



**TOWN OF WINCHESTER
BOARD OF SELECTMEN MEETING
Regular Meeting Agenda
August 04, 2025-7:00PM**

Streamed live on YouTube and Channel 194

**FILED
CLERK'S OFFICE**

AUG - 1 2025

**TOWN CLERK OF WINCHESTER
WINSTED, CT**

1. **CALL TO ORDER** (Turn your cell phones off)
2. **PLEDGE OF ALLEGIANCE**
3. **AGENDA REVIEW**
4. **APPROVAL OF MINUTES**
A) Minutes of the Special Meeting on July 21, 2025
5. **CITIZENS' COMMENTS**
The Board of Selectmen welcomes public comments, speakers will be limited to three (3) minutes or less and may speak only once. Please give your name and address.
6. **TOWN MANAGER'S REPORT**
7. **CORRESPONDENCE**
8. **BOARDS AND COMMISSIONS**
9. **UNFINISHED BUSINESS**
A) Discussion re: applications for Land Use fees (Assistant Planner, Geoff Green & Tyche Consultant, Jeremy DeCarli)
B) Discussion re: possible Inland Wetlands & Watercourses ordinance changes (Assistant Planner, Geoff Green & Tyche Consultant, Jeremy DeCarli)
10. **NEW BUSINESS**
A) Speeding Analysis Reports (Town Manager Paul Harrington)
11. **CITIZENS' COMMENTS**
The Board of Selectmen welcomes public comments, speakers will be limited to three (3) minutes or less and may speak only once. Please give your name and address.
12. **EXECUTIVE SESSION**
A) Discussion regarding selection of a site, or the lease sale or purchase of real estate (CGA § 1-200 (6)(D))
13. **SELECTMEN'S COMMENTS AND REPORTS**
14. **ADJOURNMENT**

Town of Winchester
Board of Selectmen
Regular Meeting
July 21, 2025 – 7:00PM
MINUTES

1. Call to Order

The meeting was called to order at 7:00PM by Mayor Todd Arcelaschi. In attendance are members of the board Selectman Troy LaMere, Selectman Paul Marino, Selectman William Hester, Selectman William Pozzo, Selectwoman Linda Groppo, Selectwoman Candy Perez and staff members Lauren Dombrowski (Asst Town Clerk), Geoff Green (Asst Town Planner/ZEO) and Jeremy DeCarli (Interim Town Planner). Absent excused staff members include Glenn Albanesius (Town Clerk) and Paul Harrington (Town Manager).

2. Pledge of Allegiance

Recited by all.

3. Agenda Review

None

4. Approval of Minutes

Approval of July 7, 2025, Regular Meeting Minutes: motion by Troy LaMere, seconded by William Hester, and approved. Candy Perez abstained.

5. Citizens' Comments

The following individuals spoke:

Mary Ann Marino (631 Vera Road) advocating for herself as she awaits the board's approval of her Inland Wetlands application. Currently a member of Zoning Boards of Appeal, seeking dual positions. Will the town support the desire to serve on both commissions?

Jack Herman (800 East Wakefield Blvd) on behalf of/in support of Mary Ann Marino's IWCCC application. Town charter and Town Attorney allows for dual service.

Cheryl McGlynn (61 Wetmore Avenue) in support of Mary Ann Marino for IWCCC.

Steven Plumblee (152 Grantville Road) in support of Mary Ann Marino on IWCCC.

Beverly Paganelli (856 West Wakefield Blvd) in support of Mary Ann Marino.

Gary Goulet (120 Sucker Brook Road) also in support of Mary Ann Marino.

6. Town Manager's Report

Mayor Todd presents on behalf of Paul Harrington in his absence.

Sue Gossman Trail sub-committee has been meeting to move this along. Making progress.

CT DOT cutting trees on Main Street, infuriating town people and business owners.

7. Correspondence

Candy Perez: Draws attention to two letters in meeting packet.

One is in support of Mary Ann Marino

Ellie Gunn ZBA member and inquiry of fellow ZBA “members forced to” resign

Removal from board because of personal bias.

8. Boards & Commissions

John Pollack resigns from the Zoning Board of Appeals.

Hamish Lutris rescinded his previously submitted resignation from the Historic Commission.

Motion to appoint Matt Smith to the Planning and Zoning Commission by Bill Hester, seconded by Paul Marino and approved. Linda Groppo abstained.

Motion to appoint Jaime Colligan to the Water Sewer Commission by Paul Marino, seconded by Bill Hester and approved. Candy Perez abstained.

Motion to approve the appointment of Mary Ann Marino to Inland Wetlands made by Troy LaMere seconded by Bill Hester and approved by the board. Paul Marino abstained.

9. Unfinished Business

None

10. New Business

A. Discussion re: applications for Land Use fees (Asst. Town Planner/ZEO Geoff Green)

Land Use department looking to increase various permitting fees.

B. Discussion re: possible Inland Wetlands & Watercourses ordinance changes (Asst. Town Planner/ZEO Geoff Green)

C. Discussion re: proposed ordinance changes to Notices #87 (Posting of hours for town offices)

D. Discussion re: changes to Historical Commission ordinance #50 (Mayor Arcelaschi)

E. 25-29 Refunds as recommended by the Collector of Revenues (Mayor Arcelaschi)

\$729.14 Motor Vehicle

\$280.79 Real Estate

\$1009.93 total refund

Paul Marino makes a motion to approve the refunds recommended by the Collector of Revenues in the amount of \$1009.93, Troy LaMere seconded the motion, and the motion is unanimously approved.

11. Citizens' Comments

The following individuals spoke:

Mary Ann Marino (631 Vera Road)

John Herman (800 East Wakefield Blvd) airport interest

12. Selectmen Comments & Reports

Troy LaMere – Suggests a formal recognition of Jim Welcome, newly retired Recreation Maintainer of almost 60 years.

Bill Pozzo.

Paul Marino.

13. Adjournment

Motion to adjourn at 8:50PM by Troy LaMere seconded by Bill Hester and unanimously approved.

Respectfully submitted,

Lauren Jones Dombrowski

Land Use Fee Comparison			Neighboring Towns					Similar Population			
	Winchester (Current)	Torrington	Colebrook	Goshen	Norfolk	New Hartford	Barkhamsted	Canton	Woodbury	Somers	Old Saybrook
Fees Last Updated		2009	2008	2016	2008	2011	?	2017 (PZ) 2011 (IW)	2025 (IW)	2004 (IW)	Various
IWWIC Fees											
Wetland Application Residential Use for Compsion	230	225	155 + 35/ lot or 45/acre affected (whichever is more)	135	120 + 35/ lot or 45/acre affected (whichever is more)	120	120 + 25/ lot or 45/acre affected (whichever is more)	160	160 base +	240	300
Subdivision		225 + 45/lot		100/ lot				200 + 50/lot	100/lot	240 + 45/lot + 85/ 100 ft new road	300 + 100/lot
Comm/Ind App		225 + .01/ sq ft						200 +			
Public Hearing Fee		280	500	230	275	200	175	300		350	
Map Amendment			175		175 +		175	350	300		
After the Fact		725	650	225		360		3 x base			
Modification			50		25	25	25	100	100	45	
Last Updated		2011									
PZC Fees											
Site Plan	175	135 + .01/ sq ft over 5000		240		160		260 + 30/ dwelling after 4 units; 260 + 30/ 1000 sq ft after 2000 sq. ft.	160 up to \$100,000 const value, then 100/ each additional		300 +
Change of Use/Modification									210		
Special Permit	250	210		290		210-Res. 310-Comm		260	310		300 +
Text Amendment		360		290		360		360 + printing cost	300		
Map Amendment		360		290		360		360 + printing cost	300		
Excavation Permits	100	110 + 1/1000 sq. ft over 40,000				410		260 + 75/acre	550 + 10/ 1000 cy inspection fee		
Subdivision		260/ lot w/ frontage, 360/ lot on new road		280/ lot w/ frontage, 360/ lot on new street		310/lot on existing road 410/lot on new roads		200 + 250/lot w/ frontage or	250 base + 125/ lot		
ZBA Fees											
Variance		210		290		410		210	260		300
Appeal		210		290		410		135	160		300

Notes: Not all municipalities publish all fees online Fees include \$60 State surcharge

Ad Order Number

0002928373

Customer Account

374149

Sales Rep.

mhutchings

Customer Information

TOWN OF WINCHESTER

338 Main Street

WINSTED CT 06098

USA

Order Taker

mhutchings

Ordered By

SHANE WHYNOTT, EMAIL

Phone: 8607386593**Order Source**

Phone

Fax:**Email:** swbynott@townofwinchester.org**Ad Content Proof**

Note: Ad size does not reflect actual ad

LEGAL NOTICE**Winchester Planning & Zoning Commission
Notification of Public Hearing**

Notice is hereby given that the Winchester Planning & Zoning Commission will hold a Public Hearing at 7:00 PM on Monday, June 23, 2025 in the P Francis Hicks Room 2nd floor, Town Hall, 338 N Street, Winsted, to act on the following:

A. PZC-25-11

Applicant: Erica Ash

Owner: Estate of Michael Perugini

Location: 277 N. Main St

Proposal: Change from one non-conforming use to another section 415-17.C(4)

At this Hearing, interested persons may appear and be heard and written communications will be received. Copies of above proposals are on file for public inspection in Planning & Development Department.

Dated at Winchester CT this 10th day of June 2025.

George Closson, Chairman

Ad Cost

\$264.90

Payment Amt

\$0.00

Amount Due

\$264.90

Blind Box**Materials****Order Notes**

PZC-25-11

Ad Number

0002928373-01

External Ad #**Pick Up Number****Ad Type**

Legal Liners

Ad Size

2 X 22 li

PO Number

PZC-25-11

Color

\$0.00

Color Requests**Product and Zone**

Republican-American

Inserts

2

Placement

Public Notices

Note: Retail Display Ads May Not End in Identified Placement

Run Dates

6/12/2025, 6/20/2025

Product and Zone

Rep-Am.com

Inserts

2

Placement

Public Notices

Note: Retail Display Ads May Not End in Identified Placement

Run Dates

6/12/2025, 6/20/2025

Hearst Media Classifieds

(203)-333-4151

MON-FRI 8:00 a.m. - 3:00 p.m.

JUNETEENTH DEADLINES AVAILABLE*****ATTENTION*** Ads submitted 15 minutes before deadline ARE NOT guaranteed.*******ATTENTION PLEASE READ*****

Ad Order Number 0002931169	Customer Account 374149
Sales Rep. mhutchings	Customer Information TOWN OF WINCHESTER 338 Main Street WINSTED CT 06098 USA
Order Taker mhutchings	
Ordered By SHANE WHYNOTT, EMAIL	Phone: 8607386593
Order Source Phone	Fax: Email: swhynott@townofwinchester.org

Ad Cost \$228.48	Payment Amt \$0.00	Amount Due \$228.48
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Blind Box **Materials**

Order Notes

Ad Number 0002931169-01	External Ad #	Pick Up Number
Ad Type Legal Liners	Ad Size 2 X 39 li	PO Number
Color \$0.00	Color Requests	

Product and Zone Republican-American	# Inserts 1	Placement Public Notices
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Note: Retail Display Ads May Not End in Identified Placement

Run Dates
6/24/2025

Product and Zone Rep-Am.com	# Inserts 1	Placement Public Notices
---------------------------------------	-----------------------	------------------------------------

Note: Retail Display Ads May Not End in Identified Placement

Run Dates
6/24/2025

Ad Content Proof

Note: Ad size does not reflect actual ad

LEGAL NOTICE

Winchester Inland Wetlands and Watercourses Commission
Notification of Decision

Notice is hereby given that the Winchester Inland Wetlands Watercourses Commission, at their regular meeting on June 2025, acted on the following applications:

IWWC-25-6

Applicant: Stew Jones

Location: 201 E. Lake St.

Proposal: Rebuild 6' of existing lake wall and add 8' steps at the p waterfront extending into the lot.

APPROVED

IWWC-25-14

Applicant: George Finlayson

Location: 162 East Wakefield Blvd

Proposal: Modification to existing permit to enlarge existing dock

APPROVED

IWWC-25-11

Applicant: Martin Connor

Location: 103 Riverton Rd

Proposal: Construct concrete storage bays for mulch and stone s URA

APPROVED AGENT DETERMINATION

IWWC-25-15

Applicant: Katherine Coyner

Location: 51 East Lake St

Proposal: Replace existing shed in URA

APPROVED AGENT DETERMINATION

For additional information on these approvals, please contact Planning and Community Development Department at Town 338 Main Street Winsted, Connecticut.

Dated at Winchester, Connecticut this 23rd day of June 2025
Stephen Molinelli, Chairman

Micalah

Hearst Media Classifieds

(203)-333-4151

MON-FRI 8:00 a.m. - 3:00 p.m.

*****ATTENTION*** Ads submitted 15 minutes before deadline ARE NOT guaranteed.**

*****ATTENTION PLEASE READ*****

Ad Order Number 0002927666	Customer Account 374149
Sales Rep. mhutchings	Customer Information TOWN OF WINCHESTER 338 Main Street WINSTED CT 06098 USA
Order Taker mhutchings	
Ordered By SHANE WHYNOTT, EMAIL	Phone: 8607386593
Order Source Phone	Fax: Email: swynott@townofwinchester.org

Ad Content Proof

Note: Ad size does not reflect actual ad

Legal Notice Town of Winchester Zoning Board of Appeals Public Hearing

The Town of Winchester Zoning Board of Appeals will hold a Public Hearing at a regular meeting on Jun 24, 2025 at 7:00PM in the Francis Hicks Room located on the second floor of Town Hall at Main Street, Winsted to act on the following:

ZBA #25-6 - Variance
Location: 734 Lake Dr.
Applicant/Owner: Richard Nardella
Proposal: Garage and site improvements

B. ZBA #25-7-Variance
Location: 224 Torrington St.
Applicant/Owner: Kevin Teeling
Proposal: Shed with lean to

Interested parties may appear and be heard.

Dated this 5th day of June 2025
Aubrey English, Chairman
Zoning Board of Appeals

Ad Cost \$288.18	Payment Amt \$0.00	Amount Due \$288.18
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Blind Box **Materials**

Order Notes

Ad Number 0002927666-01	External Ad #	Pick Up Number
Ad Type Legal Liners	Ad Size 2 X 24 li	PO Number ZBA PUBLIC HEARING
Color \$0.00	Color Requests	

Product and Zone Republican-American	# Inserts 2	Placement Public Notices
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Note: Retail Display Ads May Not End in Identified Placement

Run Dates
6/13/2025, 6/20/2025

Product and Zone Rep-Am.com	# Inserts 2	Placement Public Notices
---------------------------------------	-----------------------	------------------------------------

Note: Retail Display Ads May Not End in Identified Placement

Run Dates
6/13/2025, 6/20/2025

Thank you,
Micalah

Hearst Media Classifieds
(203)-333-4151
MON-FRI 8:00 a.m. - 3:00 p.m.

*****ATTENTION*** Ads submitted 15 minutes before
deadline ARE NOT guaranteed.**

ATTENTION PLEASE READ



Town of Winchester
**PLANNING AND COMMUNITY
DEVELOPMENT**

Town of Winchester Town Hall
338 Main Street – 2nd Floor

Jeremy DeCarli, AICP, CZEO
Interim Town Planner
townplanner@townofwinchester.org

MEMORANDUM

To: Paul Harrington, Town Manager
From: Jeremy DeCarli *JDD*
Re: Inland Wetlands and Watercourses Application Fees
Date: July 17, 2025

Chapter 19 of the Winchester Inland Wetlands and Watercourses Regulations (the Regulations) is titled “Application Fees” and provides a schedule of fees charged for various application types. The fee structure found within the regulations includes a flat base application fee, and various graded fees dependent upon the amount of work being proposed within the regulated area. This structure is similar to other wetland fees imposed by commissions around the state. Section 58-2 of the Winchester Town Code (the Code) states that the fees enumerated within the regulations shall be deemed the minimum fees, and provides the Commission with the authority to pass expenses related to third-party consultants involved in application review on to the applicant of said application.

There are two concerns related to the current fee schedule and Section 58-2 of the Code. First, the fee structure found in Regulation Chapter 19 is outdated as it refers to a \$30 DEEP fee, which was increased to \$60 effective October 1, 2009. Based on this, it can be assumed that none of the fees within the schedule have been updated since then. Considering the natural increase in costs over time (\$1 in 2009 is now worth \$1.49), the fees included are now insufficient to cover the costs of processing applications. Increases in legal notice filing fees, staff salaries, recording secretary fees, and the cost of supplies have all increased.

Second, and perhaps more importantly, in accordance with Section 302.E of the Town Charter, the Board of Selectmen is authorized to set charges and fees, which in accordance with Section 8-1c of the Connecticut General Statutes, appears to supersede the authority given to the Commission.

As such, it is my belief that a new fee structure related solely to the Inland Wetlands and Watercourses Commission be reviewed and adopted by the Board of Selectmen, and Chapter 19 of the Regulations should be amended to simply state that the fees are in accordance with those adopted by the Board of Selectmen from time to time. In addition, I recommend that the Board of Selectmen consider a change to Section 58-2 of the Town Code which appears to give the IWWC authority over the fee schedule. The language should be amended to reflect their power as granted in Section 302.E of the Charter.

There is currently a single flat fee which applies to all wetland applications which was adopted by the BoS in the past. In considering the varied nature of projects under the purview of the Commission, the current \$230 one-size-fits-all fee does not cover the cost

of processing most applications, especially considering the staff time needed to review the application, prepare staff reports, prepare meetings, and write meeting minutes. In addition, approved projects require the filing of a legal notice, the creation of an approval letter, and multiple site inspections to verify compliance. A single legal notice costs around \$150. A notice of Public Hearing costs approximately \$275.

It is my opinion that application fees should cover the cost of processing the application and should not be borne by the taxpayers of Winchester.

Please see a suggested fee schedule attached. If the Board of Selectmen chooses to adopt a revised fee structure, department staff will follow up with the Commission on a regulation text amendment to change Chapter 19.

IWWC – Proposed Fees

Residential Regulated Activity Application Fee (Includes \$60 State fee):

Base Filing Fee	\$300
After-the-Fact Application	\$660
Modification of Previous Approval (Must not have expired)	\$100
Renewal/ Extension of Previous Approval	\$100

Commercial/Subdivision Regulated Activity Application Fee:

Base Filing Fee	\$460
After-the-Fact Application	\$1060
Modification of Previous Approval (Must not have expired)	\$100
Renewal/ Extension of Previous Approval	\$100

Public Hearing Fee \$300

Permitted and Non-Regulated Uses: \$0

Regulation Text Amendment: \$460

Map Amendment \$460

Expert Reviews: For any application requiring a third-party expert review, the cost of said review will be billed to the applicant at cost (Regulation Section 390-7)

Exemption: Applications filed by the Town of Winchester or any affiliated Boards, Commissions, Councils, or Departments are exempt from local fees. The State fee applies.



Town of Winchester
**PLANNING AND COMMUNITY
DEVELOPMENT**
Town of Winchester Town Hall
338 Main Street – 2nd Floor

Jeremy DeCarli, AICP, CZEO
Interim Town Planner
townplanner@townofwinchester.org

MEMORANDUM

To: Paul Harrington, Town Manager
From: Jeremy DeCarli *JDD*
Re: Planning and Zoning Commission Application Fees
Date: July 17, 2025

According to Chapter 302.E of the Winchester Town Charter, the Board of Selectmen is authorized to set charges and fees. This authority supersedes any other authority granted to the Planning and Zoning Commission (the Commission) in accordance with Section 8-1c of the Connecticut General Statutes. The current fee structure attributed to the Planning and Zoning Commission appears to have been approved in late 2024 and includes a flat fee for three application types: Special Permit, Site Plan, and Earth Excavation Renewal.

There are two concerns related to the current fee structure that I believe need to be considered. First, there are several types of reviews conducted by the Commission for which no fees are attributed. Given the varying nature of these reviews, separate fees are appropriate in order to ensure the cost of processing the applications is adequately covered. In addition, with no fee outlined, it is unclear what should be submitted as a fee. For example, there is no fee attributed to the application of a subdivision or resubdivision. Subdivisions are not site plans, nor special permits, and are not regulated in a similar manner. A subdivision requires significant staff time to review, and may require third party professional reviews, such as those by professional engineers or traffic consultants. In addition, there are no fees attributed to text amendments or zone changes, which have built in costs related to contracted services needed to enact the updates if approved. In addition, first cut lot splits and lot line revisions require a review by the Zoning Enforcement Officer ("ZEO") prior to filing on the land records. This requires time and sometimes significant research, and a fee should be charged to cover the ZEO cost.

Second, and perhaps more importantly, the fees currently in place are unable to meet the actual cost of processing the applications. Special Permits, text amendments, zone changes, and resubdivisions all require public hearings. The town is required to file legal notices for each public hearing, two prior to the hearing, and one after the hearing. In addition, every decision the Commission makes must also be noticed in a legal ad. The cost of legal notices has increased substantially, costing approximately \$120 for each time one is run. Considering the Special Permit fee of \$250, the cost of three legal notices, potentially equaling up to \$400, and the required \$60 State fee, the town could be losing as much \$210 before the costs of processing the application, such as staff time, meeting preparation, recording secretary fees, and mailings are factored in.

As such, it is my belief that a new fee structure related to the Planning and Zoning Commission and certain ZEO functions be reviewed and adopted by the Board of Selectmen. It is my opinion that application fees should cover the cost of processing the application. The cost of applications should not be borne by the taxpayers of Winchester.

Please see a suggested fee schedule below. This proposed fee schedule includes several types of fees in order to align with the application types received by the Commission, and considers the staff time required for each. The \$60 State Fee is included within the fees enumerated below.

PZC – Proposed Fees

Site Plan:	\$360
Special Permit:	\$460
Subdivision:	\$150 + \$75/lot
Resubdivision:	\$360 + \$75/lot
Earth Excavation Renewal:	\$260
Regulation Text Amendment:	\$460
Zoning Map Amendment:	\$460
Lot Line Revision:	\$100
"First Cut" Lot Split:	\$100

Expert Reviews: For any application requiring a third-party expert review, the cost of said review will be billed to the applicant at cost.

Exemption: Applications filed by the Town of Winchester or any affiliated Boards, Commissions, Councils, or Departments are exempt from local fees. The State fee applies.

[Town of Winchester, CT](#) / [Division 1: Town Ordinances](#) / [Part II: General Legislation](#)

[Chapter 380](#)

[Water Bodies, Public](#)

[HISTORY: Adopted by the Board of Selectmen of the Town of Winchester 8-5-2002; amended 9-5-2007; 8-21-2017 (§ 162 of the prior compilation). Subsequent amendments noted where applicable.

[§ 380-1 Definitions.](#)

As used in this chapter, the following terms shall have the meanings indicated:

[AUTHORIZED](#)

Any activity, structure or object in, on or over a public watercourse within the Town of Winchester which is subject to regulation by the Town of Winchester for which.

[A.](#) An application was made and a permit granted; or

[B.](#) There is an existing structure or object deemed authorized pursuant to § [380-8](#) herein; [the structure must have been installed prior to May 11th, 1993.](#)

[BOAT LIFT](#)

A structure in the watercourse or attached to a dock, or shore, designed to lift a vessel out of the water and/or provide a platform for a vessel.

[DOCK](#)

A structure, other than a walkway, boat lift, personal watercraft lift/float or swim float, projecting over a watercourse which is attached or adjacent to the shore.

[LITTORAL BOUNDARY](#)

An imaginary extension of the landward property line into the water or property line perpendicular to the shoreline. When the shoreline is concave, the "cove method" will be employed to establish the littoral boundary. The "cove method" involves drawing a line, called the "base line," between points of land on either side of the concavity and then drawing a line perpendicular to the base line from the base line to the boundary between the properties at high water mark.

[LITTORAL RIGHTS](#)

Rights concerning properties abutting a watercourse, as defined by Connecticut law.

[MARINA](#)

Any area that provides for a fee or compensation items such as, but not limited to, dockage, mooring, supplies, maintenance and repair of vessels, and/or rentals or commercial sale of vessels (including demonstration of vessels for purposes of such rental or sale).

[MARKER](#)

Buoy (other than a mooring buoy) which has been duly authorized by the Connecticut Department of Energy and Environmental Protection ("DEEP"), placed in the watercourse for purposes including, but not limited to, marking a restricted area, a danger to navigation, a swim area or a sudden change in water depth.

MOORING BUOY

A buoy placed in the watercourse to which a vessel is moored.

PERSONAL WATERCRAFT LIFT/FLOAT

A device specifically designed to lift and/or hold personal watercraft (jet skis).

SWIM FLOAT

A freestanding solid or inflatable platform (including objects also known as "trampolines"), other than a dock, walkway, personal watercraft lift/float or boat lift, attached to the bed of a watercourse by lines, cables or chains.

VESSEL

Every type of watercraft, motorized and nonmotorized, other than a seaplane on water, used or capable of being used as a means of transportation on water.

WALKWAY

A structure other than a dock, adjacent to or attached to a boat lift for the sole purpose of providing access to the vessel stored in the boat lift.

§ 380-2Governing authority.

The Town of Winchester Inland Wetlands Commission, or any other body created or designated by the Board of Selectmen, shall be the body responsible for administering this chapter (hereinafter the "Commission").

§ 380-3Restricted structures.

No structure, whether solid or inflatable, shall be installed in, on or over a watercourse without first obtaining a permit for such installation pursuant to this chapter, unless otherwise exempted herein.

§ 380-4Permit application requirements.

A. Anyone proposing to conduct or cause to be conducted an activity regulated by this chapter shall apply to the Commission for a permit on a form designated by the Commission.

B. A complete application for a permit shall be in writing by the property owner or property owner's designated agent as prescribed by the Commission.

C. Considerations.

(1) In carrying out the intent of this chapter to reduce congestion around the lakeshore, eliminate littoral boundary disputes among neighbors, avoid navigational hazards and impediments, and impediments to ingress and egress to the shore, the Commission shall take into consideration all relevant facts and circumstances in making its decision on any application for a permit, including but not limited to:

(a) Size and configuration of the structure or object;

(b) Type of construction;

(c) Impact to the watercourse;

(d) The littoral rights of adjacent properties;

(e) Amount and type of shorefront;

(f) Water depth;

(g) Effect on navigation; and

(h) Effect on ingress to and egress from the shore.

(2) The above considerations shall not limit the prohibitions set forth in this chapter.

§ 380-5 Property requirements.

To qualify for a permit, a property must abut the watercourse or have legal access to the watercourse. The applicant shall certify to the Commission that the property has no restriction that expressly prohibits the use or activity the applicant is seeking.

§ 380-6 Scope of authorization.

A. An application pending before the Commission under this chapter shall be deemed to have been withdrawn upon the transfer or conveyance of the property.

B. Authorization granted by the Commission under this or prior regulations for which the authorized activity has not been completed shall transfer to the new owner with the conveyance of the property for the balance of the time remaining on the existing permit.

C. A structure/object currently existing in, on or over the watercourse having been constructed or placed by permit of the Commission after May 11, 1993, to the date of this revision of Chapter 380 shall be deemed authorized.

§ 380-7 New structures or objects.

A. Only authorized docks, walkways, swim floats, boat lifts, personal watercraft lift/floats, mooring buoys and markers may be installed in, on or over a watercourse. Any other structure or object shall not be allowed in, on or over the watercourse. Pursuant to Section 15-121-A5 of the Regulations of Connecticut State Agencies, before any markers may be placed, authorization from the Commissioner of Energy and Environmental Protection is required.

B. A structure or object shall not be located so as to be a navigational hazard, impede navigation or impede ingress to or egress from the shore.

C. A structure or object shall not have any part of it located within 10 feet of the littoral boundary of an abutting property.

D. The aggregate width, as measured parallel to the shorefront, of all structures/objects together per property (including those not attached to shore) shall not exceed 50% of the property's shorefront or a maximum of 50 linear feet, whichever is less. A property having a shorefront of 250 feet or more may be allowed a maximum coverage of 70 linear feet.

E. Should an applicant not own sufficient shorefront to meet the ten-foot buffer requirement from the littoral boundary of an abutting property, the applicant may apply to the Commission for a waiver. A public hearing shall be deemed necessary as a part of the commission's requirements for approval

(1) In making the decision whether or not to grant a waiver, the Commission shall consider:

(a) All those criteria set forth in § 380-4C;

(b) Whether the waiver will be in harmony with the general purpose and intent of this chapter; and

(c) Whether giving due consideration for conserving the public health, safety, convenience, welfare and property values solely with respect to a parcel of land where, owing to conditions especially affecting such parcel but not affecting generally the zoning district in which it is situated, a literal enforcement of this chapter would result in exceptional difficulty or unusual hardship so that substantial justice will be done and the public safety and welfare secured by granting a waiver.

(2) If the Commission grants a waiver, the reasons for such waiver and any conditions or limitations the Commission may require shall be noted on the permit.

(3) The applicant must notify abutting property owners not less than 15 days before the first Commission meeting, by registered mail, return receipt requested, of a pending application for the exception to the ten-foot buffer.

F. In no event shall a permit be granted that will result in a crossing of a littoral boundary.

§ 380-8 Preexisting structures and objects.

A. A structure/object currently existing in, on or over the watercourse that was located on Highland Lake on May 11, 1993 (the original date of this chapter), or the date of the adoption of this chapter for all other bodies of water, shall be deemed authorized without regard to provisions of this chapter.

(1) A preexisting mooring buoy must conform with all current state regulations.

(2) A preexisting marker must have been placed pursuant to a state permit and must conform with all current state regulations.

B. Notwithstanding the provisions of Subsection A, the location, configuration or dimensions of any such structure/object may not be changed without applying for and obtaining a new permit from the Commission.

C. The Inland Wetlands Agent/Enforcement Officer shall be informed of any proposed maintenance on an existing structure to determine whether the scope of such maintenance constitutes routine maintenance or requires application for a new permit.

D. If two or more properties have been merged into one property, currently existing structures which existed at the time of the property merger will be allowed to remain at their present size, configuration and location, without regard to restrictions in this chapter.

§ 380-9 Docks.

A. Only one dock shall be permitted per property, unless it is permitted under the merged properties provision § 380-8D, or unless a property has more than 150 contiguous linear feet of shoreline (see Subsection C below).

B. The maximum total square footage surface area for a dock shall be 320 square feet. Maximum length of a dock shall be 40 feet extended perpendicular from the shoreline into the watercourse. Maximum width of a dock at any point into the watercourse shall be 10 feet measured parallel to the shoreline, and minimum width of a dock shall be three feet measured parallel to the shoreline.

C. If a property has more than 150 contiguous linear feet of shoreline, application may be made for a second dock, provided that it must comply with the maximum linear shoreline coverage provisions contained in § 380-7D of this chapter. Maximum total square footage surface area for a second dock shall be 160 square feet. Maximum length of a second dock shall be 30 feet extended perpendicular from the shoreline into the watercourse. Maximum width of a second dock at any point into the watercourse shall be 10 feet measured parallel to the shoreline. Minimum width of a second dock shall be three feet measured parallel to the shoreline.

D. A dock must be single-story and shall not have a roof, canopy, raised platform or deck. A dock may have certain appurtenances common to docks, such as mooring hardware, bumpers, lines, railings, carpeting, benches, steps, swim ladder, diving board and slide. No part of any such appurtenance shall extend beyond the maximum dock length or width, nor within 10 feet of the littoral boundary of an abutting property. A boat lift may be attached to a dock pursuant to § 380-13. A personal watercraft lift/float may be attached to a dock pursuant to § 380-14.

E. A maximum of three vessels shall be allowed to be berthed per property, regardless of how and where they are berthed (such as at a dock, moored at a buoy, anchored, held in a boat lift or a personal watercraft lift/float). Except for the marina permitted herein, each vessel must be owned and registered to the holder of the permit, or to a tenant of a dwelling owned by the holder of the permit. Personal watercraft count toward the three-vessel maximum allowed per property. This restriction shall not apply to kayaks, canoes or any other vessels which are removed from the water after use. No part of a vessel moored to a dock shall extend beyond the littoral boundary of an abutting property.

F. Docks shall be for private, noncommercial use (except for the one existing marina at Highland Lake and existing camps at other public bodies of water).

G. Reflectors shall be affixed to the ends of a dock. The street number of the property (in numerals at least three inches high) shall be affixed to the end of a dock so as to be visible from the watercourse.

§ 380-10 Swim floats.

A. Only one swim float shall be permitted per property.

B. No part of a swim float shall be located more than ~~50~~ 40 feet from the shorefront.

C. The maximum dimensions for a noninflatable swim float are 10 feet by 10 feet. The maximum dimension for a circular inflatable swim float is 15 feet in diameter. No part of any swim float shall extend beyond the maximum dock length or width, nor within 10 feet of the littoral boundary of an abutting property.

D. A swim float shall be single-story and shall not include any appurtenance except a swim ladder or a slide.

E. A swim float shall not be attached to any other structure or object, or to the shore. A swim float shall be securely anchored to the bed of the watercourse, and all cables, lines or chains attached to a swim float must be sunk into the bed of the watercourse so as not to be a navigational hazard.

F. A reflector shall be affixed to each side of a noninflatable swim float.

G. The width of a swim float shall count toward the aggregate percentage of allowable shorefront coverage.

§ 380-11 Mooring buoys.

A. Only one mooring buoy shall be authorized per property, except if a property has no dock. In lieu of a dock, an applicant may apply for a second mooring buoy. If a dock is subsequently put in, the second mooring buoy must be removed.

B. A mooring buoy shall not be attached to any other structure or object or to the shore. A mooring buoy shall be securely anchored to the bed of the watercourse, and all cables, lines or chains attached to a mooring buoy must be sunk into the bed of the watercourse so as not to be a navigational hazard.

C. A mooring buoy must be located so that no part of a vessel moored to it shall at the full swing of its mooring be more than 50 feet out from the shorefront, nor be beyond the littoral boundary of an abutting property.

D. No more than one vessel may be moored to a buoy.

E. The Commission shall determine the size, color, reflective quality, configuration, location and anchoring method of a mooring buoy. Standards regarding the color and shape of mooring buoys are required to comply with Subsection (a) of Section 15-121-A3 of the Regulations of Connecticut State Agencies.

F. A mooring buoy shall not be used as a marker.

G. The width of a mooring buoy shall count toward the aggregate percentage of allowable shorefront coverage.

§ 380-12 Markers.

A. Pursuant to the Regulations of Connecticut State Agencies, no marker of any kind may be placed in a watercourse without a permit from the DEEP Boating Division.

B. A marker shall not be located more than 50 feet out from the shorefront unless the permit specifies that it marks a navigational hazard (such as a rock) which exceeds the fifty-foot limit.

C. A marker shall not be placed within 10 feet of the littoral boundary of an abutting property, and the measurement from the first to the last marker (including connecting lines) shall count toward the aggregate allowable shorefront coverage.

D. Markers may be temporarily placed in connection with a special marine event such as a regatta, tournament, procession or exhibition, provided that they are part of an approved marine event permit issued by the DEEP.

§ 380-13 Boat/Personal Watercraft lifts ~~Boat lifts and walkways.~~

A. Only two boat/personal watercraft lifts ~~Only one boat lift~~ shall be allowed per property.

B. A Boat/personal watercraft ~~boat~~ lift shall be used for the storage of only one boat, or two personal watercraft.

C. A Boat/personal watercraft ~~boat~~ lift may be attached to a dock or stand alone. Except for a walkway, no extension or other structure or object may be attached to or upon a Boat/personal watercraft ~~boat~~ lift.

D. If a Boat/personal watercraft ~~boat~~ lift is not adjacent to a dock, the Commission may authorize a walkway (maximum of ~~three feet~~ 24 inches in width) to extend at one side of the Boat/personal watercraft ~~boat~~ lift solely for the purpose of accessing the stored vessel. The walkway may be attached to the Boat/personal watercraft ~~boat~~ lift or be freestanding alongside the Boat/personal watercraft lift. The walkway shall not extend beyond the Boat/personal watercraft ~~boat~~ lift, nor shall it have any accessory attached to it.

E. A Boat/personal watercraft ~~boat~~ lift shall not have solid side walls, raised platform, or a deck ~~or a nonremovable roof or canopy.~~ Boat/personal watercraft lifts shall only be allowed a removable roof or canopy.

F. The width of a Boat/personal watercraft lift and walkway measured parallel to the shorefront shall count toward the aggregate percentage of allowable shorefront coverage.

G. A walkway is not to exceed 24" in width.

§ 380-14 ~~Personal watercraft (jet ski) lifts and floats.~~

A. ~~One personal watercraft lift/float shall be allowed per property.~~

B. ~~A personal watercraft lift/float shall hold a maximum of two personal watercraft.~~

C. ~~A personal watercraft float must be attached to a dock or a retaining wall.~~

~~D. The width of a personal watercraft float(s) measured parallel to the shorefront shall count toward the aggregate percentage of allowable shorefront coverage requirements (§ 380-7D) of this chapter.~~

~~E. A personal watercraft lift/float shall not have solid walls, accessories, a deck, a roof or a canopy.~~

§ 380-14 Prohibited anchoring.

A vessel shall not remain on a watercourse overnight unless it is docked at an authorized dock, moored to an authorized mooring buoy, or stored in an authorized boat lift or personal watercraft lift/float.

§ 380-15 Marinas.

Except for the one existing marina at Highland Lake, which shall be deemed authorized, no additional marinas shall be permitted. The existing marina shall require a permit from the Commission for modifications to the existing facility. This chapter shall not apply to any municipal or state facilities.

§ 380-16 Revocation of permit.

Notwithstanding anything contained herein, the Commission may revoke or modify a permit for any structure or object that it deems a navigational hazard, threat to public safety or conflicts with any state or federal regulations.

§ 380-17 Penalties for offenses.

A. Every person, partnership or corporation, whether acting as an owner or agent, who violates any of the provisions of this chapter shall be fined \$100 for each such violation.

B. Each violation shall be considered a separate offense, and any violation continuing more than one day shall be considered a separate offense.

C. This chapter shall not preclude any additional enforcement action taken by any appropriate municipal, state or federal official conducted pursuant to any applicable ordinance, regulation and/or law of the Town of Winchester and/or the State of Connecticut and/or the United States of America.

D. The hearing procedure for any citations issued for violations of this chapter shall be the procedures as set forth in Chapter 215, Citations, Article I, of the Code of the Town of Winchester.

E. In addition to any fines or penalties imposed herein, this chapter may be enforced by injunctive relief in the Superior Court.

§ 380-18 Severability.

Should any court of competent jurisdiction declare any section or clause or provision of this chapter to be invalid, such decision shall affect only such section, clause or provision so declared invalid and shall not affect any other section, clause or provision of this chapter.

§ 380-19 Waivers

In the event that strict adherence to any of the dimensional requirements herein cannot be met due to a valid safety concern, the Local Traffic Authority ("LTA") may issue a waiver upon written request.

Such written request for a waiver must be submitted to the LTA with the following:

- A. A statement of the specific request;
- B. A site plan drawn to scale showing the proposed configuration;
- C. A statement citing the specific safety concern and how the waiver will resolve the concern; and
- D. Any other documentation requested by the LTA to aid in determining the validity of the safety concern.

In making its decision, the LTA shall:

- A. Inspect the site,
- B. Review the safety concern,
- C. Review the site plan, and
- D. Review the neighboring uses and dock and littoral boundary configurations.

The LTA shall only approve the waiver if it is determined that a valid safety concern exists and the proposed waiver will not cause a new and different safety concern for neighboring property owners.



Town of Winchester
**PLANNING AND COMMUNITY
DEVELOPMENT**

Town of Winchester Town Hall
338 Main Street – 2nd Floor

Jeremy DeCarli, AICP, CZEO

Interim Town Planner

townplanner@townofwinchester.org

MEMORANDUM

To: Paul Harrington, Town Manager
From: Jeremy DeCarli *JDD*
Re: Inland Wetlands and Watercourses Commission Suggested Changes to Chapter 380 of the Town Code, Water Bodies, Public
Date: July 17, 2025

Enclosed herewith are proposed modifications to Chapter 380 of the Town Code, which governs the use of public water bodies within the Town of Winchester. In accordance with Section 380-2, the Winchester Inland Wetlands and Watercourses Commission ("IWWC") is charged with enforcing the provisions of this Chapter. As such, the proposed changes have been considered and suggested by the IWWC to be brought forward to the Board of Selectmen for consideration.

In the enclosed draft revised document, new text is shown in orange underline, and text proposed for deletion is shown with a ~~strike through~~.

The proposed changes include the following broad categories:

1. Setting a date before which structures must have been installed in order to be considered authorized without obtaining a new permit (380-1);
2. Requiring a public hearing when an application is sought for a waiver to the ten-foot littoral boundary setback for new structures (380-7.E); and
3. Setting limitations on the location of swim floats (380-10.C) and allowing for slides to be attached (380-10.D); and
4. Changes to terminology which will allow for two vessel lifts, as opposed to one boat lift and one personal watercraft (jet ski) lift.

It is important to note that while most applications related to this chapter of the Town Code are for projects at Highland Lake, this chapter governs all lakes and ponds within the Town.

Town of Winchester, CT / Division 1: Town Ordinances / Part II: General Legislation

Chapter 380

Water Bodies, Public

[HISTORY: Adopted by the Board of Selectmen of the Town of Winchester 8-5-2002; amended 9-5-2007; 8-21-2017 (§ 162 of the prior compilation). Subsequent amendments noted where applicable.

§ 380-1 Definitions.

As used in this chapter, the following terms shall have the meanings indicated:

AUTHORIZED

Any activity, structure or object in, on or over a public watercourse within the Town of Winchester which is subject to regulation by the Town of Winchester for which.

A. An application was made and a permit granted; or

B. There is an existing structure or object deemed authorized pursuant to § 380-8 herein; the structure must have been installed prior to May 11th, 1993.

BOAT LIFT

A structure in the watercourse or attached to a dock, or shore, designed to lift a vessel out of the water and/or provide a platform for a vessel.

DOCK

A structure, other than a walkway, boat lift, personal watercraft lift/float or swim float, projecting over a watercourse which is attached or adjacent to the shore.

LITTORAL BOUNDARY

An imaginary extension of the landward property line into the water or property line perpendicular to the shoreline. When the shoreline is concave, the "cove method" will be employed to establish the littoral boundary. The "cove method" involves drawing a line, called the "base line," between points of land on either side of the concavity and then drawing a line perpendicular to the base line from the base line to the boundary between the properties at high water mark.

LITTORAL RIGHTS

Rights concerning properties abutting a watercourse, as defined by Connecticut law.

MARINA

Any area that provides for a fee or compensation items such as, but not limited to, dockage, mooring, supplies, maintenance and repair of vessels, and/or rentals or commercial sale of vessels (including demonstration of vessels for purposes of such rental or sale).

MARKER

Buoy (other than a mooring buoy) which has been duly authorized by the Connecticut Department of Energy and Environmental Protection ("DEEP"), placed in the watercourse for purposes including, but not limited to, marking a restricted area, a danger to navigation, a swim area or a sudden change in water depth.

MOORING BUOY

A buoy placed in the watercourse to which a vessel is moored.

PERSONAL WATERCRAFT LIFT/FLOAT

A device specifically designed to lift and/or hold personal watercraft (jet skis).

SWIM FLOAT

A freestanding solid or inflatable platform (including objects also known as "trampolines"), other than a dock, walkway, personal watercraft lift/float or boat lift, attached to the bed of a watercourse by lines, cables or chains.

VESSEL

Every type of watercraft, motorized and nonmotorized, other than a seaplane on water, used or capable of being used as a means of transportation on water.

WALKWAY

A structure other than a dock, adjacent to or attached to a boat lift for the sole purpose of providing access to the vessel stored in the boat lift.

§ 380-2Governing authority.

The Town of Winchester Inland Wetlands Commission, or any other body created or designated by the Board of Selectmen, shall be the body responsible for administering this chapter (hereinafter the "Commission").

§ 380-3Restricted structures.

No structure, whether solid or inflatable, shall be installed in, on or over a watercourse without first obtaining a permit for such installation pursuant to this chapter, unless otherwise exempted herein.

§ 380-4Permit application requirements.

A. Anyone proposing to conduct or cause to be conducted an activity regulated by this chapter shall apply to the Commission for a permit on a form designated by the Commission.

B. A complete application for a permit shall be in writing by the property owner or property owner's designated agent as prescribed by the Commission.

C. Considerations.

(1) In carrying out the intent of this chapter to reduce congestion around the lakeshore, eliminate littoral boundary disputes among neighbors, avoid navigational hazards and impediments, and impediments to ingress and egress to the shore, the Commission shall take into consideration all relevant facts and circumstances in making its decision on any application for a permit, including but not limited to:

(a) Size and configuration of the structure or object;

(b) Type of construction;

(c) Impact to the watercourse;

(d) The littoral rights of adjacent properties;

(e) Amount and type of shorefront;

(f) Water depth;

(g) Effect on navigation; and

(h) Effect on ingress to and egress from the shore.

(2) The above considerations shall not limit the prohibitions set forth in this chapter.

§ 380-5 Property requirements.

To qualify for a permit, a property must abut the watercourse or have legal access to the watercourse. The applicant shall certify to the Commission that the property has no restriction that expressly prohibits the use or activity the applicant is seeking.

§ 380-6 Scope of authorization.

A. An application pending before the Commission under this chapter shall be deemed to have been withdrawn upon the transfer or conveyance of the property.

B. Authorization granted by the Commission under this or prior regulations for which the authorized activity has not been completed shall transfer to the new owner with the conveyance of the property for the balance of the time remaining on the existing permit.

C. A structure/object currently existing in, on or over the watercourse having been constructed or placed by permit of the Commission after May 11, 1993, to the date of this revision of Chapter 380 shall be deemed authorized.

§ 380-7 New structures or objects.

A. Only authorized docks, walkways, swim floats, boat lifts, personal watercraft lift/floats, mooring buoys and markers may be installed in, on or over a watercourse. Any other structure or object shall not be allowed in, on or over the watercourse. Pursuant to Section 15-121-A5 of the Regulations of Connecticut State Agencies, before any markers may be placed, authorization from the Commissioner of Energy and Environmental Protection is required.

B. A structure or object shall not be located so as to be a navigational hazard, impede navigation or impede ingress to or egress from the shore.

C. A structure or object shall not have any part of it located within 10 feet of the littoral boundary of an abutting property.

D. The aggregate width, as measured parallel to the shorefront, of all structures/objects together per property (including those not attached to shore) shall not exceed 50% of the property's shorefront or a maximum of 50 linear feet, whichever is less. A property having a shorefront of 250 feet or more may be allowed a maximum coverage of 70 linear feet.

E. Should an applicant not own sufficient shorefront to meet the ten-foot buffer requirement from the littoral boundary of an abutting property, the applicant may apply to the Commission for a waiver. A public hearing may be deemed necessary as a part of the commission's requirements for approval

(1) In making the decision whether or not to grant a waiver, the Commission shall consider:

(a) All those criteria set forth in § 380-4C;

(b) Whether the waiver will be in harmony with the general purpose and intent of this chapter; and

(c) Whether giving due consideration for conserving the public health, safety, convenience, welfare and property values solely with respect to a parcel of land where, owing to conditions especially affecting such parcel but not affecting generally the zoning district in which it is situated, a literal enforcement of this chapter would result in exceptional difficulty or unusual hardship so that substantial justice will be done and the public safety and welfare secured by granting a waiver.

(2) If the Commission grants a waiver, the reasons for such waiver and any conditions or limitations the Commission may require shall be noted on the permit.

(3) The applicant must notify abutting property owners not less than 15 days before the first Commission meeting, by registered mail, return receipt requested, of a pending application for the exception to the ten-foot buffer.

F. In no event shall a permit be granted that will result in a crossing of a littoral boundary.

§ 380-8 Preexisting structures and objects.

A. A structure/object currently existing in, on or over the watercourse that was located on Highland Lake on May 11, 1993 (the original date of this chapter), or the date of the adoption of this chapter for all other bodies of water, shall be deemed authorized without regard to provisions of this chapter.

(1) A preexisting mooring buoy must conform with all current state regulations.

(2) A preexisting marker must have been placed pursuant to a state permit and must conform with all current state regulations.

B. Notwithstanding the provisions of Subsection A, the location, configuration or dimensions of any such structure/object may not be changed without applying for and obtaining a new permit from the Commission.

C. The Inland Wetlands Agent/Enforcement Officer shall be informed of any proposed maintenance on an existing structure to determine whether the scope of such maintenance constitutes routine maintenance or requires application for a new permit.

D. If two or more properties have been merged into one property, currently existing structures which existed at the time of the property merger will be allowed to remain at their present size, configuration and location, without regard to restrictions in this chapter.

§ 380-9Docks.

A. Only one dock shall be permitted per property, unless it is permitted under the merged properties provision § 380-8D, or unless a property has more than 150 contiguous linear feet of shorefront (see Subsection C below).

B. The maximum total square footage surface area for a dock shall be 320 square feet. Maximum length of a dock shall be 40 feet extended perpendicular from the shorefront into the watercourse. Maximum width of a dock at any point into the watercourse shall be 10 feet measured parallel to the shorefront, and minimum width of a dock shall be three feet measured parallel to the shorefront.

C. If a property has more than 150 contiguous linear feet of shorefront, application may be made for a second dock, provided that it must comply with the maximum linear shorefront coverage provisions contained in § 380-7D of this chapter. Maximum total square footage surface area for a second dock shall be 160 square feet. Maximum length of a second dock shall be 30 feet extended perpendicular from the shorefront into the watercourse. Maximum width of a second dock at any point into the watercourse shall be 10 feet measured parallel to the shorefront. Minimum width of a second dock shall be three feet measured parallel to the shorefront.

D. A dock must be single-story and shall not have a roof, canopy, raised platform or deck. A dock may have certain appurtenances common to docks, such as mooring hardware, bumpers, lines, railings, carpeting, benches, steps, swim ladder, diving board and slide. No part of any such appurtenance shall extend beyond the maximum dock length or width, nor within 10 feet of the littoral boundary of an abutting property. A boat lift may be attached to a dock pursuant to § 380-13. A personal watercraft lift/float may be attached to a dock pursuant to § 380-14.

E. A maximum of three vessels shall be allowed to be berthed per property, regardless of how and where they are berthed (such as at a dock, moored at a buoy, anchored, held in a boat lift or a personal watercraft lift/float). Except for the marina permitted herein, each vessel must be owned and registered to the holder of the permit, or to a tenant of a dwelling owned by the holder of the permit. Personal watercraft count toward the three-vessel maximum allowed per property. This restriction shall not apply to kayaks, canoes or any other vessels which are removed from the water after use. No part of a vessel moored to a dock shall extend beyond the littoral boundary of an abutting property.

F. Docks shall be for private, noncommercial use (except for the one existing marina at Highland Lake and existing camps at other public bodies of water).

G. Reflectors shall be affixed to the ends of a dock. The street number of the property (in numerals at least three inches high) shall be affixed to the end of a dock so as to be visible from the watercourse.

§ 380-10Swim floats.

A. Only one swim float shall be permitted per property.

B. No part of a swim float shall be located more than 50 feet from the shorefront.

C. The maximum dimensions for a noninflatable swim float are 10 feet by 10 feet. The maximum dimension for a circular inflatable swim float is 15 feet in diameter. No part of any swim float shall extend beyond the maximum dock length or width, nor within 10 feet of the littoral boundary of an abutting property.

D. A swim float shall be single-story and shall not include any appurtenance except a swim ladder or a slide.

E. A swim float shall not be attached to any other structure or object, or to the shore. A swim float shall be securely anchored to the bed of the watercourse, and all cables, lines or chains attached to a swim float must be sunk into the bed of the watercourse so as not to be a navigational hazard.

F. A reflector shall be affixed to each side of a noninflatable swim float.

G. The width of a swim float shall count toward the aggregate percentage of allowable shorefront coverage.

§ 380-11Mooring buoys.

A. Only one mooring buoy shall be authorized per property, except if a property has no dock. In lieu of a dock, an applicant may apply for a second mooring buoy. If a dock is subsequently put in, the second mooring buoy must be removed.

B. A mooring buoy shall not be attached to any other structure or object or to the shore. A mooring buoy shall be securely anchored to the bed of the watercourse, and all cables, lines or chains attached to a mooring buoy must be sunk into the bed of the watercourse so as not to be a navigational hazard.

C. A mooring buoy must be located so that no part of a vessel moored to it shall at the full swing of its mooring be more than 50 feet out from the shorefront, nor be beyond the littoral boundary of an abutting property.

D. No more than one vessel may be moored to a buoy.

E. The Commission shall determine the size, color, reflective quality, configuration, location and anchoring method of a mooring buoy. Standards regarding the color and shape of mooring buoys are required to comply with Subsection (a) of Section 15-121-A3 of the Regulations of Connecticut State Agencies.

F. A mooring buoy shall not be used as a marker.

G. The width of a mooring buoy shall count toward the aggregate percentage of allowable shorefront coverage.

§ 380-12Markers.

A. Pursuant to the Regulations of Connecticut State Agencies, no marker of any kind may be placed in a watercourse without a permit from the DEEP Boating Division.

B. A marker shall not be located more than 50 feet out from the shorefront unless the permit specifies that it marks a navigational hazard (such as a rock) which exceeds the fifty-foot limit.

C. A marker shall not be placed within 10 feet of the littoral boundary of an abutting property, and the measurement from the first to the last marker (including connecting lines) shall count toward the aggregate allowable shorefront coverage.

D. Markers may be temporarily placed in connection with a special marine event such as a regatta, tournament, procession or exhibition, provided that they are part of an approved marine event permit issued by the DEEP.

§ 380-13 Vessel lifts ~~Boat lifts~~ and walkways.

A. Only two vessel lifts ~~Only one boat lift~~ shall be allowed per property.

B. A Vessel ~~boat~~ lift shall be used for the storage of only one boat, or two personal watercraft.

C. A Vessel ~~boat~~ lift may be attached to a dock or stand alone. Except for a walkway, no extension or other structure or object may be attached to or upon a Vessel ~~boat~~ lift.

D. If a Vessel ~~boat~~ lift is not adjacent to a dock, the Commission may authorize a walkway (maximum of ~~three feet~~ 24 inches in width) to extend at one side of the Vessel ~~boat~~ lift solely for the purpose of accessing the stored vessel. The walkway may be attached to the Vessel ~~boat~~ lift or be freestanding alongside the Vessel lift. The walkway shall not extend beyond the Vessel ~~boat~~ lift, nor shall it have any accessory attached to it.

E. A Vessel ~~boat~~ lift shall not have solid side walls, raised platform, or a deck ~~or a nonremovable roof or canopy~~. Vessel lifts shall only be allowed a removable roof or canopy.

F. The width of a Vessel lift and walkway measured parallel to the shorefront shall count toward the aggregate percentage of allowable shorefront coverage.

G. A walkway is not to exceed 24" in width.

~~§ 380-14 Personal watercraft (jet ski) lifts and floats.~~

~~A. One personal watercraft lift/float shall be allowed per property.~~

~~B. A personal watercraft lift/float shall hold a maximum of two personal watercraft.~~

~~C. A personal watercraft float must be attached to a dock or a retaining wall.~~

~~D. The width of a personal watercraft float(s) measured parallel to the shorefront shall count toward the aggregate percentage of allowable shorefront coverage requirements (§ 380-7D) of this chapter.~~

~~E. A personal watercraft lift/float shall not have solid walls, accessories, a deck, a roof or a canopy.~~

§ 380-14 Prohibited anchoring.

A vessel shall not remain on a watercourse overnight unless it is docked at an authorized dock, moored to an authorized mooring buoy, or stored in an authorized boat lift or personal watercraft lift/float.

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Except for the one existing marina at Highland Lake, which shall be deemed authorized, no additional marinas shall be permitted. The existing marina shall require a permit from the Commission for modifications to the existing facility. This chapter shall not apply to any municipal or state facilities.

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Notwithstanding anything contained herein, the Commission may revoke or modify a permit for any structure or object that it deems a navigational hazard, threat to public safety or conflicts with any state or federal regulations.

§ 380-17 Penalties for offenses.

A. Every person, partnership or corporation, whether acting as an owner or agent, who violates any of the provisions of this chapter shall be fined \$100 for each such violation.

B. Each violation shall be considered a separate offense, and any violation continuing more than one day shall be considered a separate offense.

C. This chapter shall not preclude any additional enforcement action taken by any appropriate municipal, state or federal official conducted pursuant to any applicable ordinance, regulation and/or law of the Town of Winchester and/or the State of Connecticut and/or the United States of America.

D. The hearing procedure for any citations issued for violations of this chapter shall be the procedures as set forth in Chapter 215, Citations, Article I, of the Code of the Town of Winchester.

E. In addition to any fines or penalties imposed herein, this chapter may be enforced by injunctive relief in the Superior Court.

§ 380-18 Severability.

Should any court of competent jurisdiction declare any section or clause or provision of this chapter to be invalid, such decision shall affect only such section, clause or provision so declared invalid and shall not affect any other section, clause or provision of this chapter.

SMARTstat™ Analysis Report

Winchester RT44 at Dry Dam Road

Thu Apr 17, 2025 14:57
to Thu Apr 24, 2025 13:10

File: 32000047.csv

Date Created: Thursday, July 17, 2025

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Summary

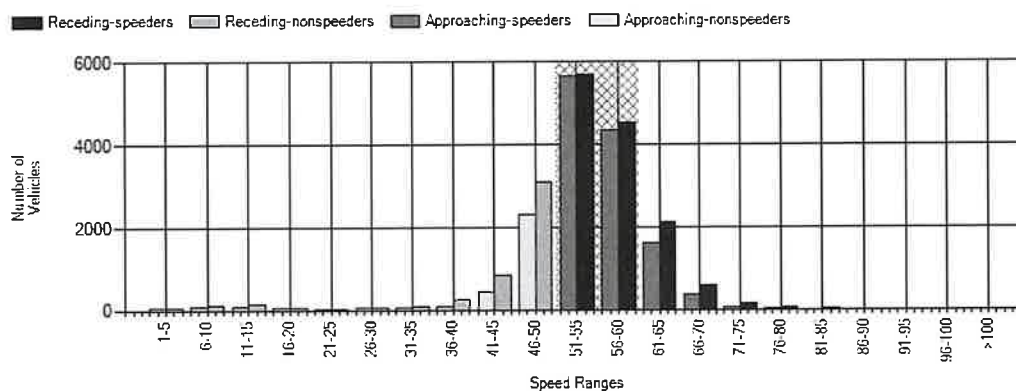
Study Summary for file 32000047.csv

Traffic Analysis Report

Result Description		
File:	32000047.csv	
Study Title:	Winchester RT44 at Dry Dam Road	
Study Run Dates:	2025/04/17 14:57:15 to 2025/04/24 13:10:00	
Total Study Time:	6 Days 22 Hours 12 Minutes	
Study Download Time:	2025/04/24 13:18:14	
Study Location:		
Study GPS Location:	Unknown	
Study Timing Interval:	5 minute blocks	
Study Total # of Vehicles:	33301	
Study Posted Speed Limit:	50 mph	
Study Total # of Speeders:	25303	
Approaching Traffic	# of Vehicles:	15384
	# of Speeders:	12110
	Maximum Speed:	89 mph
	Average Speed:	53 mph
	Median Speed:	54 mph
	85th Pcentile Speed:	59 mph
	10 MPH Pace:	51 to 60 mph
Receding Traffic	# of Vehicles:	17917
	# of Speeders:	13193
	Maximum Speed:	148 mph
	Average Speed:	53 mph
	Median Speed:	54 mph
	85th Pcentile Speed:	60 mph
	10 MPH Pace:	51 to 60 mph

Volume - Total Vehicles

The following graph shows the breakdown of all vehicles tracked in this study. The horizontal axis is broken down into incrementing speed buckets of 5 mph with the resulting count of vehicles residing within those speeds being displayed as the corresponding volume on the vertical axis.

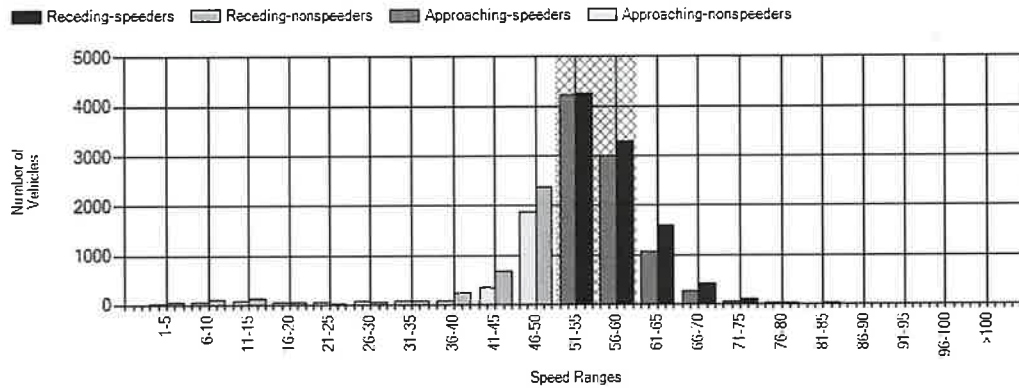


Speed [mph]	1-5	6-10	11-15	16-20	21-25	26-30	31-35	36-40	41-45	46-50	51-55
Approaching Total Volume	52	93	78	49	42	69	71	82	419	2319	5661
% of Total Approaching	0.34%	0.60%	0.51%	0.32%	0.27%	0.45%	0.46%	0.53%	2.72%	15.07%	36.80%
Receding Total Volume	45	126	137	53	25	46	94	250	852	3096	5699
% of Total Receding	0.25%	0.70%	0.76%	0.30%	0.14%	0.26%	0.52%	1.40%	4.76%	17.28%	31.81%
Total Volume	97	219	215	102	67	115	165	332	1271	5415	11360
% of Total Volume	0.29%	0.66%	0.65%	0.31%	0.20%	0.35%	0.50%	1.00%	3.82%	16.26%	34.11%

Speed (continued) [mph]	56-60	61-65	66-70	71-75	76-80	81-85	86-90	91-95	96-100	100+	Totals
Approaching Total Volume	4340	1623	382	64	30	8	2	0	0	0	15384
% of Total Approaching	28.21%	10.55%	2.48%	0.42%	0.20%	0.05%	0.01%	0.00%	0.00%	0.00%	--
Receding Total Volume	4524	2136	599	151	51	19	3	0	2	9	17917
% of Total Receding	25.25%	11.92%	3.34%	0.84%	0.28%	0.11%	0.02%	0.00%	0.01%	0.05%	--
Total Volume	8864	3759	981	215	81	27	5	0	2	9	33301
% of Total Volume	26.62%	11.29%	2.95%	0.65%	0.24%	0.08%	0.02%	0.00%	0.01%	0.03%	--

Volume - Weekday Total Vehicles

The following graph shows the breakdown of all vehicles tracked in this study for weekdays. The horizontal axis is broken down into incrementing speed buckets of 5 mph with the resulting count of vehicles residing within those speeds being displayed as the corresponding volume on the vertical axis.

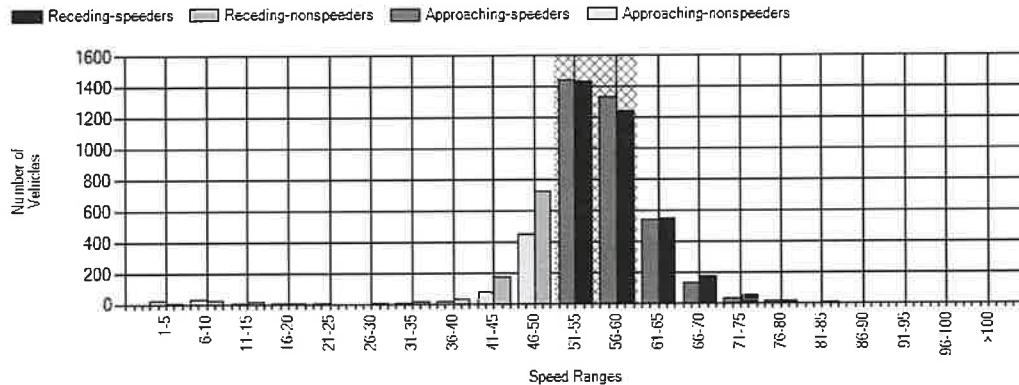


Speed [mph]	1-5	6-10	11-15	16-20	21-25	26-30	31-35	36-40	41-45	46-50	51-55
Approaching Weekday Volume	32	61	71	45	38	68	63	67	348	1871	4214
% of Weekday Approaching	0.28%	0.54%	0.63%	0.40%	0.34%	0.60%	0.56%	0.59%	3.09%	16.60%	37.39%
% of Total Weekday	0.13%	0.25%	0.29%	0.18%	0.15%	0.28%	0.25%	0.27%	1.41%	7.57%	17.06%
% of Total Approaching	0.21%	0.40%	0.46%	0.29%	0.25%	0.44%	0.41%	0.44%	2.26%	12.16%	27.39%
Receding Weekday Volume	37	105	121	49	23	43	79	220	676	2370	4265
% of Weekday Receding	0.28%	0.78%	0.90%	0.36%	0.17%	0.32%	0.59%	1.64%	5.03%	17.64%	31.74%
% of Total Weekday	0.15%	0.42%	0.49%	0.20%	0.09%	0.17%	0.32%	0.89%	2.74%	9.59%	17.26%
% of Total Receding	0.21%	0.59%	0.68%	0.27%	0.13%	0.24%	0.44%	1.23%	3.77%	13.23%	23.80%
Weekday Volume	69	166	192	94	61	111	142	287	1024	4241	8479
% of Weekday Volume	0.28%	0.67%	0.78%	0.38%	0.25%	0.45%	0.57%	1.16%	4.14%	17.17%	34.32%
% of Total Volume	0.21%	0.50%	0.58%	0.28%	0.18%	0.33%	0.43%	0.86%	3.07%	12.74%	25.46%

Speed (continued) [mph]	56-60	61-65	66-70	71-75	76-80	81-85	86-90	91-95	96-100	100+	Totals
Approaching Weekday Volume	3004	1079	248	36	18	6	1	0	0	0	11270
% of Weekday Approaching	26.65%	9.57%	2.20%	0.32%	0.16%	0.05%	0.01%	0.00%	0.00%	0.00%	--
% of Total Weekday	12.16%	4.37%	1.00%	0.15%	0.07%	0.02%	0.00%	0.00%	0.00%	0.00%	--
% of Total Approaching	19.53%	7.01%	1.61%	0.23%	0.12%	0.04%	0.01%	0.00%	0.00%	0.00%	--
Receding Weekday Volume	3280	1583	421	104	35	14	2	0	2	7	13436
% of Weekday Receding	24.41%	11.78%	3.13%	0.77%	0.26%	0.10%	0.01%	0.00%	0.01%	0.05%	--
% of Total Weekday	13.28%	6.41%	1.70%	0.42%	0.14%	0.06%	0.01%	0.00%	0.01%	0.03%	--
% of Total Receding	18.31%	8.84%	2.35%	0.58%	0.20%	0.08%	0.01%	0.00%	0.01%	0.04%	--
Weekday Volume	6284	2662	669	140	53	20	3	0	2	7	24706
% of Weekday Volume	25.44%	10.77%	2.71%	0.57%	0.21%	0.08%	0.01%	0.00%	0.01%	0.03%	--
% of Total Volume	18.87%	7.99%	2.01%	0.42%	0.16%	0.06%	0.01%	0.00%	0.01%	0.02%	--

Volume - Weekend Total Vehicles

The following graph shows the breakdown of all vehicles tracked in this study for weekends. The horizontal axis is broken down into incrementing speed buckets of 5 mph with the resulting count of vehicles residing within those speeds being displayed as the corresponding volume on the vertical axis.

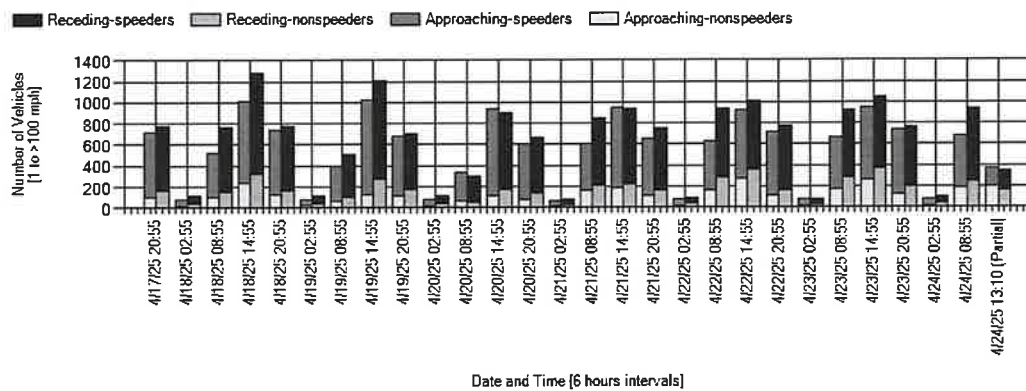


Speed [mph]	1-5	6-10	11-15	16-20	21-25	26-30	31-35	36-40	41-45	46-50	51-55
Approaching Weekend Volume	20	32	7	4	4	1	8	15	71	448	1447
% of Weekend Approaching	0.49%	0.78%	0.17%	0.10%	0.10%	0.02%	0.19%	0.36%	1.73%	10.89%	35.17%
% of Total Weekend	0.23%	0.37%	0.08%	0.05%	0.05%	0.01%	0.09%	0.17%	0.83%	5.21%	16.84%
% of Total Approaching	0.13%	0.21%	0.05%	0.03%	0.03%	0.01%	0.05%	0.10%	0.46%	2.91%	9.41%
Receding Weekend Volume	8	21	16	4	2	3	15	30	176	726	1434
% of Weekend Receding	0.18%	0.47%	0.36%	0.09%	0.04%	0.07%	0.33%	0.67%	3.93%	16.20%	32.00%
% of Total Weekend	0.09%	0.24%	0.19%	0.05%	0.02%	0.03%	0.17%	0.35%	2.05%	8.45%	16.68%
% of Total Receding	0.04%	0.12%	0.09%	0.02%	0.01%	0.02%	0.08%	0.17%	0.98%	4.05%	8.00%
Weekend Volume	28	53	23	8	6	4	23	45	247	1174	2881
% of Weekend Volume	0.33%	0.62%	0.27%	0.09%	0.07%	0.05%	0.27%	0.52%	2.87%	13.66%	33.52%
% of Total Volume	0.08%	0.16%	0.07%	0.02%	0.02%	0.01%	0.07%	0.14%	0.74%	3.53%	8.65%

Speed (continued) [mph]	56-60	61-65	66-70	71-75	76-80	81-85	86-90	91-95	96-100	100+	Totals
Approaching Weekend Volume	1336	544	134	28	12	2	1	0	0	0	4114
% of Weekend Approaching	32.47%	13.22%	3.26%	0.68%	0.29%	0.05%	0.02%	0.00%	0.00%	0.00%	--
% of Total Weekend	15.54%	6.33%	1.56%	0.33%	0.14%	0.02%	0.01%	0.00%	0.00%	0.00%	--
% of Total Approaching	8.68%	3.54%	0.87%	0.18%	0.08%	0.01%	0.01%	0.00%	0.00%	0.00%	--
Receding Weekend Volume	1244	553	178	47	16	5	1	0	0	2	4481
% of Weekend Receding	27.76%	12.34%	3.97%	1.05%	0.36%	0.11%	0.02%	0.00%	0.00%	0.04%	--
% of Total Weekend	14.47%	6.43%	2.07%	0.55%	0.19%	0.06%	0.01%	0.00%	0.00%	0.02%	--
% of Total Receding	6.94%	3.09%	0.99%	0.26%	0.09%	0.03%	0.01%	0.00%	0.00%	0.01%	--
Weekend Volume	2580	1097	312	75	28	7	2	0	0	2	8595
% of Weekend Volume	30.02%	12.76%	3.63%	0.87%	0.33%	0.08%	0.02%	0.00%	0.00%	0.02%	--
% of Total Volume	7.75%	3.29%	0.94%	0.23%	0.08%	0.02%	0.01%	0.00%	0.00%	0.01%	--

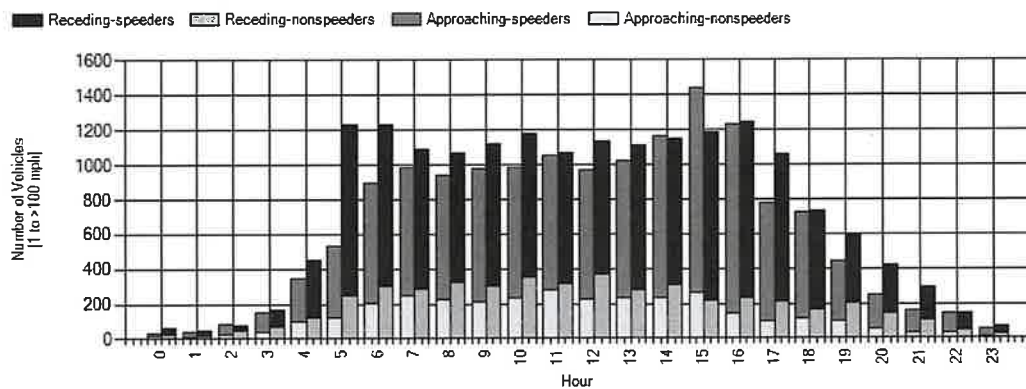
Volume - By Time

The following graph shows the breakdown of all vehicles tracked in this study. The horizontal axis is broken down into distinct time intervals of the study with the resulting count of vehicles captured during those time intervals being displayed as the corresponding volume on the vertical axis.



Volume - By Hour

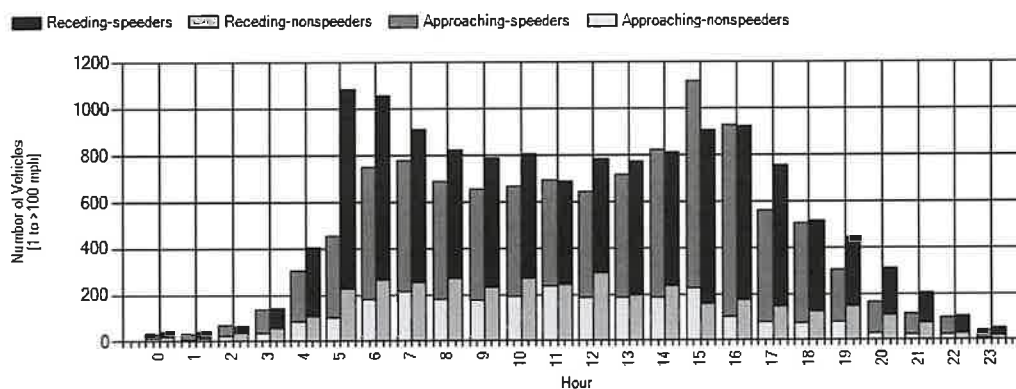
The following graph shows the breakdown of all vehicles tracked in this study. The horizontal axis is broken down into distinct time intervals of the study with the resulting count of vehicles captured during those time intervals being displayed as the corresponding volume on the vertical axis.



Hour	Travel Direction	Total Vehicles	Number of Speeders	Median Speed (mph)	Maximum Speed (mph)	Average Speed (mph)	85th % Speed (mph)
0	Approaching	36	19	52	66	52	56
0	Receding	65	37	52	67	52	54
1	Approaching	42	30	53	79	53	56
1	Receding	50	30	50	66	51	54
2	Approaching	83	59	52	79	52	57
2	Receding	77	32	49	68	49	52
3	Approaching	152	114	54	78	54	57
3	Receding	166	96	52	67	51	56
4	Approaching	345	243	54	81	53	58
4	Receding	451	328	54	78	54	61
5	Approaching	528	407	54	76	54	59
5	Receding	1228	978	55	85	55	62
6	Approaching	895	688	55	86	54	60
6	Receding	1230	928	55	104	54	61
7	Approaching	982	732	53	76	53	58
7	Receding	1086	801	54	101	54	61
8	Approaching	940	717	54	74	53	60
8	Receding	1065	744	54	80	53	60
9	Approaching	977	766	54	72	53	59
9	Receding	1116	815	54	79	53	60
10	Approaching	985	752	54	79	52	58
10	Receding	1181	827	54	80	53	60
11	Approaching	1053	776	52	79	51	57
11	Receding	1068	752	54	81	52	60
12	Approaching	967	743	54	80	53	59
12	Receding	1135	767	52	85	50	59
13	Approaching	1026	792	54	81	53	59
13	Receding	1114	832	54	105	53	60
14	Approaching	1162	928	54	73	54	60
14	Receding	1150	845	54	148	53	61
15	Approaching	1436	1169	55	78	54	59
15	Receding	1189	969	55	83	54	61
16	Approaching	1233	1085	56	82	55	60
16	Receding	1249	1012	55	119	54	61
17	Approaching	776	673	56	74	55	61
17	Receding	1057	848	55	114	54	61
18	Approaching	725	607	56	89	55	61
18	Receding	729	565	55	81	54	61
19	Approaching	439	341	55	77	54	61
19	Receding	590	389	53	104	52	59
20	Approaching	247	193	56	73	55	59
20	Receding	417	271	53	90	53	61
21	Approaching	159	123	55	78	55	60
21	Receding	291	183	53	110	53	61
22	Approaching	143	111	55	77	55	59
22	Receding	146	101	53	77	53	59
23	Approaching	53	42	56	75	56	58
23	Receding	67	43	52	96	52	56

Volume - By Weekday Hour

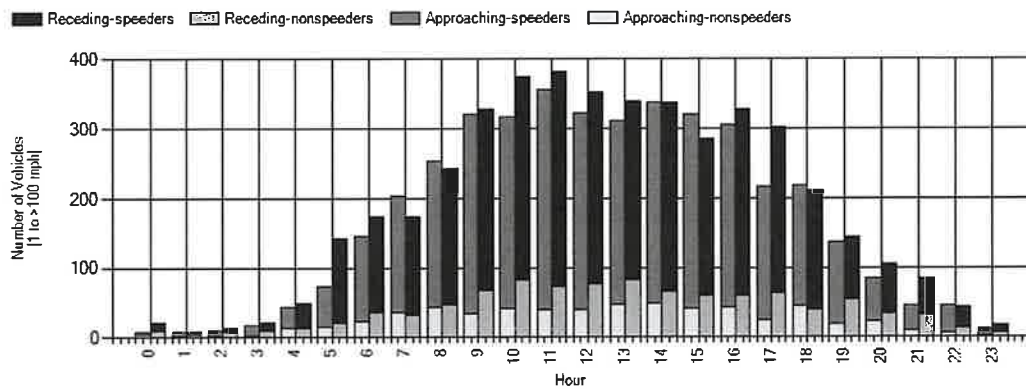
The following graph shows the breakdown of all vehicles tracked in this study. The horizontal axis is broken down into distinct time intervals of the study with the resulting count of vehicles captured during those time intervals being displayed as the corresponding volume on the vertical axis.



Weekday Hour	Travel Direction	Total Vehicles	Number of Speeders	Median Speed (mph)	Maximum Speed (mph)	Average Speed (mph)	85th % Speed (mph)
0	Approaching	28	15	52	66	52	57
0	Receding	43	25	52	67	52	54
1	Approaching	33	23	53	79	53	56
1	Receding	42	26	50	62	51	54
2	Approaching	72	50	51	79	51	57
2	Receding	64	27	49	68	49	52
3	Approaching	135	99	54	64	53	57
3	Receding	144	84	52	67	51	57
4	Approaching	302	214	54	72	53	58
4	Receding	402	293	54	78	54	61
5	Approaching	454	349	54	73	54	59
5	Receding	1086	858	55	85	55	62
6	Approaching	750	567	54	85	53	60
6	Receding	1056	791	55	104	54	61
7	Approaching	779	566	53	70	53	58
7	Receding	912	660	54	101	54	61
8	Approaching	686	506	53	74	53	59
8	Receding	822	549	53	80	52	60
9	Approaching	657	481	54	68	53	59
9	Receding	788	554	54	75	52	60
10	Approaching	668	476	53	79	51	57
10	Receding	807	535	53	80	52	60
11	Approaching	697	460	50	79	49	55
11	Receding	686	443	53	81	50	60
12	Approaching	644	459	53	74	52	58
12	Receding	783	492	51	85	48	58
13	Approaching	715	528	53	81	52	58
13	Receding	774	575	54	85	52	60
14	Approaching	825	640	54	73	53	59
14	Receding	812	573	54	148	52	60
15	Approaching	1116	890	54	78	53	59
15	Receding	904	745	55	82	54	61
16	Approaching	927	822	56	82	55	60
16	Receding	921	744	55	119	55	61
17	Approaching	559	481	55	74	55	60
17	Receding	755	610	55	83	54	61
18	Approaching	506	433	56	89	55	62
18	Receding	518	394	55	74	54	61
19	Approaching	303	224	55	77	53	61
19	Receding	446	300	53	104	52	59
20	Approaching	162	131	56	73	55	60
20	Receding	312	201	53	90	53	61
21	Approaching	114	88	55	78	55	59
21	Receding	206	130	53	110	53	61
22	Approaching	97	72	55	77	55	59
22	Receding	103	72	53	77	53	59
23	Approaching	41	32	56	75	56	58
23	Receding	50	32	52	96	52	57

Volume - By Weekend Hour

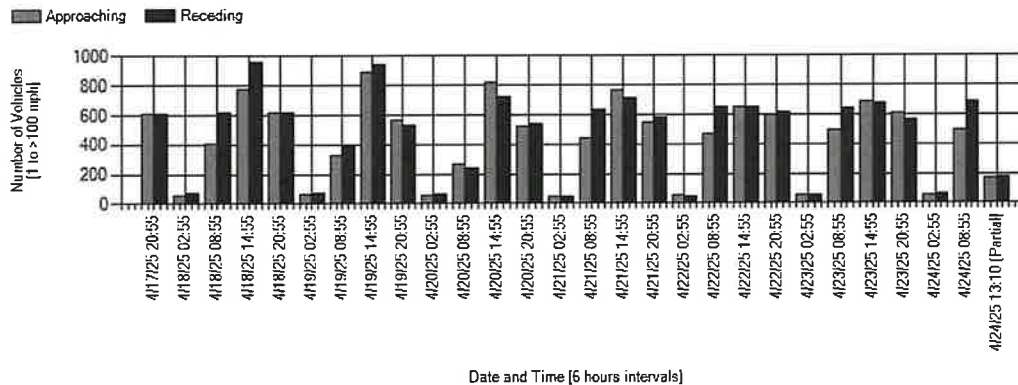
The following graph shows the breakdown of all vehicles tracked in this study. The horizontal axis is broken down into distinct time intervals of the study with the resulting count of vehicles captured during those time intervals being displayed as the corresponding volume on the vertical axis.



Weekend Hour	Travel Direction	Total Vehicles	Number of Speeders	Median Speed (mph)	Maximum Speed (mph)	Average Speed (mph)	85th % Speed (mph)
0	Approaching	8	4	52	65	52	54
0	Receding	22	12	51	66	52	54
1	Approaching	9	7	51	68	52	55
1	Receding	8	4	52	66	52	52
2	Approaching	11	9	58	76	58	58
2	Receding	13	5	48	59	48	48
3	Approaching	17	15	57	78	57	59
3	Receding	22	12	52	67	52	54
4	Approaching	43	29	55	81	53	59
4	Receding	49	35	53	76	54	62
5	Approaching	74	58	55	76	54	59
5	Receding	142	120	56	79	55	61
6	Approaching	145	121	56	86	55	61
6	Receding	174	137	56	74	55	62
7	Approaching	203	166	54	76	54	60
7	Receding	174	141	56	78	56	60
8	Approaching	254	211	55	74	55	61
8	Receding	243	195	55	74	54	61
9	Approaching	320	285	55	72	55	60
9	Receding	328	261	55	79	54	61
10	Approaching	317	276	56	73	54	62
10	Receding	374	292	55	73	54	61
11	Approaching	356	316	56	79	55	60
11	Receding	382	309	56	75	55	61
12	Approaching	323	284	56	80	55	60
12	Receding	352	275	55	81	55	63
13	Approaching	311	264	55	71	54	61
13	Receding	340	257	55	105	55	62
14	Approaching	337	288	55	69	54	60
14	Receding	338	272	55	72	55	61
15	Approaching	320	279	55	77	55	61
15	Receding	285	224	55	83	55	63
16	Approaching	306	263	56	81	55	61
16	Receding	328	268	55	78	53	61
17	Approaching	217	192	56	74	56	62
17	Receding	302	238	55	114	55	61
18	Approaching	219	174	55	73	54	60
18	Receding	211	171	54	81	55	61
19	Approaching	136	117	56	75	56	62
19	Receding	144	89	52	71	51	58
20	Approaching	85	62	55	67	54	58
20	Receding	105	70	53	79	52	60
21	Approaching	45	35	55	76	55	62
21	Receding	85	53	53	86	53	61
22	Approaching	46	39	56	77	55	60
22	Receding	43	29	54	75	53	59
23	Approaching	12	10	56	67	56	57
23	Receding	17	11	53	68	53	55

Volume - Total Speeders

The following graph shows the breakdown of all speeding vehicles tracked in this study based on the posted speed limit entered (50 mph). The horizontal axis is broken down into incrementing speed buckets of 5 mph with the resulting count of vehicles residing within those speeds being displayed as the corresponding volume on the vertical axis.



Approaching Breakdown

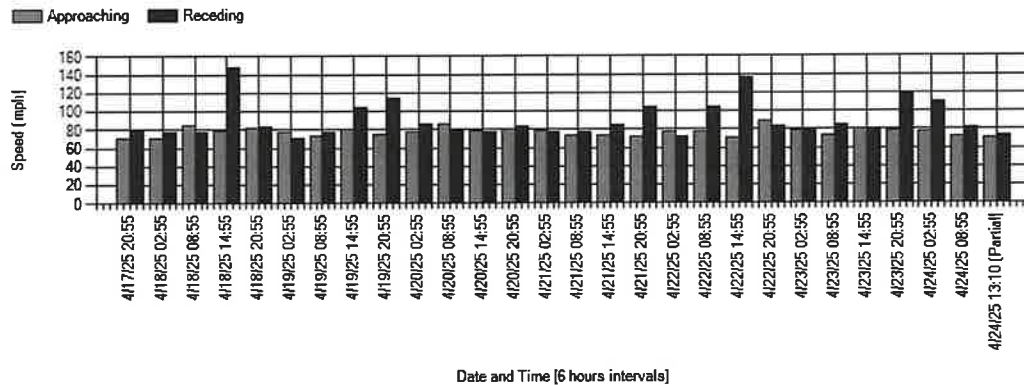
Speeding Statistics		10 MPH Pace		# Exceeding Limit			
Posted Limit	50 mph	Pace Speed	51 to 60 mph	Speed	51 to 60 mph	61 to 70 mph	71+ mph
# At/Under Limit	3274	# In Pace	6	Volume	10001	2005	104
# Over Limit	12110	% In Pace	0.04%	Percent	65.01%	13.03%	0.68%
Average Speed	53 mph						
85th % Speed (weighted)	59 mph						
						Total	12110

Receding Breakdown

Speeding Statistics		10 MPH Pace		# Exceeding Limit			
Posted Speed	50 mph	Pace Speed	51 to 60 mph	Speed	51 to 60 mph	61 to 70 mph	71+ mph
# At/Under Limit	4724	# In Pace	5	Volume	10223	2735	235
# Over Limit	13193	% In Pace	0.03%	Percent	57.06%	15.26%	1.31%
Average Speed	53 mph						
85th % Speed (weighted)	60 mph						
						Total	13193

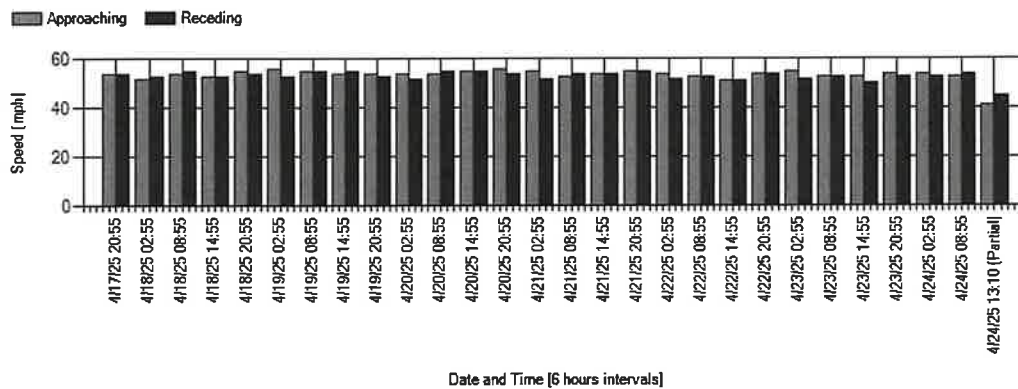
Speed - Maximum Speed

The following graph shows the maximum speeds captured in this study. The horizontal axis is broken down into distinct time intervals of the study with the resulting maximum vehicle speed captured during those time intervals being displayed as the corresponding speed value on the vertical axis.



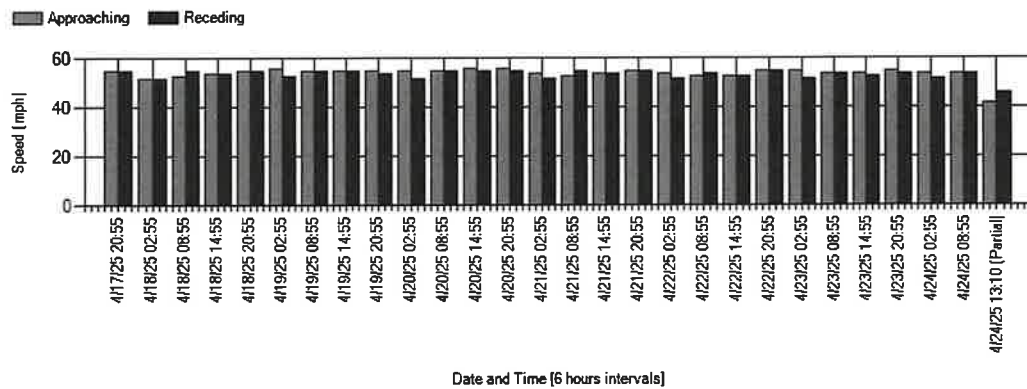
Speed - Average Speed

The following graph shows the average speeds captured in this study. The horizontal axis is broken down into distinct time intervals of the study with the resulting average vehicle speed captured during those time intervals being displayed as the corresponding speed value on the vertical axis.



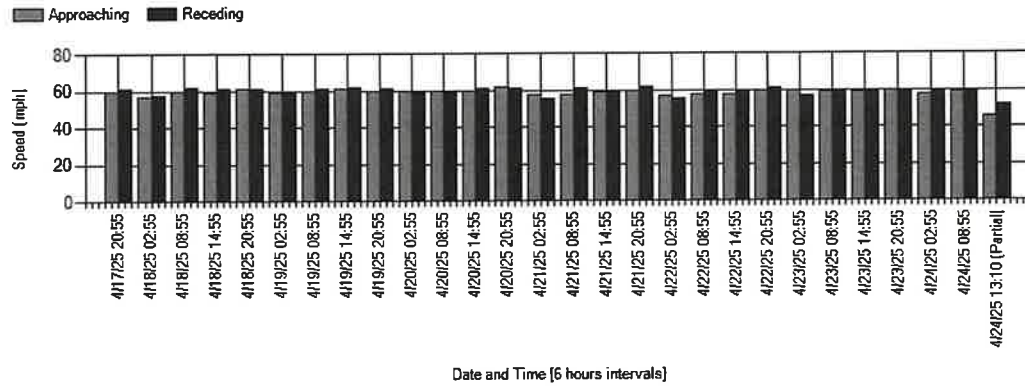
Speed - Median Speed

The following graph shows the median speeds captured in this study. The horizontal axis is broken down into distinct time intervals of the study with the resulting median vehicle speed captured during those time intervals being displayed as the corresponding speed value on the vertical axis.



Speed - 85th Percentile Speed

The following graph shows the 85th percentile speeds captured in this study. The horizontal axis is broken down into distinct time intervals of the study with the resulting 85th percentile vehicle speed captured during those time intervals being displayed as the corresponding speed value on the vertical axis.



Contact Us

For questions or comments about this product, please contact us at the following:

Kustom Signals, Inc., 9652 Loiret Blvd., Lenexa, KS 66219-2406
Customer Service 1-800-835-0156 or 1-620-431-2700
Sales Department 1-800-4-KUSTOM or 1-913-492-1400

SMARTstat™ Analysis Report

Winchester RT44 (NB)

Mon Mar 31, 2025 16:33
to Sun Apr 6, 2025 13:55

File: 32000043.csv

Date Created: Thursday, July 17, 2025

Generator: 1.00.004 (01700105)

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Summary

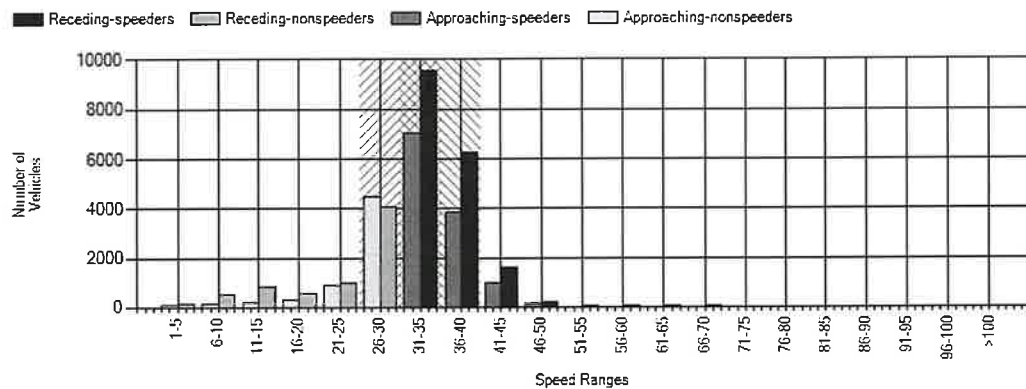
Study Summary for file 32000043.csv

Traffic Analysis Report

Result Description		
File:	32000043.csv	
Study Title:	Winchester RT44 (NB)	
Study Run Dates:	2025/03/31 16:33:27 to 2025/04/06 13:55:32	
Total Study Time:	5 Days 21 Hours 22 Minutes	
Study Download Time:	2025/04/06 13:55:34	
Study Location:		
Study GPS Location:	Unknown	
Study Timing Interval:	5 minute blocks	
Study Total # of Vehicles:	43049	
Study Posted Speed Limit:	30 mph	
Study Total # of Speeders:	29868	
Approaching Traffic	# of Vehicles:	18174
	# of Speeders:	12062
	Maximum Speed:	72 mph
	Average Speed:	32 mph
	Median Speed:	33 mph
	85th Pcentile Speed:	38 mph
	10 MPH Pace:	26 to 35 mph
Receding Traffic	# of Vehicles:	24875
	# of Speeders:	17806
	Maximum Speed:	98 mph
	Average Speed:	32 mph
	Median Speed:	33 mph
	85th Pcentile Speed:	38 mph
	10 MPH Pace:	31 to 40 mph

Volume - Total Vehicles

The following graph shows the breakdown of all vehicles tracked in this study. The horizontal axis is broken down into incrementing speed buckets of 5 mph with the resulting count of vehicles residing within those speeds being displayed as the corresponding volume on the vertical axis.

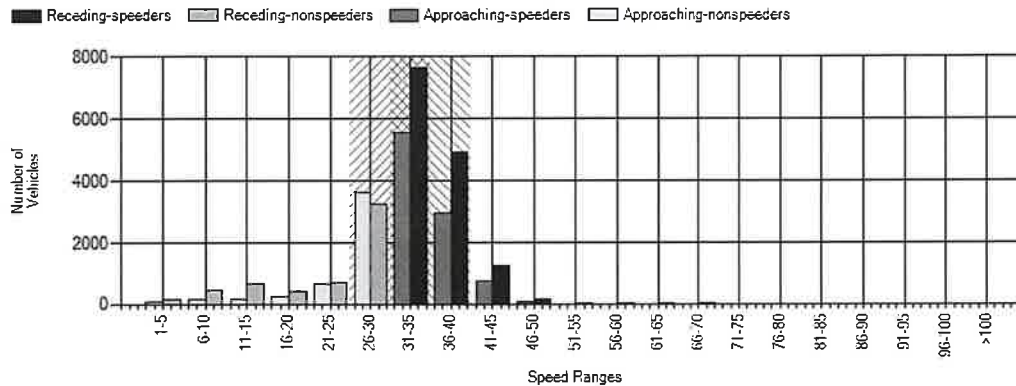


Speed [mph]	1-5	6-10	11-15	16-20	21-25	26-30	31-35	36-40	41-45	46-50	51-55
Approaching Total Volume	80	170	212	327	861	4462	7034	3870	998	137	13
% of Total Approaching	0.44%	0.94%	1.17%	1.80%	4.74%	24.55%	38.70%	21.29%	5.49%	0.75%	0.07%
Receding Total Volume	174	511	810	554	964	4056	9526	6275	1611	211	47
% of Total Receding	0.70%	2.05%	3.26%	2.23%	3.88%	16.31%	38.30%	25.23%	6.48%	0.85%	0.19%
Total Volume	254	681	1022	881	1825	8518	16560	10145	2609	348	60
% of Total Volume	0.59%	1.58%	2.37%	2.05%	4.24%	19.79%	38.47%	23.57%	6.06%	0.81%	0.14%

Speed (continued) [mph]	56-60	61-65	66-70	71-75	76-80	81-85	86-90	91-95	96-100	100+	Totals
Approaching Total Volume	4	3	2	1	0	0	0	0	0	0	18174
% of Total Approaching	0.02%	0.02%	0.01%	0.01%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	--
Receding Total Volume	33	45	30	17	9	0	1	0	1	0	24875
% of Total Receding	0.13%	0.18%	0.12%	0.07%	0.04%	0.00%	0.00%	0.00%	0.00%	0.00%	--
Total Volume	37	48	32	18	9	0	1	0	1	0	43049
% of Total Volume	0.09%	0.11%	0.07%	0.04%	0.02%	0.00%	0.00%	0.00%	0.00%	0.00%	--

Volume - Weekday Total Vehicles

The following graph shows the breakdown of all vehicles tracked in this study for weekdays. The horizontal axis is broken down into incrementing speed buckets of 5 mph with the resulting count of vehicles residing within those speeds being displayed as the corresponding volume on the vertical axis.

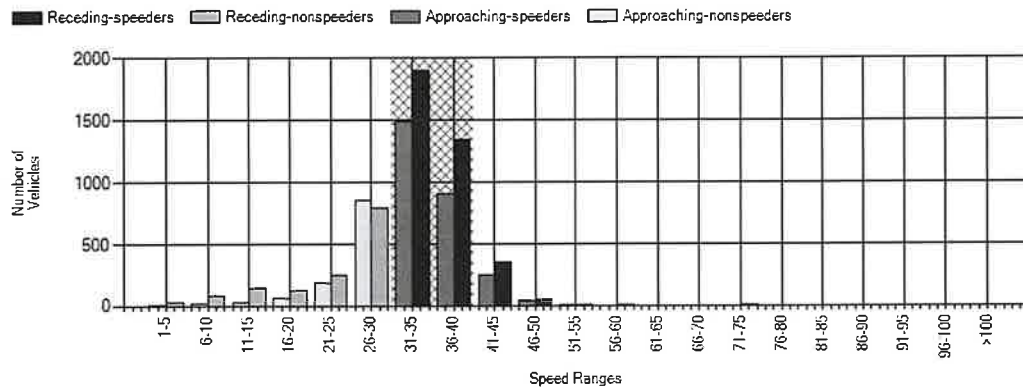


Speed [mph]	1-5	6-10	11-15	16-20	21-25	26-30	31-35	36-40	41-45	46-50	51-55
Approaching Weekday Volume	66	151	178	263	672	3610	5546	2963	745	97	6
% of Weekday Approaching	0.46%	1.06%	1.24%	1.84%	4.70%	25.24%	38.77%	20.71%	5.21%	0.68%	0.04%
% of Total Weekday	0.19%	0.44%	0.52%	0.77%	1.97%	10.59%	16.27%	8.69%	2.19%	0.28%	0.02%
% of Total Approaching	0.36%	0.83%	0.98%	1.45%	3.70%	19.86%	30.52%	16.30%	4.10%	0.53%	0.03%
Receding Weekday Volume	144	433	668	426	710	3263	7626	4934	1254	162	39
% of Weekday Receding	0.73%	2.19%	3.38%	2.15%	3.59%	16.50%	38.55%	24.94%	6.34%	0.82%	0.20%
% of Total Weekday	0.42%	1.27%	1.96%	1.25%	2.08%	9.57%	22.37%	14.48%	3.68%	0.48%	0.11%
% of Total Receding	0.58%	1.74%	2.69%	1.71%	2.85%	13.12%	30.66%	19.84%	5.04%	0.65%	0.16%
Weekday Volume	210	584	846	689	1382	6873	13172	7897	1999	259	45
% of Weekday Volume	0.62%	1.71%	2.48%	2.02%	4.05%	20.16%	38.64%	23.17%	5.86%	0.76%	0.13%
% of Total Volume	0.49%	1.36%	1.97%	1.60%	3.21%	15.97%	30.60%	18.34%	4.64%	0.60%	0.10%

Speed (continued) [mph]	56-60	61-65	66-70	71-75	76-80	81-85	86-90	91-95	96-100	100+	Totals
Approaching Weekday Volume	3	2	2	1	0	0	0	0	0	0	14305
% of Weekday Approaching	0.02%	0.01%	0.01%	0.01%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	--
% of Total Weekday	0.01%	0.01%	0.01%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	--
% of Total Approaching	0.02%	0.01%	0.01%	0.01%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	--
Receding Weekday Volume	27	42	30	12	9	0	1	0	1	0	19781
% of Weekday Receding	0.14%	0.21%	0.15%	0.06%	0.05%	0.00%	0.01%	0.00%	0.01%	0.00%	--
% of Total Weekday	0.08%	0.12%	0.09%	0.04%	0.03%	0.00%	0.00%	0.00%	0.00%	0.00%	--
% of Total Receding	0.11%	0.17%	0.12%	0.05%	0.04%	0.00%	0.00%	0.00%	0.00%	0.00%	--
Weekday Volume	30	44	32	13	9	0	1	0	1	0	34086
% of Weekday Volume	0.09%	0.13%	0.09%	0.04%	0.03%	0.00%	0.00%	0.00%	0.00%	0.00%	--
% of Total Volume	0.07%	0.10%	0.07%	0.03%	0.02%	0.00%	0.00%	0.00%	0.00%	0.00%	--

Volume - Weekend Total Vehicles

The following graph shows the breakdown of all vehicles tracked in this study for weekends. The horizontal axis is broken down into incrementing speed buckets of 5 mph with the resulting count of vehicles residing within those speeds being displayed as the corresponding volume on the vertical axis.

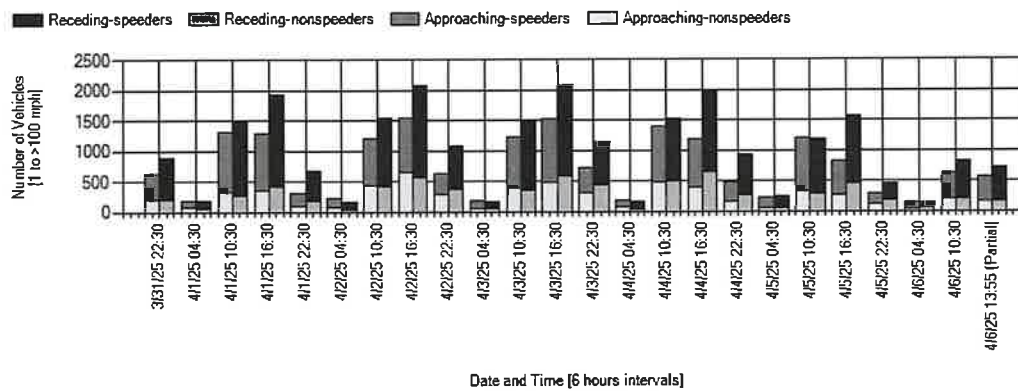


Speed [mph]	1-5	6-10	11-15	16-20	21-25	26-30	31-35	36-40	41-45	46-50	51-55
Approaching Weekend Volume	14	19	34	64	189	852	1488	907	253	40	7
% of Weekend Approaching	0.36%	0.49%	0.88%	1.65%	4.88%	22.02%	38.46%	23.44%	6.54%	1.03%	0.18%
% of Total Weekend	0.16%	0.21%	0.38%	0.71%	2.11%	9.51%	16.60%	10.12%	2.82%	0.45%	0.08%
% of Total Approaching	0.08%	0.10%	0.19%	0.35%	1.04%	4.69%	8.19%	4.99%	1.39%	0.22%	0.04%
Receding Weekend Volume	30	78	142	128	254	793	1900	1341	357	49	8
% of Weekend Receding	0.59%	1.53%	2.79%	2.51%	4.99%	15.57%	37.30%	26.33%	7.01%	0.96%	0.16%
% of Total Weekend	0.33%	0.87%	1.58%	1.43%	2.83%	8.85%	21.20%	14.96%	3.98%	0.55%	0.09%
% of Total Receding	0.12%	0.31%	0.57%	0.51%	1.02%	3.19%	7.64%	5.39%	1.44%	0.20%	0.03%
Weekend Volume	44	97	176	192	443	1645	3388	2248	610	89	15
% of Weekend Volume	0.49%	1.08%	1.96%	2.14%	4.94%	18.35%	37.80%	25.08%	6.81%	0.99%	0.17%
% of Total Volume	0.10%	0.23%	0.41%	0.45%	1.03%	3.82%	7.87%	5.22%	1.42%	0.21%	0.03%

Speed (continued) [mph]	56-60	61-65	66-70	71-75	76-80	81-85	86-90	91-95	96-100	100+	Totals
Approaching Weekend Volume	1	1	0	0	0	0	0	0	0	0	3869
% of Weekend Approaching	0.03%	0.03%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	--
% of Total Weekend	0.01%	0.01%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	--
% of Total Approaching	0.01%	0.01%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	--
Receding Weekend Volume	6	3	0	5	0	0	0	0	0	0	5094
% of Weekend Receding	0.12%	0.06%	0.00%	0.10%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	--
% of Total Weekend	0.07%	0.03%	0.00%	0.06%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	--
% of Total Receding	0.02%	0.01%	0.00%	0.02%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	--
Weekend Volume	7	4	0	5	0	0	0	0	0	0	8963
% of Weekend Volume	0.08%	0.04%	0.00%	0.06%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	--
% of Total Volume	0.02%	0.01%	0.00%	0.01%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	--

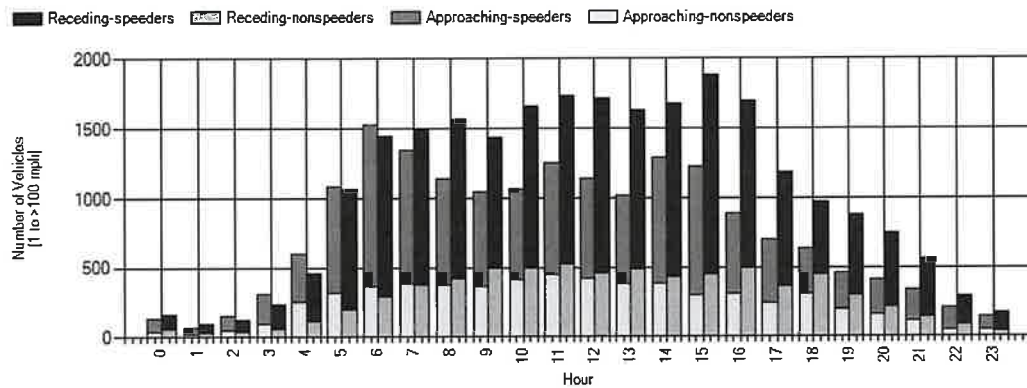
Volume - By Time

The following graph shows the breakdown of all vehicles tracked in this study. The horizontal axis is broken down into distinct time intervals of the study with the resulting count of vehicles captured during those time intervals being displayed as the corresponding volume on the vertical axis.



Volume - By Hour

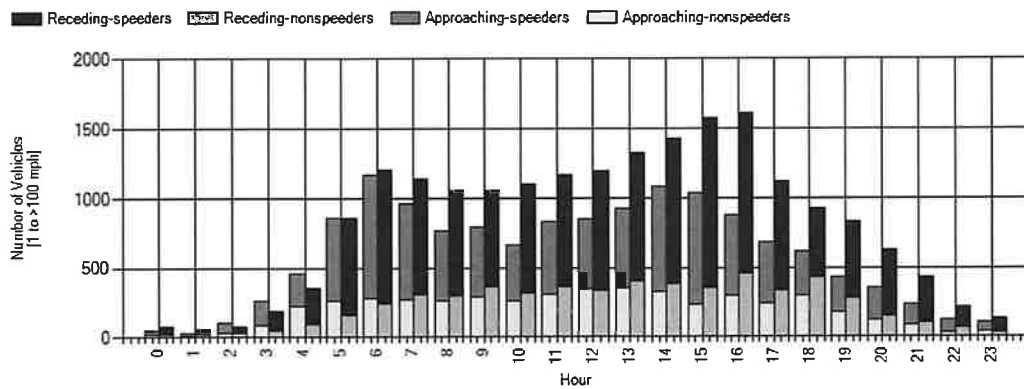
The following graph shows the breakdown of all vehicles tracked in this study. The horizontal axis is broken down into distinct time intervals of the study with the resulting count of vehicles captured during those time intervals being displayed as the corresponding volume on the vertical axis.



Hour	Travel Direction	Total Vehicles	Number of Speeders	Median Speed (mph)	Maximum Speed (mph)	Average Speed (mph)	85th % Speed (mph)
0	Approaching	130	86	32	51	32	37
0	Receding	159	103	32	62	32	38
1	Approaching	71	52	33	64	33	37
1	Receding	98	62	31	51	31	35
2	Approaching	152	105	33	48	32	37
2	Receding	126	84	33	74	33	39
3	Approaching	309	212	32	48	31	36
3	Receding	233	174	33	80	32	39
4	Approaching	597	338	32	46	32	36
4	Receding	462	350	34	72	33	38
5	Approaching	1084	765	33	49	32	38
5	Receding	1061	861	35	75	34	40
6	Approaching	1526	1161	34	66	33	39
6	Receding	1444	1156	35	80	34	40
7	Approaching	1345	959	33	55	32	38
7	Receding	1493	1113	34	98	33	40
8	Approaching	1139	766	32	72	32	37
8	Receding	1563	1139	34	78	33	38
9	Approaching	1042	675	32	49	31	37
9	Receding	1439	945	33	77	31	38
10	Approaching	1062	646	32	57	31	37
10	Receding	1661	1163	33	70	31	38
11	Approaching	1254	803	32	67	31	37
11	Receding	1731	1202	33	74	31	37
12	Approaching	1143	717	32	52	32	37
12	Receding	1719	1255	34	73	32	38
13	Approaching	1019	631	32	50	31	38
13	Receding	1627	1143	33	79	32	38
14	Approaching	1284	897	33	65	32	38
14	Receding	1678	1242	34	67	32	38
15	Approaching	1225	919	34	50	33	39
15	Receding	1884	1430	34	78	32	39
16	Approaching	890	579	32	51	32	38
16	Receding	1694	1200	33	69	32	38
17	Approaching	699	449	32	50	31	37
17	Receding	1183	814	33	64	31	37
18	Approaching	634	319	30	49	29	35
18	Receding	975	525	31	65	29	36
19	Approaching	463	265	30	48	30	36
19	Receding	876	571	32	73	31	37
20	Approaching	412	247	32	53	31	37
20	Receding	751	532	33	67	31	37
21	Approaching	338	220	32	51	32	38
21	Receding	560	412	33	62	32	38
22	Approaching	211	158	33	57	33	39
22	Receding	290	206	33	69	33	39
23	Approaching	145	93	32	57	32	36
23	Receding	168	124	33	57	32	37

Volume - By Weekday Hour

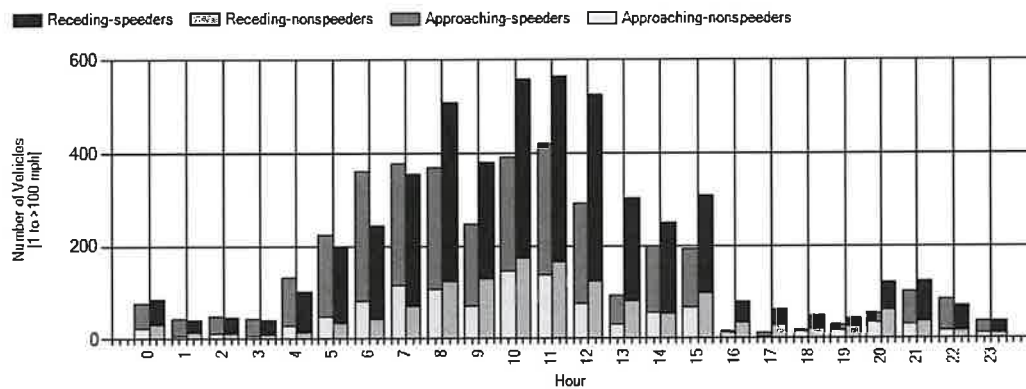
The following graph shows the breakdown of all vehicles tracked in this study. The horizontal axis is broken down into distinct time intervals of the study with the resulting count of vehicles captured during those time intervals being displayed as the corresponding volume on the vertical axis.



Weekday Hour	Travel Direction	Total Vehicles	Number of Speeders	Median Speed (mph)	Maximum Speed (mph)	Average Speed (mph)	85th % Speed (mph)
0	Approaching	54	34	31	42	31	34
0	Receding	75	51	32	62	33	39
1	Approaching	28	16	32	44	31	32
1	Receding	57	35	30	42	30	34
2	Approaching	104	69	32	48	31	36
2	Receding	81	51	32	74	32	38
3	Approaching	265	176	33	48	31	36
3	Receding	192	142	33	80	32	39
4	Approaching	464	234	31	42	31	35
4	Receding	360	264	33	66	32	38
5	Approaching	859	590	33	49	32	37
5	Receding	864	698	35	75	34	40
6	Approaching	1165	883	34	66	33	39
6	Receding	1201	955	35	80	33	40
7	Approaching	966	695	33	48	33	38
7	Receding	1138	829	34	98	33	39
8	Approaching	770	503	32	72	31	37
8	Receding	1055	754	33	78	32	38
9	Approaching	795	500	32	49	31	37
9	Receding	1059	695	33	77	31	38
10	Approaching	669	400	32	50	31	37
10	Receding	1101	778	33	70	32	37
11	Approaching	835	522	32	67	31	37
11	Receding	1167	804	33	74	31	37
12	Approaching	851	501	32	52	31	37
12	Receding	1193	853	33	69	32	38
13	Approaching	926	571	32	50	31	38
13	Receding	1324	923	33	79	32	38
14	Approaching	1084	754	33	65	32	38
14	Receding	1429	1048	33	67	31	38
15	Approaching	1032	794	34	50	33	39
15	Receding	1577	1223	34	78	32	39
16	Approaching	875	575	32	51	32	38
16	Receding	1614	1154	33	69	32	38
17	Approaching	686	441	32	50	31	37
17	Receding	1119	780	33	64	31	38
18	Approaching	617	317	31	49	29	35
18	Receding	927	497	31	65	29	36
19	Approaching	434	254	31	48	30	36
19	Receding	833	553	33	73	31	37
20	Approaching	357	228	32	53	32	38
20	Receding	631	474	33	67	32	38
21	Approaching	235	149	32	49	31	37
21	Receding	435	325	33	62	33	39
22	Approaching	126	92	34	57	34	39
22	Receding	219	152	33	69	32	38
23	Approaching	108	67	32	57	32	37
23	Receding	130	99	33	57	33	38

Volume - By Weekend Hour

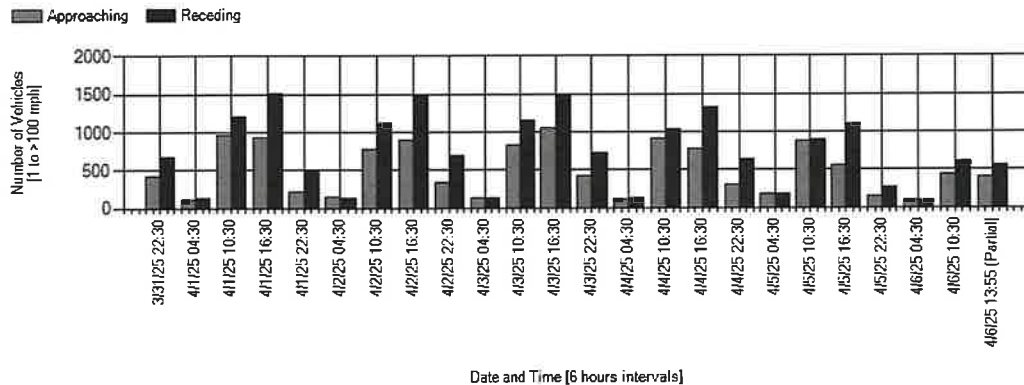
The following graph shows the breakdown of all vehicles tracked in this study. The horizontal axis is broken down into distinct time intervals of the study with the resulting count of vehicles captured during those time intervals being displayed as the corresponding volume on the vertical axis.



Weekend Hour	Travel Direction	Total Vehicles	Number of Speeders	Median Speed (mph)	Maximum Speed (mph)	Average Speed (mph)	85th % Speed (mph)
0	Approaching	76	52	33	51	33	39
0	Receding	84	52	32	47	31	38
1	Approaching	43	36	34	64	35	40
1	Receding	41	27	32	51	32	38
2	Approaching	48	36	35	45	34	38
2	Receding	45	33	34	57	34	39
3	Approaching	44	36	32	46	33	35
3	Receding	41	32	33	65	34	40
4	Approaching	133	104	35	46	35	40
4	Receding	102	86	35	72	35	42
5	Approaching	225	175	34	49	34	40
5	Receding	197	163	34	51	34	41
6	Approaching	361	278	34	51	34	40
6	Receding	243	201	36	50	35	41
7	Approaching	379	264	33	55	32	39
7	Receding	355	284	35	52	33	40
8	Approaching	369	263	33	48	33	38
8	Receding	508	385	34	71	33	39
9	Approaching	247	175	33	45	32	38
9	Receding	380	250	33	65	31	38
10	Approaching	393	246	32	57	31	37
10	Receding	560	385	33	58	30	38
11	Approaching	419	281	33	48	32	38
11	Receding	564	398	33	74	32	38
12	Approaching	292	216	33	46	33	38
12	Receding	526	402	34	73	33	39
13	Approaching	93	60	33	48	31	39
13	Receding	303	220	33	47	32	38
14	Approaching	200	143	33	48	32	38
14	Receding	249	194	34	50	33	39
15	Approaching	193	125	33	50	32	37
15	Receding	307	207	33	45	32	38
16	Approaching	15	4	27	37	28	33
16	Receding	80	46	30	44	30	37
17	Approaching	13	8	31	39	30	33
17	Receding	64	34	30	40	28	36
18	Approaching	17	2	24	36	23	28
18	Receding	48	28	30	65	30	38
19	Approaching	29	11	27	38	27	33
19	Receding	43	18	29	35	28	33
20	Approaching	55	19	29	36	28	32
20	Receding	120	58	29	37	27	34
21	Approaching	103	71	33	51	33	40
21	Receding	125	87	33	53	31	37
22	Approaching	85	66	33	45	33	39
22	Receding	71	54	34	50	33	41
23	Approaching	37	26	31	41	31	35
23	Receding	38	25	32	38	31	36

Volume - Total Speeders

The following graph shows the breakdown of all speeding vehicles tracked in this study based on the posted speed limit entered (30 mph). The horizontal axis is broken down into incrementing speed buckets of 5 mph with the resulting count of vehicles residing within those speeds being displayed as the corresponding volume on the vertical axis.



Approaching Breakdown

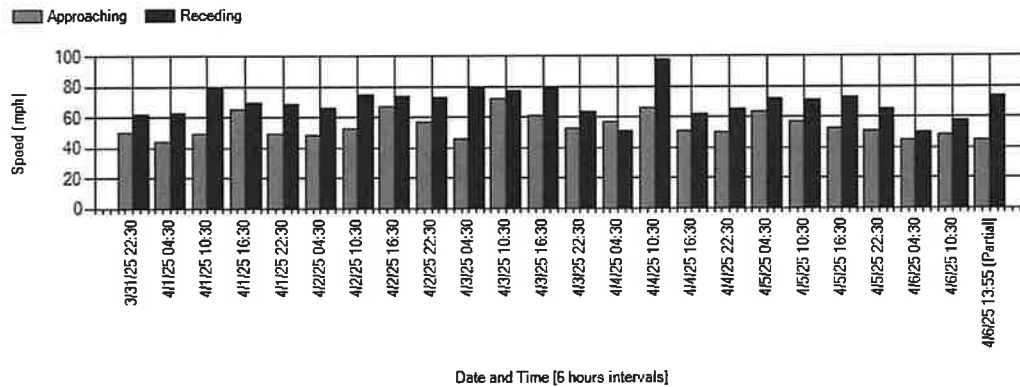
Speeding Statistics		10 MPH Pace		# Exceeding Limit			
Posted Limit	30 mph	Pace Speed	26 to 35 mph	Speed	31 to 40 mph	41 to 50 mph	51+ mph
# At/Under Limit	6112	# In Pace	30	Volume	10904	1135	23
# Over Limit	12062	% In Pace	0.17%	Percent	60.00%	6.25%	0.13%
Average Speed	32 mph						
85th % Speed (weighted)	38 mph						
				Total			

Receding Breakdown

Speeding Statistics		10 MPH Pace		# Exceeding Limit			
Posted Limit	30 mph	Pace Speed	31 to 40 mph	Speed	31 to 40 mph	41 to 50 mph	51+ mph
# At/Under Limit	7069	# In Pace	25	Volume	15801	1822	183
# Over Limit	17806	% In Pace	0.10%	Percent	63.52%	7.32%	0.74%
Average Speed	32 mph						
85th % Speed (weighted)	38 mph						
				Total			

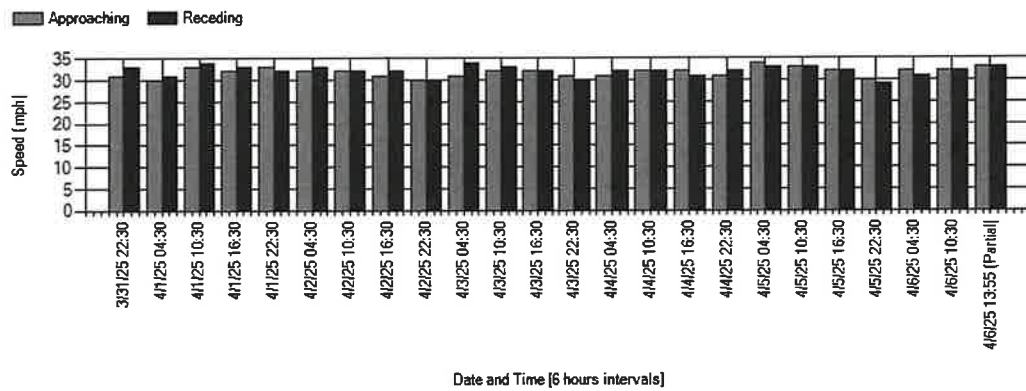
Speed - Maximum Speed

The following graph shows the maximum speeds captured in this study. The horizontal axis is broken down into distinct time intervals of the study with the resulting maximum vehicle speed captured during those time intervals being displayed as the corresponding speed value on the vertical axis.



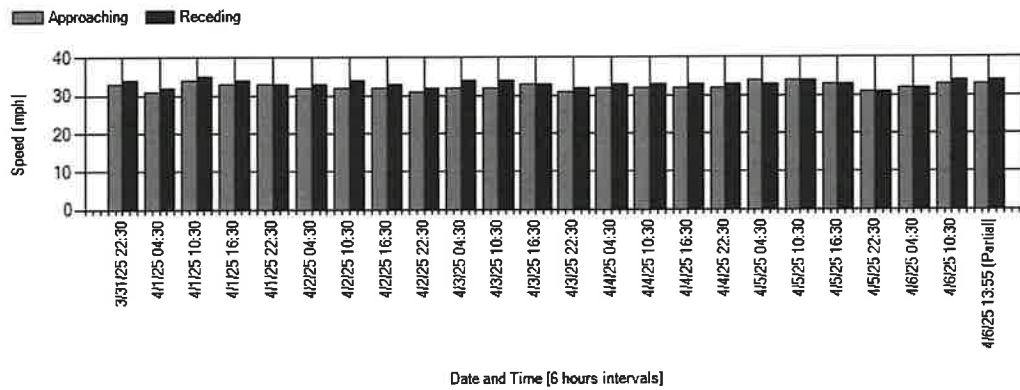
Speed - Average Speed

The following graph shows the average speeds captured in this study. The horizontal axis is broken down into distinct time intervals of the study with the resulting average vehicle speed captured during those time intervals being displayed as the corresponding speed value on the vertical axis.



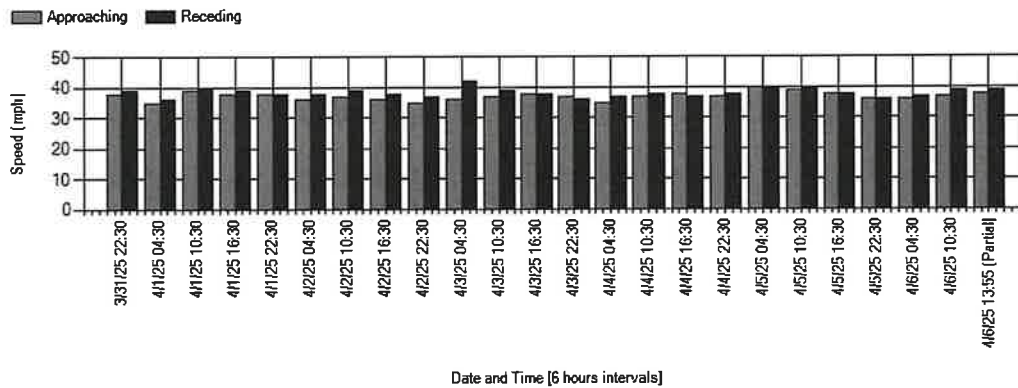
Speed - Median Speed

The following graph shows the median speeds captured in this study. The horizontal axis is broken down into distinct time intervals of the study with the resulting median vehicle speed captured during those time intervals being displayed as the corresponding speed value on the vertical axis.



Speed - 85th Percentile Speed

The following graph shows the 85th percentile speeds captured in this study. The horizontal axis is broken down into distinct time intervals of the study with the resulting 85th percentile vehicle speed captured during those time intervals being displayed as the corresponding speed value on the vertical axis.



Contact Us

For questions or comments about this product, please contact us at the following:

Kustom Signals, Inc., 9652 Loiret Blvd., Lenexa, KS 66219-2406
Customer Service 1-800-835-0156 or 1-620-431-2700
Sales Department 1-800-4-KUSTOM or 1-913-492-1400

SMARTstat™ Analysis Report

Winchester RT44 (SB)

Tue Mar 25, 2025 12:47
to Mon Mar 31, 2025 03:10

File: 32000040.csv

Date Created: Thursday, July 17, 2025

Generator: 1.00.004 (01700105)

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Summary

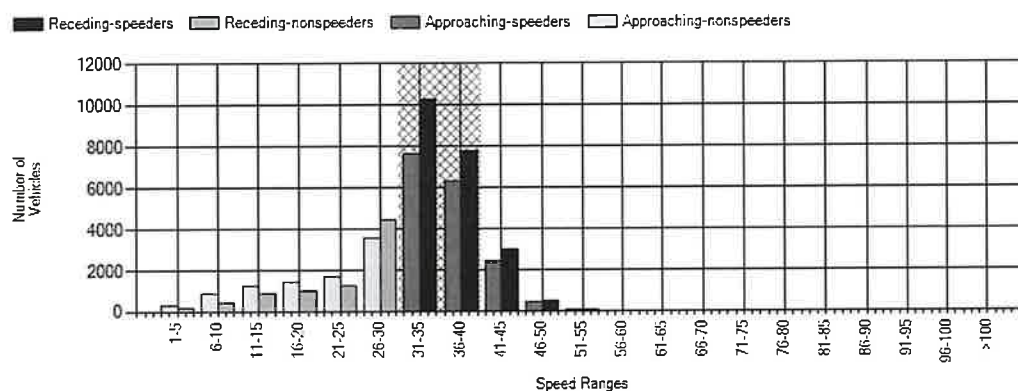
Study Summary for file 32000040.csv

Traffic Analysis Report

Result Description		
File:	32000040.csv	
Study Title:	Winchester RT44 (SB)	
Study Run Dates:	2025/03/25 12:47:26 to 2025/03/31 03:10:00	
Total Study Time:	5 Days 14 Hours 22 Minutes	
Study Download Time:	2025/03/31 03:17:43	
Study Location:		
Study GPS Location:	Unknown	
Study Timing Interval:	5 minute blocks	
Study Total # of Vehicles:	55751	
Study Posted Speed Limit:	30 mph	
Study Total # of Speeders:	38589	
Approaching Traffic	# of Vehicles:	25979
	# of Speeders:	16958
	Maximum Speed:	79 mph
	Average Speed:	31 mph
	Median Speed:	33 mph
	85th Pecenile Speed:	39 mph
	10 MPH Pace:	31 to 40 mph
Receding Traffic	# of Vehicles:	29772
	# of Speeders:	21631
	Maximum Speed:	113 mph
	Average Speed:	32 mph
	Median Speed:	34 mph
	85th Pecenile Speed:	39 mph
	10 MPH Pace:	31 to 40 mph

Volume - Total Vehicles

The following graph shows the breakdown of all vehicles tracked in this study. The horizontal axis is broken down into incrementing speed buckets of 5 mph with the resulting count of vehicles residing within those speeds being displayed as the corresponding volume on the vertical axis.

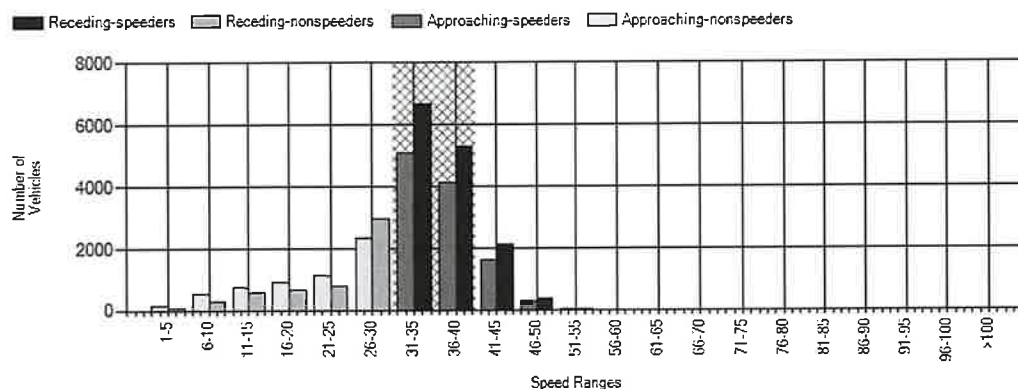


Speed [mph]	1-5	6-10	11-15	16-20	21-25	26-30	31-35	36-40	41-45	46-50	51-55
Approaching Total Volume	280	886	1218	1407	1685	3545	7641	6314	2444	450	67
% of Total Approaching	1.08%	3.41%	4.69%	5.42%	6.49%	13.65%	29.41%	24.30%	9.41%	1.73%	0.26%
Receding Total Volume	148	411	893	1020	1229	4440	10246	7780	3012	493	68
% of Total Receding	0.50%	1.38%	3.00%	3.43%	4.13%	14.91%	34.41%	26.13%	10.12%	1.66%	0.23%
Total Volume	428	1297	2111	2427	2914	7985	17887	14094	5456	943	135
% of Total Volume	0.77%	2.33%	3.79%	4.35%	5.23%	14.32%	32.08%	25.28%	9.79%	1.69%	0.24%

Speed (continued) [mph]	56-60	61-65	66-70	71-75	76-80	81-85	86-90	91-95	96-100	100+	Totals
Approaching Total Volume	21	11	3	4	3	0	0	0	0	0	25979
% of Total Approaching	0.08%	0.04%	0.01%	0.02%	0.01%	0.00%	0.00%	0.00%	0.00%	0.00%	--
Receding Total Volume	11	6	6	2	1	1	0	0	1	4	29772
% of Total Receding	0.04%	0.02%	0.02%	0.01%	0.00%	0.00%	0.00%	0.00%	0.00%	0.01%	--
Total Volume	32	17	9	6	4	1	0	0	1	4	55751
% of Total Volume	0.06%	0.03%	0.02%	0.01%	0.01%	0.00%	0.00%	0.00%	0.00%	0.01%	--

Volume - Weekday Total Vehicles

The following graph shows the breakdown of all vehicles tracked in this study for weekdays. The horizontal axis is broken down into incrementing speed buckets of 5 mph with the resulting count of vehicles residing within those speeds being displayed as the corresponding volume on the vertical axis.

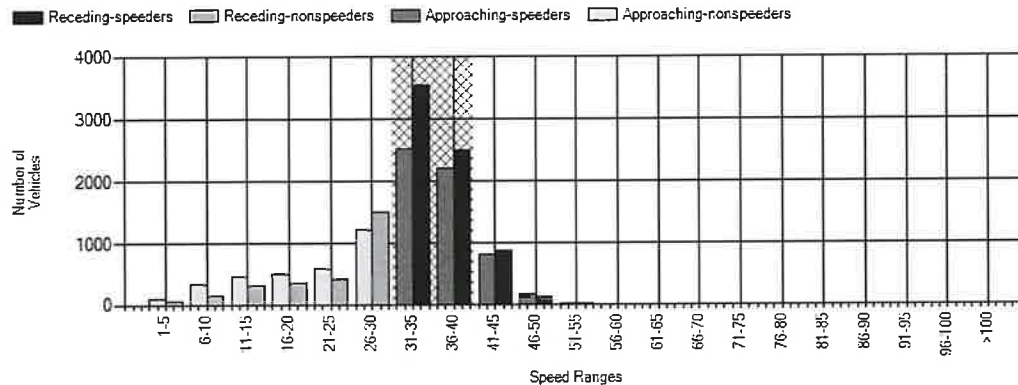


Speed [mph]	1-5	6-10	11-15	16-20	21-25	26-30	31-35	36-40	41-45	46-50	51-55
Approaching Weekday Volume	171	548	753	908	1103	2344	5110	4113	1641	296	47
% of Weekday Approaching	1.00%	3.21%	4.41%	5.32%	6.47%	13.74%	29.95%	24.11%	9.62%	1.73%	0.28%
% of Total Weekday	0.46%	1.48%	2.04%	2.46%	2.98%	6.34%	13.83%	11.13%	4.44%	0.80%	0.13%
% of Total Approaching	0.66%	2.11%	2.90%	3.50%	4.25%	9.02%	19.67%	15.83%	6.32%	1.14%	0.18%
Receding Weekday Volume	96	266	574	660	804	2943	6699	5284	2136	364	49
% of Weekday Receding	0.48%	1.34%	2.88%	3.32%	4.04%	14.79%	33.67%	26.56%	10.73%	1.83%	0.25%
% of Total Weekday	0.26%	0.72%	1.55%	1.79%	2.18%	7.96%	18.13%	14.30%	5.78%	0.98%	0.13%
% of Total Receding	0.32%	0.89%	1.93%	2.22%	2.70%	9.89%	22.50%	17.75%	7.17%	1.22%	0.16%
Weekday Volume	267	814	1327	1568	1907	5287	11809	9397	3777	660	96
% of Weekday Volume	0.72%	2.20%	3.59%	4.24%	5.16%	14.31%	31.95%	25.43%	10.22%	1.79%	0.26%
% of Total Volume	0.48%	1.46%	2.38%	2.81%	3.42%	9.48%	21.18%	16.86%	6.77%	1.18%	0.17%

Speed (continued) [mph]	56-60	61-65	66-70	71-75	76-80	81-85	86-90	91-95	96-100	100+	Totals
Approaching Weekday Volume	14	5	3	2	3	0	0	0	0	0	17061
% of Weekday Approaching	0.08%	0.03%	0.02%	0.01%	0.02%	0.00%	0.00%	0.00%	0.00%	0.00%	--
% of Total Weekday	0.04%	0.01%	0.01%	0.01%	0.01%	0.00%	0.00%	0.00%	0.00%	0.00%	--
% of Total Approaching	0.05%	0.02%	0.01%	0.01%	0.01%	0.00%	0.00%	0.00%	0.00%	0.00%	--
Receding Weekday Volume	9	4	4	1	0	1	0	0	1	3	19898
% of Weekday Receding	0.05%	0.02%	0.02%	0.01%	0.00%	0.01%	0.00%	0.00%	0.01%	0.02%	--
% of Total Weekday	0.02%	0.01%	0.01%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.01%	--
% of Total Receding	0.03%	0.01%	0.01%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.01%	--
Weekday Volume	23	9	7	3	3	1	0	0	1	3	36959
% of Weekday Volume	0.06%	0.02%	0.02%	0.01%	0.01%	0.00%	0.00%	0.00%	0.00%	0.01%	--
% of Total Volume	0.04%	0.02%	0.01%	0.01%	0.01%	0.00%	0.00%	0.00%	0.00%	0.01%	--

Volume - Weekend Total Vehicles

The following graph shows the breakdown of all vehicles tracked in this study for weekends. The horizontal axis is broken down into incrementing speed buckets of 5 mph with the resulting count of vehicles residing within those speeds being displayed as the corresponding volume on the vertical axis.

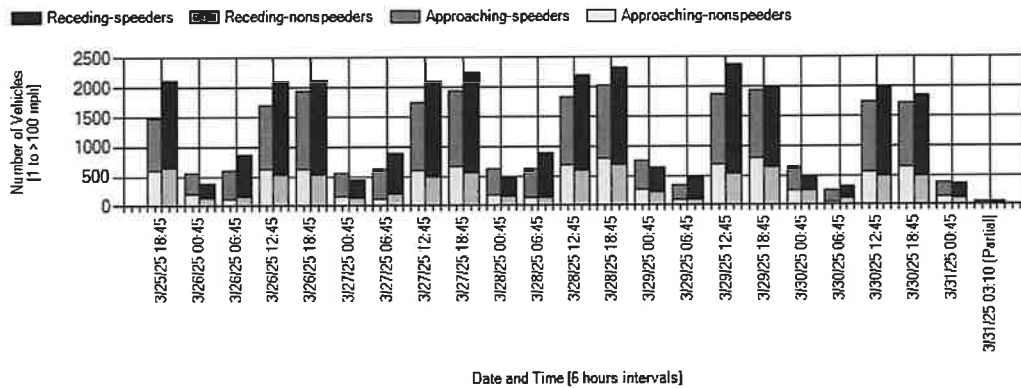


Speed [mph]	1-5	6-10	11-15	16-20	21-25	26-30	31-35	36-40	41-45	46-50	51-55
Approaching Weekend Volume	109	338	465	499	582	1201	2531	2201	803	154	20
% of Weekend Approaching	1.22%	3.79%	5.21%	5.60%	6.53%	13.47%	28.38%	24.68%	9.00%	1.73%	0.22%
% of Total Weekend	0.58%	1.80%	2.47%	2.66%	3.10%	6.39%	13.47%	11.71%	4.27%	0.82%	0.11%
% of Total Approaching	0.42%	1.30%	1.79%	1.92%	2.24%	4.62%	9.74%	8.47%	3.09%	0.59%	0.08%
Receding Weekend Volume	52	145	319	360	425	1497	3547	2496	876	129	19
% of Weekend Receding	0.53%	1.47%	3.23%	3.65%	4.30%	15.16%	35.92%	25.28%	8.87%	1.31%	0.19%
% of Total Weekend	0.28%	0.77%	1.70%	1.92%	2.26%	7.97%	18.88%	13.28%	4.66%	0.69%	0.10%
% of Total Receding	0.17%	0.49%	1.07%	1.21%	1.43%	5.03%	11.91%	8.38%	2.94%	0.43%	0.06%
Weekend Volume	161	483	784	859	1007	2698	6078	4697	1679	283	39
% of Weekend Volume	0.86%	2.57%	4.17%	4.57%	5.36%	14.36%	32.34%	24.99%	8.93%	1.51%	0.21%
% of Total Volume	0.29%	0.87%	1.41%	1.54%	1.81%	4.84%	10.90%	8.42%	3.01%	0.51%	0.07%

Speed (continued) [mph]	56-60	61-65	66-70	71-75	76-80	81-85	86-90	91-95	96-100	100+	Totals
Approaching Weekend Volume	7	6	0	2	0	0	0	0	0	0	8918
% of Weekend Approaching	0.08%	0.07%	0.00%	0.02%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	--
% of Total Weekend	0.04%	0.03%	0.00%	0.01%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	--
% of Total Approaching	0.03%	0.02%	0.00%	0.01%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	--
Receding Weekend Volume	2	2	2	1	1	0	0	0	0	1	9874
% of Weekend Receding	0.02%	0.02%	0.02%	0.01%	0.01%	0.00%	0.00%	0.00%	0.00%	0.01%	--
% of Total Weekend	0.01%	0.01%	0.01%	0.01%	0.01%	0.00%	0.00%	0.00%	0.00%	0.01%	--
% of Total Receding	0.01%	0.01%	0.01%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	--
Weekend Volume	9	8	2	3	1	0	0	0	0	1	18792
% of Weekend Volume	0.05%	0.04%	0.01%	0.02%	0.01%	0.00%	0.00%	0.00%	0.00%	0.01%	--
% of Total Volume	0.02%	0.01%	0.00%	0.01%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	--

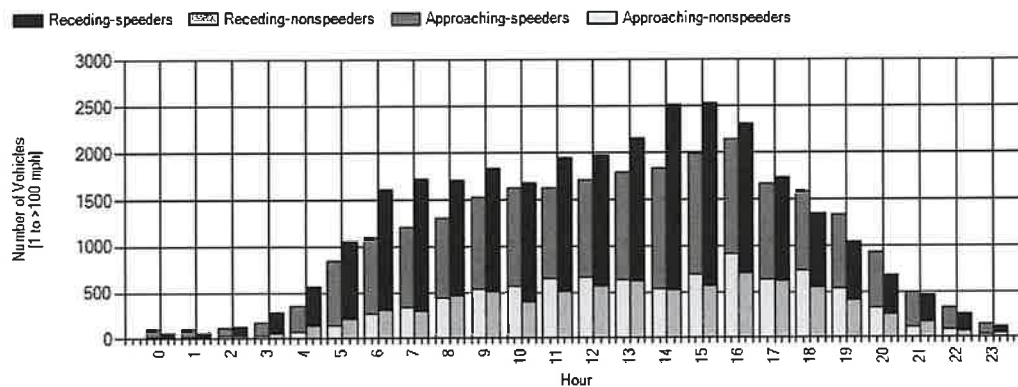
Volume - By Time

The following graph shows the breakdown of all vehicles tracked in this study. The horizontal axis is broken down into distinct time intervals of the study with the resulting count of vehicles captured during those time intervals being displayed as the corresponding volume on the vertical axis.



Volume - By Hour

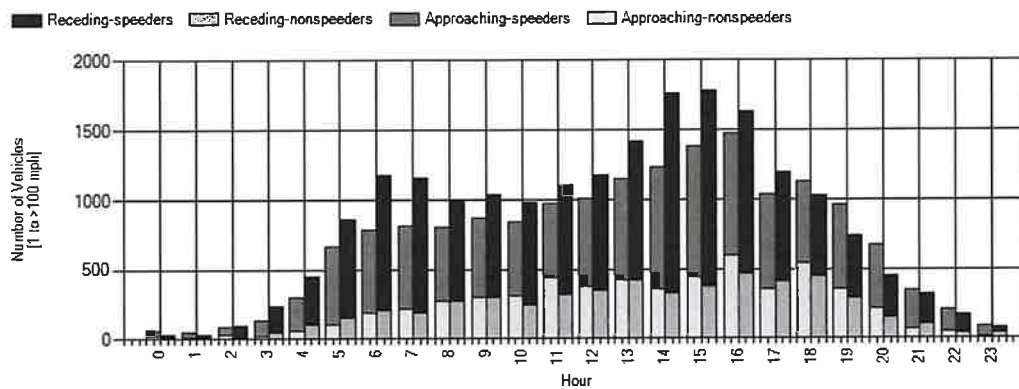
The following graph shows the breakdown of all vehicles tracked in this study. The horizontal axis is broken down into distinct time intervals of the study with the resulting count of vehicles captured during those time intervals being displayed as the corresponding volume on the vertical axis.



Hour	Travel Direction	Total Vehicles	Number of Speeders	Median Speed (mph)	Maximum Speed (mph)	Average Speed (mph)	85th % Speed (mph)
0	Approaching	103	79	32	42	32	35
0	Receding	64	39	32	54	31	37
1	Approaching	99	74	33	43	33	35
1	Receding	60	38	32	50	32	37
2	Approaching	113	72	32	48	31	37
2	Receding	130	102	34	52	34	37
3	Approaching	167	134	36	48	35	40
3	Receding	287	221	33	56	33	38
4	Approaching	353	274	35	57	34	40
4	Receding	561	419	33	55	32	37
5	Approaching	841	699	36	59	35	42
5	Receding	1057	837	35	55	34	39
6	Approaching	1088	823	35	59	33	42
6	Receding	1617	1306	36	59	34	41
7	Approaching	1206	861	34	74	33	41
7	Receding	1722	1422	36	103	35	41
8	Approaching	1297	863	34	78	31	40
8	Receding	1714	1250	34	113	32	39
9	Approaching	1523	984	33	79	30	40
9	Receding	1827	1314	34	97	32	39
10	Approaching	1631	1067	33	58	31	39
10	Receding	1677	1276	34	53	32	39
11	Approaching	1627	977	32	60	30	39
11	Receding	1943	1436	34	56	32	39
12	Approaching	1705	1045	33	66	30	38
12	Receding	1973	1402	33	52	32	39
13	Approaching	1791	1164	33	63	31	40
13	Receding	2159	1539	33	112	32	39
14	Approaching	1837	1302	34	63	32	40
14	Receding	2520	1998	35	70	34	40
15	Approaching	1988	1294	33	61	30	40
15	Receding	2530	1962	35	54	33	40
16	Approaching	2143	1225	32	62	29	39
16	Receding	2307	1597	33	67	32	39
17	Approaching	1663	1035	32	53	29	38
17	Receding	1729	1112	33	70	31	39
18	Approaching	1579	845	31	69	28	36
18	Receding	1350	800	31	111	30	37
19	Approaching	1337	805	32	59	29	37
19	Receding	1041	625	32	61	30	38
20	Approaching	923	600	33	71	31	37
20	Receding	680	418	32	57	30	38
21	Approaching	494	383	34	64	33	40
21	Receding	461	288	32	58	31	38
22	Approaching	321	232	33	48	32	39
22	Receding	252	171	32	70	32	40
23	Approaching	150	121	34	56	34	38
23	Receding	111	59	29	45	29	36

Volume - By Weekday Hour

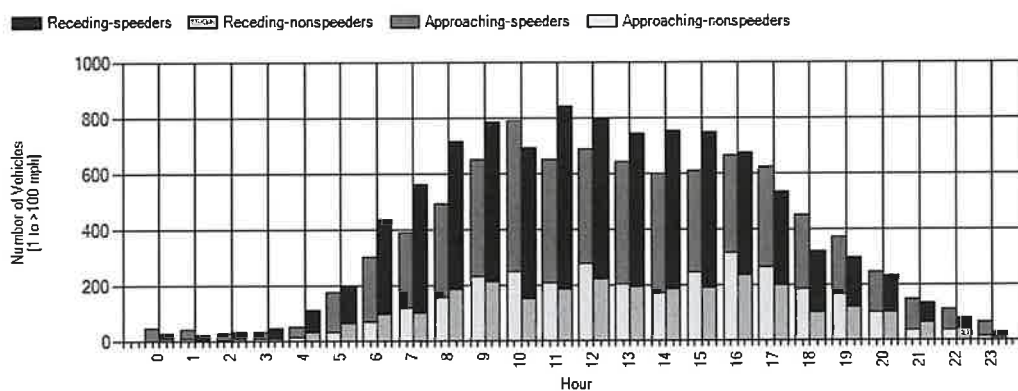
The following graph shows the breakdown of all vehicles tracked in this study. The horizontal axis is broken down into distinct time intervals of the study with the resulting count of vehicles captured during those time intervals being displayed as the corresponding volume on the vertical axis.



Weekday Hour	Travel Direction	Total Vehicles	Number of Speeders	Median Speed (mph)	Maximum Speed (mph)	Average Speed (mph)	85th % Speed (mph)
0	Approaching	56	34	31	42	31	34
0	Receding	32	18	31	47	30	35
1	Approaching	55	43	34	43	34	35
1	Receding	36	23	32	50	32	37
2	Approaching	84	52	31	47	31	37
2	Receding	97	80	34	52	34	38
3	Approaching	131	108	36	48	35	41
3	Receding	238	184	34	56	33	39
4	Approaching	302	241	36	57	34	41
4	Receding	449	340	33	54	32	37
5	Approaching	661	552	36	59	35	42
5	Receding	857	704	35	55	34	40
6	Approaching	783	590	35	59	34	42
6	Receding	1177	968	36	59	35	41
7	Approaching	812	591	34	65	33	41
7	Receding	1159	965	36	103	35	41
8	Approaching	801	529	34	78	31	39
8	Receding	994	719	33	113	33	39
9	Approaching	872	566	33	79	30	39
9	Receding	1038	739	34	97	32	39
10	Approaching	840	527	33	58	30	39
10	Receding	984	739	34	53	32	39
11	Approaching	975	538	31	60	29	38
11	Receding	1099	780	34	56	32	39
12	Approaching	1013	636	33	66	30	39
12	Receding	1176	828	33	52	32	39
13	Approaching	1148	729	33	63	31	39
13	Receding	1413	991	33	75	32	39
14	Approaching	1235	876	34	58	32	40
14	Receding	1764	1430	35	70	34	41
15	Approaching	1376	932	34	55	31	40
15	Receding	1779	1404	35	53	33	41
16	Approaching	1477	878	32	57	29	39
16	Receding	1631	1162	34	67	32	39
17	Approaching	1039	679	33	53	30	38
17	Receding	1192	776	33	70	31	39
18	Approaching	1128	580	31	69	28	36
18	Receding	1025	579	31	111	29	37
19	Approaching	961	599	32	59	30	37
19	Receding	742	450	32	50	30	37
20	Approaching	676	456	33	71	31	38
20	Receding	446	289	33	57	31	39
21	Approaching	345	272	34	57	34	40
21	Receding	322	217	33	58	32	39
22	Approaching	207	155	34	48	33	38
22	Receding	169	130	34	55	33	40
23	Approaching	84	71	35	56	34	39
23	Receding	79	40	28	43	28	36

Volume - By Weekend Hour

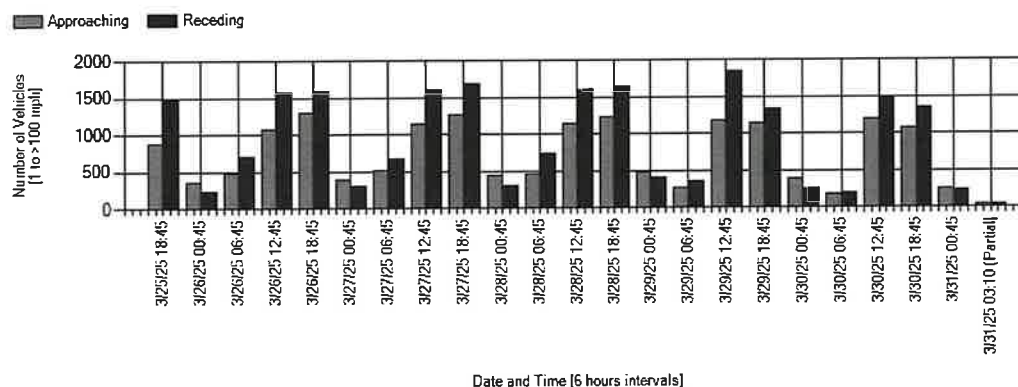
The following graph shows the breakdown of all vehicles tracked in this study. The horizontal axis is broken down into distinct time intervals of the study with the resulting count of vehicles captured during those time intervals being displayed as the corresponding volume on the vertical axis.



Weekend Hour	Travel Direction	Total Vehicles	Number of Speeders	Median Speed (mph)	Maximum Speed (mph)	Average Speed (mph)	85th % Speed (mph)
0	Approaching	47	45	35	42	34	37
0	Receding	32	21	32	54	33	38
1	Approaching	44	31	32	43	32	36
1	Receding	24	15	32	44	32	38
2	Approaching	29	20	34	48	32	36
2	Receding	33	22	33	43	32	35
3	Approaching	36	26	34	47	33	38
3	Receding	49	37	32	41	32	35
4	Approaching	51	33	31	41	30	35
4	Receding	112	79	32	55	32	38
5	Approaching	180	147	36	52	34	41
5	Receding	200	133	32	52	31	37
6	Approaching	305	233	35	53	32	41
6	Receding	440	338	34	48	33	39
7	Approaching	394	270	35	74	33	41
7	Receding	563	457	35	71	34	41
8	Approaching	496	334	34	73	31	40
8	Receding	720	531	34	48	32	39
9	Approaching	651	418	34	56	31	40
9	Receding	789	575	34	77	33	40
10	Approaching	791	540	34	51	31	39
10	Receding	693	537	34	49	33	40
11	Approaching	652	439	33	50	31	40
11	Receding	844	656	34	52	32	39
12	Approaching	692	409	32	55	29	38
12	Receding	797	574	34	52	32	39
13	Approaching	643	435	34	49	31	40
13	Receding	746	548	34	112	33	39
14	Approaching	602	426	34	63	32	39
14	Receding	756	568	34	65	33	39
15	Approaching	612	362	32	61	29	39
15	Receding	751	558	34	54	32	39
16	Approaching	666	347	30	62	28	38
16	Receding	676	435	33	54	31	37
17	Approaching	624	356	31	49	28	38
17	Receding	537	336	32	54	31	39
18	Approaching	451	265	31	53	29	37
18	Receding	325	221	33	59	31	38
19	Approaching	376	206	31	46	28	36
19	Receding	299	175	32	61	30	38
20	Approaching	247	144	32	49	30	37
20	Receding	234	129	31	49	29	37
21	Approaching	149	111	33	64	32	39
21	Receding	139	71	30	43	28	35
22	Approaching	114	77	31	46	30	39
22	Receding	83	41	27	70	29	38
23	Approaching	66	50	33	46	33	36
23	Receding	32	19	31	45	31	34

Volume - Total Speeders

The following graph shows the breakdown of all speeding vehicles tracked in this study based on the posted speed limit entered (30 mph). The horizontal axis is broken down into incrementing speed buckets of 5 mph with the resulting count of vehicles residing within those speeds being displayed as the corresponding volume on the vertical axis.



Approaching Breakdown

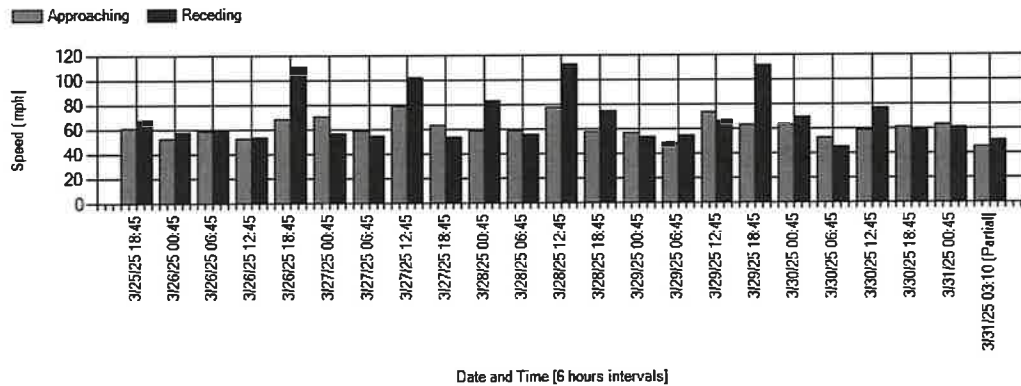
Speeding Statistics		10 MPH Pace		# Exceeding Limit				
Posted Limit	30 mph	Pace Speed	31 to 40 mph	Speed	31 to 40 mph	41 to 50 mph	51+ mph	Total
# At/Under Limit	9021	# In Pace	33	Volume	13955	2894	109	16958
# Over Limit	16958	% In Pace	0.13%	Percent	53.72%	11.14%	0.42%	65.28%
Average Speed	31 mph							
85th % Speed (weighted)	39 mph							

Receding Breakdown

Speeding Statistics		10 MPH Pace		# Exceeding Limit				
Posted Limit	30 mph	Pace Speed	31 to 40 mph	Speed	31 to 40 mph	41 to 50 mph	51+ mph	Total
# At/Under Limit	8141	# In Pace	10	Volume	18026	3505	100	21631
# Over Limit	21631	% In Pace	0.03%	Percent	60.55%	11.77%	0.34%	72.66%
Average Speed	32 mph							
85th % Speed (weighted)	39 mph							

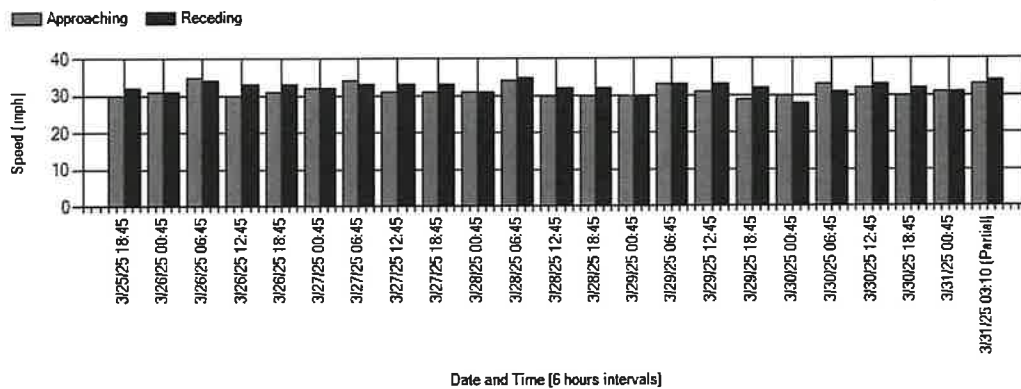
Speed - Maximum Speed

The following graph shows the maximum speeds captured in this study. The horizontal axis is broken down into distinct time intervals of the study with the resulting maximum vehicle speed captured during those time intervals being displayed as the corresponding speed value on the vertical axis.



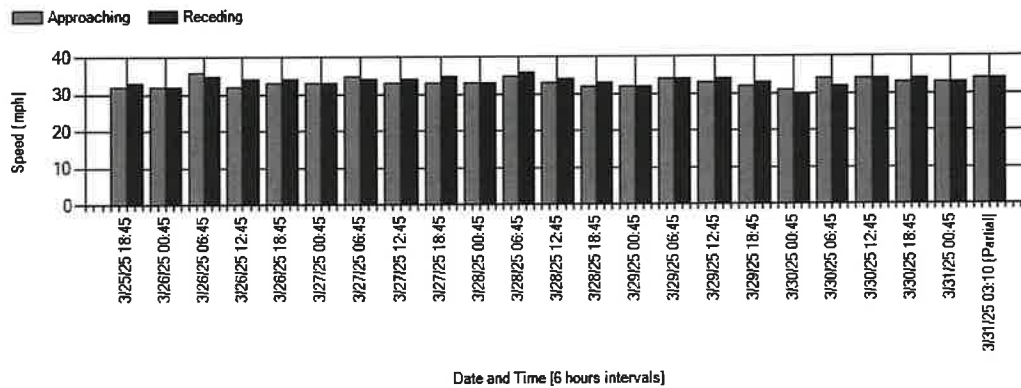
Speed - Average Speed

The following graph shows the average speeds captured in this study. The horizontal axis is broken down into distinct time intervals of the study with the resulting average vehicle speed captured during those time intervals being displayed as the corresponding speed value on the vertical axis.



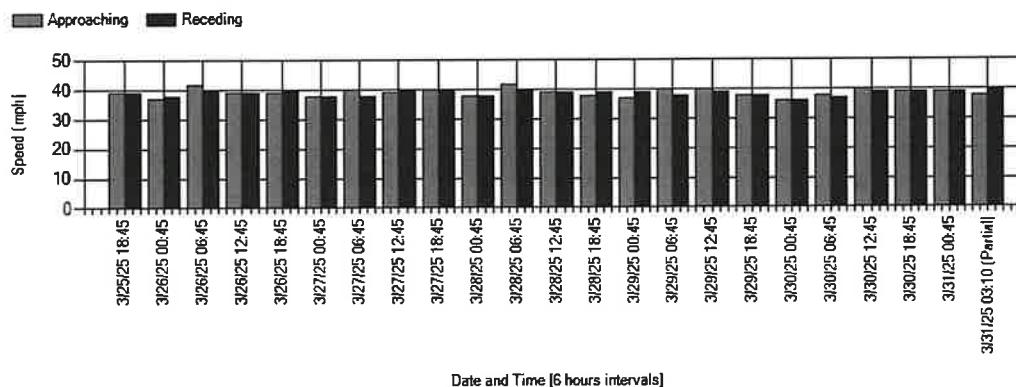
Speed - Median Speed

The following graph shows the median speeds captured in this study. The horizontal axis is broken down into distinct time intervals of the study with the resulting median vehicle speed captured during those time intervals being displayed as the corresponding speed value on the vertical axis.



Speed - 85th Percentile Speed

The following graph shows the 85th percentile speeds captured in this study. The horizontal axis is broken down into distinct time intervals of the study with the resulting 85th percentile vehicle speed captured during those time intervals being displayed as the corresponding speed value on the vertical axis.



Contact Us

For questions or comments about this product, please contact us at the following:

Kustom Signals, Inc., 9652 Loiret Blvd., Lenexa, KS 66219-2406
Customer Service 1-800-835-0156 or 1-620-431-2700
Sales Department 1-800-4-KUSTOM or 1-913-492-1400

Processing Services Agreement

This Processing Services Agreement (the "Agreement") is between Sitestream, LLC, a Massachusetts limited liability company with a primary business address at 100 Cummings Center 343-C, Beverly, MA 01915 ("Sitestream") and the Town of Winchester, Connecticut with a primary address at 338 Main Street, Winsted, CT 06098 ("Customer"), effective as of _____ ("Effective Date").

WHEREAS, Customer is engaging Sitestream to provide the services described in Section 1 of this Agreement (the "Services") to facilitate the detection, issuance, and processing of violations of one or more of Customer's traffic law or code enforcement programs (each a "Program");

WHEREAS, as part of the Services, Sitestream agrees to provide the equipment described in this Agreement ("Equipment") and access to certain software (the "System") to facilitate the back-end processing of notices issued to registered owner(s) of vehicles determined to be violating a Program (each a "Citation").

NOW, THEREFORE, the parties mutually agree as follows:

1. Scope of Services

(a) **Equipment:** Sitestream shall install, operate, and maintain speed enforcement cameras (each a "Camera") in accordance with Sitestream's standard installation and maintenance practices. The Cameras provided under this Section 1(a) will include automated enforcement devices. For purposes of this Agreement, "Equipment" means all Cameras provided by Sitestream and any associated hardware or equipment, including any property provided by Sitestream.

(b) **Camera Installation; Camera Poles.** Sitestream will install Cameras on property provided by Sitestream. Subject to the additional terms and conditions set forth in Exhibit A, if requested by Customer, Sitestream will also install fixed Cameras on Customer owned or controlled poles (each a "Camera Pole") at enforcement locations mutually agreed by Sitestream and Customer based upon community safety considerations.

(c) **System Operation:** Sitestream will make the System available for use by Customer pursuant to the license granted in Exhibit B attached to this Agreement. Sitestream shall operate the System on a continuous, 24-hour basis, seven (7) days per week, except for reasonable scheduled and unscheduled downtime, and Force Majeure as set forth in Section 10(b). The System shall utilize commercially reasonable security protocols and shall be accessible by end-users over the internet through supported web browsers. Throughout the Term, reasonable technical assistance will be made available by telephone at no charge to Customer with the exception of all state and nationally recognized holidays.

(d) **System Updates and Repairs:** Sitestream will endeavor to provide software updates to the System as they become generally available, provided that Sitestream has no obligation to update or modify the System in any way. Any System repairs, upgrades, or modifications which, in the reasonable opinion of Sitestream, are required as a result of neglect or misuse by Customer, including without limitation a repair arising from the use of software other than software provided by Sitestream, shall be made at the expense of Customer. Upgrades to the System that are requested by Customer shall be made at the sole expense of Customer. Any other upgrades, repairs, or modifications made to the System at Sitestream's election will be made at the sole expense of Sitestream.

(e) **Offloading:** Subject to Customer's performance under Section 2(d), Sitestream will offload the images, videos, and other data collected by the Equipment ("Equipment Data") using the cellular connectivity provided by Sitestream or Wi-Fi connectivity provided by Customer and upload the Equipment Data to the System.

(f) **Processing:** Sitestream will use the System to process Equipment Data for the purpose of identifying violations of the Program that are detected by the Equipment (each a "Violation"). Sitestream will correlate Equipment Data with motor vehicle records and assemble images and data for each Violation into an electronic package accessible through the System for Customer to review in accordance with Section 2(c) (each a "Violation").

Package). Sitestream will use commercially reasonable efforts to complete these activities within thirty (30) days of the date the Violation occurred.

(g) **Issuing Citations:** Within ten (10) days of approval of a Violation by Customer pursuant to Section 2(c), Sitestream shall issue a Citation, including images and data of the violation, to the registered owner of the vehicle identified in the Violation Package by first class mail. The System shall allow the registered owner(s) to review the images and data related to the Citation online. If a registered owner disputes responsibility for a Violation and identifies a different violator in a manner agreed by Customer, then Sitestream will reissue the Citation to that different violator within ten (10) days after such identification. For purposes of this Agreement, "Violator" means the registered owner, or, if the registered owner has identified another person as the violator, the person identified by the registered owner. With respect to any Citation that is not paid or contested within thirty (30) days of mailing of the Citation, Sitestream may send additional notices, including notice of penalties for late payment, in a form mutually agreed upon by the parties (each a "Subsequent Notice").

(h) **Payment Methods:** Each Citation will specify the amount of the fine owed by the Violator (the "Fine"), and Sitestream will provide the Violator the opportunity to pay the Fine (as well as any late penalties or other applicable fees) online through a web portal hosted by Sitestream. To the extent permitted by applicable law, Sitestream may pass through to Violators a convenience fee for processing Fines paid by debit or credit card ("Convenience Fee"). Customer shall have no obligation for the payment of any Convenience Fees. In the event that any Violator's failure to pay a Fine renders the Fine a collectible debt under state law or local ordinance (thereinafter a "Debt"), Sitestream may take reasonable steps to recover such Debt and any associated late fees in accordance with the applicable laws and procedures for the collection of debts in Customer's jurisdiction.

(i) **Project Manager:** Sitestream will designate one Sitestream employee as Customer's principal contact at Sitestream ("Sitestream Project Manager").

(j) **Customer Personnel Training:** On days and at times agreed by the parties, Sitestream will provide training to Customer personnel designated by Customer with respect to accessing and using the System. Sitestream may make available to Customer certain written materials to support Customer personnel use of the System (the "Training Materials").

(k) **Deposit of Fines:** Sitestream will collect Fines from those who voluntarily pay and shall have authority to receive such payments and endorse checks, drafts, money orders and other negotiable instruments which may be received in payment on Customer's behalf. Sitestream will place such amounts in a separate account with a banking institution ("Master Account"). The Master Account shall be established in a manner which permits: (i) funds to be swept to a Customer-designated bank account by Sitestream.

(l) **Storage of Data:** Sitestream will store all Violation data for three (3) years after payment or final adjudication of such Violation or such other period as required by applicable law. Customer shall have reasonable access to the Violation data during the storage period.

(m) **Reports:** The System shall include functionality that permits Customer to run reports with regard to the functioning of the System, including but not limited to the number of Citations issued and paid, the aggregate amounts paid by Violators, the number of contested Citations, and such other data as reasonably requested by Customer.

(n) **Public Awareness:** Sitestream shall assist and support Customer's efforts in public education and awareness programs, by providing information including, but not limited to, violation statistics and violation statistic improvements. Sitestream shall provide Customer with a pamphlet that Customer may reproduce and distribute to Customer residents (each a "Pamphlet"). The Pamphlet, which may be customized to include branding provided by Customer, shall include a description of the operation of the System in non-technical terms.

(o) **Equipment Maintenance and Repair:** Sitestream shall maintain the Equipment and shall promptly repair or replace any damaged or defective components at its own expense, except if the damage was caused by the

negligence of Customer or Customer personnel. Sitestream shall perform preventative maintenance and cleaning of Equipment components on a regular basis, including review and testing of Camera settings and operation, communications, and other Equipment components. Sitestream will use commercially reasonable efforts to notify Customer and initiate repairs within seventy-two (72) hours after identification of any material damage, defect, or other issue with respect to the Equipment.

2. Customer Obligations

(a) **Project Manager.** Customer will designate one Customer employee as Sitestream's principal contact at Customer ("Customer Project Manager").

(b) **Cooperation:** Customer will cooperate with Sitestream during all aspects of the planning, installation, implementation, and operation of the Equipment and the System and perform any other Customer obligations set forth in this Agreement. To the extent required by the applicable data provider, Customer will provide written authorization (in a form reasonably acceptable to Customer) for Sitestream to perform motor vehicle ownership inquiries on behalf of Customer.

(c) **Review of Violations:** Customer will provide designated personnel of Customer's Police Department to carefully review each Violation Package to determine whether: (i) the Violation is approved, and the corresponding Violation can be mailed; or (ii) the Violation is rejected. If the Violation is rejected, Customer Project Manager will report to Sitestream the basis for the rejection. Customer is solely responsible for determining which Violations identified in Violation Packages are issued as Citations.

(d) **Upload of Equipment Data:** Customer shall ensure that Equipment Data is available for Sitestream to offload as provided in Section 1(e) on the same day that the Equipment Data is captured by the Cameras.

(e) **Collections:** Customer must take collections action against those Violators that fail to pay or contest a Citation within ninety (90) days from the date the Citation was issued. Sitestream will retain a third-party collections agency or law firm to recover the fines, including collections costs and expenses, where allowed by law.

(f) **System Use:** Use of the System by Customer is subject to the license and restrictions set forth in Exhibit B attached to this Agreement.

3. Term

(a) **Term:** The Agreement shall commence on the Effective Date and continue for a period of five (5) years (the "Initial Term"). Upon expiration of the Initial Term, the Agreement may automatically renew for two (2) two-year terms (each a "Renewal Term" and, collectively with the Initial Term, the "Term") unless either party provides a written notice to terminate not later than ninety (90) days prior to expiration of the then-current Initial Term or Renewal Term. Renewal Terms are subject to renewal pricing which shall be mutually agreed upon by the parties no less than one hundred and twenty (120) days prior to the expiration of the then-current Initial Term or Renewal Term.

(b) **Termination by Either Party:** This Agreement may be terminated at any time by the mutual written agreement of Sitestream and Customer. Either party may also terminate this Agreement for cause if: (i) the other party has breached its obligations under this Agreement; (ii) applicable state law is amended, or a state agency adopts a rule or other requirement to prohibit or substantially restrict the operation of automated traffic law or code enforcement systems; or (iii) any court of competent jurisdiction rules that the Equipment, the System, or other similar systems, violates applicable law or cannot otherwise be used to enforce Citations. The terminating party must provide thirty (30) days advance written notice to the other party of its intent to terminate, which notice must include the reasons for the termination. In the case of a breach of this Agreement, the notice must provide the other

party with an opportunity to cure the breach during the sixty (60) day period following receipt of the notice. Notwithstanding the foregoing, in the event of termination based upon (ii) or (iii) above, Sitestream or Customer may suspend the Services immediately upon the effective date of such amendment or ruling, as applicable.

(c) **Termination by Customer:** Customer may terminate this Agreement at its convenience by giving Sitestream not less than one hundred and twenty (120) days' prior written notice. If Customer terminates this Agreement for convenience, Customer shall pay Sitestream a fee of \$500 per Camera for each month that remains in the Initial Term as of the Effective Date of Termination (the "Termination Fee"). There is no Termination Fee if Customer terminates the Agreement at the end of the Initial Term or during any Renewal Term. Any Termination Fee must be paid within thirty (30) days after the Effective Date of Termination.

(d) **Effect of Termination:** On the termination date (if this Agreement is terminated for convenience pursuant to Section 3(c)) or on the first day after any other date of termination or expiration of this Agreement ("Effective Date of Termination"), the Services shall cease immediately. The following Sections of the Agreement shall survive any termination or expiration of the Agreement: 1(l) (Storage of Violation Data), 3(d) (Effect of Termination), 4(a) (Service Fees), 5 (Intellectual Property), 6 (Indemnification Obligations), 7 (Limitation of Liability), 10(f) (Applicable Law), and 10(e) (Notices). Notwithstanding the foregoing, unless otherwise prohibited by law, Sitestream will continue to process Violations detected or issued pursuant to this Agreement prior to the Effective Date of Termination until such Violation is dismissed by Customer, payment is made, or judgment is entered by a court.

(e) **Removal of Equipment:** Within sixty (60) days following the Effective Date of Termination, Sitestream shall retrieve all Equipment from Customer. Customer shall not charge any storage fees for the Equipment during this period.

4. Compensation

(a) **Service Fees:** In consideration for the Services, Customer shall pay Sitestream a fee based on the Fines collected by or on behalf of Sitestream or Customer (the "Service Fee"). For each Fine collected, Customer shall pay Sitestream an amount equal to \$35 of the Fine and any escalated Late Fees (not including Convenience Fees, if any).

(b) **Payment:** As provided in Section 1(k), Sitestream will deposit the Fines collected by Sitestream into the Master Account. Sitestream will sweep Fines from the Master Account to the Customer-designated bank account on or around the 1st and the 15th of each month, provided, however, that Sitestream shall deduct from each funds sweep the Service Fees owed by Customer pursuant to Section 4(a).

(c) **Invoicing:** Sitestream shall provide an itemized invoice to Customer within five (5) days of each revenue sweep from the Master Account to a Customer-designated account as described in Section 4(b). Each invoice shall indicate the total Fines collected and the Service Fees deducted by Sitestream from such amounts.

(d) **Fees are Sole Compensation:** The fees described in this Section 4 shall be Sitestream's sole compensation for the Services. Sitestream is responsible for costs of maintaining and repairing the Equipment to the extent maintenance and repairs are required under Section 1(o). Customer is responsible for any costs associated with maintaining cellular and Wi-Fi connectivity in connection with the Equipment and the System. Maintenance of the System shall remain the responsibility of Sitestream.

5. Intellectual Property

(a) **No Rights in Equipment or System:** The parties acknowledge and agree that this Agreement does not convey to Customer any ownership of or rights in the Equipment or System, other than the license to use the System granted in Exhibit B attached to this Agreement. The Equipment and System shall remain the sole and exclusive property of Sitestream and/or its licensors.

(b) **Program Data:** Customer shall retain all right, title and interest in and to any information, data, study findings, or report content created by Sitestream related specifically to the Program or its operation ("Program Data"). Customer grants to Sitestream: (i) a non-exclusive, worldwide, royalty-free, fully paid up, sublicensable, non-transferrable right and license during the Term to copy, distribute, display and create derivative works of and use Program Data solely to perform the Services; and (ii) a perpetual, irrevocable, non-exclusive, worldwide, royalty-free, fully paid up, right and license to use Program Data solely in an aggregated, de-identified and/or anonymized format such that Customer, its personnel and Violators are not identified, in order to evaluate and enhance Sitestream's systems and services. Sitestream and its affiliates may identify Customer as an entity utilizing the Services and the System in its marketing materials, including but not limited to its website and proposals to perform the same or similar Services for others, without the prior written consent of Customer.

(c) **Program Materials:** Sitestream shall retain all right, title and interest in and to any information, data, software (including with respect to any System integration performed by or on behalf of Sitestream), templates, studies, reports or other documents, including Training Materials, Pamphlets, and other materials used generally by Sitestream in performing services for its clients ("Program Materials"). Sitestream grants to Customer a non-exclusive, royalty-free, fully paid up, non-sublicensable, non-transferrable right and license during the Term to create a limited number of copies, distribute, display and create derivative works of and use, Program Materials solely by its authorized personnel for Customer's internal use in connection with the Services.

(d) **Customer Marks:** Customer hereby grants to Sitestream and its affiliates a non-exclusive, non-transferable, sublicensable, license during the Term to use, reproduce, display, and distribute the Customer name, seal, logo, domain name and other marks owned or controlled by Customer ("Customer Marks") solely in connection with the Program Materials and as otherwise required in connection with the performance of the Services. Sitestream will provide Customer the opportunity to review and approve all uses of the Customer Marks. Notwithstanding the foregoing, Sitestream and its affiliates may identify the Customer as an entity utilizing the Services in its marketing materials, including but not limited to its website and proposals to perform the same or similar services for others, without the prior written consent of Customer. Nothing in this Agreement grants the Customer any right to use the name, logo or other marks of Sitestream or its affiliates except as incorporated in Program Data and Program Materials, or otherwise with the prior written consent of Sitestream.

6. Representations and Warranties

(a) Sitestream represents and warrants that at all times during the Term:

- (i) it has the legal power to enter into the Agreement;
- (ii) the Services described herein will be performed in a workmanlike and professional manner with due care and skill;
- (iii) it will perform the Services in compliance with all applicable federal, state, and local laws including without limitation the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification including without limitation the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq;

- (iv) it is not barred by law from contracting with Customer or with any other unit of state or local government as a result of: (i) a delinquency in the payment of any tax administered by the Department of Revenue in the state in which Customer is located unless Sitestream is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax; or (ii) any finding of recovery made against Sitestream by the Auditor of such state;
 - (v) the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to Customer prior to the execution of this Agreement and that this Agreement is made without collusion with any other person, firm, or corporation; and
 - (vi) neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specifically Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specifically Designated National and Blocked Person. Sitestream further represents and warrants to Customer that Sitestream and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specifically Designated National and Blocked Person.
- (b) Customer represents and warrants that at all times during the Term:
- (i) it has the legal power to enter into the Agreement and that it has complied with any and all applicable federal, state, and local procurement requirements in connection therewith;
 - (ii) it has the legal right to grant the licenses set forth in Section 5; and
 - (iii) it will utilize the Services and the System in compliance with all applicable federal, state and local laws.

7. Insurance

(a) Sitestream shall, during the Term of this Agreement, maintain insurance coverage in at least the minimum amounts set forth below:

- (i) Workers' Compensation and Employer's Liability with limits not less than:

Workers' Compensation:	statutory
Employer's Liability:	\$500,000 ea. accident-injury
	\$500,000 ea. employee-disease
	\$500,000 disease-policy

This insurance shall provide that coverage applies to North Carolina.

- (ii) Comprehensive Motor Vehicle Liability with limits for vehicles owned, non-owned, or rented of not less than \$1,000,000 Bodily Injury and Property Damage Combined Single Limit.
- (iii) Comprehensive General Liability with limits not less than \$1,000,000 Bodily Injury and Property Damage Combined Single Limit.
- (iv) Umbrella Liability with limits not less than \$1,000,000 Bodily Injury and Property Damage Combined Single Limit. This policy shall apply in excess of the limits stated in Sections 7(a)(i)-(iii) above.

(b) Sitestream shall list Customer as an additional insured under all of the policies described in this Section 7 and shall file with Customer certificates of insurance reflecting the minimum insurance coverage and limits provided in this Section 7 prior to commencing work on the System.

8. Indemnification

(a) **Sitestream Indemnity:** Sitestream shall indemnify, defend, and hold harmless Customer and its elected officials, officers, employees, agents, attorneys, representatives, and permitted assigns and all persons acting through, by, under or in concert with them (the "Customer Indemnitees") from and against any and all third party claims arising out of or related to:

- (i) any material breach of the representations and warranties of Sitestream set forth in Section 6;
- (ii) negligence or misconduct of Sitestream or its employees, contractors, or agents that results in bodily injury to any natural person (including third parties) or any damage to any real or tangible personal property (including the personal property of third parties), except to the extent caused by the negligence or misconduct of any Customer Indemnitee; or
- (iii) a claim that the System infringes the copyright or U.S. patent of a third party. In the event such a claim is made or appears likely to be made, Sitestream will either: (i) enable Customer to continue to use the System; (ii) modify the System to render it non-infringing; or (iii) replace the System with a replacement System at least functionally equivalent. If Sitestream determines that none of these alternatives is reasonably available, Sitestream shall have the right to terminate this Agreement effective immediately.

(b) **Customer Indemnity:** To the extent not prohibited by the constitution or laws of the state in which Customer is located, Customer shall indemnify, defend, and hold harmless Sitestream and its affiliates, shareholders or other interest holders, managers, officers, directors, employees, agents, representatives and successors, permitted assigns and all persons acting through, by, under or in concert with them (including but not limited to Equipment suppliers and installers) (the "Sitestream Indemnitees") from and against any and all third party claims arising out of or related to:

- (i) any material breach of the representations and warranties of Customer set forth in Section 6;
- (ii) negligence or misconduct of Customer or its employees, contractors, or agents that results in bodily injury to any natural person (including third parties) or any damage to any real or tangible personal property (including the personal property of third parties), except to the extent caused by the negligence or misconduct of any Sitestream Indemnitee; or
- (iii) the validity of the results of Customer's use of the System or any portion thereof; or the validity of any Citation issued, prosecuted, and collected as a result of Customer's use of the System except to the extent caused by Sitestream's failure to comply with the terms of the Agreement.

(c) **Notice; Participation Rights:** In the event of any third party claim, action, or demand for which a party seeks indemnification from the other pursuant to this Section 8 (each a "Claim"), the Indemnified Party must give the Indemnifying Party written notice of such Claim promptly after the Indemnified Party first becomes aware of it. The Indemnifying Party will have the right to choose counsel to defend against the Claim (subject to approval of such counsel by the Indemnified Party, which approval may not be unreasonably withheld, conditioned, or delayed) and to control and settle the Claim. The Indemnifying Party will have the right to participate in the defense of the Claim at its sole expense.

9. Limitation of Liability

EXCEPT FOR AMOUNTS PAYABLE WITH RESPECT TO THE INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 8: (A) NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOST PROFITS OR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES IN CONNECTION WITH THE AGREEMENT, THE SERVICES, OR THE SYSTEMS, HOWEVER CAUSED, UNDER ANY THEORY OF LIABILITY; AND (B) THE AGGREGATE

LIABILITY OF EITHER PARTY FOR DIRECT DAMAGES ARISING OUT OF THE AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE LIMITED TO THE SERVICE FEES PAID OR PAYABLE BY CUSTOMER UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO SUCH CLAIM.

10. General Terms

(a) **Relationship Between Parties:** Sitestream is an independent contractor. This Agreement does not create, and nothing in this Agreement may be deemed, construed, or applied to create, a partnership, joint venture or the relationship of principal and agent or employer and employee between the parties. Further, this Agreement does not permit either party to incur any debts or liabilities or obligations on behalf of the other party, except only as specifically provided herein.

(b) **Force Majeure:** No party shall be liable or responsible to the other party, nor be deemed to have breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party hereunder), when and to the extent such failure or delay is caused by or results from events outside of the party's reasonable control ("Force Majeure Events") including but not limited to: acts of God; pandemics, endemics, epidemics, or outbreaks; natural catastrophes; wars, invasions, or hostilities (whether war is declared or not); terrorist threats or acts; strikes, riots, or other civil unrest; government order or law; actions, embargoes, or blockades in effect after the date of this Agreement; labor stoppages or slowdowns or other industrial disturbances; and shortage of adequate power or transportation facilities. The affected party shall: (i) within thirty (30) days after the Force Majeure Event occurs, deliver written notice to the other party that the Force Majeure Event has or is likely to impact the affected party's performance; and (ii) resume performance under this Agreement as soon as reasonably practicable after the Force Majeure Event has been resolved or terminated.

(c) **Notices:** Any notices provided pursuant to this Agreement shall be effective three (3) days after deposit in the U.S. Mail if sent by Certified Mail Return Receipt Requested, or immediately if by in-person delivery or confirmed electronic mail, to the parties at the addresses first set forth herein.

(d) **Assignment:** Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, Sitestream may assign the Agreement to an affiliate or in connection with a merger or sale of substantially all of the assets related to the Agreement, and Sitestream may use third party contractors to fulfill its obligations to provide certain Services provided that Sitestream shall be responsible for the performance of such subcontractors in accordance with the terms of this Agreement. The Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

(e) **Conflict Resolution:** The following procedure will be followed if resolution is required to a conflict arising during the performance of this Agreement:

- (i) When a conflict arises between Customer and Sitestream, the project team members will first strive to work out the problem internally.
- (ii) If the project team cannot resolve the conflict within five (5) business days, the Customer Project Manager and the Sitestream Project Manager will meet to resolve the issue.
- (iii) If the conflict is not resolved within five (5) business days after being escalated to the Project Managers, a senior executive of Sitestream will meet with senior level administrator for Customer within five (5) days to resolve the issue.
- (iv) If no resolution is reached pursuant to Section 10(e)(iii), the parties may mutually agree to terminate the Agreement by mutual agreement pursuant to Section 3(b) or seek any available legal or equitable remedies.

(v) During any conflict resolution as described in this Section 10(e), Sitestream agrees to provide the Services relating to items not in dispute, to the extent practicable, pending resolution of the conflict. Customer agrees to pay invoices per the Agreement.

(f) **Applicable Law:** This Agreement is governed by and construed in all respects in accordance with the laws of the state in which Customer is located, without regard to any conflicts of laws rules. Any lawsuit arising out of or in connection with this Agreement must be filed in a state or federal court of competent jurisdiction in the state in which Customer is located, and both parties specifically agree to be bound by the jurisdiction and venue of such courts.

(g) **Entire Agreement; Counterparts:** This Agreement constitutes the entire agreement between the parties about the Services and supersedes all prior and contemporaneous agreements or communications. This Agreement may be signed in one or more counterparts, each of which will be deemed to be an original and all of which when taken together will constitute the same Agreement. Any copy of this Agreement made by reliable means (for example, photocopy or electronic mail) is considered an original.

(h) **Amendments; Severability; Waiver:** This Agreement may only be amended by a writing specifically referencing the section of the Agreement to be amended and which has been signed by authorized representatives of the parties. If any term in this Agreement is found by competent judicial authority to be unenforceable in any respect, the validity of the remainder of this Agreement will be unaffected, provided that such unenforceability does not materially affect the parties' rights under this Agreement. An effective waiver under this Agreement must be in writing signed by the party waiving its right. A waiver by either party of any instance of the other party's noncompliance with any obligation or responsibility under this Agreement will not be deemed a waiver of subsequent instances.

IN WITNESS WHEREOF, the parties accept the terms of this Agreement by signing below:

Sitestream, LLC

The Town of Winchester

By: _____

By: _____

Name: Andrew Noble

Name: _____

Title: President

Title: _____

Date: _____

Date: _____

EXHIBIT A

Additional Terms and Conditions for Installation of Camera Poles

In the event that Sitestream is required to install one (1) or more Camera Poles pursuant to Section 1(b) of the Agreement, the following additional terms and conditions shall apply:

- A. **Obtaining Permits.** Sitestream shall prepare all permit applications, design drawings and other documents as may be reasonably required by Customer or any other governmental entity for the installation and operation of any applicable Camera Poles. Customer will provide to Sitestream, at no cost, all Customer permits necessary for the installation of Camera Poles provided Sitestream meets the minimum requirements for such permits. Sitestream will use commercially reasonable efforts to obtain any other necessary permits for the Camera Poles from applicable agencies and shall pay all permit or other fees charged by such governmental entities in connection with the installation and operation of the Camera Poles. Customer will reasonably assist Sitestream in securing necessary permits from other governmental agencies, as required
- B. **Installation.** Sitestream will commence installation of the Camera Poles within twenty (20) business days after any and all necessary state, county or other permit applications have been approved and such permits have been received. Sitestream shall not be responsible for any delays associated with the failure of any state or local government to promptly provide applicable permits. In the event any permitting agency requires one (1) or more upgrades to any traffic control infrastructure at any enforcement location where the Camera Pole will be installed, such upgrades shall be the sole responsibility of Customer.
- C. **Restoration of Locations.** Upon any expiration or termination of the Agreement, Sitestream shall remove any Camera Poles installed pursuant to this Exhibit A and restore such locations to substantially the same condition as existed prior to such installation. Notwithstanding the foregoing, Sitestream will not remove any pole foundation, which shall be left approximately flush with grade with no exposed bolts or other hazards. Installed underground conduit and other equipment shall not be required to be removed. Sitestream shall use commercially reasonable efforts such that removal and restoration activities occur within sixty (60) days after the Effective Date of Termination and do not unreasonably interfere with or adversely affect traffic flow.

EXHIBIT B

System License and Restrictions

1. **Grant of License.** Sitestream hereby grants to Customer a non-exclusive, non-transferable, revocable license to use the System in accordance with the terms of this Exhibit B. Any failure of Customer or Customer's Users (as defined below) to comply with this Exhibit B shall constitute a breach of the Agreement by Customer.
2. **Definitions.** For purposes of this Exhibit B:
 - "**Documentation**" means the operating manuals, user instructions, technical literature and all other related materials in eye-readable form supplied by Sitestream for aiding the use and application of the Software.
 - "**License**" means the license granted in Section 1 of this Exhibit B.
 - "**Users**" means the employees and personnel authorized to use the System on behalf of Customer.
 - "**Software**" means the computerized traffic management and enforcement software used in connection with the System provided under the Agreement.
3. **Restrictions.**
 - 3.1. Customer shall not:
 - 3.1.1. except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties:
 - 3.1.1.1. and except to the extent expressly permitted under this License, attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software and/or Documentation (as applicable) in any form or media or by any means; or
 - 3.1.1.2. attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software; or
 - 3.1.2. access all or any part of the Software and Documentation in order to build a product or service which competes with the Software and/or the Documentation; or
 - 3.1.3. use the Software and/or Documentation to provide services to third parties; or
 - 3.1.4. license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Software and/or Documentation available to any third party except the Users, or
 - 3.1.5. attempt to obtain, or assist third parties in obtaining, access to the Services and/or Documentation, other than as provided under this License.
 - 3.2. Customer shall use all reasonable endeavors to prevent any unauthorized access to, or use of, the Software and/or the Documentation and, in the event of any such unauthorized access or use, promptly notify Sitestream.
 - 3.3. No copies may be made of the Documentation without the prior written consent of Sitestream. Sitestream will provide Customer with access to the copies of the Documentation embedded in the Software, which contain sufficient information to enable proper use of all the facilities and functions set out in the Specification.
 - 3.4. The parties acknowledge that the Software may be modified by Sitestream's licensor in order to integrate and operate with third party software in accordance with the Agreement.
4. **Security and Control.** Customer must during the continuance of the License:
 - 4.1. effect and maintain adequate security measures to safeguard the usernames and passwords provided by Sitestream to its Users from access or use by any unauthorized person; and
 - 4.2. maintain a full and accurate record of the copying and disclosure of such usernames and passwords, and produce such record to Sitestream on request from time to time.