BOARD OF SUPERVISORS MEETING

ADDENDUM PACKET

June 13, 2023

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Meeting Date:	**June 13, 2023**
Item #:	**23**
Department:	**County Administration**
Staff Contact:	**Sarah Elam Puckett**
Agenda Item:	**Citizen Volunteer Appointments - ADDENDUM**

Summary: Below is a chart summarizing the boards and commissions which have upcoming vacancies and/or expiring terms of office in June 2022. Also attached is a copy of each applicants Citizen Volunteer Application.

APPOINTMENT	TERM OF OFFICE	# OF VACANCIES	IN OFFICE	APPLICANTS
Board of Appeals for Building Code	5 Years	1	Parker Terry	William K. Gosnell Joseph Harner Daniel Harris
Industrial Development Authority	4 Years	2	Edgar Jones Joyce Yeatts	Daniel Harris Edgar Jones Joyce Yeatts
Social Services Board *(Position to be filled by resident living in the Hampden-Sydney/Darlington Heights area of the County.)*	4 Years	1	Karen Schinabeck	Daniel Harris Karen Schinabeck
Central Virginia Regional Library Board	4 Years	1	Eunice Carwile	Bruce Davis Melinda Fowlkes Daniel Harris Vicky Page Carol Stiff
Poplar Hill Community Development Authority	2 Years	2	John Gantt Roy Yeatts	John Gantt Daniel Harris Roy Yeatts
Board of Zoning Appeals	Unexpired Term until 12/31/25	1	Resignation	Daniel Harris Shaunna Hunter-McKinney

Note: The Board makes a recommendation to the Circuit Court for the Board of Zoning Appeals..

ATTACHMENTS: Citizen Volunteer Application

RECOMMENDATION: Make appointments for each Citizen Volunteer position.

Motion _____	Cooper-Jones _____	Gilliam _____	Pride _____
Second _____	Emert _____	Jenkins _____	Townsend _____
		Jones _____	Watson _____

CITIZEN VOLUNTEER APPLICATION
FOR COUNTY BOARDS, COMMITTEES & COMMISSIONS

Date 6-7-23

Name John Gantt

Home Address 1547 Leigh Mountain Rd

City Green Bay State VA Zip Code 23942

Election District:

Buffalo-501		Farmville-801	
Hampden-401		Leigh-301	✓
Farmville-101		Lockett-201	
Farmville-701		Prospect-601	

Home Telephone Number 434-603-1170 Mobile

E-Mail Address John@Ganttagency.com

Current Employer Gantt INS

Business Address 1801 E 3rd St

City Farmville State VA Zip Code 23901

Business Telephone Number 434- FAX

Which Address is Preferred for Mailings? Home _____ Office ✓

Optional Information Which May Prove Helpful:

Occupation Insurance

Former Occupation, If Retired _____

Education: High School Prince Edward Academy Year 84

College/Technical School Longwood Year 88

Graduate School _____ Year _____

Military Service _____ Years _____

Degrees/Other _____

Past Board, Commission, and Committee Assignments _____

Professional, Civic, or Other Activities _____

Please state below your interest and/or reason to seek appointment by the Board of Supervisors and any special qualities that qualify you for this appointment.

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Page Two

Do you have a family member who is employed by the county office, organization or institution over which the Board/Commission for which you are seeking appointment will oversee/interact? If yes, please explain. *NO*

_____

_____

Do you have a business relationship with the county office, organization or institution over which the Board/Commission for which you are seeking appointment will oversee/interact?

_____

NO

_____

_____

I am interested in and willing to serve on the following Board(s), Commission(s), or Committee(s). Please list in order of preference.

APPOINTED BY THE BOARD OF SUPERVISOR:

_____ Board of Appeals for Building Code
_____ Southside Virginia Community College Board
_____ Crossroads Community Services Board
___✓___ Poplar Hill Community Development Authority
_____ Prince Edward County Industrial Development Authority
_____ Central Virginia Regional Library Board
_____ Prince Edward County Planning Commission
_____ Prince Edward County Social Services Board
_____ Piedmont Regional Jail Board
_____ Special Committee of the Board of Supervisors: _____
_____ Other _____
_____ Other _____
_____ Other _____

APPOINTED BY CIRCUIT COURT:

_____ Board of Zoning Appeals

By submitting this application to the County of Prince Edward, I hereby certify that all information contained herein is true and complete and I consent to the dissemination of this document to the general public. If appointed, I understand that I will be required to fully comply to the requirements of the Virginia Conflict of Interest Act, Virginia Freedom of Information Act and other applicable sections of the Code of Virginia.

_____   6-13-23
            Signature   Date

Please Return Application To:
Prince Edward County Administrator's Office
Post Office Box 382, 111 South Street, 3rd Floor
Farmville, Virginia 23901
Tel: 434-392-8837 -- FAX: 434-392-6683
e-mail: info@co.prince-edward.va.us

NOTE: This application will be retained on file in the Prince Edward County Administrator's Office through December 31 of the year submitted. If you wish to be considered for future appointments by the Board of Supervisors, please file an application <u>annually</u> with the County Administrator's Office. Thank you.

November 2017

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Meeting Date:	**June 13, 2023**
Item #:	24
Department:	**Finance/HR**
Staff Contact:	**Cheryl Stimpson**
Agenda Item:	**School Board Appropriations – Authorize Public Hearing**

SUMMARY:

On June 7, 2023, the County Administrator received a letter from the School Board requesting appropriation of $1,300,877.67 to the school operating budget. For this transaction to take place, the Board will have to authorize a public hearing to amend the FY24 County and School Budgets by the amount of $1,300,877.67 and then appropriate same funds.

Per section 15.2-2507 of the *Code of Virginia* a locality may amend its budget during the fiscal year. However, if such an amendment exceeds the currently adopted expenditures by **one percent** or more, then the locality must advertise the amendment at least seven days prior to the public hearing. The county's currently approved FY24 budget is currently $69,732,747.00, which means they exceed the one percent threshold.

COST: There is no anticipated cost, except the cost of publishing the public hearing notice.

ATTACHMENT: Request from Superintendent, Dr. Barbara A. Johnson.
Draft Public Hearing Notice.

RECOMMENDATION: The Board of Supervisors will wish to authorize a public hearing for its July 2023 meeting prior to acting on the appropriations for the school's operating budget.

SAMPLE MOTION: I move that the Board of Supervisors authorize advertising a public hearing on the amendment to the school's FY24 operating budget to appropriate funding.

Motion _____	Cooper-Jones _____	Gilliam _____	Pride _____
Second _____	Emert _____	Jenkins _____	Townsend _____
		Jones _____	Watson _____

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PRINCE EDWARD COUNTY
PUBLIC SCHOOLS

Barbara A. Johnson, Ed. D
Superintendent

June 7, 2023

Prince Edward County
Mr. Doug Stanley, County Administrator
P. O. Box 382
Farmville, VA 23901

Dear Mr. Stanley:

The Prince Edward County School Board respectfully requests an appropriation of state and federal funds in the amount of $1,300,877.67 to the School Operating budget for the FY2023-2024 school year. There is no local match required for this appropriation.

- ➢ $125,000.00 – CTE Competitive Skilled Trades Programs Grant – New Funding – State Funding
- ➢ $35,208.62 – School Improve Grant (SIG) - Middle School – Carryover – Federal Funding
- ➢ $669,816.70 – Title I – Carryover – Federal Funds
- ➢ $101,562.93 – Title II – Carryover – Federal Funds
- ➢ $3,750.74 – Title III – Carryover – Federal Funds
- ➢ $22,641.04 – Title IV – Carryover – Federal Funds
- ➢ $45,957.87 – Title V – Carryover – Federal Funds
- ➢ $73,803.06 – SPED 611B (2021) – Carryover – Federal Funds
- ➢ $182,224.12 – SPED 611B (2022) – Carryover – Federal Fund
- ➢ $12,633.17 – SPED 611B ARP (2021) – Carryover – Federal Funds
- ➢ $21,261.00 – SPED 619 (2022) – Carryover – Federal Funds
- ➢ $7,018.42 – SPED 619 ARP (2021) – Carryover – Federal Funds

Thank you for your consideration of this request.

Respectfully submitted,

Dr. Barbara A. Johnson
Superintendent

Mrs. Lucy Carson
Chairperson, School Board

BAJ/vmj

pc: School Board Members

UNITED IN EXCELLENCE

Action Item 10E: Local Funds (FY23-24)

Subject: Request of Appropriation of Additional Funds FY2023-2024 Budget

Recommendation: It is recommended that the School Board request from the Prince
                      Edward County Board of Supervisors to appropriate additional state
                      and federal funds to the FY2023-2024 school year. No Local match
                      required.

                      Increase: $125,000.00 – CTE Competitive Skilled Trades
                                  Programs Grant – New Funding – State Funding

                      Increase: $35,208.62 – School Improve Grant (SIG) - Middle
                                  School – Carryover – Federal Funding

                      Increase: $669,816.70 – Title I – Carryover – Federal Funds

                      Increase: $101,562.93 – Title II – Carryover – Federal Funds

                      Increase: $3,750.74 – Title III – Carryover – Federal Funds

                      Increase: $22,641.04 – Title IV – Carryover – Federal Funds

                      Increase: $45,957.87 – Title V – Carryover – Federal Funds

                      Increase: $73,803.06 – SPED 611B (2021) – Carryover –
                                  Federal Funds

                      Increase: $182,224.12 – SPED 611B (2022) – Carryover –
                                  Federal Funds

                      Increase: $12,633.17 – SPED 611B ARP (2021) – Carryover –
                                  Federal Funds

                      Increase: $21,261.00 – SPED 619 (2022) – Carryover – Federal
                                  Funds

                      Increase: $7,018.42 – SPED 619 ARP (2021) – Carryover –
                                  Federal Funds

Rationale: Prince Edward County Public Schools is requesting funds in the
                      amount of $1,300,877.67 for the School Operating Budget in excess
                      of the original approved budget for the FY2023-2024 school year.

Budget: Revenues – School Operating
                      Expenditure - Instruction

Legal Reference: Prince Edward County School Board Policies
                              DA – Management of Funds
                              DB – Annual Budget

NOTICE OF PUBLIC HEARINGS

The Prince Edward County Board of Supervisors will hold the following **PUBLIC HEARINGS** on Tuesday, July 11, 2023, commencing at 7:30 p.m. in the Board of Supervisors Room, Prince Edward County Courthouse, 111 N. South Street, 3rd Floor, Farmville, Virginia, to receive citizen input prior to considering the following:

1. Pursuant to Section 15.2-2507 of the *Code of Virginia*, the Board will consider amendments to the FY 24 County Budget and FY 24 County School Budget and accept the distribution of $1,300,877.67 School Operating Funds to be appropriated by the Board of Supervisors and distributed to the Prince Edward County Public Schools.

Citizen input for Public Hearings will be received through: (1) in-person participation; (2) remote participation by calling 1-844-890-7777, Access Code # 390313; or (3) by written comments mailed to P.O. Box 382, Farmville, VA 23901; via email to board@co.prince-edward.va.us; or via facsimile at 434-392-6683. Based on the number of speakers, the Chair will determine the time allotted to each. Citizens may also view the monthly Board of Supervisors meeting live (no public input) at the County's YouTube Channel by using the link on County website under Meetings & Public Notices.

Additional information regarding the proposed budget amendment is available for public review on the County's web site at *www.co.prince-edward.va.us* or in the Prince Edward County Administrator's Office, 111 N. South Street, 3rd Floor, Farmville, VA. It is the County's intent to comply with the Americans with Disabilities Act. Should you have questions or require special accommodation, please contact the County Administrator's Office at 434-392-8837.

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Board of Supervisors
Agenda Summary

Meeting Date:	**June 13, 2023**
Item #:	25
Department:	**Solid Waste**
Staff Contact:	**Jeff Jones/Sarah Puckett**
Agenda Item:	**Purchase of New Compactor for Convenience Site**

SUMMARY: Attached for the Board's consideration is a Sourcewell Proposal from Mid-Atlantic Waste Systems for the purchase of a new compactor for the Rice Convenience Site.

It was discussed with the Properties Committee at its May 9th meeting to purchase one new compactor, which would enable Jeff to have a "spare" for when a compactor goes out of service for repairs. The current Rice compactor will be "renovated" and will then be placed at one of the convenience sites where that current compactor is in need of repairs.

As the cost exceeds $20,000, this purchase requires Board approval. No additional appropriation is needed.

ATTACHMENTS: Mid-Atlantic Waste Systems Proposal

RECOMMENDATION: Staff recommends the Board approve the proposal for the purchase of a new compactor for the Solid Waste Department.

Motion _____	Cooper-Jones _____	Gilliam _____	Pride _____
Second _____	Emert _____	Jenkins _____	Townsend _____
		Jones _____	Watson _____

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Mid-Atlantic Waste Systems

Division of THC Enterprises, Inc.

Easton, MD * Clinton, MD * Chesapeake, VA * Salem, VA *
New Castle, DE * Cheswick, PA

Phone 800-338-7274 Fax 410-820-9916
Visit us on the web! www.mawaste.com

SOURCEWELL PROPOSAL

SOLD TO	SHIP TO	
Prince Edward County Of	Prince Edward County Of	Quote #: RSSQ39455
Jeff Jones	Jeff Jones	Account:
130 Trashmore Rd	130 Trashmore Rd	Terms:
Prospect, VA 23960	Prospect, VA 23960	Date: 06/08/23

SOURCEWELL MEMBER #: 186019

Sales Rep   Paul Nobles

Sourcewell #040621-MEC (Mar)

QTY	DESCRIPTION	RETAIL PRICE	SOURCEWELL PRICE
1	Marathon RJ325	$27,520.00	$22,841.60
1	15HP 3PH 230 Volt LH Power Unit	$390.00	$323.70
1	Multi]Cycle Timer	$0.00	$0.00
1	LH 3 Sided ANSI Hopper	$4,685.00	$3,888.55
1	13' Remote Controls	$0.00	$0.00
1	Pressure Gauge on 15' Hose	$470.00	$390.10
1	Hinged Breaker Bar Teeth	$820.00	$680.60
1	5' Container Guides with Stops	$605.00	$502.15
1	Surcharge	$2,338.42	$2,338.42
1	Freight	$0.00	$1,243.00

**********Quote Expires on July 8, 2023**********

Terms: Net 30 Days

Approximate Delivery: 7-8 Weeks After Receipt of Signed Sales Order and Deposit (if applicable).

Due to the volatility of the fuel and steel markets, prices are subject to change without notice.

All customers claiming to be tax exempt, must provide appropriate documentation with the return of a signed quote.

Price includes freight.

All built per manufacturer's standard specifications.

Customer responsible for offloading equipment at time of arrival.

Doc #	RSSQ39455
Date	06/08/23
	1 of 3

QTY	DESCRIPTION	RETAIL PRICE	SOURCEWELL PRICE
	Customer To Install Compactor/Baler		

	RETAIL PRICE	SOURCEWELL PRICE
Subtotal	$36,828.42	$32,208.12
Federal Excise Tax		
Sales Tax		
TOTAL*	$36,828.42	$32,208.12

*total does not include optional items

Doc #   RSSQ39455
Date   06/08/23

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Term

The initial term of this Agreement is listed on page 1, beginning on the date of turn up, test and acceptance or 5 days from turn up, whichever occurs first.

Payment for Service(s)

Customer agrees that the business listed above is responsible for the entire invoice and will incur late charges if not paid within 30 days of due date

Termination of Service(s)

Dedicated Internet Service(s): The customer may terminate Dedicated Internet Service(s) at the end of the prescribed contract period by notifying Kinex thirty (30) days in advance. Upon Customer's request of such termination, all remaining amounts will be accelerated and due upon such termination. Termination liability does not apply to month to month Service.

Quality of Service

Kinex warrants the quality of service of its Internet Services. Kinex will provide reliable 24 X 7 service with a maximum of 2 hour phone response time on an 8 X 5 basis and a 4 hour on-site response time as needed. Any outages that exceed 24 hours will constitute a refund for that period of service.

Entire Agreement

This Agreement shall constitute the entire Agreement between the parties hereto and supersedes all prior agreements and or representations between the parties relating to the subject matter hereof. The parties acknowledge and agree that they have not relied upon any representations not set forth herein in entering into this Agreement. This Agreement shall be deemed fully accepted by both parties upon signing. Any changes or amendment to the Agreement must be in writing and signed by both parties in order to be effective.

Acceptable Use Policy

Unacceptable Conduct

Illegal Use. The Kinex Network may be used only for lawful purposes. Transmission, distribution or storage of any material in violation of any applicable law or regulation is prohibited. This includes, without limitation, material protected by copyright, trademark, trade secret or other intellectual property right used without proper authorization, and material that is obscene, defamatory, constitutes an illegal threat, or violates export control laws.

System and Network Security. Violations of system or network security are prohibited, and may result in criminal and civil liability. Kinex will investigate incidents involving such violations and may involve and will cooperate with law enforcement if a criminal violation is suspected. Examples of system or network violations include without limitation, the following:

(a) Posting a single article or substantially similar articles to an excessive number of newsgroups (i.e., more than 20) or continued posting of articles which are off-topic according to the newsgroup charter, or which provoke complaints from the regular readers of the newsgroup for being inappropriate.

(b) E-mail. Sending unsolicited mail messages, commonly referred to as "spamming", including, without limitation, commercial advertising and information announcements, is explicitly prohibited. A user shall not use another site's mail server to relay mail without the express permission of the site.

(c) Engaging in either (a) or (b) from a provider other than Kinex and using an Kinex account as a mail drop for responses, or to draw attention to a web site housed within Kinex's networks.

(d) Continued harassment of other individuals on the Internet after being asked to stop by those individuals and/or by Company.

(e) Forging of any TCP-IP packet header or any part of the header information, impersonating another customer or otherwise falsifying one's customer name in E-Mail, Usenet postings, on Internet Relay Chat (IRC), or with any other Internet Services).

(f) Privacy violations: Attempts, whether successful or not, to gain access to any other system or customers' private data without express consent of such customer. Unauthorized monitoring of data or traffic on any network or system without express authorization of the owner of the system or network.

(g) Network unfriendly activity: Attempts to interfere with the regular workings of Kinex's systems or network connections of which adversely affect the ability of other people or systems who use Kinex Service(s). Any unauthorized attempts by the customer to gain access to any account not belonging to them on this or any other system; any use of this or any other Company system as a staging ground to disable other systems. Interference with service to any user, host or network including, without limitation, "mailbombing", flooding, deliberate attempts to overload a system and broadcast attacks.

(h) Any activity which violates the laws or statutes of the United States or the laws of the Customer's State and/or locality.

(i) Unauthorized access to or use of data, system or networks, including any attempt to probe, scan, or test the vulnerability of a system or network or to breach security or authentication measures without express authorization of the owner of the system or network.

Warranties / Disclaimers

Kinex's Internet service is provided on an "as is, as available" basis unless stated otherwise in the Kinex's Service Level Agreement (SLA). No warranties, express or implied, including, but not limited to, those of merchantability or fitness for a particular purpose, are made with respect to Kinex's Internet Services(S) or any information or software therein. Customer releases Kinex from all liability or responsibility for any direct, indirect, incidental or consequential damages suffered by Customer in connection with their use of or inability to use the Kinex Internet Services. Without limiting the generality of the foregoing, Kinex disclaims to the full extent permitted by applicable law any responsibility for (and under no circumstances shall be liable for) any conduct, content, goods and services available on or through the Internet or Kinex services. In no event shall Kinex's aggregate liability exceed the amount paid by Customer to Kinex for the Kinex services. Use of any information obtained via Kinex's Internet service is at the Customer's own risk. Kinex specifically disclaims any responsibility for the accuracy or quality of information obtained through its services.
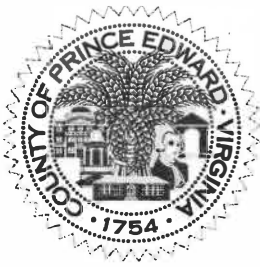
Meeting Date:	June 13, 2023
Item #:	26
Department:	County Administration
Staff Contact:	Douglas P. Stanley/Phillip Moore
Agenda Item:	Community Development Permitting Software

Summary: The County and Town Community Development staffs participated in a Zoom demonstration on Cloudpermit. Cloudpermit is a software system that would provide a much more modern permit platform for both staff and the contractor community. The software would allow for remote permit applications as well as real-time inspection reporting directly back to the contractor. The software would replace the current Bright System software that the County currently uses. If the Town and County were to both go with the software, it would be an easier transition for the public. We also looked at iWorQ Systems, another software vendor. iWorkQ was slightly more expensive and staff was more comfortable with the Cloudpermit product.

As noted above, the big advantages over the current permitting software is the ability to conduct mobile inspections with immediate reporting and the ability for contractors and homeowners to submit permit applications on-line. This will be particularly useful to parties that are not located in Prince Edward who will now not have to travel to Farmville to file for a permit. The software is also cloud based which provided greater flexibility in the event of a hack or computer interruptions at the County.

Cloudpermit is new to Virginia. The Town of Pulaski is currently the only locality in the State using the software. I have previously been involved in the implementation of a new software product that was significantly more expensive (x15) and was specialized to fit the operations of the locality. With Prince Edward being a smaller operation with fewer staff, we feel that we can modify our operations to fit the software. This will allow for a quicker transition to the new software and save on implementation cost.

The Town of Farmville has indicated that they will be moving forward with implementation of Cloudpermit for their building inspections functions as well. Due to the fact that they are only currently in one other locality in Virginia, Cloudpermit has agreed to rebate 100% of the software license cost within 6 months if the County and/or Town decide that we do not like the product. The County would still be responsible for the setup fee. In addition, Cloudpermit has agreed to cap renewal increases at no more than 5% per year.

We anticipate being able to cover the Year One costs of the implementation and software costs with our existing Building Inspections and Planning budgets.

Attachment: Cloudpermit Proposal

Motion _____	Cooper-Jones _____	Gilliam _____	Pride _____
Second _____	Emert _____	Jenkins _____	Townsend _____
		Jones _____	Watson _____
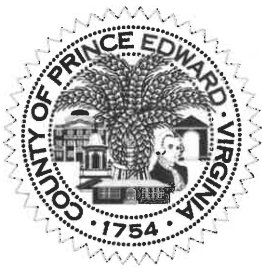
Recommendation: Approve the request to enter into a contract with Cloudpermit for Community Development software at an annual cost of $10,000 with a $6,000 setup fee.

Sample Motion: I move the Board of Supervisors approve the request to enter into a contract with Cloudpermit for Community Development software and authorize the County Administrator to

OR

I move that the Board of Supervisors table the request for further discussion.

Motion _____ Cooper-Jones _____ Gilliam _____ Pride _____
Second _____ Emert _____ Jenkins _____ Townsend _____
Jones _____ Watson _____

Cloudpermit
11911 Freedom Drive, Ste. 720
Reston, Virginia 20190
United States

Order Form

Ship To
Doug Stanley
Prince Edward County
111 South St.
Farmville, Virginia 23901
United States
434-392-8837
dstanley@co.prince-edward.va.us

Bill To
Prince Edward County
111 South St.
Farmville, Virginia 23901
United States

Subscription

Product		Year 1	Year 2	Year 3
Building	Annual Total	USD 6,000	USD 6,000	USD 6,000
Planning	Annual Total	USD 4,000	USD 4,000	USD 4,000
	Subscription Total:	USD 10,000	USD 10,000	USD 10,000

Subscription start date will be the contract signature date unless otherwise stated in the Terms & Condition section.

Service

Description	Annual Total
Implementation Fee	USD 6,000
Service Total:	USD 6,000

Customer Total First Year:	**USD 16,000**

Terms and Conditions

Term: 3 years, billable annually. Client may renew the agreement at a 5% increase on subscription fees.

Invoicing: Subscription invoice to be sent after contract is signed and then annually. Invoice for Implementation Fee to be sent after Go Live Milestone (M2) is approved.

Payment Term: Net 30 days from Invoice Date

Subscription Start Date: Date of contract signature

All stated prices are exclusive of any taxes.

Customer Name: _____

Signature: _____

Printed Name of Person Signing: _____

Title: _____

Date: _____

Accounts Payable Email: _____

By signing here, the Customer agrees to this Order Form, the Software Service Agreement and any other appendices and documentation expressly referenced in this Order Form, the Software Service Agreement and/or any amendments (together the "Agreement").

The individual signing this Agreement represents and warrants that he or she has the right and authority to bind the Customer.

Cloudpermit

_____

Signature:

_____

Printed Name of Person Signing: Jarkko Turtiainen

_____

Title: SVP North America

_____

Date:

_____

Cloudpermit Software

Service Agreement

THIS AGREEMENT is made by and between the **"Customer"** as identified in the Order form and Cloudpermit, Inc. a Delaware corporation with its office at 11911 Freedom Drive, Suite 720, Reston, VA, 20190 (**"Cloudpermit"**).

1.   DEFINITIONS

1.1   Unless the context otherwise requires, the following words and expressions have the following meanings:

"Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. Such control, for purposes of this definition, means direct or indirect ownership or control by agreement or otherwise of more than 50% of the voting interests of the subject entity.

"Agreement" means the Order Form, this Software Service Agreement and all appendices and other documents expressly referenced in the Order Form, this Software Service Agreement and/or any amendments.

"Business Day" means any day other than a Saturday, Sunday or federal holiday in the USA.

"Cloudpermit Software" means the Cloudpermit platform, software applications and any third-party software applications that Cloudpermit will provide access to for the Customer and End Users.

"Confidential Information" means any information made available by one Party to the other, in any form or medium, that is proprietary or confidential to a Party or its affiliates, or their respective customers, suppliers, or other business partners, including, without limitation, all documentation, products, tools, materials, inventions, discoveries, works of authorship, programs, derivative works, information, designs, know-how, trade secrets, configurations, technical information, data, ideas, methods, processes, schematics and business plans, whether or not specifically identified as confidential.

"Customer Data" means information, data and other content that is collected, downloaded or otherwise received by Cloudpermit from the Customer or any End User, but does not include any content that is publicly available, currently or in the future.

"Customer Systems" means the Customer's information technology infrastructure including computers, software, databases, database management systems, other electronic systems and networks, whether operated directly by the Customer or through the use of third-party services that enable the Customer and/or End Users to access the Cloudpermit Software.

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"End User" means any individual with whom the Customer has agreed regarding use of the Cloudpermit Software and to whom Customer (or, when applicable, Cloudpermit at the Customer's request) has supplied an Identifier to access the Cloudpermit Software or to whom Customer otherwise provides access to the Cloudpermit Software. End Users may include, for example, residents, employees, consultants, contractors of Customer, and representatives of any other third parties with which Customer transacts business.

"Fees" means the annual subscription fees, implementation fees and any other fees stated in the Order Form, any Appendix or otherwise agreed to in writing by the Parties.

"Force Majeure Event" means any event or occurrence which is outside the reasonable control of a Party and which is not attributable to any act or failure to take commercially reasonable preventative action by that Party, including war, act of foreign enemies, hostilities (regardless of whether war is declared), terrorist activities, strikes, lockouts, pandemics, interruption or failure of electricity, and Acts of God (including fire, flood, earthquake, hurricane, or other natural disaster), but not including insolvency or lack of funds.

"General Communications Network" means communication networks owned, and/or leased, and operated by internet service providers which allow individuals to access the internet and access the Cloudpermit Software via the internet.

"Identifier" means a user name and password that associates an End User with the End User's account or user ID in the Cloudpermit Software.

"Implementation" means the initial configuration and implementation of the Cloudpermit Software for the Customer.

"Party" and **"Parties"** mean Cloudpermit and its affiliates and/or the Customer.

2. CLOUDPERMIT'S RESPONSIBILITIES

2.1 Cloudpermit will make the Cloudpermit Software available to the Customer pursuant to this Agreement and the additional terms and conditions for use of the Cloudpermit Software by End Users available at www.cloudpermit.com as may be amended from time to time.

2.2 Cloudpermit will use all commercially reasonable efforts to keep the Cloudpermit Software available for use 24 hours a day, 7 days a week, except for downtime or degradation for maintenance, installation, change, data security risk, requirements of law, regulation by government authorities, a Force Majeure Event, or any other circumstances beyond Cloudpermit's reasonable control.

3. CUSTOMER'S RESPONSIBILITES

3.1 The Customer and each End User is required to maintain an internet connection at its own cost to access the Cloudpermit Software.

3.2 The Cloudpermit Software may be used by the Customer and End Users only in accordance with this Agreement and the additional terms and conditions for use by End Users available at www.cloudpermit.com as may be amended from time to time.

3.3 The Customer will at all times maintain and operate in good repair the Customer Systems and take all actions necessary to secure Customer Data and access credentials, including Identifiers. Cloudpermit is not liable or responsible for any delay or performance failure caused by the Customer or Customer Systems.

3.4 If the Customer becomes aware of any actual or threatened harmful activity with respect to Customer Data, Identifiers, unauthorized access to the Cloudpermit Software, or any other breach related to the Cloudpermit Software in any way, the Customer will immediately notify Cloudpermit and the Parties will each mitigate any negative effects of such harmful activity or breach.

3.5 The Customer will promptly, upon request by Cloudpermit, provide all necessary information and guidelines to Cloudpermit for providing the Cloudpermit Software to the Customer and its End Users. The Customer ensures that the information and guidelines it provides are correct.

3.6 The Customer shall not, and shall not authorize any other person to, access or use the Cloudpermit Software except as expressly permitted by this Agreement and the Customer shall not: (a) copy, modify or create derivative works or improvements to the Cloudpermit Software; (b) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available the Cloudpermit Software to any person, including on or in connection with any time-sharing, service bureau, software as a service, cloud or other technology or service; (c) reverse engineer, disassemble, decompile, decode, adapt or otherwise attempt to derive or gain access to the source code of the Cloudpermit Software; (d) access or use the Cloudpermit Software other than by an authorized End User through the use of his or her own then-valid access credentials; (e) input, upload, transmit or otherwise provide to or through the Cloudpermit Software any content, information or materials that are unlawful or injurious, or contain, transmit or activate any harmful code or content; or (f) access or use the Cloudpermit Software for purposes of competitive analysis of the Cloudpermit Software, or for the development, provision or use of a competing software service or product.

4. SERVICE FEES AND PAYMENT TERMS

4.1 In consideration of Cloudpermit's performance of its obligations under this Agreement, the Customer will pay all Fees in the manner provided for in the Order Form.

4.2 All Fees and other amounts payable by Customer stated in the Order Form and in this Agreement are exclusive of applicable taxes.

4.3 All amounts payable to Cloudpermit will be paid by the Customer in full without any set-off, recoupment, counterclaim, deduction, debit or withholding for any reason.

4.4 Any sum not paid by the Customer when due will bear interest from the due date until paid at a rate of 1.5% per month, compounded monthly, or the maximum rate permitted by law.

4.5 Invoices will be sent to the Customer as provided in the Order Form.

5. CHANGES

5.1 Cloudpermit reserves the right to make any changes to the Cloudpermit Software that it deems necessary or useful to: (a) maintain or enhance the quality or delivery of the Cloudpermit Software to its customers, the competitive strength of or market for the Cloudpermit Software, or the cost efficiency or performance of the Cloudpermit Software; or (b) to comply with applicable law.

5.2 Cloudpermit will make reasonable efforts to notify the Customer of any changes in advance. If such advance notice is not reasonably possible, then Cloudpermit will notify Customer after the change without delay.

6. CUSTOMER DATA, PRIVACY AND PROTECTION

6.1 The Parties will each comply with all applicable privacy and data protection laws in force during this Agreement.

6.2 Cloudpermit warrants that it will employ security measures in accordance with Cloudpermit's privacy policy available at www.cloudpermit.com as may be amended from time to time. Neither Party is responsible for the data security of the General Communications Network or any disturbance in the General Communications Network.

6.3 Customer has and will retain sole responsibility for: (a) all Customer Data, including its content and use; (b) all information, instruction and materials provided by or on behalf of the Customer or any End User in connection with the Cloudpermit Software; (c) the Customer Systems; (d) the security and use of Customer's and End Users' access credentials, including Identifiers; and (e) all access to and use of the Cloudpermit Software directly or indirectly by or through the Customer Systems or any End Users' systems.

6.4 Customer will employ all physical, administrative, and technical controls, screening, and security procedures and other safeguards necessary to: (a) securely administer the distribution and use of Identifiers or other credentials to access the Cloudpermit Software; and (b) control the content and use of Customer Data, including uploading or other use or processing of Customer Data, whether or not related to the Cloudpermit Software.

6.5 Cloudpermit warrants that it will not cause or permit any Customer Data to be collected, reproduced, stored or otherwise processed in any manner or for any purpose other than performance of Cloudpermit's obligations stated in this Agreement.

6.6 As between Customer and Cloudpermit, Customer is and shall remain the sole and exclusive owner of all right, title, and interest in and to Customer Data. Customer hereby grants to Cloudpermit a license to use and process Customer Data as necessary for performance of the Cloudpermit's obligations stated in this Agreement and the Customer's and End User's use of the Cloudpermit Software.

6.7 Each Party will promptly notify the other Party if a Party becomes aware of any unauthorized access, use or other act regarding Customer Data or if a Party becomes the subject of any government, regulatory, or other investigation or proceeding relating to its privacy, data security or handling practices.

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6.8 The Cloudpermit Software may provide external links to other sites on the internet, as a convenience for the Customer and End Users. Cloudpermit is not responsible for such linked destinations and such links do not imply Cloudpermit's association, affiliation, sponsorship or endorsement of the content, operation or security of any such linked destination.

6.9 Cloudpermit will provide a mechanism for the Customer to download all Customer Data by Cloudpermit's maintaining a backup of Customer Data during the Term of the Agreement to the fullest extent commercially reasonable in light of the circumstances that required such data recovery and restoration.

7. IDENTIFIERS AND THEIR USE

7.1 Cloudpermit will deliver to the Customer identifiers necessary for access to and use of the Cloudpermit Software in accordance with this Agreement and the additional terms and conditions for use by End Users available at www.cloudpermit.com as may be amended from time to time.

7.2 The Customer will be responsible for the use of the Cloudpermit Software by its employees, agents and End Users, including use of Identifiers. The Customer will notify Cloudpermit without delay if an Identifier has been disclosed to a third party or if the Customer suspects that an Identifier has been disclosed or otherwise misused.

7.3 Upon request by Cloudpermit, the Customer will change any Identifier for access to the Cloudpermit Software, if needed for data security reasons or other risks related to the Cloudpermit Software.

8. DATA LOCATION

8.1 The servers used by Cloudpermit to provide the Cloudpermit Software and all data regarding the Cloudpermit Software will be hosted in the USA.

9. WARRANTIES

9.1 Each Party represents and warrants to the other Party that it has all required powers and capacity to enter into this Agreement, to grant the rights and license granted under this Agreement, and to perform its obligations under this Agreement.

9.2 The Customer represents, warrants and covenants to Cloudpermit that the Customer owns or otherwise has, and will have, the necessary rights and consents in and relating to the Customer Data so that, as received by Cloudpermit and processed in accordance with this Agreement, neither Party and will infringe, misappropriate or otherwise violate any intellectual property rights, or any privacy or other rights of any third party or violate any applicable law.

9.3 EXCEPT FOR THE EXPRESS WARRANTIES STATED IN THIS AGREEMENT, ALL SOFTWARE, SERVICES AND MATERIALS PROVIDED BY ONE PARTY TO THE OTHER HEREUNDER ARE PROVIDED "AS IS". CLOUDPERMIT HEREBY DISCLAIMS ALL CONDITIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE UNDER THIS AGREEMENT, AND CLOUDPERMIT SPECIFICALLY DISCLAIMS ALL IMPLIED CONDITIONS AND WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE.

10. OWNERSHIP AND INTELLECTUAL PROPERTY RIGHTS

10.1 The Customer acknowledges that, as between the Customer and Cloudpermit, Cloudpermit owns all right, title, and interest, including all intellectual property rights, in and to the Cloudpermit Software. The Customer and End Users are granted only a limited right to use the Cloudpermit Software during the term of this Agreement in accordance with this Agreement and the additional terms and conditions for use by End Users available at www.cloudpermit.com as may be amended from time to time.

10.2 If the Customer or any of its employees or contractors sends or transmits any communications or materials to Cloudpermit by mail, email, telephone, or otherwise, suggesting or recommending changes to the Cloudpermit Software, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like, Cloudpermit is free to use and incorporate such feedback irrespective of any other obligation or limitation between the Parties governing such feedback for any purpose whatsoever and without any requirement to pay any compensation to the Customer or to any other person or entity.

11. INDEMNITY

11.1 Each Party will indemnify, defend and hold harmless the other Party and its officers, directors, employees, agents, successors, subcontractors, attorneys, affiliates and assigns from and against any and all losses, damages, liabilities, claims, penalties, fines, costs or expenses of whatever kind, including legal fees, disbursements and charges, and the cost of enforcing any right to indemnification and the cost of pursuing any insurance providers incurred by a Party to the extent arising out of or relating to: (a) any claim by a third party that a Party's acts or omissions with respect to the Cloudpermit Software infringes a third party's intellectual property right, provided that the foregoing obligation does not apply to any claim arising out of or relating to any access to or use of the Cloudpermit Software in a manner contrary to this Agreement or the additional terms and conditions for use by End Users available at www.cloudpermit.com as may be amended from time to time, or contrary to any instructions provided by Cloudpermit regarding use of the Cloudpermit Software or use of the Cloudpermit Software in combination with any hardware, system, software, network or other materials or service not provided or authorized by Cloudpermit; (b) the indemnifying Party's breach of this Agreement; or (c) the indemnifying Party's negligence or willful misconduct in connection with this Agreement.

11.2 If any part of the Cloudpermit Software is, or in Cloudpermit's reasonable opinion is likely to be, claimed to infringe, misappropriate or otherwise violate any third party intellectual property right, or if the Customer's or any End User's use of the Services is enjoined or threatened to be enjoined, Cloudpermit may, at its option and sole cost and expense: (a) obtain the right for the Customer to continue to use the Cloudpermit Software materially as contemplated by this Agreement; (b) modify or replace the Cloudpermit Software, in whole or in part, to seek to make the Cloudpermit Software (as so modified or replaced) non-infringing, while providing materially equivalent features and functionality, in which case such modifications or replacements will constitute the Cloudpermit Software as provided under this Agreement; or (c) by written notice provided sixty (60) calendar days in advance to the Customer to terminate this Agreement with respect to all or part of the Cloudpermit Software (providing a pro-rated refund for any prepaid access to the Cloudpermit Software) and

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require the Customer to immediately cease any use of the Cloudpermit Software or any specified part or feature thereof.

12. LIMITATION OF LIABILITY

12.1 IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY IN CONTRACT, TORT OR OTHERWISE, WHATEVER THE CAUSE THEREOF, FOR ANY LOSS OF PROFIT, BUSINESS, REVENUE OR GOODWILL, DAMAGES CAUSED BY DELAYS, OR A FAILURE TO REALIZE EXPECTED SAVINGS, OR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, AGGRAVATED OR PUNITIVE COST, DAMAGES OR EXPENSE OF ANY KIND, HOWSOEVER ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT OR THE CLOUDPERMIT SOFTWARE, WHETHER OR NOT SUCH DAMAGES, COSTS, LOSSES OR EXPENSES COULD REASONABLY BE FORESEEN OR WHETHER OR NOT THEIR LIKELIHOOD HAS BEEN DISCLOSED.

12.2 NEITHER PARTY SHALL BE LIABLE FOR THE DESTRUCTION, LOSS OR ALTERATION OF THE OTHER PARTY'S DATA OR DATA FILES, NOR FOR ANY DAMAGES AND EXPENSES INCURRED AS A RESULT, INCLUDING EXPENSES INVOLVED IN THE RECON-STRUCTION OF DATA FILES.

12.3 IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY in 11.1ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AGGREGATE AMOUNT PAID OR PAYABLE TO CLOUDPERMIT PURSUANT TO THIS AGREEMENT DURING THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM. MAXIMUM LIABILITY SHALL BE SIX (6) MONTHS OF THE ANNUAL SUBSCRIPTION FEE.

13. CONFIDENTIALITY

13.1 In connection with this Agreement each Party (as the "Disclosing Party") may disclose or make available Confidential Information to the other Party (as the "Receiving Party"). "Confidential Information" means information in any form or medium (whether oral, written, electronic or other) that the Disclosing Party considers confidential or proprietary, including, information consisting of, or relating to, the Disclosing Party's technology, trade secrets, know-how, business operations, plans, strategies, customers and pricing and information with respect to which the Disclosing Party has contractual or other confidentiality obligations, in each case whether or not marked, designated or otherwise identified as "confidential".

13.2 Confidential Information shall not include any data or information: (i) that, at the time of disclosure, is in or, after disclosure, becomes part of the public domain, through no act or failure on the part of the Receiving Party; (ii) that, prior to disclosure by the Disclosing Party, was already in the possession of the Receiving Party, as evidenced by written records kept by the Receiving Party in the ordinary course of its business, or as evidenced by proof of actual prior use by the Receiving Party; (iii) that was independently developed by the Receiving Party, by persons having no direct or indirect access to the Disclosing Party's Confidential Information provided that the Receiving Party provides clear and convincing evidence of such independent development; or (iv) which, subsequent to disclosure, is obtained from a third person: (A) who is lawfully in possession of the such information; (B) who is not in violation of any contractual, legal, or fiduciary obligation to either Party, as applicable, with respect to such information; and (C) who does not prohibit either Party from disclosing such

information to others; (v) is further disclosed with the prior written consent of the Disclosing Party, but only to the extent of such consent; or (vi) is a disclosure required by state or federal open records laws or a disclosure ordered by a court or similar adjudicator or authority.

13.3 Each Party will, and will cause its employees, agents and contractors to hold Confidential Information of the other Party in confidence, and will use the same degree of care by instruction, agreement or otherwise, to maintain the confidentiality of the other Party's Confidential Information that it uses to maintain the confidentiality of its own Confidential Information, and with at least a reasonable degree of care commensurate with the nature and importance of such Confidential Information. Each Party agrees not to make use of Confidential Information other than for the exercise of rights or the performance of obligations under this Agreement, and not to release, disclose, communicate or make it available to any third person other than employees, agents and contractors of any Party or third party who reasonably need to know it in connection with the exercise of rights or the performance of obligations under this Agreement.

13.4 In the event that a Party receives a request to disclose all or any part of the Confidential Information under the terms of a valid and effective subpoena or order issued by a court of competent jurisdiction or by a governmental authority, such Party will: (i) immediately notify the other Party of the existence, terms and circumstances surrounding such a request; (ii) consult with the other Party on the advisability of taking legally available steps to resist or narrow such request; and (iii) if disclosure of such Confidential Information is required, exercise reasonable efforts to obtain an order or other reliable assurance that confidential treatment will be accorded to such portion of the disclosed Confidential Information which the other Party so designates.

13.5 Each Party acknowledges and agrees that any unauthorized use or disclosure by it of any of the other Party's Confidential Information, in whole or part, will cause irreparable damage to the Disclosing Party, that monetary damages would be an inadequate remedy and that the amount of such damages would be extremely difficult to measure. The Receiving Party agrees that the Disclosing Party shall be entitled to seek temporary and permanent injunctive relief to restrain the Receiving Party from any unauthorized disclosure or use. Nothing in this Agreement shall be construed as preventing the Disclosing Party from pursuing any and all remedies available to it for a breach or threatened breach of this Agreement, including the recovery of monetary damages from the Receiving Party.

13.6 Cloudpermit is entitled to identify the Customer as a user or former user of the Cloudpermit Software without violating any confidentiality obligation.

14. TERM AND TERMINATION

14.1 This Agreement commences on the date of its execution by the Customer and will continue in effect for the term stated in the Order Form unless terminated earlier under any of this Agreement's express provisions

14.2 Either Party may terminate this Agreement by giving written notice to the other Party upon the occurrence of any of the following: (a) the other Party defaults with respect to a material obligation under this Agreement and does not remedy that default within ten (10) Business Days after receiving written notice of the default; or (b) the other

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Party: (i) makes a general assignment for the benefit of its creditors; (ii) has issued against it a bankruptcy order or otherwise becomes subject to any involuntary proceeding under any domestic or foreign bankruptcy law; or (iii) commences or institutes any application, proceeding or other action under any law relating to bankruptcy, insolvency, winding-up, reorganization, administration, plan of arrangement, relief or protection of debtors, compromise of debts or similar laws. Termination related to such assignment or bankruptcy will not result in any penalties or liability to either Party.

14.3 Upon the expiration or termination of this Agreement, except as expressly otherwise provided in this Agreement: (a) all rights, grants of rights, licenses, consents and authorizations by either Party to the other will immediately terminate; (b) notwithstanding anything to the contrary in this Agreement, with respect to Confidential Information then in its possession or control: (i) the Receiving Party may retain the Disclosing Party's Confidential Information in its then current state and solely to the extent and for so long as required by applicable law, (ii) Cloudpermit may retain Customer Data in its backups, archives and disaster recovery systems until such Customer Data is deleted in the ordinary course of its business, (iii) all information described in this Agreement will remain subject to all confidentiality, security and other applicable requirements of this Agreement; and (c) Cloudpermit may disable all Customer and End User access to the Cloudpermit Software.

14.4 Termination or expiration of this Agreement will be without prejudice to any rights, remedies or obligations of the Parties accrued under this Agreement prior to termination or expiration.

15. FORCE MAJEURE

15.1 Neither Party will be liable for failure to fulfill, or for delay in fulfilling, its obligations required hereunder due to a Force Majeure Event.

15.2 The Party whose performance under this Agreement is prevented or delayed by a Force Majeure Event will advise the other Party by notice in writing of the occurrence of the Force Majeure Event as soon as possible and shall do all things reasonably possible to mitigate any loss being caused to the other Party by reason of the Force Majeure Event, and will notify the other Party of the termination of the Force Majeure Event.

16. NOTICES

16.1 Every notice or other communication between the Parties will be deemed to have been given and made if in writing and if served by personal delivery upon the Party for whom it is intended, when sent by registered or certified mail, return receipt requested, or by a national courier service, or if sent by email (receipt of which is confirmed) to the Customer's and Cloudpermit's contact persons as stated in the Order form.

16.2 Any such notification will be deemed to have been delivered: (a) upon receipt, if delivered personally; (b) on the next Business Day, if sent by national courier service for next business day delivery or if sent by email and (c) in five Business Days if sent by mail when the actual time of receipt is not otherwise shown by the postal system. Any correctly addressed notice or last known address of the other Party that is reasonably relied upon that is refused, unclaimed, or undeliverable because of an act or omission of the Party to be notified shall be deemed effective as of the first date

that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities by mail, through messenger or commercial express delivery services.

17. ASSIGNMENT

17.1 Neither Party may assign or transfer this Agreement or any right under this Agreement without the prior written consent of the other Party, except to an Affiliate or successor in interest by merger, acquisition or reorganization.

18. AMENDMENTS AND WAIVERS

18.1 No amendment to this Agreement will be valid or binding unless it is made in writing and executed by all Parties. No waiver of any breach of any provision of this Agreement will be effective or binding unless made in writing and signed by the Party purporting to give any waiver and, unless otherwise provided, any waiver will be limited to the specific breach waived.

19. SEVERABILITY

19.1 If a provision of this Agreement is or becomes invalid, ineffective or unenforceable, the validity, effectiveness or enforceability of the remaining provisions will remain unaffected. The Parties will negotiate in good faith to replace the invalid, ineffective or unenforceable provision immediately with a valid, effective or enforceable provision which comes as close as possible to the spirit and purpose of the provision to be replaced.

20. APPLICABLE LAW AND DISPUTES

20.1 This Agreement is governed by the laws of the state in which the Customer is located excluding any conflict of law rule or principle of such laws that might refer such interpretation or enforcement to the laws of another jurisdiction. Each Party submits to the jurisdiction of the applicable court(s) in such location with respect to any matter arising under this Agreement.

21. CONTINUING TO PERFORM

21.1 Except in the event of termination of this Agreement pursuant to its terms, during a dispute or notice or cure period, Cloudpermit will continue to fulfill all its obligations under this Agreement, and Customer will continue to make all payments required by the Agreement.

22. ENTIRE AGREEMENT

22.1 This Agreement is the complete agreement between the Parties concerning the subject matter of this Agreement and replaces any prior oral or written communications between the Parties. There are no conditions, understandings, agreements, representations, or warranties expressed or implied, that are not specified in this Agreement including, without limitation, the Order Form. In the event and to the extent of an inconsistency or conflict between any of the terms of this Agreement, including its appendices, and any other documents incorporated herein by reference, the conflict or inconsistency shall be resolved by giving those provisions and

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documents the following order of descending precedence: (1) the Order Form; (2) this Software Service Agreement; (3) any Appendices; (4) any other document referenced by this Agreement or agreed to by the Parties, unless it expressly and specifically replaces or modifies any of the prior documents, in whole or in part.

23.   RELATIONSHIP

23.1   The Parties are independent contractors and no other relationship is intended. Nothing herein shall be deemed to constitute either Party as an agent, representative or employee of the other Party, or both Parties as joint venturers or partners for any purpose. Neither Party shall act in a manner that expresses or implies a relationship other than that of independent contractor. Each Party shall act solely as an independent contractor and shall not be responsible for the acts or omissions of the other Party. Neither Party will have the authority or right to represent nor obligate the other Party in any way except as expressly authorized by this Agreement.

24.   NO THIRD PARTY BENEFICIARIES

24.1   This Agreement is for the sole benefit of the Parties and their successors and assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy. End Users may benefit from their use of the Cloudpermit Software, but End Users' relationships to the Parties are not defined by this Agreement because they are defined solely: (a) to Cloudpermit by the terms and conditions for use by End Users available at www.cloudpermit.com as may be amended from time to time; and (b) to the Customer by separate agreement(s), if any, between the Customer and End Users.

25. EXECUTION

25.1 ***This Agreement must be executed simultaneously in two separate places***: (1) on the Order Form; and (2) in the signature block below (<u>both documents must be signed by the Customer before execution of this Agreement is complete</u>). They may be executed in two or more identical counterparts, or by way of facsimile and electronic transmission without any further exchange of documents containing original signatures, each of which when executed by a Party will be deemed an original and such counterparts together will constitute one and the same Agreement.

CUSTOMER NAME: _____

Signature: _____

**Printed Name of
Person Signing:** _____

Title: _____

Date: _____

☐ I confirm that I have received and read all applicable product descriptions.

By signing here, the Customer agrees to the Order Form, this Software Service Agreement and any other appendices and documentation expressly referenced in the Order Form, this Software Service Agreement and/or any amendments (together the "**Agreement**").

The individual signing this Agreement represents and warrants that he or she has the right and authority to bind the Customer.

_____**Cloudpermit**_____

Signature: _____

**Printed Name of
Person Signing:** _____**Jarkko Turtiainen**_____

Title: _____**SVP North America**_____

Date: _____

Cloudpermit

CLOUDPERMIT
IMPLEMENTATION MODEL

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Cloudpermit ⊙

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CLOUDPERMIT IMPLEMENTATION DESCRIPTION

The implementation model, described herein, details the proven model used to implement the various products offered by Cloudpermit for a new public-facing solution for the Customer. This is accomplished through a five-stage implementation process: Stage 1 – Kickoff, Stage 2 – Workshop, Stage 3 – Configuration, Stage 4 - Training & Testing and Stage 5 - Go Live.

The product(s) to be implemented is identified on the approved order form and is inclusive of the functionality that is identified in the product specific documentation.

Any services not listed on the Order Form are considered out of scope and can only be added through an agreed upon change order.

IMPLEMENTATION TIMELINE

The implementation schedule for Cloudpermit is mutually agreed upon prior to the Kickoff meeting and documented with a project plan. Any modifications or extensions to the project plan will be requested through the customer's authorized representative and evaluated by Cloudpermit Head of Professional Services for review and discussion. If this modification or extension is granted, Cloudpermit will provide a change order to be signed by the Customer. Cloudpermit standard implementation timeline is detailed below.

Cloudpermit Estimated Project Timeline	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8	Week 9	Week 10	Week 11	Week 12	Week 13	Week 14	Week 15	Week 16	Week 17	Week 18	Week 19
Building Department		5-6 weeks																	
By-Law or Code Enforcement							4-5 Weeks												
Planning Department										8-10 weeks									

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Cloudpermit

To manage this timeline, Cloudpermit Implementation Specialist will establish a weekly meeting checkpoint to ensure the implementation is on track and weekly action items are achieved.

IMPLEMENTATION MODEL

As part of the Implementation Model, Cloudpermit and the Customer will be responsible for performing tasks throughout the various stages of the implementation process. The following is a description of tasks needed to successfully complete the implementation of the Cloudpermit Product. For a more detailed description please refer to the Cloudpermit Implementation Methodology documentation.

Kickoff

A meeting between Cloudpermit and the Customers staff and key stakeholders to provide an overview of the product, discuss the goals and objectives and the agreed upon project schedule to establish a plan for a successful implementation.

Workshop

Cloudpermit solution is built on standard, out of the box, functionality. The workshop will ensure that the Implementation Specialist has a full understanding of the business processes, the details the municipality needs to collect from the applicant, fee schedules and any templates which needs to be generated. Cloudpermit standard out of the box solution integrates with ESRI ArcGIS through a REST(API) to establish the property location and also integrates with certain Payment Providers to allow for online payments. Cloudpermit encourages the use of 3rd party payment providers which are already integrated with Cloudpermit. The Implementation Specialist can provide a full list of the 3rd party payment providers, however, if the municipality uses another 3rd party vendor, then a custom integration is needed and could impact the schedule. This should be identified as soon as possible to minimize the impact to the schedule.

Note: Any Non-Standard Integrations are subject to additional Scope and costs.

Configuration

Configuration of Cloudpermit with the features and functionalities needed to allow the customer the ability to process applications using the online Cloudpermit solution.

Training & Testing

Cloudpermit Implementation Specialist will provide two (2) standard training sessions to key users of the system to ensure the customer can successfully test the product.

Additional Training: Cloudpermit's training is built to ensure the customer is ready to utilize the software to its full extent. In some cases, additional training is necessary during implementation or Post Go Live. The customer can order additional training according to Cloudpermit's price list.

Go Live

Go Live includes a Go/No Go decision prior to a scheduled Go Live meeting where the training environment configuration will be promoted to the production. At the Go Live meeting the customer will

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submit their first Customer permit/application and/or create their first case in Cloudpermit to satisfy the Customers go live.

MILESTONES & ACCEPTANCE CRITERIA

Milestones are used for acceptance of various steps within the Implementation process. At the completion of each milestone the client will receive a Milestone Acceptance Document to be signed accepting that the tasks provided within each milestone have been completed. It is agreed that the Customer will accept each Milestone, unless such Milestone contains a "go live blocker" defect and Customer so notifies Cloudpermit, in writing, within 5 business days of the Milestone Acceptance Request. Milestones that do not receive notification of non-acceptance within 5 business days will be deemed accepted.

Milestone Number	Milestone Description	Billable Amount
M1	Project Plan Acceptance	50%
M2	The kickoff, configuration, and 1st training sessions has been completed	50%
	Go Live tasks have been completed and the first permit/application is entered in Cloudpermit production Environment.	

Once Cloudpermit has provided corrections, Customer will have Seven (7) business days to verify that the corrections are sufficient and to provide written notice of any failure to correct a Go Live Blocker. If no written notification is provided, the corrections and the Milestone will be deemed accepted.

Cloudpermit will correct all Go Live Blockers as described above and handle Post Go Live issues within a reasonable Post Go Live window. All other Defects will be tracked for potential future releases. Notice of any Go Live Blocker defect must be provided to Cloudpermit in writing.

CHANGE MANAGEMENT

Cloudpermit Implementation Model provides a comprehensive, fully inclusive approach to implement the Cloudpermit solution. During the implementation process, additional needs may be identified for the Customer, that are outside of the project scope. These items once identified will be managed through a Change Request. The Change Order will identify the request, detail the requirements and justification and any scheduling or cost implications resulting from the change Request.

ADDITIONAL SERVICES COST

Additional Services are available from the Professional Services team that may not be included in the previously agreed upon scope. Cloudpermit can provide additional services as per the price list and through a change order

For on-site meetings, travel and per diem expenses will be invoiced to the Customer in accordance with Cloudpermit Travel Policy which will include airfare, mileage, hotel accommodations and daily per diem.

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Cloudpermit Building Permitting Product Description 2023

Cloudpermit

Products |

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General Description

Cloudpermit is online community development software that provides local governments with Software-as-a-Service (SaaS) products available 24/7.

The Cloudpermit product portfolio includes Building Permitting, Planning, Land Use Permitting, and Code Enforcement products.

This product description applies to Building Permitting product.

The information in this document is subject to change without notice aligning with future releases. Releases supply information about new features and non-security updates.

Cloudpermit Core Benefits

Cloudpermit supplies one complete end-to-end product for local governments to manage the entire building, licensing, and planning e-permitting and code enforcement case process. It allows all parties integral to the process, from applicants to authorities to key stakeholders. This ensures that all parties receive real-time information about applications, licenses, and cases.

Below are described the primary benefits Cloudpermit provides to its customer base:

⇒ Cloudpermit standardizes local government's building, licensing, planning, and code enforcement processes by supplying the best digital practices.
⇒ The 24/7 online service on any browser or operating system allows remote and mobile work on-site.
⇒ Monthly releases enable automatic updates to the product providing the latest updates and enhancements while not requiring users to download or install any software files.
⇒ A cloud-based SaaS product provides a quick and easy implementation with a municipality-based configuration, lessening the burden on municipal resources.
⇒ Through interactive maps, local governments can use high-quality location data and up-to-date property information. This up-to-date property information is derived directly from the local government's Geographic Information System (GIS).
⇒ Workspaces enable instant collaboration and communication within applications and code enforcement cases, simultaneously speeding up processes and improving the workflow for all involved parties.

Cloudpermit Building Permitting

The Building Permitting product supplies online applications for public builders and municipal building authorities. The product is accessible on any browser and mobile device with an Internet connection.

The Building Permitting product enables the following features:

⇒ It provides end-to-end, online software for local government building department customers, which helps them to manage applications efficiently and effectively.
⇒ It allows the public to submit and track their building applications online.
⇒ It helps streamline processes associated with the day-to-day responsibilities of building departments.
⇒ It offers unique features to assist with pre-consultation, application reviews, inspections, permit issuance, and much more.

The Cloudpermit software is automatically updated periodically with the latest updates and enhancements, not requiring users to download or install any software files.

Cloudpermit Common and Building Permitting Features

Cloudpermit comprises unique features standard throughout the product. These include **Registration and Login, Dashboard, Workspace, Configuration tools, Interactive Maps,** and **Messaging.**

Cloudpermit Common Features:
Cloudpermit Registration and Login
Cloudpermit Dashboard
Cloudpermit Workspace
Configuration Tools
Interactive Maps
Messaging

The **Building Permitting** software provides **Pre-Consultation, Review Management, Circulation, Inspections, Fees Management,** and **Report Management** features to enhance an excellent user experience in the building workflow.

Cloudpermit Building Permitting features:
Pre-Consultation
Review Management
Circulation
Inspections
Fees Management
Report Management

Cloudpermit Registration and Login

Cloudpermit maintains one centralized login function supplying the same functionality for public users and municipal authorities.

The login can be integrated with the organization's Active Directory (option) or a third-party Multi-Factor Authentication (MFA).

Municipal authorities will receive the Cloudpermit User ID during the product configuration.
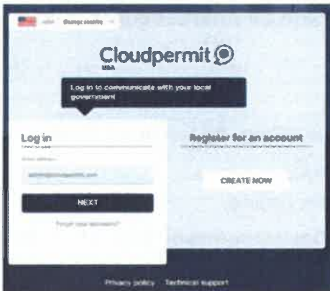
A public user must first register the Cloudpermit account to the service. Through registration, the user is guided through a draft application to ensure an understanding of functionality.
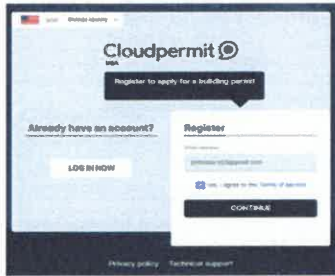
Cloudpermit Dashboard

The Cloudpermit dashboard displays high-level information in a compact view. It enables new application creation, tracking user notifications and action requests, and searching, sorting, and filtering workspaces at each application lifecycle stage.

The dashboard includes the **"Tasks and requests"** view that notifies users about action requests.

The dashboard allows applicants and municipal authorities to search and filter properties, applications, and code enforcement cases using various preconfigured search criteria.

The **"Results"** section shows the filtered workspaces in a list mode or a map view according to a user's choice.

⇒ In the map view, the users can adjust their map by zooming in/out or choosing different layers to display the property location.
⇒ The list view shows the results as cards with the selected essential information of each workspace.

The "Results" section with a map view.

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The primary navigational and functional elements are the same for applicants and municipal authorities in their dashboard in Cloudpermit. However, municipal authorities have additional features, like the **Inspections** section with quick access links to **My today, Dispatching,** and **Cancelled** inspections workspaces.

The quick access links in the user dashboard.

Inspections

| MY TODAY | 14 | DISPATCHING | 23 | CANCELLED | 0 |

Cloudpermit Workspace

The Cloudpermit workspace is the core collaborative space for adding, updating, changing, uploading, and storing application and project information.

Each workspace holds the processes, functionality, and data fields necessary to manage, approve, and issue building and planning applications and code enforcement cases.

The "Building Permit" application workspace.
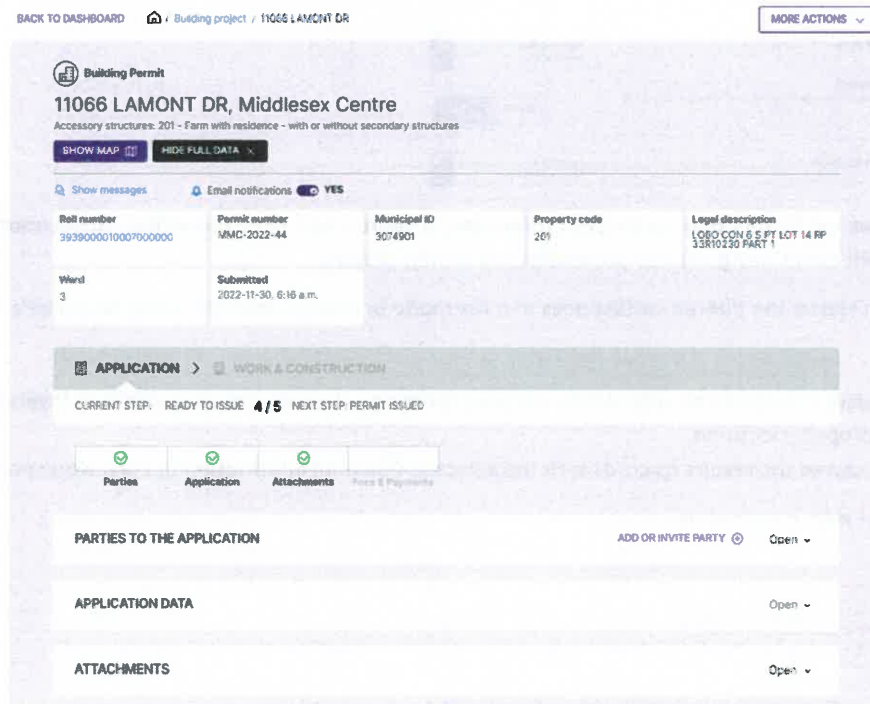
Interactive Maps

All Cloudpermit users can benefit from the interactive maps within Cloudpermit.

The interactive maps enable applicants to search for properties by address, roll number, PIN, or PID, enter property details manually, or map properties on the interactive map during the application creation.

Cloudpermit displays the property on a map with the location details.

Location for the application

Select a property for the application. Search by address or roll number or point to a location on the map. If the subject land consists of more than one property, additional properties are added later.

Middlesex Centre, Ontario   Q 10187 GREYSTEAD DR   ✕

Address
10187 GREYSTEAD DR

Property details
Roll number: 3939000030205000000
Municipal ID: 3544736
Property code: 261 - Land owned by a non-farmer improved with a non-farm residence with a portion being farmed

Other information
Ward: 3
Legal description: CON 11 N PT LOT 7

CANCEL   BACK   NEXT →

On the department side, the GIS integration aids municipal authorities in selecting permit and inspection working areas, planning routes, and navigating optimal driving instructions for inspectors with a Google Maps integration. The map integration allows municipal authorities to read and accurately calculate property size, display information, and assign different sites based on locations and zones.

Messaging

The Messages feature is for all users and stakeholders. Built into each application, users can send, reply, and follow an application's public (messages visible to all users) or direct (messages visible to selected recipients) workspace messages within the application.

This real-time communication can remarkably speed up the application process for all parties associated with the application.

The workspace for public messages.

Workspace messages   CLOSE ⓧ

| Public | Direct |

👥 Participants
Alice Administrator AUTHORITY Sofia Doc

APPLICATION +

Sofia Doc   2022-02-17, 9:50 a.m.

Hi, do I need to provide more building drawings to my application?
REPLY ↺

You AUTHORITY   2022-02-17, 9:51 a.m.

Hi Sofia, thank you for your message. Your attachments are Ok. No other drawings are needed.
REPLY ↺

[Write new message here]   →

Pre-Consultation

Pre-consultation is a pre-application step that is usually voluntary for building applicants. However, local governments may configure it as a mandatory step for specific application types.

Suppose pre-consultation is not mandatory in the selected building application type. In that case, applicants may decide during the application creation if they wish to have pre-consultation for their building plans. The pre-consultation option is available after selecting the application type, category, work type, and target for the draft application.

The applicant requests a pre-consultation in the application.

Select category, type and target for your application

The pre-consultation process includes one or more interactive meetings arranged through Cloudpermit. In that way, applicants and their authorized representatives can present and discuss their development proposal with relevant staff and external agencies within the local government well advanced of the project start. Cloudpermit enables municipalities to track and document their pre-consultation process digitally.

The pre-consultation process is as follows:

⇒ Applicants request a pre-consultation through a guided step-by-step process in Cloudpermit. The pre-consultation usually includes one or more meetings between the parties, which the municipal building authorities set up via Cloudpermit.

⇒ Upon meeting completion, the municipal building authority prepares a pre-consultation report and a draft approval application with requirements for the applicants to submit to the municipality in Cloudpermit.

Review Management

The Review Management is for municipal authorities.

Cloudpermit enables municipal authorities the management of application submission reviews by providing a variety of review types that municipal administrators can configure for relevant application reviewers in Cloudpermit.

Municipal authorities assess each application and its plans after they are submitted. If the application requires extra reviews, municipal authorities request them from the appropriate reviewers. After completing evaluations, reviewers mark the forms and attachments evaluated as complete. If the application requires revisions from the applicant, a change request will be sent to the applicant.

The Reviews section in the building application workspace.

When a change is requested for the application, Cloudpermit creates a task for applicants, which appears in the dashboard's Task and requests section. Applicants will also be notified via email about the change request.

After providing the required changes for the application, municipal authorities verify them. Also, the review result, notes, and time used are recorded in Cloudpermit. After completing all required application reviews, municipal authorities create a permit on configurable templates in Cloudpermit.

Circulation

Circulation is an essential part of processing workspaces within Cloudpermit.

Cloudpermit allows municipalities to decide which internal and external organizations, agencies, and corporations may participate as stakeholders in the Circulation process and add them to the municipality's approver groups in Cloudpermit.

In practice, the responsible municipal authority circulates the building application to the stakeholders, such as fire, water, or sewerage departments requesting comments or approvals in Cloudpermit. This way, comments and approvals can be requested from all stakeholders concurrently, which speeds up the approval processes.

Cloudpermit supplies user management and task assignment functionalities for stakeholder organizations to manage requests and internal circulation. However, the municipal building department's authorities can control who can see the original comments online. Cloudpermit also notifies the assigned circulation authorities or organization's administrators of new circulation requests and approaching due dates.

Additionally, Cloudpermit allows municipal department authorities to complete the circulation request on the stakeholders(s) behalf and record their results in Cloudpermit. That way, Cloudpermit can help municipal authorities ensure all circulations are accurately recorded on Cloudpermit and save time.

The municipal building authority completed the circulation request.

After circulation, the requesting municipal authority prepares and publishes a report to applicants, including received comments and approvals for the project.

Cloudpermit notifies the assigned circulation authorities or the organization's administrator of new circulation requests and approaching due dates.

Permit Issuance

The Permit Issuance feature is for municipal authorities.

The feature enables municipal authorities to **define, create,** and **issue permits** on pre-configurable templates. It also allows them to decide the project's required inspections and permit fees.

After completing reviews and acknowledging application payments, municipal authorities prepare the permit for issuance.

⇒ All issued permit PDFs are downloadable and saved in the application's "Permits" section in Cloudpermit.

⇒ Applicants and municipal authorities have access to all permits on the application anytime.

*The "Permits" section in the building application workspace.*

Inspections

A crucial component of Cloudpermit is the Inspections feature for municipal building authorities.

The Cloudpermit configuration enables municipal authorities to configure a set of default inspections for the selected application types.

They can manage inspections by adding new ones, removing unnecessary ones, and publishing a list of required inspections on each application they work on.

The inspections configuration workspace.
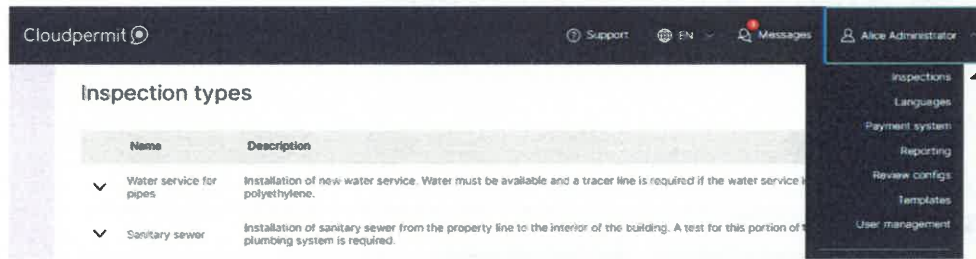
Applicants request inspections through the Inspections feature in their application in Cloudpermit and decide the date and time of the inspection.

Once the inspection request is dispatched to the relevant inspector, Cloudpermit allows building and planning inspectors to conduct on-site mobile inspections.

Inspectors only need to write their notes once, ensuring all data is available for all municipal authorities within the department online on any connected mobile device.

Inspectors have all permit information, property contact information, approved drawings, reports, and previous inspection data online in Cloudpermit.

Inspectors can do the following:

⇒ Manage deficiencies and orders online.
⇒ Upload photos to their inspection notes during the on-site visit.
⇒ Benefit from the configured templates while creating reports and certificates on-site.

All conducted inspections with the downloadable inspection report PDFs are recorded in the "All Visits" section in Cloudpermit.

*The "All Visits" section in the inspection workspace.*

Fees Management

The Fees Management feature is for municipal authorities.

The feature is an all-in-one solution that allows Cloudpermit to manage permit and application fees. It facilitates payments made and received in person or online via native third-party integrations.

Municipality administrators create and process fees using preconfigured fee items. Additionally, Cloudpermit allows automation of fee calculation for deposits and upfront fees. The fee automation inserts the appropriately calculated fee for the bill to be paid online. Additionally, Cloudpermit automatically prepares and sends applicants a downloadable invoice PDF via email.

The fees and schedules configuration workspace.
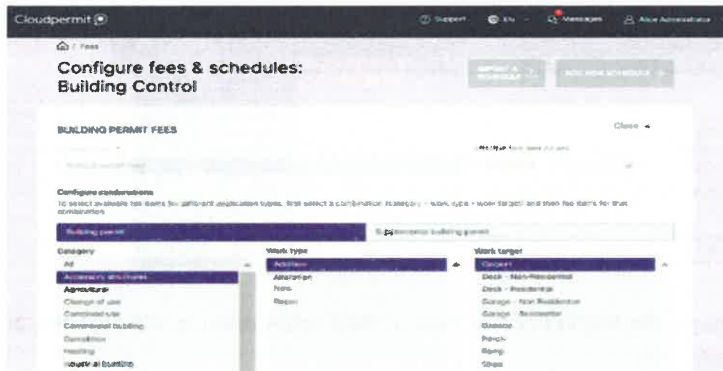
The integrated online payment solution has the following benefits:

⇒ Online payment remarkably reduces on-premises cash payments because applicants can safely make payments online 24/7 and benefit from better transparency in their paid fees.

⇒ Online payment enables municipal authorities to automate permit delivery straight after the permit fee is acknowledged.

The selection of integrated online payment providers in Cloudpermit is limited. The third-party integration chapter on page 13 lists available integrated payment checkout systems.

However, Cloudpermit can integrate the payment process into local governments' payment checkout systems upon agreement (priced separately).

Report Management

The Report Management feature is for municipal authorities.

This feature provides customizable data exports for permits, payments, inspections, and review data. It also enables automatic assessment reporting for selected regions.

Processing time, review, and inspection reports reveal the organization's performance, supporting the process's improvement. The reporting data helps municipalities report issued permit numbers and types. It also provides a view of current open permits and in-progress applications.

Configuration Tools

According to the municipality's requirements, local government administrators have complete control of the service, including the Cloudpermit configuration.

Cloudpermit Building Permitting configuration enables the following:

⇒ Managing approver and user groups
⇒ Working application type configuration with requirements for each type
⇒ Configuring and managing inspections

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⇒ Configuring and managing application fee items for schedules
⇒ Managing payment page settings
⇒ Supporting managing review configurations
⇒ Allowing automating notifications, for example, for permit expiry.
⇒ Managing language settings and selection in the user interface
⇒ Managing building document templates
⇒ Managing role-based permission in user management.

Cloudpermit also develops and sets various application templates and forms for municipal users.

Configuration Description

The tables below display the Building Permitting features configuration.

Configuration:

Section	Component	Description
Building permit categories	Category description	It allows changing the description of a category.
Building permit categories	Project types	It includes work categories, work types, and work targets.
Supplemental building permit	Categories	It allows the selection and editing of types of supplemental building permits.
Attachment types	Add a new attachment type	It includes available attachment types for permits.
Reviews and required forms, attachments, and review configs	Forms	The available forms will be added as required for any application type.
Permit numbering	Permit number	It allows assigning a numbering system to a municipality.

Fees Management:

Section	Component	Description
Fee schedule	Configuration	It includes a list of available fees specific to each client.
Other settings	Online payment	It allows configuring Cloudpermit to accept online payments from various service providers.

Inspections:

Section	Component	Description
Inspections	Time slots	Cloudpermit supports two timeslots for inspection scheduling: 8:00 - 12:00 p.m. and 12:00 p.m. - 4:00 p.m.

| Inspection types | Inspection subtypes | Cloudpermit supports two inspection subtypes currently. |

Templates:

Section	Component	Description
Templates	PDF Templates for inspections	It includes permit templates with customizable layouts.
Templates	PDF Templates for inspections	It includes template types.
Location for the application	Extra map layers	Cloudpermit can enable additional map layers for the client.

Application & Review:

Section	Component	Description
Sign off	Compliance language	It enables wording specific to country/province/state. Cloudpermit supports the following languages: en-ca, en-us, and fr-ca.

Cloudpermit Third-Party Integrated Systems

Cloudpermit has standard configurable integrations to over twenty (20) systems categorized under six different integration types described below.

Suppose the need for integration with a standard configurable integration cannot be fulfilled. In that case, Cloudpermit may integrate a new system, make a minor change to an existing one, or develop a custom one. These integrations are priced separately and, if applicable, addressed within your contract.

Standard Configurable Third-Party Integrations

Cloudpermit has integrations to third-party systems that can be configured for the client as part of the standard implementation. These integrations may include monthly or annual fees, which will be stated in a contract.

Geographic Information System (GIS)

Cloudpermit supports a one-way integration with the municipal authority's GIS to search properties by civic address or property identifier, retrieve property information, read map layers to be shown on maps, and retrieve owner information.

Supported GIS integrations include the following:

- **ESRI ArcGIS**
- **CGIS**
- **CartoVista**
- **MuniSight**

Online Payment

Cloudpermit integrates with most online payment providers through various online checkout systems or payment gateways to process fees and dues. Users can choose an online payment option for their bills when an online payment integration is configured for a municipality.

Payer information and bill contents are sent to the PCI-compliant payment provider and forwarded to the provider's checkout page. The payment provider returns information about the success of the payment. Where necessary (and possible), the convenience fees are configured in the payment system.

Supported Online Payment integrations include the following:

- **Allpaid**
- **Bambora**
- **CCP/NIC Online Payment**
- **ePay**
- **E-xact**
- **Government Window**
- **Merchante**
- **Moneris**
- **OpenEdge**
- **Paymentus**
- **PayNowlink**
- **Square**
- **Stripe**
- **Payeezy**

Authentication through Open ID Connect (OIDC)

When a user account is linked to an external system for authentication, Cloudpermit sends the authentication through an Open ID Connectivity (OIDC) API (Application Program Interface) to a third-party login page for the organization.

With this integration, the whole authentication happens in the third-party system, which returns a success of authentication to Cloudpermit. The integration does not include authorization; all groups and permissions are managed in Cloudpermit.

Supported OIDC authentication integrations include the following:

- **Azure AD**

Additional AD integrations are priced separately and, if applicable, addressed within your contract.

Multi-Factor Authentication (MFA)

When a Multi-Factor Authentication (MFA) is needed for a department, Cloudpermit login will require at least Two-Factor authentication.

After successful Cloudpermit authentication, the users will be sent to a third-party system for second-factor authentication, such as a mobile app or Security Management System (SMS).

The third-party system must supply an OIDC (Open ID Connect) interface, and it returns the success of the second-factor authentication to Cloudpermit.

Supported MFA integration includes the following:

- **Duo**

Additions and Minor Changes to Third-Party Integrations

Cloudpermit adds integrations with new systems if the integration is for an existing integration type, e.g., Online Payment or GIS. Cloudpermit has confirmed that the third-party system has Application Program Interfaces (APIs) that support the current integration model.

All integrations to new systems and minor changes to existing system integrations must be agreed upon separately, and they are not included in the standard implementation. Delivery may contain a development fee and an annual or monthly fee.

Cloudpermit will give an estimated future release for integration upon agreement.

Custom Integrations

All other integrations not Configurable Standard integrations, minor changes to existing integrations, or new systems with an existing integration type are considered Custom Integrations.

All custom integrations require a feasibility study and specifications before the agreement. Cloudpermit will give an estimated future release for integration upon agreement.

Delivery of a Custom Integration contains a development fee and an annual or monthly fee.

Integrations with Backend Systems

In backend system integrations, Cloudpermit leverages an integration process that enables sending the information to a backend system.

⇒ Cloudpermit creates a folder in the backend system for each workspace.
⇒ Cloudpermit links the properties and contacts into the folder and make new contacts if necessary.
⇒ Cloudpermit updates the folder's status and specified data fields in the folder.

Integration can be configured to include the transfer of fees to the backend system. Completed reviews and inspections can be configured to be transferred too. The integration setup will require changes in the backend system and mapping statuses and codes between the systems.

Integrated backend solutions are priced separately and, if applicable, addressed within your contract.

Integrations with Electronic Archives

This type of integration sends the content of a workspace to an external system for archival. The third-party systems are Enterprise Content Management (ECM) or Electronic Archives. Cloudpermit will create an archival folder in the third party, write the values of the configured data fields in the folder, and transfer configured attachments into the folder for archival.

Integrated electronic archive solutions are priced separately and, if applicable, addressed within your contract.

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Cloudpermit Planning USA Product Description 2023

Cloudpermit

Products|

Contents

General Description

Cloudpermit is an online community development software that provides local governments with Software-as-a-Service (SaaS) products available 24/7.

The Cloudpermit product portfolio includes the Building Permitting, Planning, Land Use Permitting, and Code Enforcement products.

This product description applies to the Planning product.

The information in this document is subject to change without notice aligning with future releases. Releases supply information about new features and non-security updates.

Cloudpermit Core Benefits

Cloudpermit supplies one complete end-to-end product for local governments to manage the entire building, licensing, and planning e-permitting and code enforcement case process. It allows all parties integral to the process, from applicants to authorities to key stakeholders. This ensures that all parties receive real-time information about applications, licenses, and cases.

Below are described the primary benefits Cloudpermit provides to its customer base:

⇒ Cloudpermit standardizes local government's building, licensing, planning, and code enforcement processes by supplying the best digital practices.
⇒ The 24/7 online service on any browser or operating system allows remote and mobile work on-site.
⇒ Monthly releases enable automatic updates to the product providing the latest updates and enhancements while not requiring users to download or install any software files.
⇒ A cloud-based SaaS product provides a quick and easy implementation with a municipality-based configuration, lessening the burden on municipal resources.
⇒ Through interactive maps, local governments can use high-quality location data and up-to-date property information. This up-to-date property information is derived directly from the local government's Geographic Information System (GIS).
⇒ Workspaces enable instant collaboration and communication within applications and code enforcement cases, simultaneously speeding up processes and improving the workflow for all involved parties.

Cloudpermit Planning

The Cloudpermit Planning product helps streamline processes associated with the day-to-day responsibilities of planning departments. It offers unique features to assist with pre-consultation, circulation, public notice, and much more.

Cloudpermit Planning product enables the following:

⇒ It provides online software for local government planning department customers, which helps them to manage applications efficiently and effectively.
⇒ It allows the public to submit and track their applications online.

The Cloudpermit software is automatically updated periodically with the latest updates and enhancements, not requiring users to download or install any software files.

Cloudpermit Planning Key Core Features

The Cloudpermit Planning software provides **Pre-Consultation, Committee and Council Meetings, Public Notice, Circulation, Conditions and Comments,** and **Processing Time Calculator** features to enhance an excellent user experience in the planning workflow.

Cloudpermit Planning Key Core Features:
Pre-Consultation
Committee and Council Meetings
Public Notice
Circulation
Conditions and Comments
Processing Time Calculator

Pre-Consultation

The Pre-Consultation feature is for applicants and municipal authorities.

Pre-consultation is an interactive process where applicants and their authorized representatives can present and discuss a development proposal with relevant staff and external agencies in the local government well advanced of the project start.

Cloudpermit enables municipalities to track and document their pre-consultation process digitally.

The pre-consultation process is as follows:

⇒ Applicants request a pre-consultation through a guided step-by-step process in Cloudpermit. The pre-consultation usually includes one or more meetings between the parties, which the municipal planning authority sets up via Cloudpermit.

⇒ Upon meeting completion, the municipal authority prepares a pre-consultation report and a draft approval application with requirements for the applicants to submit to the municipality in Cloudpermit.

The submitted pre-consultation request in the pre-consultation workspace.

Committee and Council Meetings

The Committee and Council Meetings feature is essential to the planning approval process. Following a strict municipality-based protocol, these meetings are held to decide on planning applications under agreed policies in the local government.

Cloudpermit allows municipal planning authorities to manage better the meeting dates. If municipal authorities participate in meetings across local governments, they provide a shared view of each committee and council associated with the user.

Each approval application can be assigned to an upcoming meeting enabled within Cloudpermit, automatically creating, and sharing agendas and other relevant documents within the Committee and Council Meeting feature.

The "Committee and Council Meetings" section in the application workspace.
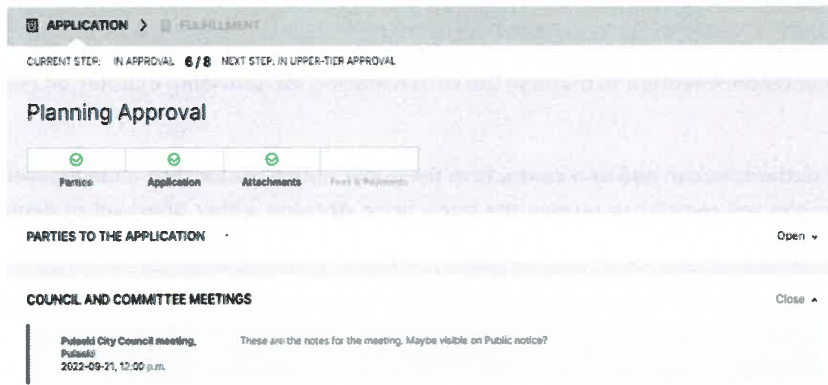
Public Notice

The Public Notice feature allows municipal authorities to manage information and tasks relating to public hearings and notices of specific planning applications in Cloudpermit. It also helps neighbors and citizens supply their opinions on the planning proposal as part of the approval process.

Through Cloudpermit's *Public Notice* feature, municipal authorities can notify the public of specific planning application-related matters online and display an advert in their local newspapers. Cloudpermit also supplies a standard "public notice letter" template that can be shared in traditional media and circulated to nearby property owners.

Cloudpermit supplies buffer zone functionality that finds properties and their owners within a radius decided by the municipal authority.

A listing of mailing addresses of property owners can be enabled with the proper integrations with the municipal authority's GIS property data.

The workspace for adding properties to the public hearing in the Public Notice feature.
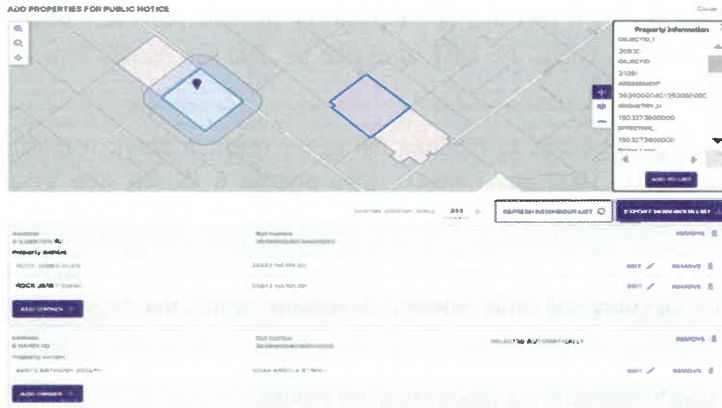
Cloudpermit supplies a maintenance feature to manage the citizen mailing list, providing updates on each application's decisions.

The planning department authorities can add new contacts to the public notice contact list in Cloudpermit. At the same time, citizens can self-register to receive the application decision, either approval or denial, through a link or a QR code.

Users who sign up via the QR code will automatically be notified, while users added manually must be notified manually.

The "Contacts" section of the Public Notice feature.
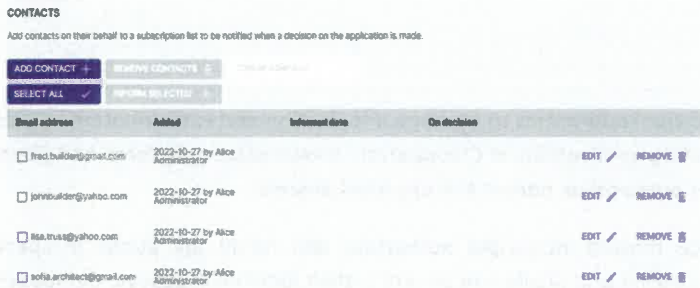
The self-registering options in the Public Notice feature.

Circulation

Circulation is an essential part of processing workspaces within Cloudpermit.

Cloudpermit allows municipalities to decide which internal and external organizations, agencies, and corporations may participate as stakeholders in the Circulation process and add them to the municipality's approver groups in Cloudpermit.

In practice, the responsible municipal authority circulates the planning approval to the stakeholders, such as fire, water, or sewerage departments requesting comments or approvals in Cloudpermit. This way, comments and approvals can be requested from all stakeholders concurrently in real-time, which speeds up the approval processes.

Cloudpermit supplies user management and task assignment functionalities for stakeholder organizations to manage their requests and internal circulation. However, the planning department's authorities can control who can see the original comments online. Cloudpermit also notifies the assigned circulation authorities or organization's administrators of new circulation requests and approaching due dates.

Additionally, Cloudpermit allows municipal department authorities to complete the circulation request on the stakeholders(s) behalf and record their results on Cloudpermit.

That way, Cloudpermit can help municipal authorities ensure all circulations are accurately recorded on Cloudpermit and save time.

After circulation, the requesting authority prepares and publishes a report to applicants, including received comments and approvals for the project. Cloudpermit notifies the assigned circulation authorities or the organization's administrator of new circulation requests and approaching due dates.

Conditions and Comments

Municipal planning authorities may impose conditions for planning projects in Cloudpermit. Conditions can enhance development quality and enable development where it would have been necessary to refuse planning approval.

The Planning approval workspace includes a section for establishing and commenting on conditions. All conditions must be closed before the final approval.

The "Conditions and Comments" section in the application workspace.

CONDITIONS AND COMMENTS				Close ▲
0 Conditions				
6 1. Plans Renewal				
Id	**Title**	**Round**	**Status**	**Assignee**
#1	The site plan is not comprehensive enough	1	Responded	Fred Builder (Agent, Applicant, Property owner, Designer, Payer)
#2	Plan amendment rezoning	1	Open	Fred Builder (Agent, Applicant, Property owner, Designer, Payer)
#3	Amendment rezoning	1	Cleared	Fred Builder (Agent, Applicant, Property owner, Designer, Payer)
#4	Site plans for the project	1	Noted	Sofia Doc (Agent, Designer)

Processing Time Calculator

The Processing Time Calculator feature allows local governments to set processing times and deadlines for each approval application type or internal target.

Supplying transparency into processing times and deadlines, this feature automatically calculates application review and decision-making deadlines for each application and displays their urgency on the user's dashboard.

Targets can be paused or adjusted at any time. Additionally, applications can be sorted based on the closest or further due date to help planning departments keep track of the dates.

The Processing Time Calculator feature in the application workspace.

Configuration Tools

Administrative users can adjust the service to the municipality's requirements using Cloudpermit's configuration tools.

Cloudpermit unique configuration enables the following:

⇒ Managing planning approver and user groups and application type configuration with requirements for each type.
⇒ Automating notifications, for example, for permit expiry.
⇒ Managing review configurations, application approval fees, and system language selections.
⇒ Managing document templates and role-based permissions in Cloudpermit.

Additionally, Cloudpermit provides planning departments various templates and forms, such as a planning report and a public notice template.

Cloudpermit Configuration

The tables below display the Cloudpermit Planning features configuration.

Configuration:

Section	Component	Description
Application type - categories	Category description	It allows changing the description of a category.
Application type - categories	Project types	It includes Category, Scope, and Proposed Use project types.
Attachment types	Add a new attachment type	It includes available attachment types for permits.
Application number	Application number	It allows assigning a numbering system to a municipality.

Pre-Consultation:

Section	Component	Description
Managing forms	Required forms	It allows adding required forms to applications.
Managing required attachments	Required attachments	It allows adding required attachments to applications.
Managing required party roles	Required party roles	It allows adding required party roles to applications.

Committees and Councils:

Section	Component	Description
Adding new committees and councils	Committee and councils	It allows adding new committees and councils to the municipality.

Application and Review:

Section	Component	Description
Sign off	Compliance language	It allows a wording specific to country/province/state.

Processing Time Calculator:

Section	Component	Description
Processing time calculator	Application configuration	It enables to select of the processing time calculator for municipality groups.
Processing days	Application configuration	It enables setting target times in days and calculation times in business days or calendar days.

Public Notice:

Section	Component	Description
Public Notice Letter	Templates	It enables configuring a Public Notice letter template.
Neighbor default radius	Application configuration	It enables adjusting the default radius neighbors for the Public Notice feature.

Fees Management:

Section	Component	Description
Fee schedule	Configuration	It includes a list of available fees specific to each client.

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Other settings	Online payment integration	It allows configuring Cloudpermit to accept payment from online providers.

Templates:

Section	Component	Description
Templates	PDF Templates	It includes report templates with customizable layout.
Location for the application	Extra map layers	Cloudpermit can enable additional map layers for the client.

Cloudpermit Third-Party Integrated Systems

Cloudpermit has standard configurable integrations to over twenty (20) systems categorized under six different integration types described below.

Suppose the need for integration with a standard configurable integration cannot be fulfilled. In that case, Cloudpermit may provide integration to a new system, make a minor change to an existing one, or develop a custom one. These integrations are priced separately and, if applicable, addressed within your contract.

Standard Configurable Third-Party Integrations

Cloudpermit has integrations to third-party systems that can be configured for the client as part of the standard implementation. These integrations may include monthly or annual fees, which will be stated in a contract.

Geographic Information System (GIS)

Cloudpermit supports a one-way integration with the municipal authority's GIS to search properties by civic address or property identifier, retrieve property information, read map layers to be shown on maps, and retrieve owner information.

Supported GIS integrations include the following:

- **ESRI ArcGIS**
- **CGIS**
- **CartoVista**
- **MuniSight**

Online Payment

Cloudpermit integrates with most online payment providers through various online checkout systems or payment gateways to process fees and dues. Users can choose an online payment option for their bills when an online payment integration is configured for a municipality.

Payer information and bill contents are sent to the PCI-compliant payment provider and forwarded to the provider's checkout page. The payment provider returns information about the success of the payment. Where necessary (and possible), the convenience fees are configured in the payment system.

Supported Online Payment integrations include the following:

- **Allpaid**
- **Bambora**
- **CCP/NIC Online Payment**
- **ePay**
- **E-xact**
- **Government Window**
- **Merchante**
- **Moneris**
- **OpenEdge**
- **Paymentus**
- **PayNowlink**
- **Square**
- **Stripe**
- **Payeezy**

Authentication through Open ID Connect (OIDC)

When a user account is linked to an external system for authentication, Cloudpermit sends the authentication through an Open ID Connectivity (OIDC) API (Application Program Interface) to a third-party login page for the organization.

With this integration, the whole authentication happens in the third-party system, which returns a success of authentication to Cloudpermit. The integration does not include authorization; all groups and permissions are managed in Cloudpermit.

Supported OIDC authentication integrations include the following:

- **Azure AD**

Additional AD integrations are priced separately and, if applicable, addressed within your contract.

Multi-Factor Authentication (MFA)

When a Multi-Factor Authentication (MFA) is needed for a department, Cloudpermit login will require at least Two-Factor authentication.

After successful Cloudpermit authentication, the users will be sent to a third-party system for second-factor authentication, such as a mobile app or Security Management System (SMS).

The third-party system must supply an OIDC (Open ID Connect) interface, and it returns the success of the second-factor authentication to Cloudpermit.

Supported MFA integration includes the following:

- **Duo**

Additions and Minor Changes to Third-Party Integrations

Cloudpermit adds integrations with new systems if the integration is for an existing integration type, e.g., Online Payment or GIS. Cloudpermit has confirmed that the third-party system has Application Program Interfaces (APIs) that support the current integration model.

All integrations to new systems and minor changes to existing system integrations must be agreed upon separately, and they are not included in the standard implementation.

Delivery may contain a development fee and an annual or monthly fee.

Cloudpermit will give an estimated future release for integration upon agreement.

Custom Integrations

All other integrations that are not Configurable Standard integrations, minor changes to existing integrations, or new systems with an existing integration type are considered Custom Integrations.

All custom integrations require a feasibility study and specifications before the agreement. Cloudpermit will give an estimated future release for integration upon agreement.

Delivery of a Custom Integration contains a development fee and an annual or monthly fee.

Integrations with Backend Systems

In backend system integrations, Cloudpermit leverages an integration process that enables sending the information to a backend system.

⇒ Cloudpermit creates a folder in the backend system for each workspace.
⇒ Cloudpermit will link the properties and contacts into the folder and make new contacts if necessary.
⇒ Cloudpermit updates the status of the folder and specified data fields in the folder.
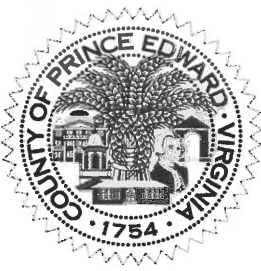
Integration can be configured to include the transfer of fees to the backend system. Completed reviews and inspections can be configured to be transferred too. The integration setup will require changes in the backend system and mapping statuses and codes between the systems.

Integrated backend solutions are priced separately and, if applicable, addressed within your contract.

Integrations with Electronic Archives

This type of integration sends the content of a workspace to an external system for archival. The third-party systems are Enterprise Content Management (ECM) or Electronic Archives. Cloudpermit will create an archival folder in the third party, write the values of the configured data fields in the folder, and transfer configured attachments into the folder for archival.

Integrated electronic archive solutions are priced separately and, if applicable, addressed within your contract.

Meeting Date:	June 13, 2023
Item #:	27
Department:	County Administration
Staff Contact:	Douglas Stanley
Agenda Item:	Reimbursement Resolution – Prince Edward County Elementary School Renovation Project

SUMMARY: The County's Bond Counsel, Sands Anderson, has provided a draft reimbursement resolution for the Board's consideration. The resolution has been reviewed by the County's Financial Consultant, Jimmy Sanderson of Davenport. The purpose of the resolution is to allow the Board (and School Board) to be able to be reimbursed from bond proceeds for expenses incurred prior to the issuance of bonds for the project.

At this time, PECPS is currently working with Moseley Architects on preliminary designs for the project. We anticipate going out to bid with the project this fall and starting construction in Spring 2024. We will work with Davenport on the timing on sale of bonds for the project to ensure funds are available to keep the project on schedule.

COST: N/A

ATTACHMENTS: Draft Reimbursement Resolution

RECOMMENDATION: That the Board of Supervisors approve the attached resolution declaring its intention to reimburse itself from the proceeds of one or more tax-exempt financings for the Prince Edward County Elementary School Renovation Project.

SAMPLE MOTIONS:

I move that the Board of Supervisors approve the attached resolution declaring its intention to reimburse itself from the proceeds of one or more tax-exempt financings for the Prince Edward County Elementary School Renovation Project.

OR

I move that the Board of Supervisors table the request for consideration of a resolution declaring its intention to reimburse itself from the proceeds of one or more tax-exempt financings for the Prince Edward County Elementary School Renovation Project for further discussion.

Motion _____	Cooper-Jones _____	Gilliam _____	Pride _____
Second _____	Emert _____	Jenkins _____	Townsend _____
		Jones _____	Watson _____

RESOLUTION OF THE BOARD OF SUPERVISORS OF PRINCE EDWARD COUNTY, VIRGINIA DECLARING ITS INTENTION TO REIMBURSE ITSELF FROM THE PROCEEDS OF ONE OR MORE TAX-EXEMPT FINANCINGS FOR CERTAIN EXPENDITURES MADE AND/OR TO BE MADE IN CONNECTION WITH SCHOOL PROJECTS FOR THE COUNTY

WHEREAS, Prince Edward County, Virginia **(the "County")** is a political subdivision organized and existing under the laws of the Commonwealth of Virginia; and

WHEREAS, the County has paid, beginning no earlier than (60 days prior to adoption of this resolution), or will pay, on and after the date hereof, certain expenditures **(the "Expenditures")** in connection with the various capital projects, including an elementary school renovation project in the County **(the "Project")**; and

WHEREAS, the Board of Supervisors of the County **(the "Board")** has determined that those moneys previously advanced no more than 60 days prior to the date hereof and to be advanced on and after the date hereof to pay the Expenditures are available only for a temporary period and it is may be necessary to reimburse the County for the Expenditures from the proceeds of one or more issues of tax-exempt bonds **(the "Bonds")**; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF PRINCE EDWARD COUNTY, VIRGINIA, AS FOLLOWS:

Section 1.   The Board hereby declares, in accordance with U.S. Treasury Regulation Section 1.150-2, as amended from time to time, the Board's intent to reimburse the County with the proceeds of the Bonds for Expenditures with respect to the Project made on and after the date which is no more than 60 days prior to the date hereof. The County reasonably expects on the date hereof that it will reimburse itself for the Expenditures with the proceeds of the Bonds.

Section 2.   Each Expenditure was and will be either (a) of a type properly chargeable to a capital account under general federal income tax principles (determined in each case as of the date of the Expenditures), (b) a cost of issuance with respect to the Bonds, (c) a nonrecurring item that is not customarily payable from current revenues, or (d) a grant to a party that is not related to or an agent of the County so long as such grant does not impose any obligation or condition (directly or indirectly) to repay any amount to or for the benefit of the County.

Section 3.   The maximum principal amount of the Bonds expected to be issued for the Project is $34,000,000, which may be reduced from grant funding and other sources.

Section 4.   The County will make a reimbursement allocation, which is a written allocation by the County that evidences the County's use of proceeds of the Bonds to reimburse an Expenditure, no later than 18 months after the later of the date on which the Expenditure is paid or the Project is placed in service or abandoned, but in no event more than three years after the date on which the Expenditure is paid. The County recognizes that exceptions are available for certain "preliminary expenditures," costs of issuance, certain de minimis amounts, expenditures by "small issuers" (based on the year of issuance and not the year of expenditure) and expenditures for construction projects of at least 5 years.

Section 5.   This resolution shall take effect immediately upon its passage.

PASSED AND ADOPTED THIS ___ day of _____, 2023.

The Clerk of the Board of Supervisors of Prince Edward County, Virginia hereby certifies that the above-referenced resolution was adopted by a majority vote of the Board of Supervisors at a regular meeting of the Board of Supervisors, duly called and held on _____ __, 2023, during an open meeting, as follows:

AYES:

NAYS:

ABSTENTIONS

Attested to:

_____

Clerk, Board of Supervisors of
Prince Edward County, Virginia

Meeting Date:	**June 13, 2023**
Item #:	**28**
Department:	**Board of Supervisors**
Staff Contact:	**Douglas P. Stanley/Terri Atkins Wilson**
Agenda Item:	**Closed Session**

MOTION TO CONVENE IN CLOSED SESSION

I move that the Prince Edward County Board of Supervisors convene in Closed Session:

a) For consultation with legal counsel regarding the provision of legal advice by such counsel related to properties adjoining the County boundary, pursuant to the exemption provided for in Section 2.2-3711(A)(8) of the *Code of Virginia.*

Attachments:

Recommendations: Convene in Closed Session

Motion _____   Cooper-Jones _____   Gilliam _____   Pride _____
Second _____   Emert _____   Jenkins _____   Townsend _____
                                                               Jones _____   Watson _____

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Meeting Date: June 13, 2023

Item #:   29

Department: Board of Supervisors

Staff Contact: Douglas P. Stanley

Agenda Item: Correspondence

SUMMARY:

ATTACHMENTS:
  a. Letter, Town of Burkeville, RE: Sandy River Water Project
  b. Citizen Email, RE: Flag Size

RECOMMENDATION:

Motion _____   Cooper-Jones _____   Gilliam _____   Pride _____
Second _____   Emert _____   Jenkins _____   Townsend _____
                                                                 Jones _____   Watson _____

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Mayor
Brian Weltch

Vice-Mayor
Gerald Smith

Town Clerk
Tanya Overton

Town of Burkeville
204 W Nunnally St
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Burkeville, VA 23922
434-767-4095
TownofBurkeville@gmail.com

Town Council
Pearl Bowlin
Jim Bruce
Robert "Bobby" Carwile Jr
Randolph "Randy" Miller Jr
Ivory Oliver
Gerald Smith
Billy Ray Thompson

09 June 2023

Mr. Stanley,

The Town of Burkeville would like to reiterate its support for the Sandy River Water Supply project. We intend to connect to the system's planned transmission main through Burkeville as soon as it is available. We are currently evaluating options for meeting the present and future water needs of our residents and businesses, including options for transitioning wholly to the Sandy River system or relying on a combination of our existing groundwater system and the Sandy River system. We previously provided estimates of Burkeville's future water usage from the Sandy River system. Those estimates remain the best available information to use for planning purposes.

Very Respectfully,

Brian Weltch
Mayor
Town of Burkeville

From:	Peter Gur <petergur@msn.com>
Sent:	Tuesday, June 13, 2023 7:54 AM
To:	board@co.prince-edward.va.us
Subject:	American Flag Size

Dear Prince Edward County Board of Supervisors,

How are you?

I am concerned about the Flag size in Prince Edward County. I believe that all citizen's outdoor flags shall no bigger than the County's American flag.

As a member of the Republic of China (Taiwan) Veteran Association, I participated at the Memorial Day Parade in Washington D.C on May 29, 2023. This parade was conducted by the American Veterans Center, and it has a Flag Code: 'No disrespect should be shown to the Flag of the United States of America.'

At 1.00 p.m., over 170 organizations assembled at the National Mall, and the Veterans Center inspected all flags. At 2.20 p.m., the Taiwan veterans marched into Constitution Avenue, and NBC News broadcasted our parade.

Prince Edward County residents would obey the County's Flag guidelines.

I wish all

Sincerely,
Peter Gur
1813 Woodland Trail
Farmville, VA 23901
(434) 547-0976
petergur@msn.com