

STATE OF CONNECTICUT  
MUNICIPAL ACCOUNTABILITY REVIEW BOARD (MARB)

**MEETING NOTICE AND AGENDA - RESCHEDULED**  
West Haven Subcommittee of the MARB

**Meeting Date and Time:** Thursday, March 2, 2023, 10:00 AM – 12:00 PM  
Rescheduled from February 21, 2023

**Meeting Location:** Microsoft Team Meeting  
Meeting ID: 238 373 880 625  
Passcode: Whm7Rs

**Call-In Instructions:** Meeting participants may use the following telephone number and access code

Telephone Number: (860) 840-2075

Meeting ID: 730 624 156

**Agenda**

- I. Call to Order & Opening Remarks
- II. Approval of minutes:
  - a. November 15, 2022, Regular Meeting
- III. Discussion: OAG Research Legislative Language
- IV. Discussion: Process for West Haven Inquiries
- V. Review and Discussion: BOE Recommended FY2024 Budget
- VI. Review and Discussion: BOE Food Service for Public Schools
- VII. Review, Discussion and Possible Action: Non-Labor Contract:
  - i. Shoreline Wellness Center LLC. - Sales of William T. Blake Building
  - ii. Greenskies Clean Energy LLC. - Land Lease Option and Lease Agreement
  - iii. Elm City Materials, Inc. – Rockdale Road Sewer Construction Services
- VIII. Update: FY 2021 Audited Financial Statements and Corrective Action Plan
- IX. Update: FY 2022 Audit
- X. Open Item List
- XI. Update: MOA Action Plans
  - Personnel Strategic Plan

- Recruitment Activity Update
- Procurement
- IT
- Corrective Action Plan for Prior Year Audit Findings

XII. Other Business

XIII. Adjourn

**DRAFT**  
STATE OF CONNECTICUT  
MUNICIPAL ACCOUNTABILITY REVIEW BOARD (MARB)

**REGULAR MEETING MINUTES**  
West Haven Subcommittee of the MARB

**Meeting Date and Time:** Tuesday, November 15, 2022, 10:00 AM – 12:00 PM

**Meeting Location:** West Haven City Hall  
3<sup>rd</sup> Floor  
355 Main Street  
West Haven, CT

**Call-In Instructions:** Meeting participants may use the following telephone number and access code

Telephone Number: (860) 840-2075

Meeting ID: 912 408 545

**Members in Attendance:** Kimberly Kennison (OPM Secretary designee), Christine Shaw (State Treasurer designee), Stephen Falcigno, Patrick Egan, Thomas Hamilton, Robert White

**City Officials in Attendance:** Mayor Rossi, Scott Jackson, Lee Tiernan

**OPM Staff in Attendance:** Simon Jiang, Julian Freund

I. Call to Order & Opening Remarks

The meeting was called to order at 10:03 AM.

II. Approval of minutes:

a. September 20, 2022 Regular Meeting

Mr. Egan made a motion to approve the minutes with a second by Mr. Falcigno. Ms. Kennison noted that Simon Jiang should be added to the staff attendees. The minutes, as amended, were approved unanimously.

III. Update: FY 2021 Audit

Mr. Jackson reported that all information requested by the auditor has been provided. The auditor is seeking to review the CohnReznick audit prior to finalizing the City's audit report. Mr. Cavallaro reported that the BOE has also provided all of the requested information. Ms. Kennison said that the CohnReznick contract is in effect until the end of November. The City should be able to provide the internal auditor with any information that was submitted to CohnReznick. Mr. Jackson said that the City would request a draft of the audit so that it can begin to prepare the Management Discussion and Analysis section of the report.

IV. Discussion: Subcommittee Members' Questions re: CohnReznick Report: Define List of Topics

Ms. Kennison said that this item was in response to members' request to follow up on certain findings in the prior CohnReznick report.

Mr. Freund briefed the Subcommittee on a call he made to the Executive Director of the Office of State Ethics (OSE). While the OSE does not have direct jurisdiction over municipalities, the office does provide ethics training and technical assistance to municipalities. The training can be formatted to meet the needs of the municipality and advice and assistance can be provided to municipalities that are creating or updating ethics ordinances or codes. Mr. Tiernan noted that the local Ethics Board is in the process of drafting an ethics ordinance and may be interested in seeking input from the OSE. Mr. Freund will provide contact information to the City.

Mr. White said that the CohnReznick report found instances of self-dealing that might extend beyond the City's use of CRF and which should be examined further. These are the areas into which he would like to inquire further. He noted several examples from the report.

Mr. Egan said that he is interested in determining how certain transactions noted in the report were authorized and slipped through the cracks.

Mr. Hamilton expressed support for the area of inquiry that Mr. White described and raised a question as to how to best go about following up.

Ms. Shaw said the City needs to develop a culture of compliance and asked for confirmation that the Whittlesey scope of work includes an assessment of the City's compliance with existing policies and procedures. Ms. Kennison said that the Whittlesey will be completing an analysis of the City's compliance. However, they will not be conducting a look-back as described by Mr. White. She indicated that one option would be to engage a different consultant for such work.

Mr. Egan suggested that some of the questions raised could be answered directly by the City, such as issues concerning the payout of comp time. Members and the Mayor discussed various ways the City has handled comp time for exempt employees.

Members further discussed various areas of risk such as the City's practices related to dual signatures, outdated vendor lists, and lack of controls on expenditure overages.

V. Update: MOA Action Plans

Written updates on the Personnel Action Plan and recruiting activities were provided with the meeting materials. Mr. Jackson provided a verbal update on recruitment efforts for certain key positions. An offer has been extended for an IT Network Security Engineer. A Payroll Assistant and a Purchasing Specialist have been hired.

VI. Other Business

VII. Adjourn

Mr. Egan made a motion to adjourn with a second by Mr. Falcigno. The meeting adjourned at 11:35 AM.



# 2023-2024 West Haven Board of Education Recommended Budget



Cebi Waterfield, Chairwoman  
Neil C. Cavallaro, Superintendent  
Adopted Tuesday, January 3, 2022



## Board of Education Members

Cebi Waterfield, Chairwoman  
Patrick Egolum, Vice Chairman  
Andrea Talamelli, Secretary/Treasurer

Jennifer Frost  
Robert Guthrie  
Anne Heffernan  
Kimberly Kenny  
Patricia Libero  
Morgan Watts

## Administration

Neil C. Cavallaro, Superintendent  
Judith Drenzek, Assistant Superintendent  
Matthew Cavallaro, Director of Finance



# WEST HAVEN DEPARTMENT OF EDUCATION

*"Schools Committed to Excellence"*  
Administrative Offices: 355 Main Street  
Mailing address: P.O. Box 26010  
West Haven, CT 06516

Telephone: (203) 937-4310

Fax: (203) 937-4315

NEIL C. CAVALLARO  
*Superintendent of Schools*

January 20, 2023

The Honorable Nancy Rossi, Mayor  
City of West Haven  
355 Main Street  
West Haven, CT 06516

Dear Mayor Rossi,

At its regular meeting held on Tuesday, January 3, 2023, the West Haven Board of Education voted to present to you a budget totaling \$89,960,421.00 for fiscal year 2024. Once again, this figure represents no dollar amount increase over the current year's city allocation and aligns with the city's current five year spending plan. However, to maintain the district's current level of services next year, the Board will be relying on an increase from the Alliance District grant. That amount will be determined when the State of Connecticut adopts a budget, and approximately \$625,000.00 from the Elementary and Secondary School Emergency Relief Funds (ESSER II and ESSER II). Several teaching and support positions were created with a portion of these funds when the students returned to school after the pandemic, and it's our intention to use those educators to continue to provide our children with much needed academic and emotional assistance. In addition to contractual obligations with our bargaining groups and vendors, an expected increase in health benefits, special education tuition and transportation necessitated the need for the use of these grants.

While the Board understands that the city still struggles financially, we believe that we've done our share to keep costs down, yet still offer the children of West Haven a high quality education. In addition to the extra help, the grants mentioned have allowed us to improve facilities, and upgrade classroom technology and infrastructure without impacting the local taxpayer.

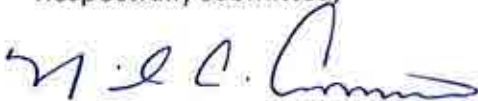
As you know, because of West Haven's status as an Alliance District, the city isn't allowed by law to decrease its share to the education budget from the previous years, and since we're not requesting additional funds for next year, this year's budget process appears to be a simple

one. However, the Board members and I urge you to remain aware that the funding we're relying on may not be available indefinitely. Therefore, now is the time to begin to prepare for the future of the education system as well as for the city in general. We remain concerned about our ability to attract highly qualified teachers to this district and one that reflects the diversity of the community. This means raising teacher pay. Also, now that much has been spent on the upgrades previously mentioned, let's make sure that we're able to do the preventative maintenance necessary to keep the schools operating efficiently. City Council members, Board members, and other officials have for years expressed frustration because so much of what we do is react to emergencies and then pay a premium to fix things that are frankly old and outdated. With what's been accomplished recently, we are in an excellent position to move forward.

The Board of Education has always appreciated your commitment to this school system, and with your support, we've accomplished a lot. In the coming weeks and months ahead, we'll look forward to sharing with you the progress we've made in the classroom and the improvements made to our buildings and infrastructure. Finally, we stand ready to work with your administration and the members of City Council to develop goals for the future, a strategy that ensures financial stability and one that allows all students to be successful long after their graduation from high school.

I wish you well as you begin the budget process and thank you in advance for your consideration of our requests.

Respectfully submitted,



Neil C. Cavallaro  
Superintendent of Schools

cc: Matthew Cavallaro, Business Manager  
Members of the Board of Education  
Scott Jackson, Finance Director, City of West Haven  
Members of the City Council  
Municipal Accountability Review Board

Enclosure



# **PROPOSED BUDGET SUMMARY**

# Recommended Budget

- The City of West Haven adopted a 5-year spending plan that calls for no increase in the 2023-2024 fiscal year.
- The Local Operating Budget will remain \$89,960,421.
- In order to meet the needs of our student population, an increase of \$1,584,176 is warranted.



# Where will the increase come from?

- An increase in Alliance Grant Funding (\$959,176)
  - Consistent with historical increases
- Additional remaining funding in ARP ESSER III (\$625,000)
  - Allowable salaries to support student needs and growth
  - Local budget surpluses in prior years Permit expenses that were originally planned for this grant to be shifted back to the Operating budget creating additional space in the grant



**Comparison:**

**ECS Grant**

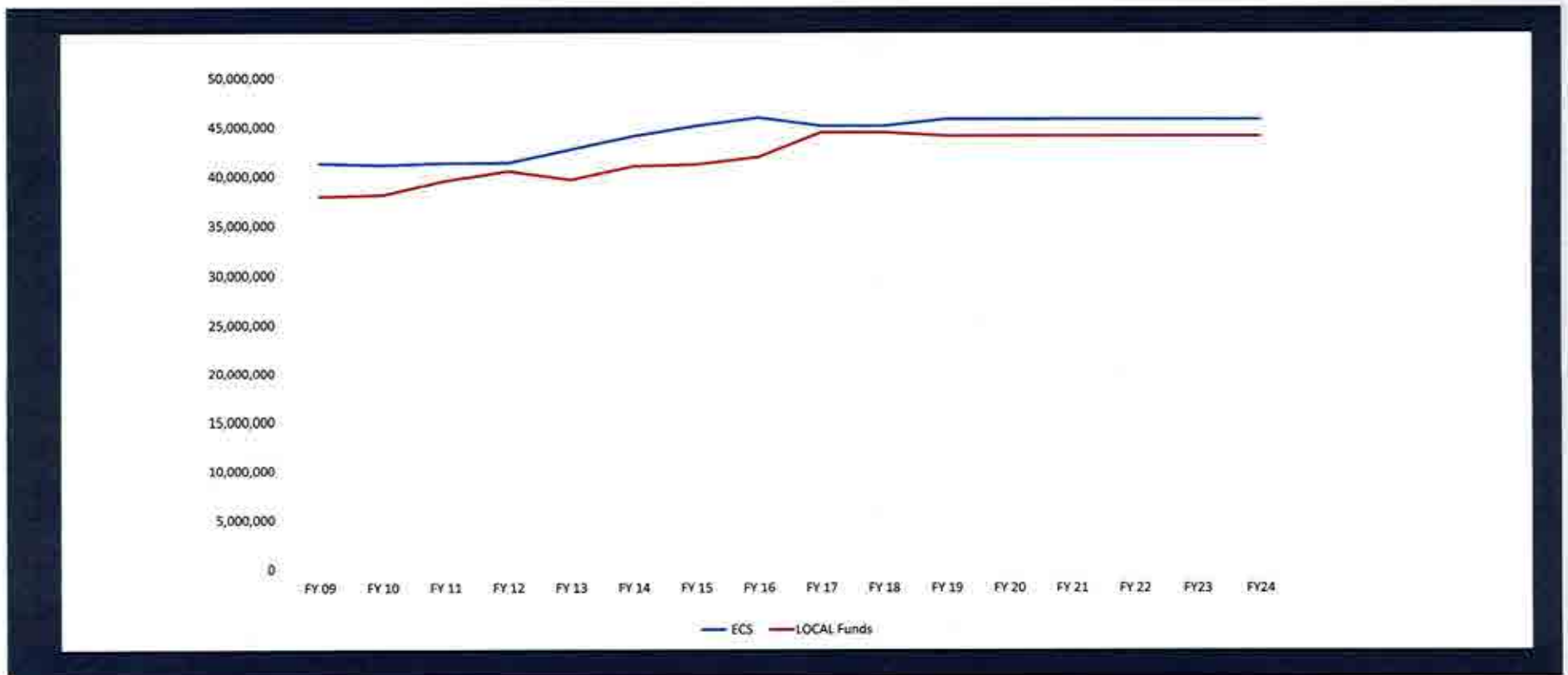
**Vs**

**Local Funding**

# EDUCATIONAL COST SHARING GRANT (ECS) VS. LOCAL SHARE

FISCAL YEAR	EDUCATIONAL COST SHARING GRANT	LOCAL CITY FUNDING	TOTAL EDUCATION BUDGET
2008-2009	\$41,319,451	\$37,954,598	\$79,274,049
2009-2010	\$41,152,364	\$38,121,685	\$79,274,049
2010-2011	\$41,363,467	\$39,560,581	\$80,924,048
2011-2012	\$41,380,822	\$40,543,227	\$81,924,049
2012-2013	\$42,743,506	\$39,680,543	\$82,424,049
2013-2014	\$44,094,593	\$41,040,163	\$85,134,756
2014-2015	\$45,135,396	\$41,224,612	\$86,359,981
2015-2016	\$45,972,103	\$41,797,805	\$87,769,908
2016-2017	\$45,140,487	\$44,486,094	\$89,626,581
2017-2018	\$45,140,487	\$44,486,094	\$89,626,581
2018-2019	\$45,825,607	\$44,134,814	\$89,960,421
2019-2020	\$45,825,607	\$44,134,814	\$89,960,421
2020-2021	\$45,825,607	\$44,134,814	\$89,960,421
2021-2022	\$45,825,607	\$44,134,814	\$89,960,421
2022-2023	\$45,825,607	\$44,134,814	\$89,960,421
2023-2024	\$45,825,607	\$44,134,814	\$89,960,421

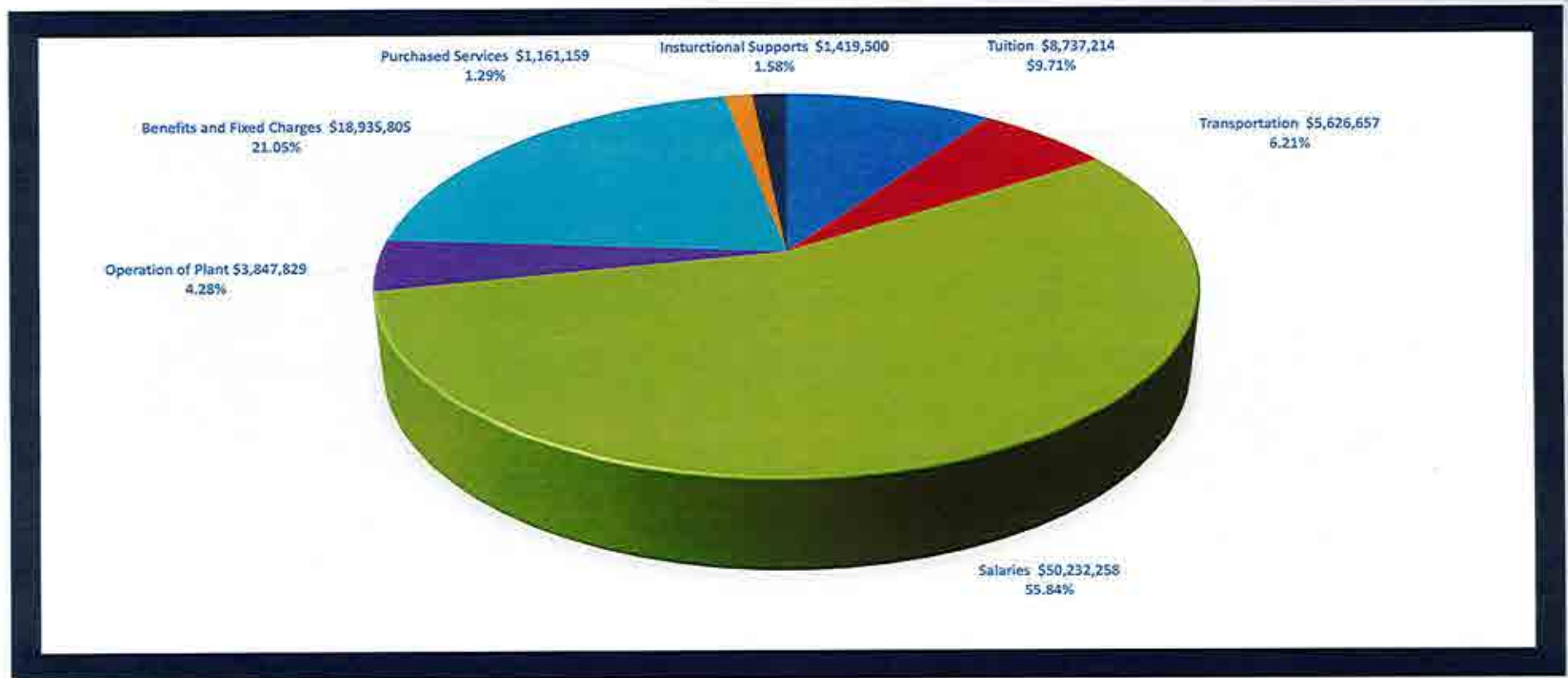
# EDUCATIONAL COST SHARING GRANT (ECS) VS. LOCAL SHARE



# SUPERINTENDENT'S RECOMMENDED 2023- 2024 BUDGET BY CATEGORY

CATEGORY	2022-2023 ADOPTED BUDGET	2023-2024 PROPOSED BUDGET	DIFFERENCE 23-24 vs. 22-23	% CHANGE
TUITION	\$ 8,487,214	\$ 8,737,214	\$ 250,000	0.28%
TRANSPORTATION	\$ 5,390,445	\$ 5,626,657	\$ 236,212	0.26%
SALARIES	\$51,438,469	\$50,232,258	(\$ 1,206,212)	-1.34%
OPERATION OF PLANT	\$ 3,847,829	\$ 3,847,829	\$ 0	0.00%
BENEFITS AND FIXED CHARGES	\$18,215,805	\$18,935,805	\$ 720,000	0.80%
PURCHASED SERVICES	\$ 1,161,159	\$ 1,161,159	\$ 0	0.00%
INSTRUCTIONAL SUPPORTS	\$ 1,419,500	\$ 1,419,500	\$ 0	0.00%
TOTAL	\$89,960,421	\$89,960,421	\$ 0	0.00%

# RECOMMENDED FUNDING ALLOCATIONS BY CATEGORY





## CURRENT BUDGET DRIVERS AND ASSUMPTIONS

- Union Contracts call for salary increases :
  - Teachers - 2% increase
  - Nurses - 2% increase
  - Paras - 2% increase
  - Admin - Step movement
  - AFSCME - Step movement
  - CWA - Negotiations beginning
- All currently employed staff are included in this budget. Any potential retirements will be factored in future plans.



# CURRENT BUDGET DRIVERS AND ASSUMPTIONS

- Teacher's salaries will be shifted to the Alliance Grant (\$959,176) and ARP ESSER III (\$625,000)
- All salaries being shifted to grants are within the allowable uses of the grants and are included in the applications approved by the State Board of Education.
- ESSER II is set to expire as of 9/30/2023, the salaries (\$3,750,000) will be shifted to ARP ESSER III also.



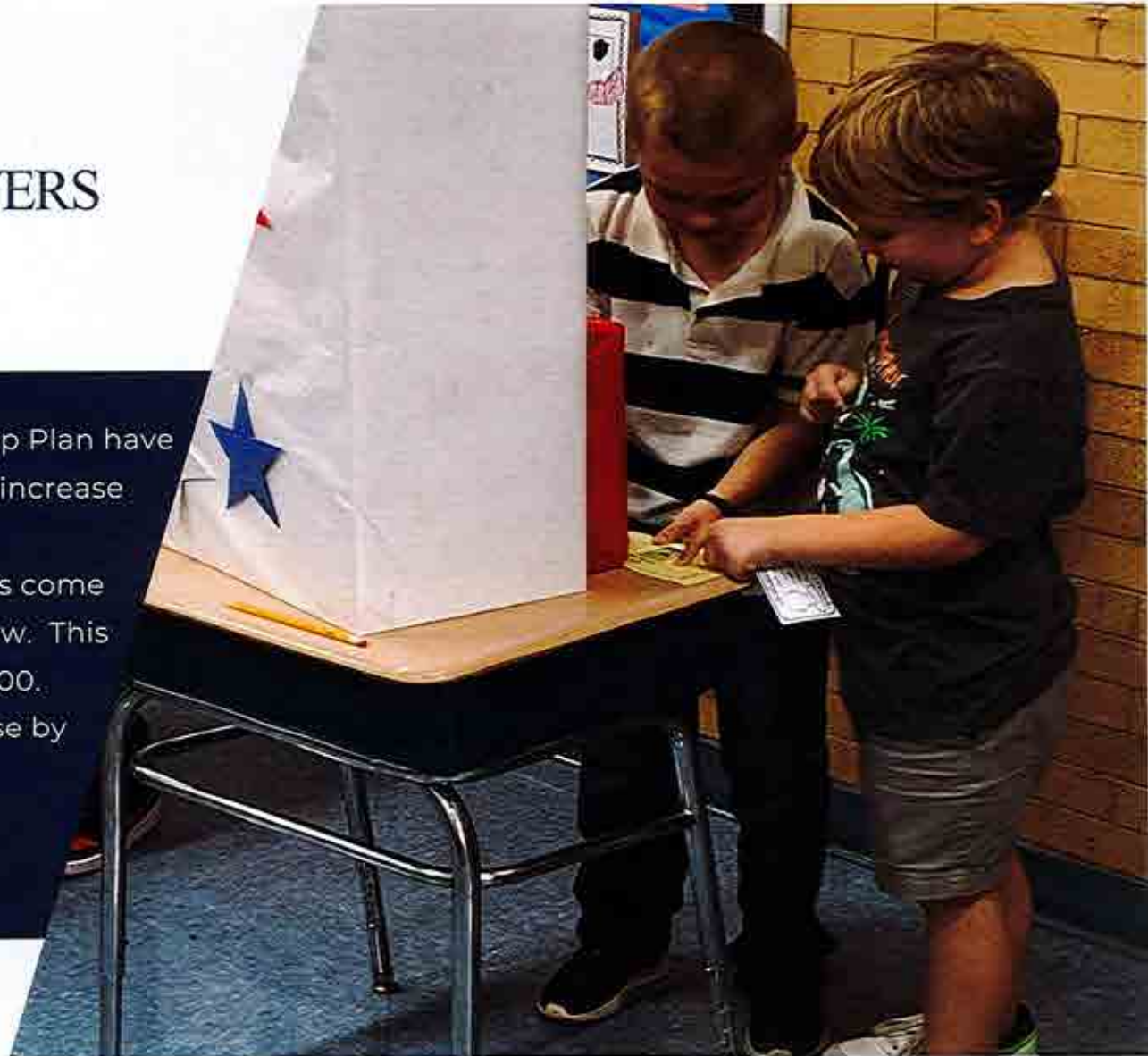
## CURRENT BUDGET DRIVERS AND ASSUMPTIONS

- Special Education Tuition and Transportation are most difficult line items to predict. Although our numbers of outplaced students continue to decline, the costs of services are steadily increasing.
- Increases of \$250,000 for Tuition and \$159,955 for Special Education Transportation are factored into this budget.
- A 2% or \$76,257 increase has been built into the budget in anticipation of a new bus contract.



## CURRENT BUDGET DRIVERS AND ASSUMPTIONS

- Final Rates for the State Partnership Plan have not been finalized. A 6% or \$720,000 increase has been built into the budget.
- The Heat for Buildings line item has come under budget for several years in a row. This budget calls for a reduction of \$100,000.
- The Electricity line item will increase by \$100,000 to offset additional usage.



## CURRENT BUDGET DRIVERS AND ASSUMPTIONS

- All other budget categories will remain level funded. Federal and State grants are used to supplement programs and offset rising service costs in order to maintain our operation.
- Efforts to uncover savings in the budget are ongoing.



## Combination of Line Items

- To achieve efficiency within our budget and financial operations, similar line items within the budget have been combined.



**West Haven Board of Education's  
Recommended FY 24 Budget**

	2020-21 BUDGET	2020-21 ACTUAL	2021-22 BUDGET	2021-22 YTD	2022-23 BUDGET	2022-2023 YTD	2023-24 BUDGET
TUITION	\$ 8,139,686	\$ 8,238,974	\$ 8,246,037	\$ 8,640,912	\$ 8,487,214	\$ 4,263,520	\$ 8,737,214
STUDENT TRANSPORTATION	\$ 5,254,423	\$ 4,613,099	\$ 5,359,512	\$ 5,640,677	\$ 5,390,445	\$ 1,236,166	\$ 5,626,657
SALARIES	\$ 51,922,019	\$ 51,622,019	\$ 51,710,579	\$ 51,323,975	\$ 51,438,469	\$ 15,801,502	\$ 50,232,258
OPERATION OF PLANT	\$ 3,847,829	\$ 3,831,721	\$ 3,847,829	\$ 3,765,984	\$ 3,847,829	\$ 1,659,360	\$ 3,847,829
BENEFITS & FIXED CHARGES	\$ 18,215,805	\$ 16,132,229	\$ 18,215,805	\$ 17,958,180	\$ 18,215,805	\$ 6,925,069	\$ 18,935,805
PURCHASED SERVICES	\$ 1,161,159	\$ 1,303,165	\$ 1,161,159	\$ 1,156,308	\$ 1,161,159	\$ 488,895	\$ 1,161,159
INSTRUCTIONAL SUPPORTS	\$ 1,419,500	\$ 1,419,213	\$ 1,419,500	\$ 1,419,500	\$ 1,419,500	\$ 615,924	\$ 1,419,500
<b>TOTAL:</b>	<b>\$ 89,960,421</b>	<b>\$ 87,160,421</b>	<b>\$ 89,960,421</b>	<b>\$ 89,905,536</b>	<b>\$ 89,960,421</b>	<b>\$ 30,990,436</b>	<b>\$ 89,960,421</b>

# **Tuition**

## **Special Education**



**West Haven Board of Education's  
Recommended FY 24 Budget**

		2020-21	2020-21	2021-22	2021-22	2022-23	2022-2023	2023-24
		BUDGET	ACTUAL	BUDGET	YTD	BUDGET	YTD	BUDGET
<b>TUITION:</b>								
<b>A01</b>	<b>TUITION</b>	\$ 8,139,686	\$ 8,238,974	\$ 8,246,037	\$ 8,640,912	\$ 8,487,214	\$ 4,263,520	\$ 8,737,214
		\$ 8,139,686	\$ 8,238,974	\$ 8,246,037	\$ 8,640,912	\$ 8,487,214	\$ 4,263,520	\$ 8,737,214

## Budget Detail

		2021-2022 Actual	2022-2023 Approved Budget	2023-2024 Recommended Budget	Account Description
A01	Tuition	\$8,640,912	\$8,487,214	\$8,737,214	Tuition payments for students whose needs cannot be met with a district program.

# Transportation

**West Haven Board of Education's  
Recommended FY 24 Budget**

		2020-21	2020-21	2021-22	2021-22	2022-23	2022-2023	2023-24
		BUDGET	ACTUAL	BUDGET	YTD	BUDGET	YTD	BUDGET
<b>STUDENT TRANSPORTATION:</b>								
<b>B04</b>	<b>CONTRACTED BUS SERVICE - PUBLIC</b>	\$ 3,049,384	\$ 3,033,947	\$ 3,110,372	\$ 3,007,090	\$ 3,110,372	\$ 540,218	\$ 3,172,579
<b>B06</b>	<b>BUS SERVICE: NON-PUBLIC SCHOOLS</b>	\$ 273,075	\$ 114,762	\$ 278,537	\$ 156,220	\$ 278,537	\$ 54,487	\$ 284,108
<b>B08</b>	<b>TRANSPORTATION: REGIONAL VOC-TECH</b>	\$ 234,167	\$ 161,577	\$ 238,850	\$ 230,955	\$ 238,850	\$ 46,191	\$ 243,627
<b>B10</b>	<b>TRANSPORTATION: REGIONAL VOC-AG</b>	\$ 73,886	\$ 35,613	\$ 75,364	\$ 78,197	\$ 75,364	\$ 15,639	\$ 76,871
<b>B12</b>	<b>TRANSPORTATION: PHYS. HANDICAPPED</b>	\$ 1,516,345	\$ 1,223,336	\$ 1,546,672	\$ 2,061,091	\$ 1,577,605	\$ 534,508	\$ 1,737,560
<b>B16</b>	<b>TRANSPORTATION - STUDENT ACTIVITIES</b>	\$ 107,566	\$ 43,864	\$ 109,717	\$ 107,124	\$ 109,717	\$ 45,123	\$ 111,911
		\$ 5,254,423	\$ 4,613,099	\$ 5,359,512	\$ 5,640,677	\$ 5,390,445	\$ 1,236,166	\$ 5,626,657

## Budget Detail

		2021-2022 Actual	2022-2023 Approved Budget	2023-2024 Recommended Budget	Account Description
B04	Bus Service: Public	\$3,007,090	\$3,110,372	\$3,172,579	Contractual bus service for public elementary, middle, and high schools.
B06	Bus Service: Non-Public	\$ 156,220	\$ 278,537	\$ 284,108	Contractual bus service for private schools (St. Lawrence and Notre Dame High School).
B08	Bus Service: Regional Voc-Tech	\$ 230,955	\$ 238,850	\$ 243,627	Contractual bus service for West Haven students attending regional vocational technology schools.
B10	Bus Service: Regional Voc-AG	\$ 78,197	\$ 75,364	\$ 76,871	Contractual bus services for West Haven students attending Lyman Hall.
B12	Bus Service: Special Education	\$2,061,091	\$1,577,605	\$1,737,560	Contractual bus services for Special Education outplaced students.
B16	Bus Service: Student Activities	\$ 107,124	\$ 109,717	\$ 111,911	Contractual bus service for all high school interscholastic teams and other non-athletic events

# Salaries

West Haven Board of Education's  
Recommended FY 24 Budget

		2020-21	2020-21	2021-22	2021-22	2022-23	2022-2023	2023-24
		BUDGET	ACTUAL	BUDGET	YTD	BUDGET	YTD	BUDGET
<b>SALARIES:</b>								
	# of Employees							
C04	1 SALARY - SUPERINTENDENT	\$ 187,337	\$ 187,337	\$ 187,337	\$ 187,337	\$ 190,759	\$ 101,412	\$ 190,759
C06	1 SALARY - ASST. SUPERINTENDENTS	\$ 152,466	\$ 152,466	\$ 152,466	\$ 152,466	\$ 160,000	\$ 43,077	\$ 160,000
C07	18 SALARY - CLERICAL: CENTRAL OFFICE	\$ 516,604	\$ 516,604	\$ 516,604	\$ 516,604	\$ 928,590	\$ 308,483	\$ 956,176
C10	9 SALARY - PRINCIPALS	\$ 1,081,083	\$ 1,081,083	\$ 1,081,083	\$ 1,081,083	\$ 1,199,575	\$ 359,996	\$ 1,246,610
C12	8 SALARY - ASST. PRINCIPALS	\$ 929,234	\$ 929,234	\$ 929,234	\$ 929,234	\$ 904,759	\$ 180,320	\$ 951,794
C14	10 SALARY - COORDINATORS/DIRECTORS	\$ 1,114,632	\$ 1,114,632	\$ 1,114,632	\$ 1,114,632	\$ 1,334,374	\$ 402,875	\$ 1,381,409
C16	424 SALARY - CLASSROOM TEACHERS	\$ 27,163,377	\$ 27,163,377	\$ 27,063,377	\$ 27,063,377	\$ 26,418,960	\$ 8,158,831	\$ 24,729,029
C18	91 SALARY - SPECIAL EDUCATION TEACHERS	\$ 5,786,082	\$ 5,786,082	\$ 5,736,082	\$ 5,736,082	\$ 5,528,610	\$ 1,498,269	\$ 5,738,604
C20	SALARY - ADULT EDUCATION	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 30,194	\$ 150,000
C22	SALARY - HOMEBOUND	\$ 125,000	\$ 125,000	\$ 125,000	\$ 125,000	\$ 125,000	\$ 9,075	\$ 125,000
C24	52 SALARY - SPECIAL AREA TEACHERS	\$ 3,305,682	\$ 3,305,682	\$ 3,305,682	\$ 3,305,682	\$ 3,127,509	\$ 809,022	\$ 3,269,796
C26	23 SALARY - PUPIL SERVICES	\$ 1,516,201	\$ 1,516,201	\$ 1,454,761	\$ 1,454,761	\$ 1,454,761	\$ 377,050	\$ 1,483,856
C28	13 SALARY - CLERICAL:SECONDARY SCHOOLS	\$ 694,353	\$ 694,353	\$ 694,353	\$ 694,353	\$ 535,410	\$ 168,573	\$ 546,054
C30	7 SALARY - CLERICAL:ELEM. SCHOOLS	\$ 310,681	\$ 310,681	\$ 310,681	\$ 310,681	\$ 262,551	\$ 98,733	\$ 270,874
C32	SALARY - SUBSTITUTE CLERKS	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 3,368	\$ 30,000
C34	SALARY - LUNCH AIDES	\$ 300,000	\$ -	\$ 300,000	\$ 316,053	\$ 300,000	\$ 106,267	\$ 300,000
C36	132 SALARY - TEACHER AIDES	\$ 3,044,326	\$ 3,044,326	\$ 3,044,326	\$ 3,044,326	\$ 3,131,743	\$ 1,143,426	\$ 3,199,671
C38	SALARY - PARA SUBS-INSTRUCTIONAL AIDES	\$ 105,000	\$ 105,000	\$ 105,000	\$ 105,000	\$ 105,000	\$ 53,181	\$ 105,000
C40	SALARY - DETACHED WORKER	\$ 98,261	\$ 98,261	\$ 98,261	\$ 98,261	\$ 98,261	\$ 38,683	\$ 98,261
C42	SALARY - SUBSTITUTE TEACHERS/INTERNS	\$ 689,815	\$ 689,815	\$ 689,815	\$ 680,500	\$ 689,815	\$ 92,022	\$ 689,815
C44	SALARY - SEVERANCE PAY	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 575,619	\$ 575,619	\$ 300,000
C46	13 SALARY - SCHOOL NURSES - PUBLIC	\$ 896,366	\$ 896,366	\$ 896,366	\$ 819,112	\$ 824,968	\$ 223,501	\$ 837,668
C48	2 SALARY - SCHOOL NURSES - NON-PUBLIC	\$ 143,480	\$ 143,480	\$ 143,480	\$ 143,480	\$ 145,480	\$ 14,590	\$ 150,480
C58	38 SALARY - CUSTODIANS	\$ 1,918,019	\$ 1,918,019	\$ 1,918,019	\$ 1,818,019	\$ 1,877,910	\$ 664,070	\$ 1,923,892
C60	SALARY - SUBSTITUTE CUSTODIANS	\$ 105,000	\$ 105,000	\$ 105,000	\$ 55,367	\$ 105,000	\$ -	\$ 105,000
C62	SALARY - OVERTIME : CUSTODIANS	\$ 79,638	\$ 79,638	\$ 79,638	\$ 64,683	\$ 79,638	\$ -	\$ 79,638
C64	14 SALARY - MAINTENANCE	\$ 827,083	\$ 827,083	\$ 827,083	\$ 727,083	\$ 802,378	\$ 331,829	\$ 861,073
C66	SALARY - OVERTIME : MAINTENANCE	\$ 60,799	\$ 60,799	\$ 60,799	\$ 40,799	\$ 60,799	\$ -	\$ 60,799
C68	SALARY - STUDENT ACTIVITY ADVISORS	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ -	\$ 100,000
C70	SALARY - ATHLETIC COACHES	\$ 175,500	\$ 175,500	\$ 175,500	\$ 152,000	\$ 175,000	\$ 9,036	\$ 175,000
C72	SALARY - COMMUNITY SERVICE: CUSTODIAL	\$ 16,000	\$ 16,000	\$ 16,000	\$ 8,000	\$ 16,000	\$ -	\$ 16,000
		\$ 51,922,019	\$ 51,622,019	\$ 51,710,579	\$ 51,323,975	\$ 51,438,469	\$ 15,801,502	\$ 50,232,258

## Budget Detail

		2021-2022 Actual	2022-2023 Approved Budget	2023-20234 Recommended Budget	Account Description
C04	Salary: Superintendent	\$ 187,337	\$ 187,337	\$ 190,759	Contractual salary for the Superintendent of Schools.
C06	Salary: Assistant Superintendent	\$ 152,466	\$ 160,000	\$ 160,000	Contractual salary for the Assistant Superintendent.
C07	Salary: Clerical-Central Office	\$ 516,604	\$ 928,590	\$ 956,176	Contractual salaries for Central Office secretaries and clerks.
C10	Salary: Principals	\$1,081,083	\$1,199,575	\$1,246,610	Contractual salaries for elementary schools, middle schools, and high school principals.
C12	Salary: Assistant Principals	\$ 929,234	\$ 904,759	\$ 951,794	Contractual salaries for middle school and high school assistant principals.
C14	Salary: Coordinators	\$1,114,632	\$1,334,374	\$1,381,409	Contractual salaries for subject area coordinators.



## Budget Detail

		2021-2022 Actual	2022-2023 Approved Budget	2023-2024 Recommended Budget	Account Description
C16	Salary: Classroom Teachers	\$27,063,377	\$26,418,960	\$24,729,029	Contractual salary for classroom teachers at all levels.
C18	Salary: Special Education Teachers	\$ 5,736,082	\$ 5,528,610	\$ 5,738,604	Contractual salary for special education teachers at all levels.
C20	Salary: Adult Education	\$ 150,000	\$ 150,000	\$ 150,000	A portion of the contractual salaries for the Adult Ed Director and teaching staff. Program also receives a State grant.
C22	Salary: Homebound	\$ 125,000	\$ 125,000	\$ 125,000	Contractual salaries to provide home instruction for students unable to attend classes for reasons of disability or expulsion.
C24	Salary: Special Area Teachers	\$ 3,305,682	\$ 3,127,506	\$ 3,269,769	Contractual salaries for itinerant, ESOL, guidance, and educational medial teachers.
C26	Salary: Pupil Services	\$ 1,454,761	\$ 1,454,761	\$ 1,483,856	Contractual salaries for psychologists, social workers, and speech and hearing therapists.

## Budget Detail

		2021-2022 Actual	2022-2023 Approved Budget	2023-2024 Recommended Budget	Account Description
C28	Salary: Clerical-Secondary Schools	\$ 694,353	\$ 535,410	\$ 546,054	Contractual salary for Carrigan, Bailey, and West Haven High School secretaries and clerks.
C30	Salary: Clerical-Elementary Schools	\$ 310,681	\$ 262,551	\$ 270,874	Contractual salary for all elementary schools secretaries and clerks.
C32	Salary: Substitute Clerks	\$ 30,000	\$ 30,000	\$ 30,000	Budget line item to provide coverage when regular employee is out of work.
C34	Salary: Lunch Aides	\$ 316,053	\$ 300,000	\$ 300,000	Budget line item to provide supervision for elementary school lunch.
C36	Salary: Teacher Aides	\$3,044,326	\$3,131,746	\$3,199,671	Contractual salaries for paraprofessionals.
C38	Salary: Para Sub-Instructional Aides	\$ 105,000	\$ 105,000	\$ 105,000	Budget line item to provide services to students when a paraprofessional is out of work.

## Budget Detail

		2021-2022 Actual	2022-2023 Approved Budget	2023-2034 Recommended Budget	Account Description
C40	Salary: Detached Worker	\$ 98,261	\$ 98,261	\$ 98,261	Contractual salaries for liaison employees who work with all student groups.
C42	Salary: Substitute Teachers/Interns	\$ 680,500	\$ 689,815	\$ 689,815	Budget line item to provide quality education when teachers are absent from school.
C44	Salary: Severance Pay	\$ 300,000	\$ 575,619	\$ 300,000	Contractual benefit paid for non-certified and certified staff upon retirement or death.
C46	Salary: School Nurse-Public	\$ 819,112	\$ 824,968	\$ 837,668	Contractual salaries for school nurses at all public schools.
C48	Salary: School Nurse-Non Public	\$ 143,480	\$ 145,480	\$ 150,480	Contractual salaries for school nurses at the non public schools.
C58	Salary: Custodians	\$1,818,019	\$1,877,910	\$1,923,892	Contractual salaries for custodial staff at all schools.

## Budget Detail

		2021-2022 Actual	2022-2023 Approved Budget	2023-2024 Recommended Budget	Account Description
C60	Salary: Substitute Custodians	\$ 55,367	\$ 105,000	\$ 105,000	Budget line item to provide substitute coverage when a regular employee is absent from work.
C62	Salary: Overtime Custodians	\$ 64,683	\$ 79,638	\$ 79,638	Contractual payments for overtime to custodians for snow removal, emergency call ins, etc.
C64	Salary: Maintenance	\$ 727,083	\$ 802,378	\$ 861,073	Contractual salaries for maintenance personnel for upkeep of the facilities and grounds.
C66	Salary: Maintenance Overtime	\$ 40,799	\$ 60,799	\$ 60,799	Contractual payments for overtime to maintenance personnel for snow removal, emergency call ins, ect.
C68	Salary: Student Activity Advisors	\$ 100,000	\$ 100,000	\$ 100,000	Contractual stipends to staff who supervise approved clubs and other activities.
C70	Salary: Athletic Coaches	\$ 152,000	\$ 175,500	\$ 175,000	Contractual stipends for coaches and assistant coaches of interscholastic competitive sports.

Budget Detail

		2021-2022 Actual	2022-2023 Approved Budget	2023-2024 Recommended Budget	Account Description
C72	Salary: Community Service- Custodial	\$ 8,000	\$ 16,000	\$ 16,000	Contractual stipends for custodial supervision of community activities in the schools.

# Operation of Plant

West Haven Board of Education's  
Recommended FY 24 Budget

		2020-21	2020-21	2021-22	2021-22	2022-23	2022-2023	2023-24
		BUDGET	ACTUAL	BUDGET	YTD	BUDGET	YTD	BUDGET
<b>OPERATION OF PLANT:</b>								
D02	RECYCLING	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D04	ELECTRICITY	\$ 1,108,733	\$ 1,101,709	\$ 1,108,733	\$ 1,183,947	\$ 1,108,733	\$ 368,240	\$ 1,208,733
D06	NATURAL GAS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D08	WATER	\$ 103,919	\$ 95,344	\$ 103,919	\$ 94,095	\$ 103,919	\$ 27,528	\$ 103,919
D10	TELEPHONE & COMMUNICATIONS	\$ 364,178	\$ 364,175	\$ 364,178	\$ 325,034	\$ 364,178	\$ 66,575	\$ 364,178
D12	RUBBISH REMOVAL	\$ 220,833	\$ 220,833	\$ 220,833	\$ 269,893	\$ 220,833	\$ 136,104	\$ 220,833
D14	CUSTODIAL SUPPLIES	\$ 163,049	\$ 163,050	\$ 163,049	\$ 163,050	\$ 163,049	\$ 129,356	\$ -
D16	HEAT FOR BUILDINGS	\$ 564,487	\$ 564,480	\$ 564,487	\$ 420,757	\$ 564,487	\$ 64,551	\$ 464,487
D18	EQUIPMENT: OPERATION OF PLANT	\$ 45,000	\$ 45,000	\$ 45,000	\$ 4,500	\$ 45,000	\$ 34,492	\$ -
D20	EQUIPMENT, SERVICES, & SUPPLIES	\$ 625,000	\$ 625,000	\$ 625,000	\$ 652,078	\$ 625,000	\$ 347,442	\$ 846,939
D22	UPKEEP OF GROUNDS SUPPLIES	\$ 14,050	\$ 14,050	\$ 14,050	\$ 14,050	\$ 14,050	\$ -	\$ -
D24	BUILDING SECURITY	\$ 388,740	\$ 388,740	\$ 388,740	\$ 388,740	\$ 388,740	\$ 362,630	\$ 388,740
D26	GAS, OIL & GREASE	\$ 34,090	\$ 34,090	\$ 34,090	\$ 34,090	\$ 34,090	\$ 5,302	\$ -
D28	REPAIR TO EQUIPMENT: MTCE	\$ 33,250	\$ 33,250	\$ 33,250	\$ 33,250	\$ 33,250	\$ 5,691	\$ -
D30	OTHER EXPENSES: MAINTENANCE	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 40,001	\$ -
D32	EQUIPMENT: MAINTENANCE OF PLANT	\$ 32,500	\$ 32,000	\$ 32,500	\$ 32,500	\$ 32,500	\$ 2,435	\$ -
D34	HVAC IMPROVEMENTS/REPAIRS	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 69,013	\$ 250,000
		\$ 3,847,829	\$ 3,831,721	\$ 3,847,829	\$ 3,765,984	\$ 3,847,829	\$ 1,659,360	\$ 3,847,829

## Budget Detail

		2021-2022 Actual	2022-2023 Approved Budget	2023-2024 Recommended Budget	Account Description
D04	Electricity	\$1,183,947	\$1,108,733	\$1,208,733	To provide electrical energy to all school facilities.
D08	Water	\$ 94,095	\$ 103,919	\$ 103,919	To provide water to all school facilities including the pools.
D10	Telephones & Communications	\$ 325,034	\$ 364,178	\$ 364,178	To provide communications for all school facilities.
D12	Rubbish Removal	\$ 269,893	\$ 220,833	\$ 220,833	To provide rubbish removal from all school facilities.
D14	Custodial Supplies	\$ 163,050	\$ 163,049	\$ -0-	To provide all hygienic and cleaning materials used in all school facilities.
D16	Heat for Buildings	\$ 420,757	\$ 564,487	\$ 464,487	To provide gas to heat all school facilities.



## Budget Detail

		2021-2022 Actual	2022-2023 Approved Budget	2023-2024 Recommended Budget	Account Description
D18	Equipment: Operation of Plant	\$ 4,500	\$ 45,000	\$ -0-	To provide equipment used to clean all school facilities.
D20	Equipment, Services, & Supplies	\$ 625,000	\$ 625,000	\$ 846,939	To provide necessary materials for maintenance and repairs for BOE employees and outside companies.
D22	Upkeep of Grounds: Supplies	\$ 14,050	\$ 14,050	\$ -0-	To provide grounds maintenance supplies.
D24	Building Security	\$ 388,740	\$ 388,740	\$ 388,740	To provide security at all school facilities.
D26	Gas, Oil, and Grease	\$ 34,090	\$ 34,090	\$ -0-	To provide gas and diesel fuel for the operation for all BOE vehicles and equipment.
D28	Repair to Equipment: Maintenance	\$ 33,250	\$ 33,250	\$ -0-	To provide repairs of all maintenance vehicles and equipment.

Budget Detail

		2021-2022 Actual	2022-2023 Approved Budget	2023-2024 Recommended Budget	Account Description
D30	Other Expenses: Maintenance	\$ 50,000	\$ 50,000	\$ -0-	To provide parts and supplies used by maintenance personnel.
D32	Equipment: Maintenance of Plant	\$ 32,500	\$ 32,500	\$ -0-	To provide equipment to maintain all school facilities and grounds.
D34	HVAC Improvements & Repairs	\$ 100,000	\$ 100,000	\$ 250,000	To provide for maintaining or improving HVAC systems.

# Health Benefits & Fixed Charges

West Haven Board of Education's  
Recommended FY 24 Budget

		2020-21	2020-21	2021-22	2021-22	2022-23	2022-2023	2023-24
		BUDGET	ACTUAL	BUDGET	YTD	BUDGET	YTD	BUDGET
<b>BENEFITS &amp; FIXED CHARGES</b>								
E02	TRAVEL, DUES & CONFERENCES	\$ 800	\$ -	\$ 800	\$ 800	\$ 800	\$ -	\$ 77,200
E04	CENTRAL OFFICE - DUES & CONF.	\$ 7,000	\$ 8,888	\$ 7,000	\$ 7,000	\$ 7,000	\$ 2,050	\$ -
E06	TRAVEL, CONV. & DUES: TCHRS/ADMIN.	\$ 50,000	\$ 125,528	\$ 50,000	\$ 40,239	\$ 50,000	\$ 19,068	\$ -
E08	PROFESSIONAL CERTIFICATION REIMB..	\$ 46,500	\$ 19,800	\$ 46,500	\$ 25,000	\$ 46,500	\$ 7,500	\$ 46,500
E10	TRAVEL - MAINTENANCE	\$ 19,400	\$ -	\$ 19,400	\$ -	\$ 19,400	\$ -	\$ -
E12	PROPERTY & LIABILITY INSURANCE	\$ 525,000	\$ 435,925	\$ 525,000	\$ 525,000	\$ 525,000	\$ 576,565	\$ 525,000
E14	HEALTH INSURANCE: CERTIFIED	\$ 9,487,344	\$ 8,368,014	\$ 9,487,344	\$ 9,487,344	\$ 9,487,344	\$ 3,413,724	\$ 9,847,344
E16	LIFE INSURANCE: CERTIFIED	\$ 187,913	\$ 245,619	\$ 187,913	\$ 249,170	\$ 187,913	\$ 102,092	\$ 187,913
E18	SOCIAL SECURITY	\$ 764,786	\$ 650,651	\$ 764,786	\$ 764,786	\$ 764,786	\$ 256,639	\$ 764,786
E20	RETIREMENT CONTRIBUTIONS	\$ 477,406	\$ 324,209	\$ 477,406	\$ 346,316	\$ 477,406	\$ 146,143	\$ 477,406
E22	MEDICARE ONLY - TAXES	\$ 881,908	\$ 764,939	\$ 881,908	\$ 881,908	\$ 881,908	\$ 242,148	\$ 881,908
E24	UNEMPLOYMENT COMPENSATION	\$ 100,000	\$ 155,892	\$ 100,000	\$ 100,000	\$ 100,000	\$ -	\$ 100,000
E26	HEALTH INSURANCE: NON-CERT.	\$ 4,617,748	\$ 4,527,475	\$ 4,617,748	\$ 4,991,731	\$ 4,617,748	\$ 2,009,395	\$ 4,977,748
E28	LIFE INSURANCE: NON-CERT.	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
E30	WORKER'S COMPENSATION	\$ 1,050,000	\$ 505,289	\$ 1,050,000	\$ 538,886	\$ 1,050,000	\$ 149,745	\$ 1,050,000
		\$ 18,215,805	\$ 16,132,229	\$ 18,215,805	\$ 17,958,180	\$ 18,215,805	\$ 6,925,069	\$ 18,935,805

## Budget Detail

		2021-2022 Actual	2022-2023 Approved Budget	2023-2024 Recommended Budget	Account Description
E02	Travel, Dues, & Conferences	\$ 800	\$ 800	\$ 77,200	Payments for approved employee travel, dues & conferences
E04	Central Office: Dues & Conferences	\$ 7,000	\$ 7,000	\$ -0-	Payments for dues and conferences for Central Office staff.
E06	Travel, Conferences, and Dues: Teachers/Admin	\$ 40,239	\$ 50,000	\$ -0-	Travel, conferences, and dues payments for teachers and administrators.
E08	Professional Certification Reimbursement	\$ 25,000	\$ 46,500	\$ 46,500	Reimbursement for graduate credit course completion by certified staff.
E10	Travel: Maintenance	\$ 0	\$ 19,400	\$ -0-	Travel allowance paid to maintenance personnel using their own vehicles.
E12	Property & Liability Insurance	\$ 525,000	\$ 525,000	\$ 525,000	Board of Education's portion of the premium payments for property and liability insurance.

## Budget Detail

		2021-2022 Actual	2022-2023 Approved Budget	2023-2024 Recommended Budget	Account Description
E14	Health Insurance: Certified	\$9,487,344	\$9,487,344	\$9,847,344	To provide contractual health insurance for certified employees.
E16	Life Insurance	\$ 249,170	\$ 187,913	\$ 187,913	To provide contractual life insurance benefit for certified and non certified employees.
E18	Social Security	\$ 764,786	\$ 764,786	\$764,786	Social Security tax payments for all eligible staff.
E20	Retirement Contributions	\$ 346,316	\$ 477,406	\$ 477,406	Contractual non-certified employees' benefit.
E22	Medicare Only-Taxes	\$ 881,908	\$ 881,908	\$ 881,908	1.45% tax for all certified staff hired on or after 4/1/1986.
E24	Unemployment Compensation	\$ 100,000	\$ 100,000	\$ 100,000	Payments for unemployment claims

Budget Detail

		2021-2022 Actual	2022-2023 Approved Budget	2023-2024 Recommended Budget	Account Description
E26	Health Insurance: Non-Certified	\$4,991,731	\$4,617,748	\$4,977,748	To provide contractual health insurance to non-certified staff.
E30	Worker's Compensation	\$ 538,886	\$1,050,000	\$1,050,000	Payments for worker's compensation claims for BOE employees.

# **Purchased Services**



West Haven Board of Education's  
Recommended FY 24 Budget

		2020-21	2020-21	2021-22	2021-22	2022-23	2022-2023	2023-24
		BUDGET	ACTUAL	BUDGET	YTD	BUDGET	YTD	BUDGET
<b>PURCHASED SERVICES:</b>								
F01	FOOD SERVICE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
F02	POSTAGE	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 681	\$ 60,000
F04	PRINTING AND PUBLISHING	\$ 35,000	\$ 35,000	\$ 35,000	\$ 32,650	\$ 35,000	\$ 936	\$ -
F06	PHOTOCOPY SERVICES	\$ 269,809	\$ 269,809	\$ 269,809	\$ 269,809	\$ 269,809	\$ 165,637	\$ 383,309
F08	BOARD OF ED. - MISC. EXPENSES	\$ 1,350	\$ 3,560	\$ 1,350	\$ 1,350	\$ 1,350	\$ 330	\$ -
F10	DATA PROCESSING SERVICES	\$ 78,500	\$ 78,500	\$ 78,500	\$ 75,999	\$ 78,500	\$ 39,586	\$ -
F12	CONSULTANT SERVICES	\$ 260,000	\$ 260,000	\$ 260,000	\$ 260,000	\$ 260,000	\$ 111,446	\$ 260,000
F14	SERVICE CONTRACTS	\$ 265,000	\$ 265,000	\$ 265,000	\$ 265,000	\$ 265,000	\$ 135,202	\$ 265,000
F18	BOARD OF ED. - OFFICE SUPPLIES	\$ 1,800	\$ 68	\$ 1,800	\$ 1,800	\$ 1,800	\$ -	\$ 3,150
F20	CENTRAL OFFICE - SUPPLIES	\$ 22,500	\$ 49,093	\$ 22,500	\$ 22,500	\$ 22,500	\$ 20,000	\$ 26,000
F22	CENTRAL OFFICE - MISC. EXPENSE	\$ 3,500	\$ -	\$ 3,500	\$ 3,500	\$ 3,500	\$ 1,142	\$ -
F26	POLICE AND FIRE	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 10,395	\$ 75,000
F28	BOARD OF ED. - DUES & CONFERENCES	\$ 25,200	\$ 25,200	\$ 25,200	\$ 25,200	\$ 25,200	\$ 1,576	\$ 25,200
F30	SUBSCRIPTIONS	\$ 3,500	\$ 60,956	\$ 3,500	\$ 3,500	\$ 3,500	\$ 1,964	\$ 3,500
F32	EDWARD BENNETT RINK	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
F34	FRANK FITZGERALD SPORTS COMPLEX	\$ 60,000	\$ 120,978	\$ 60,000	\$ 60,000	\$ 60,000	\$ -	\$ 60,000
		\$ 1,161,159	\$ 1,303,165	\$ 1,161,159	\$ 1,156,308	\$ 1,161,159	\$ 488,895	\$ 1,161,159

## Budget Detail

		2021-2022 Actual	2022-2023 Approved Budget	2023-2034 Recommended Budget	Account Description
F02	Postage	\$ 60,000	\$ 60,000	\$ 60,000	To provide all services associated with mail delivery.
F04	Printing and Publishing	\$ 32,650	\$ 35,000	\$ -0-	To provide various administrative and school forms.
F06	Photocopy Services	\$ 269,809	\$ 269,809	\$ 383,309	To provide photocopy services for all schools.
F08	Board of Education- Misc. Expense	\$ 3,560	\$ 1,350	\$ -0-	To provide seminars, journals, meetings, travel, and out of pocket expenses for Board Members.
F10	Data Processing Services	\$ 75,999	\$ 78,500	\$ -0-	To provide data processing services for administrative and teacher related functions.
F12	Consultant Services	\$ 260,000	\$ 260,000	\$ 260,000	Contracts with outside agency to support the BOE's daily functions.

## Budget Detail

		2021-2022 Actual	2022-2023 Approved Budget	2023-2024 Recommended Budget	Account Description
F14	Service Contracts	\$ 265,000	\$ 265,000	\$ 265,000	Contracts with outside agencies to preform duties outside of the BOE's expertise.
F18	Board of Education- Office Supplies	\$ 1,800	\$ 1,800	\$ 3,150	To provide materials necessary to conduct the business of the Board of Education.
F20	Central Office- Supplies	\$ 22,500	\$ 22,500	\$ 26,000	To provide all administrative supplies.
F22	Central Office- Misc. Expense	\$ 3,500	\$ 3,500	\$ -0-	To provide for various administrative expenses.
F26	Police and Fire	\$ 75,000	\$ 75,000	\$ 75,000	To provide SROs and other supervision at all school facilities.
F28	Board of Education- Conferences and Dues	\$ 25,200	\$ 25,200	\$ 25,200	To provide dues to CABE, ACES, ect. and various conference fees.

Budget Detail

		2021-2022 Actual	2022-2023 Approved Budget	2023-2024 Recommended Budget	Account Description
F30	Subscriptions	\$ 3,500	\$ 3,500	\$ 3,500	To provide various professional publications.
F34	Frank Fitzgerald Sports Complex	\$ 60,000	\$ 60,000	\$ 60,000	To provide funding for the anticipated shortfall between revenue and expenses.

# **Instructional Supports**

West Haven Board of Education's  
Recommended FY 24 Budget

		2020-21	2020-21	2021-22	2021-22	2022-23	2022-2023	2023-24
		BUDGET	ACTUAL	BUDGET	YTD	BUDGET	YTD	BUDGET
<b>INSTRUCTIONAL SUPPORTS:</b>								
G02	SUB FINDER/ANSWERING SERVICE	\$ 10,850	\$ 10,850	\$ 10,850	\$ 10,850	\$ 10,850	\$ 3,964	\$ 10,850
G04	REPAIR TO EQUIPMENT: INSTRUCTION	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 20,249	\$ 25,000
G06	MISCELLANEOUS EXPENSES	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 2,450	\$ -
G08	ELEMENTARY READING DEVELOPMENT	\$ 12,000	\$ 12,000	\$ 12,000	\$ 12,000	\$ 12,000	\$ 3,018	\$ 12,000
G10	TEACHING SUPPLIES	\$ 314,400	\$ 315,538	\$ 314,400	\$ 314,400	\$ 314,400	\$ 219,905	\$ 504,400
G12	TEXTBOOKS	\$ 225,000	\$ 225,000	\$ 225,000	\$ 225,000	\$ 225,000	\$ 140,578	\$ 225,000
G14	PERIODICALS	\$ 13,500	\$ 13,500	\$ 13,500	\$ 13,500	\$ 13,500	\$ 10,661	\$ 13,500
G16	EDUCATIONAL MEDIA SUPPLIES	\$ 120,000	\$ 120,000	\$ 120,000	\$ 120,000	\$ 120,000	\$ 5,335	\$ -
G18	STANDARDIZED TESTING PROGRAM	\$ 54,750	\$ 54,000	\$ 54,750	\$ 54,750	\$ 54,750	\$ 350	\$ 54,750
G20	CURRICULUM DEVELOPMENT & STAFF DEV.	\$ 45,000	\$ 49,448	\$ 45,000	\$ 45,000	\$ 45,000	\$ 12,924	\$ 45,000
G22	LIBRARY BOOKS	\$ 37,500	\$ 37,500	\$ 37,500	\$ 37,500	\$ 37,500	\$ 28,817	\$ 42,500
G24	OTHER LIBRARY EXPENSE	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 4,623	\$ -
G26	EQUIPMENT: NON-INSTRUCTIONAL	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 3,753	\$ 20,000
G28	EQUIPMENT: INSTRUCTIONAL	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 23,804	\$ -
G29	TECHNOLOGY	\$ 320,000	\$ 320,000	\$ 320,000	\$ 320,000	\$ 320,000	\$ 69,306	\$ 320,000
G32	MEDICAL SERVICES: SUPPLIES	\$ 11,500	\$ 11,377	\$ 11,500	\$ 11,500	\$ 11,500	\$ 3,719	\$ 36,500
G34	MEDICAL SERVICES: MISC. EXPENSE	\$ 25,000	\$ 20,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 9,344	\$ -
G36	EQUIPMENT: MEDICAL SERVICES	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ -	\$ 10,000
G38	EQUIPMENT AND SUPPLIES: ACTIVITIES	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 53,124	\$ 100,000
		\$ 1,419,500	\$ 1,419,213	\$ 1,419,500	\$ 1,419,500	\$ 1,419,500	\$ 615,924	\$ 1,419,500

## Budget Detail

		2021-2022 Actual	2022-2023 Approved Budget	2023-2024 Recommended Budget	Account Description
G02	Answering Service	\$ 10,850	\$ 10,850	\$ 10,850	Cost of substitute procurement software used by the teachers.
G04	Repair to Equipment: Instruction	\$ 25,000	\$ 25,000	\$ 25,000	To provide repairs to instructional equipment.
G06	Miscellaneous Expense	\$ 20,000	\$ 20,000	\$ -0-	To provide for various instructional expenses.
G08	Elementary Reading Development	\$ 12,000	\$ 12,000	\$ 12,000	To provide for supplies and materials to enhance the elementary reading program.
G10	Teaching Supplies	\$ 314,400	\$ 314,400	\$ 504,400	To provide for all consumable materials necessary to conduct instruction.
G12	Textbooks	\$ 225,000	\$ 225,000	\$ 225,000	To provide for new and replacement textbooks, workbooks, and periodicals used in the classroom.

## Budget Detail

		2021-2022 Actual	2022-2023 Approved Budget	2023-2034 Recommended Budget	Account Description
G14	Periodicals	\$ 13,500	\$ 13,500	\$ 13,500	To provide current magazines and newspapers used in classrooms and libraries.
G16	Educational Media Supplies	\$ 120,000	\$ 120,000	\$ -0-	To provide new and replacement technological supplies used in the classroom.
G18	Standardized Testing Program	\$ 54,750	\$ 54,750	\$ 54,750	To provide for expenses related to SBAC and other testing.
G20	Curriculum Development & Staff Development	\$ 45,000	\$ 45,000	\$ 45,000	Services performed to assist in the enhancement of the teaching process.
G22	Library Books	\$ 37,500	\$ 37,500	\$ 42,500	To provide for replacements and additions to the library collections in each school.
G24	Other Library Expenses	\$ 5,000	\$ 5,000	\$ -0-	To provide materials for the administration of the library program.



## Budget Detail

		2021-2022 Actual	2022-2023 Approved Budget	2023-2024 Recommended Budget	Account Description
G26	Equipment- Non Instruction	\$ 20,000	\$ 20,000	\$ 20,000	To provide for the replacement of non-instructional equipment.
G28	Equipment-Instruction	\$ 50,000	\$ 50,000	\$ -0-	To provide new equipment used directly for instruction.
G29	Technology	\$ 320,000	\$ 320,000	\$ 320,000	To provide equipment for the district's technology plan.
G32	Medical Services: Supplies	\$ 11,500	\$ 11,500	\$ 36,500	To provide all supplies used by the medical services department.
G34	Medical Services: Misc. Expense	\$ 25,000	\$ 25,000	\$ -0-	To provide for various expenses within the medical services department.
G36	Equipment: Medical Services	\$ 10,000	\$ 10,000	\$ 10,000	To provide all necessary equipment for the medical services department.

Budget Detail

	2021-2022 Actual	2022-2023 Approved Budget	2023-2024 Recommended Budget	Account Description
G38 Equipment and Supplies: Activities	\$ 100,000	\$ 100,000	\$ 100,000	To provide equipment and supplies for all interscholastic sports programs.

# **State and Federal Grants**

# ADDITIONAL FUNDING SOURCES

Grants	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24
Alliance Grant	\$3,741,184	\$4,389,142	\$6,001,073	\$7,559,141	\$8,940,201	\$9,899,377	\$10,858,553*
Cares Act				\$2,034,327			
Covid Relief Funds				\$1,281,843			
ESSER II					\$9,019,305**		
ARP/ESSER III					\$19,476,456***		
IDEA	\$1,546,563	\$1,608,800	\$1,617,043	\$1,680,229	\$1,756,645	\$1,824,002	
IDEA Preschool	\$54,147	\$55,783	\$56,936	\$57,324	\$57,937	\$60,436	
Title I	\$2,567,577	\$2,494,981	\$2,454,492	\$2,601,189	\$2,964,007	\$2,943,930	
Title II	\$348,970	\$304,777	\$290,886	\$295,292	\$332,124	\$269,342	
Title III	\$103,418	\$108,243	\$116,330	\$116,336	\$122,570	\$133,016	

\*Projected Increase

\*\*ESSER II funds are available to be used until September 30, 2023

\*\*\*ARP/ESSER III funds are available to be used until September 30, 2024

<b>FY 2023 Projected Budget: All Funds</b>	<b>Original Projection</b>	<b>Projected</b>		
<b>Expenditure Category</b>	<b>FY 2022</b>	<b>FY 2023</b>	<b>\$ Change</b>	<b>% Change</b>
Tuition	\$10,574,694	\$11,187,679	\$612,985	5.8%
Student Transportation	\$5,359,512	\$5,390,445	\$30,933	0.6%
Salaries	\$56,750,588	\$60,547,128	\$3,796,540	6.7%
Operation of Plant	\$4,356,889	\$5,156,889	\$800,000	18.4%
Benefits and Fixed Charges	\$18,763,364	\$19,344,212	\$580,848	3.1%
Purchases Services	\$1,636,159	\$1,761,159	\$125,000	7.6%
Instructional Supports	\$3,472,929	\$2,619,500	(\$853,429)	-24.6%
<b>Total Expenditures: All Funds</b>	<b>\$100,914,135</b>	<b>\$106,007,012</b>	<b>\$5,092,877</b>	<b>5.0%</b>

<b>FY 2023 Projected Budget: All Funds</b>	<b>Original Projection</b>	<b>Projected</b>		
<b>Funding Sources</b>	<b>FY 2022</b>	<b>FY 2023</b>	<b>\$ Change</b>	<b>% Change</b>
General Fund (including ECS and Local Support)	89,960,421	\$89,960,421	\$0	0.0%
Balance of ECS Alliance	\$3,874,687	\$6,636,807	\$2,762,120	71.3%
Special Education Excess Cost	2,328,657	\$2,400,465	\$71,808	3.1%
All Other Grant Sources	\$4,750,370	\$7,009,319	\$2,258,949	47.6%
<b>Total Expenditures: All Funds</b>	<b>\$100,914,135</b>	<b>\$106,007,012</b>	<b>\$5,092,877</b>	<b>5.0%</b>

## West Haven Board of Education FY 2023 All Funding Sources

Sources		FY23 Proposed Budget	Special Ed Excess Cost Grant	Balance of Alliance Grant	ESSER II	ARP/ESSER III	Total All Sources
General Fund Contribution from Tax and Local Revenues		\$ 44,134,841					
ECS Base Grant		\$ 42,141,126					
ECS Alliance Grant		\$ 3,684,454					
Other Grant		\$ -	\$ 2,400,465	\$ 6,636,807	\$ 2,942,668	\$ 4,066,651	
<b>Totals</b>		<b>\$ 89,960,421</b>	<b>\$ 2,400,465</b>	<b>\$ 6,636,807</b>	<b>\$ 2,942,668</b>	<b>\$ 4,066,651</b>	<b>\$ 106,007,012</b>
Uses	# of employees	GF Budget for Education	Special Ed Excess Cost Grant	Balance of Alliance Grant	ESSER II	ARP/ESSER III	Total All Sources
Superintendent	1	\$ 190,759					\$ 190,759
Assistant Superintendent	1	\$ 160,000					\$ 160,000
Clerical Central Office	18	\$ 928,590					\$ 928,590
Principals	9	\$ 1,199,575					\$ 1,199,575
Assistant Principals	8	\$ 904,759					\$ 904,759
Coordinators	10	\$ 1,334,374					\$ 1,334,374
Classroom Teachers	424	\$ 26,518,934		\$ 1,812,261	\$ 2,732,668	\$ 2,825,000	\$ 33,888,863
Special Education Teachers	91	\$ 5,626,082			\$ 110,000	\$ 552,227	\$ 6,288,309
Adult Education		\$ 150,000					\$ 150,000
Homebound		\$ 125,000					\$ 125,000
Special Area Teachers	52	\$ 3,205,682			\$ 100,000	\$ 467,303	\$ 3,772,985
Pupil Services	23	\$ 1,454,761				\$ 222,121	\$ 1,676,882
Clerical Secondary Schools	13	\$ 535,410					\$ 535,410
Clerical Elementary Schools	7	\$ 262,551					\$ 262,551
Substitute Clerks		\$ 30,000					\$ 30,000
Lunch Aides		\$ 300,000					\$ 300,000
Teachers Aides	132	\$ 3,131,743		\$ 287,079			\$ 3,418,822
Para Sub Instructional Aides		\$ 105,000					\$ 105,000
Detached Worker		\$ 98,261					\$ 98,261
Substitute Teachers/Interns		\$ 689,815					\$ 689,815
Severance Pay		\$ 300,000					\$ 300,000
School Nurse Public	13	\$ 824,968					\$ 824,968
School Nurse Non-Public	2	\$ 145,480					\$ 145,480
Custodians	38	\$ 1,877,910					\$ 1,877,910

Uses	# of employees	GF Budget for Education	Special Ed Excess Cost Grant	Balance of Alliance Grant	ESSER II	ARP/ESSER III	Total All Sources
Substitute Custodians		\$ 105,000					\$ 105,000
Overtime Custodians		\$ 79,638					\$ 79,638
Maintenance	14	\$ 802,378					\$ 802,378
Maintenance Overtime		\$ 60,799					\$ 60,799
Student Activity Advisors		\$ 100,000					\$ 100,000
Athletic Coaches		\$ 175,000					\$ 175,000
Community Service Custodial		\$ 16,000					\$ 16,000
<b>Salaries</b>		<b>\$ 51,438,469</b>		<b>\$ 2,099,340</b>	<b>\$ 2,942,668</b>	<b>\$ 4,066,651</b>	<b>\$ 60,547,128</b>
Central Office Travel		\$ 800					\$ 800
Central Office Dues and Conferences		\$ 7,000					\$ 7,000
Travel, Conferences and Dues: Teachers/Admin		\$ 50,000					\$ 50,000
Professional Certification Reimbursement		\$ 46,500					\$ 46,500
Travel: Maintenance		\$ 19,400					\$ 19,400
Property and Liability Insurance		\$ 525,000					\$ 525,000
Health Insurance: Certified		\$ 9,487,344		\$ 564,204			\$ 10,051,548
Life Insurance		\$ 187,913					\$ 187,913
Social Security		\$ 764,786					\$ 764,786
Retirement Contributions		\$ 477,406					\$ 477,406
Medicare Only-Taxes		\$ 881,908					\$ 881,908
Unemployment Compensation		\$ 100,000					\$ 100,000
Health Insurance: Non-Certified		\$ 4,617,748		\$ 564,204			\$ 5,181,952
Worker's Compensation		\$ 1,050,000					\$ 1,050,000
<b>Benefits &amp; Fixed Charges</b>		<b>\$ 18,215,805</b>		<b>\$ 1,128,407</b>			<b>\$ 19,344,212</b>
Tuition		\$ 8,487,214	\$ 2,400,465	\$ 300,000			\$ 11,187,679
							\$ -
Bus Service Public		\$ 3,110,372					\$ 3,110,372
Bus Service Non Public		\$ 278,537					\$ 278,537
Regional Vo Tech		\$ 238,850					\$ 238,850
Regional Voc Ag		\$ 75,364					\$ 75,364
Special Education		\$ 1,577,605					\$ 1,577,605
Student Activities		\$ 109,717					\$ 109,717
<b>Student Transportation</b>		<b>\$ 5,390,445</b>					<b>\$ 5,390,445</b>
Electricity		\$ 1,108,733					\$ 1,108,733
Water		\$ 103,919					\$ 103,919
Telephones & Communications		\$ 364,178					\$ 364,178
Rubbish Removal		\$ 220,833					\$ 220,833

Uses	# of employees	GF Budget for Education	Special Ed Excess Cost Grant	Balance of Alliance Grant	ESSER II	ARP/ESSER III	Total All Sources
Custodial Supplies		\$ 163,049					\$ 163,049
Heat for Buildings		\$ 564,487					\$ 564,487
Equipment: Operation of Plant		\$ 45,000					\$ 45,000
Repairs to Buildings		\$ 625,000		\$ 500,000			\$ 1,125,000
Upkeep of Grounds: Supplies		\$ 14,050					\$ 14,050
Building Security		\$ 388,740		\$ 809,060			\$ 1,197,800
Gas, Oil, and Grease		\$ 34,090					\$ 34,090
Repairs to Equipment: Maintenance		\$ 33,250					\$ 33,250
Other Expenses: Maintenance		\$ 50,000					\$ 50,000
Equipment: Maintenance of Plant		\$ 32,500					\$ 32,500
Improvements to Sites		\$ 100,000					\$ 100,000
<b>Operation of Plant</b>		<b>\$ 3,847,829</b>		<b>\$ 1,309,060</b>			<b>\$ 5,156,889</b>
Sub Finder/Answering Service		\$ 10,850					\$ 10,850
Repair to Equipment: Instruction		\$ 25,000					\$ 25,000
Miscellaneous Expenses		\$ 20,000					\$ 20,000
Elementary Reading Development		\$ 12,000					\$ 12,000
Teaching Supplies		\$ 314,400		\$ 400,000			\$ 714,400
Textbooks		\$ 225,000					\$ 225,000
Periodicals		\$ 13,500					\$ 13,500
Educational Media Supplies		\$ 120,000					\$ 120,000
Standardized Testing Program		\$ 54,750					\$ 54,750
Curriculum Development & Staff Development		\$ 45,000		\$ 500,000			\$ 545,000
Library Books		\$ 37,500					\$ 37,500
Other Library Expense		\$ 5,000					\$ 5,000
Equipment: Non-Instructional		\$ 20,000					\$ 20,000
Equipment: Instructional		\$ 50,000					\$ 50,000
Technology		\$ 320,000		\$ 300,000			\$ 620,000
Medical Services: Supplies		\$ 11,500					\$ 11,500
Medical: Misc. Expense		\$ 25,000					\$ 25,000
Equipment: Medical Services		\$ 10,000					\$ 10,000
Equipment and Supplies: Activities		\$ 100,000					\$ 100,000
<b>Instructional Supports</b>		<b>\$ 1,419,500</b>		<b>\$ 1,200,000</b>			<b>\$ 2,619,500</b>
Postage		\$ 60,000					\$ 60,000
Printing and Publishing		\$ 35,000					\$ 35,000
Photocopy Services		\$ 269,809					\$ 269,809
Board of Education-Misc Expense		\$ 1,350					\$ 1,350
Data Processing Services		\$ 78,500					\$ 78,500



Uses	# of employees	GF Budget for Education	Special Ed Excess Cost Grant	Balance of Alliance Grant	ESSER II	ARP/ESSER III	Total All Sources
Consultant Services		\$ 260,000		\$ 125,000			\$ 385,000
Service Contracts		\$ 265,000		\$ 125,000			\$ 390,000
Board of Education-Office Supplies		\$ 1,800					\$ 1,800
Central Office-Supplies		\$ 22,500					\$ 22,500
Central Office-Misc Expense		\$ 3,500					\$ 3,500
Police and Fire		\$ 75,000		\$ 350,000			\$ 425,000
Board of Education-Conferences and Dues		\$ 25,200					\$ 25,200
Subscriptions		\$ 3,500					\$ 3,500
Sports Complex		\$ 60,000					\$ 60,000
<b>Purchased Services</b>		<b>\$ 1,161,159</b>		<b>\$ 600,000</b>			<b>\$ 1,761,159</b>
<b>Board of Education</b>		<b>\$ 89,960,421</b>	<b>\$ 2,400,465</b>	<b>\$ 6,636,807</b>	<b>\$ 2,942,668</b>	<b>\$ 4,066,651</b>	<b>\$ 106,007,012</b>



# WEST HAVEN PUBLIC SCHOOLS

*"Schools Committed to Excellence"*

West Haven Board of Education  
355 Main Street, West Haven, CT 06516

Telephone: (203) 937-4300 ext. 7122 Fax: (203) 931-4736

Matthew Cavallaro *MC*  
Director of Finance  
[matthew.cavallaro@whschools.org](mailto:matthew.cavallaro@whschools.org)

February 24, 2023

To: MARB Board Members  
Re: Food Service Operation

All students in the West Haven Board of Education are eligible for free breakfast and lunch, regardless of socio-economic status, in each of our nine public schools. This is possible due to the Community Eligibility Program (CEP) through the National School Lunch Program (NSLP). Governor Lamont's free meal executive order aging out will not impact our student's ability to access free breakfast and lunch. West Haven uses a Food Service Management Company (FSMC), Sodexo, to operate the lunch program in our schools.

The Food Service operation is a self-sustaining program with a positive fund balance after the completion of the FY21 audit. This fund balance increased in FY22 as well. The financial statements for FY22 and FY23 are enclosed. Any profits made by the lunch program must be reinvested into the program. We have recently invested in new efficient equipment for all schools, except West Haven High School (recently completed new construction project). As a result of being a CEP school district, our revenues have increased substantially. Revenues have increased over 46% compared to the pre-pandemic numbers. Our partnership with Sodexo have allowed us to control expenses and allows the district to run a program that benefits the students and the district with a profitable program.

YEAR-TO-DATE BUDGET REPORT

FOR 2023 13

ACCOUNTS FOR:	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
801 FOOD SERVICE							
<b>000 NULL</b>							
80170045 45112 NATIONAL SCHOOL	0	0	0	-2,262,705.33	.00	2,262,705.33	100.0%
80170046 46422 BAILEY MIDDLE SC	0	0	0	-6,129.55	.00	6,129.55	100.0%
80170046 46423 CARRIGAN MIDDLE	0	0	0	-7,484.15	.00	7,484.15	100.0%
80170046 46433 ST LAWRENCE SCHO	0	0	0	-75.00	.00	75.00	100.0%
80170046 46490 FOOD SERVICE MIS	0	0	0	-7,388.10	.00	7,388.10	100.0%
80170048 48100 OPERATING TRANSF	0	0	0	-100,000.00	.00	100,000.00	100.0%
80175030 51000 REGULAR WAGES	0	0	0	570,223.71	.00	-570,223.71	100.0%
80175030 52510 MAINTENANCE SERV	0	0	0	4,549.00	.00	-4,549.00	100.0%
80175030 52535 PEST CONTROL	0	0	0	1,390.00	.00	-1,390.00	100.0%
80175030 52580 EQUIPMENT MAINTEN	0	0	0	59,423.36	.00	-59,423.36	100.0%
80175030 52750 FEES AND CHARGES	0	0	0	927,016.95	364,325.41	-1,291,342.36	100.0%
80175030 52780 UNIFORM ALLOWANC	0	0	0	2,646.00	.00	-2,646.00	100.0%
80175030 53480 FOOD	0	0	0	4,635.00	4,783.50	-9,418.50	100.0%
80175030 55670 OTHER EQUIPMENT	0	0	0	114,482.72	380,440.88	-494,923.60	100.0%
TOTAL NULL	0	0	0	-699,415.39	749,549.79	-50,134.40	100.0%
TOTAL FOOD SERVICE	0	0	0	-699,415.39	749,549.79	-50,134.40	100.0%
TOTAL REVENUES	0	0	0	-2,383,782.13	.00	2,383,782.13	
TOTAL EXPENSES	0	0	0	1,684,366.74	749,549.79	-2,433,916.53	



YEAR-TO-DATE BUDGET REPORT

FOR 2022 13

ACCOUNTS FOR:	ORIGINAL APPROP	TRANFRS/ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
801 FOOD SERVICE							
<b>000 NULL</b>							
80170045 45112 NATIONAL SCHOOL	0	0	0	-5,366,807.61	.00	5,366,807.61	100.0%
80170046 46433 ST LAWRENCE SCHO	0	0	0	-108.00	.00	108.00	100.0%
80170046 46490 FOOD SERVICE MIS	0	0	0	-19,002.53	.00	19,002.53	100.0%
80175010 51000 REGULAR WAGES	0	0	0	602,183.77	.00	-602,183.77	100.0%*
80175030 51000 REGULAR WAGES	0	0	0	1,040,839.34	.00	-1,040,839.34	100.0%*
80175030 52510 MAINTENANCE SERV	0	0	0	2,507.54	.00	-2,507.54	100.0%*
80175030 52535 PEST CONTROL	0	0	0	2,744.00	.00	-2,744.00	100.0%*
80175030 52580 EQUIPMENT MAINTEN	0	0	0	41,317.87	1,600.00	-42,917.87	100.0%*
80175030 52750 FEES AND CHARGES	0	0	0	2,361,574.50	.00	-2,361,574.50	100.0%*
80175030 52780 UNIFORM ALLOWANC	0	0	0	2,630.00	.00	-2,630.00	100.0%*
80175030 53480 FOOD	0	0	0	12,321.00	.00	-12,321.00	100.0%*
80175030 54110 HEALTH INSURANCE	0	0	0	205,914.16	.00	-205,914.16	100.0%*
80175030 54130 FICA-CITY'S SHAR	0	0	0	105,805.58	.00	-105,805.58	100.0%*
80175030 55670 OTHER EQUIPMENT	0	0	0	6,400.00	.00	-6,400.00	100.0%*
80175030 56360 BANK SERVICE FEE	0	0	0	80.38	.00	-80.38	100.0%*
TOTAL NULL	0	0	0	-1,001,600.00	1,600.00	1,000,000.00	100.0%
TOTAL FOOD SERVICE	0	0	0	-1,001,600.00	1,600.00	1,000,000.00	100.0%
TOTAL REVENUES	0	0	0	-5,385,918.14	.00	5,385,918.14	
TOTAL EXPENSES	0	0	0	4,384,318.14	1,600.00	-4,385,918.14	



**Shoreline Wellness Center & Behavioral Health Clinic**  
**415 Main Street**  
**West Haven, CT 06516**  
[www.shorelinewellnesscenter.com](http://www.shorelinewellnesscenter.com)

**MARB**

February 24, 2023

To Whom It May Concern;

After attending the February 16th MARB meeting, we are writing to inform you that we are extremely discouraged and disheartened by the outcome. We were available for comment and questions at that meeting; however, we were unable to unmute ourselves.

As you are aware, we purchased or thought we had purchased the Blake Building in February 2022 (please see attached article from the New Haven Register). From our end, Shoreline followed all of the protocols as instructed, including attending the council meetings, having plans drafted for the purchase and usage of the building, awaiting planning and zoning changes, seeking approval from City Council, etc. We were successful in every aspect of our journey toward finalizing the purchase, as all these issues were tackled and overcome. In November of 2022, the “closing” of the property went before City Council, and Shoreline paid in full for the purchase of the building. We immediately began working on the process of making the building usable. While it may seem like another month's delay isn't incredibly time-constraining, we disagree as we have been in this state of limbo since signing the purchase agreement in February of 2022. Now we are delayed at least another month.

We are a certified Woman-owned business in the State of Connecticut. I think it is public policy that the government in the State of Connecticut promotes women-owned businesses. We have been contributing members of this community as businesses and individuals. We are proud that our family and the families of so many employees- live, work, and thrive right here in West Haven.

Our positive reputation as a West Haven business and our giving back to this community, helping those struggling with mental illness, are valuable assets to this community. Our business is now in jeopardy because we have invested so much time and money into purchasing this building. Delay impacts our grant opportunities. We are on a tight timeline due to the state's telehealth mandates being set to expire this June. Shoreline needs a large enough space to hold all in-person visits if this mandate is not renewed, which it likely may not be. All of these delays have put our business in jeopardy and, more importantly, our patient care. We understand the MARB is going to discuss this again at the meeting at the end of this month, and we hope that a resolution will be reached. If a favorable decision at the February 28, 2023, meeting is not made for the livelihood of our business, we will have no choice but to pull out of this deal. We are available for any questions.

Yours Truly,

A handwritten signature in black ink, appearing to read 'Cara M. Powers', with a long, sweeping underline.

Dr. Cara M. Powers  
Founder & Director  
Shoreline Wellness Center & Behavioral Health Clinic

## **MEMORANDUM TO MARB BOARD CONCERNING SALE OF VACANT BUILDING IN WEST HAVEN, CONNECTICUT**

To Whom it May Concern:

Submitted for the Board's review is the sale of a vacant building and surrounding property.

### **BUILDING:**

Locally the building is known as the Blake Administrative Building School so named for the late State Sen. William T. Blake, a former West Haven resident and engineer by trade who served as the Senator for the #14 district. The late Sen. Blake died at a young age. Prior to serving as the Administrative Offices of the Board of Education for about 50 years the building was known as the Lincoln Elementary School. In 1928 the City acquired 21 building lots to build the school.

The building was last used as a school building in 2010. It had been used by the University of New Haven for a short time, but they expressed no long term interest. For the last five years the building has only been used as secondary storage and is not maintained. Because of renovations performed to convert the building to administrative purposes, the building has not historic value.

### **PROPOSED USE:**

An existing West Haven business proposed expansion of their business into the Blake Building. The Shoreline Wellness Center provides behavioral health services to persons of all ages. The staff includes Child and Adult Psychiatrists. They have outgrown their current location. Outwardly, the building will not look different, but the interior will be renovated.

**TAXES/FEES:**

The new development will generate approximately \$30,000.00 in City annual property tax revenue in addition to the fire dist. Tax. The project will generate at least \$30,000.00 in building permit fees as well as payments to the sewer department. The City will save approximately \$20,000.00 in annual costs concerning oversight of the vacant building. The buyers currently rent their place of business.

**DEVELOPMENT HISTORY:**

In late 2018, the City put an RFP out for development of three vacant school buildings including the Blake Administrative Building. The winning approved bidder eventually withdrew. The next best proposal was then selected. A contract was entered into in February, 2020. That contract expired with no action by the developer probably because of COVID.

The City next considered three development proposals.

Park Lane Group: 24 over 55 (age) units, \$7 million investment (all public funding), all from tax credits and public sources. Hoped for some retail or mixed use at the site. Would require a tax abatement. \$100,000.00 purchase price. Experienced Developer.

Enclave Group: Up to 24 units of market rate housing. Does require some tax abatement assistance. \$3 million investment anticipated. No public money required. Construction to start in 90 days from recording of title. Experienced Developer. \$150,000.00.

Alpha Holdings, \$175,000.00, up to 25 units, not experienced as a developer with a development this size. Has a litigation history as a



property manager. Would not require public financing. Was undecided as to tax abatement.

Shoreline Development, 105,000.00 business expansion. The City Council preferred this bid because the Developer is not requesting a tax abatement, they are an existing City Business, their proposal does not require any state funds or environmental remediation and the proposal does not include housing. The Mayor strongly preferred a full business use for the site as opposed to housing and the City Council agreed.

**PURCHASE AND SALE AGREEMENT**  
**William T. Blake Building**

This purchase and sale agreement is between **SHORELINE WELLNESS CENTER, LLC**, a Connecticut limited liability company ("Purchaser") and **THE CITY OF WEST HAVEN**, a Connecticut municipal corporation ("Seller").

**Background and Purpose**

Seller is selling 66 Tetlow St a/k/a 25 Ogden in the City of West Haven, Connecticut (William T. Blake Building), for the purpose of relocating their current facilities at 415 Main Street, West Haven, CT, 06516 and utilizing the additional space to expand their business and provide additional community oriented services as outlined in the Purchasing Proposal attached as Exhibit C ("Masterplan Development").

Therefore, the parties agree as follows:

1. Definitions.

Unless otherwise stated in this agreement, all of the capitalized words in this agreement have the meanings set forth in Exhibit A.

2. Purchase of the Property.

On the Closing Date and subject to the performance of all conditions precedent contained in this agreement, Purchaser agrees to purchase from Seller, and Seller agrees to sell and deliver possession to Purchaser, all of Seller's right, title, and interest in and to the Property, free and clear of all Encumbrances, except for the Permitted Encumbrances, and of all leases, tenancies or occupancies by any person or entity. The exact legal description of the Property in form and substance acceptable to Purchaser and Purchaser's title company, shall be substituted for the legal description or depiction of the Property attached as Exhibit B, and attached to the Deed at Closing.

3. Purchase Price; Deposit; Prorations.

3.1 Purchase Price.

The purchase price for all of Seller's right, title, and interest in and to the Property (the "Purchase Price") will be \$105,000.

3.2 Deposit.

3.2.1 Purchaser shall deliver to Seller, an earnest money deposit, in the amount of \$52,500, to be held in an account and in accordance with the terms of this agreement (the "Deposit").

3.2.2 No interest will accrue on the Deposit.

3.3 Prorations.

The balance of the Purchase Price, after application of any credits or prorations set forth in this agreement and the application of the Deposit, shall be delivered by Purchaser by certified or official bank check, subject to the prior delivery of all Instruments of transfer and conveyance in accordance with this agreement.

4. Closing Date; Closing Deliveries; Costs and Expenses.

4.1 Closing Date.

Subject to the satisfaction of all terms and conditions of this agreement, the closing of the transactions contemplated hereby (the "Closing") shall take place at the offices of the Seller, or at another location agreed to by Seller and Purchaser, on a date selected by Purchaser that is any day between five (5) business days after the Effective Date and one hundred twenty (120) days after the expiration of the Due Diligence Period, as the Due Diligence Period may be extended in accordance with the terms of this agreement, inclusive (the "Closing Date"). Purchaser shall deliver written notice to Seller of the Closing Date selected by

Purchaser no later than five (5) business days prior to such date. If Purchaser fails to deliver such written notice prior to the date that is one hundred fourteen (114) days after the expiration of the Due Diligence Period, then the Closing Date shall occur on the date that is one hundred twenty (120) days after the expiration of the Due Diligence Period.

#### **4.2 Seller's Closing Deliverables.**

Subject to the conditions and obligations of this agreement, Seller shall make the following deliveries to the Purchaser, and perform the following acts, on or prior to the Closing Date:

4.2.1 A duly executed special warranty deed, transferring to Purchaser any and all of Seller's right, title, and interest in and to the Property (the "Deed"), conveying fee simple, good, insurable and marketable title to the Property, free and clear of any and all Encumbrances, other than the Permitted Encumbrances.

4.2.2 A closing statement (the "Closing Statement"), executed by Seller, conforming to the proration and other relevant provisions of this agreement.

4.2.3 Seller's certification of the resolutions or actions of Seller approving the execution and delivery of this agreement and the transactions contemplated in this agreement, in form and substance acceptable to Purchaser and Purchaser's title company.

4.2.4 An affidavit with respect to mechanics' liens, certifying that there are no unpaid bills for services rendered or material furnished to the Property, and an agreement indemnifying Purchaser's title company and Purchaser against claims for such services or materials, in form and substance acceptable to Purchaser's title company.

4.2.5 Any and all other documents and instruments incidental to the transactions contemplated by this agreement and reasonably requested or by Purchaser, any Governmental Authority, or Purchaser's title company, including the standard affidavit required by a title company for the removal of the standard preprinted exceptions from the title insurance policies, a 1099-S data form, a FIRPTA affidavit, W-9 form.

#### **4.3 Purchaser's Closing Deliverables.**

Purchaser shall make the following deliveries to the Seller on or prior to the Closing Date, unless otherwise noted:

4.3.1 Closing Statement, executed by Purchaser.

4.3.2 A certificate of the members of Purchaser certifying copies of: (i) the formation documents of Purchaser; (ii) all requisite resolutions or actions of Purchaser approving the execution and delivery of this agreement and the consummation of the transactions contemplated in this agreement; and (iii) the signature of each authorized representative of Purchaser.

4.3.3 All other documents and instruments incidental to the transactions contemplated by this agreement and reasonably requested by Seller.

#### **4.4 Costs and Expenses.**

4.4.1 Seller shall pay for the following expenses related to this transaction: (i) its own attorneys' fees; and (ii) all costs and fees for recordation of the Deed.

4.4.2 Purchaser shall pay for the following expenses relative to this transaction: (i) its own financing expenses, if any; (ii) its own attorneys' fees; (iii) the premium for title insurance; and (iv) all costs and expense otherwise allocated to Purchaser by this agreement.

4.4.3 If applicable, Seller and Purchaser agree to prorate certain expenses related to utilities at Closing.

### **5. Due Diligence Period; Inspections; Seller's Due Diligence Obligations.**

#### **5.1 Due Diligence Period**

**"Due Diligence Period"** means the period of time beginning on the Effective Date and continuing for twelve (12) months.

**5.2 Due Diligence; Inspections.**

**5.2.1** During the Due Diligence Period, Purchaser may conduct, at its sole cost and expense, its due diligence investigation and review of the Property (and all related documentation, contracts, and information), and otherwise to determine the desirability and utility of the Property, in its sole and absolute discretion, for Masterplan Development ("Due Diligence"). Purchaser's due diligence includes the right to evaluate all utilities serving the Property, review all permitting matters, re-map and define wetlands, if any, review title, inspect and test the property for hazardous material contamination, meet with regulatory officials, review all available building plans and construction estimates, and evaluate overall development feasibility.

**5.2.2** Purchaser may conduct such testing, investigations, activities, inspections, and studies of the Property as it deems necessary or desirable, and examine and investigate to its full satisfaction all facts, circumstances, and matters relating to the Property (including the physical condition and use, availability and adequacy of utilities, access, zoning, accessibility matters, compliance with applicable laws, environmental conditions, engineering and structural matters) and any other matters it deems necessary or desirable for purposes of consummating the subject transaction, including the financial feasibility of Masterplan Development and the availability and sufficiency of debt financing.

**5.3 Masterplan Development Approvals.**

**5.3.1** Purchaser shall seek to submit concept plans for review by the City of West Haven's Planning Board by the seven (7) month anniversary of the commencement of the Due Diligence Period.

**5.3.2** During the Due Diligence Period, Purchaser may apply for zoning, wetlands, site plan, subdivision approvals, and any other approvals necessary for the Masterplan Development.

**5.3.3** In the development of its site plan for the Property, Purchaser shall include sidewalk improvements and shall coordinate its sidewalk improvements, as much as is feasible, with the Seller.

**5.4 Seller's Grant of Access.**

**5.4.1** In connection with the foregoing, Seller hereby grants to Purchaser and its agents, contractors, consultants, and representatives (collectively, the "Purchaser Parties") the right to enter upon the Property at all reasonable times during the Due Diligence Period and continuing until the Closing Date to conduct such surveys, tests, investigations, studies, and inspections as it deems necessary to confirm the suitability of the Property for Masterplan Development, including environmental testing that Purchaser deems reasonably necessary to evaluate potential environmental risks related to the Property.

**5.4.2** Purchaser shall provide Seller with proof of general liability insurance for Purchaser Parties prior to the commencement of any testing.

**5.4.3** If Purchaser Parties cause any damage to the Property during the course of any such entry and Purchaser elects not to purchase the Property pursuant to the terms of this agreement or Seller terminates the contract due to a default by Purchaser, then Purchaser shall promptly repair and restore the Property to substantially to the same condition it was prior to such entry.

**5.5 Seller's Cooperation.**

**5.5.1** During the Due Diligence Period and continuing through the Closing Date, Seller, and Seller's agents, shall fully cooperate with Purchaser in connection with Purchaser's Due Diligence activities. Seller's cooperation includes: (i) executing any applications or other documents and making such other appearances as reasonably requested by Purchaser in order to obtain all necessary easements, permits, licenses, variances, and approvals pertaining to the building, occupancy, signs, utilities, curb cuts, driveways, zoning, use, environmental controls for Masterplan Development; and (ii) granting, or causing to be granted to Purchaser all necessary utility easements.

5.5.2 During the Due Diligence Period, Purchaser and Seller shall meet a minimum of once per month to update each other on the progress with Due Diligence activities.

**5.6 Rejection of Property; Termination.**

At any time prior to the expiration of the Due Diligence Period, Purchaser may, in its sole and absolute discretion, for any reason or no reason, elect not to proceed with the purchase of the Property and to terminate this agreement by delivering written notice of such election to Purchaser, whereupon the Seller shall return the Deposit to Purchaser, and neither party shall have any further rights or obligations to the other under this agreement.

**5.7 Extension of Due Diligence Period.**

5.7.1 Purchaser shall have the option to extend the Due Diligence Period for three (3) periods of ninety (90) days each by delivering written notice of its exercise of the applicable extension to Seller and depositing an extension fee in the amount of five thousand dollars (\$5,000.00) for each extension (each, an "Extension Fee") with Seller, in each case prior to the expiration of the then-applicable Due Diligence Period.

5.7.2 Upon deposit with the Seller, each Extension Fee shall become non-refundable to Purchaser, except in the event that the Closing hereunder does not occur as a result of Seller's misrepresentation or breach of its obligations under this agreement.

5.7.3 At Closing, any Extension Fees deposited with the Seller are credited against the Purchase Price.

**5.8 Liquidated Damages.**

Purchaser and Seller agree that, in the event of a default by Purchaser: (i) it would be impracticable and extremely difficult to fix the actual damages to Seller arising from such default; and (ii) the amount of the Deposit is a reasonable estimate of such damages. Therefore, Seller shall retain the Deposit as liquidated damages as its sole and exclusive remedy against Purchaser for any default under, violation of, or breach of this agreement. Furthermore, Seller agrees that the amount of the Deposit is a sufficient remedy for any such breach or default by Purchaser, and upon delivery of the Deposit to Seller following such a Purchaser default, Seller shall no longer have any cause of action or claim against Purchaser in law or in equity, including specific performance, and Purchaser shall be fully released from any claims or causes of action by, or in favor of, Seller arising out of or relating to this agreement. The parties further agree that the Deposit is a reasonable sum considering all of the circumstances of the transactions contemplated by this agreement.

**5.9 Seller's Due Diligence Obligations.**

5.9.1 Within ten (10) business days of the Effective Date or when first available to Seller, Seller agrees to provide Purchaser with physical or electronic copies of any and all environmental reports, geotechnical information, title policies and updates including any deed restrictions or easements, any development plans previously prepared for the property, permits related to those plan, or proposals made to any governmental authority, any documentation or plans related to wetland filings, approvals, violation notices, or other regulatory items, any traffic or curb cut information available including restrictions on access, any reports or information regarding utility availability including water, sewer, electric, telephone, cable/data, and gas, or other inspection reports regarding the Property that are in Seller's possession. In addition, Seller shall, within ten (10) business days following Purchaser's written request, deliver to Purchaser copies of any other requested Due Diligence items that are within Seller's possession or control.

5.9.2 During Due Diligence Period, Seller shall rezone the Property from its current designation of "Single Family Detached Residence" (R-2) to "Regional Business" (RB), which permits Masterplan Development without a zoning change.

**6. Title; Survey.**

**6.1 Title.**

**6.1.1** Seller shall ensure that title to the Property is good, insurable and marketable in fee simple in the name of Seller, as determined in accordance with the standards of the state bar association Connecticut, and free and clear of all Encumbrances other than Permitted Encumbrances.

**6.1.2** If Purchaser's title commitment or exceptions show that title is unmarketable or uninsurable, then Purchaser shall notify Seller of Purchaser's objections prior to the expiration of the Due Diligence Period. Seller shall undertake to have the defects identified by Purchaser eliminated. If Seller is unable or unwilling to eliminate defects identified by Purchaser within fifteen (15) business days following receipt of Purchaser's notification thereof, Seller shall notify Purchaser in writing, and Purchaser shall have the option, within fifteen (15) business days of receipt of the written notice by Seller, to be exercised in Purchaser's sole discretion, to: (I) proceed with Closing of this transaction subject to such title defects; or (II) terminate this agreement, in which event the Seller shall return the Deposit to Purchaser.

**6.2 Survey.**

During the Due Diligence Period, Purchaser may obtain a current ALTA/ACSM Land Title Survey of the Property at Purchaser's cost and expense (the "Survey").

**7. Seller's Representations.**

As of the date of this agreement and as of the Closing Date, Seller hereby represents to Purchaser:

**7.1 Title to Property.**

Seller has good, marketable, and indefeasible fee simple title to the Property, free and clear of all Encumbrances of any nature except Permitted Encumbrances. The Property constitutes all the Property necessary and sufficient to conduct the operations of the Property in accordance with Seller's past practices. On the Closing Date, the Property shall be unoccupied and free of any lease or other right of possession or claim of right of possession by any person or entity other than Purchaser.

**7.2 Authority and Organization.**

Seller has obtained, or will obtain prior to the Closing Date, all necessary approvals to authorize the transaction and consummate the transfer of the Property.

**7.3 Enforceability.**

This agreement has been duly authorized and approved by Seller, has been duly and validly executed and delivered by Seller and is a valid and legally binding agreement of Seller, enforceable against Seller in accordance with its terms.

**7.4 Compliance with Laws.**

The Property is in good standing and in compliance with all applicable covenants, conditions, restrictions, easements, laws, regulations, rules affecting the Property and for which the Property is subject. Neither Seller nor the Property has received any notice of and there exist no known proceedings or investigations by any Governmental Authority against or affecting the Property.

**7.5 Continued Compliance with Laws.**

The continued compliance with all legal requirements relating to the Property is not dependent on facilities located at any other property, and compliance by any other property with any legal requirements applicable to the other Property is not dependent on the Property.

**7.6 Property Rights.**

Other than this agreement, there are no outstanding options, contracts, commitments, pledges, agreements, or other rights of any character entitling any Person to acquire any or all the Property.

**7.7 Litigation.**

There is no pending or threatened litigation, arbitration, administrative action or examination, claim, or demand whatsoever relating to the Property. No attachments, execution proceedings, liens, or assignments are pending or threatened against Seller or the Property or contemplated by Seller.

**7.8 Eminent Domain.**

Seller has no knowledge of any pending or contemplated eminent domain, condemnation, or other governmental or quasi-governmental taking of any part or all of the Property, including any action that would compromise access to the Property due to changes in public roads or impact the availability of utilities to the Property. Seller has no knowledge of any pending moratorium or other action which would impact construction on the Property.

**7.9 Environmental.**

Seller: (i) has not used the Property for the storage, treatment, generation, production or disposal of any toxic or hazardous waste, material or substance, nor does Seller have knowledge of such use by others; (ii) has not caused or permitted and has no knowledge of the release of any toxic or hazardous waste, material or substance on or off site of the Property; and (iii) has not received any notice from any Governmental Authority or other agency concerning the removal of any toxic or hazardous waste, material or substance from the Property. To the best of Seller's knowledge, no event has occurred with respect to the Property that would constitute a violation of any applicable environmental law, ordinance, or regulation.

**8. Purchaser's Representations.**

As of the date of this agreement and as of the Closing Date, Purchaser hereby represents:

**8.1 Authority and Organization.**

Purchaser is a limited liability company, duly organized, validly existing, and in good standing under the laws of the Commonwealth of Massachusetts, and has all requisite power and authority to carry out the transactions contemplated by this agreement and has obtained all necessary approvals to authorize the transaction and consummate the transfer of the Property as contemplated in this agreement.

**8.2 Enforceability.**

This agreement has been duly authorized and approved by Purchaser, has been duly and validly executed and delivered by Purchaser and is a valid and legally binding agreement of Purchaser, enforceable against Purchaser in accordance with its terms, except to the extent that such enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or other laws relative to or affecting the rights and remedies of creditors generally and by general principles of equity (regardless of whether in equity or at law).

**9. Seller's Obligations.**

**9.1 Prior to the termination of this agreement or the Closing Date:**

**9.1.1** Seller shall not enter into any contract or agreement for the sale, lease, transfer, mortgage, easement, lien, encumbrance, hypothecate, pledge, encumber or assign any of the Property or Seller's interest in the Property.

**9.1.2** Seller shall promptly notify Purchaser of any event, condition or circumstance occurring from the Effective Date to the Closing Date that constitutes a violation or breach of this agreement by Seller.

**9.1.3** Seller shall not enter into any contracts or other commitments regarding the Property, either with any Governmental Authority (including, but not limited to, zoning changes, site plan approvals, density shifts, or platting or re-platting) or with any private person or party, without having first obtained the prior written consent of Purchaser in each instance.

**9.1.4** Seller shall not, during the term of this agreement, enter into or negotiate any other contracts or other commitments regarding the Property with any party who intends to purchase or develop the Property for any purpose.

**10. Indemnification.**

Each party shall indemnify and hold harmless and shall reimburse the other party and its respective officers, members, agents, and employees, for, any loss, liability, claim, damage, expense (including but not limited to, costs of investigation and defense and attorneys' fees), whether or not involving a non-party claim, arising from or in connection with any material inaccuracy in any of the representations made by a party in this agreement.

**11. Remedies.**

**11.1** If Seller should fail to perform in accordance with this agreement, or otherwise breach any of the terms, agreements, or representations contained in this agreement, then: (i) Purchaser may terminate this agreement and upon such termination, the parties shall be released from any and all obligations arising under this agreement or as a result of their course of dealings, and the Seller shall immediately deliver to Purchaser the Deposit and any Extension Fee(s); (ii) Seller shall reimburse Purchaser for all actual expenses and costs of Purchaser in connection with its Due Diligence and the purchase of the Property; and (iii) Purchaser may pursue any and all remedies available to Purchaser under law or equity, including the right of specific performance of the obligations of Seller.

**12. Condemnation.**

If, prior to the Closing Date, all or any significant portion of the Property is taken by eminent domain (or is the subject of a pending or contemplated taking which has not been consummated), Seller shall notify Purchaser of that fact, and Purchaser shall have the option to terminate this agreement upon notice to Seller and not later than ten (10) business days after receipt of Seller's notice and receive a refund of the Deposit and any Extension Fees, in which case, all obligations of Seller and Purchaser under this agreement are extinguished .

**13. Assignment.**

Purchaser may assign its interest or rights or obligations in this agreement to an affiliated entity of Purchaser, without the consent of Seller. Purchaser must obtain the consent of Seller to assign Purchaser's interest or rights or obligations in this agreement to any individual or entity that is not an affiliated entity of Purchaser.

**14. Notices.**

**14.1** Any notice provided or permitted to be given under this agreement must be in writing and may be served: (i) by depositing the same in the United States mail or with a reputable nationwide delivery service, addressed to the party to be notified, postage prepaid, and overnight, registered or certified with return receipt requested; or (ii) by delivering by a national courier service. Notice given in accordance with (i) above shall be effective three (3) days after mailed. Notice given in accordance with (ii) above shall be effective upon delivery by the national courier at the address of the addressee.

**14.2** Each party's initial address is provided in the signature block of this agreement.

**14.3** Either party may change its address by notice to the other party.

**15. Confidentiality.**

Seller and Purchaser shall keep the terms of this agreement confidential, except to the extent required to be disclosed by court order or applicable law, and except as required for Purchaser's Due Diligence and Seller's permitting activities.

**16. Entire Agreement.**

This agreement, together with its schedules and exhibits, contains the entire understanding between the parties concerning the subject matter of this agreement and it is understood and agreed that all negotiations and agreements between the parties prior to the Effective Date are merged into this agreement.

**17. Amendment; Waiver.**



This agreement may be amended, modified, or supplemented only by an agreement in writing signed by all parties. The parties agree that there are no oral agreements, understandings, or representations that are not expressly set forth in this agreement. Neither the failure nor any delay on the part of any party in exercising any right, power or remedy under this agreement operates as a waiver, or of any other right, power or remedy, nor is any single or partial exercise of any right, power, or remedy preclude any further or other exercise thereof, or the exercise of any right, power, or remedy. Except as expressly provided in this agreement, no waiver of any of the provisions of this agreement is valid unless it is in writing and signed by the parties against whom it is sought to be enforced.

**18. Governing Law.**

This agreement is governed by and construed in accordance with the laws of the State of Connecticut, without regard to Connecticut's conflicts of laws principles. In the event of the bringing of any action or suit by either party against the other arising out of this agreement, the party in whose favor final judgment is entered is entitled to recover from the other party all costs and expenses of suit, including reasonable attorney's fees.

**19. Severability.**

This agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules, and regulations. If any provision of this agreement or its application to any person or circumstance is invalid or unenforceable, for any reason and to any extent, but the extent of such invalidity or unenforceability does not destroy the basis of the bargain among the parties as expressed in this agreement, the remainder of this agreement and the application of such provision to other persons or circumstances are not affected, but rather remain enforceable to the greatest extent permitted by law.

**20. Captions and Headings.**

The captions and headings of this agreement are for convenience of reference only and do not define or limit any of the terms or provisions of this agreement.

**21. Interpretation; No Presumption.**

This agreement has undergone drafts with the negotiated suggestions of all parties and therefore no presumption arises favoring any party by virtue of the authorship of this agreement or any of its provisions. The parties have been advised by their respective legal counsel regarding the form and substance of the provisions contained in this agreement.

**22. Date of Performance.**

If the date for performance of any act under this agreement falls on a Saturday, Sunday, or federal or state holiday, the date for such performance automatically extends to the first succeeding business day that is not a federal or state holiday.

**23. Apportionments.**

**23.1** Adjustments to the Purchase Price paid hereunder are made between Seller and Purchaser and are prorated as applicable upon the Closing Date. For purposes of all prorations provided for in this agreement, Seller shall be responsible for all days prior to the Closing Date and Purchaser shall be responsible for the Closing Date and all days on or after the Closing Date. All prorations are made on a 365-day calendar year basis and the actual number of days in the month of the Closing Date.

**23.2** All income and expense, including applicable prepaid expenses, rents, cash adjustments, and accrued liabilities, attributable to the ownership of the Property, are measured and prorated on an accrual basis, and attributed to the Seller's account until the Closing Date and to the Purchaser's account from and after the Closing Date.

**23.3** Seller is exempt from property taxes. Purchaser shall pay property taxes for the Property beginning on the Closing Date, unless otherwise exempted by operation of law.

24. **Brokers.**

The parties acknowledge that no real estate agent, broker, or company has been used in this transaction by either party and no party has taken any actions which would give rise to a claim for any commission.

25. **Operations Pending Closing.**

Seller, at its expense, shall use reasonable efforts to maintain the Property until the Closing or sooner termination of this agreement, substantially in its present condition and pursuant to Seller's normal course of business (such as maintenance obligations but not including extraordinary capital expenditures or expenditures not incurred in such normal course of business), subject to ordinary wear and tear, damage by fire, or other casualty and condemnation.

26. **Counterparts.**

This agreement may be executed in any number of counterparts, each of which when so executed and delivered, constitute an original, but all of which together constitute but one instrument. Signatures transmitted by facsimile, in portable document format (PDF), or by other commonly utilized electronic means of transmission have the same effect as original signatures.

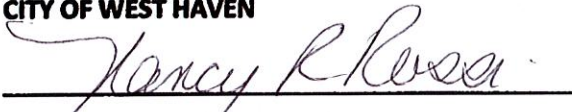
27. **Effectiveness; Effective Date.**

This agreement becomes effective when all parties have signed it. The Effective Date of this agreement is the date this agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature). The Effective Date is the date of the last party to sign this agreement.

**[Signatures on the Next Page]**

**PURCHASE AND SALE AGREEMENT**  
**William T. Blake Building**  
**Signature Page**

**SELLER:**  
**CITY OF WEST HAVEN**

  
\_\_\_\_\_

By: Nancy R. Rossi

Title: Mayor

Date: 4/8/2022

**PURCHASER:**  
**SHORELINE WELLNESS CENTER LLC**

  
\_\_\_\_\_

By: Cara Powers

Title: Co-Founder

Date: 4-8-2022

*Address for giving notices:*

Corporation Counsel  
City of West Haven  
355 Main Street  
West Haven, CT 06516

*Address for giving notices:*

Shoreline Wellness Center LLC  
415 Main Street,  
West Haven, CT 06516

**WEST HAVEN INTERNAL APPROVALS:**  
**APPROVED AS TO FORM**

  
\_\_\_\_\_

By: Lee Tiernan

Title: Corporation Counsel

Date: 4/8/2022

**EXHIBIT A**  
**Definitions**

For the purposes of this agreement, the following terms have the following meanings:

**"Encumbrance"** means any lien, pledge, mortgage, charge, deed of trust, security interest, claim, lease, charge, option, right of first refusal, easement, servitude, encroachment or other survey defect, transfer restriction, easements, and restrictions related to wetlands and waterways, or other encumbrance of any nature whatsoever.

**"Governmental Authority" or "Governmental Authorities"** mean any government or political subdivision thereof, whether federal, state, local or foreign, or any agency or instrumentality of any such government or political subdivision, or any court or arbitration body, having authority over the Property.

**"Improvements"** mean all improvements, buildings, structures, and fixtures currently located on the Property or to be located on the Property as of the Closing Date, excluding any fixtures owned by tenants, including all heating and air conditioning systems, parking facilities and services, refrigeration, ventilation or other utilities, facilities or services located on the Property or owned by Seller and used in connection with the Property.

**"Permitted Encumbrance"** means: (i) any mortgage or related security documents on the Property to be released by Seller on or before the Closing Date; (ii) easements and restrictions of record which Purchaser, in its sole and absolute discretion determines, do not interfere in any material respect with the ownership of the Property for Masterplan Development; (iii) liens for real Property taxes not yet due and payable; and (iv) other exceptions approved in writing by Purchaser in its sole and absolute discretion.

**"Person"** means any individual, corporation, partnership, limited liability company, firm, joint venture, association, joint-stock company, trust, unincorporated organization, or other organization, whether or not a legal entity, and any Governmental Authority.

**"Property"** means the parcels or properties described in Exhibit B, together with all Improvements thereon and easements and other rights appurtenant thereto.

**"Records"** mean any and all books, lists, documents, manuals, marketing information, databases, and specifications, architectural renderings, warranties, blueprints, floor plans, mylars, forms and records used in connection with the Property and any Improvements on the Property.

**"Tangible Personal Property"** means all furnishings, fixtures, furniture, artwork, apparatus, appliances, tools, machinery, accessories, equipment, and other tangible personal property of any type or description owned by Seller and used or held for use in connection with the ownership of the Property, if any.

**EXHIBIT B**  
**Property Description**

The former William T. Blake School, a 1.53-acre parcel with buildings thereon at 66 Tetlow St a/k/a 25 Ogden St, West Haven, Connecticut said parcels being the property described in a certain deed to Seller dated \_\_\_\_\_ and recorded in the Land Records of West Haven Connecticut in Book \_\_\_\_\_, Page \_\_\_\_.

**EXHIBIT C**  
**Masterplan Development**

[attached]

PRINTED ON LINEMARK PAPER - HOLD TO LIGHT TO VIEW. FOR ADDITIONAL SECURITY FEATURES SEE BACK.

# CASHIER'S CHECK

6596702146

0065967      11-24  
Office AU #      1210(8)

Remitter:      CARA POWERS  
Operator I.D.:      ct001719

April 8, 2022

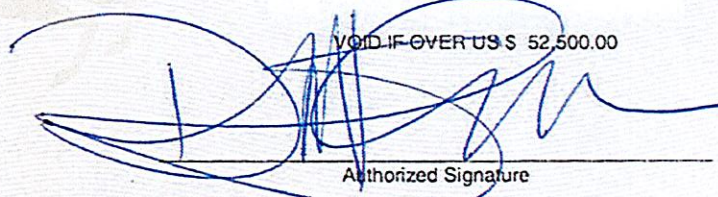
PAY TO THE ORDER OF    **\*\*\*CITYOF WEST HAVEN\*\*\***

**\*\*Fifty-Two Thousand Five Hundred and 00/100 -US Dollars \*\***

**\*\*\$52,500.00\*\***

Payee Address:  
Memo:

WELLS FARGO BANK, N.A.  
297 BOSTON POST RD  
ORANGE, CT 06477  
FOR INQUIRIES CALL (480) 394-3122

VOID IF OVER US \$ 52,500.00  
  
Authorized Signature

Security Features Included. Details on Back.

⑈6596702146⑈ ⑆121000248⑆4861 513166⑈

ENDORSE HERE

X

MP

0254780863

CHECK HERE IF MOBILE OR REMOTE DEPOSIT

AT

(FINANCIAL INSTITUTION NAME)

DUPLICATING, FORGING OR ALTERING THIS CHECK SECURITY CHECK IS EXTREMELY DANGEROUS DUE TO THESE FEATURES:

SECURITY FEATURES

DO NOT CASH IF:

True Watermark Paper

• A watermark pattern is not visible in the front or back of the paper.

Chemically Sensitive Paper

• The paper is not chemically sensitive to heat and light.

Chemical UV Infrared Ink

• The ink is not visible under normal light.

VOID Feature

• The words "VOID" are visible when the check is held up to the light.

VOID Feature

• The words "VOID" are visible when the check is held up to the light.

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**Exhibit C**  
**Shoreline Wellness Center, LLC**  
**Proposed Purchase and Redevelopment**  
**of William T. Blake Building**  
**January 10, 2022**

## **Blake Building Purchasing Proposal**

### **Center Identification and Description**

Shoreline Wellness Center (SWC), LLC is currently located at 415 Main Street, West Haven, CT, 06516. The Center's main phone number is 203-931-1184, and the Founder & Clinical Director, Dr. Cara Powers, can be contacted at extension 777 or via email at [cpowers@sbhw.org](mailto:cpowers@sbhw.org). The Center is located in an urban area and currently services a primarily urban population; it is located one block from the West Haven Green and is accessible to public transportation including buses and is located within walking distance to the West Haven train station.

### ***Purpose, Mission, Philosophy***

SWC originated due to the overwhelming need for behavioral health services in West Haven, CT. Originally established in 2005 by Dr. Powers, SWC began as a private practice which resulted in the sharing of office spaces by other well-established clinicians and psychologists in the community. While all practitioners operated as independent entities, the ongoing need for additional services available to the residents of West Haven quickly became apparent. As a result, Dr. Powers showed her commitment to the community by collaborating with other clinicians to form a more comprehensive group practice which was better able to meet the needs of the community. Through this collaboration, The Center began hiring additional Clinical staff and expanding services to include clinical supervision and oversight for graduate clinicians looking to obtain licensure and also graduate student internships. Over the years, the Center is proud to serve the City of West Haven with notable and exceptional preventative mental health services.

Shoreline Wellness Center is composed of two entities; Shoreline Wellness Center Behavioral Health Outreach (SWBHO) dba Shoreline Wellness Center Behavioral Health Clinic, Inc. and Shoreline Wellness Center, LLC (SWC). Shoreline Behavioral Health Clinic was opened in 2016, and today serves as a place for undergraduate and graduate students from varying universities to complete their internship experiences. Three of the nearby colleges and universities that we currently have a collaborative relationship with are; University of New

Haven, Yale University, and Southern CT State University. Through the Clinic, students are provided the opportunity to engage directly with our clients and gain experience as growing professionals. The Clinic has a board certified Child and Adult Psychiatrist serving as its Medical Director for the past 8 years which is an excellent complement to its therapeutic services. SWBHO is a 501c3 non-profit company that originated in 2013, and was created to expand mental health outreach efforts and to bring about better awareness and more comprehensive mental health programs and services to the West Haven community and surrounding areas. SWC & the Clinic even during the COVID-19 pandemic have been expanding and have largely outgrown their current location. The business has free, but extremely limited, on-site parking. The limited space of the parking lot also challenges the accessibility of larger carpooling vans carrying clientele, as well as for truck drivers making necessary deliveries. The Center and its clientele would greatly benefit from a space that accommodates for frequent visitors and a secure and safe entry.

#### **Proposed Description of Tasks and Improvements**

Some of the proposed tasks and improvements but not all are; restored security systems will be installed throughout the Premises (automatic locks, cameras, coded doors, etc.). It is expected that a large portion of the building's windows will be replaced with new, higher energy-efficient substitutes. Lastly, cosmetic changes will be made throughout the Premise.

Apart from physical redevelopment planning, SWC will be performing ongoing efforts and communication to local entities for support and potential partnership of services. For example, the Center aims to gain the support of local public officials and non-profit groups such as but not limited to; the YMCA, and/or the Boys and Girls Club, with their sociopolitical and philanthropic reinforcement, the Center will establish an infrastructure through which reputable services are provided for the community of West Haven. For our youth specifically, the Center's plan will greatly benefit them and their healthy development. We are also looking at partnering with a daycare Center to create a daycare facility as part of the building plan which the community and our staff could utilize for child care. We think this could also be potentially

beneficial for the staff at Carrigan Intermediate School which is located in very close proximity because we could offer an educator discount as well as 10 month childcare options to support educators. Additionally, we are potentially looking at creating or partnering with a premier soccer club to open a premier team/league in West Haven. Our vision would be that; a large portion of the building would be used to provide mental health and wellness services as we currently do now and to incorporate additional wellness services such as; nutrition counseling, exercise programs, weight-loss programs, child care services and other complementary services designed to support the mental health and physical well-being of today’s youth. Providing these services and thinking outside of the box we feel is of the utmost importance after all that the children of today have been through while living through the COVID-19 pandemic.

**Public Improvements.** The first priority is to remove toxins and all other environmental issues to ensure safety and remain within infrastructure compliance codes. We would then begin to consult with an approved contractor to determine all necessary alterations and construction. It is predicted that many of the rooms used for storage, electric and plumbing utilities, and recreation will be restored, but overall left intact, to optimize original uses. Cosmetic changes will also be made within and outside the Premise (i.e. repainting, landscaping, repaving surface lots, etc.). Energy-efficient products and designs will be constructed or integrated within the Premises (i.e. windows, lightbulbs, appliances, etc.) to maximize the use of natural resources. Wall structures and necessary insulation and soundproofing will be implemented to create these spaces.

**Proposed Timeline**

<b>Time Period*</b>	<b>Development Task*</b>
<i>*Tentative Time period</i>	<i>*Tentative Development task</i>
Month 1	Proposal Accepted; Utilize approved contractors and consultants to assess and estimate the development needs and costs.

Months 2-6	Ongoing infrastructure estimate and development planning.  Identify key contractors and consultants hired to execute development
Months 7-18	Ongoing Premise development Ongoing assessments to ensure consistent development or identify issues or changes that may arise
Months 18- TBD	Building ready for move-in; Shoreline relocates and starts business immediately Ground Breaking Ceremony

**Ability and Understanding to Address the City’s Plan**

Shoreline Wellness Center, having the opportunity to relocate to a larger facility, will gain a greater capacity to positively contribute to the City and its community members in multiple socioeconomic ways. In order to demonstrate how the proposers will uphold the City’s Comprehensive Plan, the Proposers have provided descriptions for specific objectives below.

*Economy.* Shoreline Wellness Center recognizes the importance of economic growth in the City; and if the Center is granted the Blake Building, this economic growth can be fostered. First, expansion will permit our businesses to hire more clinical and medical staff that provide excellent service to the community. By fortifying the Center’s reputation and skill, it will attract qualified professionals (i.e. licensed mental health and medical clinicians, case workers, program directors, etc.) seeking a stable work environment and local home. Additionally, we plan to utilize the space to bring preventive, wellness services to the community with a special focus on West Haven’s youth. We would like to offer such services as; nutrition programs, healthy cooking lessons, youth drop in-center, yoga, meditation, art-therapy programs. All of these programs will bring further job creation into the West Haven Community. Lastly, due to our ongoing collaboration with the University of New Haven, Southern CT State University, and many other local colleges and Universities we may in the future be a host for on-site graduate courses.

Further, the degree of constructional and electrical services necessary for this Premise will require employment from competent and licensed personnel. It is expected that the redevelopment of the Premise will provide employees of the City a series of projects that will consistently grant them employment. The renewal and construction processes the Premise vitally needs will reciprocally provide individuals and their families steady and reliable income. For employees that reside in New Haven county, this project will present them with local, consistent, and rewarding work in their fields (i.e. construction, electrical, plumbing, etc.). As such, the Proposer looks forward to initiating development because it will contribute to the economic growth for individuals, families, and to the State. To expand, with a larger business space comes a greater need to maintain the space. It is expected that Shoreline Wellness Center will greatly provide and sustain the employment of custodial and landscaping staff to preserve the cleanliness and sharpness of the property. These invaluable jobs are sought out by community members needing steady, ongoing income.

To continue, as the Center and its services grow, it is expected that more people will be drawn to and use other local businesses that will ultimately contribute to the City's economy. For example, there are local dining services, grocery stores, banks, a post office, medical services, spiritual/religious establishments, and leisure activities within a short distance of the Blake Building. With this range and depth of centralized community services, it is expected that the City's economy and employment will flourish and have a greater potential to thrive. In order to preserve the economic growth, the Center can collaborate with said local entities and private businesses; this reciprocal relationship with the City will facilitate a cyclical and rewarding economic system.

***Accessibility, Social and Humanitarian.*** The proposing Center believes it can positively contribute to the cultivation of West Haven's "thriving destination for people." The Center already has a well-established relationship with community members. To exemplify, the agencies have contact with local businesses, West Haven United events and campaigns, athletics, and academic institutions (West Haven Board of Education, University of New Haven, etc.). This

location will allow us to expand upon our ability to connect with people and other entities in West Haven; it will also make a social statement to current clientele because it demonstrates the Center's commitment to growth, sustainability, and diversification.

In addition, the agencies actively practice and engage in charitable events for the people of West Haven. Shoreline Wellness Center has set up tabling booths and attended local wellness events to connect with community members and provide education on services they may benefit from. The agencies have also hosted mental health awareness walk-a-thons, movie nights on the West Haven beach boardwalk, and comedy nights to raise awareness about mental health and prevention. All were largely successful events and donations were made back to numerous West Haven charity organizations. Furthermore, West Haven small businesses were always included in the events to support and further community growth and development in West Haven. Shoreline Wellness Center has also collaborated with other businesses and institutions to provide humanitarian services to clientele in the area (toy drive, clothing drive, food pantry). The Proposers hope that with this relocation to the Blake Building, they will successfully illustrate a priority to the community's ongoing health and wellness, as well as present a location with accessibility to local West Haven provisions. These agencies continue to show their devotion to the City of West Haven. In relocating within city limits, Shoreline Wellness Center continues to keep its resident's at the forefront. The projected business plan includes expansion of services to children and adults of West Haven. This building will help accomplish these goals.

***Cultural Competency.*** As a female-owned businesses, Shoreline Wellness Center and it's entities recognize the importance of, and make active efforts to promote cultural diversity and equal employment opportunities. Shoreline Wellness Center currently works with a culturally diverse community. The city of West Haven currently has 54,843 residents as of July 2017 U.S. Census Bureau. Of those residents, 60 percent are Caucasian, 20 percent are African American, 20 percent are Hispanic or Latino, and less than 5 percent are American Indian, Alaskan Native or Asian.

Shoreline Wellness Center finds diversity in race, religion and socio-economic class to name a few. In this community Shoreline Wellness Center finds a divide in statuses. Some of the clients they serve are homeless, some are living in poverty. Many are also dealing with racial issues. We find those issues have affected clients and staff alike. Shoreline Wellness Center is a non-discriminatory facility that actively coordinates, communicates, and accepts individuals and families from diverse backgrounds. The Center proudly states that they; “promise to serve all patients.” We do not deny services based on race, color, sexual orientation, national origin, disability, religion, gender, or inability to pay.

The staff at Shoreline Wellness Center are required to complete Continuing Education Units (CEU) annually for the understanding of cultural diversity. They also conduct monthly meetings and individual supervision on various topics of diversity. The Center has Spanish speaking clinicians; and has the competency to understand diverse clientele and their emotions by having a heightened awareness of their cultural background and behaviorisms. Conversations about culture and racial differences are fostered and facilitated through supervision, information sharing between staff members (staff emails, monthly Outreach e-newsletters, etc.), and even among clientele, who many have the rapport and comfort level of initiating conversations with clinical staff members. By possessing these cultural sensitivities and contacts, Shoreline Wellness Center will be able to maximize the sociocultural relationships with the people of West Haven, promoting a healthy and tolerant community climate for all.

*Environmental.* It is the Proposers’ aim to develop a greener business that reflects the values and goals of the City. First, Shoreline Wellness Center and it’s entities have established a paper-free system of work. In order to uphold HIPAA regulations for privacy and security, as well as conserve materials, all clinical work is performed electronically. In addition, energy-saving products and materials will be included and/or constructed throughout the Premise to further minimize its ecological footprint. Additionally, the Center will be able to utilize the expansive landscape and square footage to plant additional trees and plants, as well as grow a community garden. And due to the business’ proximity to residences, the City’s downtown, and public



transportation, the Center predicts that there will be minimal emissions produced by multiple vehicles commuting to the Center. To clarify, this location will allow clientele to use more environmentally-friendly means of transportation (i.e. walking, public transit, carpooling). *Additionally, one of the programs we would like to offer to the West Haven Youth and Families is a community garden/greenhouse that we would create on-site to teach about sustainable living/growing food, etc. The goal would be to then utilize the food that was grown on site to donate to the West Haven Farmers market and/or use in our nutrition classes.*

### **Description of the Ownership Structures**

The Premises will be granted solely to the Proposing Center, Shoreline Wellness Center. All entities of the Center will continue to be owned and operated by the Clinical Director, Dr. Cara Powers. Staff members are employed by Dr. Powers and have no partnership with the business.

### **Description of Similar Development Projects**

The Proposer has extensive experience developing business properties as evidenced by all of the work conducted at their current location: 415 Main Street, West Haven, CT. The Proposer and Project Manager (Dr. Cara Powers; Mr. Robert Powers) completely renovated the lower portion of the building to make it fully handicap accessible by current ADA and Connecticut Department of Public Health guidelines.

Throughout the renovation the Proposer worked extensively with the West Haven Building Department to make sure all code issues were addressed and brought up to date as well as complying with all City planning and zoning regulations. Additionally, the Proposer created a friendly, clean, environment for all to use as well as established an indoor, access door, walk-way, that connected the two buildings for greater ease of use. A general contractor approved in the state of Connecticut was used for the property redevelopment and construction.

### **Proposed Financing**

The Proposer will utilize the funding currently in the SWC, LLC. budget which we believe is sufficient to meet our current redevelopment plans if approved for purchase and if additional income is needed we will apply for grants and other sources of funding as needed.

### **Financial Capability**

The Proposer has been successful in showing a profit for the past 15 years that it has been in operation. Based on our gross revenues as reported on our annual tax returns it is clearly evidenced that each year our revenue continues to grow. Furthermore, we have extensive experience with obtaining and utilizing grant funding to accomplish some of our financial goals as well as investing some of our business profits to achieve said goals. We have worked extensively with the Connecticut Department of Labor Step-Up Grant program, the Community Economic Development Fund (CEDF) and the Department of Economic and Community Development with whom we have an excellent business standing with and would continue to utilize (we have already received a verbal pre-approval) to expand our operations if we were able to acquire the William T. Blake Building.

### **Development Experience**

As previously noted, the Proposer has experience developing the business property as evidenced by all of the work conducted at their current location; 415 Main Street. The Proposer completely renovated the lower portion of the building to make it fully handicap accessible by current ADA and Connecticut Department of Public Health guidelines. Throughout the renovation the Proposer worked extensively with the West Haven Building Department to make sure all code issues were addressed and brought up to date as well as complying with all City planning and zoning regulations. Additionally, the Proposer created a friendly, clean, environment for all to use as well as established an indoor, access door, walk-way, that connected the two buildings for greater ease of use.

**Proposed Compensation**

The Proposing Center aims to utilize the current infrastructure for business expansion. The Proposer has no intention of eliminating the current infrastructure nor re-developing the property for housing. As a mental health facility we also will continue the same agreement that we have with the City of West Haven that no medications; including but not limited to Methadone will ever be dispensed on site. The Proposer undoubtedly believes West Haven will benefit from our expanding, preventative, mental health Center, as well as bringing in new, ongoing, employment opportunities, and providing a new space for the City's youth that will keep them safe, thriving, and positively contributing to our wonderful community. Shoreline Wellness Center thanks the City for its consideration.

After reviewing the Premises' history, the assessed value, and the current condition at the Walk-Through, Shoreline Wellness Center, LLC proposes to pay \$105,000.00 for the purchase of the William T. Blake Building. We currently have the funds readily available for an immediate purchase if approved.

We would like to sincerely thank Attorney Lee Tiernan and the council for everyone's time and consideration of our proposal.

Best Regards,



Dr. Cara Powers  
Founder & Director



Robert Powers  
Co-Founder & CEO

# ***Blue Ribbon Appraisals, LLC***

**APPRAISAL OF THE PROPERTY  
LOCATED AT**

**66 TETLOW ST  
WEST HAVEN, CONNECTICUT  
06516**

**APPRAISAL REPORT**

**EFFECTIVE DATE OF APPRAISAL:**

**DECEMBER 16, 2023**

**APPRAISED FOR:**

**CITY OF WEST HAVEN  
C/O ATTORNEY TIERNAN**

# ***Blue Ribbon Appraisals, LLC***

•Residential

•Industrial

•Commercial

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January 06, 2023

City of West Haven  
66 Tetlow St.  
C/o Attorney Lee Tiernan  
West Haven, CT 06516

Re: 66 Tetlow St., West Haven, CT

Dear Sirs:

At your request, I have examined the above referenced property for the purpose of estimating its fee simple market value. The effective date of the appraisal and the date of my most recent property inspection is December 16, 2023. The intended use of the appraisal is to estimate market value for potential purchase purposes.

The subject property is located in the Allingtown portion of the City of West Haven. The neighborhood consists of mostly residential properties.

The subject site is situated on the south side of Tetlow St. The site has a total area of 1.53 acres, and is zoned, R2 and has level topography. The site is not located in a flood zone, as identified by applicable FEMA flood hazard zone map.

The site is currently improved with a former school building and was built in 1978 containing 26,928 gross living area sq ft. The Highest and Best Use is concluded to be for rehabilitation to commercial use in conformance with applicable building codes. The condition of the improvements is rated poor on interior features and utility support.

Note: There are Extraordinary Assumptions in this report. See pages 12 and pages 21.

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375 Morgan Lane, Suite 409 • West Haven, CT 06516

Telephone (203) 931-3112 • Fax (203) 931-3116

In valuing the property, all three approaches to value have been considered. The Sales Comparison Approach was concluded to be the most applicable approach.

This appraisal assignment is an appraisal and was developed under **USPAP STANDARD RULE #1 – “REAL PROPERTY APPRAISAL DEVELOPMENT.”**

The report contained herein has been prepared in accordance with **USPAP STANDARD RULE # 2 – “REAL PROPERTY APPRAISAL REPORTING”.**

The reference to USPAP is the 2020 - 2021 Edition of Uniform Standards of Professional Appraisal Practice issued by **THE APPRAISAL STANDARDS BOARD OF THE APPRAISAL FOUNDATION.** The 2020 – 2021 USPAP will now be effective until December 31, 2023.

Based upon information in the following appraisal report, and an interior inspection of the property, it is my opinion that the fee simple market value as of, December 16, 2023, is:

**ONE HUNDRED FOURTEEN THOUSAND DOLLARS**

**\$ 114,000**

Respectfully submitted,



Charles A. Liberti, GAA  
CT. Certified General Appraiser  
License # RCG.0000647  
Expiration date: 04/30/2023

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## SUMMARY OF SALIENT FACTS

Property Address:	66 Tetlow St., West Haven, CT 06516
Owner of Record:	City of West Haven
Deed Reference:	Volume 0?          Page 0?
Ownership History:	The current owners built the subject in 1978
Assessors Reference:	Map 59 Block 10 Lot 0000_____
Purpose of the Appraisal:	To determine market value for potential sale purposes
Appraisal Reporting Option:	Appraisal report
Property Rights Appraised:	Fee Simple
Effective Date of Appraisal:	December 16, 2023
Estimated Market Time / Exposure time:	2-3 years / 2-3 years
Type of Property:	Former public school
Zoning:	R2 Residential
Flood Zone:	Zone X is not considered a designated flood hazard zone
Age:	Built in 1978
Land AREA:	1.53 Acres
Gross Living Area	26,928 sq ft
Present Use:	Mostly vacant, storage for -personal property of evicted parties
Highest & Best Use:	Present use
COST APPROACH	N/A
SALES COMPARISON APPROACH:	<b>\$ 114,000</b>
INCOME CAPITALIZATION APPROACH:	N/A
FINAL VALUATION:	<b>\$ 114,000</b>



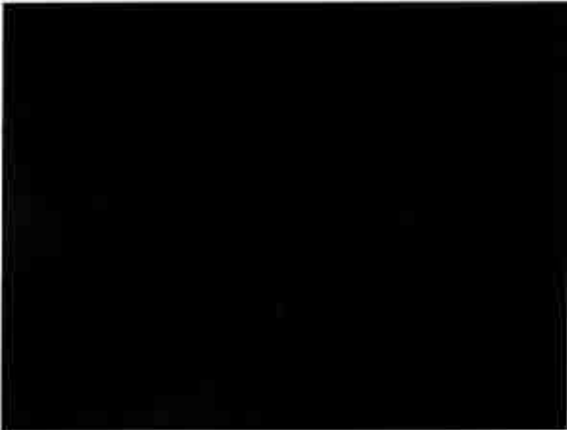
**SUBJECT EXTERIOR PROPERTY PHOTOS**



**Public Hearing**  
ON A  
**ZONING CHANGE**  
August 23, 2022  
Planning & Zoning Commission (North)  
Room, 2nd Floor 6.00pm CT  
355 Main Street, West Haven, CT  
For More Information Call 203-937-3580



SUBJECT PROPERTY INTERIOR PHOTOS









Ceiling damage from roof leak



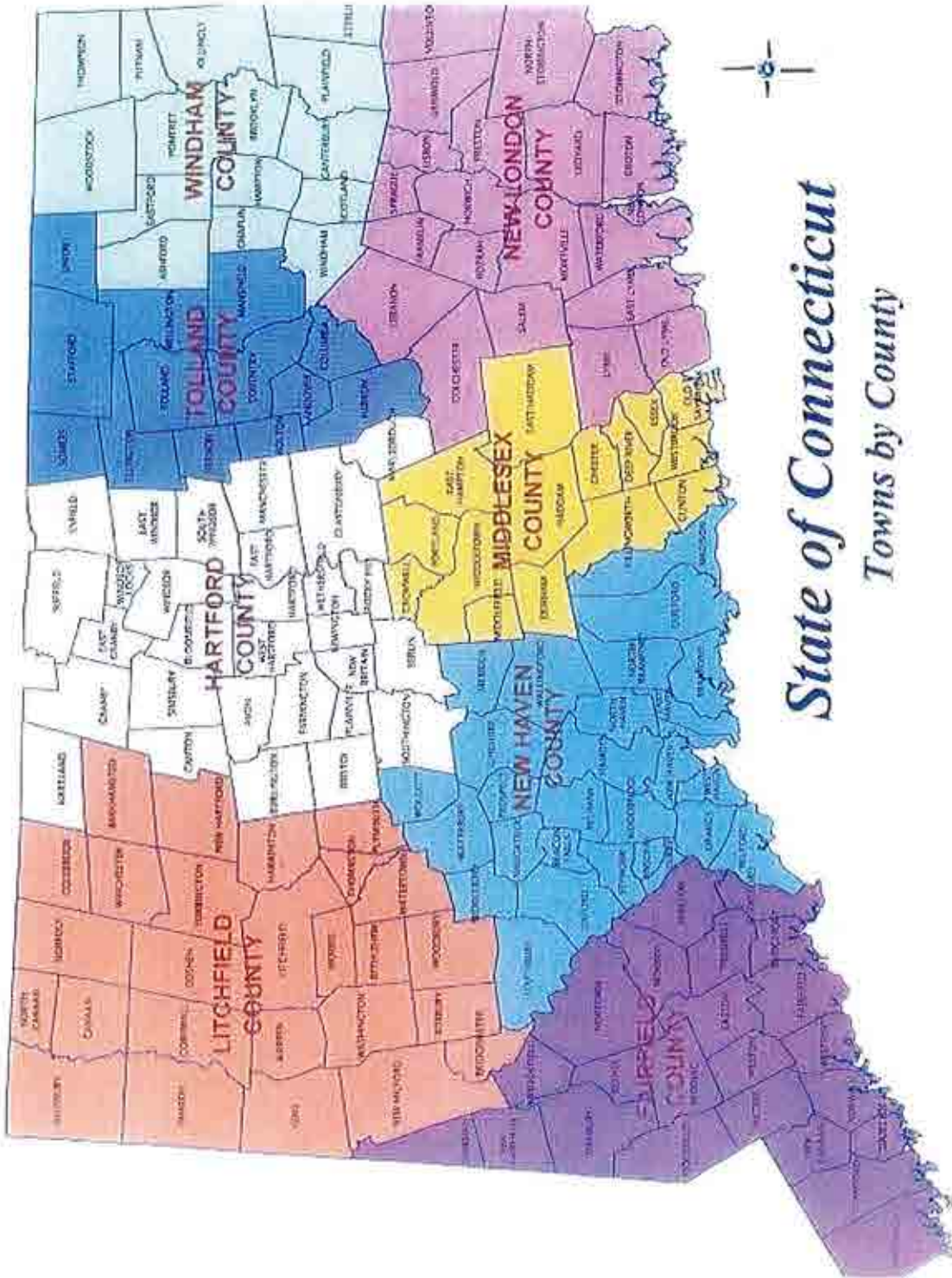








# MAP OF CONNECTICUT



## CERTIFICATION OF APPRAISER

The undersigned hereby certify that to the best of my knowledge and belief:

The statements of fact contained in this report are true and correct.

The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions as set forth in the appraisal, and are my personal, impartial and unbiased professional analyses, opinions, and conclusions.

I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved.

My compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence or a subsequent event directly related to the intended use of this appraisal.

That my opinion of the market value is based upon my independent appraisal and the exercise of my professional judgment without collaboration or direction as to said value.

This appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.

I have made a personal inspection of the property that is the subject of this report. An interior inspection was most recently made on December 16, 2023

No one has provided significant professional assistance to the persons signing this report.

The appraiser has both the knowledge and experience necessary to complete this appraisal assignment competently. Please refer to the Qualifications section for the educational and professional background and certification status of the appraisers.

The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.

The reported analyses, opinions, and conclusions were developed, and in this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP)

The use of this report is subject to the requirements of the Appraisal Institute relating by its duly authorized representatives.

As of the date of this report, I, Charles Liberti, have completed the continuing education program for Practicing Affiliates of the Appraisal Institute.

**CERTIFICATION OF APPRAISER - CONTINUED**

Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser or the firm with which he is connected, or any reference to the National Association of Realtors Appraisal Section, or to the GAA designations) shall be disseminated to the public through advertising media, public relations media, news media, or any other public means of communication without the prior written consent and approval of the undersigned.

To the best of the appraiser's knowledge, the appraiser has not appraised the subject property within the past 3 years.

As of the effective date of this appraisal report, December 16, 2023, the Fee Simple Market Value of the subject property is estimated to be:

**ONE HUNDRED FOURTEEN THOUSAND DOLLARS**

**\$ 114,000**



Charles A. Liberti, GAA  
CT. Certified General Appraiser  
License # RCG.0000647  
Expiration date: 04/30/2023

## **HISTORY OF THE SUBJECT PROPERTY**

The property is located at 66 Tetlow St., West Haven, CT. The Owner of Record is City of West Haven. The legal description is contained in a deed located in the West Haven Land Records in Volume 0 Page 0. (Volume and page was not available). There has been no change in the ownership of the property since 1978.

Analysis: The current owner has owned the subject for 44 years.

## **PROPERTY RIGHTS APPRAISED**

The Fee Simple interest is the property right being appraised. The term is used in this appraisal based upon its definition herein.

## **EFFECTIVE DATE OF APPRAISAL / EXPOSURE TIME**

The effective date of this appraisal is December 16, 2023. Subject property was most recently inspected on December 16, 2023, by Charles A. Liberti. The exposure time necessary to consummate a sale of the subject property is estimated to be within the 2-3 years prior to the effective date of the appraisal at the estimated value herein.

## **PURPOSE AND FUNCTION OF THE APPRAISAL**

The purpose of this appraisal is to estimate the market value of the Fee Simple interest in the subject with an effective date of December 16, 2023. "Market Value" and "Fee Simple" are defined herein.

The function of this appraisal is to assist the client in determining present market value for potential sale purposes. The client is City of West Haven.

## **SCOPE OF THE APPRAISAL**

The scope of this appraisal consists of the following:

an appraisal made in conformance with USPAP.

an interior inspection of the property on December 16, 2023.

research and analysis of public record data relative to the subject property and comparable sales

an analysis of comparable sales, market conditions, actual and projected income and expenses, if applicable, a review of appropriate industry sources and all factors which, in my opinion, affect market value

a reconciliation of all pertinent data and a final valuation which is concluded to be market reflective and appropriately supported by the applicable approaches to value developed herein.

## DEFINITIONS

### Definition of Market Value<sup>1</sup>

Market value is defined as the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently and knowledgeable, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and passing of title from seller to buyer under conditions whereby:

- a. The buyer and seller are typically motivated;
- b. Both parties are well informed or well advised and each acts in what he considers his own best interest;
- c. A reasonable time is allowed for exposure in the open market;
- d. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- e. The price represents the normal consideration for property sold, unaffected by special or creative consideration or financing, or sales concessions granted by anyone associated with the sale.

### HYPOTHETICAL CONDITION AND EXTRAORDINARY ASSUMPTION

#### **A hypothetical condition is defined as:**

A condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.

Comment: Hypothetical conditions are contrary to known facts about physical, legal, or economic characteristics of the subject property; or conditions external to the property, such as market conditions or trends; or the integrity of data used in an analysis.

#### **An extraordinary assumption is defined as:**

an assignment-specific assumption, as of the effective date regarding uncertain information used in an analysis, which, if found to be false, could alter the appraiser's opinions or conclusions.

Comment: Uncertain information might include physical, legal, or economic characteristics of the subject property; or conditions external to the property, such as market conditions or trends; or the integrity of data used in an analysis.

### FEE SIMPLE ESTATE OF INTEREST

Fee Simple Estate is the absolute ownership unencumbered by any other interest or estate; subject only to the limitations of eminent domain, escheat, police power and taxation.

### MOST PROBABLE SELLING PRICE

The price at which a property would most probably sell if exposed on the market for a reasonable time, under the market conditions prevailing on the date of the appraisal.

### MARKETING TIME

Marketing time is defined as the average amount of time necessary to expose a property to the open market and achieve a sale. Based upon information from local realtors, sellers and historical sales data, it is estimated that the subject could be sold within 2-3 years at the estimated value herein under market conditions existing as of the effective date of the appraisal.

### EXPOSURE TIME\*

The estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective estimate based on an analysis of past events assuming a competitive and open market. Exposure time is always presumed to occur prior to the effective date of the appraisal.

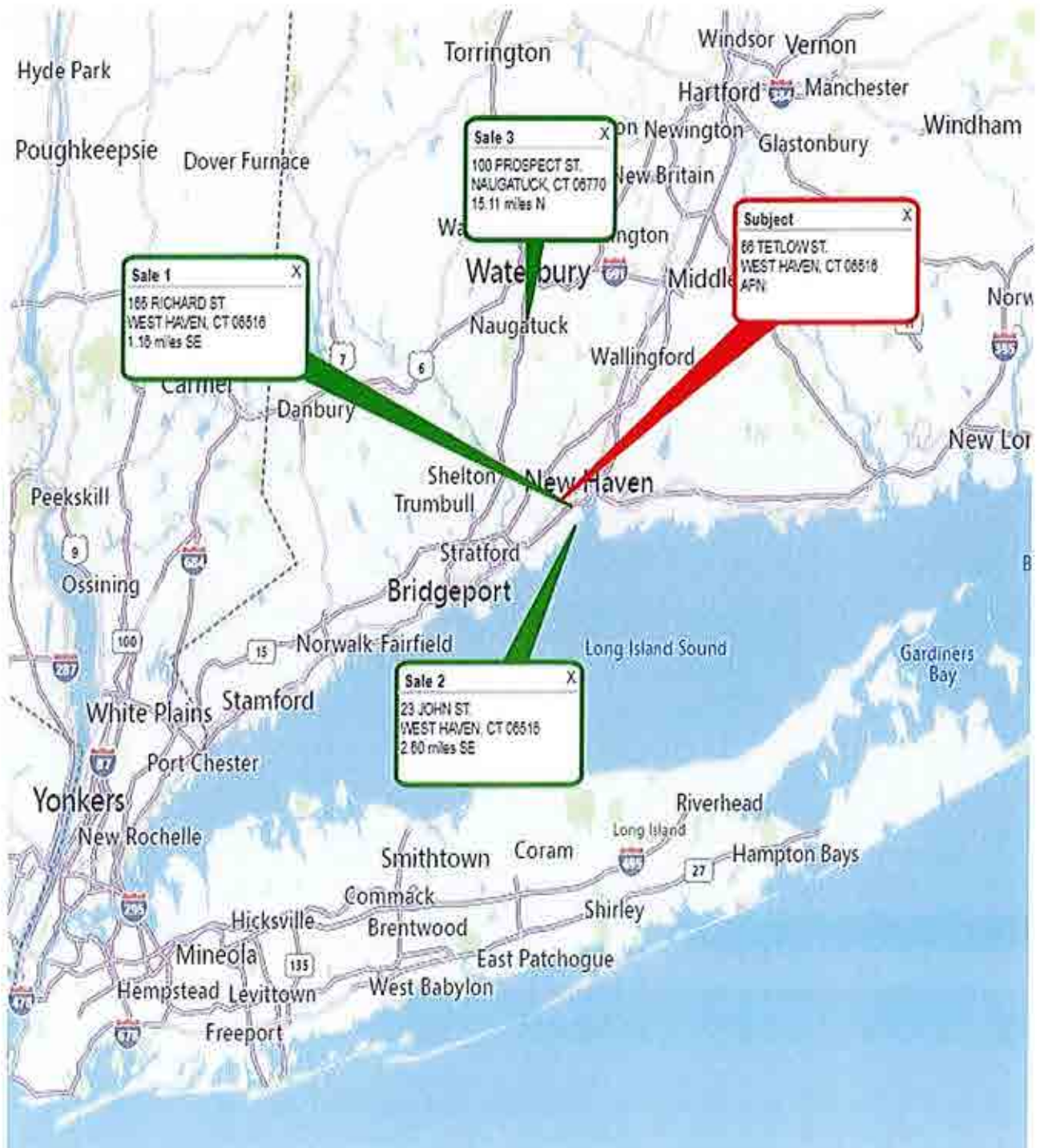
Exposure time was estimated at 2-3 years.

Source: The Dictionary of Real Estate Appraisal, Fourth Edition, 2002

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<sup>1</sup> Department of the Treasury, Office of the comptroller of the Currency. 12 CFR Part 34, dated Aug. 24, 1990 (Section 34.42 – Definitions)

## SITE LOCATION MAP



**ASSESSMENT AND TAXES**

	<b>70% VALUE</b>	<b>100% VALUE</b>
Assessment: Land:	\$ 144,620	\$ 206,600
Building:	\$ 1,010,300	\$ 707,210
Other:	\$ 0	\$ 0
<b>TOTAL ASSESSMENT:</b>	<b>\$ 851,830</b>	<b>\$ 1,216,000</b>
Basis:	70% of market value	
Current Mill Rate:	50 mills	
Last Revaluation:	October 01, 2021	
Current Annual Taxes:	\$ 42,592	

**The Appraiser is not confident with the City's values above.**

**ZONING**

The subject is located in Zone R2 (Residential) The following bulk requirements of said zone are taken from the West Haven Zoning Regulations. It is noted that the site is conforming and the current use is a permitted use.

**Bulk Requirements:**

Minimum Lot Square Footage:	120,000 sq ft
Minimum Lot Frontage:	30 Feet
Minimum Front Setback:	30 Feet
Minimum Side Yards:	25 Feet
Minimum Rear Yard:	45 Feet
Maximum Lot Coverage:	35%

See addendum for details



# COMMUNITY AND NEIGHBORHOOD DATA

## Community data

2021 Town Profile

1 / 2

Current Population

# West Haven, Connecticut

# 54,763

### General

Category	West Haven	State
Land Area	11	5,786
Population Density	5,094	129
Number of Households	19,886	1,790,712
Median Age	36.6	38.4
Median Household Income	\$62,985	\$75,414
Poverty Rate	12%	10%

### Economy

#### Top Industries

Industry	Establishments	Employees	Output
1 Federal Government	2,777	4	\$94,464
2 Local Government	1,511	15	\$65,332
3 Health Care & Social Assistance	1,510	91	\$36,530
4 Accommodation & Food Services	1,286	106	\$20,553
5 Wholesale Trade	1,227	70	\$65,573

#### SOTS Business Registrations

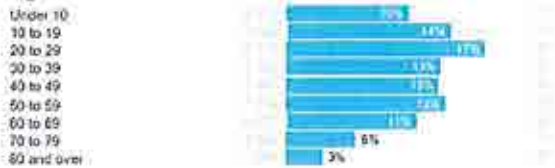
Year	Total Active Businesses	New Business Registrations
2020	4,875	175
2019		273
2018		294
2017		278
2016		246
2015		279
2014		277
2013		334
2012		277
2011		223
2010		232
2009		319
2008		206
2007		237
2006		262
2005		362
2004		288
2003		222
2002		265
2001		480

#### Key Employers

- 1 VA Medical Center-West Haven
- 2 Watson Inc
- 3 University Of New Haven
- 4 Yale University
- 5 Elm City Livery

### Demographics

#### Age Distribution



#### Race and Ethnicity



#### Language Spoken at Home



#### Educational Attainment



### Housing

Category	West Haven	State
Median Home Value	\$193,800	\$275,400
Median Rent	\$1,164	\$1,180
Housing Units	22,397	1,516,620



### Schools

#### School Districts

District	PK-12	Enrollment	PK-12	Enrollment
West Haven School District	97	5,801	83%	
Statewide	15,300	513,079	88%	

#### Smarter Balanced Assessments

Category	Math	ELA
West Haven School District	42%	48%
Statewide	48%	56%

# West Haven, Connecticut

54,763

## Labor Force

Employed	28,063	1,724,621
Unemployed	2,641	148,010
Unemployment Rate		
Self-Employment Rate*		

## Catchment Areas of 15mi, 30mi, and 60mi



## Access

Mean Commute Time	23 min	26 min
No Access to a Car		
No Internet Access		

## Commute Mode

Public Transport		
Walking or Cycling		
Driving		
Working From Home		

## Public Transit

CTransit Service	-
Other Public Bus Operations	-
Train Service	-

## Fiscal Indicators

### Municipal Revenue

Total Revenue	\$179,803,509
Property Tax Revenue	\$95,880,234
per capita	\$1,726
per capita, as % of state av.	57%
Intergovernmental Revenue	\$78,704,977
Revenue to Expenditure Ratio	101%

### Municipal Expenditure

Total Expenditure	\$177,858,886
Educational	\$107,765,731
Other	\$70,103,155

### Grand List

Equalized Net Grand List	\$3,928,816,873
per capita	\$71,591
per capita, as % of state av.	47%
Comm./Indust. Share of Net Grand List	13%

Actual Mill Rate	35.26
Equalized Mill Rate	24.11

### Municipal Debt

Moody's Rating	Baa3
Total Indebtness	\$117,093,317
per capita	\$2,134
per capita, as % of state av.	83%
as percent of expenditures	66%

Annual Debt Service	\$19,279,951
as % of expenditures	11%

Search AdvanceCT's [SiteFinder](#), Connecticut's most comprehensive online database of available commercial properties. [cta@a.a.org](#) [info@ctdata.org](#)

### About Town Profiles

The Connecticut Town Profiles are two page reports of demographic and economic information for each of Connecticut's 169 municipal ties. Reports for 2016-2019 are available from [profiles.ctdata.org](#)

Feedback is welcome, and should be directed to [info@ctdata.org](mailto:info@ctdata.org)

These Profiles can be used free of charge by external organizations, as long as AdvanceCT and CTData Collaborative are cited. No representation or warranties, expressed or implied, are given regarding the accuracy of this information.

### **Neighborhood Data**

The subject is on the Allingtown side of West Haven. The current market is suspect of rising inflation which will not be a positive factor in any Real Estate activity.

Allington is in the northern area of the City of West Haven. Typically, an older are than the rest of West Haven nearby Center District and West Shore.

Recently, significant Commercial Development activity has been done near central Allingtown & University of New Haven.

Currently the market appears stable, however, inflation is on the rise.

## SITE DATA

The following site data is based on a personal inspection, data in the West Haven public records and site plans included in this report.

Area:	66,647 sq ft, 1.53 acre +/-
Frontage:	Approximately 364.65 feet on Tetlow St & 309.9 ft on Ogden St.
Assessor Map Reference	Map 59 Block 10 Lot 0000
Shape:	Rectangular
Nearest Intersection:	The subject is located at the intersections of Tetlow St., Fairfax St., Ogden, & Dix St.
Street Improvements:	Tetlow St. is a two-lane asphalt paved roadway with streetlights, sidewalks, curbs, storm drains and sanitary sewers.
Topography:	Level at street grade
Utilities:	Municipal telephone, electricity, water and gas
Easements & Encroachments:	No adverse easements or encroachments that would affect the marketability of the subject
Access to Major Highways:	The subject is 2 miles north of I-95
Parking:	Approximately 30 cars on site.
Flood Plain: (1)	Zone X Map Panel 0436H
Landscaping:	Minimal / Typical
Soil and Subsoil Conditions:	Site inspection did not indicate any adverse soil and subsoil conditions or any apparent site contamination. If engineering tests were to be made and disclosed an adverse soil condition requiring correction, it would be necessary to revise this report to reflect this condition.

(1) As identified by the National Flood Insurance Program, Zone X is not a special flood hazard area.

# SITE (PLAT) MAP



## DESCRIPTION OF THE IMPROVEMENTS

General Description:	Two story former school
Construction:	Masonry
Gross Living Area:	26,926 sq ft
Actual Age:	Built 1978
Effective Age:	40 years
Foundation:	Poured concrete
Basement:	Full / Mostly finished 8,976 sq ft
Exterior Walls:	Brick
Roof:	Rubber
Interior Walls:	Drywall
Ceilings:	Drop ceilings
Floors:	Vinyl / Asphalt
Lighting:	Fluorescent / Incandescent
Insulation:	Unknown
Electrical:	3 Phase 480 volt adequate
Plumbing:	Boys & girls' lavatories

**DESCRIPTION OF THE IMPROVEMENTS CONTINUED**

Heating/Cooling:	Gas hot water heat / No air conditioning
Sprinkler System:	None
Deferred Maintenance:	Yes / Extensive mold in basement and interior damage likely roof damage.
Functional Obsolescence:	None
External Obsolescence:	None

Comments: The subject has extensive damage to walls, flooring, and ceilings (see photos). The subject was built as an Elementary School.

The structure appears adequate. Extensive remodeling and the heating system would put the school in average condition. There is a garage or industrial building on the site, it is not noted on the City's field card. The main building was used as an administration building for the City of West Haven. The former user was the University of New Haven as offices.

Note: Eagle Environmental Inc. conducted a Pre-Renovation Hazardous Building Materials Inspection Report project No21-202.10T1, on May 3, 2022. The results were Grand Total Expenses: \$1,187,270.

This report has summary pages in addenda; however, the entire report is not part of this appraisal. Note: This appraisal is done "As Is" with no assumptions regarding the Environmental Condition. There is an Extraordinary Assumption that the sales used were "As Is", See page 12.

**BUILDING SKETCH**





## **HIGHEST AND BEST USE**

The Highest & Best Use is that use which would provide the greatest net return over a given period of time.

Highest & Best Use is defined as follows:

*“The reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible and results in the highest value. The four criteria the Highest & Best Use must meet are legal permissibility, physical possibility, financial feasibility and maximum profitability.”*

### **Source: The Dictionary of Real Estate Appraisal**

The Second Edition, 1989

American Institute of Real Estate Appraisers

A Highest & Best Use analysis requires an application of the four criteria cited within the above definition to the site as vacant and to the site as improved.

## **HIGHEST & BEST USE - AS VACANT**

### ***LEGALLY PERMISSIBLE***

Legally permissible uses of land must consider zoning and building codes, governmental and deed restrictions and environmental factors which may preclude certain uses. The legally permissible uses to which this site may be developed are subject to applicable R2 zoning and West Haven building codes. There are no known deeds, governmental or environmental restrictions.

### ***PHYSICALLY POSSIBLE***

Physically possible uses of land must consider the size, shape, soil and topography availability of utilities and subsoil conditions of the site. The utility of the use of the site depends upon these characteristics.

The subject site is approximately 1.53 of an acre. It is a rectangular shaped parcel with level topography with access to most public utilities. Subsoil conditions are unknown. There does not appear to be any site characteristics that would prevent site development on the parcel.

### **FINANCIALLY FEASIBLE**

After the legally permissible and physically possible uses are determined, that use which generates an income equal to, or greater than, that necessary to amortize debt and pay operating expenses is concluded to be financially feasible.

### **MAXIMUM PROFITABILITY**

The maximally productive use of this site is that financially feasible use which will provide the greatest net return over a given period of time.

### **HIGHEST & BEST USE "AS VACANT" CONCLUSION**

The Highest & Best Use of the subject land, as vacant, is concluded to be for future commercial development subject to applicable R2 zoning requirements and City review.

### **HIGHEST & BEST USE AS IMPROVED CONCLUSION**

The same four criteria are applied in determining the Highest & Best Use of the subject property as improved. In my opinion, that use is its future commercial development. It is legally permissible relative to R2 zoning, and or City approval, physically possible because it exists, financially feasible because of availability of funds, and maximally productive considering the size and location of the site.

### **HIGHEST AND BEST USE**

A property's highest and best use is the foundation upon which the entire valuation rests. A study of the highest and best use identifies that property use which is the most profitable for which the property can be put, at a certain point in time. Highest and best use, as used in this report, is defined as: "The reasonably probable and legal use of vacant land or an improved property, that is physically possible, appropriately supported, and financially feasible and that results in the highest value".<sup>2</sup>

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<sup>2</sup> Appraisal Institute: The Appraisal of Real Estate, 13<sup>th</sup> Edition, 2008, page 277

## APPROACHES TO VALUE DEFINITIONS

There are three traditionally accepted approaches to the valuation of real estate. These approaches are defined as follows:

**COST APPROACH** - Approach through which an appraiser derives a value indication of the fee simple interest in a property by estimating the current cost to construct a reproduction of or replacement for the existing structure, deducting for all evidence of accrued depreciation from the cost new of the reproduction or replacement structure, and adding the estimated land value plus an entrepreneurial profit. Adjustments may be made to the indicated fee simple value of the subject property to reflect the value indication of the property interest being appraised.

**DIRECT SALES COMPARISON APPROACH** - Approach through which an appraiser derives a value indication by comparing the property being appraised to similar properties that have been sold recently, applying appropriate units of comparison and making adjustments, based on the elements of comparison to the sales prices of the comparables.

**INCOME CAPITALIZATION APPROACH** - Approach through which an appraiser derives a value indication for income-producing property by converting anticipated benefits, i.e., cash flows and reversions, into property value. This conversion can be accomplished in two ways: One year's income expectancy or an annual average of several years' income expectancies may be capitalized at a market-derived capitalization rate or a capitalization rate that reflects a specified income pattern, return on investment, and change in the value of the investment; secondly, the annual cash flows may be discounted for the holding period and the reversion at a specified yield rate.

From: THE DICTIONARY OF REAL ESTATE APPRAISAL, second edition American Institute of Real Estate Appraisers.

## SALES COMPARISON APPROACH TO VALUE

### **Methodology**

The Sales Comparison Approach produces an estimate of value by comparing recent sales of similar properties in the surrounding or competing area to the subject property. Inherent in this approach is the principle of substitution which holds that “when a property is replaceable in the market, its value tends to be set at the cost of acquiring an equally desirable substitute property, assuming that no costly delay is encountered in making the substitution.”

By analyzing sales, which qualify as arms-length transactions between willing, knowledgeable buyers and sellers with reasonable market exposure, I can identify price trends from which value parameters may be extracted. Comparability in physical, locational and economic characteristics is an important criteria in evaluating the sales in relation to the subject property. The basic steps involved in the development of this approach are as follows:

- (1) Researching recent relevant property sales throughout the competitive area.
- (2) Analyzing the selected comparable sale properties concerning time of sale and any change in economic conditions which may have occurred to the date of value; locational factors such as ease of access and proximity to public transportation and highways; age; condition; physical, functional and economic characteristics and any other relevant factors of comparison.
- (3) Reducing the sale price to common units of comparison (i.e., price per square foot of building area).
- (4) Making estimated adjustments to the comparable properties as they compare to the subject property.
- (5) Interpreting the adjusted sales data and reaching a market reflective conclusion.

### **Analysis and Conclusions**

In my research and analysis of the market for improved properties with characteristics similar to those of the subject, I have attempted to gather what I consider relevant data so that reasonable comparisons could be made.

### **Comment on cost approach:**

The cost approach combines an estimate of land value with an estimate of depreciated reproduction or replacement cost of the improvements. The principle of substitution is the basis of the cost approach, in that no rational person will pay more for a property than the amount for which he can obtain, by purchase of a site and construction of a building, with undue delay, a property of equal desirability and utility.

**COMPARABLE SALE # 1  
165 & 169 RICHARDS ST & 70 HALL, WEST HAVEN, CT**



Sale Price:	\$250,000
Sale Date:	11/15/2022
Deed Reference:	Volume 1954 Page 498
Assessor Reference:	Map 48 Lot 97 & 110 & 111
Grantor:	City of West Haven
Grantee:	Enclave Properties LLC
Age:	Built 1925
Data Source:	Town Land Records
Land Area:	2.17 acres
Building Area:	55,979 sq ft
Zone:	R3
Sale Price per sq. ft.	\$ 4.47

**COMPARABLE SALE # 1-COMMENTS:** This sale is in the same city as the subject and carries significant weight for value. Richard St., formerly Thompson Elementary School, vacant for several years. 70 Hall St is a vacant parcel of land with .62 acres of land abutting the Richard St property. This site was proposed to build 50 residential apartments. On 11/22/222 Centerville Bank provided \$5,437,957 of financing, presumably for construction. The condition is assumed to be slightly superior. The location appears similar with mostly residential, however it's near I-95 with above average noise.

**COMPARABLE SALE # 2**  
**23 & 47 JOHN ST & 46 CONGRESS AVE., WATERBURY, CT**



Sale Price:	\$ 410,000
Sale Date:	06/28/2022
Deed Reference:	Volume 8528 Page 257
Assessor Reference:	Map 367 Block 679 Lot 30 & 31
Grantor:	Saint Joseph Parish
Grantee:	City of Waterbury
Age:	Built 1900 - 1950
Data Source:	Town Land Records
Land Area:	1.68 acres
Building Area:	43,218 sq ft
Zone:	RH
Sale Price per sq. ft.:	\$ 9.49

**COMPARABLE SALE #2-COMMENTS:** This sale is located in the same county as the subject, New Haven County. The demographics are similar to the subject. There are 3 buildings, formerly St Joseph's School and Convent. The City of Waterbury plans to convert the school to a tutoring and mentoring center and the convent to be a "Homework Haven" to bolster after-school learning opportunities. No financing was recorded at the time of closing.

**COMPARABLE SALE # 3  
100 PROSPECT ST., NAUGATUCK, CT**



Sale Price:	\$ 300,000
Sale Date:	10/20/2016
Deed Reference:	Volume 985 Page 83
Assessor Reference:	Map AH15 Lot 47E7
Grantor:	Borough of Naugatuck
Grantee:	First Prospect LLC
Age:	Built 1955
Data Source:	Town Land Records
Land Area:	1.1 acres
Building Area:	38,454 sq ft
Zone:	RA1
Sale Price per sq. ft.	\$8.00

**COMPARABLE SALE # 3-COMMENTS:** The sale is located in the same County as the subject, New Haven County. The demographics are similar to the subjects', location is assumed superior also. The sale is older however, the market place in 2016 was stable. Currently the site has The Club, a health and fitness center.

**SALES COMPARISON GRID**

	<b>SUBJECT</b>	<b>COMP. #1</b>	<b>COMP. #2</b>	<b>COMP. #3</b>
LOCATION	66 Tetlow St., West Haven	165 & 169 Richard St & 70 Hall St. West Haven	23 & 47 John & 46 Congress Ave., Waterbury	100 Prospect St., Naugatuck
SALE PRICE	N/A	\$250,000	\$410,000	\$300,000
SALE DATE	12/16/2022	11/15/2022	06/28/2022	10/20/2016
LOCATION	Average -	Average -	Average	Average
GROSS LIVING AREA/SQ FT	26,928 sq ft	55,979 sq ft	43,218 sq ft	38,454 sq ft
AGE	1978	1925	1900-1950	1955
CONDITION	Fair-	Fair	Average	Average
LAND AREA	1.53 acres	1.98 acres	1.68 acres	1.1 acres
LAND/BLDG RATIO	2.48:1	1.54:1	1.69:1	1.25:1
USE	Former vacant school	Former school	Former school	Former school
SALE PRICE/SF	N/A	\$4.47	\$9.49	\$7.80

**SALES ADJUSTMENTS**

<b>TIME/COND:</b>	0	0	0
<b>ADJUSTED SP PER SF:</b>	\$4.47	\$9.49	\$7.80
<b>LOCATION:</b>	-5%	0	-10%
<b>BUILDING AREA:</b>	+5%	0	-10%
<b>AGE/CONDITION</b>	-10%	-20%	-20%
<b>LAND/BUILDING RATIO</b>	+5%	+5%	+7%
<b>ADJUSTED SP PER SF:</b>	\$4.25	\$7.88	\$6.16
<b>AVERAGE ADJUSTED SP PER SF:</b>	\$6.10		



## CONDITION LEGEND

New:	New construction within 1 year
Very Good:	Recently built, 1-5 years and / or superior interior fit-up
Good:	Built between 5 & 15 years, or updated same period
Above Average:	Average + partial updates
Average:	Average for age, considering normal wear and tear
Below Average:	Obvious deferred maintenance, some building components need repairs, updating
Fair:	Lack of general maintenance, issues of dis-repair
Poor:	Uninhabitable, high degree of obsolescence and major neglect, often potential demolition

## EXPLANATION OF ADJUSTMENTS

**Market Conditions: (Time):** The market appears stable since 2016.

**Location:** An adjustment to sales # 1&3 for their superior locations.

**Building Area:** Adjustments reflect the inverse relationship between sale price and sale price per sq. ft. Sales with less building area than the subject property require minus adjustments to the sale price per sq. ft.; sales with more building area require plus adjustments.

**Condition/ Age:** Each sale was adjusted for age and condition based on visual exterior inspection and research by the appraiser.

**Land/Building Ratio:** Reflects the amount of land per building area. The higher ratio represents larger sites, which can produce more on site parking. The lower ratio often indicates less potential parking. Commercial space is influenced by on site parking.

**SALES COMPARISON APPROACH CONCLUSION/VALUE**

The quality and quantity of the comparable sales data is rated average. All sales have been analyzed as they compare to the subject property and all elements of comparison have been considered. The estimated adjustment to the sales data result in an adjusted sales price per sq. ft. range between \$ 4.25 and \$ 7.88 with an average sales price per sq. ft. of \$ 6.10. After careful consideration, it is my opinion that the subject property has a supportable per square foot value of \$ 4.25. Most weight was given to comparable 1 for location.

Therefore:

$$26,928 \text{ sq ft} \times \$ 4.25 = \$114,444$$

**ESTIMATED VALUE VIA THE SALES COMPARISON APPROACH =**

**ONE HUNDRED FOURTEEN THOUSAND DOLLARS**

**\$ 114,000**

**CORRELATION AND FINAL VALUE CONCLUSION**

<b>Cost Approach</b>	<b>N/A</b>
<b>Income Approach</b>	<b>Not developed</b>
<b>Sales Comparison Approach</b>	<b>\$ 114,000</b>

The *Direct Sales Comparison Approach* was developed in this report. This approach reflects the action of buyers and sellers in the market place and is also considered to be a reliable method of valuing investment real estate. This approach is most reliable when comparable sales data exists.

The *Income Approach* is considered to be a reliable and realistic method of valuation inasmuch as it directly reflects the individual income producing capabilities of the subject.

The *Cost Approach* was considered but was concluded to not be applicable. This approach was not developed due to current market conditions that indicate the value of existing properties is less than the cost to construct comparable properties.

Predicated upon information set forth in this appraisal, together with my judgment and experience, it is my opinion that the subject property has an indicated Fee Simple market value on December 16, 2023, of:

**ONE HUNDRED FOURTEEN THOUSAND DOLLARS**

**\$ 114,000**



Charles A. Liberti, GAA  
CT. Certified General Appraiser  
License # RCG.0000647  
Expiration date: 04/30/2023

## CONTINGENT AND LIMITING CONDITIONS

The certification of the appraiser appearing in the appraisal report is subject to the following limiting conditions.

1. The appraiser assumes no responsibility for matters of a legal nature affecting the property appraised or the title thereto, nor does the appraiser render any opinion as to the title, which is assumed to be good and marketable. The property is appraised as though under responsible ownership. All existing liens and encumbrances have been disregarded and the property is appraised as though free and clear, unless otherwise specified.
2. The maps, plats, and exhibits included in this report are for illustration only to help the reader visualize the property. They should not be considered as surveys or relied upon for any other purpose. No appraiser responsibility is assumed in connection therewith.
3. It is assumed, unless specifically disclosed, that there are no structural defects hidden by floor or wall coverings or any other hidden or unapparent conditions of the property; that all mechanical equipment and appliances are in good working condition; and that all electrical components and the roofing are in good condition. If the client has any questions regarding these items, it is the client's responsibility to order the appropriate inspections. The appraiser does not have the skill or expertise needed to make such inspections. The appraiser assumes no responsibility for these items.
4. No soil borings or analysis has been made of the subject. It is assumed that soil conditions are adequate to support standard construction consistent with the highest and best use as stated in this report.
5. It is assumed that all required licenses, consents, or other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the noncompliance is stated and considered in this report.
6. When the Discounted Cash Flow Analysis is utilized, it is prepared on the basis of information and assumptions stipulated in this report. The achievement of any financial projections will be affected by fluctuating economic conditions and is dependent upon the occurrence of other future events that cannot be assured. Therefore, the actual results achieved may well vary from the projections and such variations may be material.

**CONTINGENT AND LIMITED CONDITIONS - CONTINUED**

7. The appraiser is not required to give testimony or appear in court because of having made the appraisal with reference to the property in question, unless arrangements have been previously made therefore.
8. Any distribution of the valuation in the report between land and improvements applies only under the existing program of utilization. The separate valuations for land and building must not be used in conjunction with any other appraisal and are invalid if so used.
9. Information, estimates, and opinions furnished to the appraiser, and contained in the report, were obtained from sources considered reliable and believed to be true and correct. However, the appraiser can assume no responsibility for accuracy of such items furnished the appraiser.
10. Disclosure of the contents of the appraisal report is governed by the Bylaws and Regulations of the professional appraisal organization with which the appraiser is affiliated.
11. Neither all, nor any part of the report, or copy thereof (including conclusions as to the property value, the identity of the appraiser, professional designations, reference to any professional appraisal organizations, or the firm with which the appraiser is connected), shall be used for any purposes by anyone but the client specified in the report, the borrower if appraisal fee paid by the same, the mortgagee or its successors and assigns, mortgage insurers, consultants, professional appraisal organizations, any state or federally approved financial institution, any department, agency, or instrumentality of the United States or any state or the District of Columbia, without the previous written consent and approval of the appraiser.
12. On all appraisals of property under construction or renovation, the appraisal report and value conclusion are contingent upon satisfactory completion of the improvements in a workmanlike manner.
13. The individual values estimated for the various components of the subject property are valid only when taken in the context of this report and are invalid if considered individually or as components in connection with any other appraisal.
14. The date of value to which the opinions expressed in this report is set forth in a letter of transmittal. The appraiser assumes no responsibility for economic or physical factors occurring at some later date that may affect the opinions herein stated.

## CONTINGENT AND LIMITING CONDITIONS - CONTINUED

15. If this report is used within a credit sale-leaseback-type transaction, or the offering structure of a syndicate or syndication partnership, joint venture, or association, it is to be noted that the market value estimate rendered is restricted exclusively to the underlying real property rights defined in this report. No consideration whatsoever is given to the value of any partnership units or interest(s), broker or dealer selling commissions, general partners' acquisition fees, operating deficit reserves, offering expenses, atypical financing, and other similar considerations.

16. My value estimate presumes that all benefits, terms, and conditions have been disclosed in any lease agreements, and I have been fully informed of any additional considerations (i.e., front-end cash payments, additional leasehold improvement contributions, space buybacks, free rent, equity options).

17. This appraisal was prepared for the confidential use of the client for the purpose specified and must not be used in any other manner without the written consent of the appraiser. The report and the data herein contained, except that provided by the client, remain the exclusive property of Blue Ribbon Appraisals, LLC.

18. This appraisal report includes sufficient information to indicate that the appraiser complies with the requirements of Standards Rule 1 of USPAP, including the requirements governing any permitted departures from the appraisal guidelines.

## CRITICAL ASSUMPTIONS AND LIMITING CONDITIONS

The value estimate in this appraisal report is subject to the following critical assumption(s) and limiting condition(s), in addition to the standard Assumptions and Limiting Conditions herein.

This appraisal is predicated on the assumption that hazardous substances do not exist at the subject property. Hazardous substances cover any material within, around, or near a property that may have a negative effect on its value, including, without limitation, hazards that may be contained within the property, such as friable asbestos, and external hazards, such as toxic waste or contaminated ground water. No apparent evidence of contamination or potentially hazardous materials are observed on the date of inspection. The appraiser, however, is not qualified to determine the existence of, nor do I make any certification as the presence or absence of, any hazardous substances. No responsibility is assumed for any such conditions, nor for any expertise or engineering knowledge required to discover them.

**ADA:** I have not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the Americans with Disabilities Act (ADA), nor have I considered possible compliance with the requirements of ADA in estimating the value of the property.

**ADDENDUM**

**LEGAL DESCRIPTION PAGE ONE**

**Not Available**



# FIELD CARD SIDE 1

Property Location		Account #		Map U		Blgd #		Bldg Name		Card #		Print Date	
13077		00041701		SW 1W 11		1		Sec # 1 of 1		1 of 1		12-15-2022 11:44:56	
<b>CONSTRUCTION DETAIL</b>													
SYN#	500	Office		MIXED USE		9033		PUB SCHOOL MDL-94		100		0	
Model	94	Contrl/Ind		CONSTRUCTION DETAIL (CONTINUED)		9033		PUB SCHOOL MDL-94		100		0	
Grade	03	Average		COST/MARKET VALUATION		9033		PUB SCHOOL MDL-94		100		0	
Stores:	2			RCN		1,578,546		Year Built		1978		Effective Year Built	
Occupancy	1,00	Brick/Masonry						Depreciation Code		A		1984	
Exterior Wall 1	20	Minimum						Year Remodeled		0		Functional Obsol	
Exterior Wall 2	01	Flat						Trend Factor		1		Condition %	
Roof Structure	01	T&G/Rubber						RCNLD		64		1,010,300	
Roof Cover	04	Drywall/Sheet						Dep % Ovr		0		Misc Imp Ovr	
Interior Wall 1	05	Plywood Panel						Cost to Cure Ovr		0		Cost to Cure Ovr	
Interior Wall 2	04	Carpnt											
Interior Floor 1	14	Gas											
Interior Floor 2	03	Vinyl/Asphalt											
Heating Fuel	03	Hot Water											
Heating Type	05	Central											
AC Type	03	PUB SCHOOL MDL-94											
Bldg Use	9033												
Total Rooms	00												
Total Bedrms	0												
Total Baths	01	HEAT/AC PKGS											
Head/AC	03	MASONRY											
Baths/Plumbing	02	AVERAGE											
Ceiling/Wall	06	CEIL & WALLS											
Rooms/Ftns	02	AVERAGE											
Wall Height	10,00												
% Conn Wall	0,00												
1st Floor Use:	9033												
<b>OB - OUTBUILDING &amp; YARD ITEMS(U) XE - BUILDING EXTRA FEATURES(B)</b>													
Code	Description	UB	Units	Unit Price	Totl Bld	Condt	Grd	Grade Adj	Appr Value				
<b>BUILDING SUB-AREA SUMMARY SECTION</b>													
Code	Description	Living Area	Floor Area	Eff Area	Unit Cost	Undeprc Value							
BAS	First Floor	8,976	8,976	8,976	68.97	619,033							
FEM	Basement, Finished	8,976	8,976	8,976	41.38	371,447							
FUS	Upper Story, Finished	8,976	8,976	8,976	65.52	588,067							
Totl Gross Liv / Lease Area		26,928	26,928	26,928									

BAS  
FEM  
FUS  
06

**FIELD CARD SIDE 2**

Property Location: 66 TETLOW ST  
 Vision ID: 15077  
 Account #: 00041701  
 Map ID: SW 1011  
 Bldg #: 1  
 Bldg Name: Sec # 1 of 1  
 Card #: 1 of 1  
 State Use 5005  
 Print Date 12-15-2022 11:44:55

**CURRENT OWNER**  
 SCHOOL-BLAKE ADMIN BLDG  
 28 OGDEN ST  
 WEST HAVEN CT 06516

**TOPPO UTILITIES**  
 SUPPLEMENTAL DATA  
 AT PRID C-4 149  
 SUBDIVISI FIRE D 003  
 PHOTO VDO  
 WARD  
 PRECINC  
 TRACT 1541  
 GIS ID 059/00100/0000  
 Assoc P#:

**RECORD OF OWNERSHIP**  
 SCHOOL-BLAKE ADMIN BLDG  
 BR-VOL/PAGE SALE DATE QUT VIN SALE PRICE VC

Year	Code	Description	Amount	Code	Description	Number	Amount	Year	Code	Assessed	Year	Code	Assessed
2021	U		0	V		0	144,620	2020	21	144,620	2020	21	144,620
2021	V		0				707,210	2020	22	707,210	2020	22	707,210
Total			0.000				851,830	Total		1,216,830	Total		851,830

**EXEMPTIONS**  
 Description: OFFICE BLDG ADMIN

**OTHER ASSESSMENTS**  
 Description: ASSESSING NEIGHBORHOOD  
 Nbrhd: B  
 Trading: B  
 Batch: B

**NOTES**  
 OFFICE BLDG ADMIN

**APPRaised VALUE SUMMARY**  
 Appraised Bldg. Value (Card) 1,010,300  
 Appraised Xr (B) Value (Bldg) 0  
 Appraised Ob (B) Value (Bldg) 0  
 Appraised Land Value (Bldg) 206,600  
 Special Land Value 0  
 Total Appraised Parcel Value 1,216,900  
 Valuation Method C

**BUILDING PERMIT RECORD**  
 Permit ID Issue Date Type Description Amount Insp Date % Comp Date Comp Comments

Permit ID	Issue Date	Type	Description	Amount	Insp Date	% Comp	Date Comp	Comments
	02-02-2010	NS						
	05-25-2000	NS						

**LAND LINE VALUATION SECTION**  
 B Use Code Description Zone Land Type Land Units Unit Price L. Factor Site Index Cond. Nbrhd. Nbrhd Adj. Notes Location Adjustment Adj Unit Pric Land Value

B Use Code	Description	Zone	Land Type	Land Units	Unit Price	L. Factor	Site Index	Cond.	Nbrhd.	Nbrhd Adj	Notes	Location Adjustment	Adj Unit Pric	Land Value
1	9033 PUB SCHOOL	R2		1.530 AC	150,000.00	1.00000	C	1.00	C400	0.900		0		206,600

Total Card Land Units: 2 AC  
 Parcel Total Land Area: 2  
 Total Land Value: 206,600

**VISIT/CHANGE HISTORY**  
 Date ID Type Is Cd I Purpose/Result

Date	ID	Type	Is	Cd	I	Purpose/Result
02-02-2010	NS					00 Measure+Listed
05-25-2000	NS					00 Measure+Listed

## PROPERTY CARD



City of West Haven, CT

Property Listing Report

Map Block Lot

058-0010-0-0000

Building # 1

Section # 1

Account

00041701

### Property Information

Property Location	<b>66 TETLOW ST</b>
Owner	<b>SCHOOL-BLAKE ADMIN BLDG</b>
Co-Owner	
Mailing Address	<b>25 OGDEN ST WEST HAVEN CT 06516</b>
Land Use	<b>9033 PUB SCHOOL MDL-94</b>
Land Class	<b>E</b>
Zoning Code	<b>R2</b>
Census Tract	

Street Index	<b>C400</b>
Acreage	<b>1.53</b>
Utilities	
Lot Setting/Desc	
Additional Info	

**Photo**

No Photo Available

**Sketch**

### Primary Construction Details

Year Built	<b>1978</b>
Stories	<b>2</b>
Building Style	<b>Office</b>
Building Use	<b>Comm/Ind</b>
Building Condition	<b>A</b>
Occupancy	<b>1.00</b>
Extra Fixtures	<b>0</b>
Bath Style	<b>NA</b>
Kitchen Style	<b>NA</b>
AC Type	<b>03</b>
Heating Type	<b>Hot Water</b>
Heating Fuel	<b>Gas</b>

Bedrooms	<b>0</b>
Full Bathrooms	<b>0</b>
Half Bathrooms	<b>0</b>
Total Rooms	<b>0</b>
Roof Style	<b>Flat</b>
Roof Cover	<b>T&amp;G/Rubber</b>
Interior Floors 1	<b>Carpet</b>
Interior Floors 2	<b>Vinyl/Asphalt</b>
Exterior Walls	<b>Brick/Masonry</b>
Exterior Walls 2	<b>Minimum</b>
Interior Walls	<b>Drywall/Sheet</b>
Interior Walls 2	<b>Plywood Panel</b>

### (\*\*Industrial / Commercial Details)

Building Desc.	<b>PUB SCHOOL</b>
Building Grade	<b>Average</b>
Heat / AC	<b>HEAT/AC PKGS</b>
Frame Type	<b>MASONRY</b>
Baths / Plumbing	<b>AVERAGE</b>
Ceiling / Wall	<b>CEIL &amp; WALLS</b>
Rooms / Ptns	<b>AVERAGE</b>
Wall Height	<b>10.00</b>
First Floor Use	<b>9033</b>

Report Created On: 1/19/2023



---

**Fw: Blake Building Environmental Study Reports**

1 message

---

Lee Tiernan <LTiernan@westhaven-ct.gov>  
To: Charles Liberti <blueribbonct@gmail.com>

Thu, Jan 5, 2023 at 10:32 AM

This is Blake building

---

**From:** Douglas Colter <dcolter@westhaven-ct.gov>  
**Sent:** Tuesday, December 6, 2022 2:18 PM  
**To:** Lee Tiernan <LTiernan@westhaven-ct.gov>  
**Subject:** Fw: Blake Building Environmental Study Reports

Doug Colter, C.F.M.

Grants Coordinator  
Flood Plain Manager



Department of Planning and Development  
Office of Grants In Aid  
City of West Haven  
355 Main St  
West Haven, CT 06516  
203.937.3620 ext 3010  
dcolter@westhaven-ct.gov



<http://www.cityofwesthaven.com/>

---

**From:** Douglas Colter <dcolter@westhaven-ct.gov>  
**Sent:** Friday, August 5, 2022 9:18 AM  
**To:** Hunter Naizby <hunter@shorelinesustainable.com>  
**Cc:** Lee Tiernan <LTiernan@westhaven-ct.gov>  
**Subject:** Blake Building Environmental Study Reports

Doug Colter, C.F.M.

Grants Coordinator  
Flood Plain Manager



Department of Planning and Development  
Office of Grants In Aid  
City of West Haven  
355 Main St  
West Haven, CT 06516  
203.937.3620 ext 3010  
[dcolter@westhaven-ct.gov](mailto:dcolter@westhaven-ct.gov)




<http://www.cityofwesthaven.com/>

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**2 attachments**

 **66 Tetlow St - Pre-RenoDemo Haz Inspection Report.pdf**  
12035K

 **Phase I ESA-66 Tetlow St (1).pdf**  
16985K

**EAGLE ENVIRONMENTAL INC. REPORT DATED MAY 03, 2022**  
**(PORTION OF IT)**



**EAGLE**  
**Environmental, Inc.**

- › Industrial Hygiene / IAQ
- › Hazardous Building Materials
- › Environmental Assessments
- › Laboratory Services & Training

May 3, 2022

Mr. Doug Davis  
Purchasing Manager  
City of West Haven  
355 Main Street  
West Haven, Connecticut 06516

**RE: Pre-Renovation Hazardous Building Materials Inspection Report**  
**Former Blake School**  
**66 Tetlow Street**  
**West Haven, Connecticut**  
**Eagle Project No. 21-202.10T1**

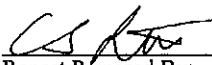
Dear Mr. Davis:

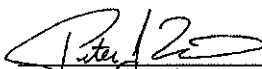
Please find the report for the hazardous building materials inspection conducted at the former Blake School located at 66 Tetlow Street in West Haven, Connecticut (the "Site"). The scope of services included an asbestos-containing materials inspection, a lead-based paint screen, lead waste characterization sampling and analysis, an inspection for Polychlorinated Biphenyls (PCB's) in building materials and an inspection for universal waste materials.

The inspection was performed to support the renovation of the building.

Please do not hesitate to contact us if you have any questions regarding the contents of this report.

Sincerely,  
Eagle Environmental, Inc.

  
Report Prepared By:  
Chris Liberti  
Vice President of Operations

  
Report Reviewed By:  
Peter J. Fohno  
Principal

Z:\2021 Files\2021 Reports\West Haven, City of\Blake School\HBM\66 Tetlow St - Pre-Reno Demo Haz. Inspection Report.doc

**8 SOUTH MAIN STREET, SUITE 3 • TERRYVILLE, CT 06786**  
**PHONE (860) 589-8257 • FAX (860) 585-7034**

**APPENDIX H**  
**ABATEMENT AND CONSULTING COST ESTIMATES**



<b>HAZARDOUS MATERIALS ABATEMENT &amp; CONSULTING COST ESTIMATES</b>				
<b>66 TETLOW STREET</b>				
<b>WEST HAVEN, CONNECTICUT</b>				
<b>ASBESTOS ABATEMENT COST ESTIMATE</b>				
<b>MATERIALS</b>	<b>QUANTITY</b>	<b>UNIT COST</b>		<b>TOTAL COST</b>
FLOOR TILE AND MASTIC*	1,800	\$ 7.00	SF	\$ 12,600.00
FLOOR TILE WITH PCB CARPET GLUE*	12,160	\$ 8.00	SF	\$ 97,280.00
WALL PLASTER*	18,250	\$ 12.00	SF	\$ 219,000.00
CEILING PLASTER*	21,780	\$ 8.00	SF	\$ 174,240.00
END CAP SEALANT	40	\$ 15.00	SF	\$ 600.00
SINK UNDERCOATING	2	\$ 250.00	EACH	\$ 500.00
INTERIOR DOOR FRAME CAULK	16	\$ 25.00	LF	\$ 400.00
FIRE DOOR INSULATION	14	\$ 300.00	DOORS	\$ 4,200.00
FLOOR LEVELING COMPOUND	475	\$ 7.00	SF	\$ 3,325.00
SUSPENDED CEILING TILE	170	\$ 10.00	SF	\$ 1,700.00
HVAC METAL DUCT SEAM CAULK	175	\$ 25.00	SF	\$ 4,375.00
GREY CAULK AT CEILING VENT IN SUSPENDED TILE GRID SYSTEM	1,285	\$ 10.00	LF	\$ 12,850.00
EXTERIOR CAULK APPLIED OVER BRICK MORTAR-TAN AND GREY	2,100	\$ 8.00	LF	\$ 16,800.00
EXTERIOR WINDOW FRAME CAULK*	2,200	\$ 12.00	LF	\$ 26,400.00
EXTERIOR DOOR FRAME CAULK	16	\$ 20.00	LF	\$ 320.00
EXPANSION JOINT CAULK	60	\$ 15.00	LF	\$ 900.00
PARAPET ADHESIVE/TAR	1,075	\$ 8.00	SF	\$ 8,600.00
WINDOW PANEL SETTING SEALANT*	650	\$ 10.00	LF	\$ 6,500.00
RESIDUAL BLOCK INSULATION IN WALL	1	\$ 300.00	SF	\$ 300.00
INTERIOR WINDOW GLAZING COMPOUND-GREY*	315	\$ 300.00	EACH	\$ 94,500.00
INTERIOR WINDOW GLAZING COMPOUND WITH BLACK EXTER. GLAZING**	50	\$ 350.00	EACH	\$ 17,500.00
JOINT COMPOUND ON SHEETROCK WALLS***	32,060	\$ 4.00	SF	\$ 128,240.00
<i>HB SMITH 28 INTERIOR BOILER COMPONENTS</i>	<i>1</i>	<i>\$ 12,000.00</i>	<i>SUM</i>	<i>\$ 12,000.00</i>
SUBTOTAL				\$ 843,130.00
ASBESTOS ABATEMENT CONTINGENCY				\$ 84,313.00
ASBESTOS TOTAL				\$ 927,443.00
*MATERIALS TO BE DISPOSED OF AS REGULATED ASBESTOS WASTE AND CT REGULATED PCB WASTE <50 PPM				
**MATERIALS TO BE DISPOSED OF AS REGULATED ASBESTOS WASTE AND PCB BULK PRODUCT WASTE >50 PPM				
***JOINT COMPOUND AND ASSOCIATED SHEETROCK WALLS DISPOSED OF AS REGULATED ASBESTOS WASTE				
<i>ITALICS-MATERIALS ASSUMED TO BE ASBESTOS-CONTAINING</i>				
<b>LEAD BASED PAINT COST ESTIMATE</b>				
<b>MATERIAL</b>	<b>QUANTITY</b>	<b>UNIT COST</b>		<b>TOTAL COST</b>
LEAD BASED PAINT DEMOLITION ALLOWANCE	1	\$ 15,000.00	SUM	\$ 15,000.00
SUBTOTAL				\$ 15,000.00
LEAD DEMOLITION TOTAL				\$ 15,000.00
<b>UNIVERSAL WASTE ABATEMENT COST ESTIMATE</b>				
<b>MATERIAL</b>	<b>QUANTITY</b>	<b>UNIT COST</b>		<b>TOTAL COST</b>
BALLAST AND CAPACITOR RECLAMATION	2	\$ 15.00	EA	\$ 30.00
LIGHT TUBES RECLAMATION	5492	\$ 2.00	LF	\$ 10,984.00
U-SHAPED LIGHT TUBES RECLAMATION	192	\$ 3.00	LF	\$ 576.00
CHLOROFUOROCARBONS	8	\$ 15.00	EA	\$ 120.00
MERCURY THRMOSTAT	1	\$ 250.00	EA	\$ 250.00
LEAD ACID BATTERIES	40	\$ 15.00	EA	\$ 600.00
USED ELECTRONICS DISPOSAL	1	\$ 100.00	CY	\$ 100.00
LABOR	5	\$ 500.00	DAY	\$ 2,500.00
SUBTOTAL				\$ 15,160.00
UNIVERSALWASTE CONTINGENCY				\$ 1,516.00
UNIVERSAL WASTE TOTAL				\$ 16,676.00

<b>PCB ABATEMENT COST ESTIMATE</b>				
<b>NON-ASBESTOS CONTAINING MATERIALS REMOVED AND DISPOSED OF AS CT REGULATED PCB WASTE &lt;50 PPM. REMOVAL AND DISPOSAL OF MATERIALS THAT CONTAIN ASBESTOS AND CARPET GLUE ON ASBESTOS FLOOR TILES INCLUDED WITH ASBESTOS ABATEMENT COST ESTIMATE.</b>				
MATERIAL	QUANTITY	UNIT COST		TOTAL COST
CARPET GLUE	1,600	\$ 8.00	SF	\$ 12,800.00
INTERIOR DOOR CAULK	24	\$ 20.00	LF	\$ 480.00
PAINT ON MASONRY WALLS	4,200	\$ 17.00	SF	\$ 71,400.00
PAINT ON CONCRETE FLOORS	3,500	\$ 8.00	SF	\$ 28,000.00
SUBTOTAL				\$ 112,680.00
PCB ABATEMENT CONTINGENCY				\$ 11,268.00
PCB ABATEMENT TOTAL				\$ 123,948.00
<b>PCB SOIL REMOVAL AND DISPOSAL COST ESTIMATE</b>				
MATERIAL	QUANTITY	UNIT COST		TOTAL COST
SOIL REMOVAL	1	\$ 10,000.00	SUM	\$ 10,000.00
DISPOSAL OF SOIL AS PCB REMEDIATION WASTE <50 PPM	23	\$ 155.00	TON	\$ 3,565.00
DISPOSAL OF SOIL AS PCB REMEDIATION WASTE >50 PPM	3	\$ 165.00	TON	\$ 495.00
SUBTOTAL				\$ 14,060.00
PCB REMOVAL CONTINGENCY				\$ 1,406.00
PCB REMOVAL TOTAL				\$ 15,466.00
<b>HAZARDOUS BUILDING MATERIAL ABATEMENT AND REMEDIATION TOTAL</b>				<b>\$ 1,098,533.00</b>
<b>CONSULTING UNIT COST</b>				
CONSULTING COST	QUANTITY	UNIT COST		TOTAL COST
DIVISION I HAZ MATERIALS ABATEMENT SPECIFICATIONS	1	\$1,500.00	SUM	\$ 1,500.00
DIVISION II HAZ MATERIALS ABATEMENT SPECIFICATIONS	1	\$5,000.00	EACH	\$ 5,000.00
ABATEMENT CONTRACT DRAWINGS	1	\$1,200.00	EACH	\$ 1,200.00
ALTERNATE WORK PRACTICE DEVELOPMENT	1	\$950.00	EACH	\$ 950.00
DESIGN COORDINATION AND MANAGEMENT	6	\$115.00	HOUR	\$ 690.00
PREBID MEETING	4	\$115.00	HOUR	\$ 460.00
BID REVIEW AND RECOMMENDATIONS	4	\$115.00	HOUR	\$ 460.00
SCOPE REVIEW MEETINGS	4	\$150.00	HOUR	\$ 600.00
SUBMITTAL REVIEW	10	\$115.00	HOUR	\$ 1,150.00
PRECONSTRUCTION CONFERENCE	4	\$115.00	HOUR	\$ 460.00
DAILY MONITORING/CLEARANCES*	60	\$630.00	DAY	\$ 37,800.00
PCM AIR SAMPLES**	850	\$8.00	EACH	\$ 6,800.00
TEM AIR SAMPLES(24 HR TURNAROUND TIME)	20	\$90.00	EACH	\$ 1,800.00
PCB SOIL VERIFICATION SAMPLES (48 HR TURNAROUND TIME)	30	\$100.00	EACH	\$ 3,000.00
PCB SUBSTRATE VERIFICATION SAMPLES (48 HR TURNAROUND TIME)	45	\$100.00	EACH	\$ 4,500.00
PROJECT MANAGEMENT*	60	\$95.00	HOUR	\$ 5,700.00
SENIOR MANAGEMENT PROJECT OVERSIGHT*	20	\$150.00	HOUR	\$ 3,000.00
ADMINISTRATION/CLERICAL SERVICES*	20	\$55.00	HOUR	\$ 1,100.00
DOCUMENTATION REPORT - ASBESTOS	1	\$1,500.00	EACH	\$ 1,500.00
DOCUMENTATION REPORT - PCB	1	\$3,000.00	EACH	\$ 3,000.00
SUBTOTAL				\$ 80,670.00
CONSULTING CONTINGENCY				\$ 8,067.00
CONSULTING TOTAL				\$ 88,737.00
**ASSUMES FULL TIME MONITORING OF ABATEMENT ACTIVITIES				
<b>GRAND TOTAL</b>				<b>\$ 1,187,270.00</b>

---

**TABLE I**  
**ASBESTOS CONTAINING MATERIALS SUMMARY TABLE**

**KEY FOR TABLES I and II**

\* Please utilize the following key for abbreviations used in Tables I and II

KEY		ANALYTICAL METHODS
DNA = DID NOT ANALYZE	SF = SQUARE FEET	PLM PC = EPA 600/R-93/116 QUANTITATION 400 POINT COUNT
NAD = NO ASBESTOS DETECTED	LF = LINEAR FEET	TEM NOB = NEW YORK ELAP 198.4 METHOD
F = FRIABLE	Chrys = Chrysotile	PLM = EPA 600/R-93/116
NF = NON-FRIABLE	Amos = Amosite	PS = Previously Sampled
TSI = THERMAL SYSTEMS INSULATION	Anth = Anthophyllite	EA = Each
SURF = SURFACING MATERIAL	Trem = Tremolite	IM = Insufficient Material
MISC = MISCELLANEOUS MATERIAL	Croc = Crocidolite	NQ = Not Quantifiable
<b>BOLD TEXT IN "LOCATION" COLUMN INDICATES SAMPLE LOCATION</b>		

**TABLE I  
ASBESTOS CONTAINING MATERIALS  
SUMMARY TABLE  
BLAKE SCHOOL  
66 TETLOW STREET  
WEST HAVEN, CONNECTICUT**

LOCATION(S)	MATERIAL TYPE	SAMPLE NUMBER	CATEGORY	BULK SAMPLE ANALYSIS RESULTS				ESTIMATED QUANTITY	F/NF
				PLM	PLM PC	TEM NOB	ACM		
Throughout	Joint compound - tan*	02-08-JM-03	MISC	3% Chrys	<1.0% Chrys		YES*	32,060 SF	F
		02-08-JM-04		DNA					
0-002, 0-006, 0-008, 0-009, 0-009B, 0-010, 0-012, 0-013	End cap sealant - white	02-08-JM-16	TSI	6% Chrys			YES	40 SF	NF
		02-08-JM-17		DNA					
		02-08-JM-18		DNA					
0-002, 0-003, 0-006, 0-008, 0-009, 0-013, 1-020, 1-022, 1-022A, 1-025, 1-027, 1-028A, 1-030, 1-032, 1-036, 1-037, 1-039, 1-040, 1-041, 2-044, 2-045, 2-047, 2-048, 2-050, 2-052, 2-053, 2-055, 2-056, 2-058, 2-059, 2-062, 2-064, 2-065, 2-067, 2-069, 2-070, ST-17, ST-18	Interior window glazing compound - white/grey**	02-08-JM-19	MISC	NAD			YES	3' x 1' - 6 Sashes 3' x 2.5' - 6 Sashes 3' x 4' - 2 Sashes 3.8' x 1.1' - 69 Sashes 3.8' x 1.7' - 270 Sashes 4' x 1.1' - 6 Sashes 4' x 5.4' - 6 Sashes	NF
		02-08-JM-20		3% Chrys					
0-002, 0-003, 0-004, 0-005, 0-006, 0-007, 0-008, 0-009, 0-009A, 0-009B, 0-009C, 0-009D, 0-010, 0-011, 0-012, 0-013, 0-014, 0-016, ST-17/0-017, 0-018, 0-021, 0-022, 0-023/0-022A, 0-025, 0-026, 0-027, 0-028, 0-028A, 1-020, 1-029, 1-030, 1-031, 1-032, 1-033, 1-034, 1-035, 1-036, 1-037, 1-038, 1-039, 1-040, 1-041, ST-17, ST-18, 2-045, 2-046, 2-047, 2-48, 2-049, 2-050, 2-051, 2-051A, 2-052, 2-053, 2-054, 2-055, 2-056, 2-057, 2-058, 2-059, 2-060, 2-061, 2-062, 2-063, 2-064, 2-065, 2-066, 2-067, 2-068, 2-069, 2-070, 2-070A, ST-17, ST-18	Ceiling plaster base coat - grey**	02-08-JM-38	SURF	3% Chrys	2.0% Chrys		YES	21,780 SF	F
		02-08-JM-39		3% Chrys					
		02-08-JM-40		3% Chrys	<1.0% Chrys				
		02-08-JM-41		3% Chrys					
		02-08-JM-42		3% Chrys	3.0% Chrys				
		02-08-JM-43		3% Chrys					
		02-08-JM-44		3% Chrys					

**TABLE I  
ASBESTOS CONTAINING MATERIALS  
SUMMARY TABLE  
BLAKE SCHOOL  
66 TETLOW STREET  
WEST HAVEN, CONNECTICUT**

LOCATION(S)	MATERIAL TYPE	SAMPLE NUMBER	CATEGORY	BULK SAMPLE ANALYSIS RESULTS				ESTIMATED QUANTITY	F/NF
				PLM	PLM PC	TEM NOB	ACM		
0-005, 1-032	Sink undercoating - black	02-08-JM-53	MISC	4% Chrys				2 EA	NF
		02-08-JM-54		DNA			YES		
0-008	Interior door frame caulk - tan	02-08-JM-62	MISC	3% Chrys				16 LF	NF
		02-08-JM-63		DNA			YES		
0-010, 0-015, ST-17, ST-18	Fire door insulation - white	02-08-JM-66	MISC	17% Amos, 3% Chrys				14 Doors	F
		02-08-JM-67		DNA			YES		
0-011, 0-015, 0-014, 1-031, 1-032, 1-033, 2-043, 2-051, 2-051A, 2-057, 2-063, ST-17, ST-18	12" x 12" Vinyl floor tile mastic - black**	02-08-JM-68	MISC	NAD				1,800 SF	NF
		02-08-JM-69		5% Chrys			YES		
0-011, 0-015, 0-014, 1-031, 1-032, 1-033, 2-043, 2-051, 2-051A, 2-057, 2-063, ST-17, ST-18	12" x 12" Vinyl floor tile - tan	02-08-JM-70	MISC	DNA				1,800 SF	NF
		02-08-JM-71		DNA			YES		
0-011, 0-013, 0-014, 1-020, 1-021, 1-023, 1-024, 1-025, 1-026, 1-028, 1-029, 1-030, 1-031, 1-032, 1-033, 1-034, 1-035, 1-036, 1-037, 1-038, 1-039, 1-040, 1-041, 2-044, 2-046, 2-049, 2-051A, 2-052, 2-054, 2-055, 2-056, 2-057, 2-058, 2-061, 2-062, 2-063, 2-066, 2-067, 2-068, 2-069, 2-070, ST-17, ST-18	Wall plaster base coat - grey**	02-08-JM-79	SURF	3% Chrys	2.0% Chrys			18,250 SF	F
		02-08-JM-80		3% Chrys	<1.0% Chrys				
		02-08-JM-81		3% Chrys					
		02-08-JM-82		3% Chrys			YES		
		02-08-JM-83		3% Chrys	2.0% Chrys				
		02-08-JM-84		3% Chrys					
		02-08-JM-85		3% Chrys					
0-013, 1-020, 1-021, 1-022, 1-023, 1-026, 1-027, 1-028, 1-028A, 1-037, 1-038, 1-039, 2-040, 2-044, 2-045, 2-046, 2-062, 2-063, 2-064, 2-070A	9" x 9" Vinyl floor tile - green	02-08-JM-91	MISC	8% Chrys				3,600 SF	NF
		02-08-JM-92		DNA			YES		
ST-17, ST-18	Leveling compound under 12" x 12" vinyl floor tile - black	02-08-JM-97	MISC	2% Chrys				475 SF	NF
		02-08-JM-98		DNA			YES		

\\eagle-dc\Shared Data\Public\2021 Files\2021 Reports\West Haven, City of\Blake School\HBM\66 Tetlow St - Table I - ACM Summary

ACM Summary Table.xls  
TI-2

**TABLE I  
ASBESTOS CONTAINING MATERIALS  
SUMMARY TABLE  
BLAKE SCHOOL  
66 TETLOW STREET  
WEST HAVEN, CONNECTICUT**

LOCATION(S)	MATERIAL TYPE	SAMPLE NUMBER	CATEGORY	BULK SAMPLE ANALYSIS RESULTS				ESTIMATED QUANTITY	E/NF
				PLM	PLM PC	TEM NOB	ACM		
1-020, 1-022A, 1-024, 1-025, 1-029, 1-030, 1-031, 1-032, 1-036, 2-047, 2-048, 2-049, 2-050, 2-051, 2-051A, 2-052, 2-053, 2-054, 2-055, 2-056, 2-057, 2-058, 2-059, 2-061, 2-065, 2-066, 2-067, 2-068	9" x 9" Vinyl floor tile - red	02-08-JM-101	MISC	5% Chrys			YES	5,085 SF	NF
		02-08-JM-102		DNA					
1-020, 1-029, 1-041, 2-044, 2-052, 2-054, 2-055, 2-056, 2-058, 2-061, 2-066, 2-068, 2-070	9" x 9" Vinyl floor tile - black	02-08-JM-103	MISC	5% Chrys			YES	2,275 SF	NF
		02-08-JM-104		DNA					
1-041, 2-070	9" x 9" Vinyl floor tile - tan	02-08-JM-121	MISC	5% Chrys			YES	1,200 SF	NF
		02-08-JM-122		DNA					
2-056, 2-069	2' x 4' Type V rough texture suspended ceiling tile	02-08-JM-123	MISC	3% Chrys			YES	170 SF	F
		02-08-JM-124		DNA					
1-019, 1-020, 1-022, 1-022A, 1-023, 1-025, 1-026, 1-027, 1-028, 1-028A, 1-029, 1-030, 1-031, 1-032, 1-033, 1-035, 1-036, 1-037, 1-038, 1-039, 1-040, 1-041, 2-043, 2-044, 2-045, 2-046, 2-047, 2-048, 2-049, 2-050, 2-052, 2-053, 2-054, 2-055, 2-058, 2-059, 2-060, 2-061, 2-062, 2-063, 2-064, 2-065, 2-067, 2-068, 2-070	HVAC metal duct seam caulk - red/brown	02-08-JM-129	MISC	5% Chrys			YES	175 SF	NF
		02-08-JM-130		DNA					
Façades A, B, C, D	Caulk applied over brick mortar - grey	02-08-JM-133	MISC	10% Chrys			YES	1,300 SF	NF
		02-08-JM-134		DNA					
		02-18-CL-01	MISC	8% Chrys			YES		
		02-18-CL-02		DNA					

**TABLE I  
ASBESTOS CONTAINING MATERIALS  
SUMMARY TABLE  
BLAKE SCHOOL  
66 TETLOW STREET  
WEST HAVEN, CONNECTICUT**

LOCATION(S)	MATERIAL TYPE	SAMPLE NUMBER	CATEGORY	BULK SAMPLE ANALYSIS RESULTS				ESTIMATED QUANTITY	F/NF
				PLM	PLM PC	TEM NOB	ACM		
Façades A, C, D	Exterior window frame caulk - white/grey**	02-08-JM-139	MISC	3% Chrys			YES	2,200 SF	NF
		02-08-JM-140		DNA					
Façade A	Exterior door frame caulk - white	02-08-JM-141	MISC	2% Chrys			YES	16 LF	NF
		02-08-JM-142		DNA					
Façade B	Brown expansion joint caulk	02-08-JM-143	MISC	4% Chrys			YES	3 Joints at 20 LF each	NF
		02-08-JM-144		DNA					
Roof I	Parapet adhesive/tar - black	02-8-JM-165	MISC	12% Chrys				1,075 SF	NF
		02-8-JM-166		DNA			YES		
		02-8-JM-167		DNA					
Façade B	Caulk in exterior brick mortar seams - tan	02-18-CL-03	MISC	5% Chrys			YES	800 SF	NF
		02-18-CL-04		DNA					
2-052, Façades A, C	Window panel setting sealant - black**	02-18-CL-05	MISC	15% Chrys			YES	650 LF	NF
		02-18-CL-06		DNA					
0-012	Residual block insulation in concrete masonry unit wall	02-22-CL-08	TSI	20% Chrys			YES	1 SF	F
1-019, 1-020, 1-022, 1-022A, 1-023, 1-025, 1-026, 1-027, 1-028, 1-028A, 1-029, 1-030, 1-031, 1-032, 1-033, 1-035, 1-036, 1-037, 1-038, 1-039, 1-040, 1-041, 2-043, 2-044, 2-045, 2-046, 2-047, 2-048, 2-049, 2-050, 2-052, 2-053, 2-054, 2-055, 2-058, 2-059, 2-060, 2-061, 2-062, 2-063, 2-064, 2-065, 2-067, 2-068, 2-070	Grey caulk at ceiling vent in suspended tile grid system	02-22-CL-13	MISC	10% Chrys			YES	1,285 LF	NF
		02-22-CL-14		DNA					
0-008	Smith 28 Boiler - internal components and gaskets	Assume	TSI	Assume			Assume	1 Boiler	NF



## ZONING

TABLE 13.3  
ZONING REQUIREMENTS FOR AARC BY ZONING DISTRICT

Zoning District	Min. Lot Area (SF)	Max. Density (DU/40,000)	Min. Front Yard	Min. Side Yard	Min. Rear Yard	Max. Building Coverage	Max. Impervious Cover	Max. Lot Coverage	Min. Open Space
R1	200,000	5	35	30	50	20%	10%	30%	70%
R2	120,000	7	30	25	45	20%	15%	35%	65%
R3	100,000	10	25	25	25	20%	20%	40%	60%
R4	90,000	12	50	50	50	25%	15%	40%	60%
R5	80,000	15	60	50	60	30%	20%	50%	50%
NB	60,000	25	25	20	25	50%	25%	75%	25%
RPD	60,000	25	50	25	50	25%	15%	40%	60%
RCPD	60,000	15	50	25	50	25%	15%	40%	60%
CBD	60,000	40	0	0	20	30%	50%	80%	20%
SRR	60,000	15	12	0,20	30	30%	20%	50%	50%
WD	60,000	25	12	0,20	25	35%	60%	80%*	30%*
TOD	60,000	50	Varies	Varies	Varies	Varies	Varies	Varies	Varies

*\* These standards were revised to reflect that some walkways, landscaped courts, and open hardscaped areas could meet the definition of impervious cover and open space. Consequently, the two may exceed 100% when combined.*



**CHARLES A. LIBERTI, GRI, CRB, GAA**  
**Blue Ribbon Appraisals LLC**  
**375 Morgan Lane Suite 409**  
**West Haven, CT 06516**  
**Office: (203) 931-3112 Fax: (203) 931-3116**  
**e-mail: blueribbonct@gmail.com**

## **Professional Experience**

- Blue Ribbon Appraisals, LLC** **1990 to Present**  
West Haven, CT 06516  
Owner, valuation of all types of commercial, industrial and residential real estate; consulting services; feasibility studies; mortgage financing, real estate tax appeals; market value, subdivision analysis, exit strategy for REO or distressed properties, bankruptcy, diminution in value (stigma valuations) Performed appraisals for USDA Natural Resources Conservation Service (USA). Appraisals for Uniform Appraisal Standards for Federal Land Acquisitions (yellow book). Expert testimony in superior court and federal court.
- Dizenzo Company of Milford, Inc.** **1984 - 1990**  
Milford, CT 06460  
President and Partner of two offices, commercial and residential sales, market studies for corporations, commercial banks, real estate developers, law firms and Connecticut municipalities. Properties sold, managed and developed include industrial, retail, office, vacant land, residential subdivisions and condominium developers
- Century 21 Metro Real Estate** **1973 – 1980**  
West Haven, CT 06516  
Partner/Broker, Residential Brokerage
- Real Estate Broker** **Since 1971**
- Real Estate Appraiser** **Since 1976**

## **Real Estate Education**

- University of New Haven** **1976**  
*Appraisal 1 – 36 hrs*  
*Real Estate Property Management – 36 hrs*
- Quinnipiac College**  
*Real Estate Property Investment Strategy - 36 hrs*
- Graduate Realtor Institute (GRI Designation)** **1978 and 1984**  
*GRI, 1, 1978 – 30 hrs*  
*GRI, 2 and 3 – 60 hrs*
- Certified Brokerage Manager (CRB designation)** **1986**  
CRB 301, How to Manage a Real Estate Business Profitability; Managing for Profit & Growth – 30 hrs  
CRB 302, How to Manage the Financial Resources and Risk of Real Estate Business; Evaluating Financial Impact of Management Decisions Before Implementation – 30 hrs  
CRB 303, Market Management; How to Improve Image and Increase Market Share – 30 hrs  
CRB 304, People Management; How to Recruit, Train, Retrain Real Estate Sales Associates and Increase Productivity – 30 hrs

CRB 305, Challenge; Real Estate Business – Decision Making Computer Simulated Mgt. – 30 hrs

**Appraisal Institute,**

*Appraisal Standards of Professional Practice, Parts A & B – 26 hrs – 1991*  
*Marshall & Swift Cost Approach, 1992 Commercial & Residential – 30 hrs.*  
*Successfully challenged courses 1-110 and 1-120 – 1993*

**CCIM – CI 100 – 1998**

*Market Techniques for Leasing & Selling*  
*Commercial Properties 36 hrs.*

**CCIM – CI 101 – 1989**

*Fundamental of Real Estate Investment & Taxation*

**Uniform Standards of Professional Appraisal Practices – 2003**

**Real Estate Continuing Education:**

**Appraisal Institute – 1992 – 2009**

*Subdivision Analysis – 7 hrs. – 1992*  
*Appraising Troubled Properties – 7 hrs. – 1992*  
*Basic Capitalization – 29 hrs. – 1998*  
*Hotel, Motel Evaluation – 1993*  
*Appraising Elderly Care Facilities – 1995*  
*FHA Appraisal Update – 1998*  
*Attacking & Defending an Appraisal – 14 hrs. – 1999*  
*FHA Homebuyer Protection Plan & the Appraisal Process – 7 hrs. – 1999*  
*Real Estate Disclosure – 7 hrs. – 2000*  
*Income Valuation of Small, Mixed-Use Properties – 15 hrs. - 2001*  
*Crossing The Line: "Home Mortgage Fraud" – 4 hrs – 2002*  
*Supporting Capitalization Rates – 7 hrs - 2003*  
*Uniform Standards of Professional Appraisal Practice – 15 hrs – 2003*  
*Market Analysis and the Site To Do Business – 7 hrs. – 2005*  
*Appraising Convenience Store - 7 hrs – 2005*  
*Mandatory Connecticut Real Estate Appraisal Law Update – 3 hrs. - 2005*  
*Appraising the tough ones - 7 hrs – 2006*  
*Forecasting Revenue - 7 hrs – 2006*  
*Connecticut Real Estate Appraisal Law Update – 3 hrs - 2007*  
*National USPAP Update Course – 7 hrs – 2009*  
*Business Practices and Ethics – 7 hrs – 2008*  
*Analyzing Properties in Distressed Real Estate Markets – 3 hrs – 2008*  
*Valuation Issues in Tax Appeals – 2008*  
*Analyzing Properties in Distressed Real Estate Markets - 2008*  
*Introduction to FHA Appraising – 7 hrs – 2009*  
*Regulatory Update 2009*  
*Appraisal Law 2009*  
*Lead Hazard & Mitigation – 2009*  
*Appraisal Challenges in Declining Markets and Sales Concessions - 2009*  
*Introduction to FHA Appraising – 2009*  
*Market Conditions Update - 2010*  
*The Uniform Appraisal Dataset from Fannie Mae and Freddie Mac - 7 hrs - 2011*  
*Analyzing Tenant Credit Risk and Commercial Lease Analysis - 2011*  
*7-Hour National USPAP Update Course – 7 hrs – 2012*  
*CT Real Estate Appraisal Law Update – 3 hrs – 2012*  
*Appraiser as an Expert Witness – 2 hrs - 2013*  
*CRE Capital Markets Update and Outlook – 2 hrs – 2013*  
*Residential & Commercial Valuation of Solar – 14 hrs – 2013*  
*7-Hour National USPAP Update Course – 2013*  
*Appraisal Law Update - 2014*  
*Diminution of Value, Stigma and Severance Damages – 2015*  
*FHA Single Family Housing Appraisal Requirements – 7 hrs – 2015*  
*Liability Issues of Appraisers Performing Litigation & other Non-Lending Work – 3 hrs – 2015*  
*7-Hour National USPAP Update Course - 2015*  
*Right of Way – Two Approaches to Value - 2016*  
*Eminent Domain and Condemnation – 7 hrs – 2016*

*Business Practices and Ethics – 4 hrs – 2016*  
*How to Support and Prove Your Adjustments – 7 hrs - 2016*  
*C-PACE and it's Role in the Valuation of Commercial Buildings – 4 hrs – 2017*  
*Fannie Mae Appraisal Guidelines – 4 hrs – 2017*  
*Uniform Appraisal Standards for Federal Land Acquisitions – 4 hrs. - 2017*  
*CT Fair Housing – 3 hrs – 2018*  
*Leases / Landlord-Tenant Rules & Regulations – 3 hrs – 2018*  
*Code of Ethics - 3 hrs -- 2018*  
*The Tough One: Mixed-Use Properties Income Capitalization Approach -- 3 hrs – 2019*  
*Another View of the Tough One: Sales Comparison Approach for Mixed-Use Properties*  
*The FHA Handbook 4000.1 – 7 hrs – 2020*  
*Fannie Mae Appraisal Guidelines – 4 hrs – 2020*  
*Business Practices and Ethics – 6 hrs – 2021*  
*Land Valuation – 3 hrs – 2021*  
*Appraisal Law Update with Supervisory/Provisional Appraiser Education - 4 hrs - 2021*

Successfully completed all continuing education for Licensure in Connecticut

## **Professional Memberships & Accreditations**

Connecticut Real Estate Broker, Since 1971  
 Certified Connecticut Real Estate Appraiser  
 Greater New Haven Board of Realtors  
 Affiliate Member, Greater Bridgeport Board of Realtors  
 Founding Member of National Association of Realtors, Appraisal Section (GAA Designation)  
 Former Member, Realtor Financing Committee  
 Member, National Association of Real Estate Educators (REEA)  
 Former Member, Securities & Syndication Institute (RESSI)  
 Former Judge on Realtor Arbitration Committee  
 Connecticut Commercial & Investment Division (CID)  
 State Approved Instructor – Gateway Real Estate Academy  
 Affiliate Member of the Appraisal Institute  
 Instructor in

- Principles and Practices
- Appraisal I
- Appraisal II
- Financing Real Estate
- Continuing Education Modules:
  - Fair Housing
  - Real Estate Law
  - Appraisal Law
  - Subdivision Analysis
  - Foreclosure

STATE OF CONNECTICUT + DEPARTMENT OF CONSUMER PROTECTION <sup>CS18</sup>

Be it known that

**CHARLES A LIBERTI**

has been certified by the Department of Consumer Protection as a licensed

**CERTIFIED GENERAL REAL ESTATE APPRAISER**

License #: RCG.0000647

Effective Date: 05/01/2022

Expiration Date: 04/30/2023

*Michelle Seagull*  
Michelle Seagull, Commissioner

**Shoreline Wellness Center, LLC  
Proposed Purchase and Redevelopment  
of William T. Blake Building**

**January 10, 2022**

## **Blake Building Purchasing Proposal**

### **Center Identification and Description**

Shoreline Wellness Center (SWC), LLC is currently located at 415 Main Street, West Haven, CT, 06516. The Center's main phone number is 203-931-1184, and the Founder & Clinical Director, Dr. Cara Powers, can be contacted at extension 777 or via email at [cpowers@sbhw.org](mailto:cpowers@sbhw.org). The Center is located in an urban area and currently services a primarily urban population; it is located one block from the West Haven Green and is accessible to public transportation including buses and is located within walking distance to the West Haven train station.

### ***Purpose, Mission, Philosophy***

SWC originated due to the overwhelming need for behavioral health services in West Haven, CT. Originally established in 2005 by Dr. Powers, SWC began as a private practice which resulted in the sharing of office spaces by other well-established clinicians and psychologists in the community. While all practitioners operated as independent entities, the ongoing need for additional services available to the residents of West Haven quickly became apparent. As a result, Dr. Powers showed her commitment to the community by collaborating with other clinicians to form a more comprehensive group practice which was better able to meet the needs of the community. Through this collaboration, The Center began hiring additional Clinical staff and expanding services to include clinical supervision and oversight for graduate clinicians looking to obtain licensure and also graduate student internships. Over the years, the Center is proud to serve the City of West Haven with notable and exceptional preventative mental health services.

Shoreline Wellness Center is composed of two entities; Shoreline Wellness Center Behavioral Health Outreach (SWBHO) dba Shoreline Wellness Center Behavioral Health Clinic, Inc. and Shoreline Wellness Center, LLC (SWC). Shoreline Behavioral Health Clinic was opened in 2016, and today serves as a place for undergraduate and graduate students from varying universities to complete their internship experiences. Three of the nearby colleges and universities that we currently have a collaborative relationship with are; University of New



Haven, Yale University, and Southern CT State University. Through the Clinic, students are provided the opportunity to engage directly with our clients and gain experience as growing professionals. The Clinic has a board certified Child and Adult Psychiatrist serving as its Medical Director for the past 8 years which is an excellent complement to its therapeutic services. SWBHO is a 501c3 non-profit company that originated in 2013, and was created to expand mental health outreach efforts and to bring about better awareness and more comprehensive mental health programs and services to the West Haven community and surrounding areas. SWC & the Clinic even during the COVID-19 pandemic have been expanding and have largely outgrown their current location. The business has free, but extremely limited, on-site parking. The limited space of the parking lot also challenges the accessibility of larger carpooling vans carrying clientele, as well as for truck drivers making necessary deliveries. The Center and its clientele would greatly benefit from a space that accommodates for frequent visitors and a secure and safe entry.

### **Proposed Description of Tasks and Improvements**

Some of the proposed tasks and improvements but not all are; restored security systems will be installed throughout the Premises (automatic locks, cameras, coded doors, etc.). It is expected that a large portion of the building's windows will be replaced with new, higher energy-efficient substitutes. Lastly, cosmetic changes will be made throughout the Premise.

Apart from physical redevelopment planning, SWC will be performing ongoing efforts and communication to local entities for support and potential partnership of services. For example, the Center aims to gain the support of local public officials and non-profit groups such as but not limited to; the YMCA, and/or the Boys and Girls Club, with their sociopolitical and philanthropic reinforcement, the Center will establish an infrastructure through which reputable services are provided for the community of West Haven. For our youth specifically, the Center's plan will greatly benefit them and their healthy development. We are also looking at partnering with a daycare Center to create a daycare facility as part of the building plan which the community and our staff could utilize for child care. We think this could also be potentially

beneficial for the staff at Carrigan Intermediate School which is located in very close proximity because we could offer an educator discount as well as 10 month childcare options to support educators. Additionally, we are potentially looking at creating or partnering with a premier soccer club to open a premier team/league in West Haven. Our vision would be that; a large portion of the building would be used to provide mental health and wellness services as we currently do now and to incorporate additional wellness services such as; nutrition counseling, exercise programs, weight-loss programs, child care services and other complementary services designed to support the mental health and physical well-being of today's youth. Providing these services and thinking outside of the box we feel is of the utmost importance after all that the children of today have been through while living through the COVID-19 pandemic.

**Public Improvements.** The first priority is to remove toxins and all other environmental issues to ensure safety and remain within infrastructure compliance codes. We would then begin to consult with an approved contractor to determine all necessary alterations and construction. It is predicted that many of the rooms used for storage, electric and plumbing utilities, and recreation will be restored, but overall left intact, to optimize original uses. Cosmetic changes will also be made within and outside the Premise (i.e. repainting, landscaping, repaving surface lots, etc.). Energy-efficient products and designs will be constructed or integrated within the Premises (i.e. windows, lightbulbs, appliances, etc.) to maximize the use of natural resources. Wall structures and necessary insulation and soundproofing will be implemented to create these spaces.

**Proposed Timeline**

<b>Time Period*</b>	<b>Development Task*</b>
<i>*Tentative Time period</i>	<i>*Tentative Development task</i>
Month 1	Proposal Accepted; Utilize approved contractors and consultants to assess and estimate the development needs and costs.

Months 2-6	Ongoing infrastructure estimate and development planning.  Identify key contractors and consultants hired to execute development
Months 7-18	Ongoing Premise development Ongoing assessments to ensure consistent development or identify issues or changes that may arise
Months 18- TBD	Building ready for move-in; Shoreline relocates and starts business immediately Ground Breaking Ceremony

**Ability and Understanding to Address the City’s Plan**

Shoreline Wellness Center, having the opportunity to relocate to a larger facility, will gain a greater capacity to positively contribute to the City and its community members in multiple socioeconomic ways. In order to demonstrate how the proposers will uphold the City’s Comprehensive Plan, the Proposers have provided descriptions for specific objectives below.

*Economy.* Shoreline Wellness Center recognizes the importance of economic growth in the City; and if the Center is granted the Blake Building, this economic growth can be fostered. First, expansion will permit our businesses to hire more clinical and medical staff that provide excellent service to the community. By fortifying the Center’s reputation and skill, it will attract qualified professionals (i.e. licensed mental health and medical clinicians, case workers, program directors, etc.) seeking a stable work environment and local home. Additionally, we plan to utilize the space to bring preventive, wellness services to the community with a special focus on West Haven’s youth. We would like to offer such services as; nutrition programs, healthy cooking lessons, youth drop in-center, yoga, meditation, art-therapy programs. All of these programs will bring further job creation into the West Haven Community. Lastly, due to our ongoing collaboration with the University of New Haven, Southern CT State University, and many other local colleges and Universities we may in the future be a host for on-site graduate courses.

Further, the degree of constructional and electrical services necessary for this Premise will require employment from competent and licensed personnel. It is expected that the redevelopment of the Premise will provide employees of the City a series of projects that will consistently grant them employment. The renewal and construction processes the Premise vitally needs will reciprocally provide individuals and their families steady and reliable income. For employees that reside in New Haven county, this project will present them with local, consistent, and rewarding work in their fields (i.e. construction, electrical, plumbing, etc.). As such, the Proposer looks forward to initiating development because it will contribute to the economic growth for individuals, families, and to the State. To expand, with a larger business space comes a greater need to maintain the space. It is expected that Shoreline Wellness Center will greatly provide and sustain the employment of custodial and landscaping staff to preserve the cleanliness and sharpness of the property. These invaluable jobs are sought out by community members needing steady, ongoing income.

To continue, as the Center and its services grow, it is expected that more people will be drawn to and use other local businesses that will ultimately contribute to the City's economy. For example, there are local dining services, grocery stores, banks, a post office, medical services, spiritual/religious establishments, and leisure activities within a short distance of the Blake Building. With this range and depth of centralized community services, it is expected that the City's economy and employment will flourish and have a greater potential to thrive. In order to preserve the economic growth, the Center can collaborate with said local entities and private businesses; this reciprocal relationship with the City will facilitate a cyclical and rewarding economic system.

*Accessibility, Social and Humanitarian.* The proposing Center believes it can positively contribute to the cultivation of West Haven's "thriving destination for people." The Center already has a well-established relationship with community members. To exemplify, the agencies have contact with local businesses, West Haven United events and campaigns, athletics, and academic institutions (West Haven Board of Education, University of New Haven, etc.). This

location will allow us to expand upon our ability to connect with people and other entities in West Haven; it will also make a social statement to current clientele because it demonstrates the Center's commitment to growth, sustainability, and diversification.

In addition, the agencies actively practice and engage in charitable events for the people of West Haven. Shoreline Wellness Center has set up tabling booths and attended local wellness events to connect with community members and provide education on services they may benefit from. The agencies have also hosted mental health awareness walk-a-thons, movie nights on the West Haven beach boardwalk, and comedy nights to raise awareness about mental health and prevention. All were largely successful events and donations were made back to numerous West Haven charity organizations. Furthermore, West Haven small businesses were always included in the events to support and further community growth and development in West Haven. Shoreline Wellness Center has also collaborated with other businesses and institutions to provide humanitarian services to clientele in the area (toy drive, clothing drive, food pantry). The Proposers hope that with this relocation to the Blake Building, they will successfully illustrate a priority to the community's ongoing health and wellness, as well as present a location with accessibility to local West Haven provisions. These agencies continue to show their devotion to the City of West Haven. In relocating within city limits, Shoreline Wellness Center continues to keep its resident's at the forefront. The projected business plan includes expansion of services to children and adults of West Haven. This building will help accomplish these goals.

***Cultural Competency.*** As a female-owned businesses, Shoreline Wellness Center and it's entities recognize the importance of, and make active efforts to promote cultural diversity and equal employment opportunities. Shoreline Wellness Center currently works with a culturally diverse community. The city of West Haven currently has 54,843 residents as of July 2017 U.S. Census Bureau. Of those residents, 60 percent are Caucasian, 20 percent are African American, 20 percent are Hispanic or Latino, and less than 5 percent are American Indian, Alaskan Native or Asian.

Shoreline Wellness Center finds diversity in race, religion and socio-economic class to name a few. In this community Shoreline Wellness Center finds a divide in statuses. Some of the clients they serve are homeless, some are living in poverty. Many are also dealing with racial issues. We find those issues have affected clients and staff alike. Shoreline Wellness Center is a non-discriminatory facility that actively coordinates, communicates, and accepts individuals and families from diverse backgrounds. The Center proudly states that they; “promise to serve all patients.” We do not deny services based on race, color, sexual orientation, national origin, disability, religion, gender, or inability to pay.

The staff at Shoreline Wellness Center are required to complete Continuing Education Units (CEU) annually for the understanding of cultural diversity. They also conduct monthly meetings and individual supervision on various topics of diversity. The Center has Spanish speaking clinicians; and has the competency to understand diverse clientele and their emotions by having a heightened awareness of their cultural background and behaviorisms. Conversations about culture and racial differences are fostered and facilitated through supervision, information sharing between staff members (staff emails, monthly Outreach e-newsletters, etc.), and even among clientele, who many have the rapport and comfort level of initiating conversations with clinical staff members. By possessing these cultural sensitivities and contacts, Shoreline Wellness Center will be able to maximize the sociocultural relationships with the people of West Haven, promoting a healthy and tolerant community climate for all.

***Environmental.*** It is the Proposers’ aim to develop a greener business that reflects the values and goals of the City. First, Shoreline Wellness Center and it’s entities have established a paper-free system of work. In order to uphold HIPAA regulations for privacy and security, as well as conserve materials, all clinical work is performed electronically. In addition, energy-saving products and materials will be included and/or constructed throughout the Premise to further minimize its ecological footprint. Additionally, the Center will be able to utilize the expansive landscape and square footage to plant additional trees and plants, as well as grow a community garden. And due to the business’ proximity to residences, the City’s downtown, and public

transportation, the Center predicts that there will be minimal emissions produced by multiple vehicles commuting to the Center. To clarify, this location will allow clientele to use more environmentally-friendly means of transportation (i.e. walking, public transit, carpooling). *Additionally, one of the programs we would like to offer to the West Haven Youth and Families is a community garden/greenhouse that we would create on-site to teach about sustainable living/growing food, etc. The goal would be to then utilize the food that was grown on site to donate to the West Haven Farmers market and/or use in our nutrition classes.*

### **Description of the Ownership Structures**

The Premises will be granted solely to the Proposing Center, Shoreline Wellness Center. All entities of the Center will continue to be owned and operated by the Clinical Director, Dr. Cara Powers. Staff members are employed by Dr. Powers and have no partnership with the business.

### **Description of Similar Development Projects**

The Proposer has extensive experience developing business properties as evidenced by all of the work conducted at their current location: 415 Main Street, West Haven, CT. The Proposer and Project Manager (Dr. Cara Powers; Mr. Robert Powers) completely renovated the lower portion of the building to make it fully handicap accessible by current ADA and Connecticut Department of Public Health guidelines.

Throughout the renovation the Proposer worked extensively with the West Haven Building Department to make sure all code issues were addressed and brought up to date as well as complying with all City planning and zoning regulations. Additionally, the Proposer created a friendly, clean, environment for all to use as well as established an indoor, access door, walk-way, that connected the two buildings for greater ease of use. A general contractor approved in the state of Connecticut was used for the property redevelopment and construction.

### **Proposed Financing**

The Proposer will utilize the funding currently in the SWC, LLC. budget which we believe is sufficient to meet our current redevelopment plans if approved for purchase and if additional income is needed we will apply for grants and other sources of funding as needed.

### **Financial Capability**

The Proposer has been successful in showing a profit for the past 15 years that it has been in operation. Based on our gross revenues as reported on our annual tax returns it is clearly evidenced that each year our revenue continues to grow. Furthermore, we have extensive experience with obtaining and utilizing grant funding to accomplish some of our financial goals as well as investing some of our business profits to achieve said goals. We have worked extensively with the Connecticut Department of Labor Step-Up Grant program, the Community Economic Development Fund (CEDF) and the Department of Economic and Community Development with whom we have an excellent business standing with and would continue to utilize (we have already received a verbal pre-approval) to expand our operations if we were able to acquire the William T. Blake Building.

### **Development Experience**

As previously noted, the Proposer has experience developing the business property as evidenced by all of the work conducted at their current location; 415 Main Street. The Proposer completely renovated the lower portion of the building to make it fully handicap accessible by current ADA and Connecticut Department of Public Health guidelines. Throughout the renovation the Proposer worked extensively with the West Haven Building Department to make sure all code issues were addressed and brought up to date as well as complying with all City planning and zoning regulations. Additionally, the Proposer created a friendly, clean, environment for all to use as well as established an indoor, access door, walk-way, that connected the two buildings for greater ease of use.



**Proposed Compensation**

The Proposing Center aims to utilize the current infrastructure for business expansion. The Proposer has no intention of eliminating the current infrastructure nor re-developing the property for housing. As a mental health facility we also will continue the same agreement that we have with the City of West Haven that no medications; including but not limited to Methadone will ever be dispensed on site. The Proposer undoubtedly believes West Haven will benefit from our expanding, preventative, mental health Center, as well as bringing in new, ongoing, employment opportunities, and providing a new space for the City's youth that will keep them safe, thriving, and positively contributing to our wonderful community. Shoreline Wellness Center thanks the City for its consideration.

After reviewing the Premises' history, the assessed value, and the current condition at the Walk-Through, Shoreline Wellness Center, LLC proposes to pay \$77,000.00 for the purchase of the William T. Blake Building. We currently have the funds readily available for an immediate purchase if approved.

We would like to sincerely thank Attorney Lee Tiernan and the council for everyone's time and consideration of our proposal.

Best Regards,



Dr. Cara Powers  
Founder & Director



Robert Powers  
Co-Founder & CEO

PRINTED ON LINEMARK PAPER - HOLD TO LIGHT TO VIEW. FOR ADDITIONAL SECURITY FEATURES SEE BACK.

CASHIER'S CHECK

6596702146

0065967 11-24  
Office AU # 1210(8)

Remitter: CARA POWERS  
Operator I.D.: ct001719

April 8, 2022

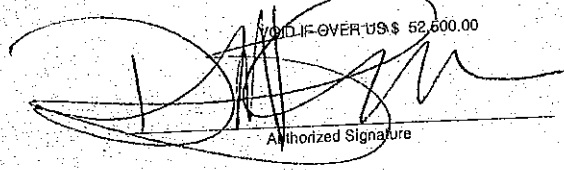
PAY TO THE ORDER OF \*\*\*CITY OF WEST HAVEN\*\*\*

\*\*Fifty-Two Thousand Five Hundred and 00/100 -US Dollars\*\*

\*\*\$52,500.00\*\*

VOID IF OVER US\$ 52,500.00

Payee Address:  
Memo:  
WELLS FARGO BANK, N.A.  
297 BOSTON POST RD  
ORANGE, CT 06477  
FOR INQUIRIES CALL (480) 394-3122

  
Authorized Signature

Details on Back. Security Features Included.

⑈6596702146⑈ ⑆121000248⑆4861 513166⑈

William T. Blake  
Building

Deposit check

She Morris, office of  
Corp. Counsel  
(set receipt)

**PROPOSERS NON COLLUSION AFFIDAVIT FORM**

The undersigned proposer, having fully informed himself/herself/itself regarding the accuracy of the statements made herein, certifies that:

- (1) The proposer developed the proposal independently and submitted it without collusion with, and without any agreement, understanding, communication or planned common course of action with, any other person or entity designed to limit independent competition;
- (2) The proposer, its employees and agents have not communicated the contents of the proposal to any person not an employee or agent of the proposer and will not communicate the proposal to any such person prior to the official opening of the proposal and award.
- (3) No elected or appointed official or other officer or employee of the City of West Haven is directly or indirectly interested in the proposer's proposal, or in the supplies, materials, equipment, work or labor to which it relates, or in any of the profits thereof.

The undersigned proposer further certifies that this affidavit is executed for the purpose of full disclosure to the City of West Haven to consider its proposal and make an award in accordance therewith.

Robert Powers  
Legal Name of Bidder

[Signature]  
(signature)  
Bidder's Representative, Duly Authorized

\_\_\_\_\_  
Name of Bidder's Authorized Representative

\_\_\_\_\_  
Title of Bidder's Authorized Representative

Subscribed and sworn to before me this 14<sup>th</sup> day of NOVEMBER, 2022.

[Signature]  
Notary Public  
My Commission Expires: \_\_\_\_\_  
**Lee Kennedy Tierman**  
Commissioner of Superior Court  
State of Connecticut



**CITY OF WEST HAVEN**  
**355 Main St**  
 West Haven, Connecticut 06516

**DISCLOSURE &  
 CERTIFICATION AFFIDAVIT**

**EVERY SECTION MUST BE COMPLETED**

For help completing this form contact Purchasing Director at 203-937-3624

Contractor/Vendor Name:	<u>SHDRELINE WELLNESS CENTER, LLC</u>
Address:	<u>415 MAIN STREET, WEST HAVEN, CT 06516</u>
Telephone and/or Fax #:	<u>203-931-1194</u>
Email Address:	<u>rpowers@shkw.org</u>
Contact Person:	<u>ROBERT J. POWERS, JR.</u>

For the purposes of this Disclosure and Certification Affidavit, the following definitions apply:

- (a) "Person" means one (1) or more individuals, partnerships, corporations, associations, or joint ventures.
- (b) "Contract" means any agreement or formal commitment entered into by the city to expend funds in return for work, labor, services, supplies, equipment, materials or any combination of the foregoing, or any lease, lease by way of concession, concession agreement, permit, or per agreement whereby the city leases, grants or demises property belonging to the city, or otherwise grants a right of privilege to occupy or to use said property of the city.
- (c) "City" means any official agency, board, authority, department office, or other subdivision of the City of West Haven.
- (d) "Affiliate Entity" means any entity listed in sections 9 or 10 below or any entity under common management with the Contractor.

State of	<u>CONNECTICUT</u>	County of	<u>NEW HAVEN</u>
1.	<u>ROBERT J. POWERS, JR.</u> (type or print your name above)		being first duly sworn, hereby deposes and says that:
1.	I am over the age of 18 and understand the obligations of making statements under oath; I understand that the City of West Haven is relying on my representations herein.		
2a.	I am the corporate secretary or majority owner (including sole proprietorship) of	<u>SHDRELINE WELLNESS CENTER, LLC</u> Insert Company Name above	
2b.	Or I am an individual and my name is:	if an individual, insert your name above	
3.	I am fully informed regarding the preparation and terms of the above referenced agreement (the "Agreement") and of all pertinent circumstances related thereto.		
4.	Please select the applicable representation(s) regarding taxes or, if none of the below are accurate, attach an explanation of the status of the relevant tax obligations to this Affidavit (mark an "X" in the appropriate box or "NA" if none apply).		
4a.	<input checked="" type="checkbox"/>	As required by Conn. Gen. Stat. §12-41, the Contractor (and each owner, partner, officer, authorized signatory or Affiliate Entity of the Contractor) has filed a list of taxable personal property with the City of West Haven for the most recent grand list and all taxes are	
4b.	<input checked="" type="checkbox"/>	The Contractor (including any owner, partner, officer or authorized signatory thereof) is not required to file a list of taxable personal property with the City of West Haven for the most recent grand list and does not owe any back taxes to the City of West Haven, either directly or through a lease or other agreement.	
4c.		The Contractor or an owner, partner, officer, representative, agent or Affiliate Entity of the Contractor either i) has a PILOT agreement with the City of West Haven or ii) owes back taxes and has executed an agreement with the City of West Haven to pay said back taxes in installment payments. Such agreement is attached and incorporated herein by reference and the payments under said agreement are not in default.	
5.	Other than as may be described in section 4 above, the Contractor (including any owner, partner, officer, other authorized signatory, or Affiliate Entity) does not have any outstanding monetary obligations to the City of West Haven.		
6.	Please select the applicable representation about the Contractor's business registration		
6a.	<input checked="" type="checkbox"/>	Contractor is a Connecticut corporation, partnership, limited liability company or sole proprietorship and its Connecticut Secretary of the State Business ID #:	<u>5345818800</u> Insert State Registration # above
6b.		Contractor is a foreign corporation, partnership, limited liability company or sole proprietorship but is registered to do business in the State of Connecticut. The Contractor's Connecticut Secretary of the State Business ID #:	Insert State Registration # above
6c.		Contractor is a foreign corporation, partnership, limited liability company or sole proprietorship and is not registered to do business in the State of Connecticut. The Contractor is registered in the State of:	Please insert State name above
Contractor has confirmed with the Connecticut Secretary of the State that the services it will provide pursuant to the Agreement do not constitute doing business in the State of Connecticut and no registration with the Connecticut Secretary of the State is required. Contractor does otherwise have the following State of Connecticut registrations, certificates or approvals relevant to the Agreement (if not applicable, state N/A)			

7. The following list is a list of the names of all persons affiliated with the business of the Contractor who are also affiliated with the City of West Haven. For purposes of this Affidavit, "affiliated with the business of the Contractor" includes any current or former employee (including officers) of the Contractor or any owner, board member or agent of the Contractor, or of any subsidiary or parent company of the Contractor, and "affiliated with the City of West Haven" means any employee, agent, public official, board member, commissioner or any other person serving in an official capacity for or on behalf of the City of West Haven. If none state none. Use additional sheet if necessary (must be on company letterhead and notarized):

Name	City Affiliation Role & Time Frame	Contractor Affiliation Role & Time Frame	DOB
1 KIMBERLY KENNY	BOARD OF ED MEMBER	EMPLOYEE	
2		OUTREACH	

8. The following list is a list of all contracts in which either the Contractor, any person affiliated with the business of the Contractor or an Affiliate Entity of the Contractor provides, or has provided, services or materials to the City within one (1) year prior to the date of this disclosure. If none, state none. Use additional sheet if necessary (must be on company letterhead and notarized):

Name of Contractor or Affiliate	Affiliation (if applicable)	Contract Number	DOB
1 N/A			
2			

9. The Contractor possesses an ownership interest in the following business organizations, if none, state none. Use additional sheet if necessary (must be on company letterhead and notarized):

Organization Name	Address	Type of Ownership
1 SHORELINE BEHAVIORAL	415 MAIN ST	NON-PROFIT
2 HEALTHY WELLNESS	WEST HAVEN, CT	

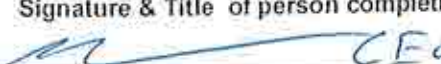

10. The following persons and/or entities possess an ownership interest in the Contractor. If the Contractor is a corporation, list the names of each stockholder whose shares exceed twenty-five (25) percent of the outstanding stock. If none, state none. Use additional sheet if necessary (must be on company letterhead and notarized):

Name	Title	% of Ownership	DOB
1 DR. CARA POWERS	DIRECTOR	100	7-30-75
2			

11. If the Contractor conducts business under a trade name, the following additional information is required: the place where such entity is incorporated or is registered to conduct such business; and the address of its principal place of business, if none, state none. Use additional sheet if necessary (must be on company letterhead and notarized):

TRADE NAME	PLACE OF INCORPORATION/REGISTRY	PRINCIPAL PLACE OF BUSINESS
1 NA		
2		

I hereby certify that I am duly authorized to sign this Affidavit and that the person who will sign the Agreement with the City on behalf of the Contractor will be duly authorized to execute the same. I hereby further certify that the statements set forth above are true and complete on the date hereof and that I, or another authorized individual of the Contractor, will promptly inform the City, in writing, if any of the information provided herein changes or is otherwise no longer accurate at any point during the execution of the above referenced Agreement. I understand that any incorrect information, omission of information or failure of the Contractor to update this information, as described in the foregoing sentence, may result in the immediate termination of any and all agreements the Contractor has with the City of West Haven and disqualification of the Contractor to further contract with the City.

Signature & Title of person completing this form:			
 CEO			
THIS FORM MUST BE NOTARIZED		NOTARY SEAL (if available)	
Signature of Notary:			
Subscribed and sworn to, before me on this:		Day of	2022
My Commission Expires:		2-28-2025	

*This form should be mailed or emailed to the purchasing department or included with a specific solicitation.*

(This form shall be updated if the Agreement contemplated hereby is not executed within six months of the date hereof.)

## **MEMORANDUM TO MARB BOARD CONCERNING LEASE OF A CLOSED AND SEALED LANDFILL FOR A SOLAR ENERGY FACILITY**

To Whom it May Concern:

Submitted for the Board's review lease of a closed and sealed landfill space for a solar energy facility.

### **SITE:**

The site(s), two sites, sit along the West River, Train Tracks, Interstate 95, Spring and Front street, total almost 39 acres. The sites historically trace as disposal sites to at least 1914 and probably before. The sites are hills rising more than 50 feet in elevation. The sites were properly sealed and capped at closure more than 30 years ago. The former landfill was privately owned.

In the last 30 years the site has served no public purpose and has not produced revenue for the City. This project should produce approximately **\$35,000.00** (depending on rates) for the City and the management of the site will improve, thus improving the environmental impact of the site all with DEEP.

The city used Connecticut based TitanGen, as the energy consultant for this project. They managed the RFP process which produced 7 bidders and continue to provide support and guidance for the project. Greenskies Clean Energy, LLC was the high bidder with a stellar reputation in this area.

If successful, Greenskies and seek to increase the number of panels on the site. We may seek to monetize the old landfill sites, assuming DEEP approval, with other proposals shortly (advertising, cell phone tower, wind power. However, this project is ready for approval.

**PROPOSED USE:**

Solar energy facility.

**TAXES/FEES:**

The facility will generate approximately **\$35,000.00** in annual revenue.  
The Assessor's Office in West Haven does not currently tax solar panels.

# **Land Lease Option and Lease Agreement (Solar Farm)**

**BETWEEN:**

**CITY OF WEST HAVEN, LANDLORD**

**AND**

**GREENSKIES CLEAN ENERGY LLC, TENANT**



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Exhibit A	Legal Description of the Leased Premises
Exhibit B	Tenant's Survey of the Leased Premises
Exhibit C	Certificate of Insurance
Exhibit D	Landlord Acknowledgement of Collateral Assignment of Lease

**LAND LEASE OPTION AND LEASE AGREEMENT  
(SOLAR FARM)**

This Land Lease Option and Lease Agreement (the "Agreement") is made this \_\_\_\_\_, "Effective Date" by and between The City of West Haven, a Connecticut Municipality, having an address of 355 Main St, West Haven CT ("Landlord"), and Greenskies Clean Energy LLC, a Delaware corporation, having a principal place of business at 127 Washington Avenue, West Building Lower Level, North Haven, CT 06473 ("Tenant"). All exhibits, schedules, and attachments, are a part of, and incorporated into, this Agreement.

**I. The Option.**

- a. Landlord grants to Tenant the exclusive and irrevocable right and option to lease the Leased Premises (as defined below) on the terms and conditions set forth below (the "Option").
- b. The term of the Option shall commence on the Effective Date and continue for eighteen (18) months (the "Initial Option Period").
- c. Extension Option Periods. The option period may be extended by Tenant for two (2) six (6) month periods (the "Extension Option Period(s)") upon Tenant's written notice to Landlord before the end of the Initial Option Period or prior Extension Option Period, as applicable (the Initial Option Period and Extension Option Periods are the "Option Period").
- d. During the Option Period, Landlord shall permit Tenant and its authorized agents and representatives to enter upon the Landlord Property (as defined below) at reasonable times during normal business hours to inspect the Landlord Property and perform surveys. Tenant shall notify Landlord of its intention, or the intention of its agents or representatives, to enter the Landlord Property at least twenty-four (24) hours prior to such intended entry. Tenant shall bear the cost of all inspections.
- e. Exercise of the Option. At any time before the end of the Option Period Tenant shall have the right, in its sole and absolute discretion, to exercise the Option by
  1. giving Landlord written notice of such exercise in accordance with the Notice provision set forth in Section 15 (the "Option Notice") *and*
  2. within thirty (30) days of the delivery of the Option Notice, payment by Tenant to Landlord of seventeen thousand five hundred (17,500) dollars.
- f. Upon Tenant's exercise of the Option, the terms of this Agreement relating to the lease of the Leased Premises (the "Lease") that follows shall take effect. The date that the Option Notice is delivered shall be considered the "Lease Commencement Date".

- g. If Landlord fails to perform its obligations under this Agreement or the Lease for any reason other than Tenant's breach, Tenant may pursue all legal remedies, including recovery of damages and the specific enforcement of this Agreement's terms.

2. **Leased Premises.** Upon Tenant's exercise of the Option, Landlord shall lease to Tenant and Tenant shall lease from Landlord pursuant to the terms of this Agreement, an approximately 15.27 acre parcel of real property, which is a portion of the real property located at 75-239 Front Ave Rear, West Haven CT, described in Exhibit A-1 ("Landlord Property"), together with ingress, egress, and utility easements providing access to and from a public road and the point of utility interconnection, as described in Sections 5 and 6 below (that portion of the Landlord Property (the "Leased Premises") and described in Exhibit A-2.

3. **Term.** The lease term (collectively, the "Term") shall be as follows:

- a. The "Primary Term" of the Lease begins on the Lease Commencement Date with a "Construction Period" not to exceed twelve (12) months, and ends twenty one (21) years from the commercial operation date of the Solar Farm (the "COD"). The COD is the date on which the Solar Farm is
  - 1. Connected to and delivering electrical energy to the electrical grid; and
  - 2. Operating at its design installed generating capacity
- b. Tenant shall have the option, in its sole discretion, to extend the Lease for three (3) five (5) year "Renewal Term(s)". At any time before the end of the Primary Term, or any Renewal Term, Tenant shall have the right, in its sole and absolute discretion, to exercise its option for a Renewal Term by giving Landlord written notice of such exercise in accordance with the Notice provision set forth in Section 15.
- c. If Tenant and Landlord do not agree to a new lease per Paragraph 24(a)(i), then at the end of the Primary Term or Renewal Term, as applicable, a "Final Term" shall begin and end on the date Tenant's Solar Farm decommissioning and removal obligations are complete as described in Paragraph 24(a)(ii). The Final Term may be extended by mutual written agreement of Tenant and Landlord.

4. **Rent.** Tenant shall pay Landlord "Basic Rent" as follows, prorated for any partial years or months, as applicable, and as adjusted per Paragraph 18.

- a. **Primary Term Rent.**
  - (i) Commencing on the first day of the Construction Period, Tenant shall pay Landlord a monthly Basic Rent in the amount of two thousand five hundred twenty six (2,526) dollars per megawatt (DC) of estimated Installed Power per month, ending on the COD. The first payment shall be paid within thirty

(30) days of the Lease Commencement Date and shall continue to be paid monthly, in arrears, on the first day of each calendar month following the day of the first payment. Beginning on the COD Basic Rent shall be paid in accordance with Paragraph 4(a)(i). Within thirty (30) days of the COD Tenant shall pay Landlord a onetime payment equal to the difference in Basic Rent paid during the Construction Period calculated by estimated Installed Power and as calculated by actual Installed Power. If this number is negative this payment shall be zero.

(ii) Commencing on the COD and on each anniversary of the COD Tenant shall pay Landlord an annual Basic Rent, in advance, of thirty thousand and three hundred twenty (30,320) dollars times the Solar Farm's Installed Power. "Installed Power" is the sum of the manufacturer's nameplate DC generating capacity of all PV panels installed on the Leased Premises in megawatts and partial megawatts at COD, adjusted for subsequent increases or decreases to the number of PV panels installed on the Leased Premises. For the avoidance of doubt, one megawatt (MW) equals one thousand (1000) kilowatts equals one million (1,000,000) watts, so the initial annual Primary Term Rent amount is also equal to the product of the generating capacity (AC) of the Solar Farm in watts times 0.030320 dollars. For the avoidance of doubt, reference the Rent Table in Exhibit E of this Agreement.

b. Renewal Term Rent.

(i) For each year of a Renewal Term Tenant shall pay Landlord an annual Basic Rent, in arrears, and in an amount equal to seventeen (17) percent of the Net Revenue generated from the operation of the Solar Farm for the previous year.

(ii) "Net Revenue" means:

1. Revenue from the sale of electricity generated by the Solar Farm; *plus*
2. Revenue from the sale of renewable energy credits associated with electricity generated by the Solar Farm, such as the Connecticut Zero Emissions Renewable Energy Credit, or successor programs; and *less*
3. Solar Farm operations, maintenance, and repair, expenses.
4. For the avoidance of doubt, Net Revenue excludes all other economic benefits such as revenues from tax benefits and other governmental incentives.

(iii) Within thirty (30) days of the end of each year of a Renewal Term Tenant shall pay the Landlord Basic Rent for the previous year and submit reasonable documentation supporting the calculation of the Basic Rent amount.

- c. Final Term Rent. Commencing one calendar month from the first day of the Final Term, Tenant shall pay Landlord a monthly Basic Rent, in arrears, in the amount of two thousand five hundred twenty six (2,526) dollars times then-current Installed Power.
- d. Any payment due under this Lease shall be timely if it is made on or within thirty (30) calendar days of the due date.

5. Improvements of Leased Premises.

- a. Components. Tenant shall construct an approximately a "Solar Farm" of about two and one half (2.5) megawatts of Installed Power at its sole expense. The Solar Farm shall consist of racking and foundations; inverters and transformers; energy storage, necessary electrical interconnections and all improvements and connections required to transfer and deliver generation offsite, including three phase extensions and power box(es); a 250 square-foot structure to house electrical and maintenance equipment ("PV Box"); security fencing and gating, with cameras, enclosing the Leased Premises; safety signage and solar photo voltaic ("PV") panels (collectively the "Site Improvements and Infrastructure"). Landlord has no obligation to make improvements on the Leased Premises or Landlord Property to accommodate the Solar Farm.
- b. Preliminary Site Plan. Construction Plans. For any new construction on the Leased Premises, such construction shall be designed and built to the minimum standards for any county, state and federal codes and requirements in effect at the time of construction, including without limitation, the applicable building and fire codes.
- c. Signage. Tenant shall have the right to place on the Lease Premises one or more signs advertising the Solar Farm provided that, prior to putting up any such signage, Tenant has obtained all required sign permits from the local governing authority,
- d. Fencing. Tenant shall maintain a fence around the Solar Farm for the duration of the Primary Term and any extensions thereto.
- e. Utility Easement. Landlord agrees to execute any easement agreement required by the utility for interconnection in the form required by the utility.

6. Ingress, Egress, Utility and Solar Easement. The rights granted to Tenant in this Lease include, without limitation the following easements and related rights:

- a. the exclusive right to erect, construct, reconstruct, replace, relocate, remove, operate, maintain and use the following from time to time, on, under, over and across the Leased Premises, in connection with Solar Farm: (a) a line or lines of towers, with such wires and cables as from time to time are

suspended therefrom, and/or underground wires and cables, for the transmission of electrical energy and/or for communication purposes, and all necessary and proper foundations, footings, crossarms and other appliances and fixtures for use in connection with said towers, wires and cables (collectively "Transmission Facilities"); (b) facilities consisting of one or more substations for electrical collection, to step up the voltage, interconnect to transmission line or lines, and meter electricity, together with the right to perform all other ancillary activities normally associated with such a facility as may be necessary or appropriate to service Solar Farm, regardless where located (collectively "Interconnection Facilities", which collectively with the Transmission Facilities and improvements installed in connection with the Solar Farm, collectively constitute the "Solar Improvements"); and (c) with all necessary easements therefor;

- b. an easement and right over and across the Landlord Property for any audio, visual, view, light, shadow, noise, vibration, electromagnetic or other effect of any kind or nature whatsoever resulting, directly or indirectly, from the Solar Farm, including but not limited to rights to cast shadows and reflect glare onto all of Landlord Property including any adjoining Landlord-owned property, from the Solar Farm and/or any and all other related facilities, wherever located within the Leased Premise;
- c. an exclusive easement and right to capture, use and convert sunlight and related solar resources on an unobstructed basis over and across the Landlord Property; any obstruction to the receipt of and access to sunlight throughout the entire area of the Leased Premises is prohibited;
- d. an undeveloped access easement over and across the Landlord Property for ingress and egress to the Leased Premises, to and from a public road, and a construction and utility easement over Landlord Property adjacent to the Leased Premises for construction and maintenance of the Solar Improvements.
- e. an non-exclusive right for the installation, use, repair, replacement and removal of Transmission Facilities across the Landlord Property;
- f. an non-exclusive right for the installation, use, operation, maintenance, repair, replacement and removal of Interconnection Facilities across the Landlord Property;
- g. an easement and right on the Landlord Property to prevent measurable diminishment in output due to obstruction of the sunlight across the Leased Premises including but not limited to an easement right to trim, cut down and remove all trees (whether natural or cultivated), brush, vegetation and fire and electrical hazards now or hereafter existing on the Landlord Property which might obstruct receipt of or access to sunlight throughout

the Leased Premises or interfere with or endanger the Solar Farm or Tenant's operations;

- h. the right of subjacent and lateral support on the Landlord Property to whatever is necessary for the operation and maintenance of the Solar Farm, including, without limitation, guy wires and supports; and
- i. the right to undertake any such purposes or other activities, whether accomplished by Tenant or a third party authorized by Tenant, that Tenant determines are necessary and appropriate to accomplish any of the purposes or uses set forth in this Agreement or that are compatible with such purposes or uses.

The easement rights granted by Landlord under this Agreement constitute **EASEMENTS IN GROSS**, personal to and for the benefit of Tenant, its successors and assigns, as owner of such easements, and the parties expressly agree that such easement rights shall be transferable in accordance with the assignment provisions of this Agreement. The parties expressly intend for all easement rights herein to be, and for this Agreement to create, **EASEMENTS IN GROSS** in Tenant, and neither such easements nor this Agreement shall be appurtenant to any other property or interest. Notwithstanding the foregoing, if the Landlord conveys the Landlord Property during the Term, Landlord agrees that any granting document, including the deed, shall include within the property description, the existence of the easements contained herein.

The term of the easements described in this Section 6 shall commence upon the Lease Commencement Date of this Lease and shall continue until the last to occur of (i) expiration of the Term, or (ii) removal by Tenant of all of its property from the Leased Premises after expiration of the Term. Additional details concerning the location and configuration of the easement shall be set forth in a recordable instrument prepared by Tenant, which Landlord agrees to execute, and have notarized, within ten (10) days of any Tenant request therefor made from time to time. In addition, at Tenant's request and expense, the easements described in this Section 6 may be set forth in a separate standalone easement agreement, which Landlord and Tenant agree to execute and which Tenant shall have recorded as an encumbrance on the property of Landlord and binding upon all subsequent owners, successors, and assigns.

## **7. Maintenance and Security.**

- a. **Maintenance.** The Solar Farm shall be maintained by Tenant at its own expense. Tenant shall maintain, protect and preserve the Solar Farm in a safe, neat and attractive condition and in good and serviceable repair.
- b. **Snow Removal.** Landlord does not provide snow removal service on the access road serving the Leased Premises. Snow removal on the Leased Premises, if needed, shall be the responsibility of Tenant as necessitated by Tenant's operation of the Solar Farm. Any snow removal activities will minimize any damage to the existing ground surface of the site. Tenant will promptly repair any damage caused by its snow removal activities. Tenant



will only use the existing or new access roads via the access easement for vehicle access to the site.

- c. Security. Security for the Solar Improvements shall be the responsibility of Tenant. Nothing in this Agreement shall be construed to impose security obligations upon Landlord. Landlord shall not be liable for any loss or damages suffered by Tenant or third party solar panel owners due to Tenant's and such third parties use and occupancy of and activities on the Leased Premises.

**8. Title and Quiet Possession.** Landlord represents and covenants that Landlord owns the Leased Premises and the Landlord Property in fee simple, free and clear of all liens, encumbrances, and restrictions of every kind and nature, except for those that currently appear in the recorded chain of title and are reported as exceptions on the commitment for title insurance that Tenant may obtain. Tenant shall have the quiet use and enjoyment of the Leased Premises and the easements described herein in accordance with and subject to the terms of this Agreement, without any manner of hindrance, interference, or molestation of any kind by Landlord or any person claiming through Landlord.

**9. Title to Site Improvements and Infrastructure.**

- a. Site Improvements and Infrastructure. Title to the Site Improvements and Infrastructure remains with Tenant at all times during the Term. Upon expiration of this Agreement, title to the Site Improvements and Infrastructure shall be designated in accordance with Section 24 below.
- b. Repair of Landlord Property. In the event that Tenant causes any damage to the Landlord Property, including without limitation any above-ground or underground utilities, in the course of any activity undertaken by Tenant under this Agreement, Tenant shall facilitate the repair of such damage to return such property of Landlord to substantially the same condition as it existed prior to such damage, at Tenant's sole expense.

**10. Uses and Operations.** Tenant shall construct, operate and maintain the Solar Farm as a renewable energy generation system. The Tenant's uses under this Lease include the construction, maintenance, operation, use, repair, replacement and removal of the Solar Farm, and activities related thereto.

**11. Subordination, Attornment, and Nondisturbance.** Tenant agrees that, if requested by Landlord, this Lease shall be subject and subordinate to any mortgages or deeds of trust now or hereafter placed upon the Leased Premises and to all modifications thereto, and to all present and future advances made with respect to any such mortgage or deed of trust, provided that Landlord first delivers to Tenant a Subordination and Non-Disturbance Agreement (defined below) from the holder of such lien or mortgage, and Landlord shall obtain the same from the holder of such lien or mortgage. Landlord agrees that any right, title or interest created by Landlord from and after the date hereof in favor of or granted to any third party shall be subject to (i) this Agreement and all of Tenant's rights, title and interests created in this Agreement, and (ii) any and

all documents executed or to be executed by and between Tenant and Landlord in connection with this Agreement. A "**Subordination and Non-Disturbance Agreement**" shall mean an agreement, in form reasonably acceptable to Tenant, between Tenant, Landlord and the holder of a lien or a mortgage that provides that the holder of such lien or a mortgage (i) agrees not to disturb Tenant's possession or rights under this Agreement, (ii) agrees to provide notice of defaults under the lien or a mortgage documents to Tenant and agrees to allow Tenant and its lenders a reasonable period of time following such notice to cure such defaults on behalf of Landlord, and (iii) agrees to comply with such other requirements as may be reasonably required by Tenant or its lenders to ensure the interests of Tenant or its lenders are not interfered with. Within ten (10) business days of Tenant's Option Notice, or within ten (10) business days of the date of creation of any future mortgages or deeds of trust, Landlord shall request Landlord's secured lenders to provide an Subordination and Non-Disturbance Agreement in form reasonably acceptable to Tenant, executed and acknowledged by Landlord and the holder of any mortgage to which this Lease is, or shall become, subordinate.

**12. Mortgagee Protection.** Any Mortgagee of the Leased Premises, or any portion of Leased Premises, shall, for so long as its Mortgage is in existence and until the lien thereof has been extinguished, be entitled to the following protections, upon delivery to Landlord of notice of its name and address:

- a. **Mortgagee's Right to Possession, Right to Acquire and Right to Assign.** A Mortgagee shall have the absolute right: (a) to assign its security interest; (b) to enforce its lien and acquire title to the leasehold estate by any lawful means; (c) to take possession of and operate the Leased Premises or any portion thereof and to perform all obligations to be performed by Tenant under this Agreement, or to cause a receiver to be appointed to do so; and (d) to acquire the leasehold estate by foreclosure or by an assignment in lieu of foreclosure and thereafter to assign or transfer the leasehold estate to a third party. Landlord's consent shall not be required for (a) the pledge, mortgage or hypothecation of Tenant's rights in the Agreement, the Solar Improvements, or Tenant, or (b) the acquisition of Tenant's leasehold estate by a third party who acquires the same by foreclosure or assignment in lieu of foreclosure. As used in this Lease, (i) the term "Mortgagee" means any financial institution or other person or entity that from time to time provides secured financing for or otherwise encumbers some or all of Tenant's interest in the Agreement or Solar Farm, collectively with any security or collateral agent, indenture trustee, loan trustee or participating or syndicated lender involved in whole or in part in such financing, and their respective representatives, successors and assigns, (ii) the term "Mortgage" refers to the mortgage, deed of trust or other security interest in this Agreement and/or the Solar Farm and Solar Improvements given to a Mortgagee in connection with such financing and (iii) the term "Mortgaged Interest" refers to the interest in this Agreement and/or the Solar Farm and Solar Improvements, that is held by the Mortgagee. Tenant shall have the right, without the consent of Landlord, to grant Mortgages on Tenant's interest hereunder.

- b. Notice of Default: Opportunity to Cure. As a precondition to exercising any rights or remedies as a result of any alleged default by Tenant, Landlord shall give written notice of the default to Tenant and Tenant shall give prompt written notice of the default to each Mortgagee, as applicable, specifying in detail the alleged event of default; provided however that such Mortgagee shall have provided Landlord with its current address. In the event the Landlord gives such a written notice of default, the following provisions shall apply:
- a. A "Monetary Default" means failure to pay when due any rent or other monetary obligation of Tenant to Landlord under this Agreement; any other event of default is a "Non-Monetary Default."
  - b. The Mortgagee shall have the same period after receipt of notice of default to remedy the default, or cause the same to be remedied, as is given to Tenant, plus, in each instance, the following additional time periods: (i) sixty (60) days after receipt of the notice of default in the event of any Monetary Default; and (ii) ninety (90) days after receipt of the notice of default in the event of any non-monetary default, provided that such period shall be extended for the time reasonably required to complete such cure, including the time required for the Mortgagee to perfect its right to cure such non-monetary default by obtaining possession of the Leased Premises (including possession by a receiver) or by instituting foreclosure proceedings, provided the Mortgagee acts with reasonable and continuous diligence. The Mortgagee shall have the absolute right to substitute itself for Tenant and perform the duties of Tenant under this Agreement for purposes of curing such defaults. Landlord expressly consents to such substitution, agrees to accept such performance, and authorizes the Mortgagee (or its employees, agents, representatives or contractors) to enter upon the Leased Premises to complete such performance with all the rights, privileges and obligations of the Tenant. Landlord shall not terminate this Agreement prior to expiration of the cure periods available to a Mortgagee as set forth herein.
  - c. During any period of possession of the Mortgaged Interest by a Mortgagee (or a receiver requested by such Mortgagee) and/or during the pendency of any foreclosure proceedings instituted by a Mortgagee, the Mortgagee shall pay or cause to be paid the rent and all other monetary charges payable by Tenant under this Agreement which have accrued and are unpaid at the commencement of said period and those which accrue thereafter during said period. Following acquisition of Tenant's Mortgaged Interest by the Mortgagee or its assignee or designee as a result of either foreclosure or acceptance of an assignment in lieu of foreclosure, or by a purchaser at a foreclosure sale, this Agreement shall continue in full

force and effect and the Mortgagee or party acquiring title to the Mortgaged Interest shall, as promptly as reasonably possible, commence the cure of all defaults under this Agreement and thereafter diligently process such cure to completion, whereupon Landlord's right to terminate this Agreement based upon such defaults shall be deemed waived; provided, however, the Mortgagee or party acquiring title to the Mortgaged Interest shall not be required to cure those non-monetary defaults which are not capable of being cured or performed by such party ("non-curable defaults"). Non-curable defaults shall be deemed waived by Landlord upon completion of foreclosure proceedings or acquisition of interest in this Agreement by such party.

- d. Any Mortgagee or other party who acquires the Mortgaged Interest pursuant to foreclosure or assignment in lieu of foreclosure shall not be liable to perform the obligations imposed on Tenant by this Agreement incurred or accruing after such party no longer has ownership of the leasehold estate or possession of the Leased Premises.
  - e. Neither the bankruptcy nor the insolvency of Tenant or any Assignee shall be grounds for terminating this Agreement as long as the rent and all other monetary charges payable by Tenant under this Agreement are paid by the Mortgagee in accordance with the terms of this Agreement.
  - f. Nothing in this Agreement shall be construed to extend this Agreement beyond the Term or to require a Mortgagee to continue foreclosure proceedings after the default has been cured. If the default is cured and the Mortgagee discontinues foreclosure proceedings, this Agreement shall continue in full force and effect.
- c. New Agreement to Mortgagee. If this Agreement terminates because of Tenant's default or if the Mortgaged Interest is foreclosed, or if this Agreement is rejected or disaffirmed pursuant to bankruptcy law or other law affecting creditors' rights, then Landlord shall, upon written request from any Mortgagee, enter into a new lease of the Leased Premises, on the following terms and conditions:
- a. The terms of the new agreement shall commence on the date of termination, foreclosure, or rejection and shall continue for the remainder of the Term of this Agreement, at the same rent and subject to the same terms and conditions set forth in this Lease.
  - b. The new agreement shall be executed within thirty (30) days after receipt by Landlord of written notice of the Mortgagee's election to enter a new agreement, provided said Mortgagee: (i) pays to

Landlord all rent and other monetary charges payable by Tenant, as applicable, under the terms of this Agreement up to the date of execution of the new agreement, as if this Agreement had not been terminated, foreclosed, rejected or disaffirmed, less the rent and other income actually collected by Landlord from subtenants or other occupants of the Leased Premises; and (ii) perform all other obligations of Tenant under the terms of this Agreement, to the extent performance is then due and susceptible of being cured and performed by the Mortgagee; and (iii) agrees in writing to timely perform, or cause to be performed, all non-monetary obligations which have not been performed by Tenant and would have accrued under this Agreement up to the date of commencement of the new agreement, except those obligations which constitute non-curable defaults as defined above; (iv) reimburses Landlord for Landlord's reasonable attorney fees incurred in reviewing the same. Any new agreement granted the Mortgagee shall enjoy the same priority as this Agreement over any lien, encumbrance or other interest created by Landlord.

- c. At the option of the Mortgagee, the new agreement may be executed by a designee of such Mortgagee without the Mortgagee assuming the burdens and obligations of the Tenant thereunder.
  - d. If more than one Mortgagee makes a written request for a new agreement pursuant hereto, the new agreement shall be delivered to the Mortgagee requesting such new lease whose Mortgage is prior in lien, and the written request of any other Mortgagee whose lien is subordinate shall be void and of no further force or effect. Landlord shall be reimbursed all reasonable expenses incurred in determining whose Mortgage is prior in lien.
- d. Mortgagee's Consent to Amendment, Termination or Surrender. Notwithstanding any provision of this Agreement to the contrary, the parties agree that so long as there exists an unpaid Mortgage, this Agreement shall not be modified or amended and Landlord shall not accept a surrender of the Leased Premises or any part thereof or a cancellation or release of this Agreement from Tenant prior to expiration of the Term without the prior written consent of the Mortgagee. This provision is for the express benefit of and shall be enforceable by such Mortgagee.
- e. No Waiver. No payment made to Landlord by a Mortgagee shall constitute an agreement that such payment was, in fact, due under the terms of this Agreement; and a Mortgagee having made any payment to Landlord pursuant to Landlord's wrongful, improper or mistaken notice or demand shall be entitled to the return of any such payment.

- f. No Merger. There shall be no merger of this Agreement, or of the leasehold estate created by this Agreement, with the fee estate in the Leased Premises by reason of the fact that this Agreement or the leasehold estate or any interest therein may be held, directly or indirectly, by or for the account of any person or persons who shall own the fee estate or any interest therein, and no such merger shall occur unless and until all persons at the time having an interest in the fee estate in the Leased Premises and all persons (including Mortgagee) having an interest in this Agreement or in the estate of Landlord shall join in a written instrument effecting such merger and shall duly record the same.
- g. Third Party Beneficiary. Each Mortgagee is and shall be an express third party beneficiary of the provisions of this Section, and shall be entitled to compel the performance of the obligations of Landlord under this Agreement.
- h. Further Amendments. Provided that no material default in the performance of Tenant's obligations under this Agreement shall have occurred and remain uncured after the expiration of all applicable notice and cure periods, at Tenant's request, Landlord shall (a) amend this Agreement to include any provision that may reasonably be requested by an existing or proposed Mortgagee, or by any entity that is proposing to directly or indirectly acquire any Project, and (b) shall execute such additional documents as may reasonably be required to evidence such Mortgagee's or other entity's rights hereunder; provided, however, that such amendment shall not materially impair the rights of Landlord under this Agreement, or extend the Term of this Agreement. Further, Landlord shall, within ten (10) days after written notice from Tenant or any existing or proposed Mortgagee, execute and deliver thereto a certificate to the effect that Landlord (a) recognizes a particular entity as a Mortgagee under this Agreement and (b) will accord to such entity all the rights and privileges of a Mortgagee hereunder.
- i. Further Amendments to Leased Premises Description. In the event that it is determined by Tenant or any Mortgagee that there are any inaccuracies in or changes required to the legal description of the Leased Premises contained in Exhibit A-2, the validity of this Agreement shall not be affected, and, upon the request of Tenant made from time to time, Landlord shall execute an amendment to the legal description of the Leased Premises contained in Exhibit A-2 of this Agreement and in any memorandum of this Agreement to reflect the legal description of the Leased Premises within the Landlord Property as contained in any survey obtained by Tenant for the Leased Premises.

13. Governmental Approvals and Compliance. Tenant shall obtain any necessary governmental licenses or authorizations required for the construction and use of the Site Improvements and Infrastructure on the Leased Premises and shall comply with government laws and regulations applicable thereto. Notwithstanding the foregoing, Tenant shall not be responsible

for any matters arising in connection to Environmental Laws relating to the Leased Premises, except to the extent the need for compliance therefor arises directly out of the release by Tenant of any Hazardous Materials (as defined herein) on or about the Leased Premises.

**14. Assignment.** Excluding assignments that occur pursuant to Section 12 above, Tenant shall not assign or transfer this Agreement, or any interest herein, without the prior written consent of Landlord which shall not be unreasonably withheld, delayed or conditioned, and consent to an assignment shall not be deemed to be a consent to any subsequent assignment. Notwithstanding the foregoing, Tenant is expressly permitted to assign its rights and responsibilities under this Agreement, without obtaining Landlord's consent and in its sole discretion, to any entity (a) owned or controlled by Tenant or under common ownership or control with Tenant, or (b) to which Tenant conveys all of its right title and interest in the Solar Farm.

**15. Notices.** All notices, demands, requests, consents, approvals, and other instruments required or permitted to be given pursuant to this Agreement shall be in writing, signed by the notifying party, or officer, agent, or attorney of the notifying party, and shall be deemed to have been effective upon delivery if served personally, including but not limited to delivery by messenger, email, overnight courier service or overnight express mail, or upon posting if sent by registered or certified mail via US Postal Service, postage prepaid, return receipt requested, and addressed as follows:

To Landlord: 


To Tenant: Legal Department  
Greenskies Clean Energy LLC  
127 Washington Avenue  
West Building Lower Level  
North Haven, CT 06473

With a copy: By email to [legal@greenskies.com](mailto:legal@greenskies.com)

Notices are deemed delivered upon date of delivery if by messenger or courier service or US Postal Service, and date of acknowledgement if by email – automatic responses do not constitute acknowledgement.

The address to which any notice, demand, or other writing may be delivered to any party as above provided may be changed by written notice given by such party as above provided.

**16. Insurance.** At all times during the Term of this Lease, Tenant shall maintain in full force a comprehensive public liability insurance policy covering Tenant's operations, activities, and liabilities on the Leased Premises, having singly or in combination limits not less than One Million Dollars (\$1,000,000) in the aggregate; please see attached "Exhibit C", Insurance Requirements. Such policy shall name Landlord as an additional insured under such policy as the

Landlord's interests may appear. Upon Landlord's request, Tenant shall give Landlord a certificate of insurance evidencing that the insurance required under the Agreement is in force.

**17. Operating Expenses.** Tenant shall fully and promptly pay for all water, gas, heat, light, power, telephone service, and other public utilities furnished to the Leased Premises and used by Tenant throughout the Term hereof, and for all other costs and expenses of every kind whatsoever in connection with the use, operation, and maintenance of the Leased Premises and all activities conducted thereon.

**18. Taxes.** Landlord shall pay when due all real property taxes and all other fees and assessments attributable to the Leased Premises. However, Tenant shall pay, as additional Rent, any increase in real property taxes levied against the Leased Premises or that would be levied against the Lease Premises were it owned by a private, for-profit entity, that is directly attributable to Tenant's improvements to the Leased Premises. Landlord agrees to furnish proof of such increase to Tenant. Tenant may deduct from Basic Rent taxes Tenant pays, directly or indirectly, to Landlord.

**19. Maintenance by Landlord.** Landlord shall maintain its property adjacent to the Leased Premises in good condition and state of repair to avoid interference with Tenant's use of the Leased Premises and the Easement. Landlord shall not construct structures or plant trees adjacent to the Leased Premises that will impede solar access to Solar Farm.

**20. Liabilities to Third Parties: Risk of Loss.** Tenant shall hold Landlord harmless from any liability (including reimbursement of Landlord's reasonable legal fees and all costs) for death or bodily injury to third parties, or physical damage to the property of third parties, to the extent caused by the fault of Tenant or any of Tenant's agents, servants, employees, or licensees, and Landlord shall hold Tenant harmless from any liability (including reimbursement of Tenant's reasonable legal fees and all costs) for death or bodily injury to third parties, or physical damage to the property of third parties, to the extent caused by the fault of Landlord or any of Landlord's agents, servants, employees, or licensees. Notwithstanding any provisions herein to the contrary, it is understood and agreed that all property kept, installed, stored, or maintained in or upon the Leased Premises by Tenant shall be so installed, kept, stored, or maintained at the risk of Tenant, Landlord shall not be responsible for any loss or damage to equipment owned by Tenant that might result from tornadoes, lightning, windstorms, or other Acts of God. The covenants of this paragraph shall survive and be enforceable and shall continue in full force and effect for the benefit of the Parties and their respective subsequent transferees, successors, and assigns, and shall survive the termination of this Lease, whether by expiration or otherwise, to the expiration of the applicable statute of limitations period (or any extension).

**21. Tenant's Performance and Surrender.** Tenant shall pay the rent and all other sums required to be paid by Tenant hereunder in the amounts, at the times, and in the manner herein provided, and shall keep and perform all terms and conditions hereof on its part to be kept and performed, and at the expiration or sooner termination of this Lease, surrender to Landlord the Leased Premises subject to the other provisions of this Lease.



**22. Default and Termination for Default.** Landlord or Tenant shall be in default of this Lease if either party breaches any material provision hereof and said breach is not cured by the breaching party within sixty (60) days of receipt of notice of said breach from the non-breaching party, or if such cure cannot reasonably be had within said sixty (60) day period, then if cure of such breach is not commenced within thirty (30) days of receipt of such notice and not thereafter completed using diligent efforts. Upon the breaching party's failure to cure its breach within such time, as applicable, the non-breaching party shall have the right to terminate this Lease for default, and to pursue such remedies as may be available in law or equity.

**23. Right to Terminate.** Tenant may terminate this Lease, at its option, after giving not less than thirty (30) days' notice to Landlord, if:

- a. Any governmental agency denies a request by Tenant for or revokes a permit, license, or approval that is required for Tenant to construct or operate the Site Improvements and Infrastructure on the Leased Premises;
- b. Tenant determines that technical problems, which problems cannot reasonably be corrected, preclude Tenant from using the Leased Premises for its intended purpose;
- c. Tenant determines that Tenant does not have acceptable and legally enforceable means of ingress and egress to and from the Leased Premises;
- d. Utilities necessary for Tenant's use of the Leased Premises are not available to the Leased Premises; or
- e. The Leased Premises are damaged or destroyed to an extent that prohibits or materially interferes with Tenant's use of the Leased Premises.

In the event of termination by Tenant pursuant to this provision, Tenant shall be relieved of all further liability hereunder except its obligation to remove its improvements as provided herein. Any rental fees paid prior to said termination date shall be retained by Landlord.

**24. Rights to Site Improvements and Infrastructure Upon Termination.**

- a. **Title: Tenant.** At least ninety (90) days prior to the expiration of the Term (including the expiration of any extension to such Term under Section 3), Tenant shall advise Landlord in writing of Tenant's intention regarding Tenant's ownership of the Solar Farm upon expiration, based upon one of the options set forth in this Section 24(a):
  - i. **Retain Title and Operating Rights.** Retain ownership of the Solar Farm and continue to operate the Leased Premises as a community-owned solar farm under a new lease agreement with Landlord if:
    1. Tenant has advised Landlord of Tenant's desire to continue operations in writing a minimum of ninety (90) days prior to

the expiration date of the applicable term, as required in this Section 24.a.(1); and

2. Landlord and Tenant have agreed to the new lease provisions at least thirty (30) days prior to the expiration date of this Agreement. The newly negotiated lease shall then begin upon the expiration of this Agreement.

It is understood and agreed that if Tenant and Landlord are unable to agree upon the terms of such new lease, then the provisions of Section 24(a)(ii), below, regarding removal shall apply.

- ii. Remove. Remove the Solar Farm, including the Site Improvements and Infrastructure owned by Tenant and solar panels owned by third parties. Such removal shall be completed within six (6) months following the expiration of the full term of this Agreement, during which time Tenant shall be subject to all terms and conditions in this Lease with respect to access and said removal as if still a tenant.

**25. Binding on Successors.** The covenants and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators, and assigns of the parties hereto.

**26. Access to Leased Premises.** In addition to the Easement granted in Section 5, Tenant and its engineers, officers, employees, agents, and contractors shall have full access to the Leased Premises during the Term, consistent with Landlord's standard property security policy,

**27. Governing Law.** The parties intend that this Agreement and the relationship of the parties shall be governed by the laws of the State or Commonwealth in which the Leased Premises are located.

**28. Entire Agreement.** All of the representations and obligations of the parties are contained herein, and no modification, waiver, or amendment of this Agreement or of any of its conditions or provisions shall be binding upon a party unless in writing signed by that party or a duly authorized agent of that party empowered by a written authority signed by that party. The waiver by any party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that provision by the same party, or of any other provision or condition of the Agreement.

**29. Survey and Testing.** Tenant shall have the right during the Option Period and any extension to survey, soil test, and make any other investigations necessary to determine if the surface of the Leased Premises is suitable for construction of the Solar Farm. If Tenant, within the above-stated time, determines that for any reason the Leased Premises is not suitable, this Agreement, upon written notice given by Tenant to Landlord, shall become null and void; provided that at Tenant's sole expense any damage to the Leased Premises caused by such testing and investigations of Tenant shall be promptly repaired.

**30. Reserved.**

### 31. Hazardous Waste.

- a. The term Hazardous Materials shall mean any substance, material, waste, gas, or particulate matter that is regulated by any local governmental authority, the State of Connecticut, or the United States Government, including, but not limited to, any material or substance which is (i) defined as a "hazardous waste," "hazardous material," "hazardous substance," "extremely hazardous waste," or "restricted hazardous waste" under any provision of state or local law, (ii) petroleum, (iii) asbestos, (iv) polychlorinated biphenyl, (v) radioactive material, (vi) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. Sections 1251 et seq. (33 U.S.C. Section 1317), (vii) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. Sections 6901 et seq. (42 U.S.C. Section 6903), or (viii) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Sections 9601 et seq. (42 U.S.C. Section 9601). The term Environmental Laws shall mean all statutes specifically described in the foregoing sentence and all applicable federal, state, and local environmental health and safety statutes, ordinances, codes, rules, regulations, orders, and decrees regulating, relating to, or imposing liability or standards concerning or in connection with Hazardous Materials.
- b. The Tenant acknowledges that the Property and the Leased Premises were once utilized as a landfill and is hereby notified that the Landlord cannot guarantee the complete absence of Hazardous Materials on the Property. However, Landlord represents and warrants that since the landfill was closed and no longer operational,, to the best of Landlord's knowledge, (i) the Leased Premises have not been used for the use, manufacturing, storage, discharge, release, or disposal of Hazardous Materials beyond those which may have been inadvertently accepted or deposited on the Property during the time it was used a landfill, (ii) neither the Leased Premises nor any part thereof is in breach of any Environmental Laws, (iii) there are no underground storage tanks located on or under the Leased Premises, and (iv) the Leased Premises are free of any Hazardous Materials that would trigger response or remedial action under any Environmental Laws or any existing common law theory based on nuisance or strict liability. If any such representation is in any manner inaccurate or any such warranty is in any manner breached during the term of this Agreement (collectively, a "Breach"), and if such Breach gives rise to or results in liability (including, but not limited to, a response action, remedial action, or removal action) under any Environmental Laws or any existing common law theory based on nuisance or strict liability, or causes a significant effect on public health, Landlord shall promptly take any and all remedial and removal action as required by law to clean up the Leased Premises and mitigate exposure to liability arising from, and keep the Leased Premises free of any lien imposed pursuant to, any Environmental Laws as a result of such Breach.

- c. The following indemnities are provided hereunder by Landlord and Tenant:
- i. Tenant agrees to indemnify, defend, and hold harmless Landlord, its officers, partners, successors, and assigns from and against any and all debts, liens, claims, causes of action, administrative orders and notices, costs (including, without limitation, response and/or remedial costs), personal injuries, losses, damages, liabilities, demands, interest, fines, penalties, and expenses, including reasonable attorneys' fees and expenses, consultants' fees and expenses, court costs, and all other out-of-pocket expenses, to the extent any such claims arise out of the future release of any Hazardous Materials on or about the Leased Premises by Tenant or Tenant's employees, contractors, agents, successors, or assigns from hazardous materials brought to the Leased Premises by Tenant or Tenant's employees, contractors, agents, successors, or assigns and/or where such party was informed of the presence of Hazardous Materials on the Leased Premises by Landlord prior to the release.
  - ii. Landlord agrees to indemnify, defend, and hold harmless Tenant, its officers, partners, successors, and assigns from and against any and all debts, liens, claims, causes of action, administrative orders and notices, costs (including, without limitation, response and/or remedial costs), personal injuries, losses, damages, liabilities, demands, interest, fines, penalties, and expenses, including reasonable attorneys' fees and expenses, consultants' fees and expenses, court costs, and all other out-of-pocket expenses, to the extent any such items (a) arise out of the future release of any Hazardous Materials on or about the Leased Premises except those covered in accordance with (c)(i) above, or (b) arise out of any Breach by Landlord, or (c) arose prior to or during the Term of this Lease and that failed to comply with (i) the Environmental Laws then in effect or (ii) any existing common law theory based on nuisance or strict liability.
- d. Landlord represents and warrants to Tenant that Landlord to the best of the Landlord's knowledge, it has received no notice that the Leased Premises or any part thereof is, and, to the best of its knowledge and belief, no part of, the Leased Premises is located within, an area that has been designated by the Federal Emergency Management Agency, the Army Corps of Engineers, or any other governmental body as being subject to special hazards, including floodplains.
- e. The covenants of this Section shall survive and be enforceable and shall continue in full force and effect for the benefit of Tenant and its subsequent

transferees, successors, and assigns and shall survive the Term of this Lease and any renewal periods thereof.

**32. Mechanic's Liens.** Tenant will not cause any mechanic's or materialman's lien to be placed on the Leased Premises, and Tenant agrees to indemnify, defend, and hold harmless Landlord from any such lien from a party claiming by, through, or under Tenant; provided that Tenant shall be permitted to remove any such lien by bond or other suitable instrument.

**33. Headings.** The headings of sections and subsections are for convenient reference only and shall not be deemed to limit, construe, affect, modify, or alter the meaning of such sections or subsections.

**34. Time of Essence.** Time is of the essence for Landlord's and Tenant's obligations under this Agreement.

**35. Severability.** If any section, subsection, term, or provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of said section, subsection, term, or provision of the Agreement, or the application of same to parties or circumstances other than those to which it was held invalid or unenforceable, shall not be affected thereby and each remaining section, subsection, term, or provision of this Agreement shall be valid or enforceable to the fullest extent permitted by law.

**36. Real Estate Broker.** Landlord represents and warrants that Landlord has not signed a listing agreement, dealt with, or otherwise agreed to pay a broker's commission, finder's fee, or other like compensation to anyone in connection with the lease of the Leased Premises or the transaction contemplated by this Agreement, and Landlord agrees to indemnify and hold Tenant harmless from and against any such claims or costs, including attorneys' fees, incurred as a result of the transaction contemplated by this Agreement.

**37. Further Assurances.** Each of the parties agrees to do such further acts and things and to execute and deliver such additional agreements and instruments as the other may reasonably require to consummate, evidence, or confirm this Agreement or any other agreement contained herein in the manner contemplated hereby.

**38. Dispute Resolution.** Any dispute between Landlord and Tenant arising under this Agreement shall in the first instance be addressed by taking the following steps; 1) by informal negotiations between Landlord and Tenant following an exchange of written notice of and response to said dispute and for a period of time not to exceed 45 days unless extended by mutual agreement; and if not resolved by negotiations, then 2) by arbitration conducted by an impartial, neutral arbitrator consistent with the guidelines of the American Arbitration Association.

**39. Right to Record.** The Tenant shall have the right to prepare, execute and record a memorandum of lease, setting forth the general terms of the Lease and such other information as Tenant deems necessary. Tenant shall provide the Landlord a copy of the recorded Memorandum of Lease after recordation by the West Haven Registry of Deeds.

**40. Tax Credits.** If under applicable law the holder of any interest under this Agreement becomes ineligible for any tax credit, benefit or incentive for alternative energy expenditure established by any local, state or federal government, then, at Tenant's option, Landlord and Tenant shall amend this Agreement or replace it with a different instrument so as to convert Tenant's interest in the Property to a substantially similar interest that makes Tenant eligible for such tax credit, benefit or incentive, on condition that nothing in the amended Agreement or different instrument entitles Tenant to a fee interest in the Leased Premises, diminishes Tenant's payment obligations under this Agreement, or extends the Term beyond that of this Agreement.

**41. Attorneys' Fees.** The prevailing party in any action or proceeding for the enforcement, protection, or establishment of any right or remedy under this Agreement or for the interpretation of this Agreement shall be entitled to recover its reasonable attorneys' fees and costs in connection with such action or proceeding from the non-prevailing party.

**42. Interpretation.** Each party to this Agreement and its counsel have reviewed and revised this Agreement. The normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or of any amendments or exhibits to this Agreement.

**43. Date of Agreement.** The parties acknowledge that certain obligations of Landlord and Tenant are to be performed within certain specified periods of time which are determined by reference to the date of execution of this Agreement. The parties therefore agree that wherever the term "date of execution of this Agreement," or words of similar import are used herein, they shall mean the date upon which this Agreement has been duly executed by Landlord or Tenant, whichever is the later to so execute this Agreement. The parties further agree to specify the date on which they execute this Agreement beneath their respective signatures in the space provided and warrant and represent to the other that such a date is in fact the date on which each duly executed this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, as a sealed instrument, as of the day and year first above written.

LANDLORD:

TENANT:

{ \_\_\_\_\_ }

Greenskies Clean Energy LLC (or Assigns)

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

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

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

COMMONWEALTH / STATE OF \_\_\_\_\_ )

) ss

COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, the undersigned notary public in and for said Commonwealth/State, personally appeared \_\_\_\_\_ proved to me on the basis of satisfactory evidence of identification, which were \_\_\_\_\_, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he)(she) signed such document voluntarily for its stated purpose (as Landlord).

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

COMMONWEALTH / STATE OF \_\_\_\_\_ )

) ss

COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, the undersigned notary public in and for said Commonwealth/State, personally appeared \_\_\_\_\_ proved to me on the basis of satisfactory evidence of identification, which were \_\_\_\_\_, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he)(she) signed such document voluntarily for its stated purpose (as Landlord).

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

**EXHIBIT A-1**

**LEGAL DESCRIPTION OF THE LANDLORD PROPERTY**





**EXHIBIT A-2**

**LEGAL DESCRIPTION OF THE LEASED PREMISES**

All property within red outline is the approximate leased premises.

Property with the yellow dotted line is the approximate interconnection and access route



**EXHIBIT B**

**TENANT'S SURVEY OF 'THE LEASED PREMISES**

Survey of the leased premises to be commenced upon signing of this Lease Option Agreement and inserted into this Agreement within four (4) months of signing.

EXHIBIT C

CERTIFICATE OF INSURANCE

Client#: 1900993

CLEANFOC

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
2/17/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

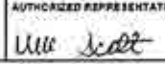
PRODUCER USI Insurance Services, LLC 180 Park Avenue Suites 103 Florham Park, NJ 07932	CONTACT NAME: Kerri Kacperowski PHONE (A/C, H, B, EXT): 800 227-0185 E-MAIL ADDRESS: kerri.kacperowski@usi.com FAX (A/C, EXT): INSURER(S) AFFORDING COVERAGE INSURER A: Colony Insurance Company 39983 INSURER B: Phoenix Insurance Company 25623 INSURER C: AXIS Surplus Insurance Company 26620 INSURER D: Charter Oak Fire Insurance Company 25615 INSURER E: INSURER F:
INSURED Greenskies Clean Energy LLC 180 Johnson St Middletown, CT 06457	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

REF LINE	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	PACES4257907	08/01/2022	08/01/2023	EACH OCCURRENCE \$10,000,000 DAMAGE TO RENTED PREMISES (PER OCCURRENCE) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY N/A GENERAL AGGREGATE \$10,000,000 PRODUCTS - COMP/OP ADD \$10,000,000
D	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> AUTO ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED: <input type="checkbox"/> RETENTION:		810358939192120G	07/20/2022	07/20/2023	COVERED SINGLE LIMIT \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROFESSIONAL PARTNER EXECUTIVE OFFICER NUMBER EXCLUDED? (Mandatory in HI) IF YES, DESCRIBE AND DESCRIBE OPERATIONS BEHA	Y/N N/A	UB4S04884A2126G	07/20/2022	07/20/2023	<input checked="" type="checkbox"/> PER EMPLOYEE <input type="checkbox"/> OTHER \$L EACH ACCIDENT \$1,000,000 \$L DISEASE - EMPLOYEE \$1,000,000 \$L DISEASE - POLICY LIMIT \$1,000,000
C	E&O Pollution	Y	CM005320012022	12/24/2022	12/24/2023	\$3,000,000 \$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 The City of West Haven is included as additional insured under the general liability policy when required by written contract.

CERTIFICATE HOLDER The City of West Haven 355 Main St West Haven, CT 06516	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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## EXHIBIT D

### LANDLORD ACKNOWLEDGEMENT OF COLLATERAL ASSIGNMENT OF LEASE

This Landlord Consent to Collateral Assignment of Lease Agreement (this "Consent") is granted and made by \_\_\_\_\_ ("Landlord") in connection with certain Option Lease dated \_\_\_\_\_, 20\_\_ (the "Lease") by and between Landlord and \_\_\_\_\_ as Tenant.

1. Tenant has entered into a Loan Agreement ("Loan Agreement") with \_\_\_\_\_ ("Lender") for the extension of credit (the "Loan") in regard to a solar electric generating facility referred in said Loan Agreement as the "Solar Facility" and in said Lease and this Consent as the "Solar Garden".
2. Tenant as borrower under the Loan Agreement, has executed a Collateral Assignment in favor of Lender whereby Tenant is giving Lender a pledge, mortgage, and/or collateral assignment of all of its right, title and interest arising under the Lease as tenant of the Leased Premises, and providing Lender such other rights as set forth in such Collateral Assignment.
3. Tenant hereby consents to the Collateral Assignment of the Lease given from Tenant to Lender. Landlord acknowledges that in this connection, Lender shall be entitled to perform any obligation under the Lease in lieu of the performance of such obligation by Tenant, but that Lender shall not be obligated to perform any such obligation.
4. Landlord also acknowledges and agrees that the following statements are true and correct:
  - a. Landlord is the fee owner of the Leased Premises described in the Lease Agreement, and (1) a true and correct copy of the Lease is attached hereto as Exhibit 1; (2) the Lease is in full force and effect; (3) Landlord has not modified, amended or changed the Lease in any material respect; (4) to the best of Landlord's knowledge, the Lease constitutes the entire agreement between Landlord and Tenant with respect to the Leased Premises; and (5) to the actual knowledge of Landlord, (i) there are no existing defaults by Tenant under the Lease, (ii) all amounts due under the Lease from Tenant to Landlord as of the date of this Consent have been paid; and (iii) there are no leases in effect to which the Landlord's use of the Leased Premises shall be subordinate.
  - b. Tenant owns the Solar Garden including without limitation all Site Improvements and Infrastructure (as defined in the Lease) and all related fixtures and personal property. Landlord does not own any personal property that is located on the Leased Premises, and agrees that Landlord shall not pursue any liens or claims whatsoever against said Solar Garden, Site Improvements, Infrastructure, fixtures and personal property.

- c. Except those interests appearing in the records of the county recorder(s) where the Solar Garden is situated, Landlord has not granted any interests in the Leased Premises to any person or entity other than Tenant, and as long as Tenant is not in default of the Lease, Landlord will ensure Tenant's quiet enjoyment of the Leased Premises in accordance with the terms and conditions of the Lease.
5. Landlord also acknowledges and consents:
  - a. To Tenant's execution of a leasehold mortgage or deed of trust encumbering Tenant's leasehold estate under the Lease and the Solar Farm.
  - b. To Lender's access to the Leased Premises as necessary to inspect or protect its Collateral.
  - c. To provide upon request of Lender, as a collateral assignee of rights under the Lease, subsequent signed statements indicating whether or not any defaults exist under the Lease, and addressing such other matters concerning the Leased Premises and the Lease as Lender may reasonable request.
  - d. To the recording by Tenant or Lender of the Collateral Assignment and this Consent of Landlord thereto.
6. Landlord acknowledges that all notices to Tenant under the Lease Agreement shall be sent to:

\_\_\_\_\_  
Attn: [ \_\_\_\_\_ ]

with a copy in each case to:

[Lender Information]

*Signatures on Next Page*

IN WITNESS WHEREOF, Landlord subscribes this Landlord Acknowledgement Of Collateral Assignment as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

LANDLORD:

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

By: \_\_\_\_\_

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

STATE OF \_\_\_\_\_

COUNTY \_\_\_\_\_ to wit:

The foregoing instrument was acknowledged before me in my jurisdiction aforesaid this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by \_\_\_\_\_, who is \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_, for and on behalf of the \_\_\_\_\_.

\_\_\_\_\_  
Notary Public for  
My Commission Expires:

**EXHIBIT E**

**RENT TABLE**

<b>Year</b>	<b>\$/MW/DC</b>	<b>Note</b>
<b>Lease Notice</b>	<b>\$17,500.00</b>	<b>One Time Bonus Payment</b>
<b>Year 1</b>	<b>\$30,320.00</b>	
<b>Year 2</b>	<b>\$30,320.00</b>	
<b>Year 3</b>	<b>\$30,320.00</b>	
<b>Year 4</b>	<b>\$30,320.00</b>	
<b>Year 5</b>	<b>\$30,320.00</b>	
<b>Year 6</b>	<b>\$30,320.00</b>	
<b>Year 7</b>	<b>\$30,320.00</b>	
<b>Year 8</b>	<b>\$30,320.00</b>	
<b>Year 9</b>	<b>\$30,320.00</b>	
<b>Year 10</b>	<b>\$30,320.00</b>	
<b>Year 11</b>	<b>\$30,320.00</b>	
<b>Year 12</b>	<b>\$30,320.00</b>	
<b>Year 13</b>	<b>\$30,320.00</b>	
<b>Year 14</b>	<b>\$30,320.00</b>	
<b>Year 15</b>	<b>\$30,320.00</b>	
<b>Year 16</b>	<b>\$30,320.00</b>	
<b>Year 17</b>	<b>\$30,320.00</b>	
<b>Year 18</b>	<b>\$30,320.00</b>	
<b>Year 19</b>	<b>\$30,320.00</b>	
<b>Year 20</b>	<b>\$30,320.00</b>	
<b>Year 21</b>	<b>17%</b>	<b>Net Revenue</b>
<b>Year 22</b>	<b>17%</b>	<b>Net Revenue</b>
<b>Year 23</b>	<b>17%</b>	<b>Net Revenue</b>
<b>Year 24</b>	<b>17%</b>	<b>Net Revenue</b>
<b>Year 25</b>	<b>17%</b>	<b>Net Revenue</b>
<b>Year 26</b>	<b>17%</b>	<b>Net Revenue</b>
<b>Year 27</b>	<b>17%</b>	<b>Net Revenue</b>
<b>Year 28</b>	<b>17%</b>	<b>Net Revenue</b>
<b>Year 29</b>	<b>17%</b>	<b>Net Revenue</b>
<b>Year 30</b>	<b>17%</b>	<b>Net Revenue</b>
<b>Year 31</b>	<b>17%</b>	<b>Net Revenue</b>
<b>Year 32</b>	<b>17%</b>	<b>Net Revenue</b>
<b>Year 33</b>	<b>17%</b>	<b>Net Revenue</b>
<b>Year 34</b>	<b>17%</b>	<b>Net Revenue</b>
<b>Year 35</b>	<b>17%</b>	<b>Net Revenue</b>

# Rockdale Road Sanitary Sewer

- Installation of Sanitary Sewer Lines at Rockdale Road
- Funded through CDA Grant
- Public Bid #2022-43
  - Bid was issued on 1/5/23 and closed on 1/20/23
  - 4 bids received
  - Bids reviewed by SLR Engineering and a scope review of the apparent low bidder found them to be capable of the work
  - Low bid was reviewed and selected
    - Elm City Materials - \$579,400





**AGREEMENT  
BY AND BETWEEN THE  
CITY OF WEST HAVEN  
AND  
ELM CITY MATERIALS, INC.  
FOR CONSTRUCTION SERVICES**

This Agreement, made this \_\_\_\_ day of \_\_\_\_\_, 2023 by and between the City of West Haven, a municipal corporation organized and existing under the laws of the State of Connecticut, with offices located at City Hall, 355 Main Street, West Haven, Connecticut 06516 (hereinafter referred to as the "City") and Elm City Materials, Inc. a (corporation) organized and existing under the laws of the State of Connecticut, with an office and place of business located at 7 Spring Street, West Haven, CT 06516 (hereinafter referred to as the "Contractor".)

**ARTICLE 1            DESCRIPTION OF WORK**

The Contractor shall provide all labor, materials and equipment necessary or reasonably required to complete the project known as Sanitary Sewers in Rockdale Area (hereinafter referred to as the "Project") in a workmanlike and professional manner in accordance with the Contract Documents (hereinafter referred to as the "Work").

**ARTICLE 2            CONTROL OF WORK**

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The Project shall be administered on behalf of the City by Abdul Quadir, hereinafter referred to as the "Director." The Contractor shall follow any and all instructions, reviews, advice, approvals or directives issued by the Director.

**ARTICLE 3            CONTRACT DOCUMENTS**

The Contract Documents shall consist of this Agreement, the Invitation for Bid, the City's Request for Proposals – including all documents included in the bid package and any addenda thereto – and the Contractor's Bid Response. The Contract Documents are intended to supplement and complement each other and shall, where possible, be thus interpreted. If, however, any provision of a contract document irreconcilably conflicts with a provision of another, the Contractor immediately shall bring the conflict to the Director's attention. The Director will review the purported conflict and issue his determination of the proper interpretation of the Contract Documents, which shall be final and binding upon the Contractor.

The Director also shall make the final determination as to the intent of the Contract Documents should the parties have any disagreements pertaining to same.

**ARTICLE 4            SITE INVESTIGATION**

The Contractor hereby confirms and acknowledges that it has fully examined the location of the Work and the surrounding area (hereinafter referred to as the "Site") and is fully aware of all existing conditions that may, in any way, affect the Work. The Contractor acknowledges and agrees that it shall have no claim for additional compensation arising out of any condition that could have been found during a thorough review of the Site.

**ARTICLE 5 INFORMATION NOT GUARANTEED**

The City has provided the Contractor with information pertaining to the Project and will provide any and all additional information in the City's possession or control that may be necessary for the proper completion of the Work. In addition, upon the Contractor's request, the City will assist the Contractor in obtaining additional information pertaining to the Site and/or the Work. Notwithstanding the foregoing, the Contractor acknowledges that it has made its own inquiry and investigation into the accuracy of any information provided by the City or obtained with the City's assistance and the Contractor agrees that it will make no claim against the City by reason of the Contractor's alleged reliance on any such information.

**ARTICLE 6 COMPLIANCE WITH LAWS, REGULATIONS AND PERMITS**

The Contractor shall observe all Federal, State, and local laws and regulations and shall procure all necessary licenses and permits, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the Work hereunder without any additional compensation. The Contractor also shall be responsible for and shall correct, at its sole cost and expense, any violation thereof resulting from or in connection with the performance or failure to perform the Work.

**ARTICLE 7 PERFORMANCE AND PAYMENT BONDS**

If the work to be performed hereunder involves the construction, alteration or repair of any public building or public work where the compensation due the Contractor will exceed \$100,000, the Contractor shall furnish the City with a Payment Bond guaranteeing payment to all those providing materials or furnishing labor or both to the Project and the Contractor shall furnish the City with a Performance Bond guaranteeing the satisfactory completion of the Project. Both bonds shall list the Contractor as the principal and the City as the obligee and both bonds shall be in a principal amount equal to 100% of the Contract Amount listed in Article 8 and be from a surety that is satisfactory to the City.

If bonds are required pursuant to this Article, the Contractor's obligation to provide acceptable Performance and Payment Bonds will be a condition precedent to the City's execution of this Agreement.

**ARTICLE 8 CONTRACT AMOUNT**

The City will pay to the Contractor for the satisfactory completion of the Project and all of the Contractor's duties, obligations and responsibilities under this Agreement, subject to additions and deductions as herein provided, the total sum of **Five hundred seventy nine thousand and four hundred Dollars (\$579,400.00)**.

## **ARTICLE 9            PROGRESS PAYMENTS**

During the course of the Work, the Contractor shall be entitled to progress payments based upon the value of the Work completed to date as certified by the Director. If the Contractor's bid was for a lump sum price instead of a unit price contract, then the Contractor shall submit with its first application for payment a detailed schedule of values showing a breakdown of the Contract Amount specified in Article 8. The schedule of values will be reviewed by the Director and will be accepted or returned to the Contractor with requested revisions. Once accepted, however, the Contractor's schedule of values shall provide a basis for reviewing the Contractor's applications for payment.

On or before the last day of the month – but no more often than once per month – the Contractor shall submit to the Director an application for payment in a form acceptable to the City. The application for payment will indicate the total value of the work completed to date, which will be determined by either multiplying the contract unit prices by the item quantities completed to date or by using the approved schedule of values. The amount of the requested payment will then be determined by deducting five percent (5%) retainage and the previous amounts certified for payment from the total value of the completed work.

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The Director will review the application for payment within 5 days of receipt. If the Director agrees that the application for payment accurately reflects the value of the work completed to date, then the Director will certify to the City that the requested payment should be issued. If the Director does not agree that the application reflects the actual value of the completed work, then the Director shall make adjustments to the application for payment and certify to the City the amount of the payment that it believes should be issued. The Director shall give the Contractor notice of the amount of the certified payment and, if the Director does not certify the application for payment for the full amount that the Contractor requested, then the notice shall state the reasons why the Contractor's application for payment was adjusted.

The Director may adjust the Contractor's applications for payment in the best interests of the City. The reasons that the Director may adjust the Contractor's application for payment include, but are not limited to, adjustments necessary to reflect the actual value of completed work, adjustments necessary to cover the cost of any defective or incomplete work and/or adjustments necessary to protect the City against any claims or potential claims that may be made against the City arising out of the Project.

Once the application for payment has been certified by the Director, payment shall be made to the Contractor within forty-five (45) days thereafter. No payment made under or in connection with this Agreement shall be construed as an acceptance of defective, faulty or improper work or materials nor shall it release the Contractor from any of its obligations under this Agreement: nor shall entrance and use by the City constitute acceptance of the Work or any part thereof.

The Contractor shall make payment to all of its subcontractors for whose work it has received payment from the City within thirty (30) days of its receipt of payment from the City. The Contractor also shall include in all of its subcontracts a provision requiring its subcontractors to pay their sub-subcontractors within thirty (30) days of their receipt of payment from the Contractor.

#### **ARTICLE 10 FINAL PAYMENT**

Final payment, not including the release of retainage, by the City to the Contractor shall become due and payable when: (1) the Work has been fully (100%) completed and accepted by the City; (2) the Contractor provides the City with evidence satisfactory to the City that there are no claims, obligations or liens outstanding or unsatisfied for labor, services, materials, equipment, taxes or other items performed, furnished, or incurred for or in connection with the Work; (3) the Contractor executes and delivers a general release running to and in favor of the City; (4) the Contractor provides all required manufacturers' certifications that all products and materials have been properly installed and/or incorporated into the Project and issuance of all applicable manufacturers' warranties for same; and (5) the Contractor provides all required Certified Payrolls acceptable to the State of Connecticut Department of Labor.

The Contractor shall indemnify, defend and hold harmless the City from any and all claims, if any, arising out of the Project that are brought against the City after final payment is made.

Final payment shall not be considered a waiver of any and all claims arising out of the Project that the City has, had or ever may have against the Contractor.

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#### **ARTICLE 11 RELEASE OF RETAINAGE**

Retainage will be held for a period of twelve (12) months following the completion of the Work. If, at any time during the twelve (12) month period following the completion of the Work, the Contractor fails to make any repairs pursuant to Article 25, the City may cause the repairs to be made and pay the expense of any such repairs out of the sum retained. Upon expiration of the twelve (12) month period, provided that the Work shall be in good order, the Contractor shall be entitled to the release of the retainage less monies expended for repairs, if any, as specified herein.

#### **ARTICLE 12 TIME FOR COMPLETION**

Within ten (10) calendar days after its receipt of a Notice to Proceed from the City, the Contractor shall commence the Work and shall diligently and continuously prosecute the Work until completion. The Contractor shall complete the Work by no later than 240 calendar days after the issuance of the Notice to Proceed.

Upon receipt of the Notice to Proceed, the Contractor shall submit a schedule indicating the timely completion of the Work. The schedule shall provide information pertaining to the times and sequence of operations required for the Work. The Contractor shall continuously

monitor the project schedule and shall submit periodic updates indicating the actually time that was required for individual operations – if different from the time originally scheduled – and indicating any adjustments to the schedule for the remaining Work necessary to complete the Work by the Project’s completion date.

If the prosecution of the Work is delayed, obstructed, hindered or interfered with by any cause including but not limited to any act, omission, neglect, negligence or default of the City or anyone employed by City or by any extraordinary conditions arising out of war or government regulations, or by any other cause beyond the control of and not due to any fault, neglect, act or omission of the Contractor, its officers, agents, employees, subcontractors or suppliers, the Contractor shall be entitled to an extension of time for a period equivalent to the time lost by reason of any and all of the aforesaid causes. Notwithstanding the foregoing, the Contractor shall not be entitled to any such extension of time unless the Contractor (1) notifies the City, in writing, of the cause or causes of such delay, obstruction, hindrance or interference within seven (7) days of the commencement thereof and (2) demonstrates that it could not have anticipated or avoided such delay, obstruction, hindrance or interference and has used all available means to minimize the consequences thereof. The Contractor acknowledges that the seven (7) day written notice requirement is a condition precedent to the Contractor's right to a time extension and the Contractor expressly waives all claims for a time extension if the aforesaid notice is not given.

**ARTICLE 13 LIQUIDATED DAMAGES**

Time is of the essence. The Contractor hereby acknowledges and agrees that timely completion of the Project is necessary if the City is to avoid damages, additional costs and inconveniences that would be impossible or extremely difficult to accurately quantify. In light of the foregoing, if the Contractor fails to complete the Work within the time specified in Article 12, then the sum of Five hundred Dollars (\$500.00) per calendar day shall be deducted from any monies due or that otherwise may become due the Contractor.

This sum shall not be imposed as a penalty but as liquidated damages due the City because of the damages, inconveniences and additional costs resulting from the Contractor’s delay in completing the Work.

**ARTICLE 14 NO DAMAGES FOR DELAY**

The Contractor agrees that it shall not be entitled to any cost reimbursement, compensation or damages of any kind for any delay, obstruction, suspension, hindrance or interference to the Work and that the only contract adjustment to which it may be entitled for any such delay, obstruction, suspension, hindrance or interference to the Work shall be a time extension, if authorized by the City, pursuant to Article 12.

**ARTICLE 15 SHOP DRAWINGS (IF APPLICABLE)**

The Contractor shall prepare and submit to the Director such shop drawings as may be necessary to describe completely the details and construction of the Work. Approval of such shop drawings by the Director shall not relieve the Contractor of its obligation to perform the Work in strict accordance with the Contract Documents.

The Contractor's submission of a shop drawing to the Director shall constitute the Contractor's representation that the Contractor has reviewed the submission for accuracy and compliance with all Contract Documents and that all required engineering has been performed by a qualified and licensed engineer. Furthermore, the review of the Shop Drawings by the Director shall not constitute an undertaking by the Director to identify deficiencies in the submission, which is the Contractor's sole responsibility.

**ARTICLE 16            INSPECTION AND DEFECTIVE WORK**

The Contractor shall at all times provide sufficient, safe and proper facilities for the inspection of the Work by the Director and its authorized representatives. The Contractor shall, within twenty-four (24) hours after receiving written notice of defective work, proceed to take down all portions of the Work and remove from the premises all materials that the Director shall condemn as unsound, defective or improper or as in any way failing to conform to the Contract Documents, and the Contractor, at its own cost and expense, shall replace the same with proper and satisfactory work and materials and make good all work damaged or destroyed by or as a result of such unsound, defective, improper or nonconforming work or materials or by the taking down, removal or replacement thereof.

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**ARTICLE 17            DAMAGE TO THE WORK**

The Contractor shall remain fully liable for the Site and the Work until the Project is accepted by the City. The City shall not be responsible for any damage to the Work prior to final acceptance. In addition, the City shall not be responsible for any loss or damage to materials, tools, equipment, appliances or other personal property owned, rented or used by the Contractor in the performance of the Work.

The Contractor is responsible for protecting the Work from damage that may be caused by weather, Site conditions, traffic, or by other contractors. Protection includes, but is not limited to, barricades and signage, coverage or insulation to protect from rain, dust, wind, snow and freezing temperatures and any other protection customarily required and provided, e.g. roofs under construction must be made watertight so that building interiors are properly protected. The Contractor also is responsible to protect areas adjacent to the Work from damage that could be caused by its operations.

**ARTICLE 18            CHANGES TO THE WORK**

The City reserves the right – without invalidating this Agreement – to make changes to the Work that may involve additions, deletions and/or modifications to the Contract Documents. Upon receipt of a proposed addition, deletion and/or modification to the Contract Documents, the Contractor shall notify the City of its proposed increase or deduction in the Contract Amount requested as a result thereof. If the City accepts the Contractor's proposal, the Director shall

issue a written change order incorporating the proposed addition, deletion and/or modification into the Contract Documents.

If the City and the Contractor are unable to agree upon the value of the work to be changed, added or omitted, the Contractor shall proceed with the work promptly under a written order of the City from which order the stated value of the work shall be omitted, and the determination of the value of the work shall be determined by the Director. The Director's decision pertaining to the value of the work shall be final and binding upon the parties hereto.

In the case of omitted work, the City shall have the right to withhold from payments due or to become due to the Contractor an amount which, in the City's opinion, is equal to the value of such work.

All changes, additions or omissions in the Work ordered in writing by the City shall be deemed to be a part of the Work hereunder and shall be performed and furnished in strict accordance with all of the terms and provisions of this Agreement and the other Contract Documents. The obligations of Contractor shall not be reduced, waived or adversely affected by the issuance of such change orders.

## **ARTICLE 19 SAFETY**

The Contractor agrees that the prevention of accidents to workmen and property engaged upon or in the vicinity of the Site is its responsibility. The Contractor agrees to comply with all Federal, State, Municipal and local laws, ordinances, rules, regulations, codes, standards, ~~orders, notices and requirements concerning safety as shall be applicable to the Work,~~ including, among others, the Federal Occupational Safety and Health Act of 1970, as amended, and all standards, rules, regulations and orders which have been or shall be adopted or issued thereunder, and with the safety standards established during the progress of the Work.

When so ordered, the Contractor shall stop any part of the Work that the Director deems unsafe until corrective measures satisfactory to Director have been taken, and the Contractor agrees that it shall not have any claim for damages growing out of such stoppages. Should the Contractor neglect to take such corrective measures, the City may take corrective measures but is not required to do. The cost of any such safety measures implemented by the City will be deducted from monies otherwise due the Contractor. The Contractor's failure to stop unsafe practices shall in no way relieve the Contractor of its responsibility for safety regardless of whether the City takes any action. The Contractor will indemnify, defend and hold harmless the City from any and all claims, liabilities and damages arising from the Contractor's unsafe practices.

## **ARTICLE 20 DISPUTE RESOLUTION**

If the Contractor encounters a situation for which it believes it is due additional compensation, the Contractor shall submit notice of its claim, in writing, to the City within thirty (30) days following the occurrence of an event giving rise to the claim or within thirty (30) days after the Contractor first acquires knowledge or information concerning the claim, whichever occurs later

to the extent that such knowledge or information could not have been reasonably obtained earlier. The written notice of claim shall describe the nature of the claim, the events or circumstances that gave rise to the claim with reasonable detail, and the amount thereof to the best of the Contractor's information.

The Claim shall be submitted to the Director for an initial decision. The Director's decision shall not be final and binding upon the parties but shall serve as the basis for discussion if the parties do not agree with the Director's initial decision.

The parties recognize that claims are a part of the construction process and that disagreements may arise. The parties further recognize that it is preferable for them to reach an amicable resolution of same without the need to resort to formal dispute resolution procedures. In light of the foregoing, the City and the Contractor hereby agree that if they disagree with the Director's initial decision regarding a claim, then they will participate in good faith negotiations in an attempt to reach an agreement.

In the event that such disputes are not resolved by good faith negotiations, the matter may be submitted to non-binding mediation before a third party neutral if both parties agree to same and are willing to share the costs. Any disputes that are not resolved by negotiation and/or mediation shall be resolved in the Connecticut Superior Court for the Judicial District of New Haven at New Haven.

## **ARTICLE 21            TERMINATION OR SUSPENSION**

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The City may at any time and for any reason terminate this Contract for convenience by written notice specifying the termination date, which shall be not less than seven (7) days from the date such notice is given. In the event of such termination, services shall be paid for in such amount as shall compensate the Contractor for the portion of the services satisfactorily performed prior to termination but such compensation shall not include unabsorbed home office overhead or lost profits. Such amount shall be fixed by the City after consultation with the Contractor.

In the event the City determines that there has been a material breach by the Contractor of any of the terms of the Contract Documents; the Contractor refuses or has failed to perform the Work or any part thereof in a timely, professional and diligent manner as will ensure its completion in accordance with the requirements hereof; the City determines that the Work hereunder is not being performed according to the Contract Documents; the Contractor at any time refuses or neglects to supply a sufficient number of skilled workers or materials of the proper quality and quantity; the Contractor fails in any respect to prosecute the Work with promptness and diligence; the Contractor causes by any act or omission the stoppage, delay, or damage to the Work of any other contractors or subcontractors on the Project; the Contractor fails in the performance of any of the terms and provisions of the Contract Documents; there is filed by or against the Contractor a petition in bankruptcy or for an arrangement or reorganization; or the Contractor becomes insolvent or is adjudicated bankrupt or goes into liquidation or dissolution, either voluntarily or involuntarily or under a court order, or makes a general assignment for the benefit of creditors, or otherwise acknowledges insolvency, the City has the right, power and authority to terminate this Contract for cause upon providing the Contractor three (3) days



written notice. Said notice is provided for the purposes of allowing the Contractor the opportunity to wind down its operations and is not intended to provide the Contractor with the opportunity to cure.

In the event of a termination for cause, the City may proceed with the Project in such manner and by such process as it determines to be in the best interest of the Project and the Contractor shall be obligated to pay the City the cost of completing the Work to the satisfaction of the City and of performing and furnishing all labor, services, materials, equipment, and other items required therefor, but also for all losses, damages, costs and expenses, (including legal fees and disbursements incurred in connection with the re-procurement, in defending claims arising from such default and in seeking recovery of all such costs and expenses from the Contractor and/or its surety), and disbursements sustained, incurred or suffered by reason of or resulting from the Contractor's default. Upon a termination for cause, the City will have no further obligation to issue payments to the Contractor until the Work is complete.

If the costs and expenses and other charges associated with completing the work exceed the amount otherwise due the Contractor, then such excess amounts shall be charged to and promptly paid by the Contractor to the City. In computing the amounts chargeable to the Contractor, the City shall not be held to a basis of the lowest prices for which the completion of the Project or any part thereof might have been accomplished but the Contractor shall be liable for all sums actually paid or expenses actually incurred in affecting the prompt completion of the Project.

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If the Contract is terminated for cause and that termination ultimately is determined to have been wrongful, then the termination will be considered to have been a termination for convenience and the Contractor shall be compensated for its work-in accordance with the first paragraph of this Article. The Contractor will not be entitled to any other compensation or damages – other than that specified in the event of a termination for convenience – as a result of the termination initially having been deemed a termination for cause.

The City also shall have the right to suspend the Contractor's performance under this Contract at any time and for any reason that the City deems in its best interest. Should the City reactivate the performance of the Project, in whole or in part, within one (1) year from the time of suspension, any fees paid to the Contractor pursuant to this Agreement shall be applied as payment on the fees as set forth in the Agreement at the time of reactivation, and payment for all remaining work shall be made in accordance with this Contract Documents without adjustment. Should reactivation occur after a period of suspension exceeding one (1) year but not sooner, the Contractor and the City may renegotiate the Contract Amount based upon current conditions or the Contractor or the City may unilaterally elect to terminate this Agreement.

Termination or suspension under this section shall not give rise to any claim against the City for damages or compensation in addition to that provided herein.

## **ARTICLE 22            INDEMNIFICATION**

The Contractor expressly agrees to at all times indemnify, defend and hold harmless the City and its officers, agents and employees, on account of any and all demands; claims; damages; losses; litigation; financial costs and expenses, including counsel's fees; and compensation arising out of personal injuries (including death), any damage to property, real or personal, and any other loss or expense, directly or indirectly, arising out of, related to or connected with the Project and the Work to be performed hereunder by the Contractor, its employees, agents, subcontractors, material suppliers, or anyone directly or indirectly employed by any of them. The Contractor shall and does hereby assume and agree to pay for the defense of all such claims, demands, suits, proceedings and litigation. The provisions of this paragraph shall survive the expiration or early termination of this Agreement; shall be separate and independent of any other provision or requirement of this Agreement; and shall not be limited by reason of any insurance coverage provided hereunder.

The City may withhold from any payment due or to become due to the Contractor an amount sufficient in its judgment to protect and indemnify the City, its officers, agents, servants and employees from and against any and all such claims and liabilities described above.

Nothing in this provision, or elsewhere in this Agreement, shall be deemed to relieve the Contractor of its duty to defend the City, as specified in this Agreement, pending a determination of the respective liabilities of the Contractor and the City, by legal proceeding or agreement.

In furtherance to but not in limitation of the indemnity provisions in this Agreement, the Contractor hereby expressly and specifically agrees that its obligation to indemnify, defend and save harmless as provided in this Agreement shall not in any way be affected or diminished by any statutory or constitutional immunity it enjoys from suits by its own employees or from limitations of liability or recovery under workers' compensation laws.

## **ARTICLE 23           INSURANCE**

The Contractor shall provide and maintain insurance coverage related to its services in connection with the Project in compliance with the following requirements.

Workers' Compensation insurance: With respect to all operations the Contractor performs, it shall carry workers' compensation insurance in accordance with the requirements of the laws of the State of Connecticut, and employer's liability limits of One Hundred Thousand Dollars (\$100,000.00) coverage for each accident, One Hundred Thousand Dollars (\$100,000.00) coverage for each employee by disease and Five Hundred Thousand (\$500,000.00) policy limit coverage for disease.

Commercial General Liability: With respect to all operations the Contractor performs, it shall carry Commercial General Liability insurance providing for a total limit of One Million Dollars (\$1,000,000.00) coverage per occurrence for all damages arising out of bodily injury, personal injury, property damage, products/completed operations, and contractual liability coverage for the indemnification obligations arising under this contract. Each annual aggregate limit shall not be less than Two Million Dollars (\$2,000,000.00).

Automobile Liability: With respect to each owned, non-owned, or hired vehicles the Contractor shall carry Automobile Liability insurance providing One Million Dollars (\$1,000,000.00) coverage per accident for bodily injury and property damage. If the contractor is a Hazardous Waste Hauler (trucker) or responsible for the removal of hazardous materials, then Automobile Liability in the amount of \$5,000,000.00 combined single limit is required.

Environmental Liability: If applicable based on the Contractor's Work, the Contractor is required to provide environmental and remediation insurance in the amount of \$10,000,000.00 per claim limit and \$10,000,000.00 aggregate limit.

Railroad's Protective Public Liability and Property Damage Liability Insurance: If the Project involves work on, over or under the right of way of any railroad company, the Contractor shall carry, with respect to the operations it performs and also those performed for it by subcontractors for and in behalf of the railroad company, regular Protective Public Liability insurance providing for a limit of not less than One Million Five Hundred Thousand Dollars (\$1,500,000.00) for all damages arising out of bodily injury to or death of one person, and subject to that limit for each person, a total limit of Two Million Dollars (\$2,000,000.00) for all damages arising out of bodily injury to or death of two or more persons in any one accident or occurrence.

Umbrella Excess Liability: If the contract amount is in excess of \$100,000, then umbrella excess liability insurance in the amount of \$5,000,000 each occurrence also is required.

If any of the required liability insurance is on a "claims made" basis, "tail" coverage will be required at the completion of the Project for a duration of twenty-four (24) months, or the maximum time period reasonably available in the marketplace. The Contractor shall furnish certification of "tail" coverage as described or continuous "claims made" liability coverage for twenty-four (24) months following Project completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage provided its retroactive date is on or before the effective date of this contract. If continuous "claims made" coverage is used, the Contractor shall be required to keep the coverage in effect for a duration of not less than twenty-four (24) months from the date of final completion of the Project.

The Contractor shall require that all subcontractors provide the same "minimum scope and limits of insurance" as required herein. All Certificates of Insurance shall be provided to the City.

Any aggregate limits must be declared to and be approved by the City. It is agreed that the Contractor shall notify the City whenever fifty percent (50%) of the aggregate limits are eroded during the required coverage period. If the aggregate limit is eroded for the full limit, the Contractor agrees to reinstate or purchase additional limits to meet the minimum limit requirements stated herein. Any premium for such shall be paid by the Contractor.

Any deductible or self-insured retentions must be declared to and approved by the City. All deductibles or self-insured retentions are the sole responsibility of the Contractor to pay and/or to indemnify.

Each insurance policy required shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

Unless requested otherwise by the City, the Contractor and its insurer shall waive governmental immunity as defense and shall not use the defense of governmental immunity in the adjustment of claims or in the defense of any suit brought against the City.

The liability insurance coverage, except Workers' Compensation required for the performance of this Agreement, shall include the City as an Additional Insured but only with respect to the Contractor's activities to be performed under this Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

As evidence of the insurance coverage required by this Agreement, the Contractor shall furnish Certificate(s) of Insurance to the City prior to the Contractor's commencement of services under this contract. The Certificate(s) will specify all parties who are endorsed on the policy as Additional Insureds (or Loss Payees). The Certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. Renewals of expiring Certificates shall be filed thirty (30) days prior to expiration. The City reserves the right to require complete, certified copies of all required policies at any time.

#### **ARTICLE 24            SUBCONTRACTING/ASSIGNMENT**

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The Contractor shall not subcontract any portion of the Work to be performed hereunder without the prior written consent of the Director. The Director's approval shall be necessary as to both the work to be subcontracted and the subcontractor to perform the same.

The Contractor shall not assign, sell, transfer, delegate or encumber any rights, duties or obligations arising under this Agreement including, but not limited to, any right to receive payments hereunder, without the prior written consent of the City in its sole discretion. The giving of any such consent to a particular assignment shall not dispense with the necessity of such consent to any further or other assignments. In the event Contractor assigns, sells, encumbers or otherwise transfers its rights to any monies due or to become due under this Agreement as security for any loan, financing or other indebtedness (hereinafter the "Assignment"), notification to the City of such Assignment must be sent by certified mail, return receipt requested, and the Assignment shall not be effective as against the City until the City provides its written consent to such Assignment. The Contractor agrees that any such Assignment shall not relieve the Contractor of any of its duties, responsibilities or obligations under this Agreement and the other Contract Documents and shall not create a contractual relationship or a third party beneficiary relationship of any kind between the City and the assignee or transferee.

The Contractor further agrees that all of the City's defenses and claims arising out of this Agreement with respect to any Assignment are reserved unless expressly waived in writing by a duly authorized representative. The Contractor hereby agrees to indemnify, defend and hold

harmless the City from and against any and all loss, cost, expense or damages that the City has or may sustain or incur in connection with the Assignment.

## **ARTICLE 25            WARRANTIES**

The Contractor shall expeditiously remove, replace and/or repair at its own expense and at the convenience of the City any faulty, defective or improper Work, materials or equipment existing or discovered within one (1) year from the date of the acceptance of the Project as a whole by the City.

Without limiting the generality of the foregoing, the Contractor warrants to the City that all materials and equipment furnished under this Agreement will be of first class quality and new, unless otherwise required or permitted by the Contract Documents, that the Work performed pursuant to this Agreement will be free from defects and that the Work will strictly conform with the requirements of the Contract Documents. Work not conforming to such requirements, including substitutions not properly approved and authorized, shall be considered defective. All warranties contained in this Agreement and in the Contract Documents shall be in addition to and not in limitation of all other warranties or remedies required and/or arising pursuant to applicable law. Failure of Contractor to honor and satisfy the foregoing and any other warranties or guarantees required of the Contractor under the Contract Documents, shall constitute a default by Contractor.

## **ARTICLE 26            WAGE RATES**

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Pursuant to Connecticut General Statutes, Section 31-53, the following provision shall be incorporated into this Agreement and each subcontract hereunder for work relating to the construction of a public works project where the total cost of all work to be performed in connection with such project is Four Hundred Thousand Dollars (\$400,000.00) or more, and each contract for work relating to the remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public works project where the total cost of all work to be performed in connection with such project is One Hundred Thousand Dollars (\$100,000.00) or more:

The wages paid on an hourly basis to any mechanic, laborer or workman employed upon the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such employee to any employee welfare fund described in Section 31-53(h) of the Connecticut General Statutes, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the City of West Haven. Any contractor who is not obligated by agreement to make a payment or contribution on behalf of such employees to any such employee welfare fund shall pay to each employee as part of his wages the amount of payment or contribution for his classification on each pay day.

## **ARTICLE 27            LOCAL WORKER PREFERENCE**

In the employment of mechanics, laborers and workmen for the Work on the Project, the Contractor and all lower-tiered subcontractors shall give employment preference to citizens of West Haven. The Contractor and all lower-tiered subcontractors shall submit such relevant documents and other information as may be requested by the City to determine compliance with this article. In order to monitor compliance with the section, the City may request such relevant documents and documentation from the Contractor or from subcontractors at any time during the term of the Contract. The Contractor shall comply with or arrange for compliance with all such requests promptly.

Prior to the commencement of performance of the Work on the Project, the Contractor and all lower-tiered subcontractors shall forward a written statement indicating the name, address and occupational title of each mechanic, laborer and workman scheduled to perform work on the Project. Amended statements shall be filed before any new mechanic, laborer and workman commences work under the Contract.

If, after review, the City determines that the Contractor or any lower-tiered subcontractor has failed to comply with this Article, in addition to any other remedy available to it, the City may require corrective action to be taken by the Contractor or it may terminate the Contract.

#### **ARTICLE 28            NO DISCRIMINATION**

The Contractor and all lower-tiered subcontractors agree and warrant that in the performance of the Work that they shall not discriminate or permit discrimination in employment against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, sex or on the basis of physical or mental disability, including but not limited to blindness, unless it is shown by the Contractor or subcontractor that such disability prevents performance under the Contract. The Contractor and all sub-tier contractors also agree that for purposes of monitoring compliance with the provisions of this section they shall provide the City with such information as may be requested concerning their employment practices and procedures. For purposes hereof, discrimination in employment shall include but not be limited to employment advertising, recruitment, layoff, termination, rates of pay or other forms of compensation, conditions or privileges of employment.

The Contractor and all lower-tiered subcontractors shall post notices in conspicuous places on the project site describing the provisions of this Article. Nothing contained herein is intended or shall be construed to relieve the Contractor or any lower-tiered subcontractor from compliance with applicable federal or state law concerning equal employment opportunity, affirmative action or nondiscrimination.

If, after review, the City determines that the Contractor or any lower-tiered subcontractor has failed to comply with this Article, in addition to any other remedy available to it, the City may require corrective action to be taken by the Contractor or it may terminate the Contract.

#### **ARTICLE 29            APPRENTICE PROGRAMS**

If the Work requires utilizing trades or occupations for which state-certified apprenticeship programs exist, the Contractor shall be affiliated with such programs and the Contractor shall require lower-tiered subcontractors to be affiliated with same. The Contractor or any lower-tiered subcontractor may be relieved from compliance with this Article if provisions of its existing labor agreements prevent compliance with the requirements hereof. In that event, prior to the commencement of performance, the

Contractor or subcontractor shall submit their reasons for such action in writing, along with supporting documents, to the City.

In order to monitor compliance with this Article, the City may request such relevant documents and documentation from the Contractor or any lower-tiered subcontractor at any time during the term of the Contract. The Contractor shall comply with any or arrange for compliance with all such requests promptly.

An apprentice is defined as a person employed under a written agreement enrolled in a registered program by the State of Connecticut to work at and to learn a specific trade as defined in Connecticut State General Statutes Section 31-51(a).

If, after review, the City determines that the Contractor or any lower-tiered subcontractor has failed to comply with this Article, in addition to any other remedy available to it, the City may require corrective action to be taken by the Contractor or it may terminate the Contract.

### **ARTICLE 30            SERVERABILITY**

In the event that any provision of any part of a provision of this Agreement shall be determined to be superseded, invalid, illegal or otherwise unenforceable pursuant to applicable law by an authority having jurisdiction, such determination shall not impair or otherwise affect the validity, legality, or enforceability of the remaining provisions or parts of provisions of this Agreement, which shall remain in full force and effect as if the unenforceable provision or part were deleted.

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### **ARTICLE 31            ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties hereto. No oral representations or other agreements have been made by the City except as stated in the Agreement. This Agreement may not be changed in any way except as herein provided, and no term or provision hereof may be waived by the City except in writing signed by its duly authorized officer or agent.

### **ARTICLE 32            NOTICES**

All notices of any nature referred to in this Agreement shall be in writing and sent by registered or certified mail, postage prepaid, to the respective addresses set forth above or to such other addresses as the respective parties hereto may designate in writing.

### **ARTICLE 33            PROVISIONS REQUIRED BY LAW**

Each and every provision and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though such provisions and clauses were included herein. If, through mistake or otherwise, any such provision is not inserted or is not correctly inserted, then upon the written consent of the parties, this Agreement shall forthwith be physically amended to make such insertion.

**ARTICLE 34            CORPORATE RESOLUTION**

The Contractor represents to the City as follows:

That the Contractor is a legally existing business entity under the laws of its respective states of recording and has not previously filed, nor is presently contemplating filing, nor has received notice of a petition of, nor contemplates receiving notice of a petition of, bankruptcy, liquidation, receivership or any other action for the protection of creditors or debtors;

That the Contractor has the financial resources to complete the Project;

That the Contractor has, and has exercised, the required power and authority and has complied with all applicable legal requirements necessary to adopt, execute and deliver this Agreement and to assume the responsibilities and obligations created hereunder; and

That this Agreement is duly executed and delivered by an authorized individual, in accordance with such individual's powers to bind the organization hereunder, and constitutes a valid and binding obligation enforceable in accordance with its terms, conditions and provisions.

**IN WITNESS WHEREOF**, the City and the Contractor have duly executed this agreement on the day and year first above written.

Signed, Sealed and Delivered  
in the Presence of:

**CITY OF WEST HAVEN**

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

By: \_\_\_\_\_  
Nancy R. Rossi  
Its Mayor  
Duly Authorized

\_\_\_\_\_

\_\_\_\_\_



\_\_\_\_\_

By: \_\_\_\_\_

Its  
Duly Authorized

(Affix corporate seal of Contractor if a  
corporation)

APPROVED AS TO AVAILABILITY OF FUNDS:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Comptroller

APPROVED AS TO FORM:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Corporation Counsel

Rev. 8/42008

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CITY OF WEST HAVEN OPEN ISSUES  
As of February 23, 2023

List #	ISSUE	REQUIRED RESPONSE	STATUS
1	Brewery Development Agreement	Copy of agreement: lease, assessment cap, pilot, other commitments	Pending
2	Firefighter Hazard Pay Stipend	Status of City revisiting amount	City status response in 10/6 MARB meeting package: "City administration and City Council believe that this is fair compensation for the unprecedented hazards encountered by the Fire Service."
3	Firefighter Hazard Pay Stipend	Status of revision to MOU with union	City response in 10/6 MARB meeting package addressed MOU related to Partnership transition. No change to MOU regarding hazard pay stipend.
4	Firefighter Hazard Pay Stipend	Analysis of whether stipend creates liability when negotiating with other bargaining units	City response in 10/6 MARB meeting package: "City contends that the hazards encountered by Guarians during the initial stages of the pandemic are unique..."
5	5-Year Plan - Debt Service details	Timing and amounts of assumed issuances; assumed interest rates, etc.	To be presented with FY 24 Budget
6	5-Year Plan - Combined Mill Rates	Plan should include mill rates for each Fire District	To be presented with FY 24 Budget
7	5-Year Plan - Mitigation Measures	Detailed plans/opportunities to enhance revenues or reduce expenditures	Currently reviewing a number of projects to both reduce expenses and increase revenue. Will be ready to present at April sub-committee
8	Consolidation of pension investment management services and pension investment advisor services	Detailed tasks and timeline for reviewing options and proceeding with consolidating services. Incorporate fire districts.	Update to be provided by Scott Jackson
9	FY 2021 Audit	PKF O'Connors Davies to present	<b>CLOSED</b> - effective the issuance date once presented
10	Budgeted and vacant positions	Provide report comparing numbers of positions budgeted (funded) in FY 23 vs. Positions filled and positions vacant	Updated list was previously supplied, and most current list supplied by WH Personnel office for this meeting including DPW numbers
11	Fuel and Energy contracts	Summary of contracts including: current rates indicating floating v fixe term. Include bus fuel, indicating whether company or district carries price risk	Electricity contract signed in December 2022, Gasoline/diesel fuel will be sent out to bidPending. Partial information distributed 11/3/22. Follow-up request from T. Hamilton at 12/1/22 meeting (provide as matrix)
12	City Budget support of independent Fire Districts	Provide total amount of City funding in annual budget that supports independent fire districts	<b>CLOSED</b> - There is no direct funding for the independent fire districts in the City budget.
13	Volunteer Firefighters	Provide number of volunteers for each district and any compensation provided. (stipend; property tax exemption, etc)	Information previously sent, Chief Terenzio available for refresher - <b>OPM to follow up</b>
14	NFPA 1710	Question - Do neighboring or nearby fire departments, staff to meet NFPA 1710 standard?	Information previously sent, Chief Terenzio available for refresher - <b>OPM to Follow UP</b>
15	Sales Agreement - Blake Building	Copy of written agreement. Valuation/appraisal.	Updated materials provided on 2-16-23 MARB full board meeting. Follow up discussion 3-2-23
16	E-rate Program	Federal Communication Commission - School and Libraries USF (Universal Service Funding) Program	See attached fundng report last year and funding application this year
17	Beach Street Improvement Contract - Amendment #3 -	Full MARB 1-12-23 removed from Agenda, Incomplete	<b>CLOSED</b> - Materical provided at 2-16-23 MARB full meeting - approved



# West Haven Public Schools

## 2021 FUNDING REPORT

Contact: **Amy Krom**  
 Phone: **203.445.9577**  
 Fax: **203.445.0456**  
 E-Mail: **akrom@erateportal.com**

Service Provider	SPIN	Service	Description	Form 471	FRN	Status	Category	Monthly Amt Req	Total One-time Req	Total Orig Amount	Disc %	Committed Amt Req	Actual Amt Committed	Disbursed
Dept of Admin Services, CT	143049066	Internet Access: ISP Service Only	4 Gbps Internet Access	211015272	2199019742	FUNDED	Data Transmission and/or Internet Access	\$2,646.00	\$0.00	\$31,752.00	90	\$28,576.80	\$28,576.80	\$28,576.80
Comcast Business Communications	143003990	Internet Access & Transport Bundled	(2) 100mb down X 20mb Up High Speed Broadband Connection @ Field House Ice Rink	211015272	2199019666	FUNDED	Data Transmission and/or Internet Access	\$350.00	\$0.00	\$4,200.00	90	\$3,780.00	\$3,780.00	\$2,159.52
Comcast Business Communications	143003990	Wide Area Network - Transport Only	Wide Area Network	211015272	2199019679	FUNDED	Data Transmission and/or Internet Access	\$4,250.00	\$0.00	\$51,000.00	90	\$45,900.00	\$45,900.00	\$0.00
TBNG, Inc.	143045326	Switches	(5) Ruckus Switch	211015238	2199019613	FUNDED	Internal Connections	\$0.00	\$24,086.87	\$24,086.87	85	\$20,473.84	\$20,473.84	\$20,473.84
TBNG, Inc.	143045326	UPS/Battery Backup	(5) Cyber Power UPS's	211015238	2199019626	FUNDED	Internal Connections	\$0.00	\$8,381.60	\$8,381.60	85	\$7,124.36	\$7,124.36	\$3,327.45
TBNG, Inc.	143045326	Internal Connections	WLAN, WAP's License, Install, Config	211015238	2199019632	FUNDED	Internal Connections	\$0.00	\$551,959.37	\$551,959.37	85	\$469,165.46	\$466,778.83	\$466,778.83
<b>Totals:</b>								<b>\$7,246.00</b>	<b>\$584,427.84</b>	<b>\$671,379.84</b>		<b>\$575,020.46</b>	<b>\$572,633.83</b>	<b>\$521,316.44</b>

School District Name: West Haven Public Schools  
 Entity Number: 122536  
 District Designation: Urban

Total Number of Students: 5877  
 Total Number of NSLP Eligible Students: 5877  
 NSLP Eligible Percent: 100%  
 District Category One Discount: 90%  
 District Category Two Discount: 85%

Please enter either "CEP Percentage" -OR- "NSLP Eligible".

SCHOOL/LOCATION	Entity #	SITE TYPE	Address	City	State	Zip	ENROLLMENT	CEP PERCENTAGE	NSLP ELIGIBLE
Anna V_ Molloy Elementary School	6001	Urban	255 Meloy Road	West Haven	CT	06516	0	0	0
Blake Admin Building	16033215	Urban	25 Ogden Street	West Haven	CT	06516	0	0	0
Clarence E Thompson Elementary School	6002	Urban	165 Richards Street	West Haven	CT	06516	0	0	0
Edith E_ MacKille School	6007	Urban	806 Jones Hill Road	West Haven	CT	06516	296	100	0
Edward L Bennett Rink	17005134	Urban	1 McDonough Plaza	West Haven	CT	06516	0	0	0
Forest Elementary School	5996	Urban	95 Burwell Road	West Haven	CT	06516	403	100	0
Harry M. Bailey Middle School	6009	Urban	106 Morgan Lane	West Haven	CT	06516	860	100	0
May V. Carrigan Middle School	5998	Urban	2 Tetlow Street	West Haven	CT	06516	883	100	0
Pagels Elementary School	6011	Urban	26 Benham Hill Road	West Haven	CT	06516	369	100	0
Savin Rock Community School	6008	Urban	50 Park Street	West Haven	CT	06516	475	100	0
Seth G. Haley Elementary School	6013	Urban	143 South Street	West Haven	CT	06516	378	100	0
Stile Alternative Learning Center	6004	Urban	575 Main Street	West Haven	CT	06516	0	0	0
Washington School	6006	Urban	369 Washington Avenue	West Haven	CT	06516	371	100	0
West Haven Board of Ed Office	16061881	Urban	355 Main Street	West Haven	CT	06516	0	0	0
West Haven Field House	17005132	Urban	1 McDonough Plaza	West Haven	CT	06516	0	0	0
West Haven High School	6005	Urban	1 McDonough Plaza	West Haven	CT	06516	1842	100	0

If the school/district has any additional locations other than those listed above (instructional or non-instructional), please provide the name & location.

**A. DEPARTMENT OF PERSONNEL & LABOR RELATIONS - STRATEGIC ACTION PLAN**

**(Dec., 2022 Update)**

Action				Status / Explanation
Action Item #	Action Item	Assigned To	Milestone Date	
<b>1</b>	<b>RESTRUCTURE PERSONNEL/H.R. ORGANIZATION</b>			
1.1	Consider outsourcing Payroll and Benefits administration		7/1/2021	Completed. Payroll and Benefits will remain in-house.
1.2	Create and fill the position of Benefits administration		7/1/2021	Completed
1.3	Reorganize Department structure and assign separate individuals to the duties of Human Resource administrator and Director of Personnel and Labor Relations		7/1/2021	Completed
1.4	Fill Director position		10/18/2021	Completed
1.5	Fill Human Resource Generalist position	Director	10/1/2021 <b>Rev: Jan., 2023</b>	<b>Position posted; Interviews conducted - strong candidate interviewed on Dec., 2022.</b>
1.6	<b>Create and fill the position for Payroll Specialist.</b>	Director	5/1/2022 <b>Rev: Dec. 31, 2022</b>	Dedicated payroll position required; payroll cannot be combined with Benefits Administration due to demands /requirements of both responsibilities. Staffing Plan presented to City Council on April, 13, 2022 and approved. <b>(Payroll will reside in Finance Dept. Updated position posted wk of Jun 20, 2022. Internal candidates interviewed 7/15 - 7/22. Position posted externally; internal candidate identified - offer extended and pending response from candidate.</b>
1.7	<b>Create and fill position for Benefits &amp; HRIS Adm. (restructured position)</b>	Director	<b>Rev: Feb. 2023</b>	<b>Final job description under review.</b>
1.8	Create and fill new position for Organizational Development Specialist (Sr. HR Generalist)	Director	8/1/2022 <b>Rev: Q1, 2023</b>	(Proposed, new position): This position will assist in the development of enterprise-wide initiatives and programs in the following areas: a) design and implementation of a Succession Planning Framework which will identify key positions; assess existing bench strength; identify internal talent potential having the potential for development and promotion; and assist Mayor and department heads in the development and documentation of action plans for staff members who demonstrate greater potential. b) development and implementation of a Performance Management Assessment for management and non-management staff. c) development in a formalized New Employee Onboarding process that will establish key steps and practices which will advance the assimilation of new hires to their position and to the organization. d) assessment of staff training in such areas as supervisory skills, project management; budgetary planning, etc.; identifying training sources to deliver training and development in these areas. Staffing Plan presented to City Council on April 13, 2022. <b>Finalize new job description in Jan., 2023; salary slotting will follow.</b>
Action				Status / Explanation
Action Item #	Action Item	Assigned To	Milestone Date	
<b>2</b>	<b>BENEFITS ADMINISTRATION</b>			
2.1	Implement Wellness Program	Director, H.R. Generalist, Office Asst.	Q4 2022	Conn. Partnership Plane offers a Health Enhancement Program (HEP), a limited wellness program, but yet to be fully activated. HEP Education components are currently promoted through regular newsletter issues. Plan is to activate and promote program for maximum integration. <b>EAP vendor provided onsite EAP and mental health wellness informational session on Dec. 6, 2022.</b>
2.2	Expand and Enhance State H.E.P.	Director, H.R. Generalist, Office Asst.	<b>Rev: Q1, 2023</b>	Will complement HEP with in house program to meet other employee health needs not provided by HEP.
2.3	Enhance benefit management oversight and employee advisory services	Director, Payroll/Benefits Coordinator	9/30/2022 <b>Rev: Q4, 2022</b>	<b>Benefit Administration will be combined with HRIS responsibilities when Payroll function relocates to Finance.</b>

**A. DEPARTMENT OF PERSONNEL & LABOR RELATIONS - STRATEGIC ACTION PLAN**

**(Dec., 2022 Update)**

Action				Status / Explanation
Item #	Action Item	Assigned To	Milestone Date	
<b>3</b>	<b>PERSONNEL (H.R.) ADMINISTRATION</b>			
3.1	Audit of Immigration (I-9) forms for active employees.	Personnel Director	<b>Completed</b>	<b>Completed and Reviewed.</b> All forms were extracted from the individual employee files and relocated to separate repository binders.
3.2	Move Personnel files to a centralized and secure location.	Personnel Director	<b>Completed</b>	<b>Completed and Reviewed.</b> Personnel files are secured in locked cabinets.
3.3	Audit Personnel files for appropriate document filing.	Personnel Director	<b>Completed</b>	<b>Completed and Reviewed.</b> The following documents and/or records were purged from Personnel files and relocated: employees' medical history, status, etc.; medical leave, FMLA-related, workers' compensation; child support/garnishments; Affirmative Action self identification of race, gender, disability and veteran status.
3.4	Enhance Recruitment Efforts	Personnel Director	<b>Completed</b>	Utilizing job posting sites beyond Indeed.com. For each vacancy, coordinating a targeted advertising Plan (association-related, CCM, etc.) to attract job specific disciplines. Utilizing ADP Recruitment Portal to include "disqualifying questions" to eliminate non-qualified applicants.
3.5	Update Hire/Offer letters to comply with workplace standards	Personnel Director	<b>Completed</b>	Completed and Reviewed. New hire package includes an acceptance letter for new hires. An "Employment Acceptance Agreement" is included which includes job-specific information such as work schedule, start date, salary benefits, union affiliation, probationary period, and Employee Handbook of COWH policies and procedures. Employee signature is required upon acceptance. Employees changing positions receive a letter documenting job specific information.
3.6	Exit Interviews with terminating employees	Personnel Director	2/1/22 or first termination	Part 1: Exit interview format created (Completed). Part 2: Begin offering terminated employees invitation to meet with Personnel Director to discuss feedback prior to leaving. Will be initiated with next termination. Process incorporated into employment terminations when notice is provided.
3.7	Labor Relations Strategies	Personnel Director	In Progress	1. Reinforce management rights across all labor contracts. 2. Re-evaluate past practices approach in resolving labor issues.
Action				Status / Explanation
Item #	Action Item	Assigned To	Milestone Date	
<b>4</b>	<b>RECORD MANAGEMENT &amp; COMPLIANCE</b>			
4.1	Employment Application Compliance - AA/EEO Statements	Personnel Director & Staff	<b>Completed</b>	Reviewed, revised and completed Dec 31st, 2020. Notices posted in all locations and added to application forms; City of West Haven website has been updated to include the AA/EEO verbage. Electronic and paper Employment Applications have been expanded to include disclosure, authorization sign-off for background test, pre-employment drug testing, and credit background. (Updated posters are in place at all locations. 8/31)
4.2	Employment Application Compliance - Fair Credit Reporting Act Form	Personnel Director & Staff	<b>Completed</b>	Reviewed, revised and completed Dec 31st, 2020. On-line Employment Application Forms have been updated with Fair Credit Reporting.
4.3	Sexual Harassment Training	Personnel Director	<b>Completed</b>	Reviewed and completed. On-line training application launched and communicated to all employees as a required training to complete. Completion of 2-hour course will generate a Certificate of Completion which is collected by Personnel and filed. Online training is conducted on an ongoing basis and required.
4.4	Ethics Compliance / Disclosure	Personnel Director	<b>Completed</b>	(May): Updated Disclosure and Compliance forms issued to all employees. Ethics & Disclosure Policy signed by Mayor, effective 7/20/2022.

A. DEPARTMENT OF PERSONNEL & LABOR RELATIONS - STRATEGIC ACTION PLAN				(Dec., 2022 Update)
B. PERSONNEL & LABOR RELATIONS - STRATEGIC OPERATIONS PLAN				
Action Item #	Action Item	Assigned To	Milestone Date	Status / Explanation
<b>1</b>	<b>TECHNOLOGY / ADP PORTAL</b>			
1.1	Expand on Recruitment Portal usage to ensure accurate applicant tracking	Personnel Director & Staff	<b>Completed</b>	External postings include link for applicants to complete employment application within ADP Portal. Additional functionality to be determined. <b>(Portal loaded 2/2022).</b>
1.2	Launch ADP Vers. II of time and attendance application	Payroll / Benefits Coord. and Personnel Dir.	Contingent on release of Version II from ADP	Time & Attendance phone App. - Version II - reduced distance radius from work site. Application was activated in Feb, 2022 and later suspended due to ADP tech issue; technical issues are unresolved. <b>(ADP has indefinitely suspended this feature - 7/2022).</b>
1.3	Utilize ADP Vers. II - Employee Onboarding	Payroll / Benefits Coord. and Personnel Dir.	<b>Rev: Q1, 2023</b>	1. Currently working on loading new hire processing documents for on-line access and completion prior to hire date. 2. Onboarding schedule will be loaded to track new hire orientation events. <b>Implementation hinges on Personnel Staffing.</b>
1.4	Launch Benefits Portal	<b>Payroll / Benefits Coord. and Personnel Dir.</b>	<b>Completed</b>	Implemented healthcare on-line enrollment utilizing ADP Benefits portal (benefits plan eff: July 1, 2022).
<b>2</b>	<b>ORGANIZATIONAL DEVELOPMENT</b>			
2.1	Develop a standardized format for Performance Assessment/Management	Organizational Development Specialist	<b>Rev: Q2, 2023</b>	Development of format contingent on addition of Organization Development Specialist
2.2	Design a Succession Planning Framework	Organizational Development Specialist	<b>Rev: Q2, 2023</b>	Framework will identify key positions, existing benchstrength; internal talent demonstrating greater capability for growth and development; documentation of action plans. Ongoing monitoring of progress.
2.3	New Employee Onboarding Program	Organizational Development Specialist	<b>Rev: Q2, 2023</b>	Key steps and common practices will be identified to assimilate new hires to the organization. Personnel Dir., Personnel Staff, and hiring managers will sign-off checklist for orientation steps completed.
2.4	Inservice Training and Professional Development	Organizational Development Specialist	<b>Rev: Q2, 2023</b>	Conduct assessment of training needed in areas such as Supervisory Skills, Project Management, etc.
<b>3</b>	<b>PERSONNEL DEPT. OPERATIONS</b>			
3.1	Identify goals, objectives and performance measures for Personnel Staff.	Personnel Staff & Dir.	7/31/2022 <b>Rev: Q1, 2023</b>	<b>Further restructuring of Personnel Dept. will continue as positions are redefined and positions are filled.</b>
3.2	Review and update Personnel policies and procedures.	Personnel Staff & Dir.	9/30/2022 <b>Rev: Q1, 2023</b>	<b>Legal review of policies has been initiated (July, 2022)</b>

Hiring Department	Position	CITY OF WEST HAVEN VACANCIES - RECRUITMENT STATUS (Feb., 2023)	Fill/Start Date
<b>Finance</b>			
1.1	Finance Director	External candidate selected; offer accepted.	External Candidate Hired: Feb. 28, 2022
1.2	Asst. Finance Director	Following internal posting requirement, position posted externally Mar. 17, 2022. Qualified external candidate identified; offer accepted.	External Candidate Hired: Sept. 12, 2022
1.3	Procurement Director	External candidate interviewed and selected (Feb., 2022); offer accepted Feb. 18, 2022.	External Candidate Hired: Mar. 22, 2022
1.4	Purchasing Specialist (Buyer)	Resumes currently being reviewed. Internal candidate identified for placement.	Internal Candidate Placed: Oct. 3, 2022
1.5	Purchasing Adm. Asst.	Internal interviews w/e: April 22, 2022. External advertising continues. Recruiting on hold.	TBD
1.6	Payroll Asst.	New Position (FY 23); posted internally: June 21, 2022; internal candidates interviewed in July; external candidate interviews underway Aug./Sept.; internal candidate under consideration.	Internal Candidate Placed: Jan. 18, 2023
1.7	Jr. Accountant/Budget Analyst	New Position (FY 23); Updates to position description in process.	TBD
<b>Tax Collection</b>			
2.1	Tax Manager	External candidate interviewed and selected (Feb., 2022); offer accepted Feb. 12, 2022.	External Candidate Hired: Mar. 7, 2022
<b>Mayor's Office</b>			
3.1	Adm. Secretary	External candidate interviewed and selected (Jan., 2023); offer accepted.	External Candidate Hired: Feb. 6, 2023



Hiring Department	Position	CITY OF WEST HAVEN VACANCIES - RECRUITMENT STATUS (Feb., 2023)	Fill/Start Date
<b>Planning &amp; Development</b>			
4.1	Zoning Inspector	External candidate interviewed and selected (Dec.); offer accepted.	External Candidate Hired: Jan. 10, 2022
4.2	Asst. Building Official (3)	External candidate interviewed (Feb. 18); Candidate declined offer Feb. 25, 2022. Plan underway to repost vacancies as Inspectors (Electrial Insp. & Plumbing & Inspector); Inspection position descriptions updated with union sign-off (Apr.), Nov: Advertising ongoing; Resumes continue to be reviewed.	TBD
4.3	Property Maint. Insp. / Zoning	New Position: Internally posted: May 25 - May 31; No internal candidates. Posted externally. Internal candidate identified.	Internal Candidate Placed: Oct. 10, 2022
4.4	Asst. Grant Writer	New Position (FY 23), posted 7/2022. External posting Jul. 11-17. Candidates interviewed in Aug; final candidate identified; offer accepted.	External Candidate Hired: Oct. 10, 2022
4.5	Director, Planning & Development	Replacement position (C. Soto) as of Sept. 6, 2022. Position posted refreshed: Jan., 2023. Resumes continue to be reviewed.	TBD
4.6	Property Maint./Code Insp.	Internal position posted Jan., 2023. Incoming resumes being reviewed.	TBD
<b>Community Development Adm.</b>			
5.1	Housing Specialist	External candidate interviewed and selected; Candidate declined offer (Feb., 2022); Advertising for position resumed. (May): External applicants interviewed in June/July. Oct: Advertising ongoing; Resumes continue to be reviewed. Offer extended to candidate on Dec. 8.	External Candidate Hired: Jan.9, 2023
<b>Personnel &amp; Labor Relations</b>			
6.1	Personnel Generalist	Position posted since Nov., 2021; Interviews conducted - no candidates identified. Advertising for position continues. Two recent interviews in Dec. 2022.	Rev: Q1, 2023

Hiring Department	Position	CITY OF WEST HAVEN VACANCIES - RECRUITMENT STATUS (Feb., 2023)	Fill/Start Date
6.2	Organization Development Specialist	New Position (FY 23); Position posted Feb., 2023	Rev: Q2, 2023
6.3	Benefits/HRIS Administrator	Revised position (formerly Payroll/Benefits Coord.); Oct: Final draft of position description in process. Position posted Feb., 2023.	Rev: Q1, 2023
<b>Public Health</b>			
7.1	Sanitarian I	External candidate accepted offer (Feb. 17, 2022).	External Candidate Hired: Mar. 14, 2022
7.2	Sanitarian	Replacement position; internally posted in May; external posting week of May, 31. Final candidate identified Aug., 2022.	External Candidate Hired: Sept. 12, 2022
<b>City Council</b>			
8.1	City Council Adm. Asst.	Internal candidate interviewed and selected (Jan., 2022); position accepted.	Internal Candidate placed: Jan. 18, 2022
<b>Public Works</b>			
9.1	Water Pollution Control Mechanic	Position posted internally (Feb., 2022); internal candidate selected.	Internal Candidate placed: Feb. 22, 2022
9.2	Asst. City Engineer/Surveyor	Vacant position from 2021; Position reposted externally June 24, 2022. Oct: Advertising ongoing; Resumes continue to be reviewed.	TBD
9.3	Water Pollution Control Mechanic II	Position posted internally: Nov. 14-18.	Internal Candidate placed: Dec. 5, 2022
9.4	Collection Operator I	Position posted internally: Nov. 14-18. Bids received from internal candidates.	Internal Candidate placed: Dec. 5, 2022
9.5	Collection Operator II	Position posted internally: Nov. 14-18. Bids received from internal candidate	Internal Candidate placed: Dec. 5, 2022

Hiring Department	Position	CITY OF WEST HAVEN VACANCIES - RECRUITMENT STATUS (Feb., 2023)	Fill/Start Date
9.6	Adm. Secretary	Position posted internally: Jan. 18- 25, 2023; External candidate selected.	<b>External Candidate Hired: Feb. 21, 2023</b>
<b>Human Resources</b>			
10.1	Admin. Secretary/ Energy Assistance	Updated Position (FY 23); position posted internally (Aug.); internal candidate selected (July).	Internal Candidate placed: Sept., 2022
10.2	Public Relations Inf. Coord.	Updated Position (FY 23), draft of position description in process. Internal candidate under consideration.	Rev: Q2, 2023
<b>Parks &amp; Recreation</b>			
11.1	Admin. Secretary	New Position (FY 23); internal posting Jul. 11-15; posted externally on Jul. 19. Resumes being reviewed; interviews underway (Aug./Sept.). External candidate identified.	External Candidate Hired: Oct. 26, 2022
11.2	Program Coord.	Vacancy as a result of retirement - 9/9/2022; Posted internally Sept .26-30; Oct: Internal candidate identified.	External Candidate Hired: Oct. 3, 2022
11.3	Program Coord. I	Vacancy as a result of internal promotion; Position posted internall Oct. 24-29; Posted externally Oct. 31. Resumes continue to be reviewed. <b>Interviews scheduled for wk. of Dec. 12, 2022.</b>	<b>Internal Candidate Placed: Jan. 23, 2023</b>
<b>Information Technology</b>			
12.1	IT Network/Security Engineer	New Position (FY 23); internal posting Jul. 11-15; posted externally on Jul. 19. Interviews conducted in Aug. Offer extended; candidate rescinded acceptance. Interviews have been scheduled for October. Final candidate selected and offer accepted Nov. 8.	<b>External Candidate Hired: Dec. 5, 2022</b>
<b>Police Dept - Civilians</b>			
13.1	Records - Clerks (2)	Internal posting Feb., 2023. Externally posted Feb., 21, 2023; resumes being reviewed.	TBD
13.2	Traffic Records Clerk	Internal posting Feb.21, 2023	TBD

**CITY OF WEST HAVEN BUDGETED HEAD COUNT - Current Staffing by Dept.  
Feb., 2023**

<b>DEPARTMENTS</b>	<b>BUDGETED HEADCNT.</b>	<b>Reg. Wage Budget Total</b>	<b>Positions Currently Filled</b>
Mayor's Office	4	\$ 243,274	4
Comptroller	9	\$ 624,826	8
Corporation Counsel	4 FT, 2 PT	\$ 397,121	3 FT, 2 PT
Tax Collection	7	\$ 394,557	7
Tax Assessment	6	\$ 442,286	6
City Clerk	4 FT, 1 PT	\$ 243,521	4 FT, 1 PT
Personnel & Labor Rel.	6	\$ 416,083	3
City Council Adm.	1	\$ 40,992	1
Planning & Zoning	4	\$ 308,133	3
Building Dept.	8	\$ 583,374	5
Grants Administration	3	\$ 220,842	3
Purchasing	3	\$ 222,281	2
Information Technology	3	\$ 265,248	3
Human Resources	5	\$ 372,344	5
Public Health	7	\$ 482,757	7
Elderly Services	3 FT, 2 PT	\$ 205,877	3 FT
Parks & Recreation	6	\$ 382,194	5
Public Works Admin.	4	\$ 301,658	4
Vehicle Maintenance	7	\$ 444,221	7

**CITY OF WEST HAVEN BUDGETED HEAD COUNT - Current Staffing by Dept.**

**Feb., 2023**

<b>DEPARTMENTS</b>	<b>BUDGETED HEADCNT.</b>	<b>Reg. Wage Budget Total</b>	<b>Positions Currently Filled</b>
Grounds & Bldg. Maint.	8	\$ 453,014	8
Highway & Park Maint.	44	\$ 2,550,834	44
Water Pollution	24	\$ 2,028,863	24
Engineering	2	\$ 191,754	1
Registrar	6	\$ 51,396	6
Police Department	133	\$ 10,908,365	120
Animal Control	4	\$ 188,128	4
Emergency Reporting Syst.	16 FT, 1 PT	\$ 993,417	13 FT, 1PT
Allingtown Fire Dept.	23	\$ 1,863,000	22

West Haven Purchasing Action Plan Update - 02.28.23

Action Item				
#	Action Item	Responsible Party	Milestone Date	Status
<b>1</b>	<b>Update/Revise City Purchasing procedures and Accounts Payable procedures</b>			
1.1	Planning session with Tyler/Munis re: Purchasing procedures and Accounts Payable procedures; capabilities of Munis	Finance Director	10/20/21	Completed
1.2	Draft revised/updated A/P Purchasing Process document and Purchasing Procedures Manual	OPM Liaison, Procurement Consultant; Finance Director	11/19/21	Completed
1.3	Communicate changes in procedures to Department Heads. Special Department Head meeting to be convened by Mayor.	Mayor	11/30/21	Completed
1.4	Communicate changes in procedures to all City relevant City staff. Department heads to provide lists of relevant staff in each department. Finance Office to communicate changes.	Department Heads; Finance Director	12/3/21	Completed
1.5	Finalize A/P Munis Purchasing Process document.	Finance Director; OPM Liaison	12/3/21	Completed
1.6	Develop or modify Purchasing and A/P related forms to ensure compatibility with Purchasing and A/P procedures.	Finance Director; Procurement Consultant	12/15/21	Completed
1.6a	Create or modify existing bidding and purchasing documents, including boilerplate, contracts, specifications, and the back of the P.O. in order to implement best practices.	Procurement Consultant	1/14/22	Completed
1.7	Finalize Purchasing Procedures Manual	Finance Director; OPM Liaison	12/15/21	Completed
1.7a	Distribute Manual to Department Heads	Finance Director		Completed
1.8	Review and evaluate change to current purchasing ordinance.	Procurement Consultant; OPM Liaison; Finance Director	TBD	
1.9	Communication from Mayor reinforcing procurement responsibilities for departments	Mayor	1/5/22	Completed
<b>2</b>	<b>Provide Munis training to Department Heads and City staff</b>			
2.1	Dialogue with Tyler; Ensure Munis workflow/business rules in alignment with City revised procedures; review training options; verify desktop versions of Munis for trainees, etc.	Finance Director; IT Director	12/3/21	Completed
2.2	Schedule training sessions	Finance Director	12/10/21	Completed
2.3	Communications from Mayor to Department Heads re: mandatory Munis training	Mayor	12/10/21	Completed
2.4	Develop training materials	Finance Director	12/15/21	Completed
2.5	Begin offering self-directed training (web-based)	Finance Director	12/15/21	Completed
2.6	Begin implementation of formal software training	Finance Director	9/7-9/8/22	Completed
2.6a	Review and train on new Procedures Manual <sup>4</sup>	Finance Director; OPM Liaison; Procurement Consultant	1/28/22	
2.7	Follow-up training if needed	Finance Director	TBD	

Action Item				
#	Action Item	Responsible Party	Milestone Date	Status
<b>3</b>	<b>Staffing for Procurement Function</b>			
3.1	Evaluate staffing needs; research staffing in other municipalities	Finance Director	11/9/21	Completed
3.2	Identify additional or revised positions needed; estimated cost	Finance Director	11/9/21	Completed
3.3	Research and develop job descriptions for new or revised positions	Finance Director; Personnel Director	11/30/21	Completed
3.4	Recruitment plan for additional positions	Finance Director; Personnel Director	11/30/21	Completed
3.5	Mayor and City Council approval of job creation and authorization of funding (if necessary)	Mayor; City Council	12/13/21	Completed
3.6	Begin execution of recruitment and selection plan	Finance Director; Personnel Director	12/14/21	Completed
3.7	Re-evaluate staffing	Finance Director; Personnel Director	12/31/21	Completed
3.8	Procurement Director hired and in place	Finance Director; Personnel Director	2/28/22	Completed
3.9	Post, interview, and appoint new procurement Buyer (Candidate chosen)	Procurement Director; Personnel Director	9/15/22	Completed
<b>4</b>	<b>Evaluation</b>			
4.1	Develop metrics for evaluating compliance with Purchasing and A/P procedures	Finance Director	TBD	In Process
4.2	Evaluate compliance with Purchasing and A/P procedures and impacts	Finance Director		
4.3	Mayor follow-up with Departments re: results of evaluation	Mayor		
4.4	Modify policies and procedures based on findings in evaluation	Finance Director		

NOTES

Section 4 of this Action Plan is now a work in progress with Whittlesey, however, changes in MUNIS have been made to disallow individual departments to overdraw any budget line within their Departmental Budget.

A more comprehensive update to include change in PO policies, contracts, A/P procedure, will be forthcoming.

Item 3.9 - The Buyer position has been filled. Tammy O'Connell is the new Procurement Specialist for West Haven, and has been instrumental in the day to day functionality of the Procurement Department while I was out of the office on Medical leave.

**Initiative: Information Technology Upgrades**

**Condition:** The City of West Haven Windows Servers, SAN, email, firewalls, network switches are outdated and should be upgraded for security reasons. I recommend doing this in stages.

**Solution:** Implement new IT stack. Upgrade all legacy servers. Migrate from office exchange 2010 to O365. Improve IT security. Develop a Disaster Recovery plan. Resolve all network issues and upgrade the network & computers on windows 7.

Action Item					Notes
#	Action Item	Responsible Party	Milestone Date	Status	
<b>1</b>	<b>Implement Nutanix AHV Virtualization</b>				
1.1	Order Nutanix Hyperconverge Server (pre-requisite for upgrading Windows servers)	Jumaine	6/10/21	Complete	
1.2	Sign Microsoft EA agreement	Jumaine	6/30/21	Complete	
1.3	Purchase Datacenter Server 2019	Jumaine	6/30/21	Complete	
1.4	Standup and configure Nutanix solution	Jumaine, George, Nutanix	7/10/21	Complete	
1.5	Configure networks on Nutanix	Jumaine,George, Nutanix	7/10/21	Complete	
1.6	Install MS DataCenter server on Nutanix cluster	Jumaine,George	7/10/21	Complete	
1.7	Migrate Domain Controller to server	Jumaine,George, PerimeterWatch	7/10/21	Complete	
<b>2</b>	<b>Migrate MS Exchange e-mail server to Office 365</b>				
2.1	Sign Microsoft 0365 Agreement	Jumaine	11/8/21	Complete	
2.2	Stand up Office 365 tenant	Jumaine/Dell	11/17/21	Complete	
2.3	Stand up domain controller in Azure cloud	Jumaine/PerimeterWatch	11/22/21	Complete	
2.4	Migrate users e-mails to Office 365	George, Jumaine, PerimeterWatch	1/13/22	Complete	
2.5	Migrate users map drives into 0365 One Drive	George, Jumaine, PerimeterWatch	1/28/2022 Rev. 2/28/22	Complete	We are working on configuring GPO policy to complete this task
2.6	Migrate Dept Drive into Microsoft Sharepoint	George, Jumaine	1/28/2022 Rev. Date 6/30/23	In - progress	We are working on configuring GPO policy / Permission for each department to complete this task/ A total of Seven Departments have been migrated since last update/ Now 11 depts/ ( Additional research and training needed to determine a more effective approach)
2.7	Deploy Office 365/Train users	Jumaine, George	1/10/22	Complete	
<b>3</b>	<b>Update all outdated servers to Windows 2019</b>				
3.1	Migrate and upgrade 2003 and 2008 servers to 2019 on Nutanix platform	Department Heads, Jumaine, George	6/30/2022 Rev Date 11/30/22	Complete	Eighty-five percent of our servers have been updated and migrated with the exception of the building department which we expect to resolve shortly. 95 % of our servers are now running on server 2019.
3.2	De-commission non-production servers	Jumaine, George	11/20/21	Complete	
3.3	Development, testing, training	Jumaine, George	1/10/22	Complete	
3.4	System analysis redesign	Jumaine, George	11/15/21	Complete	Additional resources needed
<b>4</b>	<b>Disaster Recovery/Business Continuity Plan</b>				
4.1	Meet with Back HYCU/ Backup Solution for Nutanix and 0365	Jumaine, George,CDW	12/3/21	Complete	We decided to move forward with HYCU. An agreement was signed on 12/20
4.2	Setup Call with GoogleCloud for Backup Solution	Jumaine,George,CDW	12/15/21	Complete	We decided not to go with Google Cloud and instead go with MS Azure
4.3	Sign cloud storage Agreement with Cloud Google	Jumaine	12/20/21	Complete	We decided not to go with Google Cloud and instead go with MS Azure
4.4	Meet with Druva/ Backup Solution for Nutanix and 0365	Jumaine,George	10/20/21	Complete	Druva does not tie in well with our Nutanix environment as nicely as HYCU.
4.5	Setup HYCU Agent on Nutanix Node to Backup to MS Azure Cloud	HYCU, Jumaine, George	2/28/22	Complete	We will be working with HYCU Project Manager but this will be contingent on OneDrive/Sharepoint configuration
4.6	Setup HYCU Agent on physical Servers to backup to MS Azure Cloud	HYCU, Jumaine, George	2/28/2022 Rev. Date 6/31/22	Complete	2008 outdated server issues. We will be working with HYCU Project Manager on this. We worked with HYCU's lead Engineer on this to determine the best approach. We will migrate data to a newly built Virtual Machine and decommission all physical servers.
4.7	Configure HYCU with Microsoft Office 365 for all backup	HYCU, Jumaine, George	2/28/22	Complete	Research is being conduted to determine most effective Solution/ Ahead of schedule
4.8	Configure HYCU to talk with Google Cloud for all Backups	HYCU, Jumaine, George	12/17/21	Complete	We decided not to go with Google Cloud and go with Microsoft Azure instead



Action Item					Notes
#	Action Item	Responsible Party	Milestone Date	Status	
4.9	Test Disaster Rcovery/ Business Continuity Solution	Jumaine,George	6/30/2022 Rev Date 12/30/23	Pending Est cost upon resources needed. This is contingent upon the availability of additional financial resources and network support.	This is contingent upon the availability of additional resources.
5	<b>Upgrade Windows operating system to MS Windows 10</b>				
5.1	Need budget to replace all outdated computers to Win10	Jumaine	6/30/2022 Rev Date 11/30/22	In-progress	Pending approval of budget to replace computers /Replaced a total of 6 computers to date.
5.2	Vulnerability assessment and penetration testing	PerimeterWatch	6/30/2022 Rev Date 11/30/22	Pending available finances in order to purchase equipment needed to redesigned network.	
					Need to address network firewalls and Network contract issues before we can move forward on this task. Additional resources needed
6	<b>Convert remaining physical servers to virtual servers and/or move to cloud services</b>				
6.1	Work with software vendors for supported requirements	Jumaine, George	9/30/21	Complete	Physical VoIP server can be converted to Virtual Machine confirmed with ShoreTel/ ShoreTel ( MITEL) does not support AHV Nutanix / First PHASE of upgrade is taking place 5/31/22. Second PHASE of upgrade taking place July 8th & 9th
6.2	Carve out virutal machines base on hardware requirments	Jumaine, George	6/30/2022 Rev Date 7/15/22	Complete	
7	<b>Implement Hypervisor virtual machine monitor</b>				
7.1	Work with MSP/Resller on getting SIEM		10/20/23	Policy Decision/ Pending approval of FY 23 budget request to implement SIEM Solution.	Pending approval of FY 23 budget request to implement SIEM Solution.
8	<b>Miscellaneous</b>				
8.1	Pilot Duo 2FA authentication setup	Duo, Jumaine, George, CDW	2/28/23 - Pending Vendor Availability	In-progress. Pending budget availability.	We decided to leverage Microsoft MFA until we can purchase Duo
8.1B	Deploy Duo to participating users	Jumaine, George,CDW	3/1/2022 Rev Date 9/30/2023	In-progress. Pending budget availability.	
<b>Resources Required:</b>		<b>Estimated Amount</b>	<b>Source(s)</b>		
<b>Personnel</b>					
9.1	IT NETWORK, SECURITY ENGINEER	78-85K Salary			
9.2	<b>Equipment</b>				
9.2A	Laptop + Docking Stations	\$35,000			Everything listed in this section represent our Equipment needs and cost this will need to be approved by mayor and counsel and will proceed in the fiscal 23 budget deliberations
9.2B	Core Network switches	\$75,000			
9.2C	Firewalls	\$45,000			
9.2D	Wireless AccessPoints	\$10,000			
9.2E	IP PHONE	\$60,000			
9.2F	Security Cameras	\$25,000			
9.2G	APC Smart UPS	\$6,845.00			
9.2H	Confrence Rooms Technology Upgrades (Mayor Chambers + 3FI conf + Harrient North	\$190,000			
9.2I	Security MagLock System	\$15,000			
		\$461,845			
	<b>Total FY23</b>	<b>\$461,845</b>			There are some items here that are recurrng expenses for future capital budgets