood of Each Risk

L	LOW	Probability of occurrence is minimal
M	MEDIUM	Potential of occurrence is increasing but not yet probable
H	HIGH	Occurrence is probable
E	EXTREME	Occurrence is imminent
N/A	NOT ASSESSED	Not assessed

5.3.2 Grade of Seriousness of Each Risk

1	Item poses an immediate risk. Risk mitigation actions must be put into effect immediately.
2	Item poses a potential risk. Risk mitigation actions warrant continual monitoring as its potential is increasingly likely and preparation for invoking mitigation needs to be made.
3	The risk item needs to be routine reassessed. No immediate action is required.

5.3.3 Status of Each Risk

OPEN	The risk item continues to pose a potential risk and therefore is being monitored.
-------------	---

Section 6 Schedule Management

6.1 Document Control Information

Document Number	Munis - <<Client>> - 001
Document Title:	Financials Phase Schedule Management Plan
Document File:	
Creation Date:	January 26, 2009
Created By:	
Document Status:	INITIAL VERSION

6.2 Change Control History

Change Control Number	Change Date	Description

6.3 Schedule Management Plan Overview

6.3.1 Description

A Schedule Management Plan involves defining the processes of how the master project schedule will be established, managed and modified.

6.3.2 Purpose

The following are the major elements of Schedule Management:

- Tracking Schedule Progress
- Changing the Project Schedule
- Schedule Reporting
- Closing the Project Schedule

The Schedule Management Plan is a living, flexible plan that can be modified to accommodate efficient schedule management that will impact the Munis Implementation project. The Project Plan will be updated and maintained on a regular basis throughout the project in order to make sure the Schedule is on track.

The outcome of the Schedule Management Plan should be a clearly defined baseline of acceptable changes, how they will be dealt with, who will own them in order to ensure the timely accomplishments of the project objectives as outlined in the Project Plan.

6.4 Key Processes

6.4.1 Description

Development of the Schedule Management Plan should include the following processes:

6.4.2 Schedule Management Plan Definition

- Identify acceptable reasons for change
- Evaluate how the change will affect the overall project – time, cost, scope and performance
- Identify Stakeholders authorized to request changes
- Identify how the schedule change request will be processed
- Assign the individuals that will be involved in the approval of the changes
- Update the Communication Plan to reflect how the schedule and any changes will be distributed.
- Finalize Schedule Management Plan

6.4.3 Acceptable Schedule Change Reasons

-
-
-

6.4.4 Schedule Analysis

- Impact on time
- Impact on cost
- Impact on scope
- Impact on performance
- Identify Milestones baseline from the other management plans

6.4.5 Schedule Responsibilities

- Tyler Project Manager
- <<Client>> Project Manager
- Functional Leaders

6.4.6 Monitoring Schedule

- Set up a time frame for regular meetings to discuss the project progression as well as any changes.
- Review Project plan and Milestones baseline
- Identify and assess the schedule change
- Complete a Schedule Change form and submit with required supporting documents
- Continuing assessment of the Project Plan
- Status Reporting

6.4.7 Lessons Learned

- Evaluate responses
- Modify plan

6.4.8 Schedule Management Planning Template

Project Name:

Prepared by:

Date:

Acceptable Reasons for Changes to Baseline Schedule:

Effect of Potential Acceptable Change:

Time – Will this affect the targeted go-live date for this module or other modules?

Cost – Can this change be accomplished without additional costs involved?

Scope – How will this change affect the implementation of other modules?

Performance – Will this change create an issue for internal or external resources?

Stakeholders Authorized to Request Changes to Schedule:

Client Project Manager:

Tyler Project Manager:

Schedule Change Request Process:

Stakeholders to Approve/Finalize Schedule Changes:

Process for distributing/communicating Schedule Changes:

[Add sections as needed]

Process for Tracking Schedule Progress during the duration of the Project:

6.5 Existing Plan

Insert Existing Schedule Plan

6.6 Schedule Control/Action Plan

In order for a Schedule Management Plan to be a successful tool in any project, the following processes must be identified:

- Performance reporting
- Measurement of the performance
- Progress reporting
- Variance analysis
- Schedule updates

Section 7 RESOURCE PLAN

7.1 Description

A Resource Plan establishes and includes the processes that organize and manage the project team and the necessary physical resources for the project tasks. The project team is comprised of the people who have assigned roles and responsibilities for completing the project. The physical resources are those tools needed to ensure the completion of all necessary tasks for the project.

Resource Management Includes:

- Resource Planning
- Acquiring Resource Team and Tools
- Develop the Project Resources
- Manage the Project Resources and Tools

7.2 Purpose

The purpose of the Resource Management Plan is to identify and document project roles, responsibilities, reporting relationships, as well as the allocation of resource tools for the project. The Resource Management Plan will also identify risks to the project due to resource turnover, resource availability, and resource conflicts.

The Resource Management Plan will outline the human resources identified as functional leaders for each module and the requisite time commitment required for each component of the project. For multiple phase projects the resource allocation for required training tools will be identified.

7.3 Process

The Resource Management Plan is a critical component for a successful project implementation. The plan should include the identification of all functional leaders, schedule or availability conflicts that will affect the project calendar and any resource allocations or restrictions that would impact the training schedule for the project.

7.4 Roles and Responsibilities Definition

7.4.1 Tyler Project Manager

- Providing an initial task list for the project
- Working with <<Client>> PM to coordinate an implementation schedule
- Scheduling Munis resources for training days
- Coordination of conversion services with appropriate departments within Munis.
- Oversee project and monitor progress with <<Client>> PM
- Hold regular conference calls with <<Client>> PM to review status and progress of project and to identify any outstanding issues.

7.4.2 <<Client>> Project Manager

- Identify and communicate to Tyler PM requirements for a successful implementation of Munis
- Coordinate with Tyler PM to develop and maintain implementation schedule which identifies specific milestones and establishes accountability

- Scheduling <<Client>> resources for training days. This includes but is not limited to personnel, equipment and training rooms.
- Identify additional employee training needs and update schedule
- Ensure that employees accomplish tasks on time, including monitoring homework assignments
- Review invoices and approve payment in accordance with the contract and associated milestones
- Oversee Project and monitor progress with Tyler PM
- Develop conversion specifications with Tyler PM
- Analyze and prove conversion data
- Coordinate MIS functions such as system backups, loading releases and software updates, hardware installation and operating system setup
- Coordinate regular internal project meetings determining status of tasks and listing outstanding issues, refer to Munis Communication Management Plan for frequency and schedule. Communicate these to the Tyler PM at each project management meeting.
- Provide and facilitate 3rd Party Vendor Communication Plan and Escalation Process
- Initiate all Change Requests to project management plans as requested by <<Client>>

7.4.3 <<Client>> System Administrator

- Load Releases or coordinate with OSDBA if an OSDBA Contract has been purchased
- Copy LIVE database to Training database as needed for training days
- Create any necessary data tapes or conversion files to be transmitted to Munis or 3rd Party Vendors
- Add new users and printers
- Perform basic server system maintenance
- Ensure all users understand Munis log-on process and have necessary permission for all training sessions

7.4.4 <<Client>> Functional Leader

- Participate in appropriate analysis sessions and help determine and develop policy and procedures
- Complete security templates for all end users
- Attend all training sessions or appoint an appropriate management level designee
- Performance Tracking review with Tyler PM on end user competency on trained topics
- Provide end users with dedicated time to complete required homework tasks
- Act as supervisor/cheerleader for the new Munis process
- Identify and communicate to <<Client>> PM any additional training needs or scheduling conflicts
- Help document lessons learned at end of each phase and signoff on formal acceptance for phase close-out

7.4.5 Facilities Resource Requirements

- Training environment free of interruptions
- Space for trainees to take notes and organize documents
- Access to the Munis system
- A working networked Munis printer

- A telephone
- A whiteboard or easel with markers
- Ideally 1 PC per user being trained

7.4.6 End User Requirements

- Basic competency in computer skills
- Mandatory attendance at all applicable training sessions
- Practice and complete all homework on an acceptable time line
- Demonstrate competency with Munis processing prior to GO LIVE

7.4.7 Resource Risk Identification

To be identified and incorporated into Risk Management Plan as deemed appropriate

- Changes in the Work Breakdown Structure or duration of the project which may impact employee availability
- Employee competency
- Language issues
- Time Zones differentials and impacts on travel and web-cx sessions
- Departmental coverage or closure for employee training
- Political environment
- Multi-track implementations
 - Training rooms
 - Scheduling conflicts
 - Database environment issues – may require multiple training database installation
- Employee Turnover – Back up personnel identified
 - Pending retirements
 - Pending elections
 - Maternity/Sick Leave absences
- Understanding Scope Definition
- Buy-in at all levels for Munis Project

Section 8 EDUCATION PLAN

8.1 Document Control Information

Document Number	Munis - <<Client>> - 001
Document Title:	Financials Phase Project Quality Assurance Plan
Document File:	
Creation Date:	
Created By:	Tyler Project Management
Document Status:	INITIAL VERSION

8.2 Change Control History

Change Control Number	Change Date	Description

8.3 Description

An education plan lays out the process of transferring knowledge between Munis and <<Client>>. We refer to our plan as an education as opposed to a training plan for several reasons. First, the process of transferring knowledge is vital to the analysis phase of our project. During analysis we: review the "AS IS" environment, provide Munis demonstrations, review questionnaires and flow charts, and ultimately arrive at a "TO BE" model. The TO BE model becomes the foundation for user training. Second, training denotes a classroom setting with teacher and pupil. While training will occur, it is a piece of the overall education needed to be a proficient Munis user.

8.4 Purpose

The purpose of the Education Plan is to:

- Communicate the process to stakeholders and Munis functional leaders
- Answer specific questions (where will classrooms be established, what database environment will be utilized, etc.)
- Establish action items link project personnel as owners.
- Define measurement criteria to ensure the Education Plan has been successfully followed.

8.5 Process

It is imperative that an Education Plan be put into practice as part of the Tyler Project. The plan should include all of the processes required to ensure that the goals for the project are fully satisfied. The overall plan will include the following:

8.5.1 Demonstration, Analysis, and Knowledge Transfer

Tyler employees will perform the following tasks:

- As Is review
- Product overview demonstration
- In depth analysis of Munis options
- Flow chart review
- Questionnaire review

This phase will involve the functional leaders. The goal of this phase is to transfer high level knowledge between parties. The output will be policies and procedures related to the use of Munis. The policies and procedures will determine the training agenda to be delivered to the end users. For example, if commodity codes are not going to be utilized within Munis Purchasing, then the training outlines for Purchasing should remove the discussion of commodity codes.

8.5.2 Prerequisites

Tyler has three tools that are required prerequisites prior to user training:

Training Database- All users must have access to the Munis training environment. The users must have logins established and know how to access the training environment.

Navigational Videos- Tyler will provide Munis navigational videos to <<Client>>. The videos can be stored on a network folder for broad access. The videos demonstrate basic Munis functions including: menu navigation, table/screen navigation, add/update/output, search, browse data records and the Munis toolbar.

How To Manuals- In addition to Munis on-line help, Tyler offers a variety of How To manuals depicting baseline Munis functionality and the steps required to process records. For example, the How to Enter a Requisition manual shows a beginning Munis user the steps necessary to create a requisition. The How To manuals can be found online at <http://support.munis.com> (under Customer Tools, Knowledge Base).

We have found that users who utilize the prerequisites learn Munis at a faster pace and retain more classroom discussion than their peers whose first exposure to Munis is their first training day.

8.5.3 TO BE Demonstration

This process allows the Functional Leaders to see a working Munis system with <<Client>> data. We will process sample data according to the defined policies and procedures. The intended education is an overall understanding of the integration of Munis applications, a review and understanding of security options, and workflow touch points.

8.5.4 Munis Application Training

In this phase we are conducting classroom training.

8.5.5 Pre-Live Training

These repeated classes provide end users the opportunity to review Munis functionality in a classroom environment.

8.5.6 Post Live Reconciliation Training

The process of reconciling data IS reviewed during pre-live training. However, we feel that hands on training with live data provides a better overall understanding of the Munis tables and how to reconcile daily, weekly, and monthly functions.

8.5.7 Post Live Output and Inquiry Training

The output and inquire routines ARE reviewed during pre-live training. However, we feel that hands on training with live data provides a better overall understanding of the Munis options related to extracting needed information.

8.6 Logistics

Tyler and <<Client>> will work together to define education logistics. The following table should be used as a starting point for defining logistics. The final logistics table will become part of the Education Plan.

8.6.1 Software/Hardware

- How many databases will be utilized?
- Will we establish a Financials Training environment separate from Payroll?
- Who will refresh the training database?
- Will a second server be utilized?

8.6.2 Facilities

- How many training rooms will be utilized?
- Where are the locations of each training room?
- How many workstations will be in each training room?
- How many printers will be in each training room?
- Other training room requirements (white board, phone, etc.)
- Who will schedule the training room?

8.6.3 Staff

- How many students per teacher?
- How many students per workstations?
- What are the hours of training?
- Who will be trained on each Munis application?
- Who will conduct attendance?
- Will management be present for each session?
- Who will train the end-users (Munis versus Functional Leaders)?

8.6.4 Schedule

- Who will determine the exact days for training?
- Who will notify staff members?

- How far in advance will the training schedule be built?

8.7 Action Plan

The final logistics table will be placed into the following table format which will become the Action Plan

Logistic Item	Owner	Date Needed	Date Completed

8.8 Measurement & Tracking

Tyler and <<Client>> will develop a mutually agreed upon training survey which users will complete at the conclusion of each session. Surveys will be reviewed by: <<Client>> PM, Tyler PM, and <<Client>> Functional Leader. The intent of the survey is to validate knowledge transfer and alert management to the need for additional training or new approaches desired by staff. Sample survey questions follow:

- Did you review the prerequisite materials prior to training?
- Did you watch the Munis Navigation Video?
- Did you review the How To documentation?
- Did you understand the training scripts?
- What would you change about the class?

Section 9 Conversion

The conversion process is the most time critical element of the project plan. It is your responsibility to provide Tyler with readable conversion data with file layouts and control totals where applicable by the deadlines set forth in the project plan. Failure to meet conversion deadlines can directly impact your live date(s). The following five pages provide you with detailed information concerning the Data Conversion process.

9.1 Data Delivery Process

The conversion process begins with the following steps:

- The conversion department at Tyler reviews the contract to determine which conversions were purchased and determine whether additional tasks will be required and/or desired.
- The Tyler Project Manager develops the schedule for sending initial data and supporting documentation and set timelines for return of the converted data. Timing is critical to meeting your dates for going LIVE.
- The customer delivers the data files to the conversion department along with the name(s) and phone numbers of user and technical contacts who can answer questions regarding details of the conversion data and the file layouts and those who will be responsible for installing the converted data.

Timely transfer of data can be facilitated by any of the following methods. At least one of these facilities must be available with staff trained to use them:

- Internet Access (to our web site: www.tylertech.com)
- FTP file transfer
- Email with WinZip (Windows NT) or tar (UNIX) capabilities
- Tapes, diskettes or other compatible media

When creating files for conversion, you must include the following:

- Report with control totals
 - Total records
 - Total dollars by category (interest, consumption, billed, paid, outstanding, etc.)
- File Layout/File Definition
- Sample Output
 - Sample Tax Bill showing Billing/Payment/Interest/Amount Due
 - Sample UB Bill showing readings/Consumption/Billing/Payments/Prior Due/Current Due

Tyler has a dedicated Internet Server used for downloading conversion files. We encourage <<Client>>s to utilize this server to download converted files; the alternative is mailing tapes, which can take days. <<Client>>s can access the Tyler server via an Internet connection. To ensure efficient downloading of files, we recommend a minimum connection of 56K to the Internet; otherwise data transfer will be extremely slow. <<Client>>s will need FTP knowledge to download off the Munis® server.

9.2 Conversion Technical Assistance

If you have any questions about the following information that we are requesting, or about the Data Conversion process in general, please feel free to call Robyn Smart - Oliver at (800)772-2260 extension 4158. If you have additional information about your system that you feel is important, but we have not asked about, we'd appreciate hearing about it. You can also call us if you need assistance in collecting the requested information. We may not have specific answers for all computer systems, but we may be able to find someone who can help you.

- Address all packages to:
Tyler Technologies
Munis Data Conversion Department
370 U.S. Route 1
Falmouth, ME 04105
Telephone No. 207-781-2260 (required on some Air Bills)
- Pack diskettes and tapes in sturdy containers or envelopes, reinforced with stiff cardboard, to prevent damage.
- Unless specifically instructed, all materials should be sent via an air express carrier (Federal Express, Airborne, UPS, Express Mail, etc.) overnight or 2nd day (when available). It is a good idea to go with a service that lets you track your packages.
- PLEASE DO NOT SHIP MATERIALS VIA U.S. Postal Service

9.3 Data Conversion Information

9.3.1 Overview

The first step in the conversion process, from the standpoint of the Conversion Department, is getting the following from you:

- data file(s) ,
- data layout(s),
- supporting documentation
- (optional) screen prints or other specific examples.

9.3.2 Definitions

- Data files are the actual information from your current (old) system. If your current system consists of spreadsheets or other simple databases, you may send these. If your current system is already set up in more sophisticated data files, you may have parameter files, code table files, master data files, temporary and work files, and transaction files. You will want most of the master data and some transaction data converted, depending upon your contract, but not parameters or code tables. So examine those files that have the module ID as part of their key (for instance, employee number in payroll), and send those that seem appropriate for the conversions purchased. (For more on the format and transfer of data files, see below.)
- A data layout is a document that details how the data is arranged into records and fields within the data file. It includes record lengths (if fixed) and field names, fields sizes (if fixed) or delimiters, field types (character, number, date, Boolean, etc...), and field positions (either absolute or relative) within the data record. Two common examples are the COBOL "fd" and the Informix 4gl "schema". For spreadsheet data, the layout is implied from column headings and sizes. Without some type of data layout, the data file is useless.

9.3.3 Supporting Material

Supporting material is often necessary for decoding and converting the data. First, field names may need further description. For example, will the programmer know that 'MAST-TITLE' means 'payroll position' in your old system? Or perhaps you need to tell the programmer to use 'FTE-HOW-MANY' as the number of active FTE array elements. Second, codes may need translation (e.g., in the field 'MAST-DED-TYPE', 1 might stand for Dollar

Amount, 2 for Percentage). Finally, and most important, data may need a crosswalk that shows the translation of old system codes to new Munis® codes. The most common application of a code crosswalk is when payroll deduction codes are being converted, and the old system's codes do not fit into the Munis® deduction code scheme. Other common crosswalks include 1099 box codes, parcels, departments, employee numbers, locations, and GL accounts. These crosswalks are typically entered into a spreadsheet, but the Conversion Department can open and use any document that is supported by Microsoft Word or Microsoft Excel.

The conversion programmer will examine your data files and layouts, and use the supporting materials to interpret, crosswalk, and generally re-arrange the data from your old system into Munis® format. If you have sent some specific examples to check, the programmer will look closely at the converted data for a few of these people or items before sending the data to you for intensive proofing.

9.3.4 Data Formats

Data Files may be submitted in a variety of formats including:

- ASCII (Line Sequential) – types include:
 - Fixed Length (preferred)
 - Delimited
- BINARY - Data must be in fixed length records, but may include:
 - Zoned and packed decimal, floating point, and binary numbers
 - ASCII or EBCDIC character sets
- SPREADSHEETS, DATABASES AND OTHER APPLICATIONS

We can convert data directly from a number of applications, as opposed to having you export data to a generic format. Please do not export files to another format unless specifically requested.

You may wish to look at Munis® file layouts to help you decide what to send, but do not go to a great deal of trouble to match your data format to ours. The conversion department will do the matching.

9.3.5 Timing and Reports

In addition to sending data, you should run a number of reports that you will later use to proof the conversion. You and your Munis® Project Manager will decide which reports are required. FOR VERIFICATION PURPOSES IT IS IMPERATIVE THAT REPORTS FOR PROOFING BE RUN AT THE SAME TIME THAT DATA IS CREATED FOR TRANSFER TO Munis®. THERE SHOULD BE NO INTERVENING TRANSACTIONS POSTED BETWEEN THE DATA TRANSFER AND THE REPORTING. We emphasize this point because we have had conversions in which <<Client>> transferred data to tape, posted transactions then ran the reports. Under these conditions, it is difficult to match the data to the output on the report. Do not send these proofing reports to the Conversion department. You will want to hold on to them until you get the converted data back from us, at which time you will use them to verify the integrity of the conversion.

9.3.6 Submission Methods

9.3.6.1 Electronic Transfers

Speed, simplicity and reliability make this the preferred method of submitting data and supporting materials. Conversion Department Staff will work with you to identify the best method of Electronic Transfers for your conversion. Methods include:

9.3.6.2 FTP

Requires direct Internet connection or access to an Internet Service Provider. Direct Internet Connection is preferable, as very large files can then be transferred efficiently. Access through an Internet Service Provider generally means that one hop will require a modem transfer, which is relatively slow.

9.3.6.3 E-mail

Systems supporting binary attachments provide an excellent method of transferring System Information and small data files. Attachment size is currently limited to 12 MBs, which accommodates most <<Client>> data files as long as they are compressed.

9.3.6.4 Modem

Only feasible for extremely small <<Client>>s. This method is more costly than the Internet (due to toll phone calls) and not nearly as reliable. May be adequate for transferring System Information Files. <<Client>> must have communications software installed, preferably one that includes the ZMODEM transfer protocol. The XMODEM or Kermit protocol is acceptable, but generally less reliable and a little slower than ZMODEM.

In many cases, initial data transfers to and from Munis® may be performed on physical media due to the volume of data being transferred. However, towards the end of the conversion/ implementation process, there is often a need to transfer smaller files (e.g., corrections, amendments, additions). Having an electronic transfer option available at this stage of the implementation is invaluable to the success of the implementation.

9.3.7 Munis® Conversion Verification Cover Page

General notes and suggestions for easing the conversion process:

- Remember to get from your original system, each time data is sent to the conversion department, any reports and/or screen prints that will later help you to verify the converted data.
- At each conversion step, you will be sent one or more Error Report(s), text file(s) containing “err” somewhere in the name, xx_err.txt. Be sure to read carefully through the warning messages, as they indicate problems encountered when converting your data, and often hold the explanation for discrepancies in the verification process. In addition, many of the messages indicate a situation that will require manual maintenance later, when you go live with the converted data. If you also receive a Readme text file, it may include further explanations of error messages and conversion decisions.
- Converted data is generally loaded to a Training database first, and not loaded to the Live database until you verify and accept it. However, because parameters (control data) and code tables are entered on-site, it is important to handle this in such a way that manual data entry is mostly done in only one database. Discuss this with your Project Manager, and be sure that those responsible know where to load conversion data at each step and have the ability to copy live to test.
- Important! Conversion of the same data over again with requested changes (repeated conversion steps) will completely overwrite the files/tables involved, in whatever database(s) they are loaded, so do not begin your own maintenance of any data until you are satisfied that the corresponding conversion step is done. If you want to begin data entry, and are not sure whether this area of data will be affected by further conversions, ask the conversion programmer.
- Please notify the conversion programmer if you take over maintenance of a converted master table before all conversion steps for that module are done, since the programmer then needs to consider how adds, drops, and changes in the master will affect the other conversion steps. (Employee Master, for instance, is often taken over by <<Client>> before many other payroll tables are converted, but this requires program changes and additional information sent by <<Client>>.)
- Processes and reports recommended by the conversion department for each module are only the minimum; in all cases, additional verification is needed. This may include spot-checking several individual IDs through all screens; browsing through a single screen for a selected group of IDs; verifying various data

fields, counts, and amounts for selected groups, through screens and/or reports; and processing additional transactions. All data and processes critical to your organization should be checked carefully.

9.3.8 Sign-Off Sheet

<<Client>> SIGN-OFF SHEET

Please sign and date the following statement of minimum verification and acceptance and send it to the conversion department manager:

I, _____, affirm that the reports and processes recommended
(printed name of person responsible)

by Tyler Conversion Department, have been run and as authorized representative for

_____ am satisfied with individual conversion data fields
(printed customer name)

and amount totals, and have seen that converted records will process correctly through appropriate transactions.

(module)

(signature of person responsible)

(date)

New Hampshire Motor Vehicle Cost Proposal

Prepared For: Newmarket NH

ClerkWorks XML Modules for Windows 2000/XP/Vista/WIN7		TOTAL
<input checked="" type="checkbox"/>	MV Registration and Title/Boat Registration/Dog Licensing including One User License Credit Card option over-the-counter and ALL online products are included in this quote	\$8,600
BLUE BOOK / DATA LICENSE		
<input checked="" type="checkbox"/>	Automobile Blue Book (Annual Cost) OPTIONAL	\$459
<input checked="" type="checkbox"/>	Truck Blue Book (Annual Cost) OPTIONAL (\$300.00)	\$300
<input checked="" type="checkbox"/>	Motorcycle Blue Book (Annual Cost) OPTIONAL (\$150.00)	\$150
<input checked="" type="checkbox"/>	RV Book (Annual Cost) OPTIONAL (\$175.00)	\$175
<input checked="" type="checkbox"/>	Flexi-Load (Annual Cost) OPTIONAL (\$300.00)	\$300
Sub Total		\$1,384
USER LICENSE FEE		
	Number of Licensed Users 3 1 license is included w/ base software for a total of 6 Concurrent Users (\$295. for ea. additional)	\$885
TRAINING		
	Number of Attendees 4	\$1,400
COST SUMMARY		
	MV Registration/Dog Licensing/Boat Reg Software includes online: E-Reg ,Dogs, Vitals	\$8,600
	Blue Book / Data License (Optional)	\$1,384
	Implementation / Setup / Standard State Conversion / Dog Data Conversion	\$1,610
	Training	\$1,400
	User License Fee (If Licensing is installed already this charge does not apply)	\$885
	First Year Support Fee	\$2,100
	Advantage Database License RECOMMENDED (15 user \$1,850.00)	\$1,240
Total		\$17,219
Annual Support Fee & (1) User License (does <u>not</u> incl. Blue Book/Add'l User Lic/Flexi-Load)		\$2,580
Annual Support Year 2 User License (does not incl. Blue Book/Add'l User Lic/Flexi-Load)		\$2,660
Annual Support Year 3 User License (does not incl. Blue Book/Add'l User Lic/Flexi-Load)		\$2,740
Annual Support Year 4 User License (does not incl. Blue Book/Add'l User Lic/Flexi-Load)		\$2,823
Annual Support Year 5 User License (does not incl. Blue Book/Add'l User Lic/Flexi-Load)		\$2,908

ClerkWorks XML™ NH Motor Vehicle Registration

ClerkWorks operates in concert with MAAP to handle every transaction required to process both local & state work of the registrations and CTA's. The many functions of ClerkWorks can be activated according to the licenses purchased including vehicle registrations, E-Reg, boat registrations with MAAP, dog licensing & a full point of sale system to automate collections and the many aspects of the Town Clerk position.

Auto Calculation of Registration Fees

- Calculates local excise tax and applicable local agent fees – including automatic calculation of transfer credit and split mileage rates
- Calculates state registration fees including vanity plate and new plate fees for all authorized plate types
- Utilizes full stand-alone local database to maintain operation even when MAAP is down

Motor Vehicle Registrations

Prev. Plate: 1221122, Type: PASS, Ck Dig: 2, Ft ID: 0, Audit No: ..., Mfg Yr: 2013

Last Renewal Date: 12/30/1899, General Information: MAYBERRY RENEWAL

Months: 1, Mileage: 15

Plate No: 1221122, Type: PASS, Validation: 1258788, Expires: 10/31/2015, 1st Audit No: ...

Year	Make	Model	Fuel	Cyl	Ax	Colors 1 & 2	Title Act.
2013	ACUR	MDX	G	6	2	GRY	AP

Gross Wt: 4270, Style: APURP, Vehicle ID No: 5FRYD4H47EB003748, NC: 46600

State: 9899 10/10/2014 (2) 43.20

Last First M: SMITH JOHN B, Leased: ☐, Role: Primary, D.O.B.: 04/13/1973, State/MAAP: Reg 43.20

Work Date: 10/10/2014, Mos: 12, T. Permt: ...

Receipt 116146

TransID: 0, Clerk: ADMIN, Date: 10/10/2014

Current Charges

Code	Description	Amount
L		\$720.50
S		\$43.20
O		\$0.00
Total Charges		\$763.70

Tendered

Code	Description	Amount
L		\$0.00
S		\$0.00
O		\$0.00
Due		\$763.70

Total \$763.70

TCode C Total

TCode	C	Total
AFEE	L	\$2.50
TCFEE	L	\$1.00
LAUTO	L	\$717.00
SAUTO	S	\$43.20

Legal ☐ **Mailing** ☐

Mos	Mis	Fees	Totals
11	15	668	\$717.00

LIBERTY NH 03055 1 12 49 Estimate

Unique ID	VID	Res Town	Decal Yr	Trans. Credit	Totals
80090	5165524		00	\$0.00	\$720.50

- System detects which book to read data from when VIN is entered & automatically fills the registration screen with year, make & model
- Access Red Book vehicle valuation data by VIN, Year, Make, and/or Model
- Sold Separately: Autos, Light Trucks, Motorcycles, Heavy Trucks and Recreational Vehicles
- Eliminates the need to purchase physical books

BlueBook OnLine

Book: Autos, Year: 2015, Make: FORD

Year	Make	Model	Description	GVW	SRP	Engine	Fuel Used
2015	FORD	W4D	F-450	Crew 4x4 35 SD XL*	13050	\$1720	8D 6.7
2015	FORD	X3D	F-350	S/C 4x4 35 SD XL*	12600	38340	8G 6.2
2015	FORD	X3B	F-350	S/C 4x4 35 SD XL	10700	37140	8G 6.2
2015	FORD	X3C	F-350	S/C 4x2 35 SD XL*	12600	35545	8G 6.2
2015	FORD	X3A	F-350	S/C 4x2 35 SD XL	10000	34340	8G 6.2
2015	FORD	W3D	F-350	Crew 4x4 35 SD XL*	10600	39740	8G 6.2
2015	FORD	W3B	F-350	Crew 4x4 35 SD XL	10600	38540	8G 6.2
2015	FORD	W3C	F-350	Crew 4x2 35 SD XL*	10200	36940	8G 6.2
2015	FORD	W3A	F-350	Crew 4x2 35 SD XL	10200	35740	8G 6.2

Decal and Form Inventory

- Track all decals from inventory - You can type the decal in or pick from a list with appropriate warnings
- Verify decals, plates and/or form numbers used during the registration process against, when necessary, multiple year inventory to ensure accurate data entry
- Automatic Inventory – For Stickers, Audit Numbers, Plates by clerk or workstation. ClerkWorks knows if it is single or double stickers and/or plate(s)

Sticker Inventory

Status: All, Sticker Type: All, Clerk: NANCY

Search By: Sticker ID, Value: ...

Sticker ID	Sticker Year	Plate No / Bow No	Plate Type	Issued By	Date Received	Date Issued
0260760	2011	2370432	PASS	NANCY	02/19/2010	03/01/2010
0260761	2011	CINDALA	IPASS	LFUCCI	02/19/2010	03/01/2010
0260762	2011	9201H	HPASS	LFUCCI	02/19/2010	03/01/2010
0260763	2011	CLMBHYR	IPASS	NANCY	02/19/2010	03/01/2010
0260764	2011	934707	PASS	NANCY	02/19/2010	03/01/2010
0260765	2011	2394416	PASS	LFUCCI	02/19/2010	03/01/2010
0260766	2011	2259707	PASS	LFUCCI	02/19/2010	03/01/2010
0260767	2011	2691648	PASS	LFUCCI	02/19/2010	03/01/2010
0260768	2011	2113101	PASS	NANCY	02/19/2010	03/01/2010
0260769	2011	UK-17	IPASS	NANCY	02/19/2010	03/01/2010

Vehicle: 2003, Make: FORD, Model: F-150, Plate No: UK-17, Plate Type: IPASS, Primary Owner: RAMSAY JAMES

Point of Sale Collections

- Unlimited user defined payment types representing cash, check, ACH, credit card, CCOL (credit cards online), and more
- Assign and apply a fixed or percentage convenience fee to pay types for credit card acceptance
- Choose multiple pay types upon collection
- Common Tender Screen adds all transactions for state and local fees to be collected from citizens for registrations as well as point of sale, boats and licensing items

Red Book Values

- Red Book data by Penton can be added to ClerkWorks at any time. It's the automated source for instant access to list price and weight within ClerkWorks & on E-Reg. All red Book data is updated monthly.

Print Forms and Reports

- Print registrations, title applications, state and local audit reports, cash drawer analysis and more
- Customize existing and create new reports with Crystal® Reports
- Ships with over 100 standard reports including mail-in notices, license reports and letters, MV audit reports, financial close out and treasurer's reports.

Additional Features

- Preparation of title applications as part of the registration process
- Titles are stored in system for future printing, editing and reporting

- Calculates Check Digits in all necessary locations automatically and seamlessly
- Special Transfer Operations – Lease to Lease Transfer; Owner to Lease Transfer; Lease to Owner Transfer; Flip Owner Name and DOB
- Maintain a street and citizen database locally for the system to automatically populate during the registration and licensing process
- Mail-In Renewal Notices via US Mail or email with optional fee per registration or per notice
- Color coded message center allow users to group common messages applicable to their municipality and apply them to any boat or vehicle registration or owner
- Updates of any kind to the system are distributed automatically and accepted by the user on their schedule
- Standard distributable tables pre-populated with State tables, models, lien holders, colors, makes, sellers, etc.
- Security and access are assigned to individual users. Administrative menu options are hidden completely from users who do not have the appropriate security authorization to perform certain tasks

- All look up operations use Drill down search methods, resulting in Rapid Lookup.
- Full Look up capabilities "on the fly" – No matter what you are doing within the program you can look up, into the States' database, every element of the Title or Registration
- Windows multi-tasking allows clerks to process multiple transactions simultaneously. Customers may be placed on hold and then recalled later
- Fleet Registrations - Create unlimited fleets to populate the MV screen with Name, lien holder, address, etc.
- Estimate system for New, Transfer and Renewal with Red Book data built in for easy look up by VIN

- Full documentation with Quick Guide –Easy to use outlining common procedures; online support & document access. Release Notes distributed identifying update changes to the program.

Flexiload®

- An add on product for use with the Motor Vehicle program, Flexiload allows you to update information into your local database with MAAP DMV data.

o Add new vehicles / registrations / owners

o Update existing vehicles / registrations / owners and addresses from MAAP

o Add all revocations and E-ZPass violations to the message center

Flexiload WILL NOT overwrite Mos / Mills / List Price or Expiration Date/Plate Number/plate type

- FlexiLoad is updated monthly via the internet
- Assists to add new records, fully populate local data for Mail-in notices & E-Reg and assists at the point of sale for smooth MAAP transactions via local data

Call Today for More Information!

**Interware
Development**

Sandra Rowe
Interware Development
PHONE 1-877-357-7100
FAX 603-673-2241
sales@interwaredev.com

Table of Contents

Professional Service Agreement.....	2
Appendix A - Professional Services Proposal	7
CLERKWORKS® Application Software.....	7
Summary of Projected Services	8
Schedule of Payment	8
Scheduled Timeline	8
Appendix B - Professional Services Detail.....	9
Software Licenses	9
Reporting Tools	9
Training.....	9
Implementation and Conversion.....	9
Modifications to Printed Forms	9
Annual Maintenance and Support Contract.....	9
Appendix D – License Agreement.....	10
Appendix E – Maintenance and Support Agreement	17

Professional Service Agreement

This Agreement (the "Agreement") dated as of this 1st day of January 2013 (the "Effective Date") is made and entered into by and between Interware Development Company, Inc.,TM (hereinafter referred to as "IDC") a corporation with an address at 22 Gregory Street, Mont Vernon, NH 03057 and The Town of Liberty located at 20 Highland Street, Liberty, NH 03217(hereinafter referred to as "Client").

The maximum number of users under this contract shall be 2. Additional user licenses may be purchased at any time at the then prevailing License fee plus a pro-rated amount for annual user license support. IDC hereby grants to Client the rights to use of the CLERKWORKS® software as defined, on either a single computer or in the case of a Network installation, on a single server.

1. SCOPE OF SERVICE

IDC will provide professional services ordered by the Client under the terms and conditions of this Agreement and as more fully described in the Professional Services Proposal; (the "Proposal") attached hereto as Appendix A, and made a part hereof. Scheduled service dates will be agreed upon mutually, subject to the availability of appropriate IDC personnel. Client shall be responsible for providing, if required, at no cost to IDC, facilities such as office work space and computer access necessary for IDC personnel to perform their tasks.

2. CHANGE ORDERS

IDC will provide the above described services, as well as, any required change orders, in the form set forth in Appendix C ("Change Orders"), prepared by IDC and approved by Client from time to time. Each Change Order will be subject to the terms and conditions of this Agreement and will identify the project name, description of work, estimated duration and estimated cost to complete the task. Client, upon its acceptance, shall execute the Change Order and return one copy to IDC.

3. ACCEPTANCE

Upon completion of the installation of CLERKWORKS® the Client will be presented with an Acceptance Form for their signature prior to the installation technician departure from the Clients site. Deficiencies may be documented at this time or at any later time and will be corrected in a subsequent release.

4. PERSONNEL

Personnel assigned to perform work under this Agreement shall not in any sense be considered employees of Client nor act in any sense as agents or representatives of Client. Personnel assigned to perform work under this Agreement shall be paid exclusively by IDC for all services performed and IDC shall be responsible for and comply with all requirements and obligations relating to such personnel under local, state, and federal law. Client has no responsibility for withholding any portion of salary or wages due IDC personnel to comply with any aforementioned laws.

5. CHARGES

All charges for services provided by IDC related to this Agreement other than charges for Change Orders, which are set forth in Appendix C are shown in the Fee Schedule attached hereto as Appendix A (the "Professional Services Proposal"). Any changes to the Fee Schedule must be in writing and mutually approved by IDC and Client.

6. GENERAL TERMS AND CONDITIONS

6.1 Billing Terms - Billings will be rendered based on a Schedule of Payment shown in Appendix A. Client promises to pay IDC all properly invoiced amounts on the due date specified. Other section of this Agreement notwithstanding, IDC reserves the right to discontinue services to Client in the event of nonpayment for services on the part of Client. Further, IDC reserves the right to assess on all past due amounts a late payment fee of one and one-half percent (1-1/2%) per month. Client agrees to reimburse IDC for reasonable collection expenses on delinquent accounts.

6.2 Applicable Charges - Client agrees to pay IDC: (i) the charges specified in Appendix A; (ii) Charges for all Change Orders in Appendix C; (iii) fees for all telecommunications services (e.g. telephone and facsimile) required for the provision of the services hereunder, including telephone calls to and from IDC and other calls in furtherance of the services provided hereunder.

6.3 Termination - Upon a 30 day written notice either party can terminate this agreement. This would be a complete termination, allowing Client to contract with whomever it chooses to provide similar services without possibility of reprisal from IDC.

6.4 Disclaimer - IDC warrants that CLERKWORKS® will perform substantially in accordance with the written material. IDC makes no other warranty of any kind related to the products or services provided, hereunder, express or implied, including without limitations warranties of merchantability or fitness for a particular purpose. IDC will provide services under this Agreement in a professional manner consistent with industry standards.

6.5 Limitation of Liability - IDC's entire liability for damages for any cause whatsoever, and regardless of the form of action, shall be limited to the amounts paid by Client's to IDC under Section 6.2.

In no event shall IDC, its officers, agents and or employees, be liable under or in connection with this Agreement under any theory of tort, contract, strict liability or other legal or equitable theory for lost profits, special, incidental or consequential damages.

6.6 Confidentiality - IDC will treat as confidential; information so designated in writing by the Client, (the "Confidential Information") and will make the same effort to safeguard such information as it does in protecting its own proprietary data. This provisions shall not apply to any Confidential Information which (a) is already known to IDC when received, (b) is or becomes publicly known through publication or otherwise and through no wrongful act of IDC, (c) is received from a third party without similar restriction and without breach of this Agreement, (d) is disclosed by third party without similar restriction. Client will treat as confidential, information so designated in writing by the IDC, (the "Confidential Information") and will make the same effort to safeguard such information as it does in protecting its own proprietary data. This provisions shall not apply to any Confidential Information which (a) is already known to Client when received, (b) is or becomes publicly known through publication or otherwise and through no wrongful act of Client, (c) is received from a third party without similar restriction and without breach of this Agreement, (d) is disclosed by third party without similar restriction.

- 6.7 Ownership** - IDC shall retain all rights in all materials developed by IDC and any inventions, creations and improvements whether or not patentable or copyrightable, conceived or made in connection with the performance of its obligations hereunder, even if modifications or enhancements are paid for by the Client. Any and all software or other intellectual property required to be delivered to Client hereunder shall be subject to IDC Standard License Agreement a copy of which is attached hereto as Appendix D
- 6.8 Non-Solicitation** - Client agrees not to knowingly solicit for employment, without the prior written consent of IDC management, any employee or agent of the other party who performs work during the term of this Agreement and for until two (2) years after said person has ceased performing any such work.
- 6.9 Assignment** - This Agreement shall bind and inure to the benefit of the permitted successors and assigns of the parties. IDC reserves the right to assign and/or subcontract services to qualified agents at IDC's sole discretion.
- 6.10 Waiver** - The failure of either party to exercise any of its rights or to enforce any of the provisions of this Agreement on any occasion shall not be a waiver of such right or provision, nor affect the right of such party thereafter to enforce each and every provision of this Agreement.
- 6.11 Headings** - The headings in this Agreement are for purposes of reference only and shall not limit or affect any of the terms hereof.
- 6.12 Statute of Limitations** - No action, regardless of form, may be brought by either party more than two (2) years after the cause of action has accrued, or in the case of any action for nonpayment, more than two (2) years from the date the last payment was due.
- 6.13 Relationship** - Nothing contained in this Agreement shall be construed to imply a partnership, joint venture or principal and agent relationship between IDC and Client and neither party shall have any right, power or authority to create any obligation, express or implied, on behalf of the other party.
- 6.14 Severability** - If any provisions of this Agreement are invalid under any applicable statute or rule of law, then the affected provision shall be curtailed and limited only to the extent necessary to bring said provision within legal requirements and this Agreement as so modified shall continue in full force and effect.
- 6.15 Notices** - Any notices required or permitted to be made or given to either party hereto will be sufficiently made or given on the date of mailing, via certified mail or overnight carrier, if sent to such party addressed to it at its address set forth below, or to such other address as it shall designate by written notice to the other party:

IDC: Interware Development Company, Inc.
22 Gregory Street
Mont Vernon, NH 03057
Attn: President

Client: The Town of Liberty
20 Highland Street
Liberty, NH 03217
Town Clerk, Town Clerk/Tax Collector

- 6.16 Hold Harmless** - Each party (as "Indemnitor") shall hold harmless and indemnify the other party (as "Indemnitee") from all damages to the other party's tangible property and from all claims and liability for personal

injuries, including death, to the extent caused by the negligence or willful misconduct of their respective agents, employees, or representatives. Indemnitee shall promptly notify Indemnitor in writing of any such claim and shall give Indemnitor the right to defend and settle any such claim using counsel of Indemnitor's choice. In no event shall an indemnitor hereunder be liable for any amounts payable in settlement of any such claim without such indemnitor's prior written consent. This Hold Harmless shall include all costs and expenses, including reasonable attorneys' fees.

Client shall hold IDC harmless and indemnify IDC against any and all data losses or corruption, which may occur during the operation of the software whether direct, indirect or consequential. It shall be the Client responsibility to ensure adequate backups of data and programs are made as a safeguard. IDC shall provide assistance to Client in the event of data loss or corruption.

IDC agrees to defend, indemnify and hold harmless the Client from any and all debts, claims, causes of action, demands and liability arising out of, occurring during the term of this agreement, and occasioned directly by the IDC error or omission, negligence or fault, including any claim that is based on the assertion that the "Buyers" use of the software products under this Agreement constitutes an infringement of any United States patent, copyright, trade secret, trademark, or other property rights. In the event that the software products are ultimately held to be infringing by a court of competent jurisdiction, or at any time its use by the Client is enjoined, the IDC shall, at its election: 1.) procure for the Client the right to continue to use the software products; or 2.) modify or replace the software products so that they become non-infringing or create some form of immunity for the Client.

IDC will at its own expense maintain and keep in force all insurance required by law for its employees, including any employees of subcontractor employed by the IDC, including disability, workers compensation meeting all requirements of the state in which software is installed, unemployment and public liability insurance at least as hereinafter set forth so as to protect it and the Client from claims for personal injury and property damage for the entire pendency of the project.

6.17 Injunctive Relief Client acknowledges that the breach of any of its obligations under Section 6.6 may be likely to cause or threaten irreparable harm to IDC and, accordingly, Client agrees that in such event, IDC shall be entitled to equitable relief to protect its interest therein, including but not limited to preliminary and permanent injunctive relief.

6.18 Appendices - The following attached appendices shall by this reference become an integral part of this Agreement.

- Appendix A - Professional Services Proposal
- Appendix B - Professional Services Detail
- Appendix C - Change Orders
- Appendix D - License Agreement
- Appendix E - Maintenance and Support Agreement

6.19 Force Majeure - Neither party shall be liable for any delay in or failure of performance due to any cause or condition beyond its reasonable control, whether foreseeable or not.

6.20 Entire Agreement - This Agreement and any attached appendices constitute the entire agreement between the parties and shall supersede all proposals or prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this Agreement, including but not limited to, any Client purchase order. This Agreement shall not be varied by any oral agreement or representation or by other than an instrument in writing of subsequent date hereto, executed by both parties by their duly authorized representatives. This Agreement shall be construed in accordance with, and its performance governed by, the laws of the State of New Hampshire.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal by their duly authorized representatives as of the day and year first written below

Interware Development Company, Inc.

The Town of Liberty

By: _____

By: _____

Name: Sandra J. Rowe

Name: Town Clerk

Title: President

Title: Town Clerk/Tax Collector

Date:

Date:

Appendix A - Professional Services Proposal

CLERKWORKS® Application Software

The implementation of the CLERKWORKS® system is an auto registration application that requires the commitment of the Client and IDC management and personnel. Outlined below are the project approaches necessary to ensure the successful implementation of the CLERKWORKS® software.

Outlined below in the Summary of Professional Services schedule is software license, training, maintenance, and the work effort necessary for the implementation of CLERKWORKS®. These estimates are based on IDC's experience with the implementation of CLERKWORKS®.

- **Conversion Plan**

Existing data will be converted as part of the installation of the CLERKWORKS® software. Depending on the accuracy of the existing data, the conversion plan may consist of automated processes and may or may not include some manual processes.

- **Training**

Training will be offered at a location as convenient as possible. Training material will be provided for each user.

- **Implementation**

Additional setup, not included in the conversion, is performed. Application setup consultation with the Client is performed.

- **Support**

On-going support, through the purchase of our required Software Maintenance and Support Agreement. Help-desk support is available to assist in frequently asked "how to" questions.

All installations require remote access providing Interware Development Company, Inc. the ability to remote into the Clients system for incident troubleshooting. Remote access includes the use of a third party software such as Screen Connect for connection. Client is responsible to have internet access.

Summary of Projected Products

Description	Fee
CLERKWORKS® Software including Registration and Titling; Licensing; POS; and online services including E-Reg, Dogs online, Vitals online and all current online services	
Blue Book – Autos (2 users)	\$
TOTAL	\$

Summary of Projected Services

Description	Fee
CLERKWORKS® Implementation, set up, conversion	\$
CLERKWORKS® Training including, Licensing; MV and titles	\$
Boat Registration Software Training	\$
TOTAL	\$

Annual Maintenance and Support Contract

Annual Contract	
Annual Update and Support for Motor Vehicle; Dog Licensing; POS	\$
TOTAL	\$

Note: Annual support fees due for non-optional software support, and any other annual fees specified herein shall be considered automatically renewed each successive 12 month period and shall be billed annually with no more than a 10 % increase per year. In the event that Client budgeting authority decides not to fund those accounts necessary to support the Contract after the first year, the Client will be under no obligation to purchase the services listed for that year, and the "Seller" will be under no obligation to provide those services. The Client understands that should there be no funding of the necessary accounts, Client continued use of the system will be in violation of the license agreement and therefore not be entitled to use software. Further, no updates or support of any kind will be provided by IDC and / or its authorized agents. Use of the software will not only be a violation of the license terms but may also become non-compliant with State regulations. IDC shall not be responsible to Client in any manner or form in the event of this non-funding.

See **Appendix E Maintenance and Support Agreement** for detailed description of agreement

Schedule of Payment

Description	Fee
Billed in December – Due January 1 st each year for all support services Jan 1 through Dec 31 st	\$
Blue Book – Autos	
TOTAL	\$

Scheduled Timeline

Interware Development Company, Inc. will schedule an anticipated installation date upon receipt of the contract and initial payment.

Appendix B - Professional Services Detail

Software Licenses

Software Licenses
Motor Vehicle Registration and Title Software
Dog Licenses Software
Point of Sale
E-Reg; Dogs; Vitals online; POS online, etc.

Note: See *Appendix D* License Agreement

Reporting Tools

Crystal Reports
Crystal Reports
See Note

Note: Crystal Reports license is used by the MIS department for development of customized reports at an additional cost. The users of CLERKWORKS® use a runtime version of Crystal reports (included with CLERKWORKS®) for the daily printing of standard reports.

Training

Training	Hours
As specified in Quote	

Note: Training may be performed via Logmein.com remotely.

Implementation and Conversion

Conversion is performed on a best effort basis. Not all fields of information may be converted. Manual updates to the converted data may be required to be performed by the Client. Conversion may be performed at Interware Development Company, Inc.'s office or on client site, as preferred by IDC.

Modifications to Printed Forms
None

Appendix D – License Agreement

LICENSE AGREEMENT

This Agreement (the Agreement) dated as of this day of _____ (the "Effective Date") is made and entered into by and between Interware Development Company, IncTM (hereinafter referred to as "IDC") a corporation with an address at 22 Gregory Street, Mont Vernon, NH 03057 and Town of Liberty located at 20 Highland Street, Liberty, NH 03217(hereinafter referred to as "Client").

RECITALS

WHEREAS CLERKWORKS®, a client/server software application, designed to manage Auto Registration operations has been developed, AND

WHEREAS, IDC wishes Client to acknowledge IDC's ownership of the CLERKWORKS® System and Client wishes to license the CLERKWORKS® System from IDC for its internal use.

NOW THEREFORE, In consideration of the foregoing and the mutual covenants contained herein, the parties agree as follows:

1. DEFINITIONS

1.1 "Documentation" shall mean literature developed or published by IDC or Client, which describes the use and functionality of the Licensed Programs and training materials produced by IDC, or Client for the Licensed Programs.

1.2 "Licensed Programs" shall mean any software programs of CLERKWORKS® System hereto, including Documentation, ideas, concepts, know-how techniques and methodologies.

1.3 "Modifications" shall mean any and all changes or additions made by IDC to the Licensed Program.

1.4 "Users" shall mean the total number of individual licensed users who have access to the CLERKWORKS® System.

2. OWNERSHIP

2.1 Acknowledgment of Ownership.

Client hereby agrees and acknowledges that all right, title and interest, including without limitation all proprietary rights to all patents, copyrights, trademarks, trade secrets and all other intellectual property of any nature, in and to the Licensed Programs in whatever form, including any written documentation and other material explaining in or referring to such Licensed Programs, and including any modifications, enhancements and derivative works of

the Licensed Programs made by or for IDC or for Client shall belong to and remain solely and exclusively the property of IDC.

2.2 Assignment by Client

Without limiting Section 2.1 above, Client hereby assigns to IDC any and all intellectual property rights including without limitation copyrights, patents, trade secrets and trademarks, that Client has or may acquire in and to the Licensed Programs and any and all modifications, enhancements and derivative work that Client may make to Licensed Programs, and upon request of IDC, from time to time, Client agrees to assign de novo and affirm such assignment by signing documents evidencing such assignment as presented by IDC.

2.3 Title

Client agrees that IDC has represented that the Licensed Programs are or contain proprietary information and trade secrets of IDC, whether or not any portion thereof may be copyrighted or patented. Client further agrees that Client's modifications to the Licensed Programs, however extensive, shall not reduce IDC title or ownership rights in the Licensed Programs.

3. LICENSE

Subject to the terms of this Agreement, IDC hereby grants the Client a perpetual, nonexclusive, nontransferable license to use the Licensed Program.

3.1 Authorization

This Agreement authorizes Client to

- (a) Use Licensed Programs and to make copies thereof pursuant to the terms herein as required to support up to only the number of Users for which license fees have been paid under this Agreement for the sole use of Client.
- (b) Use other manufacturers products contained in the Licensed Program or provide by IDC in connection with the Licensed Program solely in accordance with their respective manufacturer's license authorization.
- (c) Copy the Licensed Programs in print or machine-readable form for the sole purpose of backup
- (d) Use the one copy of Documentation supplied with Licensed Programs
- (e) Use the Licensed Programs in machine-readable (object code or executable) form.

3.2 Conditions

The following conditions apply:

- (a) Client will not distribute, reproduce, copy, incorporate, use or allow access to the Licensed Programs for any purpose other than for internal use by Client.
- (b) Client shall neither sub-license the Licensed Programs nor have any right to use the Licensed Programs in connection with any time sharing network or service bureau or any other third party service arrangement

(c) Client is granted no rights with respect to source code for the Licensed Programs nor any other right or interest, except as expressly provided for by Section 10 of this Agreement.

(d) Client agrees to affix all copyright, trademarks and other proprietary notices to any and all media containing complete or partial contents of the Licensed Programs.

(e) Client agrees not to reverse engineer or disassemble any Licensed Programs or portion thereof provided in machine-readable form unless it obtains IDC's written permission, which may be withheld by IDC for any reason.

(f) Client agrees not to sub-license, assign, pledge or transfer this License or any Licensed Programs to any group, organization, or third-party, except as expressly provided in this Agreement

(g) Client agrees that if Client elects to license additional Licensed Programs for additional Users upon such license and Client's receipt of an additional Licensed Programs such Licensed Programs shall become subject to the terms of this Agreement.

(h) Client agrees to use the Licensed Program to process only Client's internal data. Client agrees not to allow other parties to use the Licensed Programs except as provided by this Agreement.

3.3 Administration of License

The Client will implement methods reasonably acceptable to IDC to ensure that copies of the Licensed Programs and Modifications are made as expressly provided by this Agreement and to ensure compliance by Client with the other terms and conditions of the license granted in this Agreement as well as delivery to IDC of all future Licensed Programs, Modifications and Documentation.

3.4 Technical Support, Maintenance, Upgrades and Enhancements

The licenses granted in this Section 3 shall not entitle Client to any technical support, maintenance, upgrades or enhancements for the Licensed Programs provided by IDC. The parties may enter into a separate agreement concerning such technical support, maintenance, upgrades or enhancements for the Licensed Programs to be provided to Client by IDC provided that any such agreement shall be in writing and shall be signed by both parties.

4. DISCLAIMER OF WARRANTIES

4.1 Disclaimer

The parties agree that IDC will not be liable, under any theory of liability of every nature and description, however arising, for any damages of any kind or lost profits, lost income, lost data, costs of procurement of substitute products or services, loss of use, or interruption of business, or for any direct, indirect, special, incidental, or consequential damages of any kind even if IDC is notified of the possibility of such damages.

Client shall hold IDC harmless and indemnify IDC against any and all data losses or corruption, which may occur during the operation of the software whether direct, indirect or consequential. It shall be the "CLIENTS" responsibility to ensure adequate backups of data and programs are made as a safeguard. IDC shall provide assistance to Client in the event of data loss or corruption.

4.2 Intellectual Property

IDC warrants to Client that Licensed Programs, Documentation and other material created thereunder (if any) and their use do not violate any U.S. Patent, copyright or trade secret of any third person. The warranty of this paragraph 4.2 shall not apply if infringement is due to the use or incorporation of any material not supplied by IDC

to Client, or is due to any change or modification of material by anyone other than IDC, or is due to the use of any materials in a process specified by anyone other than IDC.

5. LIMITATION OF LIABILITY

In no event shall IDC, its officers, agents and employees, be liable under or in connection with this Agreement under any theory of tort, contract, strict liability or other legal or equitable theory for lost profits, special, incidental or consequential damages.

6. TERM and TERMINATION

6.1 Effectiveness

This Agreement is effective upon its acceptance by IDC and upon delivery of the Licensed Programs to Client and shall remain in force until terminated in accordance with section 6.3 of the Professional Service Agreement.

6.2 Termination

IDC may terminate this Agreement or any license granted hereunder by written notice to Client

(a) If Client breaches any material or payment term or condition of this Agreement, or any related Maintenance or Support Agreement and fails to remedy the breach within thirty (30) days after being given notice thereof, or

(b) If Client ceases to be actively engaged in business or utilizes or attempts to utilize the Licensed Programs, Modifications or Documentation outside of the scope of this Agreement, or

(c) If Client attempts any assignment contrary to the provision of Section 10.3 below, or

(d) In the event of Client's insolvency, inability to pay debts as they become due, voluntary bankruptcy, or involuntary bankruptcy, or

(e) If substantially all of the assets of the Client are sold and/or if there is a change in ownership of the Client, other than a sale of stock on a national stock exchange

6.3 Survival

The provisions of Sections 2, 4 and 5 shall survive the termination of this Agreement or licenses granted herein. Upon termination of this Agreement for any reason, all licenses granted by IDC under this Agreement will terminate.

6.4 Return of Materials

Upon any termination for any reason of any licenses granted hereunder, the entity holding the terminated license shall return all copies of the Licensed Programs, Modifications and Documentation in its possession or control to IDC, or at IDC option, destroy all such copies and certify in writing to IDC that all such copies have been destroyed. All copies residing in any computer memory or storage device shall be erased.

7. CONFIDENTIALITY

7.1 General

Client acknowledges that the Licensed Programs and Documentation are confidential and of substantial value to IDC, which value would be impaired if such information were wrongly disclosed to third parties "IDC Confidential

Information". Client agrees that it will not disclose to any third party any IDC Confidential Information except as authorized under this Agreement or as otherwise required by law, and will take every reasonable precaution to protect the confidentiality of such information with its employees and others, to ensure the protection, confidentiality and security of, and to satisfy its obligations under this Agreement with respect to the use, confidentiality and copying of the License Programs. Client shall be relieved of this obligation of confidentiality to the extent that such information is required to be disclosed pursuant to the order of a court or other governmental agency, provided that Client has given IDC prompt advance notice hereof to enable IDC to seek a protective order or otherwise prevent such disclosure.

IDC covenants and agrees that all Client information relating to Client's business including, but not limited to, financial information, sales information, business plans and all other proprietary or confidential information (collectively Client Confidential Information) shall be held in confidence, shall not be disclosed to any third party and shall be used only in connection with this Agreement. IDC shall use reasonable efforts to protect the Client Confidential Information

7.2 Security

Client agrees that the Licensed Programs are confidential trade secrets of IDC and are licensed to Client as such. Client will protect the Licensed Programs with at least the protection it gives to its own software and in any event with no less than reasonable care. Client shall be fully responsible for the conduct of all its employees, contractors, agents and representatives that may in any way breach this Agreement.

7.3 Proprietary Notices

Client shall not remove any IDC trademark, copyright or other proprietary notices from any part of the Licensed Programs, and shall reproduce such notices on any copies of such materials made by Client.

7.4 Remedies

Each Party acknowledges that the breach of any of its obligations under this Section 7 is likely to cause or threaten irreparable harm to the other party, accordingly, each party agrees that in such event, IDC shall be entitled to equitable relief to protect its interest therein, including but not limited to preliminary and permanent injunctive relief.

8. EXPORT REGULATIONS

Without affecting the scope of the licenses granted herein, in the event Client transfers the Licensed Programs to any location outside the United States, Client hereby agrees to comply with all applicable United States export laws and regulations.

9. SOURCE CODE

During the term of this agreement IDC agrees upon request of client to deposit the source code for the Licensed Programs in an escrow account with an escrow agent reasonably acceptable to Client pursuant to an escrow agreement entered into among IDC, Client and such escrow agent. All expenses related to an escrow account including attorney fees related to a review on behalf of IDC of any agreements will be the sole responsibility of the Client.

10. MISCELLANEOUS

10.1 Governing Law

The rights and obligations of the parties under this Agreement will be governed by and construed under the laws of the State of New Hampshire.

10.2 Entire Agreement - Enforcement of Rights

(a) Client acknowledges that it has read this Agreement, understands it and agrees to be bound by its terms and conditions

(b) Client agrees that this Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter herein and merges all prior discussions between them and supersedes all proposals, oral and written and all other communication between the parties relating to the subject matter of this Agreement. The foregoing notwithstanding, the preprinted terms and conditions of any purchase order or ordering document issued by the Client with this Agreement which are in addition to or inconsistent with the terms and conditions of this Agreement shall not be binding on IDC and shall not be deemed to modify this Agreement.

(c) No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing and signed by the party to be charged.

(d) The failure by either party to enforce any rights hereunder will not be construed as a waiver of any rights of such party.

(e) This Agreement supersedes all rights and obligations between IDC and Client as may have been derived through prior contracts between IDC and Client except as to the Professional Service and Maintenance Support Agreement.

(f) Should litigation arise concerning this Agreement, the prevailing party shall be entitled to its attorney fees and court costs, in addition to any other relief it may be awarded.

(g) No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provision hereof and no waiver shall be effective unless made in writing and signed by an authorized representative of both parties.

10.3 Assignment: The rights and liabilities of the parties hereto will bind and inure to the benefit of their successors, executors or administrators; provided however, that Client shall not assign or delegate this Agreement or any of its licenses, rights or duties under this Agreement, whether by operation of law or otherwise in any manner which is in violation of this Agreement and without the prior written consent of IDC. Any attempted assignment in violation of the provisions of this Section 10.3 will be void.

10.4 No Third-Party Beneficiary: IDC and Client intend that only IDC and Client will benefit from, and are entitled to enforce the provisions of, this Agreement and that no third-party beneficiary is intended under this Agreement.

10.5 Severability: In the event that any provision of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, this Agreement will continue in full force and effect without such provision.

10.6 Notices: Any required notices hereunder will be given in writing, via certified mail, or next day express delivery service at the address of each party set forth above, or to such other address as either party may substitute by written notice to the other in the manner contemplated herein, and will be deemed served when delivered or, if delivery is not accomplished by reason of some fault of the addressee, when tendered.

10.7 Titled and Subtitles: The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

10.8 Third-party proprietary software: Third party proprietary software (if any) as described above and/or as identified in the Appendices is provided for Client use on a sub-license basis on the same terms as set forth herein and in accordance with the third-party proprietary software Licenses.

Accepted By:

Interware Development Company, Inc.

By: _____

Name: Sandra J. Rowe

Title: President

Date:

Accepted By:

The Town of Liberty

By: _____

Name: Town Clerk

Title: Town Clerk/Tax Collector

Date:

Appendix E – Maintenance and Support Agreement

SOFTWARE MAINTENANCE AND SUPPORT AGREEMENT

Interware Development Company, Inc.™ ("IDC") Located at 22 Gregory Street, Mont Vernon, NH 03057 agrees to provide and The Town of Liberty located 20 Highland Street, Liberty, NH 03217 (hereinafter referred to as "Client") agrees to purchase maintenance service for IDC's CLERKWORKS® (Software").

1 DEFINITION

1.1 "Principal Period of Maintenance ("PPM") shall mean that period of time between 8:00 a.m. and 5:00 p.m. Eastern Standard Time, Monday through Friday, (except national holidays listed in section 1.4) during which IDC's Technical Service Representatives are available for assistance and to answer Client requests recognized by IDC. Helpline recordings may be made during the PPM when Helpline Operators or Technical Service Representatives are not available and the call report will be logged and responded to by appropriate personnel as soon as possible.

1.2 "On-Site PPM Support" is defined as the on-site PPM support that is provided at the Clients' facilities. If IDC determines on-site support is required the support will be provided in accordance with local time zone practices.

1.3 "Coverage Window" is defined as that period of time commencing on the Coverage Start Date and terminating on the Coverage End Date as specified below. The Coverage Start Date commences on the date of the execution of the contract.

1.4 "National Holidays" are New Year's Day; Martin Luther King, Jr. Day; George Washington's Birthday; Memorial Day; Independence Day; Labor Day; Veteran's Day; Thanksgiving and the day after; Christmas Day. The exact day is based on the day observed by financial institutions in New Hampshire.

2. **COVERED SOFTWARE** IDC shall provide maintenance services to Client for Software during the Coverage Window.

3. TERMINATION

3.1 Subject to the provisions set forth in the Professional Services Agreement, including the appendices, services provided hereunder shall terminate on the "Coverage End" date, unless otherwise terminated by Client or IDC with no less than thirty (30) days prior written notice after the first year. Written notification must be sent to:

Interware Development Company, Inc.™
22 Gregory Street
Mont Vernon, NH 03057
Attn: President

The Town of Liberty
20 Highland Street
Liberty, NH 03833
Town Clerk, Town Clerk/Tax Collector

Client's termination of this Agreement any time during the Coverage Window shall result in the forfeiture of entire prepayment. Termination by Client would act as a complete termination of all obligations of Client to IDC. If IDC

terminates this Agreement during a valid Coverage Window, IDC will promptly refund to Client the prorated amount for any prepaid service period remaining.

4. **MAINTENANCE CHARGES**

4.1 IDC will provide maintenance services in accordance with the provisions of this Agreement during the Coverage Window. Maintenance Charges are directly affected by the number of Users. Additional Users will increase the annual maintenance fee. Client agrees to pay for the Annual Maintenance Charges as set forth below and as specified in appendix B:

Annual Maintenance Charge

Annual license and support fees due for non-optional software support, licensing fees plus any other annual fees specified herein shall be considered automatically renewed each successive 12 month period and shall be billed annually to increase no more than 10% per year. In the event that Client budgeting authority decides not to fund those accounts necessary to support the Contract after the first year, the Client will be under no obligation to purchase the services listed for that year, and the "Seller" will be under no obligation to provide those services. The Client understands that should there be no funding of the necessary accounts, Client continued use of the system will be in violation of the license agreement and therefore not be entitled to use software. Further, no updates or support of any kind will be provided by IDC and / or its authorized agents. Use of the software will not only be a violation of the license terms but may also become non-compliant with state regulations. IDC shall not be responsible to Client in any manner or form in the event of this non-funding.

4.2 This Agreement may be adjusted to reflect additions, deletions or modification of service during the Coverage Window upon written agreement by both parties; however, IDC reserves the right to deny any service adjustments during a previously agreed upon Coverage Window.

4.3 IDC may provide a Renewal Maintenance and Support Agreement for service renewal prior to the current Coverage End Date. IDC and Client must sign a Renewal Maintenance and Support Agreement prior to continuation of maintenance services. If said Renewal Maintenance and Support Agreement is not signed by Client and returned to IDC prior to the Coverage End Date, then Client is solely liable for any cost incurred due to possible maintenance service lapse or service termination.

5. **BILLING TERMS**

The maintenance charges set forth in Section 4 will commence on the first day of each current Coverage window. Client agrees to prepay all charges for the current Coverage Window. Charges for partial months during the Coverage Window shall be prorated based on the number of days of service provided during the actual calendar month. IDC will invoice Client for any additional services requested as incurred based upon the Additional Charges specified in Section 6. All invoices are due and payable within thirty (30) days of the date of invoice.

6. **ADDITIONAL CHARGES**

6.1 **Service Request Outside the PPM**

IDC's current on-call hourly rate will apply when Client requests work to start outside the PPM. Such service will be provided on a resource available basis. IDC's or its Authorized Agent's minimum hourly rate will apply at the rates set forth below for each service call requested by Client outside the PPM. If an on-site visit is required then travel costs plus applicable hotel, meals and other living expenses will be per diem. An authorized Client

representative must authorize work requested, by faxing, an order for work to commence outside the PPM period. Current hourly rates reflected. IDC reserves the right to increase the hourly rate to reflect increased cost of doing business.

Hourly Rates

Consultant	\$ 85.00
Reports Specialist	\$ 95.00
Senior Consultant	\$125.00
Technical Specialists	\$100.00
Developer	\$125.00
Designer Developer	\$150.00

6.2 Standard Rates

Charges of IDC or its Authorized Agents for service will be authorized in writing by the Client and invoiced by IDC. Client's written request for any service, not otherwise provided hereunder, shall be provided at IDC's then current minimum hourly rates subject to the availability of personnel and resources. If an on-site visit is required then travel costs plus applicable hotel, meals and other living expenses will be charged at cost. The minimum hourly rates are:

Hourly Rates

Consultant	\$ 85.00
Reports Specialist	\$ 95.00
Senior Consultant	\$125.00
Technical Specialists	\$100.00
Developer	\$125.00
Designer Developer	\$150.00

Note: Current hourly rates reflected. IDC reserves the right to increase the hourly rate to reflect increased cost of doing business.

6.3 Improper Use

Any maintenance services or consultation which is attributable to improper use of the Software or to third party Hardware or Software not covered herein, will be provided on an available resource basis only and shall be charged to Client separately at the then current IDC on-call hourly rate shown in Section 6.2 plus parts and travel and living expenses at costs.

6.4 Travel

IDC agrees to use Client Travel Agent or consultant if travel, car rental and hotel are required. If this is the case, Client agrees to purchase airline tickets or other travel tickets sent these tickets to IDC prior to travel and make hotel accommodations for IDC personnel. Not applicable if client site is within 90 miles of IDC office.

6.5 Training

Client agrees that the Maintenance Services as outlined in this Agreement will not be used by Client as a training vehicle.

7. **SOFTWARE MAINTENANCE SERVICES** IDC offers the following Software Maintenance Services as described below.

7.1 Application Software Update Service Application Software Update Service provides the right to use the latest release of the Software on designated central processing units. It includes the distribution of releases (i.e. media and documentation) which contain corrections to program problems and/or enhancement to performance of capability.

Where IDC's investigation reveals that the Software contains a problem, IDC will thereafter provide Client a new copy of the corrected Software (or the affected portion) in machine readable form together with written installation procedures. Such corrections will be provided to Client in a subsequent application update, or earlier if available, except that IDC shall not be required to provide such corrections during a period commencing thirty (30) days prior to the release date of the next scheduled Software update which next scheduled Software update release shall be provided to Client promptly upon release.

7.2 Helpline Service Helpline Service provides telephone access to technical assistance during the PPM as required for the diagnosis of Software problems. This assistance is provided for the current Software release as well as the immediately preceding CLERKWORKS® Software release. IDC reserves the right to offer Helpline support only to users trained in the CLERKWORKS® modules.

IDC shall respond to Client within four (4) business hours of Client's call to investigate the facts and circumstances related to the suspected problem. This may require the use of remote diagnostic procedures, subject to the provisions of Section 10.2 below. Client will cooperate fully with IDC's investigation as outlined in Section 10.5 when technical assistance is requested at Client's Facilities, Client will provide, at no cost to IDC, working space and provide access to Client's computer network facilities

If technical assistance is requested at times other than the PPM. It will be provided upon written agreement, subject to the availability of appropriate resources and personnel, at IDC's then current rates for such service as set forth in Section 6.1.

IDC will notify Client where IDC's investigation reveals no Software problem. If Client desires IDC to continue the investigation, IDC will give Client written notification that if the continued investigation reveals no Software problem, IDC will invoice and Client agrees to pay for services expended at IDC's then standard rates as outlined in Section 6.2 and, if required, travel and living expenses at cost subject to the provisions of Section 6.4.

Technical assistance is offered and provided with the understanding that IDC may need to coordinate a resolution between the Client and a third party. Such coordination is possible when the Client has a current maintenance arrangement with the cognizant third party. IDC does not represent itself as an expert on all installed Software and Hardware. We may rely on the third party for resolution when necessary.

8. MAINTENANCE SERVICES NOT INCLUDED

- 8.1** Repair or damage resulting from misuse, neglect, abuse or accidents caused by Client; acts of God; Failure of electrical power, lack of electrical power, or unusual physical or electrical stress or causes external to the Hardware or Software.
- 8.2** Movement, relocation or reinstallation of CLERKWORKS® Software or any related software, except in connection with rearrangement due to additional Hardware or Software installed and maintained hereunder.
- 8.3** Any software not specified in Section 2 or subsequent amendments or Client purchase orders as acknowledged by IDC.

9. **MOVEMENT OF SOFTWARE** Client shall not move the Software to a different installation location unless specifically agreed to in writing by IDC. Client shall give IDC reasonable written notice prior to a requested move date. Maintenance charges and coverage will be continued during Software movement and reinstallation. IDC reserves the right to charge for software movement or relocation services.

10. **CONDITIONS OF MAINTENANCE SERVICE**

- 10.1 In the event any or all of the Software for which maintenance is ordered hereunder in accordance with Section 2 are not covered by this Maintenance and Support Agreement or the current Maintenance and Support Agreement is not renewed and client wishes to enter into a Renewal Agreement, then, subject to IDC approval and immediately prior to the effective date of maintenance hereunder, such Software must be upgraded to the current version and release level. IDC may elect to offer Software upgrade kits to upgrade Client's Software from a designated release to the current production release level. The kit will include documentation, media and installation instructions. This cost of this upgrade kit will be One Hundred and Fifty percent (150%) of the cost specified in Section 4.1 for each yearly coverage Window or
prorated amount if less than a year.
- 10.2 IDC maintenance services provided hereunder is contingent upon (i) IDC's ability to recreate and duplicate any Client reported problem, (ii) Client's proper use of the Software as described in the documentation or training provided by IDC, (iii) Client's completion of training courses provided by IDC or Authorized Agent, (iv) Client not making unauthorized changes to any Software, and (v) no non-IDC supported third party software being involved.
- 10.3 Any maintenance service which is attributable to improper use of the Software shall be charged to Client separately, at then prevailing costs as outline in Section 6.2, plus travel and living expenses at IDC's actual cost, subject to the provisions of Section 6.4, provided such travel cost are approved in advance by Client in writing.
- 10.4 If persons other than those authorized by IDC perform unauthorized modifications to the Software, IDC may, at its option, immediately discontinue service for any such affected Software.
- 10.5 Any release or updates for operating system or third party software received directly by Client from the Hardware/Third Party Software manufacturer shall be coordinated with IDC to insure compatibility with the
then current release of the IDC Software. IDC shall be relieved of responsibility for maintenance and performance of the IDC's Software on an operating system release level or update not supported by IDC.

11. **CLIENT RESPONSIBILITY**

- 11.1 Client, at no charge to IDC, shall provide IDC access to the Hardware or Software when, in the opinion of IDC, such access is necessary to enable performance of services hereunder. IDC will comply with Client's security regulations.
- 11.2 Client shall provide remote data communication access to the Software installed on the Hardware to enable IDC to conduct remote diagnostic procedures provided IDC complies with Client's security policies and procedures. **Client is required to have Internet access to FTP site for software**

upgrades.

- 11.3 The Client shall, at IDC's request, specify a qualified representative who will be the local point of technical contact for Software problem resolution.
- 11.4 Client shall not perform or attempt to perform any changes to the Software covered by this Agreement during the Coverage Window.
- 11.5 It shall be the "CLIENTS" responsibility to ensure adequate backups of data and programs are made as a safeguard. IDC shall provide assistance to Client in the event of data loss or corruption.
- 11.6 Client is responsible for the proper backup of all data.

12. GENERAL TERMS AND CONDITIONS

12.1 Applicable Charges - Client agrees to pay IDC: (i) the charges specified in this Agreement (ii) IDCs' reasonable travel and living expenses incurred by IDC personnel for required travel for the provision of the services hereunder, and (iii) all taxes, however, designated paid or payable to IDC under this Agreement, exclusive of taxes based on the net income of IDC. If any charges under this Agreement are exempt from sales or use tax liability, Client shall provide to IDC, upon execution of this Agreement, evidence of tax exemption acceptable to the relevant taxing authority.

12.2 Confidentiality - IDC will treat as confidential; information so designated in writing by the Client, (the "Confidential Information") and will make the same effort to safeguard such information as it does in protecting its own proprietary data. This provisions shall not apply to any Confidential Information which (a) is already known to IDC when received, (b) is or becomes publicly known through publication or otherwise and through no wrongful act of IDC, (c) is received from a third party without similar restriction and without breach of this Agreement, (d) is disclosed by third party without similar restriction.

12.3 Ownership - IDC shall retain all rights in all materials developed by IDC and any inventions, creations and improvements whether or not patentable or copyrightable, conceived or made in connection with the performance of its obligations hereunder, even if modifications or enhancements are paid for by the Client. Any and all software or other intellectual property required to be delivered to Client hereunder shall be subject to IDC Standard License Agreement a copy of which is attached hereto as Appendix D.

12.4 Non-Solicitation - Both parties agree not to knowingly solicit for employment, without the prior written consent of the other party, any employee or agent of the other party who performs work during the term of this Agreement and for until two (2) years after said person has ceased performing any such work.

12.5 Waiver - The failure of either party to exercise any of its rights or to enforce any of the provisions of this Agreement on any occasion shall not be a waiver of such right or provision, nor affect the right of such party thereafter to enforce each and every provision of this Agreement.

12.6 Headings - The headings in this Agreement are for purposes of reference only and shall not limit or affect any of the terms hereof.

12.7 Statute of Limitations - No action, regardless of form, may be brought by either party more than two (2) years after the cause of action has accrued, or in the case of any action for nonpayment, more than two (2) years from the date the last payment was due.

12.8 Relationship - Nothing contained in this Agreement shall be construed to imply a partnership, joint venture or principal and agent relationship between IDC and Client and neither party shall have any right, power or authority to create any obligation, express or implied, on behalf of the other party.

12.9 Severability - If any provisions of this Agreement are invalid under any applicable statute or rule of law, then the affected provision shall be curtailed and limited only to the extent necessary to bring said provision within legal requirements and this Agreement as so modified shall continue in full force and effect.

12.10 Notices - Any notices required or permitted to be made or given to either party hereto will be sufficiently made or given on the date of mailing, via certified mail or overnight delivery, if sent to such party addressed to it at its address set forth below, or to such other address as it shall designate by written notice to the other party:

Interware Development Company, Inc.
22 Gregory Street
Mont Vernon, NH 03057
Attn: President

Client:
The Town of Liberty
20 Highland Street
Liberty, NH 03217
Attn: Town Clerk, Town Clerk/Tax Collector

12.11 Hold Harmless - Each party (as "Indemnitor") shall hold harmless and indemnify the other party(as "Indemnatee") from all damages to the other party's tangible property and from all claims and liability for personal injuries, including death, to the extent caused by the negligence or willful misconduct of their respective agents, employees, or representatives. Indemnatee shall promptly notify Indemnitor in writing of any such claim and shall give Indemnitor the right to defend and settle any such claim using counsel of Indemnitor's choice. In no event shall an indemnitor hereunder be liable for any amounts payable in settlement of any such claim without such indemnitor's prior written consent. This Hold Harmless shall include all costs and expenses, including reasonable attorneys' fees. Client shall hold IDC harmless and indemnify IDC against any and all data losses or corruption, which may occur during the operation of the software whether direct, indirect or consequential. It shall be the "CLIENTS" responsibility to ensure adequate backups of data and programs are made as a safeguard. IDC shall provide assistance to Client in the event of data loss or corruption

12.12 Injunctive Relief - Client acknowledges that the breach of any of its obligations under Section 12.3 may be likely to cause or threaten irreparable harm to IDC and, accordingly, Client agrees that in such event. IDC shall be entitled to equitable relief to protect its interest therein, including but not limited to preliminary and permanent injunctive relief.

12.13 Order of Precedence - If there is any conflict among the provisions of this Agreement and the License Agreement, Appendix A, the provisions of the License Agreement shall control.

12.14 Appendices - The following attached appendices shall by this reference become an integral part of this Agreement.

APPENDIX D - License Agreement

12.15 Force Majeure - Neither party shall be liable for any delay in or failure of performance due to any cause or condition beyond its reasonable control, whether foreseeable or not.

12.16 Entire Agreement - This Agreement and any attached appendices constitute the entire agreement between the parties and shall supersede all proposals or prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this Agreement, including but not limited to, any Client purchase order. This Agreement shall not be varied by any oral agreement or representation or by other than an instrument in writing of subsequent date hereto, executed by both parties by their duly authorized representatives. This Agreement shall be construed in accordance with, and its performance governed by, the laws of the State of New Hampshire.

13. **WARRANTIES** IDC warrants that it will perform maintenance services in accordance with the terms and conditions of this Amendment. IDC MAKES NO OTHER WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT BY WAY OF LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR AGAINST INFRINGEMENT WITH RESPECT TO THE SERVICES, TECHNICAL INFORMATION OR TECHNICAL ASSISTANCE PROVIDED BY IDC PURSUANT TO THIS AGREEMENT.

14. **LIMITATION OF REMEDIES** IDC's entire liability for breach of the maintenance obligations described herein for any cause or action whatsoever and, regardless of the form of action (including negligence) shall be limited to the Client's actual direct damages not to exceed the Maintenance Charges paid under the Agreement during the immediately preceding twelve (12) month period. IN NO EVENT SHALL IDC, ITS OFFICERS, AGENTS AND EMPLOYEES BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY THEORY OF TORT, CONTRACT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR LOST PROFITS, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal by their duly authorized representatives as of the day and year first written below

Interware Development Company, Inc.

The Town of Liberty

By: _____

By: _____

Name: Sandra J. Rowe

Name: Town Clerk

Title: President

Title: Town Clerk/Tax Collector

Date:

Date:

4-2: (7) Support and Maintenance

Support Services

Help Desk and Integration Guidance

Technical support is available via toll free telephone during our normal operating hours of 8:00 AM – 5:00 PM. After hours phone support is provided to municipalities that are open outside normal office hours including Monday through Friday nights from 5PM – 8PM as well as Saturday from 8am – 1PM. After hours support is limited to live transactions only. New installations, modification to report requests, data queries are not taken after hours and will be addressed during our normal hours of operation. Telephone support is supplemented with remote support during regular business hours and generally for afterhours support. This has proven to be a very effective tool to resolve issues quickly at the ClerkWorks point of sale. All support telephone calls are answered immediately by a qualified Interware software support professional ready to resolve any question immediately. If the call cannot be resolved immediately it may be escalated to an analyst and entered into our tracking system, Trello. After the analyst reviews the issue it may be given back to support with a resolution or escalated to our engineering team. All our software is created and maintained at our corporate headquarters here in New Hampshire. The software versions are backed up in such a way that engineering team is ready to make any emergency or critical changes to a production version if necessary. It is required that our software is also kept current at our customer locations. E-mail support is also available.

Support services are provided to the citizens (“payers”) directly through the EB2Gov website. All EB2Gov on-line support requests capture the details entered by the user and are accompanied with any notes the user includes. Interware’s support staff respond to these requests 24/7. Citizens may also communicate directly with the webmaster through the EB2Gov website. Additional support is available for citizens via the main telephone line.

Software upgrades are normally completed by Interware Development implementation staff. Upgrades can be scheduled during or after business hours. If local software is installed at a municipality, updates are presented automatically to users to accept at a time of their convenience using a simple download process. Test platforms are utilized on the EB2Gov server when new products are launched. Software enhancements are provided in the software updates as well. Release notes are distributed prior to the releases. Customer enhancement requests are also considered on an individual basis.

Citizens Information Portals:

On-line property taxes and utility billing is an information center accessed by citizens, financial institutions, mortgage companies, title companies, etc., alike. Municipalities can elect to have the search capabilities - by owner name or address – enabled or disabled, at the discretion of the Town.

Property Tax Center – through the Property Tax Center, citizens have access to property tax information using search options which include property ID, owner name, or address. Projections on current principal may be calculated and may be based on any future payment date.

E-Reg Estimates – through E-Reg, citizens can obtain registration estimates for new vehicles and renewals; seamless integration with the Penton Blue Book data, with lookups by VIN or year/make/model allows estimating based on a vehicle’s list price and weight.

Transaction Status – Citizens are able to access the status of any transaction completed online, 24/7, and to see detailed information about which step of the process the transaction has reached.

Training

Adequate training is critical to the success of this project. As mentioned earlier, there is a substantial change in paradigm between your old system and AMASE and ClerkWorks.

Training is provided on the Client site. Training is broken up into two specific sessions. One session is in a no customer environment and, in most cases, on test database. A highly-qualified instructor, away from the distractions of customers provides lectures and hands on. The lectures are designed to provide understanding of the processes to be used with AMASE. The hands-on training puts these principles to work in real world scenarios promptly after the lecture. This method provides the best possible retention and enables the users to ask specific questions about situations that may arise. Module-specific training is optimally provided as close as possible to the actual live date of system implementation. The second part of training is with live customers in the case of ClerkWorks.

Training syllabuses are used to ensure complete knowledge transfer so the Town will become fully capable of managing the system while it is being implemented and beyond.

Documentation

Documentation is provided for all installed modules both printed manuals in binders and electronically.

User Group Meetings

User Group Meetings are generally held every year. One or several will be set up yearly at a customer site for all to join. WebEx meetings are scheduled throughout the year as well.

CHARTERED JANUARY 1, 1991

FOUNDED DECEMBER 15, 1727



TOWN OF NEWMARKET, NEW HAMPSHIRE
By the Newmarket Town Council

Resolution 2015/2016-52

Authorizing the Designation of a portion of Rt. 152 as an Economic Recovery Zone

WHEREAS: NH RSA 162N allows for the creation of Economic Recover Zones in communities to encourage the redevelopment of certain land in exchange for state tax credits for the developer, and

WHEREAS: The Town desires to redevelop what is the B3 zone along Rt. 152, including the following lots on Town Tax Map R6 (updated April 2015):

Lots 1, 2, 3, 4-1, 4-2, 4-3, 5, 6, 7, 8, 9, 10, 11-1, 11-1A, 11-2, 12, 50, 50A, 50B, 50C, 50-1, 50-2, 50-3, 50-4, 50-4, 50-5, 50-6, 50-7, 50-8, 51 and 52. .

NOW, THEREFORE, BE IT RESOLVED BY THE NEWMARKET TOWN COUNCIL THAT:

The Town Council requests that the Commissioner of the Department of Resources and Economic Development declare this portion an Economic Recovery zone and authorizes the Town Administrator to execute any agreements.

First Reading: June 1, 2016

Tabled: June 1, 2016

Second Reading:

Approval:

Approved: _____

Dale Pike, Chair, Town Council

A True Copy Attest _____

Terri J. Littlefield, Town Clerk



RECEIVED

OCT 30 2017

TOWN OF NEW MARKET
ADMINISTRATOR'S OFFICE

APPLICATION FOR APPOINTMENT TO A BOARD,
COMMISSION, OR COMMITTEE POSITION WITHIN THE
TOWN OF NEWMARKET

Applicant's Name:

HENRY M. SMITH

Address:

1118 BENNETT WAY

Phone/Cell

(603) 659-8396

RSA 669:19 Newmarket Registered Voter:

Yes

No

of Years as Resident:

1

RSA 91:2 Are you an American Citizen?

Yes

No

Email address:

hm-smith@unk.edu

Full membership (3 year term) position applying for

DAM COMMITTEE

State what the new term expiration date is:

2018 (?)

Alternate position (3 year term) position applying for

State what the new term expiration date is:

I feel the following experience and background qualifies me for this position:

I served on the Durham ZBA + Town Council (2001-05 '06 2006-'07) and the status of Mill Pond Dam was much discussed, and continued. I was part of this ongoing discussion.
(need more room, please use the back)

Henry M. Smith

30 Oct, 2017

Signature

Date

You are welcome to submit a letter or resume with this form. Applicants are requested to attend the Council meeting to address the Town Council prior to the decision making process. Applicants will be notified of the time and date of this meeting in advance. Thank you for your application and interest in the Town of Newmarket.

a very interested party.

And I was a member of the
Wiswall Dam commission for 3
years, in Durham.



RECEIVED

NOV - 7 2017

TOWN OF NEWMARKET
ADMINISTRATOR'S OFFICE

APPLICATION FOR APPOINTMENT TO A BOARD,
COMMISSION, OR COMMITTEE POSITION WITHIN THE
TOWN OF NEWMARKET

Applicant's Name: MICHAEL A. PROUST

Address: 16 BEECH STREET Phone/Cell 603-781-7116

RSA 669:19 Newmarket Registered Voter: ☒ Yes ☐ No # of Years as Resident: 44

RSA 91:2 Are you an American Citizen? ☒ Yes ☐ No

Email address: MPROUST@COMCAST.NET

Full membership (3 year term) position applying for NEWMARKET COMMUNITY DEVELOP
MENT CORPORATION

State what the new term expiration date is: 2020

Alternate position (3 year term) position applying for _____

State what the new term expiration date is: _____

I feel the following experience and background qualifies me for this position: _____

ORIGINAL MEMBER NCDC WORK ON SCHANDA PARK

WEATHERIZATION FACADE IMPROVEMENT 2 CD BG GRANT

CYCLES (INCLUDING FISH & GAME BUILDING)

MEMBER OF NCDC 2001-2017 (OVER)
(need more room, please use the back)

Michael A. Proust 11/6/17
Signature Date

You are welcome to submit a letter or resume with this form. Applicants are requested to attend the Council meeting to address the Town Council prior to the decision making process. Applicants will be notified of the time and date of this meeting in advance. Thank you for your application and interest in the Town of Newmarket.

CERTIFIED MAIN STREET DIRECTOR BY
NATIONAL TRUST HISTORIC PRESERVATION, NATIONAL
MAIN STREET PROGRAM

20 YEARS EXPERIENCE AS EXECUTIVE DIRECTORS
IN JAFFREY, DOWER, ROCHESTER

NAMED OUTSTANDING MAIN STREET DIRECTOR IN NH
IN 2002

MEMBER OF NH CREATIVE COMMUNITIES STEERING
COMMITTEE (NH STATE COUNCIL ON ART)

WROTE GRANT APPLICATION CREATIVE NEWMARKET
MILLSPACE FUNDING

WORKS ON DEVELOPMENT PROJECTS OF BRYANT ROCK
AND MAIN STREET MILLS

NCDC REPRESENTATIVE ON MAIN STREET TIF DISTRICT

PRESIDENT OF NEWMARKET SERVICE CLUB THAT
1976-78 THAT CREATED "A NEW LIFE FOR DOWNTOWN
NEWMARKET" STUDY

NH COORDINATOR FOR MAIN STREET PROGRAMS
2009-2017

SERVED ON NEWMARKET ECONOMIC DEVELOPMENT COMMITTEE
(MASTER PLAN)

FORMING ZONING BOARD ADJUSTMENT CHAIR

BOARD OF DIRECTORS NEWMARKET HISTORICAL SOCIETY

CO-CHAIRER NEWMARKET 250TH ANNIVERSARY CELEBRATION
FIRST CHAIR OF OLD HOME WEEKEND

FOUNDED NEWMARKET HERITAGE FESTIVAL & SERVED ON
NEWMARKET MAIN STREET COMMITTEE

CHARTERED JANUARY 1, 1991

FOUNDED DECEMBER 15, 1727



TOWN OF NEWMARKET, NEW HAMPSHIRE
By the Newmarket Town Council

Resolution #2017/2018-19

**An Engineering Contract for Water Demand and Wastewater Capacity Build-Out Analysis
for the Environmental Services Department**

WHEREAS, the Town has entered into an Administrative Order (AOC) on Consent so that its Wastewater Treatment Plant Total Nitrogen Permit Limit would be an 8 mg/L instead of the more stringent 3.0 mg/L; and

WHEREAS, the AOC requires the Town to complete a Total Nitrogen Control Plan by September 30, 2018; and

WHEREAS, The Town sent out a request for proposal and determined that Wright-Pierce has submitted the best proposal and has the necessary resources to complete the work.

NOW, THEREFORE BE IT RESOLVED, that The Newmarket Town Council does hereby approve the Town Administrator to sign a contract with Wright-Pierce for engineering services to perform Total Nitrogen Control Plan for the sum of \$140,742.

First Reading: *December 6, 2017*

Second Reading:

Approval:

Approved: _____
Dale Pike, Chair Newmarket Town Council

A True Copy Attest: _____
Terri Littlefield, Town Clerk



TOWN HALL
186 MAIN STREET
NEWMARKET, NH 03857

TEL: (603) 659-3617
FAX: (603) 659-8508

FOUNDED DECEMBER 15, 1727
CHARTERED JANUARY 1, 1991

TOWN OF NEWMARKET, NEW HAMPSHIRE

STAFF REPORT

DATE: November 20, 2017

TITLE: Resolution 2017/2018-19 - Total Nitrogen Control Plan

PREPARED BY: Sean T. Greig

TOWN ADMINISTRATOR'S COMMENTS – RECOMMENDATION:

I recommend passage of this resolution.

BACKGROUND: In May of 2013, the Town of Newmarket signed an Administrative Order on Consent with the EPA. The Town signed the Administrative Order so that its Total Nitrogen Permit limit would be an interim limit of 8 mg/L instead of the more stringent 3.0 mg/L limit. In return, the Town agreed to: (1) construct a wastewater treatment facility that could meet the 8.0 mg/L TN interim limit; (2) begin tracking all activities within the Town that effect the total nitrogen load to Great Bay; (3) by September 30, 2017, the Town shall submit to the EPA a Total Nitrogen Non-point Source and Point Source Control Plan; and (4) by December 31, 2022, the Town shall submit an engineering evaluation that includes recommendations for implementing additional measures necessary to achieve compliance with the NPDES Permit, or justification for leaving the interim discharge limit in place (or lower the interim limit to a level below an 8.0 mg/L but above a 3.0 mg/L) beyond that date. The Town requested and received a one year extension on the Total Nitrogen Control Plan. The Total Nitrogen Control plan is due on September 30, 2018.

Total Nitrogen Control Planning is new for New Hampshire and the seacoast area. So, the Town sent out a Request for Proposals from firms that have been certified and are on the New Hampshire Department of Environmental Services Roster of Prequalified Engineering Firms. The Town requested a scope of work, a cost proposal to perform the scope, and a list of labor costs for its employees. The Town received three (3) proposals from: Hoyle, Tanner and Associates, Underwood Engineers, and Wright-Pierce Engineering. The Town interviewed all three firms. The interview team included Greg Marles Facilities Director, Rick Malasky DPW Director, Diane Hardy Town Planner, and Sean Greig Director of Environmental Services.

After conducting interviews and checking references, the interview team was able to narrow down the selection to two (2) firms: Underwood Engineers and Wright-Pierce Engineering. Underwood's scope had significantly fewer hours and a lower total cost than Wright-Pierce's. Wright-Pierce has extensive experience, while Underwood had very little. Wright-Pierce's team is currently creating a similar Total Nitrogen Control Plan for the Town of Exeter, and has performed comparable water quality work and planning for the City of Rochester and Town of Durham. In addition, the Wright-Pierce team has performed water resource (nutrient) management planning for Sandwich, MA. The team felt that Wright-Pierce had the most experience and resources to produce the best product for Newmarket. Initially, the team could not clearly determine if the Town was getting the best scope and price for the project. Therefore, the Town

requested Underwood Engineers and Wright-Pierce Engineering to submit a very detailed scope, specifically identifying the work to be performed by the engineering firm and its sub-consultants. It was determined the final scope for Underwood Engineers did not include any work to evaluate the wastewater treatment plant options for addressing Total Nitrogen, and Wright-Pierce's scope did. Establishing options for addressing Total Nitrogen will be a critical piece in justifying leaving the interim discharge unit in place as part of our final negotiations with EPA. The final attached proposal from Wright-Pierce, which includes work at the wastewater treatment plant, is \$140,742. If you subtract out the \$14,000 value of the additional work task for the wastewater treatment plant from the \$140,742 Wright-Pierce proposal, their base project scope cost is \$126,742, which is only \$542 more than the Underwood Engineers' cost proposal of \$126,200. Given the vast differences in the level of experience of the two (2) firms, we believe this amount is inconsequential in favor of Wright-Pierce.

DISCUSSION: Does the Town Council authorize the Town Administrator to enter into an agreement with Wright-Pierce Engineering to perform the work to complete a Nitrogen Control and Sampling Program in the amount of \$140,742 to meet the requirements of the EPA Administrative Order on Consent.

FISCAL IMPACT: The Sewer Department has budgeted money in its 2017-2018 budget for this project. Only sewer funds will be used for this project which will be paid solely by the sewer users.

RECOMMENDATION: The team feels that this Nitrogen Control Plan is not just a requirement for the Administrative Order on Consent, but will be a major component of the MS4 Permit to follow. It is important that we produce a Total Nitrogen Control and Sampling Plan that meets the EPA and NHDES requirements and also is useful to the Town, today and in the future. The team feels that Wright-Pierce has the most experience and resources to produce the best product for the Town. The interview team, therefore, recommends the Council authorize the Town Administrator to enter into an agreement with Wright-Pierce Engineering to perform the work to complete a Nitrogen Control and Sampling Program to meet the requirements of the Administrative Order on Consent.



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
Region 1
5 Post Office Square, Suite 100
Boston, MA 02109-3912

CERTIFIED MAIL – RETURN RECEIPT REQUESTED

MAY 22 2013

Mr. Stephen R. Fournier
Town Administrator
Town Hall
186 Main Street
Newmarket, NH 03857

Re: NPDES Permit No. NH0100196
Administrative Order on Consent Docket No. 13-009

Dear Mr. Fournier:

Enclosed is the executed Administrative Order on Consent in the matter of the
Town of Newmarket, New Hampshire.

Sincerely,

A handwritten signature in cursive script, appearing to read "Susan Studlien", is written below the word "Sincerely,".

Susan Studlien, Director
Office of Environmental Stewardship

Enclosure

cc: Attorney Dana Bisbee
Tracy Wood, NHDES

RECEIVED MAY 24 2013

**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION I**

IN THE MATTER OF:)	DOCKET NO. 13-009
)	
Town of Newmarket, New Hampshire)	FINDINGS OF VIOLATION
NPDES Permit No. NH0100196)	
)	AND
Proceedings under Sections 308 and)	
309(a)(3) of the Clean Water Act,)	ADMINISTRATIVE ORDER ON
as amended, 33 U.S.C. §§ 1318 and)	CONSENT
1319(a)(3))	

I. STATUTORY AUTHORITY

The following FINDINGS are made and ORDER on CONSENT ("Order") issued pursuant to Sections 308(a) and 309(a)(3) of the Clean Water Act, as amended (the "Act"), 33 U.S.C. §§ 1318 and 1319(a)(3). Section 309(a)(3) of the Act grants to the Administrator of the U.S. Environmental Protection Agency ("EPA") the authority to issue orders requiring persons to comply with Sections 301, 302, 306, 307, 308, 318, and 405 of the Act and any permit condition or limitation implementing any of such sections in a National Pollutant Discharge Elimination System ("NPDES") permit issued under Section 402 of the Act, 33 U.S.C. § 1342. Section 308(a) of the Act, 33 U.S.C. § 1318(a), authorizes EPA to require the submission of any information required to carry out the objectives of the Act. These authorities have been delegated to the EPA, Region I Administrator, and in turn, to the Director of the EPA, Region I Office of Environmental Stewardship ("Director").

The Order herein is based on findings of violation of Section 301 of the Act, 33 U.S.C. § 1311, and the conditions of NPDES Permit No. NH0100196 and is issued with the consent of the Town of Newmarket, New Hampshire. Pursuant to Section 309(a)(5)(A) of the Act, 33 U.S.C. § 1319(a)(5)(A), the Order provides a schedule for compliance that the Director has determined to be reasonable.

II. DEFINITIONS

Unless otherwise defined herein, terms used in this Order shall have the meaning given to those terms in the Act, 33 U.S.C. § 1251 *et seq.*, the regulations promulgated thereunder, and any applicable NPDES permit. For the purposes of this Order, "NPDES Permit" means the Town of Newmarket's NPDES Permit, No. NH0100196, and all amendments or modifications thereto and renewals thereof as are applicable and in effect at the time.

III. FINDINGS

The Director makes the following findings of fact:

1. The Town of Newmarket, New Hampshire ("Newmarket" or "Town") is a municipality, as defined in Section 502(4) of the Act, 33 U.S.C. § 1362(4), established under the laws of the State of New Hampshire.
2. The Town is a person under Section 502(5) of the Act, 33 U.S.C. § 1362(5). The Town is the owner and operator of a Publicly Owned Treatment Works ("POTW"), which includes a wastewater collection system ("Collection System") and a wastewater treatment facility ("WWTF"), from which pollutants, as defined in Section 502(6) and (12) of the Act, 33 U.S.C. §§ 1362(6) and (12), are discharged to the Lamprey River.
3. The WWTF is a 0.85 million gallons per day ("MGD") secondary treatment facility that serves a population of approximately 8,000.
4. Section 301(a) of the Act, 33 U.S.C. § 1311(a), makes unlawful the discharge of pollutants to waters of the United States except, among other things, in compliance with the terms and conditions of an NPDES permit issued pursuant to Section 402 of the Act, 33 U.S.C. § 1342.
5. On November 16, 2012, the Town was issued the NPDES Permit by EPA under the authority of Section 402 of the Act, 33 U.S.C. § 1342. The Town of Dover, New Hampshire and the City of Rochester, New Hampshire requested a hearing on the Permit on December 14, 2012. On February 28, 2013, the Regional Administrator issued a notice under 40 C.F.R. § 124.60(b)(1) identifying uncontested conditions of the NPDES Permit. The uncontested conditions became effective on April 1, 2013. The NPDES Permit superseded a permit issued on April 27, 2000 and modified on July 8, 2002. The NPDES Permit expires on April 1, 2018.
6. The NPDES Permit authorizes the Town to discharge pollutants from WWTF Outfall 001, a point source as defined in Section 502(14) of the Act, 33 U.S.C. § 1362(14), to the Lamprey River subject to the effluent limitations, monitoring requirements and other conditions specified in the NPDES Permit.
7. The Lamprey River flows into Great Bay, which flows to Little Bay then into the Piscataqua River and to the Atlantic Ocean. All are waters of the United States under Section 502(7) of the Act, 33 U.S.C. § 1362(7), and the regulations promulgated thereunder.
8. Part I.A.1.a. of the NPDES Permit includes a condition that would provide that total nitrogen in discharges from WWTF Outfall 001 may not exceed 3.0 milligrams per liter (mg/l). While that

specific level of treatment is contested, the discharger has proposed a less stringent level of treatment of 8 mg/l, and that effluent limitation is deemed an uncontested condition of the permit. In accordance with 40 C.F.R. § 124.60(b), following the Regional Administrator's February 28, 2013 notice of uncontested conditions, Part I.A.1.a. of the NPDES Permit provides that total nitrogen in discharges from WWTF Outfall 001 may not exceed 8.0 milligrams per liter (mg/l). That 8.0 mg/l total nitrogen limit became effective on April 1, 2013.

9. Nitrogen is a pollutant as defined in Sections 502(6) and (12) of the Act, 33 U.S.C. §§ 1362(6) and (12).
10. The Town routinely discharges effluent from WWTF Outfall 001 containing total nitrogen in excess of 8.0 mg/l.
11. The Town's routine discharges of effluent from WWTF Outfall 001 containing total nitrogen in excess of 8.0 mg/l occur in violation of the NPDES Permit and Section 301(a) of the Act, 33 U.S.C. § 1311(a).
12. In accordance with Newmarket's town charter, the funding for the new wastewater treatment facilities referenced in Section IV.A below must be approved by the Newmarket Town Meeting. The Newmarket Town Council will pursue that approval at the earliest possible date but no later than at the March 2013 Town Meeting.

IV. ORDER

Accordingly, pursuant to Sections 308 and 309(a)(3) of the Act, it is hereby ordered that the Town shall:

A. WASTEWATER TREATMENT FACILITIES

1. By March 31, 2015, in accordance with New Hampshire Department of Environmental Services (NHDES) approval, the Town shall initiate construction of the wastewater treatment facilities recommended in the September 1, 2011 201 Facilities Plan Update prepared by Underwood Engineers, Inc.
2. By March 31, 2017, achieve substantial completion of construction of the WWTF in accordance with NHDES approval.

B. INTERIM EFFLUENT LIMITATIONS

1. From the effective date of this Order until the total nitrogen concentration limit included in Attachment 1.a of this Order becomes effective pursuant to Paragraph IV.B.2., below, the Town shall comply with the interim total nitrogen effluent limitations and monitoring requirements contained in Attachment 1 of this Order.
2. By March 31, 2018 or 12 months after substantial completion of construction pursuant to Paragraph IV.A.2., above, whichever is sooner, the Town shall comply with the interim total nitrogen effluent limit and monitoring requirements contained in Attachment 1.a of this Order.
3. The interim limits in Attachment 1.a shall be in effect unless and until EPA determines that the Town has not complied with the milestones set forth in this Order. If and when EPA determines that the interim limits shall no longer remain in effect and the 3.0 mg/l total nitrogen limit is in effect, the Town shall fund, design, construct and operate additional treatment facilities to meet the NPDES Permit total nitrogen limit of 3.0 mg/l as soon as possible and no later than 5 years from EPA's determination.
4. The Town shall operate the WWTF in a manner so as to maximize removal efficiencies and effluent quality, using all necessary treatment equipment available at the facility for optimization at the flow and load received but not requiring methanol or other carbon addition.

C. REPORTING (WASTEWATER TREATMENT FACILITIES)

1. Until July 15, 2017, the Town shall submit quarterly reports to EPA and the NHDES summarizing its compliance with the provisions of Paragraphs IV.A and IV.B of this Order. Progress reports shall be submitted on, or before, April 15th, July 15th, October 15th, and January 15th of each year. Each progress report submitted pursuant to this paragraph shall: a) describe activities undertaken during the reporting period directed at achieving compliance with this Order; b) identify all plans, reports, and other deliverables required by this Order that have been completed and submitted during the reporting period; and c) describe the expected activities to be taken during the next reporting period in order to achieve compliance with this Order.

D. NON-POINT SOURCE AND STORMWATER POINT SOURCE ACTIVITIES

1. Upon the effective date of this Order, the Town shall begin tracking all activities¹ within the Town that affect the total nitrogen load to the Great Bay Estuary. This includes, but is not limited to, new/modified septic systems, decentralized wastewater treatment facilities, changes to the amount of effective impervious cover, changes to the amount of disconnected impervious cover², conversion of existing landscape to lawns/turf and any new or modified Best Management Practices.
2. Upon the effective date of this Order, the Town shall begin coordination with the NHDES, other Great Bay communities, and watershed organizations in NHDES's efforts to develop and utilize a comprehensive subwatershed-based tracking/accounting system for quantifying the total nitrogen loading changes associated with all activities within the Town that affect the total nitrogen load to the Great Bay Estuary.
3. Upon the effective date of this Order, the Town shall begin coordination with the NHDES to develop a subwatershed community-based total nitrogen allocation.
4. By September 30, 2017, submit to EPA and the NHDES a total nitrogen non-point source and point source stormwater control plan ("Nitrogen Control Plan"), including a schedule of at least five years for implementing specific control measures to address identified non-point source and stormwater point source Nitrogen loadings in the Town of Newmarket that contribute total nitrogen to the Great Bay estuary, including the Lamprey River. If any category of de-minimis non-point source loadings identified in the tracking and accounting program are not included in the Nitrogen Control Plan, the Town shall include in the Plan an explanation of any such exclusions. The Nitrogen Control Plan shall be implemented in accordance with the schedules contained therein.

¹ Pertains to activities that the Town should reasonably be aware of, e.g., activities that involve a Town review/approval process or otherwise require a notification to the Town.

² Impervious cover includes pavement and buildings.

E. REPORTING

1. Beginning January 31, 2014 and annually thereafter, the Town shall submit Total Nitrogen Control Plan Progress Reports to EPA and the NHDES that address the following:

- a. The pounds of total nitrogen discharged from the WWTF during the previous calendar year;
- b. A description of the WWTF operational changes that were implemented during the previous calendar year;
- c. The status of the development of a total nitrogen non-point source and storm water point source accounting system;
- d. The status of the development of the non-point source and storm water point source Nitrogen Control Plan,
- e. A description and accounting of the activities conducted by the Town as part of its Nitrogen Control Plan; and
- f. A description of all activities within the Town during the previous year that affect the total nitrogen load to the Great Bay Estuary as defined in Section IV. D.1 above. The annual report shall include sufficient information such that the nitrogen loading change to the watershed associated with these activities can be quantified upon development of the non-point source/point source storm water accounting system.

2. By December 31, 2022, the Town shall submit an engineering evaluation that includes recommendations for the implementation of any additional measures necessary to achieve compliance with the NPDES Permit, or a justification for leaving the interim discharge limit set forth in Attachment 1.a in place (or lower the interim limit to a level below 8.0 mg/l but still above 3.0 mg/l) beyond that date.

Such justification shall analyze whether:

- a. Total nitrogen concentrations in the Lamprey River and downstream waters are trending towards nitrogen targets;³
- b. Significant improvements in dissolved oxygen, chlorophyll a, and macroalgae levels have been documented; and
- c. Non-point source and storm water point source reductions achieved are trending towards allocation targets and appropriate mechanisms are in place to ensure continued progress.

³ The Town shall account for precipitation in the trend analysis and baseline measurement.

V. NOTIFICATION PROCEDURES

1. Where this Order requires a specific action to be performed within a certain time frame, the Town shall submit a written notice of compliance or noncompliance with each deadline. Notification must be mailed within fourteen (14) calendar days after each required deadline. The timely submission of a required report shall satisfy the requirement that a notice of compliance be submitted.
2. If noncompliance is reported, notification shall include the following information:
 - a. A description of the noncompliance.
 - b. A description of any actions taken or proposed by the Town to comply with the lapsed schedule requirements.
 - c. A description of any factors that explain or mitigate the noncompliance.
 - d. An approximate date by which the Town will perform the required action.
3. After a notification of noncompliance has been filed, compliance with the past-due requirement shall be reported by submitting any required documents or providing EPA and NHDES with a written report indicating that the required action has been achieved.
4. Submissions required by this Order shall be in writing and shall be mailed to the following addresses:

United States Environmental Protection Agency
Region I – New England
5 Post Office Square - Suite 100
Boston, MA 02109-3912
Attn: Joy Hilton, Water Technical Unit (Mail Code: OES04-3)

New Hampshire Department of Environmental Services
Water Division
Wastewater Engineering Bureau
P.O. Box 95 - 29 Hazen Drive
Concord, NH 03302-0095
Attn: Tracy L. Wood, P.E.

VI. GENERAL PROVISIONS

1. The Town may, if it desires, assert a business confidentiality claim covering part or all of the information requested, in the manner described by 40 C.F.R. § 2.203(b). Information covered by such a claim will be disclosed by EPA only to the extent set forth in 40 C.F.R. Part 2, Subpart B. If no such claim accompanies the information when it is received by EPA, the information may be

made available to the public by EPA without further notice to the Town. The Town should carefully read the above-cited regulations before asserting a business confidentiality claim since certain categories of information are not properly the subject of such a claim. For example, the Act provides that "effluent data" shall in all cases be made available to the public. See Section 308(b) of the Act, 33 U.S.C. § 1318(b).

2. This Order does not constitute a waiver or a modification of the terms and conditions of the NPDES Permit. The NPDES Permit remains in full force and effect. EPA reserves the right to seek any and all remedies available under Section 309 of the Act, 33 U.S.C. § 1319, as amended, for any violation cited in this Order.
3. The Town waives any and all claims for relief and otherwise available rights or remedies to judicial or administrative review which the Town may have with respect to any issue of fact or law set forth in this Order on Consent, including, but not limited to, any right of judicial review of the Section 309(a)(3) Compliance Order on Consent under the Administrative Procedure Act, 5 U.S.C. §§ 701-708.
4. This Order shall become effective upon receipt by the Town.

05/20/13
Date

Susan Studlien
Susan Studlien, Director
Office of Environmental Stewardship
U.S. Environmental Protection Agency, Region I

May 10, 2013
Date

Stephen Fournier
Stephen Fournier, Town Administrator
Town of Newmarket, New Hampshire

ATTACHMENT 1

Interim Effluent Limits and Monitoring Requirements

	<u>Mass</u>		<u>Concentration</u>		<u>Frequency</u>	<u>Type</u>
	<u>Average Monthly</u> (lbs/day)	<u>Daily Maximum</u> (lbs/day)	<u>Average Monthly</u> (mg/l)	<u>Daily Maximum</u> (mg/l)		
Total Nitrogen ¹	Report	Report	Report	Report	2/Week	24-hour composite

¹ Total Nitrogen shall be calculated by adding the total kjeldahl nitrogen (TKN) to the total nitrate (NO₃-N) and nitrite (NO₂-N).

ATTACHMENT 1.a.

Interim Effluent Limits and Monitoring Requirements

	<u>Mass</u>		<u>Concentration</u>		<u>Frequency</u>	<u>Type</u>
	<u>Average Monthly</u> (lbs/day)	<u>Daily Maximum</u> (lbs/day)	<u>Average Monthly</u> (mg/l)	<u>Daily Maximum</u> (mg/l)		
Total Nitrogen ¹ November 1 st through March 31 st	Report	Report	Report	Report	2/Week	24-hour composite
Total Nitrogen ¹ April 1 st through October 31 st	Report	Report	8 mg/l ²	Report	2/Week	24-hour composite

¹ Total Nitrogen shall be calculated by adding the total kjeldahl nitrogen (TKN) to the total nitrate (NO₃-N) and nitrite (NO₂-N). The permittee shall optimize the operation of the treatment facility for the removal of total nitrogen during the period but not requiring methanol or other carbon addition.

² Calculated on a 214 day seasonal rolling average.

September 28, 2017
W-P Project No. T11638

Town of Newmarket
Department of Public Works
4 Young Lane, Newmarket, NH 03857

Subject: Engineering Services to Create a Total Nitrogen Control Plan and a Lamprey River Water Quality Monitoring Program – Post-Interview Additional Scope and Budget Information (updated)

Dear Selection Committee:

Thank you for the opportunity to provide additional information and a higher level of detail regarding our proposed scope and associated budget for the subject project. We'd like to stress that based on our experience doing very similar work for the Town of Exeter, we believe that our proposed scope is the appropriate response to meet the requirements of the Administrative Order and best position the Town for future planning and regulatory negotiation success.

In accordance with the Town's request, we've presented our response in two pieces - the attached table detailing the hours and budget assigned to each of the 10 tasks, and this letter describing the proposed scope associated with each task in detail. If our costs differ significantly from our competitors, it is because we have envisioned a different scope.

Total Nitrogen Control Plan (Tasks 1 through 9)

Task 1 – Kickoff Meeting

This task will include preparation for and participation in a kick-off meeting with Town staff. Effort for this task will be split evenly between Wright-Pierce (WP) and our subconsultant (Horsley Witten Group (HW). Prior to the meeting, our Team will obtain and review various pertinent information including: Annual Total Nitrogen Progress Reports, previous correspondence with NHDES/EPA; Great Bay water quality reports, previous correspondence with Lamprey River interest groups, WWTF operational data, etc. Topics of discussion at the meeting will include: scope of study, introduction of project team members, establishing lines of communication, status of NHDES numeric nutrient water quality criteria and other regulatory developments that may affect the project. We will develop a project Workplan for discussion of the meeting. The Workplan will provide details on workflow, schedule and coordination requirements so that the Town has a more detailed road map of the project.

Task 2 – Baseline and Future Nonpoint Source Nitrogen Loads

In our proposal, the future non-point source (NPS) nitrogen load is provided as an optional task. Our team understands that EPA is not looking for the communities to evaluate potential increases in load due to future development at this time. Since the nitrogen control plan will be establishing an

implementation plan for the next 5-years, it would not be expected that future loads would increase significantly. However, for your reference the scope of work associated with the future nitrogen loads is included below. Please refer to our proposal for the cost savings by not completing the future non-point source loads (\$7,800).

To establish the baseline and future nitrogen loads, **WP will:**

- Review historic WWTF data and estimate the pre-upgrade point source Wastewater Treatment Facility (WWTF) effluent load.
- Estimate the post-upgrade point source WWTF effluent load at the interim permit limit (8 mg/L).
- Estimate future point source WWTF effluent load at the potential final permit limit (3 mg/L).
- Estimate future growth projections using the growth plans identified in the “201 Facilities Plan Update” (UEI, 2011), as well as the more recent “20-Year Water and Wastewater Build-out Study” recently completed by WP.
- Prepare draft memorandum to document the methodology and results for the baseline and future nitrogen loads associated with the WWTF
- Prepare for and participate in one meeting with Town staff to review the methodology and results
- Prepare final memorandum based on comments from Town staff

To establish the baseline and future nitrogen NPS loads, HW will utilize methods from the “Great Bay Nitrogen Non- Point Source Study” (NHDES, June 2014), the final New Hampshire Municipal Separate Storm Sewer (MS4) Permit (2017), and other resources prepared for the Town of Exeter and the City of Rochester by our Team. Our team will also leverage our experience with the Watershed integration project for the Squamscott River Watershed. Using these methods and resources, **HW will:**

- Inventory 2010 Land Use, in acres, for the following categories: agricultural, barren, commercial, forest, industrial, industrial and commercial complexes, mixed use development, outdoor, residential, transitional, transportation, water and wetland.
- Tabulate area of each of the four Hydrologic Soil Groups (HSG), in acres.
- Summarize cover type, in acres, including estimates of total pervious area, total impervious area (TIA), directly connected impervious area (DCIA) and disconnected impervious area (DIA) using the Sutherland Equations.
- Total estimated unattenuated and attenuated stormwater nitrogen load, in pounds per year, for each Hydrologic Response Unit (HRU) (i.e., land use, cover type (pervious/impervious) and HSG).
- Total estimated attenuated stormwater nitrogen load for developed (i.e., agricultural, commercial, industrial, commercial complexes, mixed use development, outdoor, residential, transitional and transportation) and undeveloped (barren, forest, water, and wetland) lands.
- Estimate the 2010 attenuated nitrogen load from stormwater (includes atmospheric deposition, chemical fertilizer and animal waste); groundwater non-septic (includes infiltrated stormwater); and groundwater septic.
- Estimate watershed loads in the overall Lamprey River watershed based on the Great Bay Nutrient Non-Point Source Study.
- Estimate watershed loads by Town in the overall Lamprey River Watershed based on the Great Bay Nutrient Non-Point Source Study.
- Estimate the pristine (undeveloped) load from the Town to the Lamprey River.

- Estimate future land use changes within the Town and associated nitrogen load from the Town to the Lamprey River.
- Develop a spreadsheet based model to summarize and track all nitrogen loads and changes to nitrogen loads to the watershed.
- Prepare draft memorandum to document the methodology and results for the baseline and future nitrogen loads associated with the WWTF.
- Prepare for and participate in one meeting with Town staff to review the methodology and results.
- Prepare final memorandum based on one round of comments from Town staff.

Task 3 – Load Reduction Analysis

This task will include establishment of a nitrogen load reduction targets for the Town to use in the development of the Nitrogen Control Plan. WP and HW will evaluate watershed wide targets established by NHDES as well as a financial target to determine the nitrogen load reduction that could be achieved through an annual investment. The efforts of this task will be closely tied to Tasks 2 (Baseline Loads) and 4 (Nitrogen Control Measures) to provide an annual load reduction from the range of annual investment financial targets. WP and HW will leverage their experience working with the Towns of Exeter, Durham and Rochester in the development of similar plans and meetings held with the regulatory agencies (EPA and NHDES) to guide the direction of this task. In the Lamprey River subwatershed, the Town of Newmarket contributes 21% of the nitrogen load and the current DES water quality target calls for 41% load reduction, so it is clear that Newmarket alone cannot achieve the current target. Our project team will work closely with the Town to negotiate reasonable load reduction targets with DES and EPA.

WP will:

- Review relevant water quality based load reduction targets and mitigating factors for the Lamprey River Watershed in the following documents:
 - Analysis of Nitrogen Load Reductions (NHDES, 2010)
 - Joint Report of Peer Review for Numeric Nutrient Criteria for the Great Bay Estuary (Peer Review Panel, 2009)
- Work with the Town to establish a range of annual financial investment targets over the next five years.
- Reference the Town's baseline and current nitrogen loads in comparison to the DES load reduction targets and in comparison to reductions in other communities.
- Prepare a memorandum summarizing the water quality based load reduction targets and financial investment targets.
- Participate in one meeting with the Town to prepare for a regulatory meeting with EPA and NHDES and present the memorandum.
- Participate in one meeting with the Town, EPA Region 1 staff, and NHDES staff to discuss community based allocations for the Lamprey River Watershed and negotiate on the Town's behalf with DES and EPA to develop reasonable load reduction targets for the Town for the initial 5-year implementation period, which will be used to inform the nitrogen reduction control measures selected in Task 4.
- Participate in one meeting with the Town to debrief on the regulatory meeting with EPA.

- Revise the memorandum based on comments from EPA, NHDES and the Town.

HW will:

- Compare the water quality based load reduction targets from the document review to the Lamprey River Watershed baseline load and the Town's baseline load contribution to determine the amount of load reduction that would be required for the Town to meet these watershed targets.
- Estimate the expected reductions in watershed load from other regulated communities.
- Provide a justification for the Town's level of nitrogen control measure implementation based on discussions with the Town.
- Participate in one meeting with the Town to prepare for a regulatory meeting with EPA and NHDES and present the memorandum.
- Prepare a memorandum which discusses the watershed and Town baseline load contributions (Task 2) compared to the level of load reduction necessary to meet the water quality based load reduction targets for the watershed. Compare the expected load reduction associated with the range of annual investment financial targets (Task 4) and compare it the water quality based load reduction targets for the watershed.
- Participate in one meeting with the Town, EPA Region 1 staff, and NHDES staff to discuss community based allocations for the Lamprey River Watershed and negotiate on the Town's behalf with DES and EPA to develop reasonable load reduction targets for the Town for the initial 5-year implementation period, which will be used to inform the nitrogen reduction control measures selected in Task 4.
- Participate in one meeting with the Town to debrief on the regulatory meeting with EPA.
- Revise the memorandum based on comments from EPA, NHDES and the Town.

Task 4 – Nitrogen Control Measures

Once a load reduction target has been established under Task 3, our Team will identify a range of nonstructural and structural nitrogen control measures or best management practices (BMPs) suitable for removing nitrogen from stormwater sources (i.e., pet waste management, street sweeping, septic system retrofits, stormwater treatment facilities) and the WWTF. These measures will be compiled into up to three composite scenarios to quantify load reduction and total investment to achieve the load reduction targets, through implementation of point and non-point source reductions. Ultimately, the decisions on how best to remove nitrogen from the watershed come down to costs – what is the most cost effective way to achieve water quality goals. As such, in addition to developing the costs associated with NPS nitrogen removal, it is critical that the Town know the costs associated with further nitrogen removal at the WWTF. As the design engineers of the WWTF, we feel we are by far the best situated to assist the Town with further optimization at the WWTF (to see what can be achieved with minimal additional capital investment) and also to develop costs for capital investments and technical approaches to achieve lower effluent TN levels at the WWTF.

WP will focus on nitrogen control measures aimed at reducing point source load from the WWTF to the Lamprey River:

- We will develop field testing protocols for sampling/lab testing, and other process monitoring data that will be implemented by the WWTF staff.

- We evaluate treatment process modifications and shortlist the most promising options that can then be trialed at the WWTF. A sampling of process changes that may be considered include: addition of supplemental carbon, optimization of the internal recycle rate, dissolved oxygen levels, in addition to other optimization concepts.
- We will also review and adapt as necessary our previous capital and O&M cost estimates developed for a tertiary treatment process upgrade to achieve the current permit limit of 3 mg/l. We will comment on the cost/benefits of this approach in consideration of what is determined to be the actual nitrogen treatment efficiency of the existing WWTF.
- Prepare a draft memorandum describing the methodology and results for the nitrogen control measures task, and the estimated long-term nitrogen treatment level that can be achieved at the WWTF as currently configured, and refined capital costs for further levels of treatment for comparison to NPS nitrogen removal measures.
- Prepare for and participate in a meeting with the Town to discuss the draft memorandum.
- Prepare a final memorandum based one round of revisions and comments from the Town.

HW will focus on non-structural and structure nitrogen control measures aimed at reducing non-point source load from the Town to the Lamprey River:

- Establish a list of potential structural (i.e., septic system upgrades, sewer extension and stormwater BMPs) nitrogen control measures the Town could implement
- Establish a list of potential non-structural (i.e., ordinances, pet waste management, street sweeping, lawn fertilizer program) nitrogen control measures the Town could implement
- Quantify the nitrogen load removal from each nitrogen control measure, structural and non-structural.
- Estimate the cost to implement each of the nitrogen control measures
- Prepare for and participate in a meeting with the Town to discuss the list of potential nitrogen control measures
- Rank and prioritize the nitrogen control measures based on feasibility for implementation and Town input
- Estimate the extent of implementation within the Town for non-structural measures
- Develop a list of up to five (5) qualified parcels within the Town for implementation of structural control measures based on soil type, land use, impervious cover, parcel ownership, visibility, and topography.
- Prepare for and participate in a meeting with the Town to review the list of qualified parcels for retrofit within the Town
- Rank the 5 qualified parcels for implementation based on feedback from the Town
- Using the load reduction target established under Task 3, identify specific projects which could be implemented by the Town in the first 5 years of the plan
- Conduct site visits to the 5 qualified parcels identified to collect site photographs of each of the projects and identify any site constraints which might impact cost or potential to retrofit. For each specific project, develop project fact sheets and planning-level cost estimates for retrofitting each of the specific sites. Project fact sheets will include the following information:
 - A site summary that describes the current conditions and stormwater drainage patterns,
 - A description of the proposed BMP retrofit;
 - Estimated costs including construction costs, technical services and contingency;
 - Load reductions predicted for the proposed BMP retrofit;
 - Typical annual operation and maintenance costs for the proposed BMP; and

- Recommended priority for the retrofit site.
- Prepare a draft memorandum describing the methodology and results for the nitrogen control measures task.
- Prepare for and participate in a meeting with the Town to discuss the draft memorandum.
- Prepare a final memorandum based one round of revisions and comments from the Town.

Task 5 – Implementation of Plan and Implementation Schedule

To meet the requirements for the Nitrogen Control Plan as outlined in the AOC, WP and HW will develop a 5-year implementation plan and schedule. The plan will also include next steps for the Town in preparation of the Engineering Evaluation to meet AOC requirements and a preliminary outline of potential load allocation reductions for other communities within the watershed.

WP will:

- Develop suggested timeline, cost and process to implement point source nitrogen control measures as identified in Task 4.
- Outline next steps for implementation of point source nitrogen control measures beyond 5-years including elements to consider in the Engineering Evaluation.
- Preliminary outline of potential load allocation strategies that could be undertaken by other communities within the Watershed.
- Assist in the development of an adaptive management plan for the Town that will be used to assist the Town is measuring success and/or shortcomings to meet the goals of the plan once implementation has begun. The adaptive management plan will also be a critical piece to the Engineering Evaluation.
- Develop prioritized recommended plan or point and non-point source nitrogen load reduction projects that will maximize the financial and environmental effectiveness of the program.
- Prepare a draft implementation plan and schedule.
- Prepare for and participate in a meeting with the Town to discuss the draft implementation plan and schedule.
- Prepare a final implementation plan and schedule based on one round of revisions and comments from the Town.

HW will:

- Develop suggested timeline, cost and process to implement non-point source nitrogen control measures as identified in Task 4.
- Outline next steps for implementation of non-point source nitrogen control measures beyond 5-years including elements to consider in the Engineering Evaluation.
- Assist in the development of an adaptive management plan for the Town that will be used to assist the Town is measuring success and/or shortcomings to meet the goals of the plan once implementation has begun. This will include development of guidance on existing tracking and accounting tools developed by the Town and PTAPP to assist in documenting compliance. The adaptive management plan will also be a critical piece to the Engineering Evaluation.
- Coordinate with NHDES and EPA to discuss and evaluate other tracking and accounting tools the Town may use.
- Prepare a draft implementation plan and schedule.

- Prepare for and participate in a meet with the Town to discuss the draft implementation plan and schedule.
- Prepare a final implementation plan and schedule based on one round of revisions and comments from the Town.

Task 6 – Financial Capability Analysis

- This Task to be completed by Town -

Task 7 – Final Report

A written Nitrogen Control Plan will be prepared which summarizes the evaluations and results of the project. The report will present the findings of the final Nitrogen Control Plan to the Town, EPA and NHDES and discuss next steps for implementation of the plan, as well as steps for the Town to take in preparing for development of the Engineering Evaluation.

WP will:

- Prepare and submit a Draft Report (10 paper copies and one electronic pdf copy).
- Prepare for and participate in one review meeting with the Town to discuss the report and receive comments.
- Address the Town's comments and submit a draft Final Report for distribution within Town as well as to EPA and NHDES for review and comment (10 copies and one electronic pdf copy).
- Prepare for and participate in one meeting with NHDES, EPA and the Town to review comments.
- Address EPA and NHDES comments and submit a Final Report to EPA and NHDES.
- Prepare for and Present final report to the Town Council

HW will:

- Prepare the Draft Report.
- Prepare for and participate in one review meeting with the Town to discuss the report and receive comments.
- Address the Town's comments and submit a draft Final Report for distribution within Town as well as to EPA and NHDES for review and comment.
- Prepare for and participate in one meeting with NHDES, EPA and the Town to review comments.
- Address EPA and NHDES comments and submit a Final Report to EPA and NHDES.
- Prepare for and Present final report to the Town Council

Task 8 – Regulatory Coordination

WP and HW have not included any budget under this task in our proposal as the regulatory coordination that is necessary for development of the Nitrogen Control Plan to meet the Town's AOC requirements is

included under Tasks 2, 5, 6 and 7 above. Additional regulatory coordination beyond the proposed scope of work has not been included, but upon request from the Town can be included.

Task 9 – Regional Coordination

- This Task is not required at this time -

Task 10 – Lamprey River Water Quality Sampling Program

The Lamprey River Water Quality Sampling Program is necessary to support the Engineering Evaluation, which will impact the future WWTF total nitrogen discharge limit. However, the AOC specifies only the general monitoring requirements. The specific sampling and testing protocols are not defined. Therefore, it is crucial to develop the appropriate monitoring program in cooperation with DES and EPA in advance of actually implementing the program. It is anticipated that the monitoring program will run for at least 5 years and likely longer in order to provide a basis for the Adaptive Management negotiations. The cost of a program of this duration would be substantial. Therefore, we must maximize the use of all available historic and ongoing data collection efforts. The Town of Newmarket cannot afford to duplicate collection of data that is already available through other sources. For these reasons, we do not feel it is currently possible to accurately determine a specific monitoring program that is right for the Town of Newmarket. Our proposed scope is intended to mine many different sources for historic data and ongoing further data collection that can be overlain with new monitoring efforts through this project, followed by coordination with DES and EPA to develop the monitoring protocol. **The goal of program is to assemble the project team and develop a sampling and testing protocol that will meet the requirements of the EPA and NHDES.** To develop the program without extensive input from the regulators puts the program at considerable risk of not being seen as valid for use in the future report.

Data Collection and Review

The Great Bay watershed and Lamprey River has been studied by many different entities. To understand what pertinent data has been collected in the Lamprey River Watershed and Great Bay watershed that may be useful to the Town, **WP will:**

- Prepare for and participate in an initial meeting with the Town to discuss the Town's water quality monitoring interests.
- Coordinate with, obtain and review the available studies and water quality monitoring data pertinent to the Town's water quality monitoring interests, which will include reaching out to the following entities, at a minimum:
 - EPA Region 1
 - NHDES
 - University of New Hampshire (UNH) Water Resource Research Center (WRRC)
 - UNH School of Marine Science and Ocean Engineering Jackson Estuarine Laboratory, including Steve Jones
 - Lamprey River Advisory Committee (LRAC)
 - Lamprey River Watershed Association (LRWA)
 - Piscataqua Region Estuaries Partnership (PREP)

- Southeast Watershed Alliance (SWA)
 - Great Bay Coalition
 - UNH's College of Life Science and Agriculture (COLSA)
 - Seacoast Stormwater Coalition
- Obtain and review available data collected by Town staff including but not limited to, the following:
 - WWTF operational data (Monthly Operations Reports) for the past three years
 - Other WWTF operational data pertinent to nitrogen loadings to the Lamprey River
 - AOC mandated annual Total Nitrogen Control Plan Progress Reports (2013-2016)
 - Non-Point Source and Stormwater Point Source tracking and accounting efforts
 - Other Town-commissioned or town-assisted data collection efforts towards improving Lamprey River and/or Great Bay water quality
- Compile a list and associated map of the current sampling locations, frequency of sampling, data being collected, parameters analyzed, parties responsible for sampling and costs to implement the sampling collection programs.
- Prepare a draft memorandum which summarizes the baseline conditions and historical trends in the Lamprey River and Great Bay watershed, if available. The memorandum will also summarize which sampling locations and associated sampling entities may be of assistance to the Town in collection of sampling data to prepare the Town of development of the Engineering Evaluation.
- Prepare for and participate in a meeting with the Town to discuss the memorandum.
- Prepare a final memorandum based on one round of revisions and comments from the Town.

HW will:

- Prepare for and participate in an initial meeting with the Town to discuss the Town's water quality monitoring interests.
- Assist WP in coordinating with the following entities to obtain available studies and water quality monitoring data pertinent to the Town's water quality monitoring interests:
 - EPA Region 1
 - NHDES
 - University of New Hampshire (UNH) Water Resource Research Center (WRRC)
 - UNH School of Marine Science and Ocean Engineering Jackson Estuarine Laboratory, including Steve Jones
 - Lamprey River Advisory Committee (LRAC)
 - Lamprey River Watershed Association (LRWA)
 - Piscataqua Region Estuaries Partnership (PREP)
 - Southeast Watershed Alliance (SWA)
 - Great Bay Coalition
 - UNH's College of Life Science and Agriculture (COLSA)
 - Seacoast Stormwater Coalition
- Assist WP in the preparation of a draft memorandum which summarizes the baseline conditions and historical trends in the Lamprey River and Great Bay watershed, if available. The memorandum will also summarize which sampling locations and associated sampling entities may be of assistance to the Town in collection of sampling data to prepare the Town of development of the Engineering Evaluation.
- Prepare for and participate in a meeting with the Town to discuss the memorandum.

Meeting with Project Partners and Stakeholders

WP and HW will coordinate a meeting with Project Partners whom have been identified as entities which may provide support to the Town in development and implementation of their Water Quality Monitoring Program. We will solicit info on future efforts these entities are planning for additional data collection that we can incorporate into the Town's monitoring program. We will discuss current sampling locations and frequencies in order to better understand what is likely to be required by DES and EPA in support of the Engineering Evaluation. Our ultimate goal will be to leverage existing and ongoing monitoring efforts by others to the greatest extent possible into the Newmarket Monitoring program. We will summarize the findings of this meeting in a memorandum to the Town.

Develop Water Quality Monitoring Program

Based on the results of the previous tasks, **WP will:**

- Develop a detailed Water Quality Monitoring Plan which will include:
 - Sampling and testing protocol, sampling locations, discrete or continuous sampling type, and frequency.
 - Contain a list of all other historic and ongoing data that would be obtained and included in the Newmarket monitoring program.
 - Party(ies) responsible to collect this data.
 - Quality Assurance Project Plan (QAPP) which meets EPA requirements.
 - Estimate the program costs on an annual basis so that the Town of Newmarket is able to include these costs in the Town budget, or submit funding requests to outside agencies.
- Prepare for and participate in one meeting with the Town to review the draft Water Quality Monitoring Plan.
- Revise the draft plan to address the Town's comments.
- Submit the Final Water Quality Monitoring Plan to EPA and NHDES for review and comments.
- Prepare for and participate in one meeting with NHDES and EPA to review the final plan and make revisions as appropriate.
- Final Water Quality Monitoring Plan will be submitted to the NHDES and EPA.

HW will:

- Provide input on the develop a detailed Water Quality Monitoring Plan including selection of sampling locations, sampling and testing protocol, sample type and frequency.
- Prepare for and participate in one meeting with the Town to review the draft Water Quality Monitoring Plan.
- Prepare for and participate in one meeting with NHDES and EPA to review the final plan and make revisions as appropriate.

As noted initially, it is not currently possible to determine the specifics of the monitoring plan, nor the cost. After completion and approval of the plan, we will assist the Town to implement the plan and evaluate the data.

CLOSING

Thank you for your continued consideration of Wright-Pierce and for the opportunity to provide additional information to demonstrate our deep understanding and extensive experience with this type of project. As mentioned previously, if our budget varies from others, it is because we have envisioned a different scope. We feel we have the experience the Town needs for this project – experience we would leverage for the Town's benefit. We are willing to adjust the scope and budget to meet the Town's needs, expectations, and budget constraints. Please don't hesitate to contact us for any additional information or if you'd like to meet to further discuss the project and our approach to it.

Sincerely,

WRIGHT-PIERCE



Neil Cheseldine, PE

Project Manager

Neil.Cheseldine@wright-pierce.com

(207) 798-3724

Horsley Whitten



Renee L. Bourdeau, PE

Project Manager

RBourdeau@horsleywhitten.com

(603) 658-1660

WRIGHT-PIERCE



Timothy R. Vadney, PE

Regional Group Leader

Tim.Vadney@wright-pierce.com

(207) 712-7145 (cell)

Attachments: Scope Additional Detail Table



TOWN OF NEWMARKET, NEW HAMPSHIRE
By the Newmarket Town Council

Resolution 2017/18 - 20

Approval of Collective Bargaining Agreement between the Town of Newmarket and New England Police Benevolent Association Local 215

WHEREAS: Town has come to a tentative agreement with the New England Police Benevolent Association Local 215, which represents the Police Employees; and

WHEREAS: The agreement covers the time period of July 1, 2018 through June 30, 2023.

NOW, THEREFORE, BE IT RESOLVED BY THE NEWMARKET TOWN COUNCIL THAT:

That the Town Council approves the tentative agreement effective July 1, 2018, and places the following article on the Town Warrant for the March 2018 Town Meeting:

To see if the Town will vote to approve the cost items included in the collective bargaining agreement reached between the Town of Newmarket and the New England Police Benevolent Association Local 215, which represents the Police Employees, which calls for the following increases in salaries and benefits at the current staffing level:

<u>Year</u>	<u>Estimated Salary and Salary Driven Benefits Increase</u>
FY2019	\$ 98,003
FY2020	\$ 98,003
FY2021	\$ 34,562
FY2022	\$ 35,599
FY2023	\$ 36,667

and further to raise and appropriate the sum of ninety eight thousand three dollars (\$98,003) for the current fiscal year, such sum representing the additional costs attributable to the increase in salaries and benefits required by the new agreement over those that would be paid at current staffing levels. *If passed, it is estimated that this article will amount to \$0.13 of the tax rate.*

First Reading: *December 6, 2017*

Second Reading: *December 6, 2017*

Approval:

Approved: _____
Dale Pike, Chair Newmarket Town Council

A True Copy Attest: _____
Terri Littlefield, Town Clerk



TOWN HALL
186 MAIN STREET
NEWMARKET, NH 03857

TEL: (603) 659-3617
FAX: (603) 659-8508

FOUNDED DECEMBER 15, 1727
CHARTERED JANUARY 1, 1991

TOWN OF NEWMARKET, NEW HAMPSHIRE

STAFF REPORT

DATE: November 28, 2017

TITLE: **Resolution #2017/2018-20** - Approval of Collective Bargaining Agreement between the Town of Newmarket and New England Police Benevolent Association Local 215

PREPARED BY: Steve Fournier, Town Administrator

TOWN ADMINISTRATOR'S COMMENTS – RECOMMENDATION:

I recommend passage of this resolution.

BACKGROUND: The Town and the NEPBA Local 215 began negotiations earlier this fall and came to the following tentative agreement.

DISCUSSION: The Town and the NEPBA have reached a 5 year agreement, beginning in FY2018 through FY2023.

The first two years, we will provide a flat \$2.50 increase to all employees covered by the agreement. The last three years will see a 3% increase in their salaries.

If approved, it will require the recommendation of the Budget Committee and will be placed on the ballot.

FISCAL IMPACT: The following is the financial impact:

<u>Year</u>	<u>Estimated Salary and Salary Driven Benefits Increase</u>
FY2019	\$ 98,003
FY2020	\$ 98,003
FY2021	\$ 34,562
FY2022	\$ 35,599
FY2023	\$ 36,667

RECOMMENDATION: I recommend passage of this resolution.

ATTACH ALL PERTINENT DOCUMENTS TO SUPPORT THE REQUEST.



TOWN OF NEWMARKET, NEW HAMPSHIRE
By the Newmarket Town Council

Resolution 2017/2018 - 21

Authorizing the Town Administrator enter into a contract with Patriot Mechanical to repairs to Town Hall Heating System and Fresh Air intake Intakes:

WHEREAS: it has been determined that Town Hall requires heating system repairs to deal with several header leaks, anti-freeze addition (glycol), and fresh air intake screen replacement to help ensure proper operation for the heating season 2017/2018, and

WHEREAS: the Director of Facilities requested proposals based on site visits, scope review, and identified needs, and

WHEREAS: The Town received three proposals, and

Thermo Dynamics Incorporated	\$5,293.00
Siemens Industry Incorporated	\$9,557.83
Patriot Mechanical Incorporated	\$4,970.00

WHEREAS: the Town Administrator recommends that the Town enters into an agreement with Patriot Mechanical Incorporated,

NOW, THEREFORE, BE IT RESOLVED BY THE NEWMARKET TOWN COUNCIL THAT:

The Town Council authorizes the Town Administrator to enter into an agreement with Patriot Mechanical Incorporated to make heating system repairs to Town Hall in the amount of \$4,970.00 utilizing funds from the Capital Reserve Building Improvement account. Current account balance \$139,978.00

First Reading: December 6, 2017

Second Reading:

Approval:

Approved: _____
 Dale Pike, Chair Town Council

A True Copy Attest: _____
 Terri Littlefield, Town Clerk



Town Hall
186 Main Street
Newmarket, NH 03857

Tel: (603) 659-3617
Fax: (603) 659-8908

Founded December 15, 1727
Chartered January 1, 1991

TOWN OF NEWMARKET, NEW HAMPSHIRE

STAFF REPORT

DATE: November 20, 2017

TITLE: Town Hall Heating system Repairs **Resolution #2017/2018-21**

PREPARED BY: Greg Marles, Director of Facilities

TOWN ADMINISTRATOR'S COMMENTS – RECOMMENDATION:

I recommend passage of this resolution.

BACKGROUND: The heating system at Town Hall has several leaks at the main header causing a loss of antifreeze (glycol) with the loss of operating pressure being made up by an automatic water feed valve. With water being added to the heating loop we have decreased our freeze protection levels to only 10 degrees risking the system to exposure to freezing. The leaks are from 2 ½ inch copper fittings, 2 inch copper fittings and a few smaller ¾ inch copper fittings.

DISCUSSION: Given the need to protect the Town Hall from freezing the heating lines running in unconditioned spaces/areas; the leak repairs and antifreeze protection level increases become necessary to protect the Town Hall from a heating failure due to low ambient conditions.

FISCAL IMPACT: We have received three (3) heating system repair proposals:

Thermo Dynamics Incorporated	\$5,293.00
Siemens Industry Incorporated	\$9,557.83
Patriot Mechanical Incorporated	\$4,970.00

RECOMMENDATION: We recommend engaging with a contract with Patriot Mechanical Incorporated in the amount of \$4,970.00 utilizing Capital Reserve Building Improvement funds with a current balance of \$138,978.00.

ATTACH ALL PERTINENT DOCUMENTS TO SUPPORT THE REQUEST.

PROPOSAL WORKSHEET

Date: 10-26-17

Location: Town Hall

Work requested: Boiler Leak Repairs, Fresh Air Repairs, AND ANTI Freeze Addition

Proposals

Company: THERMO DYNAMICS INC

Contact: FRANK FORTUNATO

Phone: 207-439-5049

Verbal: _____

Fax: _____

Date: _____

Amount: \$5,293. —

Company: SIEMENS

Contact: Darryl Joudrey

Phone: 883-8500

Verbal: _____

Fax: _____

Date: _____

Amount: \$9,557.83

Company: PATRIOT Mechanical

Contact: BILL BAILEY

Phone: 207-839-9500

Verbal: _____

Fax: _____

Date: _____

Amount: \$4,970. —

Patriot Mechanical, LLC
P.O. Box 7544
Portland, ME 04112-7544
(207) 839-9500
patriotmechanicalmaine.com

ESTIMATE

ADDRESS

Newmarket, Town of
186 Main Street
Newmarket, NH 03857

ESTIMATE # 160651

DATE 11/17/2017

JOB LOCATION

Town Hall

ACTIVITY	QTY	RATE	AMOUNT
----------	-----	------	--------

Estimate Includes: Drain section of pipe to be repaired, remove and dispose of defective joints, supply & install ProPress couplings, 90° and tees on 2 1/2" & 3/4" copper line, refill drained piping and check for leaks, remove & dispose of some of the existing +10 propylene glycol, add up to 55 gallons of -100 propylene glycol, purge air from system, start-up and test for proper operations

Labor & Materials:

4,970.00

4,970.00

Customer signature attests to agree to the terms set forth in this estimate, and accepts financial responsibility for payment of invoices in accordance with our terms of net 30 days. A finance charge of 1 1/2% per month (annual percentage rate of 18%) will be charged on all amounts due and unpaid 30 days from invoice date. Patriot Mechanical shall be entitled to recover from the customer all costs incurred, including reasonable attorney fees, for the collection of any amounts due.

TOTAL

\$4,970.00

*INCLUDES Fresh AIR Repair Per
Bill to 11/20/17 E-mail*

Accepted By

Accepted Date

THERMO DYNAMICS INCORPORATED

"New England's #1 Chiller Service Group."

43 Harold L. Dow Highway - Route 236
P.O. Box 608
Eliot, ME 03903-0608

Phone: 207 439 5049
800 676 9979
Fax: 207 439 5063

Town of Newmarket
Mr. Greg Marles
4 Young Lane
Newmarket, NH 03857

September 7th, 2017

Dear Mr. Marles,

During our recent service to the Town Hall the technician noted that two screens for the fresh air intake louvers need to be replaced due to corrosion and holes in the screens. We recommend replacing the screens as follows;

- Remove and dispose of two damaged screens
- Supply and install two new screens

Price: \$885.00

If you have any questions regarding this proposal, please do not hesitate to contact our office at any time.

Sincerely,



Frank Fortunato
President
Thermo Dynamics Inc.

FF/jlf

H.V.A.C. Service - Sales - Installation - Parts • Veteran Owned Small Business
Industrial • Commercial • Refrigerant Recovery • Centrifugal • Absorption • Reciprocating • Helical Rotary
Servicing All Major Brands
Trane • Carrier • York • McQuay • Dunham Bush • Daikin

THERMO DYNAMICS INCORPORATED

"New England's #1 Chiller Service Group."

43 Harold L. Dow Highway - Route 236
P.O. Box 608
Elliot, ME 03903-0608

Phone: 207 439 5049
800 676 9979
Fax: 207 439 5063

Town of Newmarket
Mr. Greg Marles
186 Main Street
Newmarket, NH 03857

October 13th, 2017

Dear Mr. Marles,

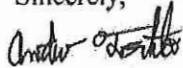
During a recent service call at the Town Hall the technician found several joints weeping and corroded on the return and supply line for the boiler. We recommend replacing these joints as follows;

- Drain section of pipe to be repaired
- Remove defective joints and dispose
- Supply and install ProPress couplings, 90° and tees on 2-1/2" and 3/4" copper line
- Refill drained piping and check for leaks
- Start up and test for correct operations

Price: \$2,150.00

If you have any questions regarding this proposal, please do not hesitate to contact our office at any time.

Sincerely,



Andrew Fortunato
Project Manager
Thermo Dynamics

AF/jlf

H.V.A.C. Service - Sales - Installation - Parts • Veteran Owned Small Business
Industrial • Commercial • Refrigerant Recovery • Centrifugal • Absorption • Reciprocating • Helical Rotary
Servicing All Major Brands
Trane • Carrier • York • McQuay • Dunham Bush • Daikin

THERMO DYNAMICS INCORPORATED

"New England's #1 Chiller Service Group."

43 Harold L. Dow Highway - Route 236
P.O. Box 608
Elliot, ME 03903-0608

Phone: 207 439 5049
800 676 9979
Fax: 207 439 5063

Town of Newmarket
Mr. Greg Marles
4 Young Lane
Newmarket, NH 03857

October 16th, 2017

Dear Mr. Marles,

During our most recent service at the Town Hall the technician noted that the anti-freeze is only at a +10°F for freeze protection. We recommend draining some of the existing anti-freeze and adding -100 anti-freeze to lower the freeze protection to -15°F or -20°F. We propose the following;

- Remove some of the existing +10 propylene glycol and dispose
- Add up to 55 gallons of -100 propylene glycol
- Purge air from system

Price: \$2,250.00

Please note:

- We will only charge you based on how much glycol is used.

If you have any questions regarding this proposal, please do not hesitate to contact our office at any time.

Sincerely,



Andrew Fortunato
Project Manager
Thermo Dynamics Inc.

AF/jlf

H.V.A.C. Service • Sales • Installation • Parts • Veteran Owned Small Business
Industrial • Commercial • Refrigerant Recovery • Centrifugal • Absorption • Reciprocating • Helical Rotary
Servicing All Major Brands
Trane • Carrier • York • McQuay • Dunham Bush • Daikin

SIEMENS

PROPOSAL

Newmarket Town Office
Attn: Greg Marles
186 Main Street
Newmarket, NH 03857

Date: October 24, 2017
Limiting Date: 90 Days

Project: Repair Leaks on the boiler and install new fittings.

Proposal: Siemens Industry, Inc. agrees to provide labor and material per attached scope of work. See the following page for details.

Project Cost: \$4,937.27

** Financing is available upon request

The Terms and Conditions of Sale shown on the attached are a part hereof

Terms of Payment:

☒ 25 % in advance

☒ 100 % upon completion

☐ No Retainage

☒ Invoices due Net 30 Days

*Proposal Accepted:
Siemens Industry, Inc.
Is authorized to proceed with the work as proposed*

*Proposal Submitted:
Siemens Industry, Inc.*

Purchaser _____

Seller Siemens Industry, Inc

By _____

By Darryl Joudrey

Title _____

Title Sales Account Manager

Date _____

Date 10/25/2017

SIEMENS

PROPOSAL

Newmarket Town Office
Attn: Greg Marles
186 Main Street
Newmarket, NH 03857

Date: October 24, 2017
Limiting Date: 90 Days

Project: Glycol recharge ad disposal

Proposal: Siemens Industry, Inc. agrees to provide labor and material per attached scope of work. See the following page for details.

Project Cost: \$4,620.56

** Financing is available upon request

The Terms and Conditions of Sale shown on the attached are a part hereof

Terms of Payment:

☒ 25 % in advance

☒ 100 % upon completion

☐ No Retainage

☒ Invoices due Net 30 Days

*Proposal Accepted:
Siemens Industry, Inc.
Is authorized to proceed with the work as proposed*

*Proposal Submitted:
Siemens Industry, Inc.*

Purchaser _____

Seller Siemens Industry, Inc

By _____

By Darryl Joudrey

Title _____

Title Sales Account Manager

Date _____

Date 10/25/2017

CHARTERED JANUARY 1, 1991

FOUNDED DECEMBER 15, 1727



TOWN OF NEWMARKET, NEW HAMPSHIRE
By the Newmarket Town Council

Resolution #2017/2018-22

**An Engineering Contract for Construction Administration and Oversight for the
Wastewater Treatment Plant Improvements Construction Project**

WHEREAS, the Town has entered into an Administrative Order (AOC) on Consent so that its Wastewater Treatment Plant can meet its new Total Nitrogen Discharge Permit Limit; and

WHEREAS, the Town hired Wright-Pierce to perform Construction Administration and Oversight for the Wastewater Treatment Plant Improvements Project; and

WHEREAS, the project has project time has been extended to add additional work, and

WHEREAS, the Wright-Pierce Construction Administration and Oversight Contract funds are exhausted and did not include the extended project time and additional work.

NOW, THEREFORE BE IT RESOLVED, that The Newmarket Town Council does hereby approve the Town Administrator to sign a contract with Wright-Pierce for engineering services to perform Construction Administration and Oversight for the Wastewater Treatment Plant Improvements Project for the sum of \$70,000.

First Reading: December 6, 2017

Second Reading:

Approval:

Approved: _____
Dale Pike, Chair Newmarket Town Council

A True Copy Attest: _____
Terri Littlefield, Town Clerk



TOWN HALL
186 MAIN STREET
NEWMARKET, NH 03857

TEL: (603) 659-3617
FAX: (603) 659-8508

FOUNDED DECEMBER 15, 1727
CHARTERED JANUARY 1, 1991

TOWN OF NEWMARKET, NEW HAMPSHIRE

STAFF REPORT

DATE: November 28, 2017

TITLE: Pump Station Improvements Resolution #2017/2018-22

PREPARED BY: Sean T. Greig

TOWN ADMINISTRATOR'S COMMENTS – RECOMMENDATION:

I recommend passage of this resolution.

BACKGROUND: The Town of Newmarket followed the NHDES required procurement processes to select Wright-Pierce to design and to provide the construction administration oversight for the wastewater treatment plant improvements. The Town applied for a \$14.1M funding package to make improvements to its wastewater treatment facility so it could meet the new total nitrogen limits. The Town received a funding package which combined funds from New Hampshire Department of Environmental Services Department (NHDES) and Rural Development (RD). The NHDES offered principal forgiveness of 12.5% up to the total loan value or \$14.1 million, or up to \$1.76M. The Town must spend the entire \$14.1M to realize this full principal forgiveness opportunity. In addition, RD awarded the Town a \$1.96M grant. It is important that the Town maximizes the total \$14.1M total loan value to fully maximize the principal forgiveness(\$1.76M) and grant (\$1.96M) opportunities. The Wastewater Treatment Plant has additional needs that need to be completed including: replacing old equipment, repairing and replacing roofs, tank modifications, and construction a pad for the Vac-truck to empty its sewer main cleanings. It is important that the Town make-use of these grant opportunities on these current needs.

The Town put the Wastewater Project out to bid in 2015. The bid package was sent out with the main project and six bid alternates. The project was bid this way because we were worried that \$14.1M project budget would not be enough to accommodate all the work included in the design. Fortunately, the construction bids were very favorable and we were able to immediately add in all of the Bid Alternates to the project except for the ALT A - Primary Clarifier Mechanisms.

ALT A – Primary Clarifier Mechanisms
ALT B – Sludge Dewatering Equipment
ALT C - Lower Lift Pump Station
ALT D - Plant Water Package System
ALT E - Existing Flume Modifications/New Flume
ALT F - Creighton Street Mechanical Screen

As part of the construction administration process, the Town granted the general contractor more time due to project scope additions, change orders, and to allow the Town to complete some work on their own to save

project costs. The additional contractor time extension went beyond the contract Engineers original expected contract time. In addition, the Town and Wright-Pierce found ways within the project to do things that would cost less and save the Town money. The result of these cost savings measures was that Bid Alternative A – Primary Clarifier Mechanisms were added back into the project. However, because this work was deferred, the work for the Primary Clarifier cannot be completed until Spring 2018. In addition to adding the Primary Clarifiers back into the project, the Town was able to add in other items not originally included in the project such as: replacement of the dewatering building roof, replacement of chemical tanks, and other equipment replacement.

At the beginning of the project, the Town entered into an agreement with Wright-Pierce to perform construction administration and oversight. The contract was based on a May 31, 2017 project completion date. The Town was able to cut back the resident engineer's inspection time towards the end of the project so Wright-Pierce was able to continue work past the May 31, 2017 completion date. In addition, Wright-Pierce completed additional design during construction for out of scope items including a new Grit Disposal Station, roof replacements, and HVAC upgrades. As a result, the Town has exhausted the funds in the Wright-Pierce contract in October 2017. The Town will need to have an Engineer to perform the construction administration and oversight for the Bid Alt. A – Primary Clarifier installation in Spring 2017, perform construction and administration and oversight for installation of the Grit Disposal Station, create project record drawings, and the project operation and maintenance manuals. Wright-Pierce will also be assisting the Town to obtain up to \$70,000 in energy grants from Eversource.

NHDES and RD have reviewed and approved the contract.

DISCUSSION: Should the Town enter into a 70,000 engineering contract with Wright-Pierce to complete the Wastewater Treatment Plant improvements project.

FISCAL IMPACT: The project will remain within budget.

RECOMMENDATION: I recommend the Town Council allow the Town Administrator to enter into a contract for \$70,000 with Wright-Pierce to complete the Wastewater Treatment Plant Project.

CHARTERED JANUARY 1, 1991

FOUNDED DECEMBER 15, 1727



TOWN OF NEWMARKET, NEW HAMPSHIRE
By the Newmarket Town Council

Resolution 2017/18 - 23
Approval of the Fiscal Year 2019 Default Budget

- WHEREAS:** in accordance with New Hampshire Revised Statutes Annotated 40:13, IX(b) the Town Council must approve a "Default Budget" in case the budget proposed by the Municipal Budget Committee fails at Town Meeting, and
- WHEREAS:** the "Default Budget" is determined by taking the previous year's approved operating budget, increasing it by any contractual obligations and reduced by any onetime expenditures, and
- WHEREAS:** the Town Administrator and Finance Director determined this amount to be \$11,632,790.

NOW, THEREFORE, BE IT RESOLVED BY THE NEWMARKET TOWN COUNCIL THAT:

the Default Budget in the amount of \$11,632,790 is adopted.

First Reading: December 6, 2017

Second Reading: December 6, 2017

Approval:

Approved: _____

Dale Pike, Chair Newmarket Town Council

A True Copy Attest: _____

Terri Littlefield, Town Clerk

Town of Newmarket
Fiscal Year 2019 Budget - Summary of All Funds

	2018	2019		DEFAULT	
	DRA	Town Council	DEFAULT	DIFFERENCE	DIFFERENCE
	Approved	Proposed	BUDGET	FROM FY19	FROM FY18
				PROPOSED	ADOPTED
General Fund:					
Town Council	19,200	20,750	20,750	-	1,550
Town Administrator	192,872	193,750	193,750	-	878
Finance Department	227,750	254,750	251,850	(2,900)	24,100
Human Resources	1,628,692	1,587,099	1,587,099	-	(41,593)
Town Clerk/Town Collector	168,528	189,800	189,800	-	21,272
Code enforcement	70,731	77,777	75,517	(2,260)	4,786
Welfare	35,580	31,080	33,080	2,000	(2,500)
Assessor	70,037	71,640	71,640	-	1,603
Legal	80,000	85,000	85,000	-	5,000
Planning	126,215	129,170	129,220	50	3,005
Conservation Commission	2,941	2,941	2,941	-	-
Economic Development	2,500	2,500	2,500	-	-
Debt Service	125,259	120,063	120,063	-	(5,196)
Information Technology	171,465	211,745	211,517	(228)	40,052
Police	1,338,426	1,340,280	1,335,530	(4,750)	(2,896)
PW Administration	434,282	458,611	459,136	525	24,854
Roadway and sidewalk	367,270	376,370	367,270	(9,100)	-
Street Lighting	49,000	50,000	49,000	(1,000)	-
Bridges	4,000	4,000	4,000	-	-
Buildings and grounds	545,965	666,980	591,980	(75,000)	46,015
Cemetery	38,132	36,800	36,800	-	(1,332)
Vehicles	194,000	189,000	183,000	(6,000)	(11,000)
Fire Rescue	376,958	391,683	372,991	(18,692)	(3,967)
Emergency Management	3,000	3,000	3,000	-	-
Grants	61,500	64,500	61,500	(3,000)	-
Social Services Grants	43,303	51,400	43,303	(8,097)	-
Capital Reserve	555,115	810,400	555,115	(255,285)	-
Recreation (GF Only)	203,351	201,519	199,519	(2,000)	(3,832)
Total General Fund	7,136,072	7,622,607	7,236,871	(385,737)	100,798
Special Revenue Funds:					
Library	316,955	315,184	315,184	0	(1,771)
Recreation (Revolving Fund Only)	279,115	305,772	281,567	(24,205)	2,452
Solid Waste	464,450	534,130	534,130	-	69,680
Total Special Revenue Funds	1,060,520	1,155,086	1,130,881	(24,205)	70,361
Enterprise Funds:					
Water	1,137,780	1,090,493	1,090,493	-	(47,287)
Waste Water	2,182,426	2,174,545	2,174,545	-	(7,881)
Total Enterprise Funds	3,320,206	3,265,038	3,265,038	-	(55,168)
Total expenditures	11,516,798	12,042,731	11,632,790	(409,941)	115,991



Newmarket

RSA 40:13, IX (b) "Default budget" as used in this subdivision means the amount of the same appropriations as contained in the operating budget authorized for the previous year, reduced and increased, as the case may be, by debt service, contracts, and other obligations previously incurred or mandated by law, and reduced by one-time expenditures contained in the operating budget. For the purposes of this paragraph, one-time expenditures shall be appropriations not likely to recur in the succeeding budget, as determined by the governing body, unless the provisions of RSA 40:14-b are adopted, of the local political subdivision.

**For Assistance Please Contact:
NH DRA Municipal and Property Division**

Phone: (603) 230-5090

Fax: (603) 230-5947

<http://www.revenue.nh.gov/mun-prop/>

The Default Budget has not been finalized in the Municipal Tax Rate Setting Portal. Until the Default Budget has been finalized, this document cannot be certified or signed by the governing body. This draft version is for review purposes only and not for official posting.



New Hampshire
Department of
Revenue Administration

**2018
Default Budget**

DRAFT

*The Default Budget has not been
finalized in the Tax Rate Setting Portal*

Account Code	Purpose of Appropriation	Prior Year Adopted Budget	Reductions or Increases	One-Time Appropriations	Default Budget
General Government					
0000-0000	Collective Bargaining	\$0	\$0	\$0	\$0
4130-4139	Executive	\$212,072	\$2,428	\$0	\$214,500
4140-4149	Election, Registration, and Vital Statistics	\$168,528	\$21,272	\$0	\$189,800
4150-4151	Financial Administration	\$227,750	\$24,100	\$0	\$251,850
4152	Revaluation of Property	\$70,037	\$1,603	\$0	\$71,640
4153	Legal Expense	\$80,000	\$5,000	\$0	\$85,000
4155-4159	Personnel Administration	\$1,519,419	(\$32,160)	\$0	\$1,487,259
4191-4193	Planning and Zoning	\$126,215	\$3,005	\$0	\$129,220
4194	General Government Buildings	\$545,965	\$46,015	\$0	\$591,980
4195	Cemeteries	\$38,132	(\$1,332)	\$0	\$36,800
4196	Insurance	\$109,273	(\$9,433)	\$0	\$99,840
4197	Advertising and Regional Association	\$0	\$0	\$0	\$0
4199	Other General Government	\$171,465	\$40,052	\$0	\$211,517
Public Safety					
4210-4214	Police	\$1,338,426	(\$2,896)	\$0	\$1,335,530
4215-4219	Ambulance	\$0	\$0	\$0	\$0
4220-4229	Fire	\$376,958	(\$3,967)	\$0	\$372,991
4240-4249	Building Inspection	\$70,731	\$4,786	\$0	\$75,517
4290-4298	Emergency Management	\$3,000	\$0	\$0	\$3,000
4299	Other (Including Communications)	\$0	\$0	\$0	\$0
Airport/Aviation Center					
4301-4309	Airport Operations	\$0	\$0	\$0	\$0
Highways and Streets					
4311	Administration	\$434,282	\$24,854	\$0	\$459,136
4312	Highways and Streets	\$367,270	\$0	\$0	\$367,270
4313	Bridges	\$4,000	\$0	\$0	\$4,000
4316	Street Lighting	\$49,000	\$0	\$0	\$49,000
4319	Other	\$194,000	(\$11,000)	\$0	\$183,000
Sanitation					
4321	Administration	\$464,450	\$69,680	\$0	\$534,130
4323	Solid Waste Collection	\$0	\$0	\$0	\$0
4324	Solid Waste Disposal	\$0	\$0	\$0	\$0
4325	Solid Waste Cleanup	\$0	\$0	\$0	\$0
4326-4329	Sewage Collection, Disposal and Other	\$0	\$0	\$0	\$0
Water Distribution and Treatment					
4331	Administration	\$0	\$0	\$0	\$0
4332	Water Services	\$0	\$0	\$0	\$0
4335-4339	Water Treatment, Conservation and Other	\$0	\$0	\$0	\$0
Electric					
4351-4352	Administration and Generation	\$0	\$0	\$0	\$0



Account Code	Purpose of Appropriation	Prior Year Adopted Budget	Reductions or Increases	One-Time Appropriations	Default Budget
4353	Purchase Costs	\$0	\$0	\$0	\$0
4354	Electric Equipment Maintenance	\$0	\$0	\$0	\$0
4359	Other Electric Costs	\$0	\$0	\$0	\$0
Health					
4411	Administration	\$0	\$0	\$0	\$0
4414	Pest Control	\$0	\$0	\$0	\$0
4415-4419	Health Agencies, Hospitals, and Other	\$0	\$0	\$0	\$0
Welfare					
4441-4442	Administration and Direct Assistance	\$35,580	(\$2,500)	\$0	\$33,080
4444	Intergovernmental Welfare Payments	\$43,303	\$0	\$0	\$43,303
4445-4449	Vendor Payments and Other	\$0	\$0	\$0	\$0
Culture and Recreation					
4520-4529	Parks and Recreation	\$482,466	(\$1,380)	\$0	\$481,086
4550-4559	Library	\$316,955	(\$1,771)	\$0	\$315,184
4583	Patriotic Purposes	\$2,000	\$0	\$0	\$2,000
4589	Other Culture and Recreation	\$59,500	\$0	\$0	\$59,500
Conservation and Development					
4611-4612	Administration and Purchasing of Natural Resources	\$2,941	\$0	\$0	\$2,941
4619	Other Conservation	\$0	\$0	\$0	\$0
4631-4632	Redevelopment and Housing	\$0	\$0	\$0	\$0
4651-4659	Economic Development	\$2,500	\$0	\$0	\$2,500
Debt Service					
4711	Long Term Bonds and Notes - Principal	\$100,000	\$0	\$0	\$100,000
4721	Long Term Bonds and Notes - Interest	\$25,259	(\$5,196)	\$0	\$20,063
4723	Tax Anticipation Notes - Interest	\$0	\$0	\$0	\$0
4790-4799	Other Debt Service	\$0	\$0	\$0	\$0
Capital Outlay					
4901	Land	\$0	\$0	\$0	\$0
4902	Machinery, Vehicles, and Equipment	\$0	\$0	\$0	\$0
4903	Buildings	\$0	\$0	\$0	\$0
4909	Improvements Other than Buildings	\$0	\$0	\$0	\$0
Operating Transfers Out					
4912	To Special Revenue Fund	\$0	\$0	\$0	\$0
4913	To Capital Projects Fund	\$0	\$0	\$0	\$0
4914A	To Proprietary Fund - Airport	\$0	\$0	\$0	\$0
4914E	To Proprietary Fund - Electric	\$0	\$0	\$0	\$0
4914O	To Proprietary Fund - Other	\$0	\$0	\$0	\$0
4914S	To Proprietary Fund - Sewer	\$2,182,426	(\$7,881)	\$0	\$2,174,545
4914W	To Proprietary Fund - Water	\$1,137,780	(\$47,287)	\$0	\$1,090,493
4915	To Capital Reserve Fund	\$555,115	\$0	\$0	\$555,115



New Hampshire
Department of
Revenue Administration

2018 Default Budget

DRAFT

*The Default Budget has not been
finalized in the Tax Rate Setting Portal*

Account Code	Purpose of Appropriation	Prior Year Adopted Budget	Reductions or Increases	One-Time Appropriations	Default Budget
4916	To Expendable Trusts/Fiduciary Funds	\$0	\$0	\$0	\$0
4917	To Health Maintenance Trust Funds	\$0	\$0	\$0	\$0
4918	To Non-Expendable Trust Funds	\$0	\$0	\$0	\$0
4919	To Fiduciary Funds	\$0	\$0	\$0	\$0
Total Appropriations		\$11,516,798	\$115,992	\$0	\$11,632,790



Account Code	Reason for Reductions/Increases or One-Time Appropriations
4311	Salary adjustments from prior fiscal year and change in staff
4321	Contractual Obligations Recycling & Salary adj. from prior FY \$230
4441-4442	Salary reduction PT
4240-4249	Salary adjustments from prior fiscal year
4195	Salary adjustment from prior FY change in staff
4140-4149	Additional Election obligation + Salary adjs. from prior FY \$3,844 + Contract Software update \$5,050
4130-4139	Salary adjustments from prior fiscal year
4150-4151	Salary adjs. from prior FY and change in staff, increase in audit contract \$5,000
4220-4229	Salary adjustments for FT Staff
4194	Salary adjustments from prior FY and change in staff, contractual obligations
4196	Contractual reduction
4153	Contractual obligation
4550-4559	Salary adjs. from prior fiscal year FT & PT
4721	Interest Reduction on bond
4319	Reduction in Maintenance expense
4199	Contractual obligations (new phone \$7,380 & financial software \$27,130) + Salary adjs. from prior FY incl. change in staff \$6,042
4520-4529	Salary adjs. from prior FY change in staff
4155-4159	Health Insurance Rate Reduction \$-64,235, Increase in benefits (NHRS, Fica/medicare) due to salary \$32,075 adjustments
4191-4193	Salary adjustments from prior fiscal year
4210-4214	Salary adjs. reduction from prior FY and change in staff \$-8,496 + Contractual obligations \$5,600 (lease equipment)
4152	Contractual obligation
4914S	Salary adjs. from prior FY and change in staff + reduction in bond P&I \$-39,531
4914W	Reduction on debt, Salary increases from prior year \$8,176, reduction in insurance rate \$-2,375