



# BOARD OF FINANCE

Clifford J. Hurgin Municipal Center, 1 School Street  
Bethel, Connecticut 06801 Telephone: (203) 794-8501

## MINUTES OF REGULAR MEETING

Tuesday, April 12, 2011  
7:00 p.m.

CJH Municipal Center-Meeting Room "A"

RECEIVED

2011 APR 13 P 12: 56

TOWN OF BETHEL  
TOWN CLERK

**Call to order:** William Slifkin called the Regular Meeting to order at 7:00 p.m. with the pledge of allegiance.

**Chairman's Opening Remarks:** Chairman Slifkin opened the meeting stating that the Board of Finance is focused on fiscal responsibility, with the state of the economy. Gas is \$4.00 per gallon, tax increases, etc. The population of Bethel increased 2.58% in the last 10 years; compare that to long term debt which has grown 145% in 10 years. The Debt Service increase this year is \$200,000. The Board of Finance is concerned with the rush to bond. On March 8, 2011 the Board of Selectmen voted to recommend the proposed budget to the Board of Finance. On March 22, Chairman Slifkin sent a letter to the Board of Selectmen (see attached). On April 5, 2011 the Board of Selectmen responded (see attached). Chairman Slifkin stated there are 2 issues, one the Bonding of illegible items, and two getting the requested estimates. Chairman Slifkin stated they are trying to work in the best interest of the taxpayer.

**Public Comment:** First Selectman Knickerbocker- the Resolution was passed along the Board of Finance, from the Board of Selectmen, (see attached Capitol Plan), it is impossible to obtain 3 written estimates. First Selectman Knickerbocker stated there is no evidence that the competitive bidding process has ever failed. He stated that he is attempting to work cooperatively, and the Chairman of the Board of Finance does not have the authority to change the process. He is taking great exception to the fact that the 5 year Capital Plan is being held hostage, no return phone call was made and he was denied common courtesy when he requested a joint meeting.

Member Roden explained that the letter from the Chairman to the Board of Selectmen was not an independent act, the members were aware and in agreement.

Chairman Slifkin stated there was no information in writing from the Department Heads. He requested that all appropriations be submitted in writing to the Board of Selectmen. He also stated that during a conversation before leaving town he and the First Selectman had met and discussed the fact that the smaller items on the 5 year Capital Plan did not require the 3 written estimates, but that he requested 3 written estimates for the larger items.

First Selectman Knickerbocker asked that he read the letter from Town Counsel Lawlor in response to his letter of March 22, 2011 (see attached).

Chairman Slifkin stated it is a matter of interpretation.

Paul Szatkowski, Winthrop Road- Requests that the Board of Selectmen and the Board of Finance hold a Special Meeting this week to move this along. He recommended Thursday, April 14, 2011.

David Glahn, Elizabeth Street- Requests that Meals on Wheels funding be put back, he is not in favor of all day Kindergarten, and recommends a spending freeze.

Annmarie Heering, Honey Hollow- Requests that the Board of Finance replaces the full time person request in the Assessor's office that was removed by the Board of Selectmen. In order to have the time available to grow the Grand List.

Ann Scacco, Spring Hill Lane- Is in favor of the addition of a full-time person in the Assessor's office.

Bill Hillman, Walnut Hill Road- Informs the Board of the possible scenario that should the State's Unions fail to grant concessions, Bethel could lose State Funding as part of Governor Malloy's "Plan B". He is also personally faced with the Stony Hill Sewer assessment and will vote his own bottom line.

Pat Perrefort, Wooster Street- Stated that it is virtually impossible to gather 3 written estimates on items that are 5 years out. He spoke to the fact that it seems that 2 members decided this.

Larry Craybas, Kellogg Street- Read a statement as the Chairman of the Board of Education, (see attached).

Mary O'Leary, Terry Drive- Respectfully requests the replacement of the funds to the Non-Governmental Agencies, and requests that the money be re-instated to the Library that was removed.

Richard Straiton, Codfish Hill Road- Asked that the funding be reinstated to the Non-Governmental Agencies. He also requested the Capitol Improvement Bonding be accepted.

Matthew Knickerbocker, First Selectman- spoke in support of Annmarie and Ann. In the 90 days that we were able to retain a full time person in the Assessor's office, Annmarie was able to go out and find \$56, 000 in additional tax revenue.

**Minutes of Meeting Dated March 29, 2011:** Chairman Slifkin made a motion to approve the minutes of the meeting of March 29, 2011, motion was seconded by Bill Kingston, Vote, all in favor, motion unanimously approved. J. Philip Gallagher abstained.

**Consideration/Approval Town Clerk's Cott Systems Contract:** Chairman Slifkin made a motion to approve the Town Clerk's Cott Contract, (see attached). Motion was seconded by Jack Dietter. Vote, all in favor, motion unanimously approved.

**Discussion of Purchase of Two Fire Trucks:** Chairman Slifkin made a motion to approve the Board of Selectman's request to obtain specs on the purchase of two fire trucks.

Motion was seconded by Jack Dietter.

Discussion: Mr. Dietter recommended that we monitor the usage of the vehicles.

Vote, all in favor, motion unanimously approved.

**Additions/Subtractions of FY 2011-2012 Proposed Budget:** Member J. Philip Gallagher asked of Bob Kozlowski, Comptroller the average taxpayer increase as the budget stands now. \$208.46 or 3.47%. He asked how much of the budget comes from taxpayers. Approximately 53-54 million was the response.

Mr. Gallagher stated that everything out there is negative, the State still has no budget, no State Union Concessions, cost of gasoline, the only good news he informed the Board was that the \$500 tax credit may remain. He reported that in 2007 the State collected employment tax from 8170 Bethel residents totaling \$21, 653,195 and last year that number was 8033 residents with a total intake of \$17, 854,625. Less people working, making less money.

Jack Dietter- Agrees with J. Philip Gallagher.

Bill Kingston- In favor of putting the Board of Education as is in front of the voters. He feels they prudently worked this budget out. The School System in the gem of Bethel, people are moving here for this reason.

Jim Roden- Spoke of the 5 year Capitol Plan as being luxuries, stating that some of the items should be in the operating budget. They are faced with trying to save money, not put more money in. He stated that if this budget were to fail, the options will possibly be layoffs.

Gary Regan- He feels the School Budget as presented is as fair as possible, with all day kindergarten being a good investment in the future. The addition of an assessor's full time employee is a good investment in order to increase the Grand List. Wants money put back in the Non-Governmental Agencies account to help Bethel people. He feels the Capitol plan needs to be picked apart.

Tim Draper-He feels the Capitol Plan needs to be picked apart and many items should be in the operating budget. He feels the budget is too high. J. Philip Gallagher shared that Ridgefield started all day Kindergarten last year and he has heard this year they are having trouble funding it. He does not want this to become an unfunded mandate in the future. Chairman Slifkin- stated that this is the best Board of Education budget he has seen. He is in favor of it as is.

J. Philip Gallagher made a motion to reduce the #460 Account to \$400,000; motion was seconded by Jim Roden. Vote taken; J. Philip Gallagher, Jack Dietter, Bill Kingston, William Slifkin and Jim Roden. Tim Draper and Gary Regan voted against the motion. Motion approved.

J. Philip Gallagher made a motion to reduce the Sweethart and the Hart Bus funding to last year's amount \$39,168 to Hart Bus, and \$80,800 to Sweethart. Jack Dietter seconded the motion.

Discussion: First Selectman Knickerbocker stated that this may result in a reduction of service. He will look into this. Vote taken; J. Philip Gallagher, Jack Dietter, Jim Roden and Tim Draper in favor of the motion; William Slifkin, Gary Regan and Bill Kingston against the motion. Motion approved.

Discussion over the lights at the High School and method of payment and possible financing took place.

J. Philip Gallagher made a motion to remove \$37,305.00 from the Park and Rec Account #380. Motion was seconded by Tim Draper. Vote taken; J. Philip Gallagher, Bill Kingston, Jack Dietter, William Slifkin and Tim Draper in favor. Jim Roden voted against the motion. Gary Regan recused himself. Motion carries.

Chairman Slifkin called a short recess at 8:55 p.m.

Chairman Slifkin called the meeting back to order at 9:00

J. Philip Gallagher made a motion to pay off the Track Lighting by short term bonding. Motion was seconded by Bill Kingston. Voting in favor, J. Philip Gallagher, William Slifkin, Bill Kingston, and Tim Draper. Voting against the motion; Jack Dietter, and Jim Roden. Gary Regan recused himself. Motion carries.

Gary Regan made a motion to re-instate \$25,975 of the \$27,801 that was removed from Account#400 Non-Government Agencies with the following appropriations:

Mental Health - \$2,000

Woman's Center -from \$3000 to \$2500

Ability beyond Disability \$4000 to \$3500

Regional Commission from \$2767 to \$2700

Motion was seconded by Jack Dietter

Discussion:

Jim Roden stated these agencies are State and federally funded programs.

Bill Kingston feels we are not morally justified to give to charities by forcing it on Bethel Taxpayers. If you want to donate get out your checkbook.

Voting in favor of the motion; Jack Dietter, and Gary Regan. Voting against the motion; J. Philip Gallagher, Bill Kingston, William Slifkin, Jim Roden and Tim Draper. Motion fails.

To recap J. Philip Gallagher stated that \$92,946 was removed from the proposed budget. This translates to approximately \$10 per taxpayer and brings the increase over last year to approximately 3.27%.

Jack Dietter made a motion to hold a joint meeting of the Board of Selectmen and the Board of Finance on Thursday, April 14, 2011. Motion was seconded by Gary Regan. Voting in favor; Jack Dietter, Bill Kingston, and Tim Draper. Voting against the motion; Jim Roden and William Slifkin. J. Philip Gallagher abstained. Motion carries.

In review Town Comptroller Bob Kozlowski stated the current approved figures for the FY 2011/2012 budget.

\$20, 258, 658.00 Town Operating Budget

\$4,308,817.00 Debt Service

\$400,000.00 Account #460

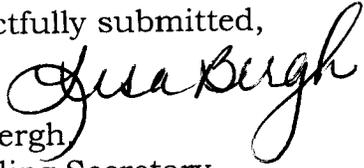
\$37,991,050 Board of Education Budget

Total Town Budget= \$62,958,525.00

Bill Kingston made a motion to approve \$62,958,525 as the proposed budget for the Town of Bethel FY 2011/2012. Motion was seconded by Jack Dietter. Voting in favor of the motion; J. Philip Gallagher, Jack Dietter, Bill Kingston, William Slifkin, and Gary Regan. Voting against the motion; Jim Roden and Tim Draper. Motion carries.

William Slifkin made a motion to adjourn, motion seconded by Bill Kingston. Vote, all in favor, motion unanimously approved.  
Meeting adjourned at 9:24 p.m.

Respectfully submitted,

  
Lisa Bergh  
Recording Secretary



# BOARD OF SELECTMEN

Clifford J. Hurgin Municipal Center, 1 School Street  
Bethel, Connecticut 06801 Telephone: (203) 794-8501

*Matthew S. Knickerbocker, First Selectman*  
*Richard C. Straiton, Selectman*  
*Paul R. Szatkowski, Selectman*

## MEMORANDUM

TO: Board of Finance Members and Comptroller Robert Kozlowski  
FROM: Board of Selectmen  
RE: 5 Year Capital Expenditures Plan  
DATE: April 7, 2011

On March 15<sup>th</sup>, the Board of Selectmen voted unanimously to recommend the following capital expenditures (attached) to the Board of Finance for inclusion in the 2011-2012 overall town and school operating budget. Please note that the expenditures are divided into two parts for reasons that are explained with each.

- 1.) Recommended issue of short term bond, bond anticipation notes or capital non-recurring account (at the discretion of the Board of Finance) in the amount of \$1,085,500 to fund the items listed years 2011-2012 in the "5 Year Capital Improvement Plan", plus the outstanding cost of the field lighting system at Bethel High School (\$280,000), for a total of \$1,353,000 (*Please note that funding the BHS lighting in this manner will allow a reduction of \$37,305 from account 380-313*).
- 2.) Recommend preliminary approval of the purchase of two fire trucks on behalf of BVFD and SHFD at a price schedule and funding method to be determined. (*Note: Exact pricing will not be known until trucks are "spec'd" and delivery timetable set. We are recommending that the town begin this process.*)

Thank you for your consideration.



# BOARD OF SELECTMEN

Clifford J. Hurgin Municipal Center, 1 School Street  
Bethel, Connecticut 06801 Telephone: (203) 794-8501

*Matthew S. Knickerbocker, First Selectman*  
*Richard C. Straiton, Selectman*  
*Paul R. Szatkowski, Selectman*

## MEMORANDUM

TO: Board of Finance  
FROM: Board of Selectmen  
RE: 5 Year Capital Plan Recommendations  
DATE: April 5, 2011

Enclosed please find the Board of Selectmen recommendation for the 5 Year Capital Plan. At our meeting of March 15, 2011, we approved the following motion:

First Selectman Knickerbocker made a motion, which was seconded by Selectman Straiton, to recommend the 5 Year Capital Plan as submitted and dated March 15, 2011 to the Board of Finance for consideration; funding to be in a method the Board of Finance determines to be in the best financial interest of the Town of Bethel. Vote, all in favor, motion unanimously approved.

Regarding your request for three (3) written estimates on each item being recommended for consideration in the 5 year capital plan, please be advised, that it is virtually impossible to get written estimates on all of the items being proposed, for a variety of reasons. Rest assured, however, should the funding for these items be approved by the voters of Bethel, all Charter provisions regarding the bidding procedure for these items will be followed.

We will be in attendance at your April 12<sup>th</sup> Regular Meeting to answer any questions you may have. Thank you for your consideration to these items.



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# BOARD OF FINANCE

Clifford J. Hurgin Municipal Center, 1 School Street  
Bethel, Connecticut 06801 Telephone: (203) 794-8501

**TO: Board of Selectmen**

**March 22, 2011**

**Subject: Five Year Capital Plan**

In order to accurately allocate costs to both the capital nonrecurring account and potential bonding items, I am requesting that the Town of Bethel follow the procedures in our Town Charter as outlined in Article X, section C10-4, paragraph A.

Each town agency and department is to submit three (3) written estimates for each of their proposed expenditures to the Board of Selectman and, in turn, forward them with recommendations to the Board of Finance.

In addition to the three (3) written estimates, please include a vehicle disposal strategy on all of the equipment requested by the highway department. This analysis should include resale estimates, trade-in estimates, scrap metal estimates, etc.

Upon receipt of this information, the Board of Finance will meet to review these suggestions for inclusion in the 2011-2012 fiscal year.

  
W.H. Slifkin, Chairman

MARTIN J. LAWLOR, JR.

Attorney at Law

99 Greenwood Avenue  
Bethel, Connecticut 06801

Telephone (203) 790-9398  
Facsimile (203) 744-0678

April 11, 2011

Mr. Matthew S. Knickerbocker  
First Selectman Town of Bethel  
Clifford J. Hurgin Municipal Center  
One School Street  
Bethel, CT 06801

Re: Board of Selectmen Five Year Capital Plan  
Correspondence of William H. Slifkin, Chairman Board of Finance  
Dated March 22, 2011

Dear First Selectman Knickerbocker:

Pursuant to your request on behalf of the Board of Selectmen, I have reviewed the Board of Finance Chairman, W. H. Slifkin's correspondence to the Board of Selectmen dated March 22, 2011. It is my understanding he is requesting that the "...Town of Bethel follow procedures in our Town Charter as outlined in Article X, Section C10-4, Paragraph A." I presume that Chairman Slifkin is referring to a recent motion made by the Board of Selectmen dated March 15, 2011 to the Board of Finance, whereby the Board of Selectmen recommended the capital plan as submitted to the Board of Finance for consideration and funding in the method that the Board of Finance deems to be in the best interest of the Town of Bethel.

A review of Section C10-4A states that requests for "special appropriations", shall be made in writing by the Board of Selectmen to the Board of Finance. As such, the Board of Finance will then act on all the requests for "special appropriations", publish a notice of its action, etc.

Under C10-5B entitled "Capital and Nonrecurring Expenditures.", the Board of Selectmen shall consider and submit in writing to the Board of Finance a budget of capital and nonrecurring expenditures for the ensuing year.

Based on the Board of Selectmen's motion dated March 15, 2011, it is my opinion that this motion addressed to the Board of Finance was a recommendation by the Board of Selectmen to fund those capital items as set forth in the five year plan for the upcoming year which complies with both C10-4 A and C10-5.

In regards to Chairman Slifkin's requests for three (3) written estimates of each expenditure and a vehicle disposal strategy, resale estimates, trade-in estimates, scrap

metal estimates, etc. these are mere requests and not required of the Board of Selectmen and/or the Town Departments under our Charter or state statutes.

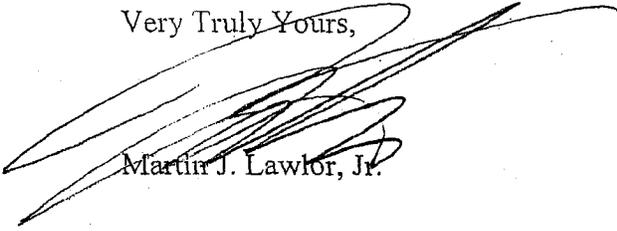
The recommendation has been made by the Board of Selectmen to the Board of Finance and it is now the decision of the Board of Finance to decide whether or not to approve those recommendations or portions thereof, and how the same are to be funded.

In addition, a review of the five year capital plan would indicate that the majority of the capital plan for funding the 2011-2012 upcoming year, are for items in excess of Thirty Thousand (\$30,000.00) Dollars. Funding for these amounts would require that there be publicly advertised bids under Section C8-13C(4)(i) of the Charter. In regards to the vehicle disposal strategy re: resale estimates, trade-in estimates, scrap metal estimates, etc. all requested by the Chairman of the Board of Finance, the Charter under C-8-13C(4)(iv) requires by-products or other personal property of the Town of Bethel to be sold to highest bidder "... at public advertisement."

Generally speaking, to request each town agency and department to provide three (3) written estimates as well as a "disposal strategy" for personal property and vehicles, would require additional time and effort on behalf of the departments which is not necessitated nor required by Bethel's Charter nor state statute. This would be redundant under the requirements of our Charter since the vast majority of these items would have to be advertised for public bid including those personal property items that are to be disposed of.

Should you have any further questions or comments, please do not hesitate to contact me.

Very Truly Yours,



Martin J. Lawlor, Jr.

MJLJR:kck

| DEPARTMENT                            | ITEM   | FY<br>2011 - 2012 | FY<br>2012 - 2013 | FY<br>2013 - 2014 | FY<br>2014-2015 | FY<br>2015-2016 | FUNDING<br>METHOD |
|---------------------------------------|--|-------------------|-------------------|-------------------|-----------------|-----------------|-------------------|
| ASSESSOR                              | 1 REVALUATION  | 106,000           | 106,000           |                   |                 |                 |                   |
| <b>Revised 3/1: SUBTOTAL ASSESSOR</b> |  | <b>106,000</b>    | <b>106,000</b>    |                   |                 |                 |                   |
| P&Z                                   | 1 2017 Plan of Conservation & Development                  |                   |                   |                   | 50,000          | 50,000          |                   |
| P&Z                                   | 2 PLAN OF DEVELOPMENT                                      | -                 | 25,000            | 25,000            |                 |                 |                   |
| <b>SUBTOTAL PLANNING AND ZONING</b>   |  | <b>-</b>          | <b>25,000</b>     | <b>25,000</b>     | <b>50,000</b>   | <b>50,000</b>   |                   |
| PUBLIC WORKS                          |  | -                 | -                 | -                 | -               | -               |                   |
| PUBLIC WORKS                          |  | -                 | -                 | -                 | -               | -               |                   |
| PUBLIC WORKS                          |  | -                 | -                 | -                 | -               | -               |                   |
| PUBLIC WORKS                          |  | -                 | -                 | -                 | -               | -               |                   |
| PUBLIC WORKS                          |  | -                 | -                 | -                 | -               | -               |                   |
| <b>SUBTOTAL PUBLIC WORKS</b>          |  | <b>-</b>          | <b>-</b>          | <b>-</b>          | <b>-</b>        | <b>-</b>        |                   |
| FLEET MAINT.                          | OIL SYSTEM   | 7,500             | 7,500             |                   |                 |                 |                   |
| FLEET MAINT.                          | NEW FLEET MAINTENANCE TRUCK                                |                   | 42,000            |                   |                 |                 |                   |
| FLEET MAINT.                          | RADIOS   | 14,000            | 15,000            |                   |                 |                 |                   |
| <b>SUBTOTAL FLEET MAINTENANCE</b>     |  | <b>21,500</b>     | <b>64,500</b>     | <b>-</b>          | <b>-</b>        | <b>-</b>        |                   |
| HIGHWAY                               | 1 EXCAVATOR Current is a 1994 John Deere 190E w 4500 hours | 160,000           |                   |                   |                 |                 |                   |
| HIGHWAY                               | 1 3 CUBIC YARD WHEEL LOADER Current is 92 Deere 624E w 119 | 174,500           |                   |                   |                 |                 |                   |
| HIGHWAY                               | 1 ROAD GRADER Current grader is 45 years old               | 85,000            |                   |                   |                 |                 |                   |
| HIGHWAY                               | 1 TRIP EDGE SNOW PLOWS                                     | 9,500             |                   |                   |                 |                 |                   |
| HIGHWAY                               | 1 MEDIUM DUTY TRUCK Rpl 1998 Ford F 22000lb truck          | 118,000           |                   |                   |                 |                 |                   |
| HIGHWAY                               | 2 MEDIUM DUTY TRUCK Replaces a 1999 17,500 low boy dump    | -                 | 82,000            |                   |                 |                 |                   |
| HIGHWAY                               | 2 AERIEL BUCKET TRUCK                                      |                   | 60,000            |                   |                 |                 |                   |
| HIGHWAY                               | 1 CLASS 8 42,000 GVW TRUCK Replaces 1989 Mack R400         |                   |                   | 148,000           |                 |                 |                   |
| HIGHWAY                               | 1 BACKHOE / LOADER   |                   |                   | 87,000            |                 |                 |                   |
| HIGHWAY                               | 2 MEDIUM DUTY TRUCK  |                   |                   | 88,500            |                 |                 |                   |
| HIGHWAY                               | 1 CLASS 8 42,000 GVW TRUCK Replaces 1994 Ford L8000        |                   |                   | 148,000           |                 |                 |                   |
| HIGHWAY                               | 1 CLASS 8 42,000 GVW TRUCK Replaces 1994 Ford L8000        |                   |                   |                   | 155,000         |                 |                   |
| HIGHWAY                               | 1 CLASS 8 42,000 GVW TRUCK Replaces 1995 Ford L8000        |                   |                   |                   | 155,000         |                 |                   |
| HIGHWAY                               | 1 CLASS 8 42,000 GVW TRUCK Replaces 1995 Ford L8000        |                   |                   |                   |                 | 155,000         |                   |
| HIGHWAY                               | 2 CLASS 8 CHASSIS W/ VACTOR                                |                   |                   |                   |                 | 365,000         |                   |
| HIGHWAY                               | REPLACE LINDBURGH STREET CULVERT                           |                   | 75,000            | 425,000           |                 |                 |                   |
| HIGHWAY                               | REPLACE FLEETWOOD AVENUE CULVERT                           |                   |                   | 75,000            | 525,000         |                 |                   |
| HIGHWAY                               | ENGINEERING STUDY OF SEELEY/MAIN/P. T. BARNUM DRAINS       | TBD               |                   | -                 |                 |                 |                   |
| <b>SUBTOTAL HIGHWAY</b>               |  | <b>547,000</b>    | <b>217,000</b>    | <b>971,500</b>    | <b>835,000</b>  | <b>520,000</b>  |                   |
| BOE-460                               | 460-406 RS500-9: Rockwell School-Energy Mgmt Upgrades      |                   | 7,235             |                   |                 |                 |                   |
| BOE-460                               | 460-406 JS400-6: Johnson School-Energy Mgmt Upgrades       |                   | 6,975             |                   |                 |                 |                   |
| BOE-460                               | 460-406 BS200-6: Berry School-Energy Mgmt Upgrades         |                   | 13,750            |                   |                 |                 |                   |

| DEPARTMENT      | ITEM                                       | FY             | FY               | FY               | FY               | FY        | FUNDING METHOD |
|-----------------|--|----------------|------------------|------------------|------------------|-----------|----------------|
|                 |  | 2011 - 2012    | 2012 - 2013      | 2013 - 2014      | 2014-2015        | 2015-2016 |                |
|                 |  |                | 27,960           |                  |                  |           |                |
| BUILDING MAINT. | HIGHWAY GARAGE ROOF                        | 60,000         |                  |                  |                  |           |                |
| BUILDING MAINT. | GP ROOM A/C                                |                | 120,000          |                  |                  |           |                |
| BUILDING MAINT. | GYMNASIUM HEAT AND HOT WATER SYSTEM        |                | 120,000          |                  |                  |           |                |
| BUILDING MAINT. | MC BOILER ROOM PUMP REPAIRS                | 14,500         |                  |                  |                  |           |                |
| BUILDING MAINT. | NEW POLICE STATION                         |                | 80,000           | 2,100,000        | 3,000,000        |           |                |
| BUILDING MAINT. | MC CIRCUIT PANEL REPLACEMENTS              |                | 25,000           |                  |                  |           |                |
| BUILDING MAINT. | SOUTH STREET FIREHOUSE                     | 89,000         | 130,000          |                  |                  |           |                |
| BUILDING MAINT. | ENERGY MANAGEMENT SYSTEM UPGRADE           |                | 15,000           |                  |                  |           |                |
| BUILDING MAINT. | HIGHWAY GARAGE FURNACE                     |                | 12,000           |                  |                  |           |                |
| BUILDING MAINT. | SENIOR CENTER IMPROVEMENTS                 |                | 50,000           | 50,000           |                  |           |                |
| BUILDING MAINT. | HVAC REPLACEMENT MUNICIPAL CENTER          |                |                  |                  |                  |           |                |
|                 | <b>SUBTOTAL BUILDING MAINTENANCE</b>       | <b>163,500</b> | <b>552,000</b>   | <b>2,150,000</b> |                  |           |                |
| BETHEL FIRE     | ENGINE 5                                   | 460,000        |                  |                  |                  |           |                |
| BETHEL FIRE     | QUINT TO REPLACE ENGINE 6                  |                | 725,000          |                  |                  |           |                |
| BETHEL FIRE     | ADDITION TO HOUSE QUINT                    |                | 300,000          |                  |                  |           |                |
| BETHEL FIRE     | 2 THERMAL IMAGING CAMERAS                  | 23,000         |                  |                  |                  |           |                |
| BETHEL FIRE     | AMBULANCE STATION                          |                |                  |                  | 3,500,000        |           |                |
|                 | <b>SUBTOTAL BETHEL FIRE</b>                | <b>483,000</b> | <b>1,025,000</b> | <b>-</b>         | <b>3,500,000</b> | <b>-</b>  |                |
| STONY HILL FIRE | 1 PUMPER/TANKER FIRE APPARATUS REPLACEMENT | 650,000        |                  |                  |                  |           |                |
| STONY HILL FIRE | 1 BRUSH/UTILITY TRUCK REPLACEMENT          | 12,500         |                  |                  |                  |           |                |
| STONY HILL FIRE | 2 THERMAL IMAGING CAMERAS                  | 23,000         |                  |                  |                  |           |                |
|                 | <b>SUBTOTAL STONY HILL FIRE</b>            | <b>685,500</b> | <b>-</b>         | <b>-</b>         | <b>-</b>         | <b>-</b>  |                |
| POLICE          | FIRING RANGE REPAIRS                       |                |                  |                  |                  |           |                |
| POLICE          | REPAVE PARKING LOTS                        |                |                  |                  |                  |           |                |
| POLICE          | NEW BUILDING OR EXPANSION                  |                |                  |                  |                  |           |                |
|                 | <b>SUBTOTAL POLICE</b>                     | <b>-</b>       | <b>-</b>         | <b>-</b>         | <b>-</b>         | <b>-</b>  |                |
| TOWN CLERK      | 3 COTT SYSTEM SOFTWARE UPGRADE             |                |                  |                  |                  |           |                |
| TOWN CLERK      | 2 OFFICE EQUIPMENT / COPY MACHINES 2       |                |                  |                  |                  |           |                |
| TOWN CLERK      | 2 VERTICAL MAP FILE (2)                    |                |                  |                  |                  |           |                |
| TOWN CLERK      | 2 LAND RECORD MERGE                        |                |                  |                  |                  |           |                |
|                 | <b>SUBTOTAL TOWN CLERK</b>                 | <b>-</b>       | <b>-</b>         | <b>-</b>         | <b>-</b>         | <b>-</b>  |                |
| SENIOR CENTER   | UPDATE & EXPAND OR BUILD A NEW CENTER      |                |                  |                  |                  |           |                |

| DEPARTMENT                           | ITEM   | FY<br>2011 - 2012 | FY<br>2012 - 2013 | FY<br>2013 - 2014 | FY<br>2014-2015  | FY<br>2015-2016  | FUNDING<br>METHOD |
|--------------------------------------|--|-------------------|-------------------|-------------------|------------------|------------------|-------------------|
| <b>SUBTOTAL SENIOR CENTER</b>        |  |                   |                   |                   |                  |                  |                   |
| PARKS AND REC.                       | 2 IRRIGATION AT BERRY  |                   | 25,000            |                   |                  |                  |                   |
| PARKS AND REC.                       | 1 FENCE PARLOA (FY 2010-2011)  |                   |                   |                   |                  |                  |                   |
| PARKS AND REC.                       | 1 SURVEY OF PROPERTY & DEVELOPMENTS  | 25,000            |                   |                   |                  |                  |                   |
| PARKS AND REC.                       | 1 BENNETT PARK - CIRUIT PANELS   |                   |                   |                   |                  |                  |                   |
| PARKS AND REC.                       | 1 TENNIS COURTS - REPAIR CRACKS ON 6 COURTS (\$51,429)                           |                   |                   |                   |                  |                  |                   |
| PARKS AND REC.                       | 1 TENNIS COURTS - COMPLETE REPLACEMENT   | 151,500           |                   |                   |                  |                  |                   |
| PARKS AND REC.                       | 3 WATER PARK INSTALLATION & SEWER  |                   | 50,000            |                   |                  |                  |                   |
| PARKS AND REC.                       | 2 RELOCATION OF SKATE PARK   |                   | 40,000            |                   |                  |                  |                   |
| PARKS AND REC.                       | 1 MECKAUER PARK GARAGES  |                   | 34,900            |                   |                  |                  |                   |
| PARKS AND REC.                       | 3 FENCING MITCHELL PARK & SCHOOL COMPLEX   |                   | 50,600            |                   |                  |                  |                   |
| PARKS AND REC.                       | 2 DOG PARK   |                   |                   | 40,000            |                  |                  |                   |
| PARKS AND REC.                       | 1 DESIGN OF BUILDING INCLUDING RESTROOM & PRESS BOX FOR BASEBALL FIELD           |                   |                   | 25,000            |                  |                  |                   |
| PARKS AND REC.                       | 3 ENLARGING MIDDLE SCHOOL AREAS, HIGH SCHOOL TEAMS SIDELINE TOO CLOSE TO BENCHES |                   |                   |                   | 40,000           |                  |                   |
| PARKS AND REC.                       | 1 CONSTRUCTION OF RESTROOM - PRESSBOX FACILITY                                   |                   |                   | 450,000           |                  |                  |                   |
| PARKS AND REC.                       | 3 LIGHTS ON JOHNSON SOFTBALL SCHOOL  |                   |                   |                   | 120,000          |                  |                   |
| PARKS AND REC.                       | 2 REMODEL LOCKER ROOMS & SHOWERS IN MUNICIPAL CENTER                             |                   |                   |                   | 250,000          |                  |                   |
| PARKS AND REC.                       | 2 TURF FIELD   |                   |                   |                   |                  | 750,000          |                   |
| <b>SUBTOTAL PARKS AND RECREATION</b> |  | <b>176,500</b>    | <b>200,500</b>    | <b>515,000</b>    | <b>410,000</b>   | <b>750,000</b>   | <b>-</b>          |
| <b>TOTAL BY YEARS</b>                |  | <b>2,183,000</b>  | <b>2,217,960</b>  | <b>3,661,500</b>  | <b>4,795,000</b> | <b>1,320,000</b> | <b>-</b>          |
|                                      | LESS BFD TRUCK   | -460,000          |                   |                   |                  |                  |                   |
|                                      | LESS SHFD TRUCK  | -650,000          |                   |                   |                  |                  |                   |
|                                      | SUBTTL   | 1,073,000         |                   |                   |                  |                  |                   |
| FUNDING METHODS                      | PLUS BHS FIELD LIGHTS  | 280,000           |                   |                   |                  |                  |                   |
|                                      | <b>TTL RECOMMENDED FOR 2011-2012 CAP. EXP.</b>                                   | <b>1,353,000</b>  |                   |                   |                  |                  |                   |
| CNR - CAP. NONREC.                   |  |                   |                   |                   |                  |                  |                   |
| GF - GENERAL FUND                    |  |                   |                   |                   |                  |                  |                   |
| STN - SHORT TERM NOTES               |  |                   |                   |                   |                  |                  |                   |
| LTB - LONG TERM BONDS                |  |                   |                   |                   |                  |                  |                   |
| <b>GRAND TOTALS ALL YEARS</b>        |  | <b>14,177,460</b> |                   |                   |                  |                  |                   |
| <b>COLUMN 2</b>                      |  |                   |                   |                   |                  |                  |                   |
| PRIORITY CODE                        |  |                   |                   |                   |                  |                  |                   |

For the record ...

Speaking for the BOE, I ask the BOF to sustain its support of our budget and leave it intact at the +1.3% or \$37,991,050.

It is totally inappropriate to ask us to disregard how the BOE decided to use the \$476,000 Federal Jobs Retention Grant. As planning for the 2011-2012 budget progressed, we clearly realized our decision to use these monies in the 2011-2012 time period was the most prudent action to take if we were to get close to the +/- 0% budget suggested by the BOF. The Jobs Retention Grant allowed us to do this while holding to our goals of continued student achievement growth and sustaining educational quality momentum which has been accruing to us over the last number of years.

Bethel did not just end up, by accident, in the top 5% of 9000 nationwide school districts on return of taxpayer investment in educational dollars, or #1 among CT schools in closing the achievement gap for our disadvantaged students. Last year, when we presented the school budget, I talked about the "Tipping Point" theory wherein the accumulation of incremental changes eventually reach a point where the momentum for positive or negative change can be exponential. In my opinion, Bethel is at the tipping point for more positive change for our children and grandchildren. Cost-neutral full day kindergarten is the next major step underway to effect positive change among the youngest of our students. We know, despite what a few might suggest, that these gains stay with our early learners throughout their school years.

Lastly, I do not believe it is within the BOF's purview or charter to demand that we reduce our operating budget this year by the one-time Federal Jobs Retention Grant in the presumption that the BOE will not be able to deal with the issues we'll likely face in the 2012-2013 budget year. It's the arbitrary nature of this thinking that can move our "tipping point" in the negative direction, where our educational progress and momentum stalls out. As we have done year after year, the BOE will deal with the hand we're dealt when we start planning 2012-2013. I can assure you it will be earlier than when the process begins for the BOF or the Town, and it will be thorough, thoughtful, and very demanding. Dictating a \$476,000 cut this year because some surmise the BOE will not be able to come forward with a meaningful, cost effective out-year budget is speculative at best, and frankly totally unwarranted at this point in time.

We did our part in putting forth a tight, fair and reasonable budget for 2011-2012. Remember \$400,000 of the \$486,175 we are asking you to support is the money the State has short changed Bethel in Special Education Excess Cost reimbursement. Maybe we should take up Bill Hillman's suggestion and join with other school districts in a class action suit against the State to get the money we are entitled to by statute, that is 100% of the excess cost we incur in educating our children with special needs. Don't penalize Bethel school children for the State's failure to honor it's bound commitment. Join us instead and help us fight for what is legally due Bethel.

In closing, for us and for you it should always be about the children.

Thank you!  
Larry Craybas  
Chairman, Bethel Board of Education  
April 12, 2011



INFORMATION MANAGEMENT SOLUTIONS

Master Agreement for Products and Services

This Master Agreement for Products and Services ("Agreement") is by and between Cott Systems, Inc., an Ohio Corporation with principal offices at 350 East Wilson Bridge Road, Worthington, Ohio 43085 ("Cott") and its Customer set forth below ("Customer").

Products and Services Ordered Under This Agreement

Cott offers data management products and services for local governments and Customer has a need for some or all of the products and services offered by Cott. Cott will provide, and Customer will purchase, the products and services checked below or described in any applicable addendum to be executed by the parties. One or more Addendums may be executed at any time during the term of this Agreement for the following products and services and will become part of and be incorporated in this Agreement.

- Auditing, Auto Index Software, Backfile of Record Books, Books, Covers & Jackets, Data Acquisition, Data Conversion, Day Forward Redaction, Desktop, eBackup, eCommerce, eRecording, Key from Image Workflow, Hardware & Network Software, Hardware Maintenance, Historic Redaction, History of Index Data, Microfilm Creation, Offsite Storage, Online Index Books [OIB], Plats, Portal, Printouts, Reindexing, Remote Online Training, resolution3, resolution3 Hosted, Software Assurance, Software Escrow, Toby Trax, Verdict, Webhosting

The Terms and Conditions, attached hereto, govern the provision of products or services by Cott under this Agreement and any Addendum executed by Cott and Customer.

Cott and Customer have executed this Agreement to be effective as of the date it is signed by Customer. The offer contained in this document will expire if Customer does not execute and deliver this Agreement to Cott on or before 90 days after Cott has signed this Agreement.

Bethel CT

(County, Parish, Town)

COTT SYSTEMS, INC.

CUSTOMER

Jodie M. Bare 3.29.11
(Signature) (Date)

(Signature) (Date)

Jodie M. Bare
(Print Name)

(Print Name)

Vice President
(Print Title)

(Print Title)

Alpbie Wilson
(Attest)

(Attest)

## TERMS AND CONDITIONS

**1. Payments; Late Charges; Taxes.** Unless otherwise specified, all payments are due, without setoff, within 30 days after invoice. Late charges not to exceed three per cent (3%) per month, may be assessed by Cott on past due accounts unless prohibited by local law. Cott's fees are exclusive of all sales, use and similar taxes which may be levied as a result of the purchase of Cott's products or services by Customer, which taxes shall be the responsibility of Customer. If Customer is exempt from any tax, Customer shall provide Cott with a valid certificate of exemption.

**2. Warranty.** Other than any express warranties set forth in the Agreement or any applicable Addendum and Schedule, **THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR INTENDED USE OR NONINFRINGEMENT.** Customer's sole and exclusive remedy for any failure of a product or service to conform to an applicable warranty shall be the repair of such product or refurbishing of such service according to the warranty. This exclusive remedy shall not have failed of its essential purpose. Customer specifically acknowledges that Cott's price for its products and services is based upon the limitations of Cott's liability as set forth in these Terms. These limitations shall survive any finding that the exclusive remedy of Customer failed of its essential purpose.

**3. Limitation of Liability.** IN NO EVENT SHALL COTT BE LIABLE FOR LOST PROFITS OR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, LIQUIDATED OR PUNITIVE DAMAGES EVEN IF COTT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. In any event, Cott's liability in the aggregate shall not exceed the amount received by Cott from Customer under the Agreement with respect to the applicable product or service. No action under the Agreement may be brought by either party more than one year after the cause of action accrued, except that an action for nonpayment may be brought within one year after the date of last payment.

**4. Governing Law.** The validity, interpretation and enforcement of this Agreement shall be governed by the state law where Customer resides.

**5. Force Majeure.** Cott will not be liable for any delay or failure due to fire, explosion, action of the elements, strikes or other labor disputes, restrictions imposed by law, rules or regulations of a public authority, acts of military authorities, war, terrorist acts, riots, civil disturbances, interruptions, or delays of utilities, telephone or telecom service, interruption of transportation facilities, and any other cause which is beyond the reasonable control of Cott, and which, by the exercise of reasonable diligence, Cott is unable to prevent. The happening of such Force Majeure will extend the time of performance to such extent as may be necessary to enable it to complete performance after the cause or causes of delay or failure have been removed.

**6. Assignment; Successors.** This Agreement will be binding upon and inure to the benefit of the parties hereto, and, except as otherwise specifically provided in the Agreement, their respective successors, and assigns; provided, however, that neither the Agreement, nor any rights under the Agreement, may be assigned, transferred, or encumbered by Customer, directly or indirectly, without Cott's prior written consent. Cott may assign this Agreement or any interest herein in connection with the transfer of substantially all of the assets or equity interest of Cott or one of its lines of business.

**7. Construction and Interpretation.** Subject headings are for convenience only. They do not define, limit or describe the scope or intent of the provisions of the Agreement. The Agreement shall be deemed to have been prepared jointly and any ambiguity shall

not be interpreted against any party and shall be interpreted as if each of the parties had prepared the Agreement. Statements set forth in any preamble or recitals are made for the purpose of providing background information. Such statements do not constitute representations, warranties or covenants of the parties.

**8. Notices.** Except as otherwise specified, any notice or other communication shall be in writing and deemed given when delivered in person, by fax, e-mail or other electronic means and confirmation of receipt is received or two days after being sent by certified or registered United States mail, return receipt requested, postage prepaid, addressed to the party at the address set forth in the Agreement. A party may change its address for notices.

**9. Miscellaneous.** The Agreement, any Addendums and Schedules executed by Cott and Customer, any attachments or exhibits thereto and these Terms and Conditions constitute the complete and exclusive agreement between Cott and Customer with regard to their subject matter, and supersede all prior or contemporaneous agreements, understandings, discussions or representations. The Agreement may not be modified or amended except in a writing signed by Cott and Customer. Acceptance of the offer presented by this Agreement is limited to the terms set forth herein. The terms of this Agreement including any Addendum or Schedule may not be edited or modified in any manner prior to signing by Customer. Any additional or different terms added to this Agreement by Customer will be considered proposals for additional terms to the contract and are hereby rejected, unless expressly accepted by Cott in writing prior to performance hereunder. Any term or provision of the Agreement that is invalid or unenforceable shall not affect the validity or enforceability of its remaining terms or provisions. No waiver of any term or provision will be effective unless in writing and signed by the party to be charged. No such waiver will be deemed a waiver of any subsequent default under the same or any other term or provision. Nothing herein expressed or implied is intended or shall be construed to give any person other than the parties hereto any rights or remedies. The Agreement, and any part thereof, may be executed in counterparts, each of which when so executed shall be deemed to be an original.

**10. Term.** This Agreement will begin when it is signed by Customer and continue until all Addendums have expired or terminated. These Terms and Conditions shall survive the termination or expiration of this Agreement.

**11. Breach.** Cott or Customer may terminate an Addendum if the other party materially breaches an Addendum and fails to correct the breach within 30 days following written notice specifying the breach. Such termination shall not relieve Customer's obligation to pay all fees accrued or sums due and remaining unpaid under the Addendum.

**12. Authority.** By execution of this Agreement or any Addendum, Customer represents and warrants that this Agreement and Addendum, as the case may be, has been properly approved and authorized in accordance with the laws, rules, regulations and procedures governing Customer, and that the person(s) signing on behalf of Customer are authorized to bind Customer to the terms and conditions thereof.

**13. No Solicit.** Customer agrees not to encourage or solicit any employee to leave Cott's employment or hire Cott employees.

**14. Order of Precedence.** Where possible, the terms of this Master Agreement and the terms of each Addendum and Schedule will be construed consistently. Where not possible, the terms of this Master Agreement will control unless specifically preempted by the terms of an Addendum or Schedule, in which case the Addendum or Schedule will control.



## INFORMATION MANAGEMENT SOLUTIONS

### Addendum to Master Agreement

This *Addendum to Master Agreement* is by and between Cott Systems, Inc. ("Cott") and its' Customer set forth below (the "Customer") and is being executed under *Cott's Master Agreement for Products and Services*.

The parties to this Agreement agree and understand that the continuation of this Agreement for the term period set forth in this Agreement, or any extension or renewal thereof, is dependent upon and subject to the appropriation, allocation or availability of funds for this purpose to the Customer. The parties to this Agreement also agree that in the event the Customer or that body responsible for the appropriation of said funds, in its sole discretion, determines that available funding for the payment of services is insufficient to continue said Agreement, the Customer may choose to terminate the Agreement set forth herein by giving Cott Systems written notice of termination, and the Agreement shall terminate immediately without any further liability or obligation to Cott Systems.

The Customer agrees to include, or cause to be included, the amounts payable under this Agreement on a yearly basis in the estimated budgets or requests for funds or appropriations for or by the Customer for the intended term of this Agreement and its Addendums.



## INFORMATION MANAGEMENT SOLUTIONS

### Software License and Software Assurance Addendum

This *Software License and Software Assurance Addendum* ("Addendum") is by and between Cott Systems, Inc. ("Cott") and its customer ("Customer") identified on the attached *Upgrade and Renewal Services Schedule* ("Schedule") and is being executed under *Cott's Master Agreement for Products and Services* in order for Cott to provide the software and services described herein.

- 1. Grant of License.** In consideration of the payments specified in the Schedule, Cott grants and Customer accepts a non-exclusive, non-transferable, right and license ("License") to use the software specified and described in the Schedule including all elements, applications, by-products and databases of the software (collectively, the "Software"). The License will last for the period of time specified in the Schedule. The Software may be used solely on the server(s) and that number of associated workstations specified in the Schedule, at the location set forth therein. If a server or workstation is inoperative due to malfunction or maintenance, upon notice to and approval by Cott, Customer may temporarily use the Software on a backup server or workstation, as the case may be, until the licensed server or workstation is operative. Customer may make one copy of the Software and the User Manual and other written materials delivered by Cott in connection with the deployment of the Software (the "Documentation") for backup and archival purposes only, and such copy must include all appropriate copyright and proprietary notices. Upon notice to and approval by Cott, Customer may replace a server or workstation and transfer the Software to a replacement server or workstation at the same location set forth in the Schedule. Customer will not (a) exceed any limit on installations, users or other limitation specified in the Schedule; (b) sell, lease, license, sublicense or encumber the Software or the Documentation; (c) decompile, disassemble or reverse engineer any portion of the Software or the Documentation; or (d) write or develop any derivative software or any software program based on the Confidential Information (collectively, the "Limitations on Use").
- 2. Inspection and Acceptance.** An operational system will be made available by Cott for review by Customer. The date of the earliest to occur of the following will be the "Go-Live Date": (a) the storage or indexing of data utilizing the Software, or (b) the recordation or acceptance of documents for recording by Customer or Customer's system, or (c) the databases associated with the Software are made available to the public. Within two (2) business days after the Go-Live Date, Customer will inspect, approve and accept all aspects of the operational system including the form, content, searchable data, appearance and functionality of the system. Unless Cott receives from Customer detailed written notice of deficiencies in the Software within two (2) business days of the Go-Live Date, Customer will be deemed to have accepted the Software. If Cott receives such notice, Cott shall use its best efforts to correct programming errors that are attributable to Cott, by way of correcting or replacing the Software and/or remedying program errors as promptly as possible. Customer agrees to cooperate with and assist Cott in the migration to and testing of the new system and in the diagnosis and correction of any deficiencies. Irrespective of whether deficiencies are noted, if the Software is in use by Customer, all fees and payments specified in the Schedule shall be due and paid in a timely manner.
- 3. Software Assurance.** Cott's Software Assurance program contains two elements. Cott provides customer support services as described in the "Customer Support Processes Exhibit" and Cott provides software update services (collectively, "Software Assurance"). When Customer subscribes to Software Assurance, it will be specified and provided as described in the Schedule. Software Assurance begins as of the Go-Live Date and will last until the end of the month during which the applicable anniversary occurs. Provided Customer is not then in breach, Software Assurance entitles Customer to receive, at no additional charge, software patches ("Patches") and software releases ("Releases") to the current version of our software which increase the speed, efficiency or ease of operation of the Software. Patches typically are driven by Cott's Technical Support where the reported issue is deemed a software 'bug'. Releases are a group of enhancements to existing software modules that are requested by customers. Releases are governed by Cott's "Software Update Processes Exhibit", reviewed by customers using the same version of software within the same state, and are evaluated by a Cott committee prior to development and implementation. Any hardware or equipment upgrades that are necessary in order to install and run the Releases will be the responsibility of the Customer. Cott reserves the right to charge additional fees for modifications to the software requested by Customer which are beyond the scope of Patches and Releases as defined herein.
- 4. Software Assurance Fees.** Customer may pay up front all Software Assurance fees for the Initial Support Term specified in the Schedule. In the absence of such up front payment (a) the Software Assurance fees will remain fixed until the applicable anniversary of the Go-Live Date, except that Cott may pass along to Customer an increase in third party system software support if announced by the software provider, and (b) on the applicable anniversary of the Go-Live Date, Cott may increase the Software Assurance fees with a maximum increase of ten percent (10%) of the then-current fees. The fees will not begin until the Go-Live Date and will be invoiced on the first day of each calendar month in advance. If the Go-Live Date is any day other than the first day of a month, and if Customer is not concurrently ending use of other Cott software that has monthly software assurance fees associated with it, the initial month's fees will be prorated and will be invoiced on the Go-Live Date.



## INFORMATION MANAGEMENT SOLUTIONS

After the expiration of the Initial Support Term, Software Assurance will automatically renew for additional one (1) year periods unless Customer notifies Cott, no later than ninety (90) days before the scheduled expiration of the Initial Support Term or the applicable renewal period. Cott will endeavor to notify Customer of the fees for renewal terms at least one hundred twenty (120) days prior to the expiration of the then-current term, but in any event will notify Customer of such fees prior to the expiration of the then-current term. If Cott is unable to notify Customer of the fees for the renewal period prior to the expiration of the then-current term, and Customer has not issued a timely notice not to renew the Software Assurance, and the fee increase exceeds five percent (5) % of the then-current fees, Customer may notify Cott within seven (7) days of its receipt of the fee notice of Customer's intention to cancel the Software Assurance. The cancellation will be effective on the last day of the month that Cott receives the notice.

5. **Termination; Material Breach.** This Addendum and the License and/or Software Assurance hereunder may be terminated by the non-breaching party if a "material breach" occurs. A "material breach" means any of the following which remain uncured to the reasonable satisfaction of the non-breaching party after ten (10) days notice specifying the breach is provided: (a) Customer's violation of the Limitations on Use; (b) Customer's unauthorized duplication of the Software or the Documentation; (c) Customer's violation of its obligations with respect to Cott's Confidential Information; (d) Customer's use of the Software on servers, workstations or other equipment not authorized pursuant to a Schedule; (e) Cott's failure to reasonably perform its obligations hereunder; or (f) Customer's failure to timely pay Cott all sums due hereunder. If a material breach occurs, this Addendum including any Schedules and the License and/or Software Assurance hereunder may be terminated, in the discretion of the non-breaching party, upon written notice of termination.
6. **Early Termination of Software Assurance.** Customer may terminate Software Assurance by providing sixty (60) days written notice to Cott. Cott is entitled to recover from Customer and Customer shall pay twenty-five percent (25%) of the sum of the remaining monthly Software Assurance fees for the then-current term as liquidated damages and not as a penalty. Cott will cease providing the Software Assurance on the last day of the monthly term that occurs sixty (60) days after Cott's receipt of the termination notice. Customer will be responsible for the monthly Software Assurance fees up to the date of termination. If any software license fees remain payable under this Addendum, all such fees shall be paid in full at time of Software Assurance termination.
7. **Training.** Cott will provide training on the operation of the Software as specified in the Schedule. Cott training options may include though are not limited to training at Customer's location, training at Cott's location and remote online training over the internet. Training days are measured by the number of Cott personnel utilized, multiplied by the number of days that training is provided and include travel time for Cott personnel to travel to and from Customer's location. For example, two Cott personnel traveling one-half day to Customer's location, providing four days of training, and traveling one-half day to return to Cott would amount to 10 training days. One day of training shall be defined as not fewer than 6 and ½ hours. Cott reserves the right to charge additional fees for additional training requested by Customer, and for training beyond the scope of training specified in the Schedule. Cott will notify Customer of any additional charges.
8. **Patent and Copyright Indemnification.** Cott will defend at its expense any action brought against Customer based upon a claim that the Software infringes any patent, copyright, trade secret or other proprietary right of any third party and pay any costs and damages finally awarded against Customer in such action, which are attributable to such claim, provided that Customer notifies Cott promptly in writing of the claim and Cott is given the opportunity of fully participating in the defense and/or agrees to any settlement of such claim. Such indemnity, however, is specifically exclusive of any such claims which arise or result from the alteration of the Software by anyone other than Cott; the misuse of the Software; the use of the Software in combination with software not delivered or furnished by Cott; or use of the Software in the manner for which the same was neither designed nor contemplated. If Customer, as a result of a dispute regarding a proprietary right, is required to cease using the Software, Cott shall either (i) modify the Software so that Customer's use hereunder ceases to be infringing or wrongful, or (ii) procure for Customer the right to continue using the Software. If, after reasonable efforts, Cott is unable to achieve either (i) or (ii) above, either party shall have the right to terminate this Addendum upon thirty (30) days written notice to the other.
9. **Warranty.** Cott warrants that the Software will perform in substantial accordance with the functional overview provided in the Schedule for so long as Customer subscribes to Software Assurance. Customer shall give Cott prompt notice of any defect. If Cott determines that the Software is defective in materials or workmanship and is covered by the warranty, Cott will either repair the defect or replace the defective portion of the Software. Cott will be afforded a commercially reasonable period of time to remedy the defect and will not be considered in breach if Cott commences to cure the defect within such period and diligently proceeds towards the remedy of the defect. The foregoing are Customer's sole and exclusive remedies for breach of this warranty. This warranty is expressly contingent upon proper use and application of the Software at all times in accordance with the Documentation and provided Customer has installed all Patches and Releases available since the install date. The warranty does not apply if (a) the Software is modified or adjusted by anyone other than Cott's authorized representatives; (b) the modification, adjustment or replacement of the Software is required wholly or partially because of accidents, neglect or improper operating conditions; or (c) malfunctions or errors are caused by defects in Customer's associated equipment, software, terminals or networks.



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## INFORMATION MANAGEMENT SOLUTIONS

10. **Disclaimer of Warranty.** COTT DISCLAIMS ANY AND ALL RESPONSIBILITY OR LIABILITY FOR THE ACCURACY, CONTENT, DISCLOSURE, COMPLETENESS, LEGALITY OR RELIABILITY OF INFORMATION DISPLAYED AS A RESULT OF THE USE OF THE SOFTWARE. EXCEPT AS SPECIFICALLY SET FORTH HEREIN, NEITHER COTT NOR ANY OF ITS VENDORS MAKES ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE SOFTWARE OR THE OTHER PRODUCTS OR SERVICES PROVIDED BY COTT OR THE FUNCTIONALITY, PERFORMANCE, RELIABILITY, COMPLETENESS, TIMELINESS, SECURITY OR RESULTS OF USE THEREOF. WITHOUT LIMITING THE FOREGOING, EXCEPT AS SPECIFICALLY SET FORTH HEREIN, NEITHER COTT NOR ANY OF ITS VENDORS WARRANTS THAT THE SOFTWARE OR THE OTHER PRODUCTS OR SERVICES PROVIDED BY COTT OR THE OPERATION THEREOF ARE OR WILL BE COMPLETE, ACCURATE, ERROR-FREE, UNINTERRUPTED OR SECURE OR MEETS OR WILL MEET CUSTOMER'S REQUIREMENTS.
11. **Confidentiality.** "Confidential Information" means object code and machine-readable copies of the Software, Documentation, information, specifications, trade secrets, viewable pages, screen shots or other images of the Software intended for use or viewing only by employees of Customer (as opposed to the public at large) and any other proprietary information supplied to Customer by Cott. Customer acknowledges that the Confidential Information constitutes valuable trade secrets and agrees that it will use the Confidential Information solely in connection with its internal use of the Software and will not disclose, or permit to be disclosed, the Confidential Information to any third party without Cott's prior written consent.
12. **Data Presented.** While the Software allows for excluding certain data from being viewable when accessing the Customer's base system, Customer acknowledges and agrees that Customer is responsible for complying with all applicable laws regulating the disclosure of private, sensitive or personal information. Cott exercises no control over, and specifically rejects any responsibility for the form, content, accuracy or quality of information passing or obtained through or resident on Customer's base system. Customer is responsible for determining which records, fields, data, images or portions thereof, are available for searching or viewing from Customer's base system. Customer will be responsible for implementing and carrying out such standards, and Customer is responsible for any data input errors. If Customer's searchable data is accessible over the internet, Customer will permit Cott to include in the viewable portion of Customer's web site customary terms of use applying to Customer's end-users, and any provisions reasonably required by Cott from time to time.
13. **Ownership of Software and Data.** Nothing in this Addendum shall be construed to grant Customer any ownership right in the Software or Documentation. Cott and Customer agree that Cott is the owner of the Software and the overall look, feel and design of the Software. Customer is the owner of the data on Customer's system. Customer owns all rights and privileges to such data and Cott will not remarket or claim ownership in it.
14. **Indemnity.** Where permitted by applicable law, Customer agrees to indemnify and hold harmless Cott and its employees and agents from and against any claims, causes of action, losses, damages, costs or expenses (including reasonable attorneys' fees) arising out of or relating to the use of Customer's system by third parties and end-users.
15. **End Users.** Customer acknowledges and agrees that Customer, and not Cott, will provide customer service for Customer's end-users, including though not limited to public searchers and internet users of Customer's system, and accordingly Customer will be the point of contact for all questions and problems from Customer's end-users. If the standard software template permits Customer to establish individual end-user accounts with passwords, Customer is responsible for establishing, managing and monitoring end-user accounts.
16. **Standard Terms.** Cott's *Master Agreement for Products and Services* also applies to the provision of products and services by Cott under this Addendum and the terms of such agreement are hereby incorporated by reference. The terms actually set forth in this Addendum will govern in the event of any conflict or inconsistency between its terms and the terms set forth in any other document between the parties.

The terms of this Addendum govern the provision of Software and services by Cott under this Addendum and any Schedule executed by Cott and Customer hereunder. Schedules may be executed at anytime during the term of this Addendum and will become part of and be incorporated in this Addendum.



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INFORMATION MANAGEMENT SOLUTIONS

**Amendment to Addendum for Microfilm Creation Services**

This is an Amendment to the Addendum for Microfilm Creation Services ("Addendum") by and between **Cott Systems, Inc.** ("Cott") and its customer ("Customer") identified herein.

Whereas, a Master Agreement for Products and Services will take the place of the End User License and Software Assurance Agreement between Cott and Customer.

Whereas, the Addendum will continue in force according to its terms.

Cott and Customer acknowledge and agree that the Master Agreement will now apply to the provision of products and services by Cott under the Addendum and the terms of the Master Agreement are incorporated by reference into the Addendum. The terms actually set forth in the Addendum will govern in the event of any conflict or inconsistency between its terms and the terms set forth in any other document between the parties.

Cott and Customer have entered into this Amendment as of the date it is signed by Customer.

Addendum for Microfilm Creation Services 2/28/2007  
(Date Signed)

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**Bethel CT**

(County, Parish or Town)

**CUSTOMER**



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INFORMATION MANAGEMENT SOLUTIONS

**Amendment to Land Records Audit Service Agreement**

This is an Amendment to the Land Records Audit Service Agreement ("Addendum") by and between **Cott Systems, Inc.** ("Cott") and its customer ("Customer") identified herein.

Whereas, a Master Agreement for Products and Services will take the place of the End User License and Software Assurance Agreement between Cott and Customer.

Whereas, the Addendum will continue in force according to its terms.

Cott and Customer acknowledge and agree that the Master Agreement will now apply to the provision of products and services by Cott under the Addendum and the terms of the Master Agreement are incorporated by reference into the Addendum. The terms actually set forth in the Addendum will govern in the event of any conflict or inconsistency between its terms and the terms set forth in any other document between the parties.

Cott and Customer have entered into this Amendment as of the date it is signed by Customer.

Land Records Audit Service Agreement      2/28/2007  
(Date Signed)

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**Bethel CT**

(County, Parish or Town)

**CUSTOMER**



## INFORMATION MANAGEMENT SOLUTIONS

### Upgrade and Renewal Services Schedule

For Lisa Bergh, Town Clerk, Bethel CT

Prepared on Friday, March 25, 2011

For a term of 12 months, from March 1, 2011 through February 28, 2012, followed by (2) 12 month renewal terms (subject to funds appropriation, see addendum pg 3 of 19). Cott will provide the following products and services



Advancing your office to **resolution3** means your Land Records Management software will now be utilizing the latest Microsoft .NET technology for fees, indexing, imaging and search. **resolution3** provides increased flexibility, greater operational efficiency, ease of use for even the novice computer user, outstanding performance, greater stability and definitive accuracy. **resolution3** also provides a fluid path to future software updates with the unchanged, outstanding quality of Cott customer support .

#### Scope of Project

- Install **resolution3** on servers and stations currently running Resolution
- Train you, your staff and your in-office public searchers on the updated features so as to provide the maximum efficiencies afforded by the software.

#### Assumptions and Requirements

- Customer is currently subscribed to Software Assurance for Resolution.
- Customer's participation in User Group meeting or webinar featuring **resolution3** is highly encouraged.
- Before software training begins, any changes in office procedures, workflow and job duties must be relayed to all staff involved.
- Trainees must be available during the scheduled training sessions.
- Cott Customer Support requests will be addressed as defined in Cott's **Service Level Agreement for resolution3 ~ First 60 Days**.
- Cott will install **resolution3** and related third party software on workstations and servers.
- While **resolution3** has capabilities to bring efficiencies to Customer's document workflow, customer is not required to change their current workflow in any manner.
- Each web server for **resolution3** requires 3<sup>rd</sup> party software.
- Each **resolution3** workstation requires a 3<sup>rd</sup> party software bundle.
- Customer's current right to use Resolution software automatically transfers over to **resolution3** software. For example, if customer has a perpetual right to use Resolution software, customer is granted same perpetual right to use **resolution3** software. Reversely, if customer has a right to use Resolution software for a specified term, customer is granted same right to use **resolution3** for same specified term.
- Customer is responsible for any additional equipment they may desire to improve their workflow; please check [Hardware Specifications page for compliancy](#).
- SQL 2005 is required on Database Server.

#### Cott To Supply

- **resolution3** software
- 3<sup>rd</sup> party software license for web services (IIS) one (1) server
- 3<sup>rd</sup> party software licenses for each of the three (3) **resolution3** workstation(s)



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## INFORMATION MANAGEMENT SOLUTIONS

- Training: Onsite installation of software, 3 onsite days of training, scheduled according to Customer's preference.
- (1) software trip to customer site
  
- Replacement Database Server
- MS Windows Server 2008
- MS SQL Server 2008 Workgroup
- Symantec Backup Exec 2010 with SQL Agent
- (3) replacement stations
- Antivirus and remote access provisions for server/stations
- (2) onsite hardware implementations days
- (1) hardware trip to customer site

**Continuation of Software Assurance Services** for Resolution/ resolution<sup>2</sup> Small Business Edition software for three (3) software users licenses for Indexing, Imaging and Fees.

- Software Assurance allows unlimited phone support and unlimited remote modem support as outlined in the Customer Support Processes Exhibit.
- Software Assurance provides software updates developed by Cott for the purpose of fixing a previously unidentified software "bug." Software Assurance also entitles the Customer to receive, at no additional charge, software updates developed by Cott which contain enhancements that increase the speed, efficiency, or ease of operation of the current version of software. Cott adheres to a well-defined Software Update Process, utilizing your counterparts in your state as well as our own internal experts to identify and review any and all software updates prior to their release.

### Continuation of Microfilm Creation Services

Once Cott receives a series of scanned record book images from the Customer's system, the newly received images are compared against previously received series. If a gap in dates or a gap in the page numbers appears in the series, Cott will telephone Customer to describe the gap and help Customer remedy the situation. The series of images is then officially logged into a history database and an internal workflow sheet is generated.

With the help of software, the suitability of the images is assessed, and images are readied to meet state mandated microfilm requirements relating to optimal density levels, reduction ratios, and diverse target sheets. The machine-readable digital data is transferred onto human-readable microfilm using laser technology, and then the microfilm is developed. The Computer Output Microfilm (COM) generated will meet State Archives and Records Administration [SARA] and American National Standards Institute [ANSI] archival requirements for permanent records.

Each roll of microfilm must pass a quality control inspection, then is labeled to identify its content, and matched against the workflow sheet prior to its release.

#### Assumptions and Requirements for Microfilm Creation

- Images received by Cott need to be of usable quality, in single page .TIF (preferred) or .PDF format, where each recorded page is equal to one (1) .TIF or one (1) .PDF file.
- Images are assumed to be not larger than 8 ½" by 17", and file size not larger than 2.7 MB.
- The microfilm creation fee is based on a per image or per page fee and the actual number of images processed.
- Our standard duplication process is diazo vs. a silver copy.



## INFORMATION MANAGEMENT SOLUTIONS

### Backfile Conversion of Record Books

Cott Systems will provide the services to electronically capture and catalog images of the Record Books specified above, import them for access via the "Search" feature in Cott's Resolution system, and create the necessary linkage to programmatically attach the images to the corresponding electronic index data. Unique features within the Resolution Search will allow users to search electronic index data and display associated images online.

### Record Books representing Land Records

|                             |   |
|-----------------------------|---|
| Record Book Source:         | Onsite scanning   |
| Volume Range:               | Book 106 Page 1 through Book 343 page 350   |
| Estimated number of images: | 83,300 [238 books, 350 pages]   |
| Book Type:                  | Loose Leaf  |
| Date Range:                 | 1/1/1973 through _____  |
| Corresponding Index Data:   | Checkmark here ___ to indicate corresponding index data is available in index database from 1/1/973 through May 1985. |

\_\_\_ Customer initials here confirm the project scope presented above has been completed by the Customer, and is accurate.

### Project Management

To provide a smooth and seamless implementation of this project, Cott Systems will assign a Project Coordinator to your project. The Project Coordinator will receive the survey and evaluation of the project details gathered to date and work with a team to determine any additional information needed to complete your project and to coordinate the onsite scan efforts. As work progresses, the Project Technician will keep you informed of the status and timeline.

Once the images are prepared for importing, Cott will send the images to the Customer, and then contact the Customer shortly thereafter for Customer's assistance in making the media with the images assessable to your system. Cott will then remotely access your system to import and link the specified images. Upon completion, a report will be generated at the Customer site for the Customer to review; this report will provide the actual number of images imported and will identify any images with exceptions. It is Customer's responsibility to check the images with exceptions and determine what if any next step(s) should be taken.

### Assumptions and Requirements

#### General Assumptions

- A supported version of Cott's Resolution Search application is currently installed and running.
- Source documents provided and utilized by the Customer are assumed to be of usable quality, are complete, and are numbered and presented in sequence.
- A Missing Page Report will be provided in the event missing pages are encountered.
- The import and link software program is for this project's use and shall expire upon completion of this project.
- The import process will not account for multiple instruments on one image where an instrument on the image continues to the next page (a different image).
  - Cott Systems is able to provide a solution for such situations by developing a different utility. This utility is subject to an additional fee. If customer is interested in this utility, customer should advise their Sales Representative.
- Cott is not responsible for the integrity of the index data nor is Cott responsible for correcting any anomalies with the index data.



## INFORMATION MANAGEMENT SOLUTIONS

- Any anomalies in the indexed data that may prevent images from properly linking will be flagged and reported to the customer in a log file during the import process.

### General Requirements

- Cott will send a team on-site to the customer's location to gather images utilizing Cott's On-site Scanning Process. Customer books may be disassembled then re-assembled to obtain pages for scanning.
- Cott will track the Customer's media/images from receipt to return.
- Cott will provide Quality Control for sequencing and naming of images to match the actual page numbers or instrument numbers on the documents.
- Upon starting the project, bi-weekly updates will be given to the Customer until the project is completed.
- Books are loose leaf (not bound).
- Page size is less than 11 x 17 (does not include large plats)
- The images will take up approximately 7 GB of space on Customer's system; additional disc space provisions are not included in this offering.
- The pricing is based on a group rate where multiple towns are committing to backfile scanning work with Cott.
- The commencement of the project will be based on coordination with multiple towns.

### Implementation Plan

Customer acknowledges that in order for Cott to carry out the following Implementation Plan, Customer is required to fulfill the responsibilities described below:

#### Phase I - Planning

|  |                |
|--|----------------|
| Receipt of signed contract by Cott           | Customer, Cott |
| Capture images <u>in group scan manner</u>   | Cott, Customer |
| Evaluate images for quality and completeness | Cott, Customer |
| Catalogue and link images                    | Cott           |

#### Phase II - Implementation

|  |      |
|--|------|
| Customer Base System analysis                                | Cott |
| Software and data prepared for shipping to Customer          | Cott |
| Ship software and data for install on Customer's Base System | Cott |
| Final project review   | Cott |

#### Phase III - Deployment

|  |                |
|--|----------------|
| Remote installation of software and data on Customer's Base System | Cott           |
| Installation of any necessary hardware on Customer's Base System   | Cott           |
| Oversee automated process through to project completion            | Customer, Cott |

***Cott is confident we will hit the minimum image page threshold of 250,000 images (from which the special group pricing presented in this contract is based upon). Though in the unlikely event less than the expected quantity of images is received from various towns in CT and VT, the price is subject to increase. If the price changes, Cott will notify you and issue a revised contract prior to beginning any backfile work.***



INFORMATION MANAGEMENT SOLUTIONS

Term | Initial Contract Term | 12 months, followed by (2) 12 month renewal terms (subject to funds appropriation, see addendum pg 3 of 19).

Schedule of Payments Effective 3/1/2011 to 2/28/2012

Invoice upon Cott's receipt of signed contract for 12 months, followed by (2) 12 month renewal terms. \$2,455/mo

resolution

- Hardware and Network Software
Software Assurance Services
Hardware Maintenance Services
Microfilm Creation Services
Backfile Services

Monthly fee has been reduced by \$350/mo

Invoices are due within thirty (30) days of issue

Customer initials

Continuation of Auditing Services

Auditing Service -on a regular basis, Customer's staff exports index data and images of recorded Land Records to CD/DVDs. At Cott, auditors compare index data against actual copies of the recorded documents reflected on the CDs/DVDs. Pursuant to the provision of Public Act No. 225, auditors make a comparison of the critical elements of the indexed data that relate to the ability of a user to efficiently and accurately complete his search. Auditors focus on the Date of Filing, Book/Page (and/or File Number), Kind of Instrument, Indexed Names and the correct assignment of parties as Grantors or Grantees. When questionable entries are identified, inquiries are forwarded to Customer's staff. Customer's staff has the opportunity to review the questions and immediately modify any instrument as it is reflected in Customer's system database.

Audit Fee -continue at rate of \$0.58 per instrument.

Audit Invoice -auditing is invoiced separately; auditing fee is in addition to other monthly fee(s) stated

Customer initials here indicate Customer wishes to continue auditing services.



INFORMATION MANAGEMENT SOLUTIONS

**Service Level Agreement for resolution<sup>3</sup> - FIRST 60 DAYS**

Cott is committed to a Service Level Agreement ("SLA") for resolution<sup>3</sup> installation issues reported to Customer Support. The SLA establishes response times and resolve times, based on priority level.

Cott Customer Support will attempt to respond to and resolve customer issues within the time frames outlined in the table below.

**Respond Time:** Cott will confirm awareness and assignment of issue and begin troubleshooting within this time frame

**Resolve Time:** Cott will strive to solve the issue within this amount of time \*

\*Resolve times are estimated. Times may vary depending on the circumstances (i.e. complexity, connectivity, 3rd party support, resource availability, etc.)

All estimates are based on normal business hours and business days.

| Level                    | Definition  | Estimated Respond Resolve Times*                               |
|--------------------------|---|--|
| Priority 1 (High)        | <p>Problem/Request that is significantly impacting office workflow to the point of zero productivity; <u>there is no workaround.</u></p> <p>Issue involving data integrity.</p> <p>Or situation requires priority focus due to extenuating circumstances.</p> | <p>0-30 min. <b>Respond</b></p> <p>0-6 hrs. <b>Resolve</b></p> |
| Priority 2 (Medium-High) | <p>Problem/Request is impacting office workflow; however, <u>there is a workaround.</u></p> <p>Or situation requires priority focus due to extenuating circumstances.</p>   | <p>0-2 hrs. <b>Respond</b></p> <p>0-1 Days <b>Resolve</b></p>  |

Any resolution<sup>3</sup> support calls during Go-Live and for 60 days thereafter are a Priority 1 or 2.

This SLA may be redefined as needed based on customer needs. This SLA is only valid beginning Go-Live and the 1<sup>st</sup> sixty days thereafter. After such point, the original SLA entitled Customer Support Processes Exhibit will apply.

### Recommended Hardware Specifications: resolution3

#### DB Server

Intel® Xeon® X5680, 12MB Cache, 3.33GHz, 1333MHz FSB  
24GB RAM  
Ultrium 4 Tape Library  
2 TB+ Raid 5 with 15k drive speeds  
Windows Server 2008 R2 (Correct # of Cals)  
Microsoft SQL Server 2008  
Backup Exec 2010



#### WebServer

Intel® Xeon® X5650, 2.66GHz, 12MB Cache, 1333MHz FSB  
Windows Server2008 R2  
8GB RAM

#### Workstations

Intel® Core™ i7 Processor 860, 2.8GHz, 8MB Cache, 1333MHz FSB  
Windows 7 Professional 32-bit / Windows® XP Professional, SP3 32-bit  
4GB RAM



**Dual Monitor Workstations** Intel® Core™ i7 Processor 860, 2.8GHz, 8MB Cache, 1333MHz FSB  
Windows® XP Professional, SP3, 32-bit  
4GB RAM  
2 - 19' Widescreen, Adjustable Stand, VGA/DVI Monitors  
512MB, Dual Monitor DVI or VGA (TV-Out), Graphics Chipset



## INFORMATION MANAGEMENT SOLUTIONS

### Customer Support Processes Exhibit

"Cott Systems has the best customer support in the industry...in **ANY** industry!  
It is phenomenal!"  
\*Windsor Locks, CT\*

#### Philosophy

Cott Customer Support is best in class. Our relationship with the customer, seeing them as a member of the Cott family, has been key to our success. Our team of analysts and programmers has been working in this industry on average for 10+ years. They are passionate about ensuring your experience is nothing less than excellent. We know that Customer Support is most often the reason a customer will choose to stay or leave their software vendor. Cott is focused on the customers' experience. In fact, our management philosophy across the organization is *"serve the customer or serve someone who is"*. Retaining our customers is vital! Cott Customer Support is its own business unit that has Board level visibility and Key Performance Indicators (KPI's) to measure customer satisfaction levels, response/resolve rates and answer time (these are just a few of the key metrics). We provide our customers with the best support possible; this high level of customer care has resulted in Cott having an exceptional level of customer retention!

#### What Customers Can Expect

- **Customized Support** a dedicated staff providing a customized level of service with a personal touch (our customers are a part of our family).
- **Personable Greeting:** a warm live voice always answers the phone 7:00 a.m. – 6:00 p.m. EST.
- **Experienced Analyst:** The analysts at the support desk have an average of 10 years experience working in the industry.
- **Monitoring:** Key performance indicators monitored at the executive board level to ensure we are maintaining adequate service levels.
- **Sense of Urgency:** a defined escalation procedure that includes weekly operational meetings to review accounts that require extra care.
- **State & Industry Wide User Groups and Conference Calls:** an opportunity to network with peers, discuss state initiatives, software tips & tricks, workflow processes, etc.

#### How Your Journey Begins: Contacting Customer Support

Cott Customer Support is available using any of the follow methods:

- **Toll free hotline: 800-588-COTT**
  - **On average, 95% of all calls are answered in less than 2 min.**
  - **On average, 80% of all calls are answered in less than 20 seconds.**
  - Cott- in house- personnel are available during normal business hours: **Monday through Friday, 7:00 am through 6:00 pm, Eastern Time, excluding holidays.**
  - Voicemail: During business hours or after business hours, Cott customers always have the option of leaving a voice mail message for the Customer Support Team. Voicemail will be checked every hour during normal business hours.
- **Email: support@cottsystems.com**
  - For less urgent issues, a Customer Support representative will check all email sent to this address within one hour of receipt during normal business hours.
- **Fax: 866-540-1072**
  - For less urgent issues, a Customer Support representative will check all faxes sent to this number within one hour of receipt during normal business hours.



## INFORMATION MANAGEMENT SOLUTIONS

### Customer Support Structure & Processes

A Cott Customer Support Call Coordinator will be handling the majority of all incoming requests. The coordinator is responsible for monitoring all incoming contact via the toll-free hotline, email and facsimile to customer support. Tier 1 and Tier 2 Technicians will share this responsibility in the event the coordinator is unavailable. The coordinator's role is not to solve incoming customer requests. The coordinator will gather requests coming into customer support, then distribute to the proper resource group (Tier 1, Tier 2, or Tier 3) using group queues. This ensures minimal hold times and allows customer support to more effectively and efficiently resolve issues.

**Tiered Support:** There are three distinct tiers within Customer Support. This tiered structure ensures proper levels of knowledge and focus for issues reported.

- **Tier 1 (Generalists):** Comprised of technicians who are generally knowledgeable about all facets of requests coming into support, Tier 1 strives to resolve the issue within one phone call and with minimal time. **The industry standard shows that 48% of issues are resolved at the Tier 1 support level; Cott Support resolves 54% of customer issues at Tier 1!**
- **Tier 2 (Specialists):** Comprised of technicians who focus on complex issues, Tier 2 typically resolves 90%-95% of assigned issues. **The industry standard for issues resolved at the Tier 2 support level is 16%; Cott Support resolves 36% of customer issues at Tier 2!**
- **Tier 3 (Experts):** Comprised of systems engineers and software developers who are subject matter experts, Tier 3 has a group focused on hardware and systems issues, and a group focused on software issues.



INFORMATION MANAGEMENT SOLUTIONS

**Service Level Agreement**

We believe it is important to set goals and communicate expectations. As a result, we have a Service Level Agreement (SLA) that is in place to serve two purposes, 1) communicate with our customer when they can expect a matter to be responded to and resolved, and 2) provide our team a goal that is measurable for performance management (to ensure your experience is excellent).

**Respond Time:** The time it takes to assign the issue to a customer support analyst.

- On average, 82% of issues are responded to within SLA.

**Resolve Time:** The time it takes to completely resolve the issue.

- On average, 83% of all issues resolved within SLA, 50% resolved the same day.

Resolve times are estimated--times may vary depending on the circumstances (i.e. complexity, connectivity, 3<sup>rd</sup> party support, resource availability, etc.).

| Level                           | Definition  | Estimated Respond & Resolve Times     |
|---------------------------------|---|---------------------------------------|
| <b>Priority 1 (High)</b>        | Problem/Request that is significantly impacting office workflow to the point of zero productivity; <u>there is no workaround</u> .<br>Issue involving data integrity. | 0-30 min. Respond<br>0-6 hrs. Resolve |
| <b>Priority 2 (Medium-High)</b> | Problem/Request is impacting office workflow; however, <u>there is a workaround</u> .   | 0-2 hrs. Respond<br>0-3 Days Resolve  |
| <b>Priority 3 (Medium)</b>      | Problem/Request has minimal impact on office workflow; more of an isolated problem.   | 0-1 Day Respond<br>0-5 Days Resolve   |
| <b>Priority 4 (Medium-Low)</b>  | General inquiries not impacting office workflow.  | 0-5 Days Respond<br>0-30 Days Resolve |
| <b>Priority 5 (Low)</b>         | Change / Enhancement requests. Or, other types of requests that require careful planning or significant resource time.  | To Be Determined                      |

*All estimates are based on normal business hours and business days.*



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## INFORMATION MANAGEMENT SOLUTIONS

### Escalation Procedures

To ensure our customer's experience is positive, we have an escalation process that can be engaged anytime by a customer and/or internally to create more awareness and responsiveness to customer issues. This process is supported by a weekly operations meeting which is attended by executive level staff. All escalated issues are reviewed and action plans are developed to remedy as soon as possible.

Customers may contact Cott's Customer Support Manager at any time to discuss matters of concern.

Customer Support Manager

**Jodi Passwaters**

Office: 800-234-COTT, Ext.257

Email:

[jpasswaters@cottsystems.com](mailto:jpasswaters@cottsystems.com)

Vice President, VP Planning and  
Operations

**Jodie Bare**

Office: 800-234-COTT, Ext.316

Email: [jbare@cottsystems.com](mailto:jbare@cottsystems.com)

President

**Gary Ross**

Mobile: 614-578.3668

Email: [gjross@cottsystems.com](mailto:gjross@cottsystems.com)

### Software Assurance

Cott's Software Assurance allows unlimited phone support and unlimited remote modem support. Software Assurance provides software patches and releases to the current version of our software to increase speed, improve efficiencies, and enhance the ease of operation for you and your staff. We adhere to a well-defined software update process, utilizing your counterparts in your state as well as our own internal experts to identify and review any and all software updates prior to their release.

### Customer Service Excellence: what our customers say

Every year we work with an outside Customer Loyalty Auditing firm who surveys our customers to inquire about their experience with Cott. This auditing firm provides an annual report to help us understand what we do really well and the areas we can improve upon. It is through this program that we know so many of our customers are not just satisfied but loyal. In fact, **97% of the customers surveyed indicated they would likely recommend Cott to others.** We will share with you some direct quotes from our customers. We also encourage you to call our customers to hear what they have to say directly.

- ***"Best support desk I have ever dealt with, they always jump right on my problem and fix it right away."***  
Sherry Odom, Marlboro, SC
- ***"I find everyone very helpful and excellent at getting back to us regarding our issues. They are always willing to resolve things quickly for us."*** Patty Williams, Salisbury, CT
- ***"We are very happy with customer service at the support desk."*** Kim Garvis, Durham, CT

"As Customer Support Manager I am the champion of every Cott customer. I value our customers and realize that I am the overseer of a precious commodity; customer perception." Jodi Passwaters, Cott Support Manager

**TOWN OF BETHEL  
FISCAL YEAR 2011-2012  
BUDGET WORKSHEET**

| TOTAL ALL DEPARTMENTS | REQUESTED<br>2010-2011 | BUDGET<br>2010-2011 | REQUESTED<br>2011-2012 | BOARD OF<br>FINANCE | ADD (DEDUCT)     |
|-----------------------|------------------------|---------------------|------------------------|---------------------|------------------|
| <b>BUDGET TOTALS</b>  | <b>63,827,843</b>      | <b>62,251,619</b>   | <b>63,639,413</b>      | <b>63,051,471</b>   | <b>(587,942)</b> |
|                       |                        | (1,576,224)         | 2.229%                 |                     |                  |

|                                      | REQUESTED<br>2010-2011 | BUDGET<br>2010-2011 | REQUESTED<br>2011-2012 | BOARD OF<br>FINANCE | ADD (DEDUCT) |
|--------------------------------------|------------------------|---------------------|------------------------|---------------------|--------------|
| TOTAL TOWN OPERATING BUDGET          | 21,108,874             | 20,223,806          | 20,734,419             | 20,299,587          |              |
|                                      |                        |                     | 2.525%                 | 0.375%              |              |
| TOTAL BOARD OF ED BUDGET             | 38,026,031             | 37,504,875          | 38,041,050             | 37,991,050          |              |
|                                      |                        |                     | 1.430%                 | 1.296%              |              |
| TOTAL BOARD OF ED MAINTENANCE BUDGET | 333,335                | 333,335             | 555,127                | 452,017             |              |
|                                      |                        |                     | 66.537%                | 35.604%             |              |
| DEBT SERVICE                         | 4,359,603              | 4,189,603           | 4,308,817              | 4,308,817           |              |
|                                      |                        |                     |                        | 2.845%              |              |
| TOTAL BUDGET                         | 63,827,843             | 62,251,619          | 63,639,413             | 63,051,471          |              |
|                                      |                        | (1,576,224)         | 2.229%                 | 1.285%              |              |
|                                      |                        |                     |                        | (587,942)           |              |
|                                      |                        |                     |                        | (799,852)           |              |
|                                      |                        |                     |                        | -1.28%              |              |

|  |           |
|--|-----------|
| Estimated MIL Rate                           | 23.22     |
| Current MIL Rate                             | 22.44     |
| Increase in MIL Rate                         | 0.78      |
| % Increase in MIL Rate                       | 3.47%     |
| Estimated Tax Increase on 270K Assessed Home | \$ 208.46 |