

# AGENDA

## ITEM

4.a.

**CLINTON BOARD OF SELECTMEN  
TUESDAY, NOVEMBER 25, 2008  
6:30 P.M.  
SELECTMEN'S ROOM, TOWN OFFICE**

**MINUTES**

**CALL TO ORDER:** Chairman Towne called the meeting to order at 6:30 p.m.

**PLEDGE OF ALLEGIANCE:** Chairman Towne led the Pledge of Allegiance.

**SELECTMEN PRESENT / QUORUM:** Chairman Jeff Towne, Vice Chair, Joseph Massey, Randy Clark, Chester Nutting, David Watson II. Also present Town Manager James Rhodes, Deputy Town Clerk Shirley Bailey.

**ACTION ITEMS.**

**Approval of Selectmen's Minutes – November 10, 2008**

Selectman Clark moved Board approve minutes of the November 10, 2008, second by Selectman Nutting Vote 5-0 Approved

**Appointment of Board of Appeals regular member.**

Selectman Clark moved the Board appoint Robert Simonson, 774 Bangor Road, Clinton, Maine as a regular member of the Board for the term November 26, 2008 through June 30, 2010. second by Selectman Watson. After some discussion the Board decided Mr. Simonson should come in and meet the Board members. Selectman Clark withdrew his motion and Selectman Watson also withdrew his second. Selectman Clark moved to table the appointment and was second by Selectman Massey. Vote 5-0 Approved

**Resolution 08-19: Town Manager's submission of the 5-Year Capital Improvement Program.**

Selectman Clark moved the Board adopt Resolution 08-19, second by Selectman Massey. Vote 5-0 Approved

**Board approval of the PSAP Call Handling Agreement between the Somerset County Commissioners and the Town of Clinton.**

Selectman Clark moved the Board authorize the Chair, Board of Selectmen to sign the PSAP Call Handling Agreement between the Somerset County Commissioners and the Town of Clinton at a rate of \$1.00 per capita, second by Selectman Nutting. Vote 5-0 Approved

**Appointment of Budget Committee Member**

Selectman Clark moved the Board appoint Debra Baker, 47 Beaudoin Road, Clinton, Maine as a member of the Budget Committee for the term November 26, 2008 through June 30, 2009, second by Selectman Massey. Vote 5-0 Approved

**Resolution 08-20: Acceptance of the Audit Report for the Year Ending June 30, 2008.**

Selectman Clark moved the Board adopt Resolution 08-20, to accept Audit Report, second by Selectman Nutting. Vote 5-0 Approved

**DISCUSSION ITEMS:**

Code Enforcement Officer position. Selectman Nutting requested this item be put on the agenda for the next Board Meeting. They would like to know more about, and see a copy, of the State Laws regarding Code Enforcement.

Planning Board Ordinance change proposals. Michael Walton, Chair of the Planning Board, gave a review of the Mineral Extraction Ordinance and other recommended ordinance changes. He also provided information to the BOS regarding the Board of Appeals decision regarding the Wilbur property. He requested guidance from the BOS regarding the depth of the Appeals Board decision. BOS suggested the PB write a letter to the Appeals Board with their concerns.

**SUPPLEMENTS AND ABATEMENTS:** None

**TOWN MANAGER'S REPORT:**

Plans are being worked out for the Clinton Mill Site. The Parks and Recreation Board met with Wright Pierce Engineering Architecture. Bids will go out later part of March, 2008.

**OLD / NEW BUSINESS:** None.

**WARRANT** Selectman Clark moved the Board accept Warrant # 34 in the amount of \$135,356.92, second by Selectman Watson. Vote 5-0 Approved

**NEXTAGENDA ITEMS:**

CEO Position

Capital Improvement

**COMMENTS/QUESTIONS FROM THE PUBLIC CONCERNING MATTERS NOT RELATED TO ITEMS ON THE AGENDA. THE BOARD'S RULES OF PROCEDURE HAS IMPOSED A 15 MINUTE TOTAL TIME LIMIT.**

Michael Walton expressed his concerns regarding the inmates working at the Transfer Station. He is concerned about people's identification being stolen.

**ADJOURN:**

Selectman Nutting moved the Board adjourn, second by Selectman Clark  
Vote 5-0 Approved Adjourned at 8:04 PM

Respectfully Submitted

Shirley J. Bailey  
Deputy Town Clerk

# AGENDA

## ITEM

4.c.

## Selectmen's Office

MUNICIPALITY OF CLINTON

December 9, A.D. 2008

To **Robert Simonson** of Clinton the County of Kennebec and the State of Maine: There being a vacancy in the position of **Board of Appeals Regular Member**, the Selectmen of the Municipality of Clinton do, in accordance with the provisions of the law of the State of Maine, hereby appoint you as a Regular Member of the Board of Appeals within and for the Municipality of Clinton, such appointment to be effective from December 10, 2008 through June 30, 2010.

Given under our hand this 9th day of December, 2008.

By The Board of Selectmen of Clinton, Maine

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

STATE OF MAINE

County of Kennebec

\_\_\_\_\_, 2008

Personally appeared the above named Robert Simonson who has been duly appointed by the Selectmen as a Board of Appeals Regular Member in said Municipality, and took the oath necessary to qualify him to discharge said duties for the term specified above according to law. Before me,

\_\_\_\_\_ Municipal Clerk



**AGENDA**

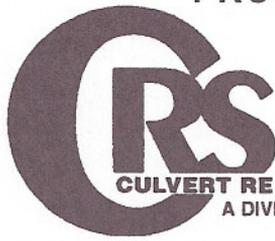
**ITEM**

**4.d.**

# PROPOSAL

2841 TURNER ROAD  
AUBURN, ME 04210

TEL: 207-784-0610  
FAX: 207-784-6048



**CULVERT REHABILITATION SERVICES**  
A DIVISION OF C.L.H. & SON INC.

PROPOSAL FOR: Mr. James W. Rhodes	PHONE NO. 207-426-8511	DATE: 11/25/08
ADDRESS: Town of Clinton 27 Baker St. Clinton Me 04927	OWNER: Town of Clinton	
	PROJECT NAME & ADDRESS: Culvert Lining on Hill Rd.	
STARTING DATE: To Be Determined	SITE PLAN REFERENCE:	

THANK YOU FOR THE OPPORTUNITY TO SUBMIT THE FOLLOWING PROPOSAL -  
WORK DESCRIPTION

1. Mobilize equipment and personnel to project site.
2. Establish erosion and sedimentation control measures.
3. Establish stream flow by-pass.
4. Establish traffic control at project site.
5. Clean existing culvert and prepare for liner installation.
6. Supply and install 44 feet of 42" HDPE Polyethylene culvert liner pipe.
7. Construct grout retaining bulkheads.
8. Supply and install annular space grout.
9. Clean up project site.

Total \$ 26,415.00

THIS PROPOSAL IS GOOD FOR 30 DAYS UNLESS OTHERWISE NOTED

### TERMS OF PROPOSAL

PAYMENT IN FULL UPON COMPLETION OF WORK, OR ANY PORTION COMPLETED WITHIN EACH MONTH, WITHIN 10 DAYS. MATERIALS ORDERED IN ADVANCE WILL BE INVOICED UPON SITE DELIVERY AND ARE PAYABLE WITHIN 10 DAYS. INTEREST IS CHARGED ON ANY PAST DUE BALANCES AT A RATE OF 1.5% PER MONTH. THE BUYER AGREES TO PAY ANY EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, NECESSARY TO COLLECT PAST DUE AMOUNTS.

AUTHORIZED SIGNATURE: *W. Conway* DATE: 11/25/08

### ACCEPTANCE OF PROPOSAL

THE ABOVE PRICES ARE ACCEPTED AND YOU ARE AUTHORIZED TO PERFORM THE WORK DESCRIBED. PAYMENT WILL BE MADE AS SPECIFIED.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

### ACCEPTANCE OF COMPLETED WORK

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

**AGENDA**

**ITEM**

**4.e.**

## SERVICE LEVEL AGREEMENT

**THIS SERVICE LEVEL AGREEMENT** (“SLA”), dated August 20,2008 (“Effective Date”) is entered into between the State of Maine (“State”) – Town of Clinton (“Agency”), the InforME Board (“Board”), as the Portal Agreement (defined below) contract manager, and Maine Information Network, LLC (“MIN”), which manages, markets and operates InforME: The Information Resource of Maine (the “Portal”). The Agency, Board and MIN are collectively considered the “Parties” and each considered a “Party”.

This SLA is subordinate to the InforME Master Contract, State of Maine – Contract for Special Services, designated as CT-18B-20080317-10214 (the “Portal Agreement”), commencing March 14, 2008, and is subject to all terms and conditions therein.

The contractual period will begin on the Effective Date.

### RECITALS

WHEREAS, pursuant to the Portal Agreement, the State through Board has engaged MIN to manage, market and operate the Portal and provide electronic access to government information and transactions at the state and local levels across multiple agencies, boards, and commissions, to residents, businesses and other users; and

WHEREAS, the State has delegated to MIN certain responsibilities, including responsibilities to be fulfilled under this SLA; and

WHEREAS, the State desires to provide electronic transactions on behalf of the Agency, to users of the Portal, if permitted by Agency,

NOW THEREFORE, in consideration of the mutual conditions, covenants and promises contained in this SLA, and for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

### Part I: Terms and Conditions

#### **SECTION 1: Statement of Purpose.**

The purpose of this SLA is to define the overall circumstances and responsibilities related to providing various online electronic access functions and transactions, or other related ongoing services including hosting, maintenance, and support, through the Portal at Agency’s discretion, to obtain copies of or create certain public records that are maintained in electronic form, or which will in the future be maintained in electronic form, by the Agency.

#### **SECTION 2: Term of SLA.**

This SLA shall commence on the Effective Date and shall expire on a date co-terminal with the Portal Agreement and any subsequent renewals of the Portal Agreement (the “Termination Date”). This SLA may be amended by the written agreement of the parties and with the approval of Board. This SLA shall not extend past the Termination Date.

#### **SECTION 3: Termination.**

- a. At the Agency’s option, this SLA may be terminated for cause separately from the Portal Agreement upon the occurrence of MIN’s material breach of any term, provision or condition of this SLA, which continues uncured for twenty (20) days following written notice and demand for cure unless Agency has in writing approved an extension of time to cure such breach.
- b. At the option of MIN and upon 30 days advance written notice to the Agency, MIN may terminate:
  - i. A particular service application if there is insufficient funding or interest in such application demonstrated by the Portal users or subscribers over a period of twelve months or longer; or

- ii. This SLA or a particular service for a continuing failure by the Agency to keep the related information updated and available to MIN in accordance with the schedule agreed upon by MIN and the Agency.
- c. It is understood and agreed by the parties that if any part, term, provision or subject matter of this SLA is held by the courts to be illegal or in conflict with any law of the this State, in a ruling that is pursued to finality including appeal, then this SLA shall be reformed by the parties in order to conform to such ruling if at all possible without violating the intent of the SLA and provided that the economics of the SLA are, in the opinion of the MIN, still viable. If it is not possible to so conform the SLA or if in MIN's opinion, the economics are no longer viable, then this SLA will terminate with no further obligation.

**SECTION 4: Agency Copyright and Content Non-Supervision Acknowledgment.**

The Agency represents to MIN that the content materials furnished to MIN by the Agency for electronic access on the Portal do not violate any third party's copyright right or intellectual property rights. The Agency acknowledges that MIN exercises no control, censorship, investigation or direction over the links the Agency may request to other non-Portal sites that may be made available on the Portal. Further, the Agency acknowledges that MIN exercises no control, censorship, investigation or direction over the content of the Agency's public records or text furnished by the Agency to MIN or the Portal.

**SECTION 5: Assignment.**

MIN may not assign this SLA without the prior written consent of the Agency, and such consent shall not be unreasonably withheld by the Agency. Any assignment of this SLA without the permission of the Agency shall be null and void.

**SECTION 6: Notices.**

All notices shall be in writing and shall be directed to the parties to this SLA as shown below:

To the Agency:

*Town of Clinton  
Attn: James Rhodes, Town Manager  
27 Baker Street  
Clinton, ME 04927*

To MIN:

Maine Information Network, LLC  
Attn: Kelly Hokkanen, General Manager  
One Market Square, Suite 102  
Augusta, ME 04330

With a copy to:

NICUSA Inc.  
Attn: General Counsel  
25501 West Valley Parkway  
Suite 300  
Olathe, KS 66061

To Board:

InforME Board  
Attn: Richard B. Thompson, Chair  
Chief Information Officer  
24 State House Station  
Augusta, ME 04333-0145

To the State Contract Administrator:

State of Maine eGovernment Services  
Attn: Kathy Record, Associate CIO  
Office of Information Technology  
24 State House Station  
Augusta, ME 04333-0145

**SECTION 7: Construction and Interpretation.**

The SLA shall be construed in accordance with the laws of the State.

**SECTION 8: Paragraph Headings.**

The paragraph headings are inserted in this SLA for convenience only and shall not be used in interpreting this SLA.

**SECTION 9: Complete Agreement.**

Except as otherwise provided herein, this SLA constitutes the complete and exclusive statement of the agreement between the Parties hereto. No amendment, waiver or alteration of this SLA shall be effective unless signed by an authorized officer of each of the parties to this SLA. Neither the Agency nor MIN shall be bound by any oral agreement or representation relating hereto.

**Part II: Services, Collections and Payments**

**SECTION 1: Applications Developed or Services Provided Under This SLA**

Legacy applications originally approved by the Board under an InforME SLA executed prior to March 14, 2008 will be described under this SLA in a Schedule A, which will be made part of this SLA. The Schedule A will provide a complete listing of legacy services, the MIN fees, the Agency fees, and the fund flow for each service.

Each new application developed for or service provided to the Agency under this SLA will be described in a separate Statement of Work ("SOW"), which will be made part of this SLA. Each SOW will describe (as applicable) the public records data or database to be accessed, the transactions to be facilitated and the services to be provided through the Portal. Since the SOW is the document that describes the purpose and scope of the proposed application, the Agency is expected to collaborate with MIN on the preparation of this document.

The SOW will describe the service that will be made available from Agency through the Portal to users and subscribers, and the MIN fees, if any, to the Agency, users, or subscribers of the service through the Portal, and how the funds will be processed and distributed. Any fee ("total fee") charged for an online service will be comprised of the Agency statutory fee, if any, and the MIN fee. The fee funds so collected will be apportioned between the Agency and MIN as indicated in the respective SOW. Board must approve in each SOW the service to be offered, the MIN portion of any total fees to be charged, and the apportionment of fees collected. The Agency may increase or decrease the statutory fees component as directed by law. The Portal share may be adjusted by amendment of this SLA, with mutual agreement and approval by the Board. The increase or decrease in statutory fees will be passed directly through to those accessing such records or conducting such transactions through the Portal as a portion of the total fee for the service through the Portal.

Each SOW will address the following issues as necessary and appropriate, and any other issues deemed by the parties to be appropriate:

- An overview of the SOW and the parties thereto
- Subordination to the SLA
- Project Participants
- Purpose Statement
- Overview of Current Process
- Scope Statement

- Fees and MIN Compensation
- Funds Processing and Distribution of Funds
- Principal Deliverables, Estimates and Projections
- Responsibilities of the Agency
- Responsibilities of MIN
- Delivery of Final Application
- Change Process
- Ongoing Maintenance and Support
- Future Software Modifications and Enhancements
- Acceptance Procedures

## **SECTION 2: Development Schedules and Timetables**

MIN will work with the Agency to create a development timetable to be included in each SOW. However, schedule projections are made in most cases without extensive investigation of legacy systems, without knowledge of business rules and business flow, without estimates of staff time committed to projects and without design and architect steps being undertaken. MIN will work diligently to accomplish each such application according to the schedule in accordance with the relative priority assigned by Board. The Agency will be responsive to MIN by providing information and assistance as needed to meet the delivery dates on the schedule. The Agency understands that the schedule and assignment of priority may need to be adjusted to accommodate reasonable delays due to policy, marketing and technical issues outside the control of MIN or Agency, or as directed by Board. Regular meetings will be set to discuss and update the project plan as necessary throughout the term of the SLA. MIN will make every reasonable effort to keep the Agency informed of problems that may cause a delay in the delivery of the application contained in the SOW.

The Agency and MIN may modify the SOW to add or delete services only by mutual agreement.

## **SECTION 3: Portal Access to Data Records**

Where applicable and as stated in the Statement of Work, the Agency authorizes the Portal to access electronic public records databases and confidential records databases maintained by the Agency in accordance with this SLA. Access by the Portal will be on an as needed basis for the purpose of providing access, facilitating transactions or offering other services to users of and subscribers to the Portal as permitted by State law, the Schedule A and the respective SOWs.

The Agency agrees to use the Portal as its primary provider of e-commerce/e-government services to the public. The Agency agrees to offer the Portal the first option to provide electronic services offered by the Agency to the public. If the Portal declines to offer a particular electronic service, the Agency is free to offer that service itself or to contract with another party to offer the same. Nothing in this SLA shall be construed to limit the general public's non-electronic access to public records as provided by the Maine Freedom of Access law. Further, Agency agrees to assist the Portal in monitoring the adoption of online services by providing monthly transaction counts to MIN where appropriate and to assist in marketing online services to Agency customers as appropriate.

## **SECTION 4: Application Costs**

Except as set forth in an applicable Schedule A or SOW, MIN shall be responsible for costs and expenses in establishing electronic access or other applications for electronic services, including without limitation, the cost for purchasing or developing and maintaining all programs used to interface with the Agency computer applications to provide access to the public records maintained by the Agency.

## **SECTION 5: Collections**

If applicable, MIN shall be responsible for the collection of payments in accordance with the terms of the Portal Agreement as further modified by Schedule A and the respective SOW.

## **SECTION 6: Payments**

Payments to Agency shall be made in accordance with the terms of the Portal Agreement and as described in Schedule A or the SOW. Account reconciliation and audit information will be provided as set forth in the Portal Agreement as further modified by the respective SOW.

**IN WITNESS WHEREOF, the Parties by their duly authorized representatives have executed this SLA as of the Effective Date.**

**Signatures:**

\_\_\_\_\_  
**Town of Clinton**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
James Rhodes, Town Manager

\_\_\_\_\_  
**InforME Board/Contract Administrator**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
Kathy Record, Associate CIO

\_\_\_\_\_  
**Maine Information Network, LLC**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
Kelly Hokkanen, General Manager

**SCHEDULE A**

**Summary of Electronic Access and Transaction Projects  
 and Other Portal Services  
 Provided Under the Service Level Agreement**

<b>Project</b>	<b>Total Fee</b>	<b>Portal share</b>	<b>Agency share</b>
Rapid Renewal Service	<i>var.</i> (Calculation of each fee supplied by Town + \$2.00 agent fee.)	\$2.00	<i>var.</i> (Calculation of excise tax fees supplied by Town minus excise tax merchant fees.)

**Project Definitions**

**Rapid Renewal Service**

Rapid Renewal is an Internet based interface intended to increase the ease and convenience of renewing motor vehicle registrations with The State of Maine. Individuals and corporations can renew most vehicle registrations from their personal computers while communicating and paying via a secure and encrypted connection. InforME will serve as agent for the Town of Clinton and the Bureau of Motor Vehicles to collect and distribute all associated fees and information updates. InforME will collect the excise tax on behalf of the Town of Clinton. Upon Bureau of Motor Vehicles' processing of the renewal, the BMV will be responsible for mailing the registration certificate and decals to the registrant.

Payments will be collected from users electronically, via credit card or electronic check. InforME, as agent for the State, will collect all payments into a settlement account and distribute payments to appropriate parties via electronic disbursements. Merchant bank and ACH details are outlined in the Rapid Renewal Manual document. The estimated merchant fees associated with the excise tax payments will be withheld from monies disbursed the Town of Clinton by InforME. The formula used to estimate merchant fees associated with excise tax may be revised periodically by InforME. All other merchant and ACH fees are the responsibility of MIN.

Fee Citation: Title 29-A Chapter 3 §201

**Approvals:**

\_\_\_\_\_  
 Town of Clinton  
 Town Representative

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Maine Information Network, LLC  
 Kelly Hokkanen, General Manager

\_\_\_\_\_  
 Date

**infor**  **ME**

**Town of Clinton, Maine**

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## **Rapid Renewal**

*Statement of Work*

*Date: November 17, 2008*

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# 1 Project Contacts

## 1.1 TOWN PRIMARY CONTACTS:

Pamela M. Violette

(207) 426-8511

townofclinton@roadrunner.com

## 1.2 INFORME CONTACTS:

### General Manager

Kelly Hokkanen

Phone: (207) 621-2600 x28, Email: [kelly@informe.org](mailto:kelly@informe.org)

### Director of Marketing & Project Management

Britton Child

Phone: (207) 621-2600 x32, Email: [britton@informe.org](mailto:britton@informe.org)

### Director of Development

Todd Tolhurst

Phone: (207) 621-2600 x27, Email: [todd@informe.org](mailto:todd@informe.org)

### Project Manager:

Dan Andrews

Phone: (207) 621-2600 x34, Email: [dandrews@informe.org](mailto:dandrews@informe.org)

## 2 Overview

InforME proposes to provide the Town of Clinton access to the enterprise Maine Rapid Renewal vehicle registration renewal service. The Rapid Renewal service was developed through a partnership between InforME and the Bureau of Motor Vehicles. The application will allow the Town to perform administrative functions including data uploads to InforME, and will allow citizens of the Town to renew their vehicle registrations online, including electronic payment.

This Statement of Work document identifies the responsibilities between the Town and InforME. This Statement of Work covers general topics that deal with the online vehicle registration renewal service.

### 2.1 AGENCY SERVICE AGREEMENT

An Agency Service Level Agreement between the Town of Clinton and InforME must be executed by both parties. This Statement of Work is subject to all terms and conditions thereof unless specifically designated as exceptions in this agreement. In addition, this document is subordinate to the terms and conditions of the InforME contract between the State of Maine and Maine Information Network ("Master Contract").

InforME is governed by the InforME Board, which votes on each Service Level Agreement. This proposal, and the subsequent development of the service, is subject to an affirmative vote to proceed with development of this service by the InforME Board.

### 2.2 PURPOSE STATEMENT

The purpose of this agreement is to provide access to the state's enterprise Rapid Renewal application that will allow the Town's citizens and corporations to renew vehicle registrations online with the State of Maine. The Application is a web-based service, which will allow secure credit card and/or electronic check payments (at the option of the Town). InforME will serve as agent for the Town of Clinton and the Bureau of Motor Vehicles to collect and distribute all associated fees and data updates. InforME will transfer the state fees to the Bureau of Motor Vehicles, and the Town's funds collected by InforME will be transferred to the Town's bank account on a daily basis via ACH transfers. Upon Bureau of Motor Vehicles' processing of the renewal, the BMV will be responsible for mailing the registration certificate and decals to the registrant.

#### 2.2.1 Service Users

This renewal service will be available to any citizen or corporation of the Town who is eligible to renew a vehicle registration and has access to the Internet. The administrative site will be available to any Town employee who is authorized by the Town to access it.

#### 2.2.2 Service Benefits

Benefit to citizens:

- Citizens and corporations will be able to renew a vehicle registration, including both the state fees and local excise tax, online with a credit card or electronic check. This provides convenience, and saves time and cost.
- Citizens or corporations who renew online will receive an immediate temporary registration so that they can continue to drive while waiting for the registration and stickers to arrive in the mail.

Benefit to the municipality:

- The Town will save time and resources spent processing paper renewals and handling cash and checks.
- The Town may generate increased citizen satisfaction as citizens will be able to renew more conveniently and pay by credit card or electronic check.
- The Rapid Renewal payment engine fully complies with requirements of the Payment Card Industry (PCI) and offers CyberTrust-certified security.
- The Town will be provided enhanced transaction reporting capabilities through the Internet-based Rapid Renewal administrative site.

### 2.3 CURRENT PROCESS

Prior to participation in Rapid Renewal, if a citizen or corporation in the Town needed to renew a vehicle registration, they had to visit the Town office and supply paperwork along with a check or cash for payment. The general process is/was as follows: The Town clerk looked up the vehicle to verify registration data, calculated the excise tax due, and provided a total fee due. The owner provided a check or cash for payment. The Town provided a paper registration and receipt. The clerk must manually enter any registration updates into the Town's software. Checks are sent to the Town's accountant for deposit.

## 3 Scope Statement

InforME proposes to work with the Town of Clinton to provide access to the state's online Rapid Renewal vehicle registration renewal service. Rapid Renewal allows citizens and corporations to renew a vehicle registration online and pay electronically with by credit card or electronic check. The system communicates directly with the BMV registration database and utilizes data uploaded by the Town. Renewals are effective immediately, with a temporary registration provided to the end-user until the registration and stickers arrive in the mail from BMV.

### 3.1 DELIVERABLES:

Deliverables include:

- Statement of Work and Service Level Agreement
- Functional system for testing
- Completed Application For Town Use
- Rapid Renewal User Manual
- Initial Training Session via Webinar
- Standard Rapid Renewal Marketing Materials
- Hosting Environment and Routine Maintenance

### 3.2 PROJECT GOALS

- To provide a simple to use, secure, and accessible online service that will allow citizens of the Town to complete a vehicle registration renewal online with a credit card or electronic check payment.
- To incorporate registration data from BMV and the Town, and distribute the funds in a timely manner to the BMV and Town.

### 3.3 BUSINESS PROCESS & RULES

- InforME will add the Town to the Rapid Renewal system.
- InforME will provide access for the Town to the Rapid Renewal web-based administrative site, which will allow the Town to upload registration data to InforME and to access reports and transaction data.
- The service will allow eligible citizens and corporations of the Town to complete a registration renewal online including payment by credit card or electronic check.
- The service is web-based and does not require the Town to install any software to their desktop computer(s). The Town users may access the online service from any desktop computer with Internet access and an authorized Rapid Renewal login.
- The service will connect to the BMV registration database in order to verify vehicle information provided by the end-user and record the renewal.
- The service will utilize data uploaded by the Town in order to charge the excise tax on behalf of the Town.

- Each participating Town may opt to accept credit card (Visa and MasterCard) and/or electronic check payments.
- The service will provide reporting and financial reconciliation functions for the BMV and Town.

### **3.3.1 Payment Types**

The Town of Clinton will accept e-checks.

## **3.4 DATA STORAGE AND TRANSFER**

The Rapid Renewal service is a web application developed and hosted by InforME. The service communicates in real-time with the BMV registration database to retrieve and validate user data. Data from completed transactions is saved in an InforME database and transferred through a batch update to the BMV database nightly. The Town will upload registration data to InforME through a secure administrative website.

## **3.5 DATA SECURITY AND PRIVACY**

Security of data is critical. Rapid Renewal users will provide information through the web application that is sensitive and must be protected; therefore, the service has been created according to standard security practices. The sensitive data users will provide includes, but is not limited to:

- Credit card or electronic check payment information
- Data protected by the Driver's Privacy Protection Act (DPPA)

Any email correspondence (for example, confirmation of receipt) sent to users of the system from InforME will not contain any sensitive information.

InforME's payment engine meets the stringent requirements of the Payment Card Industry (PCI), and has been CyberTrust certified for security practices.

## **3.6 USER INTERFACE & BRANDING**

The Rapid Renewal user interface was built using InforME's standard online service template. The service is branded as a Maine.gov service and using the Rapid Renewal brand/logo. The service template and interface design utilize accessibility and usability standards required by State of Maine Web Standards and industry best practices.

## **3.7 HOSTING**

The Rapid Renewal application is hosted by InforME at no additional cost. This application is included in InforME's standard back-up and disaster recovery procedures.

## **3.8 CUSTOMER SUPPORT**

Support for the Town:

InforME will provide a Rapid Renewal Manual to the municipality which includes specific instructions for using the administrative functions of the Rapid Renewal service. Upon initial set up of a new town,

InforME will provide a training session to Town users via a webinar. InforME will provide technical support for the Town via email and telephone.

**Support for the End-Users:**

InforME will provide technical support to end-users (citizens renewing a registration) of the Rapid Renewal service. Support is available through a standard technical support link on all pages of the online service. Support is provided during business hours via the online form and by telephone. Such support shall include answering user questions and resolving user problems related to screen formats, error messages, payment, and other concerns specifically related to completing the online renewal transaction. The BMV is responsible for general support related to business rules and issues not of a technical nature or not related to the online renewal service. The Town is responsible for assisting InforME to resolve support issues related to the Town's registration data.

### **3.9 MARKETING**

InforME will provide the Town with standard Rapid Renewal marketing materials, as available, such as logos for use on the Town's website. The Maine Secretary of State will issue a press release when the Town initially goes live in the Rapid Renewal system.

## 5 Responsibilities

### 5.1 RESPONSIBILITIES OF THE TOWN

In order to accomplish the tasks outlined in this proposal and provide the Rapid Renewal service on behalf of the Town, InforME will require the following from the Town.

The Town will:

- Designate a Rapid Renewal contact with responsibility as the primary point of contact for InforME regarding the service. If this individual or their contact information should change in the future, the Town will provide updated information to InforME.
- Provide timely authorization for the project and for each approval required during the project.
- Provide the necessary banking information to InforME for transfer of funds processed through Rapid Renewal. This information includes the routing number, account number, and account type, as well as a contact name and telephone number for the Town's financial institution.
- Distribute the Town's Rapid Renewal administrative site login as necessary to authorized Town staff.
- Maintain administrative site login information according to security best practices to prevent unauthorized access to the Town's Rapid Renewal administrative site.
- Assist InforME in resolving any problems that arise both during and after the implementation of this project. If the problem resides on the Town's end, the Town will provide reasonable fixes or corrections in a timely manner.
- Upload the Town's vehicle registration data to InforME through the Rapid Renewal administrative site on a consistent and timely basis.
- Promote and market the service to eligible users.
- Provide Internet connectivity and computer access to those Town employees who will utilize the Rapid Renewal administrative site.

### 5.2 RESPONSIBILITIES OF INFORME

InforME will provide a Project Manager to serve as the primary point of contact and support for the Town with regard to the Rapid Renewal service. The InforME project manager will:

- Provide management of InforME resources/deliverables for initial Rapid Renewal set-up, training, testing, and implementation.
- Provide communications via email to the Town regarding updates, known issues, or other important information related to the Rapid Renewal service.
- Provide the Rapid Renewal User Manual and other support and marketing materials, as available.
- Provide or coordinate provision of technical support to the Town via web form, telephone, and email.

## 6 Project Fees

InforME manages Maine.gov as a self-funded portal, meaning that InforME receives its funding through transactions that are processed through applications it builds. The fees detailed below are subject to approval by the InforME Board as part of the Service Level Agreement for this application.

### 6.1 TRANSACTION/SERVICE FEES

<u>For each:</u>	<u>Total Fee:</u>	<u>InforME Receives:</u>	<u>Town Receives:</u>
Registration Renewal	Variable (Each renewal fee supplied by Town + \$2.00 agent fee)	\$2.00 agent fee	Variable (Each renewal fee supplied by Town minus excise tax merchant fees)

### 6.2 FUND FLOW

Payments will be collected from users electronically, via credit card or electronic check. InforME's merchant account will be used to process credit card payments, if applicable. InforME, as agent for both the BMV and the Town, will collect all payments into a settlement account and distribute payments to appropriate parties via electronic disbursements. Merchant bank and ACH details are outlined in the Rapid Renewal Manual document. The Town is responsible for merchant fees associated with excise tax payments only. All other merchant and ACH fees are the responsibility of MIN.

**Statutory Authority for Fees:** Title 29-A Chapter 3 §201

## 7 Additional Considerations

### 7.1 DELIVERY OF FINAL APPLICATION

Following the completion of testing, the Town will be requested by InforME to sign a formal Project Completion & Acceptance. This Acceptance form must be executed by the Town Director or equivalent Head, and must be received by InforME's General Manager before the application can be placed into production and made available for use by the Town. Once InforME receives the executed Acceptance form, the application will be deemed accepted, placed into the production environment and thus the project will be considered complete and delivered.

## 8 Change Process

The scope of work as specified in this document shall not change except when approved in accordance with the following processes and/or protocols:

### 8.1 PRIOR TO SOFTWARE DELIVERY:

- The InforME and Town Project Managers will review any issues that may arise and determine if the resolution will lead to a change in the scope of work, which is defined as a change that will impact cost, schedule or staffing.
- The proposed change is formally documented, including the impact on schedule, cost and staffing.
- The proposed change in the scope of work is reviewed by the InforME and Town Project Managers and approved via a signed Change Order form. The proposed change may be taken before the InforME Board for approval if required.
- Once the change in the scope of work is approved, the change becomes an Addendum to this Statement of Work.

### 8.2 AFTER SOFTWARE DELIVERY:

#### 8.2.1 Maintenance Requests

After the application is launched, if maintenance issues arise or reporting an error becomes necessary, the Town should contact the InforME Project Manager. Maintenance includes minor graphical changes, addition or re-wording of text, bug fixes, or other changes that do not materially change the utility, efficiency, functional capability, or application of the software. All other requested changes will be deemed significant maintenance efforts, requiring the town to submit a written change request to InforME. InforME will then evaluate the request, seek additional information if necessary, and prioritize it in consideration of other ongoing development projects, with the approval of the InforME Board if required.

#### 8.2.2 Software Modifications or Enhancements

At the Town's request, InforME may consider developing modifications or additions that materially change the utility, efficiency, functional capability, or application of the software ("Enhancements") at such charge and on such schedule as the parties may mutually agree in writing. Such modifications or additions will be undertaken on a project basis, subject to the review and approval of the InforME Board, if required. For Enhancements, the Town will submit a written change request. InforME will then evaluate the request, seek additional information if necessary, notify the Town of cost and scheduling impacts, and prioritize it in consideration of other ongoing development projects, with the approval of the InforME Board if required.

#### 8.2.3 Ongoing Maintenance & Support

After the application is delivered, as defined above, InforME will provide support for the proper installation and ongoing general operation of the current release of the application. InforME shall use reasonable efforts to provide troubleshooting to correct alleged errors in the application reported by the Town. InforME will make reasonable efforts to correct any errors or provide a work-around solution. If a work-around is the immediate solution, InforME will make reasonable efforts to provide a final resolution for the error. Maintenance and Support as described herein does not include software modifications or additions that materially change the utility, efficiency, functional capability, or application of the software.

## 9 Acceptance Form

I have read the above document and understand all implications thereof. By signing, I acknowledge that the project described herein has received any required legal review and is in compliance with current State of Maine statutes and administrative rules.

Date: \_\_\_\_\_

**Town**

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**InforME**

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: Kelly Hokkanen

Title: General Manager