

**AGENDA**  
STATE OF CONNECTICUT  
MUNICIPAL ACCOUNTABILITY REVIEW BOARD  
**REGULAR MEETING NOTICE AND AGENDA**

**Meeting Date and Time:** Thursday, April 14, 2022 10:00 AM –12:00 PM

**Meeting Location:** This will be a virtual meeting. Meeting materials can be found at <https://portal.ct.gov/OPM/Marb/Full-Board-Meetings-and-Materials>

**Call-in Instructions:** Telephone 1 860-840-2075  
Meeting ID: 748 153 77

**Agenda**

- I. Call to Order & Opening Remarks by Secretary Jeff Beckham and Treasurer Shawn Wooden
  
- II. Public Comment Period – *The Public Comment portion of the agenda will be announced by the Chair. Members of the public attending the telephonic meeting will be provided an opportunity to speak. Before making their comments, members of the public wishing to speak must be recognized by the Chair. Speakers may be asked to limit their comments due to time constraints of this meeting.*
  
- III. Approval of Minutes:
  - a. March 10, 2022 Regular Meeting
  - b. March 29, 2022 Special Meeting
  - c. April 1, 2022 Special Meeting
  - d. April 5, 2022 Special Meeting
  
- IV. Town of Sprague
  - a. Subcommittee update
  - b. Review and discussion: Monthly Financial Report: February 2022
  
- V. City of Hartford
  - a. Subcommittee Update
  - b. Review and discussion: Monthly Financial Report: February 2022
  - c. Review and discussion: Non-labor contracts:
    - i. Murphy Road Recycling, Inc.
    - ii. Bridge Energy Consultants
  - d. Review, discussion and possible action: Agreement for Health Insurance Consulting Services

- VI. City of West Haven
  - a. Subcommittee Update
  - b. Review and discussion: Monthly Financial Report: January 2022
  - c. Review, discussion and possible action: Labor Contracts:
    - i. West Haven Police Local #895
    - ii. PSAP Director
  - d. Review and discussion: Non-Labor Contracts:
    - i. Previously executed contracts
      - 1. New England Fire Equipment & Apparatus, Corp – Fire Dept. Pumper
      - 2. Axon Enterprise, Inc. - Police Department Body Cameras and In-Car Cameras
      - 3. Axon Enterprise, Inc. - Police Department Tasers
      - 4. F+F Mechanical Services - Police Dept. Rooftop HVAC Unit
      - 5. Black & Veatch Corp. - Engineering for Wastewater Plant Outfall
      - 6. All American Waste LLC – Collection of MSW Containers
      - 7. Waters Construction Co. - Beach Sand Renourishment
    - ii. Bigson II, LLC – Dump Truck Bodies
  - e. Introduction of additional members of the board for the purpose of determining whether to make a finding pursuant to CGS Section 7-576e(a)(2)
  - f. Review and discussion: Discussion and evaluation of criteria relating to Tier IV designation pursuant to CGS Section 7-675e(a)(2)
  - g. Review, discussion and possible action: Consideration and discussion of making a finding that the fiscal condition of the City of West Haven warrants designation as a Tier IV municipality pursuant to CGS Section 7-562e(a)(2)
  - h. Review, discussion and possible action: Draft staff recommendations for corrective actions regarding City of West Haven
  - i. Review and discussion: Recommended FY 2023 Budget
- VII. Other Business
- VIII. Adjourn

**DRAFT**  
STATE OF CONNECTICUT  
MUNICIPAL ACCOUNTABILITY REVIEW BOARD  
**REGULAR MEETING MINUTES**

**Meeting Date and Time:** Thursday, March 10, 2022 10:00 AM –12:00 PM

**Meeting Location:** This was a virtual meeting. Meeting materials can be found at <https://portal.ct.gov/OPM/Marb/Full-Board-Meetings-and-Materials>

**Call-in Instructions:** Telephone 1 860-840-2075  
Meeting ID: 973 933 012

**Members in Attendance:** Acting Secretary Beckham, Christine Shaw, Matthew Brokman, Patrick Egan, Stephen Falcigno (joined after adoption of minutes), Thomas Hamilton, David Biller, Mark Waxenberg, Robert White

**Municipal Officials in Attendance:** Jennifer Hockenull, Leigh Ann Ralls, First Selectman Blanchard, Superintendent Hull, Michel Demicco, Mayor Rossi, Scott Jackson, Lee Tiernan

**OPM Staff in Attendance:** Kimberly Kennison, Michael Milone (OPM Liaison), Gareth Bye, Julian Freund

I. Call to Order & Opening Remarks by Acting Secretary Jeff Beckham and Treasurer Shawn Wooden

The meeting was called to order at 10:03 AM. Secretary Beckham introduced himself to the board. Ms. Shaw welcomed Secretary Beckham to the board.

II. Public Comment Period

There was no public comment.

III. Approval of Minutes:

a. February 10, 2022 Regular Meeting

A motion to approve the minutes was made by Ms. Shaw with a second by Mr. Brokman. The motion passed 7-0-1 with Secretary Beckham abstaining.

IV. City of Hartford

a. Subcommittee update

A written update was provided in the meeting materials. The City's auditor presented the FY 2021 audit during the February Subcommittee meeting. The Subcommittee also reviewed the updated budget mitigation measures status report.

b. Review and discussion: Monthly Financial Report: January 2022

Ms. Hockenull provided an overview of the monthly financial report. The current projection for the FY 2022 surplus has been adjusted to \$2.3 million. Members had questions about the City's exposure to increasing energy costs, the results of the 2021 revaluation, and turnover in the Fire and Police departments over the last several years. The City will follow up with information on those topics for the upcoming Subcommittee meeting.

c. Review and discussion: Non-Labor Contracts:

i. Aetna Life Insurance Company – Parking Agreement

The contract is a one-year agreement between the City and Aetna to provide parking space to Hartford Public Schools. The term of the contract is August 2022 through July 2023 with a total cost of \$129,000. The prior contract had a cost of approximately \$125,000

V. Town of Sprague

a. Subcommittee Update

A written update was provided in the meeting materials. The Subcommittee reviewed the Board of Education proposed budget for FY 2023. The proposed budget increases by 1.6%. The Subcommittee was also updated on the Town's progress in developing financial policies and procedures and the status of the FY 2021 audit which is expected to be completed by the end of March. The Town continues to work on a plan for prioritizing its ARPA funds and may work with the council of governments for assistance in developing the plan. The Town also alerted the Subcommittee regarding a sinkhole at the Paper Mill Pond dam. DEEP has advised the Town to have an inspection completed and to monitor the site.

b. Review and discussion: Monthly Financial Report: January 2022

An overview of the monthly financial report was provided. First Selectman Blanchard reported that revenues and expenditures are both in alignment with the prior year. She is seeking another meeting with DEEP to confer with local person who has knowledge of the site. She also noted that the Town has met with the consultant who will be assisting with ARPA planning. Mr. Hull reported on the BOE monthly report and noted that a year-end balance of about \$100,000.

VI. City of West Haven

a. Subcommittee Update

A written update was included in the meeting materials. The Subcommittee reviewed the City's credit card policy. The City also provided a presentation on the Human Resources action plan as well as a comprehensive update on the status of recruitment for open positions. Ms. Kennison also noted that Mr. Cieplinski is no longer the City's Finance Director. Scott Jackson has been hired as the Finance Director.

b. Update: CohnReznick Audit

Ms. Kennison updated the board regarding the status of the CohnReznick audit. No additional information has been provided to the consultant. CohnReznick has begun finalizing the report. The report is expected to be completed by the end of the month. She added that much of the employee payroll information reported as CRF expenditures still has not been reconciled by the City to payroll records provided as backup. Members asked about the implications, which are that some reported expenditures may be disallowed as CRF expenses.

c. Review and discussion: Monthly Financial Report: January 2022

An overview of the monthly financial report was provided. The year-end projections for each of the three funds have not changed materially since the prior month report. The City continues to project a General Fund surplus of about \$1.46 million for FY 2022 driven in part by the higher than budgeted PILOT revenues. The Allingtown Fire Fund is projected to end the year with a \$946,000 surplus. The Sewer Fund is projected to end the year with a deficit of about (\$463,000). Members also discussed high insurance claims activity in the Sewer Fund.

d. Review and discussion: Non-Labor Contracts:

i. Greenskies Clean Energy – Solar Power and Services Agreement

Two agreements were presented with Greenskies Clean Energy to install solar panels at two sites, City Hall and the Police Department. The agreement also entails providing the City with solar energy at a cost of 12.09 cents per kilowatt hour.

VII. Other Business

There was no other business.

VIII. Adjourn

Mr. Biller made a motion to adjourn, with a second by Ms. Shaw. All voted in favor. The meeting adjourned at 11:34 AM.

**DRAFT**  
STATE OF CONNECTICUT  
MUNICIPAL ACCOUNTABILITY REVIEW BOARD  
**SPECIAL MEETING MINUTES**

**Meeting Date and Time:** Tuesday, March 29, 2022, 1:00 PM –2:30 PM

**Meeting Location:** This was a virtual meeting. Meeting materials can be found at <https://portal.ct.gov/OPM/Marb/Full-Board-Meetings-and-Materials>

**Call-in Instructions:** Telephone 1 860-840-2075  
Meeting ID: 573 529 840

**Members in Attendance:** Secretary Beckham, Christine Shaw (State Treasurer designee), Matthew Brokman, Patrick Egan, Stephen Falcigno, Thomas Hamilton, Mark Waxenberg, Robert White

**OPM Staff in Attendance:** Kimberly Kennison, Bill Plummer, Julian Freund

Guests in Attendance: Vincent Toppi (CohnReznick), Melissa Ferrucci (CohnReznick), John Hagan (CohnReznick)

I. Call to Order & Opening Remarks by Secretary Jeff Beckham and Treasurer Shawn Wooden

The meeting was called to order at 1:05 PM.

II. Executive Session pursuant to Connecticut General Statutes section 1-200(6)(E), section 1-210(b)(1) and section 1-225(f), for the purpose of reviewing a draft report of the City of West Haven’s use of Covid Relief Funds and draft recommendations for remedial action.

Mr. Egan made a motion to enter executive session pursuant to Connecticut General Statutes section 1-200(6)(E), section 1-210(b)(1) and section 1-225(f), for the purpose of reviewing a draft report of the City of West Haven’s use of Covid Relief Funds and draft recommendations for remedial action. Mr. Falcigno seconded the motion. The motion passed 8-0-0.

Members returned from executive session at 3:46 PM. No further actions were taken.

III. Adjourn

Mr. Brokman made a motion to adjourn with a second by Ms. Shaw. The meeting adjourned at 3:48 PM.

**DRAFT**  
STATE OF CONNECTICUT  
MUNICIPAL ACCOUNTABILITY REVIEW BOARD  
**SPECIAL MEETING MINUTES**

**Meeting Date and Time:** Friday, April 1, 2022, 10:00 AM –12:00 PM

**Meeting Location:** This was a virtual meeting. Meeting materials can be found at <https://portal.ct.gov/OPM/Marb/Full-Board-Meetings-and-Materials>

**Call-in Instructions:** Telephone 1 860-840-2075  
Meeting ID: 690 608 866

**Members in Attendance:** Secretary Beckham, Christine Shaw (State Treasurer designee), Matthew Brokman, David Biller, Patrick Egan, Stephen Falcigno, Thomas Hamilton, Mark Waxenberg, Robert White

**OPM Staff in Attendance:** Kimberly Kennison, Bill Plummer, Julian Freund

**Guests in Attendance:** Vincent Toppi (CohnReznick), Melissa Ferrucci (CohnReznick), John Hagan (CohnReznick)

I. Call to Order & Opening Remarks by Secretary Jeff Beckham and Treasurer Shawn Wooden

The meeting was called to order at 10:02 AM.

II. Executive Session pursuant to Connecticut General Statutes section 1-200(6)(E), section 1-210(b)(1) and section 1-225(f), for the purpose of reviewing a draft report of the City of West Haven’s use of Covid Relief Funds and draft recommendations for remedial action.

Mr. White made a motion to enter executive session pursuant to Connecticut General Statutes section 1-200(6)(E), section 1-210(b)(1) and section 1-225(f), for the purpose of reviewing a draft report of the City of West Haven’s use of Covid Relief Funds and draft recommendations for remedial action. Mr. Biller seconded the motion. The motion passed 9-0-0.

Members returned from executive session at 11:52 AM.

III. Review, discussion, and possible action: Consideration of report of the City of West Haven’s use of Covid Relief funds and draft recommendations for remedial action.

Secretary Beckham explained that during executive session, the board reviewed the report and discussed clarifications and questions with the consultant. The consultant will make final edits and clarifications and finalize the report today.

Mr. Egan made a motion, with a second by Mr. Biller, to accept the final report on the City of West Haven's use of Covid Relief Funds, and to recommend release of the report to the public once edits and clarifications are complete. The motion passed by a vote of 9-0-0.

Mr. Beckham noted that a draft set of recommendations prepared at the request of the board will also be distributed and the board will schedule a meeting on April 5 to discuss the recommendations.

#### IV. Adjourn

Mr. White made a motion to adjourn with a second by Mr. Falcigno. The meeting adjourned at 11:55 AM.



**DRAFT**  
STATE OF CONNECTICUT  
MUNICIPAL ACCOUNTABILITY REVIEW BOARD  
**SPECIAL MEETING MINUTES**

**Meeting Date and Time:** Tuesday, April 5, 2022, 10:00 AM –12:00 PM

**Meeting Location:** This was a virtual meeting. Meeting materials can be found at <https://portal.ct.gov/OPM/Marb/Full-Board-Meetings-and-Materials>

**Call-in Instructions:** Telephone 1 860-840-2075  
Meeting ID: 949 122 568

Members in Attendance: Secretary Beckham, Christine Shaw (State Treasurer designee), David Biller, Matthew Brokman, Patrick Egan, Stephen Falcigno (exited prior to votes under item II), Thomas Hamilton, Sal Luciano (exited prior to votes under item II), Mark Waxenberg, Robert White

City Officials in Attendance: Mayor Rossi, Scott Jackson

OPM Staff in Attendance: Gareth Bye, Julian Freund

I. Call to Order & Opening Remarks by Secretary Jeff Beckham and Treasurer Shawn Wooden

The meeting was called to order by Secretary Beckham at 10:03 AM. Ms. Shaw read a statement from State Treasurer Wooden on his behalf. “The external audit of the City of West Haven's spending of COVID-relief funds is complete, and confirms what we've known for some time: that the City has yet to address the persistent weaknesses in its financial structure. After years of oversight from the Municipal Accountability Review Board, and inadequate progress toward resolving these weaknesses, it is clear that greater state control over the City's finances is necessary in order to restore confidence that West Haven can effectively manage its own financial affairs.”

II. Review, discussion, and possible action: Draft Staff Recommendations for Corrective Actions Regarding City of West Haven.

Members discussed a draft set of recommendations for corrective actions for the City of West Haven. The recommendations are a starting point for consideration and are not an exhaustive list of measures that could be taken. Support was expressed by members for advancing with the steps for considering a Tier IV designation. Other measures in the suggested corrective actions can be addressed concurrently with Tier IV.

Mayor Rossi and Finance Director Scott Jackson described steps the City is taking to address findings and open positions.

Mr. Egan made a motion to include consideration of designation of City of West Haven to Tier IV pursuant to CGS Section 7-576e on the agenda of the April 14 MARB meeting. The motion was seconded by Ms. Shaw. The motion passed by a vote of 8-0-0.

Mr. Egan made a motion to advise OPM to invite City of West Haven officials to the April 14 MARB meeting for the purpose of considering designation to Tier IV pursuant to CGS Section 7-576e. The motion was seconded by Mr. Biller. The motion passed by a vote of 8-0-0.

III. Adjourn

Mr. Egan made a motion to adjourn with a second by Mr. Biller. The meeting adjourned at 11:14 AM.

**MEMORANDUM  
MUNICIPAL ACCOUNTABILITY REVIEW BOARD**

**To:** Municipal Accountability Review Board  
**From:** Julian Freund  
**Subject:** Update on Sprague Subcommittee  
**Date:** April 8, 2022

The Sprague Subcommittee met on March 24, 2022.

Recommended FY 2023 Budget: The First Selectman's Recommended Budget for FY 2023 was presented and reviewed. The recommended budget provides for a 1.8% increase in revenues and a 3.1% increase in expenditures. Key elements of the recommended budget are summarized below:

- Increase in revenues is attributable primarily to a 5% increase in the grand list
- Mill rate increases from 36.0 to 36.5
- Grand list growth is sufficient to fund projected expenditures at current mill rate
  - Mill rate increase is proposed in order to remain consistent with 5-Year Plan
  - Additional revenue from mill increase will help to begin funding costs related to Paper Mill Pond dam
- Recommended budget continues process of eliminating deficit in Capital Non-Recurring Fund

The Sprague Board of Finance will review and possibly amend the budget before releasing their recommended budget and scheduling a public hearing. Following the public hearing, the Board of Finance may make further adjustments to the recommended budget before submitting the budget for consideration at either a Town Meeting or by referendum. MARB action on the budget would likely occur at its regular meeting in May based on the budget the Board of Finance submits to the Town Meeting or referendum.

Status Updates: The Town updated the Subcommittee on several financial and related matters:

- Financial Policies and Procedures: The Town has finalized a set of policies and procedures which will be submitted to the Board of Selectmen for adoption at their next meeting.
- FY 2021 Audit: An extension to the end of April has been requested and approved.
- ARPA Funding: Planning for IT improvements are underway. The Town's first report to U.S. Treasury is due in April.

\* The next meeting of the Sprague Subcommittee is April 28th.

## Town of Sprague Budget Status as of February 28, 2022

### Summary

As of the end of February 2022, total revenues collected are 80% of the FY 2021/22 budgeted amount. This is on par with total revenues collected for the same period in FY 2020/2021 which were 79% of the total budgeted amount as well.

Total expenditures as of February 2022 are at 64% of budget. This is slightly higher (5%) than expenditures for the same period in FY 2020/21 which were at 59% of the budget.

<i>Budget Category</i>	FY 2021/2022		Year to Date %	Same Period Prior Year
	Budget	Year to Date		
Property Taxes	6,241,789	6,166,031	99%	95%
State Education Grants	2,668,094	1,337,632	50%	50%
Other State Grants	582,822	182,867	31%	28%
Other Revenue	320,158	171,059	53%	124%
<b>Total General Fund Revenues</b>	<b>9,812,863</b>	<b>7,857,589</b>	<b>80%</b>	<b>79%</b>
Town/Municipal Expenditures	2,846,888	1,896,128	67%	66%
Board of Education Expenditures	6,787,139	4,268,180	63%	56%
<b>Total General Fund Expenditures</b>	<b>9,634,027</b>	<b>6,164,308</b>	<b>64%</b>	<b>59%</b>

The attached Budget vs. Actual report provides a detailed report of all revenues and expenditures as of the end of January. At this time, no significant variances are projected for either revenues or expenditures.

### Revenues

Property Taxes are the largest revenue source to the Town, representing 63.6% of total revenues. Collections on Property Taxes for the period to February 28th, 2022 of the current fiscal year are at 99% of the budgeted amount. This is slightly higher than the prior year collections which were at 95% in FY21.

State Grants make up 33.1% of total budgeted revenues. State funds received to date total \$1,520,499 or 47% of its State grant revenue. This is on par with State funds received in the same prior year period (46%).

The remaining revenue sources include interest income, fees, permits and miscellaneous revenue. In the aggregate, these sources comprise approximately 3.3% of total budgeted revenues. Current year collections on these sources total \$171,059 and are at 53% of the total budgeted amount compared to 124% in prior year period. The large differential between the fiscal years collection percentage is mainly due to (1) the current year budgeted addition of the transfer in of capitalized interest for the new GO bond, which has not been physically transferred in as of February 28<sup>th</sup> and (2) multiple COVID reimbursement monies being received in December of the prior year. Additionally, current year local fees and permits are significantly down in comparison to the prior fiscal year due to less residential construction and home sales in FY22.

## **Expenditures**

Departmental and other operating expenditures as of February 2022 tend to range between 55% and 70% with a few exceptions where year-to-date expenditures don't fall into that range. In most cases, Town current year expenditures are comparable to last fiscal year's expenditures for the same period with the exception of the following few outliers: Town Counsel expenditures are approximately 97% higher due to an ongoing legal case, Town repairs and renovations expenditures are approximately \$10,595 higher due to a building sewer issue because of old pipes and Fire Department expenses are approximately 18% lower due to less training and vehicle maintenance in the current year.

Payments for memberships on regional agencies (85% year-to-date), insurance premiums (60% year-to-date) and maintenance contracts (64% year-to-date) tend to be invoiced in one or several installments. Similarly, payments on bond principal (85% year-to-date) and interest (94% year-to-date) are scheduled payments that do not necessarily occur evenly throughout the fiscal year.

Year to date expenditures by the Board of Education total \$4,268,180 or 63% of total budget. For the same period last fiscal year, Board of Education expenditures were 56% of budget. (Differences between the education expenditures between the Town report and the Board of Education report are due to timing and recording of grant-related expenditures/revenues.)

**Town of Sprague**  
**BOF Budget vs. Actual**  
**with YE estimated totals**  
**July 2021 through February 2022**

	Prior Three Months Totals			Current Year Totals				Comparison	Estimated Year-End Totals				
	Dec 2021	Jan 2022	Feb 2022	Budget	Year to Date	\$ Remaining	% of Budget		Same Period PY %	Year-End Est.	Budget	\$ Remaining	% of Budget
<b>Ordinary Income/Expense</b>													
<b>Income</b>													
5000 - Taxes													
5000-1 - Current Taxes	559,887	1,723,053	117,191	5,801,039	5,754,308	(46,731)	99%	96%	5,801,039	5,801,039	-	100%	
5000-2 - Current Interest & Lien Fees	1,806	1,381	5,254	20,000	18,016	(1,984)	90%	43%	20,000	20,000	-	100%	
5000-3 - Prior Year Tax	11,851	11,033	4,538	125,000	91,322	(33,678)	73%	62%	125,000	125,000	-	100%	
5000-4 - Prior Year Interest/Lien Fees	3,088	3,260	2,112	35,000	25,765	(9,235)	74%	56%	35,000	35,000	-	100%	
5000-5 - Current Supp MV Tax	229	62,291	11,825	72,000	79,761	7,761	111%	74%	72,000	72,000	-	100%	
5000-6 - Firefighter Tax Abatement	-	-	-	(11,250)	1	11,251	0%	0%	(11,250)	(11,250)	-	100%	
5000-7 - PILOT Solar Farm	-	-	-	200,000	200,000	-	100%	100%	200,000	200,000	-	100%	
5000-8 - Tax & Applic. Refunds (contra)	(1,736)	-	(65)	-	(2,827)	(2,827)	100%	100%	(2,827)	-	(2,827)	100%	
5000-9 - Tax Overpymnts Ret'd (contra)	-	-	(22)	-	(315)	(315)	100%	100%	(315)	-	(315)	100%	
<b>Total 5000 - Taxes</b>	<b>575,125</b>	<b>1,801,018</b>	<b>140,833</b>	<b>6,241,789</b>	<b>6,166,031</b>	<b>(75,758)</b>	<b>99%</b>	<b>95%</b>	<b>6,238,647</b>	<b>6,241,789</b>	<b>(3,142)</b>	<b>100%</b>	
5100 - State Grants-School													
5100-1 - ECS - Assis. to Towns for Educ.	-	668,816	-	2,668,094	1,337,632	(1,330,462)	50%	50%	2,668,094	2,668,094	-	100%	
<b>Total 5100 - State Grants-School</b>	<b>-</b>	<b>668,816</b>	<b>-</b>	<b>2,668,094</b>	<b>1,337,632</b>	<b>(1,330,462)</b>	<b>50%</b>	<b>50%</b>	<b>2,668,094</b>	<b>2,668,094</b>	<b>-</b>	<b>100%</b>	
5200 - State Grants-Local													
5200-1 - Telecomm. Property Tax Grant	-	-	-	5,221	-	(5,221)	0%	0%	5,221	5,221	-	100%	
5200-10 - Judicial 10th Circuit Court	-	235	-	1,000	495	(505)	50%	10%	1,000	1,000	-	100%	
5200-11 - SLA - Emergency Mgmt. Agency	-	-	-	2,800	-	(2,800)	0%	0%	2,800	2,800	-	100%	
5200-13 - St. Police O/T	-	-	-	-	-	-	0%	0%	-	-	-	0%	
5200-14 - Town Aid Roads	-	76,080	-	152,349	152,160	(189)	100%	100%	152,349	152,349	-	100%	
5200-16 - Elderly & Disabled Transp Grant	-	-	-	8,543	-	(8,543)	0%	0%	8,543	8,543	-	100%	
5200-2 - Municipal Rev Sharing-Muni Proj	7,681	-	-	386,528	7,681	(378,847)	2%	0%	386,528	386,528	-	100%	
5200-4 - PILOT - State Property	-	-	-	6,156	14,278	8,122	232%	100%	14,278	6,156	8,122	232%	
5200-5 - Mashantucket Pequot Grant	5,826	-	-	17,479	5,826	(11,653)	33%	33%	17,479	17,479	-	100%	
5200-6 - Veterans Tax Relief	1,728	-	-	1,876	1,728	(148)	92%	100%	1,876	1,876	-	100%	
5200-7 - Disability Exemption Reimb.	699	-	-	870	699	(171)	80%	77%	870	870	-	100%	
<b>Total 5200 - State Grants-Local</b>	<b>15,934</b>	<b>76,315</b>	<b>-</b>	<b>582,822</b>	<b>182,867</b>	<b>(399,955)</b>	<b>31%</b>	<b>28%</b>	<b>590,944</b>	<b>582,822</b>	<b>8,122</b>	<b>101%</b>	
5300 - Local Revenues													
5300-1 - Interest Income	100	136	275	3,000	1,699	(1,301)	57%	31%	3,000	3,000	-	100%	
5300-10 - Permit Fees, P&Z, Inland & Wetl	67	-	-	3,500	430	(3,070)	12%	33%	3,500	3,500	-	100%	
5300-13 - Landfill Receipts	1,163	1,369	-	23,000	9,182	(13,818)	40%	63%	23,000	23,000	-	100%	
5300-14 - Newsletter Ads	-	100	-	2,000	240	(1,760)	12%	72%	2,000	2,000	-	100%	
5300-15 - Marriage Licenses	16	16	-	150	144	(6)	96%	85%	150	150	-	100%	
5300-16 - Sportsmans Licenses	6	13	12	150	56	(94)	37%	35%	150	150	-	100%	
5300-17 - Farmland Preservation	111	90	87	950	693	(257)	73%	79%	950	950	-	100%	
5300-2 - Licenses,Burial, Crem, Pis, Liq	15	70	70	1,000	735	(265)	74%	220%	1,000	1,000	-	100%	
5300-3 - Building Inspector Fees	2,580	627	370	25,000	10,682	(14,318)	43%	163%	25,000	25,000	-	100%	
5300-4 - Dog License Fees	-	11	4	1,500	274	(1,226)	18%	34%	1,500	1,500	-	100%	
5300-5 - Sundry Receipts, faxes, etc	8	9	20	400	73	(327)	18%	44%	400	400	-	100%	
5300-6 - Recording Land Rec,maps, trade	2,306	1,934	1,081	10,000	12,798	2,798	128%	125%	13,000	10,000	3,000	130%	
5300-8 - Conveyance Tax	7,250	3,584	3,066	17,000	25,535	8,535	150%	156%	24,000	17,000	7,000	141%	
5300-9 - Copies	510	367	391	5,000	4,547	(453)	91%	71%	5,000	5,000	-	100%	
<b>Total 5300 - Local Revenues</b>	<b>14,132</b>	<b>8,326</b>	<b>5,376</b>	<b>92,650</b>	<b>67,088</b>	<b>(25,562)</b>	<b>72%</b>	<b>114%</b>	<b>102,650</b>	<b>92,650</b>	<b>10,000</b>	<b>111%</b>	
5400 - Misc Revenues													
5400-1 - Trans. Subsidy from SCRRA	-	-	-	2,000	-	(2,000)	0%	0%	2,000	2,000	-	100%	
5400-5 - Other Revenues	200	370	-	-	8,810	8,810	100%	100%	8,810	-	8,810	100%	
5400-6 - Waste Management	10,995	4,655	-	52,000	28,106	(23,894)	54%	52%	52,000	52,000	-	100%	
<b>Total 5400 - Misc Revenues</b>	<b>11,195</b>	<b>5,025</b>	<b>-</b>	<b>54,000</b>	<b>36,916</b>	<b>(17,084)</b>	<b>68%</b>	<b>183%</b>	<b>62,810</b>	<b>54,000</b>	<b>8,810</b>	<b>116%</b>	
5500-3 - Resv. Dam Proj. - Prinp. S&W	-	-	-	45,000	45,000	-	100%	100%	45,000	45,000	-	100%	
5500-4 - Resv. Dam Proj. - Int. W & S	-	-	-	23,508	22,055	(1,453)	94%	100%	23,508	23,508	-	100%	
5800 - Transfer in of Capitalized Interest for Bond	-	-	-	105,000	-	(105,000)	0%	0%	105,000	105,000	-	100%	
<b>Total Income</b>	<b>616,386</b>	<b>2,559,500</b>	<b>146,209</b>	<b>9,812,863</b>	<b>7,857,589</b>	<b>(1,955,274)</b>	<b>80%</b>	<b>79%</b>	<b>9,836,653</b>	<b>9,812,863</b>	<b>23,790</b>	<b>100%</b>	
<b>Gross Profit</b>	<b>616,386</b>	<b>2,559,500</b>	<b>146,209</b>	<b>9,812,863</b>	<b>7,857,589</b>	<b>(1,955,274)</b>	<b>80%</b>	<b>79%</b>	<b>9,836,653</b>	<b>9,812,863</b>	<b>23,790</b>	<b>100%</b>	

**Town of Sprague**  
**BOF Budget vs. Actual**  
**with YE estimated totals**  
 July 2021 through February 2022

	Prior Three Months Totals			Current Year Totals				Comparison	Estimated Year-End Totals				
	Dec 2021	Jan 2022	Feb 2022	Budget	Year to Date	\$ Remaining	% of Budget		Same Period PY %	Year-End Est.	Budget	\$ Remaining	% of Budget
<b>Expense</b>													
<b>6000 · Board of Selectmen</b>													
6000-1 · First Selectman	4,534	3,023	3,023	40,804	27,206	(13,598)	67%	69%	40,804	40,804	-	100%	
6000-2 · Selectman 2	100	100	100	1,200	800	(400)	67%	67%	1,200	1,200	-	100%	
6000-3 · Selectman 3	100	100	100	1,200	800	(400)	67%	67%	1,200	1,200	-	100%	
6000-4 · Selectman Office Sup, Misc.	364	5	50	1,260	1,305	45	104%	89%	1,260	1,260	-	100%	
6000-5 · Selectman - Mileage	74	-	-	1,000	74	(926)	7%	0%	1,000	1,000	-	100%	
6000-6 · Selectman Executive Assistant	4,200	2,800	2,800	36,400	27,029	(9,371)	74%	69%	36,400	36,400	-	100%	
6000-7 · Stipend Add'l Brd Participation	-	-	-	-	-	-	0%	0%	-	-	-	0%	
<b>Total 6000 · Board of Selectmen</b>	<b>9,372</b>	<b>6,028</b>	<b>6,073</b>	<b>81,864</b>	<b>57,214</b>	<b>(24,650)</b>	<b>70%</b>	<b>68%</b>	<b>81,864</b>	<b>81,864</b>	<b>-</b>	<b>100%</b>	
<b>6005 · Elections</b>													
6005-1 · Election Salaries	324	232	286	6,409	2,899	(3,510)	45%	67%	6,409	6,409	-	100%	
6005-2 · Election Misc.	-	19	432	14,141	5,890	(8,251)	42%	70%	14,141	14,141	-	100%	
<b>Total 6005 · Elections</b>	<b>324</b>	<b>251</b>	<b>718</b>	<b>20,550</b>	<b>8,789</b>	<b>(11,761)</b>	<b>43%</b>	<b>69%</b>	<b>20,550</b>	<b>20,550</b>	<b>-</b>	<b>100%</b>	
<b>6010 · Board of Finance</b>													
6010-2 · BOF - Town Rpt, Sup.	-	-	-	188	-	(188)	0%	0%	188	188	-	100%	
<b>Total 6010 · Board of Finance</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>188</b>	<b>-</b>	<b>(188)</b>	<b>0%</b>	<b>0%</b>	<b>188</b>	<b>188</b>	<b>-</b>	<b>100%</b>	
<b>6011 · Auditing</b>													
6011 · Auditing	-	-	15,500	23,200	15,500	(7,700)	67%	0%	23,200	23,200	-	100%	
<b>6012 · Bookkeeper</b>													
6012-1 · Bookkeeper - Salary	3,275	2,531	2,265	28,777	20,081	(8,696)	70%	70%	28,777	28,777	-	100%	
6012-2 · Bookkeeper-Support	-	-	-	900	-	(900)	0%	2%	900	900	-	100%	
<b>Total 6012 · Bookkeeper</b>	<b>3,275</b>	<b>2,531</b>	<b>2,265</b>	<b>29,677</b>	<b>20,081</b>	<b>(9,596)</b>	<b>68%</b>	<b>68%</b>	<b>29,677</b>	<b>29,677</b>	<b>-</b>	<b>100%</b>	
<b>6015 · Assessors</b>													
6015-1 · Assessors, Salary	2,487	1,658	1,658	22,387	14,922	(7,465)	67%	69%	22,387	22,387	-	100%	
6015-4 · Assessors, Travel Expense	-	-	300	300	300	-	100%	100%	300	300	-	100%	
6015-5 · Assessors, Sch,Wrkshp, Seminars	-	-	-	100	-	(100)	0%	9%	100	100	-	100%	
6015-6 · Assess. Misc. Supplies, Postage	-	30	43	1,500	520	(980)	35%	100%	1,500	1,500	-	100%	
6015-7 · Assess. Map upds, Pric.Manuls	-	-	-	1,000	-	(1,000)	0%	0%	1,000	1,000	-	100%	
<b>Total 6015 · Assessors</b>	<b>2,487</b>	<b>1,688</b>	<b>2,001</b>	<b>25,287</b>	<b>15,742</b>	<b>(9,545)</b>	<b>62%</b>	<b>68%</b>	<b>25,287</b>	<b>25,287</b>	<b>-</b>	<b>100%</b>	
<b>6025 · Tax Collector</b>													
6025-1 · Tax Collector, Salary	3,007	2,005	2,004	27,065	17,929	(9,136)	66%	69%	27,065	27,065	-	100%	
6025-4 · Tax Collector Misc. Sup. Sch.	8	75	92	700	225	(475)	32%	28%	700	700	-	100%	
6025-5 · Tax Collector, Postage	134	-	-	200	134	(66)	67%	8%	200	200	-	100%	
<b>Total 6025 · Tax Collector</b>	<b>3,149</b>	<b>2,080</b>	<b>2,096</b>	<b>27,965</b>	<b>18,288</b>	<b>(9,677)</b>	<b>65%</b>	<b>65%</b>	<b>27,965</b>	<b>27,965</b>	<b>-</b>	<b>100%</b>	
<b>6030 · Town Treasurer</b>													
6030 · Town Treasurer	200	200	200	2,400	1,600	(800)	67%	67%	2,400	2,400	-	100%	
<b>6035 · Town Counsel &amp; Financial Advisr</b>													
6035-1 · Town Counsel	15,251	-	-	20,000	26,924	6,924	135%	38%	30,000	20,000	10,000	150%	
6035-2 · Financial Advisor	-	-	-	7,000	-	(7,000)	0%	0%	7,000	7,000	-	100%	
<b>Total 6035 · Town Counsel &amp; Financial Advisr</b>	<b>15,251</b>	<b>-</b>	<b>-</b>	<b>27,000</b>	<b>26,924</b>	<b>(76)</b>	<b>100%</b>	<b>28%</b>	<b>37,000</b>	<b>27,000</b>	<b>10,000</b>	<b>137%</b>	
<b>6040 · Town Clerk</b>													
6040-1 · Town Clerk, Salary	5,618	3,745	3,745	50,558	33,706	(16,852)	67%	69%	50,558	50,558	-	100%	
6040-2 · Town Clerk, Office Sup, Misc.	10	361	188	1,463	849	(614)	58%	55%	1,463	1,463	-	100%	
6040-3 · Town Clerk, Dog Licenses	-	-	-	350	-	(350)	0%	0%	350	350	-	100%	
6040-4 · Town Clerk, School	200	103	278	900	1,156	256	128%	34%	900	900	-	100%	
6040-5 · Town Clerk, Microfm(Security)	-	-	-	400	-	(400)	0%	0%	400	400	-	100%	
<b>Total 6040 · Town Clerk</b>	<b>5,828</b>	<b>4,209</b>	<b>4,211</b>	<b>53,671</b>	<b>35,711</b>	<b>(17,960)</b>	<b>67%</b>	<b>67%</b>	<b>53,671</b>	<b>53,671</b>	<b>-</b>	<b>100%</b>	
<b>6045 · Telephone Services/DSL/Website</b>													
6045 · Telephone Services/DSL/Website	1,686	1,000	276	12,056	7,208	(4,848)	60%	67%	12,056	12,056	-	100%	
<b>6050 · Pool Secretaries</b>													
6050-1 · Pool Sec,Salary-Asst Town Clerk	2,742	1,835	1,796	23,850	16,377	(7,473)	69%	65%	23,850	23,850	-	100%	
6050-2 · Pool Sec, Salary-Land Use Clerk	4,148	2,762	2,791	35,519	24,683	(10,836)	69%	69%	35,519	35,519	-	100%	
<b>Total 6050 · Pool Secretaries</b>	<b>6,890</b>	<b>4,597</b>	<b>4,587</b>	<b>59,369</b>	<b>41,060</b>	<b>(18,309)</b>	<b>69%</b>	<b>67%</b>	<b>59,369</b>	<b>59,369</b>	<b>-</b>	<b>100%</b>	
<b>6055 · Town Off. Bldg.</b>													
6055-1 · Town Off. Bldg.Janitorial Serv	1,548	-	790	9,822	5,434	(4,388)	55%	54%	9,822	9,822	-	100%	
6055-2 · Town Off. Bldg. Sup. Maint.	199	(38)	107	2,000	734	(1,266)	37%	42%	2,000	2,000	-	100%	
6055-3 · Town Off/Sen.Ctr.- Bldg.Heat	2,434	(358)	4,027	11,000	7,247	(3,753)	66%	42%	11,000	11,000	-	100%	
6055-4 · Town Off Bldg/Sen Ctr - Lights	1,883	1,099	1,143	9,700	7,613	(2,087)	78%	79%	9,700	9,700	-	100%	
6055-5 · Town Off. Bldg. rpr & renov.	950	354	402	5,000	14,053	9,053	281%	69%	14,053	5,000	9,053	281%	
<b>Total 6055 · Town Off. Bldg.</b>	<b>7,014</b>	<b>1,057</b>	<b>6,469</b>	<b>37,522</b>	<b>35,081</b>	<b>(2,441)</b>	<b>93%</b>	<b>58%</b>	<b>46,575</b>	<b>37,522</b>	<b>9,053</b>	<b>124%</b>	

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<b>6100 · P &amp; Z Comm.</b>													
6100-1 · P & Z Comm. Encf. Off.	819	546	546	7,370	4,914	(2,456)	67%	69%	7,370	7,370	-	100%	
6100-2 · P & Z Comm. Planner	-	3,886	1,975	11,500	7,951	(3,549)	69%	29%	11,500	11,500	-	100%	
<b>Total 6100 · P &amp; Z Comm.</b>	<b>819</b>	<b>4,432</b>	<b>2,521</b>	<b>18,870</b>	<b>12,865</b>	<b>(6,005)</b>	<b>68%</b>	<b>43%</b>	<b>18,870</b>	<b>18,870</b>	<b>-</b>	<b>100%</b>	
6111 · Land Use Miscellaneous	-	168	199	500	370	(130)	74%	35%	500	500	-	100%	
6115 · Ec. Devel.	-	-	-	225	225	-	100%	25%	225	225	-	100%	
<b>6120 · Conservation Commission</b>													
6120-2 · Training workshop	-	-	-	100	-	(100)	0%	0%	100	100	-	100%	
6120-4 · Miscellaneous	267	-	32	1,000	299	(701)	30%	29%	1,000	1,000	-	100%	
<b>Total 6120 · Conservation Commission</b>	<b>267</b>	<b>-</b>	<b>32</b>	<b>1,100</b>	<b>299</b>	<b>(801)</b>	<b>27%</b>	<b>26%</b>	<b>1,100</b>	<b>1,100</b>	<b>-</b>	<b>100%</b>	
6150 · Conservation Wetlands Enf Off	220	360	400	7,000	2,460	(4,540)	35%	68%	7,000	7,000	-	100%	
<b>6200 · Highways</b>													
6200-1 · Highways, General Maintenance	5,562	5,321	5,912	45,000	28,724	(16,276)	64%	68%	45,000	45,000	-	100%	
6200-10 · Drug & Alcohol Testing	-	-	-	500	200	(300)	40%	90%	500	500	-	100%	
6200-2 · Highways, Public Works Salary	24,823	14,567	16,425	229,330	147,146	(82,184)	64%	75%	229,330	229,330	-	100%	
6200-3 · Highways, Misc. o/t labor.	2,788	4,608	10,803	26,200	20,745	(5,455)	79%	65%	26,200	26,200	-	100%	
6200-4 · Boots - Highways	-	-	106	2,500	945	(1,555)	38%	35%	2,500	2,500	-	100%	
6200-5 · Storm Materials	7,237	-	11	27,500	11,357	(16,143)	41%	74%	27,500	27,500	-	100%	
6200-6 · Highways, Roadway Mgmt.	246	108	120	40,000	72,495	32,495	181%	63%	75,000	40,000	35,000	188%	
6200-7 · Highways, Town Garage	199	475	569	8,000	1,792	(6,208)	22%	69%	8,000	8,000	-	100%	
6200-8 · Stormwater Permit Fees(Phasell)	-	-	-	8,500	-	(8,500)	0%	0%	8,500	8,500	-	100%	
<b>Total 6200 · Highways</b>	<b>40,855</b>	<b>25,079</b>	<b>33,946</b>	<b>387,530</b>	<b>283,404</b>	<b>(104,126)</b>	<b>73%</b>	<b>70%</b>	<b>422,530</b>	<b>387,530</b>	<b>35,000</b>	<b>109%</b>	
<b>6202 · Tree Maintenance</b>													
6202-1 · Tree Warden	1,125	-	-	2,250	1,125	(1,125)	50%	50%	2,250	2,250	-	100%	
6202-2 · Tree Warden- Training Seminars	215	(30)	-	350	185	(165)	53%	49%	350	350	-	100%	
6202-3 · Tree Pruning, Removal, Replacme	464	-	-	12,000	4,073	(7,927)	34%	44%	12,000	12,000	-	100%	
6202-4 · Tree Warden Mileage	171	-	-	400	171	(229)	43%	46%	400	400	-	100%	
<b>Total 6202 · Tree Maintenance</b>	<b>1,975</b>	<b>(30)</b>	<b>-</b>	<b>15,000</b>	<b>5,554</b>	<b>(9,446)</b>	<b>37%</b>	<b>45%</b>	<b>15,000</b>	<b>15,000</b>	<b>-</b>	<b>100%</b>	
6205 · Street Lighting	1,625	1,460	1,458	18,500	10,440	(8,060)	56%	64%	18,500	18,500	-	100%	
6300 · Social Security	6,073	4,042	4,676	56,184	35,887	(20,297)	64%	64%	56,184	56,184	-	100%	
6310 · Deferred Compensation	2,526	1,263	1,263	15,421	11,458	(3,963)	74%	69%	15,421	15,421	-	100%	
<b>6400 · Regional Agencies</b>													
6400-1 · Reg. Agency - TVCCA	-	-	-	1,000	1,000	-	100%	100%	1,000	1,000	-	100%	
6400-10 · RegAgency-SSAC of Eastern CT	-	-	-	300	300	-	100%	100%	300	300	-	100%	
6400-11 · RegAg-SE CT Enterpr Reg	-	-	-	1,044	1,044	-	100%	92%	1,044	1,044	-	100%	
6400-12 · RegAgcy-Regional Animal Control	-	-	-	9,006	9,006	-	100%	100%	9,006	9,006	-	100%	
6400-2 · Reg. Agency - Cncl. of Gvnt	-	-	-	1,641	1,641	-	100%	100%	1,641	1,641	-	100%	
6400-3 · Reg. Agency - Soil/Wtr. Con.	-	-	300	300	300	-	100%	100%	300	300	-	100%	
6400-4 · Reg. Agency - Women's Center	-	-	-	250	250	-	100%	100%	250	250	-	100%	
6400-5 · Uncas Health District	-	4,989	-	19,956	14,967	(4,989)	75%	75%	19,956	19,956	-	100%	
6400-6 · Reg. Agency - CCM	-	-	-	2,032	2,032	-	100%	50%	2,032	2,032	-	100%	
6400-7 · Reg. Agency - Norwich PrbCrt	-	-	531	2,124	1,570	(554)	74%	69%	2,124	2,124	-	100%	
6400-8 · Council of Small Towns (COST)	-	-	725	725	725	-	100%	100%	725	725	-	100%	
6400-9 · Quinebaug Walking Weekends	-	-	-	175	-	(175)	0%	100%	175	175	-	100%	
<b>Total 6400 · Regional Agencies</b>	<b>-</b>	<b>4,989</b>	<b>1,556</b>	<b>38,553</b>	<b>32,835</b>	<b>(5,718)</b>	<b>85%</b>	<b>83%</b>	<b>38,553</b>	<b>38,553</b>	<b>-</b>	<b>100%</b>	
<b>6500 · Insurance</b>													
6500-1 · Insurance, General Town	7,287	-	-	41,002	23,715	(17,287)	58%	76%	41,002	41,002	-	100%	
6500-2 · Insurance, Fire Department	4,298	-	-	17,191	12,893	(4,298)	75%	75%	17,191	17,191	-	100%	
6500-4 · Insurance, Water & Sewer Plants	2,055	-	-	8,222	6,165	(2,057)	75%	75%	8,222	8,222	-	100%	
6500-5 · Insurance,CIRMA (Workers Comp)	9,540	-	-	38,205	20,657	(17,548)	54%	67%	38,205	38,205	-	100%	
6500-6 · Insurance, Empl. Medical Ins.	19,084	10,304	10,006	152,368	89,072	(63,296)	58%	68%	152,368	152,368	-	100%	
6500-7 · Employee Insurance Waiver	1,579	537	538	3,950	4,299	349	109%	67%	3,950	3,950	-	100%	
<b>Total 6500 · Insurance</b>	<b>43,843</b>	<b>10,841</b>	<b>10,544</b>	<b>260,938</b>	<b>156,801</b>	<b>(104,137)</b>	<b>60%</b>	<b>69%</b>	<b>260,938</b>	<b>260,938</b>	<b>-</b>	<b>100%</b>	
<b>6600 · Police Department</b>													
6600-1 · Police Dept. Resident Trooper	-	-	-	175,006	-	(175,006)	0%	-12%	175,006	175,006	-	100%	
6600-2 · Police Dept., O/T 50% contra	-	-	-	5,000	-	(5,000)	0%	0%	5,000	5,000	-	100%	
6600-3 · Police Dept. DARE Program	-	-	-	300	-	(300)	0%	0%	300	300	-	100%	
6600-4 · Police Dept., Supplies, Misc.	-	-	-	500	-	(500)	0%	60%	500	500	-	100%	
6600-5 · Police Dept.- Sch. Crs. Guard	696	234	442	3,961	2,640	(1,321)	67%	48%	3,961	3,961	-	100%	
<b>Total 6600 · Police Department</b>	<b>696</b>	<b>234</b>	<b>442</b>	<b>184,767</b>	<b>2,640</b>	<b>(182,127)</b>	<b>1%</b>	<b>-10%</b>	<b>184,767</b>	<b>184,767</b>	<b>-</b>	<b>100%</b>	



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 July 2021 through February 2022

	Prior Three Months Totals			Current Year Totals				Comparison	Estimated Year-End Totals				
	Dec 2021	Jan 2022	Feb 2022	Budget	Year to Date	\$ Remaining	% of Budget		Same Period PY %	Year-End Est.	Budget	\$ Remaining	% of Budget
<b>6605 · Fire Dept.</b>													
6605-1 · Fire Dept., Vehicle Maint.	1,200	-	40	24,000	1,895	(22,105)	8%	95%	24,000	24,000	-	100%	
6605-2 · Fire Dept, Fixed Expenses	8,103	7,116	2,365	36,300	33,189	(3,111)	91%	68%	36,300	36,300	-	100%	
6605-3 · Fire Dept. Truck Supplies	-	-	-	7,550	-	(7,550)	0%	0%	7,550	7,550	-	100%	
6605-4 · Fire Dept., Firehouse Maint.	231	184	125	11,200	3,973	(7,227)	35%	40%	11,200	11,200	-	100%	
6605-5 · Fire Dept., Training	750	-	-	14,500	4,075	(10,425)	28%	39%	14,500	14,500	-	100%	
6605-6 · Fire Dept., Business Exp.	728	-	85	14,140	1,580	(12,560)	11%	22%	14,140	14,140	-	100%	
6605-7 · Fire Dept., Equip. Maint.	244	295	148	12,600	1,442	(11,158)	11%	54%	12,600	12,600	-	100%	
<b>Total 6605 · Fire Dept.</b>	<b>11,256</b>	<b>7,595</b>	<b>2,763</b>	<b>120,290</b>	<b>46,154</b>	<b>(74,136)</b>	<b>38%</b>	<b>56%</b>	<b>120,290</b>	<b>120,290</b>	<b>-</b>	<b>100%</b>	
<b>6610 · Emergency</b>													
6610-1 · Salary Director	-	-	-	2,200	-	(2,200)	0%	0%	2,200	2,200	-	100%	
6610-5 · Training Expense	-	-	-	500	-	(500)	0%	0%	500	500	-	100%	
6610-6 · Equipment Maintenance	-	-	-	830	-	(830)	0%	0%	830	830	-	100%	
6610-8 · Local Emerg. Plan Chair.(LEPC)	-	-	-	500	-	(500)	0%	0%	500	500	-	100%	
<b>Total 6610 · Emergency</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>4,030</b>	<b>-</b>	<b>(4,030)</b>	<b>0%</b>	<b>0%</b>	<b>4,030</b>	<b>4,030</b>	<b>-</b>	<b>100%</b>	
<b>6615 · Fire Marshal/Burning Official</b>													
6615-1 · Fire Marshal/Salary	667	667	667	8,000	5,336	(2,664)	67%	65%	8,000	8,000	-	100%	
6615-2 · Fire Marshal/Off.Exp.Ed.Misc	-	-	-	2,250	-	(2,250)	0%	8%	2,250	2,250	-	100%	
6615-4 · Burning Official - Salary	313	-	-	625	313	(312)	50%	50%	625	625	-	100%	
<b>Total 6615 · Fire Marshal/Burning Official</b>	<b>980</b>	<b>667</b>	<b>667</b>	<b>10,875</b>	<b>5,649</b>	<b>(5,226)</b>	<b>52%</b>	<b>53%</b>	<b>10,875</b>	<b>10,875</b>	<b>-</b>	<b>100%</b>	
<b>6620 · Enf. Off-Bldg.Code</b>													
6620-1 · Enf.Off-Bldg.Code - Salary	2,207	1,471	1,471	19,862	13,240	(6,622)	67%	69%	19,862	19,862	-	100%	
6620-2 · Enf. Off-Bldg.Code - Mileage	-	-	-	800	-	(800)	0%	0%	800	800	-	100%	
6620-3 · Enf.Off-Bldg.Code - Mbrshp.Fee	-	-	-	250	145	(105)	58%	54%	250	250	-	100%	
6620-6 · Enf.Off-Bldg.Code- Ed.Training	-	-	-	250	-	(250)	0%	2%	250	250	-	100%	
6620-7 · Enf.Off-Bldg.Code- Code Vol,Sup	-	-	-	500	3	(497)	1%	0%	500	500	-	100%	
<b>Total 6620 · Enf. Off-Bldg.Code</b>	<b>2,207</b>	<b>1,471</b>	<b>1,471</b>	<b>21,662</b>	<b>13,388</b>	<b>(8,274)</b>	<b>62%</b>	<b>64%</b>	<b>21,662</b>	<b>21,662</b>	<b>-</b>	<b>100%</b>	
<b>6625 · Blight Enforcement Officer</b>													
6625-1 · Blight Enforce. Officer-Salary	302	302	302	3,627	2,416	(1,211)	67%	67%	3,627	3,627	-	100%	
6625-2 · Blight Enforce.Officer-Mileage	-	-	-	150	-	(150)	0%	0%	150	150	-	100%	
6625-3 · Blight Enforce.Officer-Postage	-	-	-	150	69	(81)	46%	0%	150	150	-	100%	
<b>Total 6625 · Blight Enforcement Officer</b>	<b>302</b>	<b>302</b>	<b>302</b>	<b>3,927</b>	<b>2,485</b>	<b>(1,442)</b>	<b>63%</b>	<b>61%</b>	<b>3,927</b>	<b>3,927</b>	<b>-</b>	<b>100%</b>	
<b>6700 · Sanit/Wst Rem.</b>													
6700-2 · Sanit/Wst.Rem,Matls.Misc	610	458	320	5,000	2,615	(2,385)	52%	63%	5,000	5,000	-	100%	
6700-3 · Sanit/Wst.Rem., Recycling	8,759	3,537	3,701	65,000	42,381	(22,619)	65%	59%	65,000	65,000	-	100%	
<b>Total 6700 · Sanit/Wst Rem.</b>	<b>9,369</b>	<b>3,995</b>	<b>4,021</b>	<b>70,000</b>	<b>44,996</b>	<b>(25,004)</b>	<b>64%</b>	<b>59%</b>	<b>70,000</b>	<b>70,000</b>	<b>-</b>	<b>100%</b>	
<b>6702 · Waste Management Exp. (Waste Management)</b>	<b>5,612</b>	<b>6,049</b>	<b>3,518</b>	<b>63,000</b>	<b>43,335</b>	<b>(19,665)</b>	<b>69%</b>	<b>57%</b>	<b>63,000</b>	<b>63,000</b>	<b>-</b>	<b>100%</b>	
<b>6810 · Comm. of Aging</b>													
6810-1 · Comm. on Aging - Salary	3,434	2,289	2,213	29,764	20,419	(9,345)	69%	66%	29,764	29,764	-	100%	
6810-2 · Commission on Aging-Munic Agent	-	-	-	100	-	(100)	0%	15%	100	100	-	100%	
6810-4 · Comm. on Aging - Off sup/misc.	44	832	55	1,200	1,202	2	100%	40%	1,200	1,200	-	100%	
6810-5 · Comm. of Aging - Elevator Contr	213	220	220	2,601	1,718	(883)	66%	66%	2,601	2,601	-	100%	
6810-6 · Comm. of Aging - Programs	246	178	-	2,000	534	(1,466)	27%	11%	2,000	2,000	-	100%	
6810-7 · Comm. of Aging - Van Driver	-	-	-	3,500	-	(3,500)	0%	0%	3,500	3,500	-	100%	
6810-7a · Comm of Aging-Van Dr	2,623	1,584	1,569	20,496	14,607	(5,889)	71%	73%	20,496	20,496	-	100%	
6810-9 · Van Expense, Comm. on Aging	382	540	-	7,000	2,149	(4,851)	31%	21%	7,000	7,000	-	100%	
<b>Total 6810 · Comm. of Aging</b>	<b>6,942</b>	<b>5,643</b>	<b>4,057</b>	<b>66,661</b>	<b>40,629</b>	<b>(26,032)</b>	<b>61%</b>	<b>49%</b>	<b>66,661</b>	<b>66,661</b>	<b>-</b>	<b>100%</b>	
<b>6950 · Capital Project</b>													
6950-1 · Capital Project,Rpr Centr Plnt	-	-	-	6,000	2,513	(3,487)	42%	39%	6,000	6,000	-	100%	
6950-2 · Engineering Fees, Cap. Proj.	2,340	-	-	8,700	2,340	(6,360)	27%	85%	8,700	8,700	-	100%	
<b>Total 6950 · Capital Project</b>	<b>2,340</b>	<b>-</b>	<b>-</b>	<b>14,700</b>	<b>4,853</b>	<b>(9,847)</b>	<b>33%</b>	<b>66%</b>	<b>14,700</b>	<b>14,700</b>	<b>-</b>	<b>100%</b>	
<b>7000 · Parks &amp; Playgrounds</b>													
7003 · Recreation Facilities (BoS)													
7003-2 · Electricity	261	129	129	1,825	1,049	(776)	57%	56%	1,825	1,825	-	100%	
<b>Total 7003 · Recreation Facilities (BoS)</b>	<b>261</b>	<b>129</b>	<b>129</b>	<b>1,825</b>	<b>1,049</b>	<b>(776)</b>	<b>57%</b>	<b>56%</b>	<b>1,825</b>	<b>1,825</b>	<b>-</b>	<b>100%</b>	

**Town of Sprague**  
**BOF Budget vs. Actual**  
**with YE estimated totals**  
 July 2021 through February 2022

	Prior Three Months Totals			Current Year Totals				Comparison	Estimated Year-End Totals				
	Dec 2021	Jan 2022	Feb 2022	Budget	Year to Date	\$ Remaining	% of Budget		Same Period PY %	Year-End Est.	Budget	\$ Remaining	% of Budget
<b>7004 · Recreation Events(SPARC)</b>													
7004-1 · RecEvent-3 Villages Fall Fest	19	-	-	2,000	177	(1,823)	9%	0%	2,000	2,000	-	100%	
7004-2 · Rec Event-Earth Day	-	-	-	400	-	(400)	0%	0%	400	400	-	100%	
7004-3 · Rec Event-Youth Yr Lng Activity	-	-	-	500	-	(500)	0%	55%	500	500	-	100%	
7004-4 · Rec Event-Shetucket River Fest	-	-	-	250	-	(250)	0%	0%	250	250	-	100%	
7004-8 · Rec Event-Other	119	-	-	500	419	(81)	84%	0%	500	500	-	100%	
<b>Total 7004 · Recreation Events(SPARC)</b>	<b>138</b>	<b>-</b>	<b>-</b>	<b>3,650</b>	<b>596</b>	<b>(3,054)</b>	<b>16%</b>	<b>5%</b>	<b>3,650</b>	<b>3,650</b>	<b>-</b>	<b>100%</b>	
<b>7005 · Other Recreation Programs</b>													
7005-1 · Sprague/Franklin/Canterbury LL	-	-	-	1,250	-	(1,250)	0%	0%	1,250	1,250	-	100%	
<b>Total 7005 · Other Recreation Programs</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>1,250</b>	<b>-</b>	<b>(1,250)</b>	<b>0%</b>	<b>0%</b>	<b>1,250</b>	<b>1,250</b>	<b>-</b>	<b>100%</b>	
<b>7010 · Grist Mill</b>													
7010-1 · Grist Mill - Supplies, Maint.	-	-	-	850	-	(850)	0%	14%	850	850	-	100%	
7010-2 · Grist Mill-Elevator Maintenance	194	201	201	2,372	2,051	(321)	86%	76%	2,372	2,372	-	100%	
7010-3 · Grist Mill - Heat, Light	1,597	746	1,969	7,850	6,009	(1,841)	77%	68%	7,850	7,850	-	100%	
7010-5 · Grist Mill - Janitor- Salaries	575	-	335	4,500	1,910	(2,590)	42%	15%	4,500	4,500	-	100%	
<b>Total 7010 · Grist Mill</b>	<b>2,366</b>	<b>947</b>	<b>2,505</b>	<b>15,572</b>	<b>9,970</b>	<b>(5,602)</b>	<b>64%</b>	<b>53%</b>	<b>15,572</b>	<b>15,572</b>	<b>-</b>	<b>100%</b>	
<b>7012 · Historical Museum</b>													
7012-1 · Salary	-	-	-	1,930	-	(1,930)	0%	0%	1,930	1,930	-	100%	
7012-14 · Sprague Historical Society	-	40	-	200	170	(30)	85%	-4%	200	200	-	100%	
<b>Total 7012 · Historical Museum</b>	<b>-</b>	<b>40</b>	<b>-</b>	<b>2,130</b>	<b>170</b>	<b>(1,960)</b>	<b>8%</b>	<b>0%</b>	<b>2,130</b>	<b>2,130</b>	<b>-</b>	<b>100%</b>	
<b>7015 · Library</b>													
7015-1 · Library - Librarian Assistant-1	1,183	715	637	13,414	7,078	(6,336)	53%	40%	13,414	13,414	-	100%	
7015-10 · Library - Director	3,459	2,409	2,431	28,441	21,449	(6,992)	75%	73%	28,441	28,441	-	100%	
7015-11 · Library - Programs	126	-	-	2,500	587	(1,913)	23%	-4%	2,500	2,500	-	100%	
7015-12 · Professional Fees	208	159	(159)	500	208	(292)	42%	34%	500	500	-	100%	
7015-13 · Library-St Lib CT Membership	-	-	-	550	350	(200)	64%	0%	550	550	-	100%	
7015-2 · Library - Books	357	152	80	4,500	1,384	(3,116)	31%	20%	4,500	4,500	-	100%	
7015-3 · Library - Sup./Misc.	56	63	92	2,054	689	(1,365)	34%	72%	2,054	2,054	-	100%	
7015-4 · Library - Library Assistant - 4	1,177	878	949	13,936	6,676	(7,260)	48%	45%	13,936	13,936	-	100%	
7015-5 · Librarian Assistant - 5	735	481	520	6,707	4,037	(2,670)	60%	51%	6,707	6,707	-	100%	
7015-6 · Library - Librarian Assistant-6	695	506	790	10,800	4,802	(5,998)	44%	19%	10,800	10,800	-	100%	
<b>Total 7015 · Library</b>	<b>7,996</b>	<b>5,363</b>	<b>5,340</b>	<b>83,402</b>	<b>47,260</b>	<b>(36,142)</b>	<b>57%</b>	<b>48%</b>	<b>83,402</b>	<b>83,402</b>	<b>-</b>	<b>100%</b>	
<b>7100 · Miscellaneous</b>													
7100-10 · Newsletter- Salary	-	-	-	-	-	-	0%	8%	-	-	-	0%	
7100-11 · Bank Fees	-	-	-	-	-	-	0%	100%	-	-	-	0%	
7100-12 · Newsletter - Misc.	-	155	50	500	379	(121)	76%	10%	500	500	-	100%	
7100-2 · War Mem./Lords Bridge Gazebo	96	50	50	675	385	(290)	57%	424%	675	675	-	100%	
7100-3 · Cemeteries, Vets Graves	-	-	700	700	700	-	100%	0%	700	700	-	100%	
7100-4 · Contingent Fund	-	-	-	3,000	2,645	(355)	88%	77%	3,000	3,000	-	100%	
7100-5 · Memorial Day Celebration	-	-	289	1,000	289	(711)	29%	0%	1,000	1,000	-	100%	
7100-6 · Legal Ads	(604)	247	787	12,000	3,170	(8,830)	26%	36%	12,000	12,000	-	100%	
7100-8 · Unemployment Compensation	82	-	-	-	82	82	100%	100%	82	-	82	100%	
<b>Total 7100 · Miscellaneous</b>	<b>(426)</b>	<b>452</b>	<b>1,876</b>	<b>17,875</b>	<b>7,650</b>	<b>(10,225)</b>	<b>43%</b>	<b>50%</b>	<b>17,957</b>	<b>17,875</b>	<b>82</b>	<b>100%</b>	
<b>7150 · Sewer &amp; Water Dept.</b>													
7150-1 · Water & Sewer Public Services	2,008	-	-	8,500	3,732	(4,768)	44%	40%	8,500	8,500	-	100%	
<b>Total 7150 · Sewer &amp; Water Dept.</b>	<b>2,008</b>	<b>-</b>	<b>-</b>	<b>8,500</b>	<b>3,732</b>	<b>(4,768)</b>	<b>44%</b>	<b>40%</b>	<b>8,500</b>	<b>8,500</b>	<b>-</b>	<b>100%</b>	
<b>7200 · Office Machines/Sup/Mnt.</b>													
7200-1 · Office Mach/Sup/Mnt -Town Clerk	1,358	-	1,358	10,150	5,823	(4,327)	57%	59%	10,150	10,150	-	100%	
7200-10 · Fixed Asset Inventory	1,389	-	-	1,323	1,389	66	105%	110%	1,389	1,323	66	105%	
7200-2 · Office Mach/Sup/Mnt.- Tax Coll.	1,224	777	-	9,622	9,533	(89)	99%	89%	9,622	9,622	-	100%	
7200-3 · Office Mach/Sup/Mnt.- Assessor	300	-	325	15,387	13,545	(1,842)	88%	103%	15,387	15,387	-	100%	
7200-4 · Office Mach/Sup/Mnt-Select/Trea	-	405	-	1,000	405	(595)	41%	35%	1,000	1,000	-	100%	
7200-5 · Office Machines - Equip.Mnt.	80	40	-	7,000	120	(6,880)	2%	47%	7,000	7,000	-	100%	
7200-6 · Office MachSupp-ServSupp	240	-	-	5,000	1,040	(3,960)	21%	100%	5,000	5,000	-	100%	
7200-7 · Paychex Services	391	607	261	3,225	2,651	(574)	82%	72%	3,225	3,225	-	100%	
7200-8 · Off.Mach/Sup/Mnt-Library Suppor	40	216	-	4,162	2,265	(1,897)	54%	75%	4,162	4,162	-	100%	
7200-9 · Off.Mach/Sup/Mnt.-Mail System	177	-	-	708	354	(354)	50%	50%	708	708	-	100%	
<b>Total 7200 · Office Machines/Sup/Mnt.</b>	<b>5,199</b>	<b>2,045</b>	<b>1,944</b>	<b>57,577</b>	<b>37,125</b>	<b>(20,452)</b>	<b>64%</b>	<b>79%</b>	<b>57,643</b>	<b>57,577</b>	<b>66</b>	<b>100%</b>	

Town of Sprague  
 BOF Budget vs. Actual  
 with YE estimated totals  
 July 2021 through February 2022

	Prior Three Months Totals			Current Year Totals				Comparison	Estimated Year-End Totals				
	Dec 2021	Jan 2022	Feb 2022	Budget	Year to Date	\$ Remaining	% of Budget		Year-End Est.	Budget	\$ Remaining	% of Budget	
<b>7300 · Interest Payments - Bonds</b>													
7300-14 · 2005 Bonds, Land Purchase, Rds	-	-	-	20,500	8,125	(12,375)	40%	41%	20,500	20,500	-	100%	
7300-15 · 2009 Bond-Roads, Roof, Fire App, A	-	-	-	14,800	8,500	(6,300)	57%	56%	14,800	14,800	-	100%	
7300-16 · 2013 Bonds-Various Purposes	-	-	49,338	103,675	103,676	1	100%	100%	103,675	103,675	-	100%	
7300-17 · 2020 Bonds-Various Purposes	-	-	75,300	152,900	152,900	-	100%	0%	152,900	152,900	-	100%	
<b>Total 7300 · Interest Payments - Bonds</b>	-	-	124,638	291,875	273,201	(18,674)	94%	86%	291,875	291,875	-	100%	
<b>7305 · Redemption of Debt-Principal</b>													
7305-14 · 2005 Bonds, Land Purchase, Rds	-	-	-	85,000	-	(85,000)	0%	0%	85,000	85,000	-	100%	
7305-15 · 2009 Bond-Roads, Roof, Fire App, AD	-	-	-	110,000	110,000	-	100%	100%	110,000	110,000	-	100%	
7305-16 · 2013 Bonds Various Purposes	-	-	-	250,000	250,000	-	100%	100%	250,000	250,000	-	100%	
7305-17 · 2020 Bonds - Various Purposes	-	-	-	115,000	115,000	-	100%	101%	115,000	115,000	-	100%	
<b>Total 7305 · Redemption of Debt-Principal</b>	-	-	-	560,000	475,000	(85,000)	85%	89%	560,000	560,000	-	100%	
7360 · Operating Transfers CNR Fund	-	-	-	22,000	-	(22,000)	0%	100%	22,000	22,000	-	100%	
7500 · Board of Education	979,143	623,511	423,438	6,787,139	4,268,180	(2,518,959)	63%	56%	6,787,139	6,787,139	-	100%	
<b>Total Expense</b>	1,190,068	734,688	678,102	9,634,027	6,164,308	(3,469,719)	64%	59%	9,688,228	9,634,027	54,201	101%	
<b>Net Ordinary Income</b>	(573,682)	1,824,812	(531,893)	178,836	1,693,281	1,514,445			148,425	178,836	(30,411)	83%	
<b>Net Income</b>	(573,682)	1,824,812	(531,893)	178,836	1,693,281	1,514,445			148,425	178,836	(30,411)	83%	
<b>Summary</b>	<b>Prior Three Months Totals</b>			<b>Current Year Totals</b>				<b>Comparison</b>	<b>Estimated Year-End Totals</b>				
Board of Selectmen Expenditures	\$ 210,925	\$ 111,177	\$ 254,664	\$ 2,846,888	\$ 1,896,128	\$ (950,760)	67%	66%	\$ 2,901,089	\$ 2,846,888	\$ 54,201	102%	
Board of Education Expenditures	\$ 979,143	\$ 623,511	\$ 423,438	\$ 6,787,139	\$ 4,268,180	\$ (2,518,959)	63%	56%	\$ 6,787,139	\$ 6,787,139	\$ -	100%	
<b>Total Expenditures</b>	\$ 1,190,068	\$ 734,688	\$ 678,102	\$ 9,634,027	\$ 6,164,308	\$ (3,469,719)	64%	59%	\$ 9,688,228	\$ 9,634,027	\$ 54,201	101%	

BOE Budget v. Actual 2/28/22										
	Approved Budget	Current Mo. Budget Trf	Prior YTD Budget Trfs	Revised Budget	Year to Date Actual	Encumbered/ Ordered	Total Expenditures	Variance	Forecasted Expenditure	Forecasted Balance
<b>1000-Regular Instruction</b>										
1000.51110. Wages Paid to Teachers - Regular Ed	\$ 1,070,688.00	\$ -	\$ -	\$ 1,070,688.00	\$ 680,428.80	\$ -	\$ 680,428.80	\$ 390,259.20	\$ 414,994.39	\$ (24,735.19)
1000.51120. Wages Paid to Instructional Aides - Regular Ed	\$ 45,843.00	\$ -	\$ -	\$ 45,843.00	\$ 23,064.96	\$ -	\$ 23,064.96	\$ 22,778.04	\$ 15,130.24	\$ 7,647.80
1000.52100. Group Life Insurance - Regular	\$ 756.00	\$ -	\$ -	\$ 756.00	\$ 562.29	\$ -	\$ 562.29	\$ 193.71	\$ 212.61	\$ (18.90)
1000.52200. FICA/Medicare Employer - Regular Ed	\$ 20,289.00	\$ -	\$ -	\$ 20,289.00	\$ 12,238.52	\$ -	\$ 12,238.52	\$ 8,050.48	\$ 9,233.41	\$ (1,182.93)
1000.52500. Tuition Reimbursement	\$ 10,000.00	\$ -	\$ -	\$ 10,000.00	\$ -	\$ -	\$ -	\$ 10,000.00	\$ 2,500.00	\$ 7,500.00
1000.52800. Health Insurance - Regular	\$ 308,843.00	\$ -	\$ -	\$ 308,843.00	\$ 161,728.10	\$ -	\$ 161,728.10	\$ 147,114.90	\$ 95,812.21	\$ 51,302.69
1000.53200. Substitutes - Regular Education	\$ 8,500.00	\$ -	\$ -	\$ 8,500.00	\$ -	\$ -	\$ -	\$ 8,500.00	\$ -	\$ 8,500.00
1000.53230. Purchased Pupil Services	\$ 1,250.00	\$ -	\$ -	\$ 1,250.00	\$ -	\$ -	\$ -	\$ 1,250.00	\$ -	\$ 1,250.00
1000.54420. Equipment Leasing	\$ 21,064.00	\$ -	\$ -	\$ 21,064.00	\$ 13,543.30	\$ 6,540.45	\$ 20,083.75	\$ 980.25	\$ -	\$ 980.25
1000.56100. General Supplies - Regular Education	\$ 7,000.00	\$ -	\$ -	\$ 7,000.00	\$ 1,828.68	\$ 2,270.70	\$ 4,099.38	\$ 2,900.62	\$ 1,450.31	\$ 1,450.31
1000.56110. Instructional Supplies - Regular Education	\$ 3,000.00	\$ -	\$ -	\$ 3,000.00	\$ 1,080.53	\$ -	\$ 1,080.53	\$ 1,919.47	\$ 959.74	\$ 959.74
1000.56400. Workbooks/Disposables	\$ 10,000.00	\$ -	\$ -	\$ 10,000.00	\$ 4,043.09	\$ -	\$ 4,043.09	\$ 5,956.91	\$ 5,956.91	\$ -
1000.56410. Textbooks	\$ 3,000.00	\$ -	\$ -	\$ 3,000.00	\$ 936.04	\$ -	\$ 936.04	\$ 2,063.96	\$ -	\$ 2,063.96
1000.56501. Ink and Toner	\$ 8,000.00	\$ -	\$ -	\$ 8,000.00	\$ 1,316.96	\$ -	\$ 1,316.96	\$ 6,683.04	\$ 5,012.28	\$ 1,670.76
1000.58100. Dues & Fees	\$ 9,710.00	\$ -	\$ -	\$ 9,710.00	\$ 7,955.00	\$ -	\$ 7,955.00	\$ 1,755.00	\$ 922.50	\$ 832.50
<b>Total</b>	<b>\$ 1,527,943.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,527,943.00</b>	<b>\$ 908,726.27</b>	<b>\$ 8,811.15</b>	<b>\$ 917,537.42</b>	<b>\$ 610,405.58</b>	<b>\$ 552,184.60</b>	<b>\$ 58,220.98</b>
<b>1200-Special Education</b>										
1200.51110. Wages Paid to Teachers - SPED	\$ 341,409.00	\$ -	\$ -	\$ 341,409.00	\$ 214,820.34	\$ -	\$ 214,820.34	\$ 126,588.66	\$ 124,890.50	\$ 1,698.16
1200.51120. Wages Paid to Instructional Aides - SPED	\$ 276,143.00	\$ -	\$ -	\$ 276,143.00	\$ 113,505.19	\$ -	\$ 113,505.19	\$ 162,637.81	\$ 110,949.80	\$ 51,688.01
1200.51901. Wages Paid - Other Non Certified Staff - SPED	\$ 86,666.00	\$ -	\$ -	\$ 86,666.00	\$ 53,336.31	\$ -	\$ 53,336.31	\$ 33,329.69	\$ 33,401.50	\$ (71.81)
1200.52100. Group Life Insurance - SPED	\$ 930.00	\$ -	\$ -	\$ 930.00	\$ 628.13	\$ -	\$ 628.13	\$ 301.87	\$ 287.86	\$ 14.01
1200.52200. FICA/Medicare Employer - SPED	\$ 35,643.00	\$ -	\$ -	\$ 35,643.00	\$ 15,171.63	\$ -	\$ 15,171.63	\$ 20,471.37	\$ 20,441.61	\$ 29.76
1200.52300. Pension Contributions	\$ 3,467.00	\$ -	\$ -	\$ 3,467.00	\$ 2,236.84	\$ -	\$ 2,236.84	\$ 1,230.16	\$ 1,232.67	\$ (2.51)
1200.52800. Health Insurance	\$ 276,676.00	\$ -	\$ -	\$ 276,676.00	\$ 131,000.77	\$ -	\$ 131,000.77	\$ 145,675.23	\$ 84,897.32	\$ 60,777.91
1200.53200. Substitutes - SPED	\$ 8,500.00	\$ -	\$ -	\$ 8,500.00	\$ -	\$ -	\$ -	\$ 8,500.00	\$ -	\$ 8,500.00
1200.53230. Purchased Pupil Services	\$ 29,000.00	\$ -	\$ -	\$ 29,000.00	\$ (5,763.10)	\$ 446.25	\$ (5,316.85)	\$ 34,316.85	\$ 17,158.43	\$ 17,158.43
1200.53300. Other Prof/Tech Services	\$ 2,500.00	\$ -	\$ -	\$ 2,500.00	\$ 1,360.07	\$ -	\$ 1,360.07	\$ 1,139.93	\$ 569.97	\$ 569.97
1200.55800. Travel Reimbursement	\$ 1,200.00	\$ -	\$ -	\$ 1,200.00	\$ 31.47	\$ -	\$ 31.47	\$ 1,168.53	\$ 500.00	\$ 668.53
1200.56100. General Supplies - Special Education	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00	\$ 645.77	\$ -	\$ 645.77	\$ 354.23	\$ 177.12	\$ 177.12
1200.56110. Instructional Supplies - SPED	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00	\$ 950.35	\$ -	\$ 950.35	\$ 49.65	\$ -	\$ 49.65
1200.56400. Workbooks/Disposables	\$ 500.00	\$ -	\$ -	\$ 500.00	\$ -	\$ -	\$ -	\$ 500.00	\$ 250.00	\$ 250.00
1200.58100. Dues & Fees	\$ 760.00	\$ -	\$ -	\$ 760.00	\$ 250.00	\$ -	\$ 250.00	\$ 510.00	\$ 510.00	\$ -
<b>Total</b>	<b>\$ 1,065,394.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,065,394.00</b>	<b>\$ 528,173.77</b>	<b>\$ 446.25</b>	<b>\$ 528,620.02</b>	<b>\$ 536,773.98</b>	<b>\$ 395,266.77</b>	<b>\$ 141,507.22</b>
<b>1300-Adult Education - Cooperative</b>										
1300.55690. Tuition - Adult Cooperative	\$ 16,050.00	\$ -	\$ -	\$ 16,050.00	\$ 20,079.00	\$ -	\$ 20,079.00	\$ (4,029.00)	\$ (5,998.00)	\$ 1,969.00
<b>Total</b>	<b>\$ 16,050.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 16,050.00</b>	<b>\$ 20,079.00</b>	<b>\$ -</b>	<b>\$ 20,079.00</b>	<b>\$ (4,029.00)</b>	<b>\$ (5,998.00)</b>	<b>\$ 1,969.00</b>
<b>1500-Stipends - Extra Curricular</b>										
1500.51930. Extra Curricular Stipends Paid	\$ 11,809.00	\$ -	\$ -	\$ 11,809.00	\$ 5,160.50	\$ -	\$ 5,160.50	\$ 6,648.50	\$ 7,780.50	\$ (1,132.00)
<b>Total</b>	<b>\$ 11,809.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 11,809.00</b>	<b>\$ 5,160.50</b>	<b>\$ -</b>	<b>\$ 5,160.50</b>	<b>\$ 6,648.50</b>	<b>\$ 7,780.50</b>	<b>\$ (1,132.00)</b>
<b>1600-Summer School</b>										
1600.51110. Wages Paid to Teachers - Summer School	\$ 5,000.00	\$ -	\$ -	\$ 5,000.00	\$ 3,060.00	\$ -	\$ 3,060.00	\$ 1,940.00	\$ -	\$ 1,940.00
1600.51120. Wages Paid to Inst Aides - Summer School	\$ 2,250.00	\$ -	\$ -	\$ 2,250.00	\$ 1,587.50	\$ -	\$ 1,587.50	\$ 662.50	\$ -	\$ 662.50
1600.51901. Wages Paid - Other Non-Cert - Summer School	\$ 2,400.00	\$ -	\$ -	\$ 2,400.00	\$ 2,662.86	\$ -	\$ 2,662.86	\$ (262.86)	\$ -	\$ (262.86)
1600.52200. FICA/Medicare Employer - Summer School	\$ 309.00	\$ -	\$ -	\$ 309.00	\$ 369.54	\$ -	\$ 369.54	\$ (60.54)	\$ -	\$ (60.54)
<b>Total</b>	<b>\$ 9,959.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 9,959.00</b>	<b>\$ 7,679.90</b>	<b>\$ -</b>	<b>\$ 7,679.90</b>	<b>\$ 2,279.10</b>	<b>\$ -</b>	<b>\$ 2,279.10</b>
<b>1700-Tutoring</b>										
1700.000100.51110. Wages Paid to Teacher Tutors - Reg Ed	\$ 4,000.00	\$ -	\$ -	\$ 4,000.00	\$ -	\$ -	\$ -	\$ 4,000.00	\$ -	\$ 4,000.00
1700.000100.52200. FICA/Medicare Employer - Reg Ed	\$ 700.00	\$ -	\$ -	\$ 700.00	\$ -	\$ -	\$ -	\$ 700.00	\$ -	\$ 700.00
1700.000200.51120. Wages Paid to Inst Aide Tutors - Spec Ed	\$ 6,000.00	\$ -	\$ -	\$ 6,000.00	\$ -	\$ -	\$ -	\$ 6,000.00	\$ -	\$ 6,000.00
1700.000200.52200. FICA/Medicare Employer - Spec Ed	\$ 8,000.00	\$ -	\$ -	\$ 8,000.00	\$ -	\$ -	\$ -	\$ 8,000.00	\$ -	\$ 8,000.00
1700.000200.53230. Purchased Pupil Services - Spec Ed	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total</b>	<b>\$ 18,700.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 18,700.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 18,700.00</b>	<b>\$ -</b>	<b>\$ 18,700.00</b>
<b>1800-Stipends - Sports Teams</b>										
1800.51930. Sports Teams Stipends Paid	\$ 16,283.00	\$ -	\$ -	\$ 16,283.00	\$ 11,413.00	\$ -	\$ 11,413.00	\$ 4,870.00	\$ 2,553.00	\$ 2,317.00
1800.52200. FICA/Medicare Employer	\$ 1,245.00	\$ -	\$ -	\$ 1,245.00	\$ 135.30	\$ -	\$ 135.30	\$ 1,109.70	\$ -	\$ 1,109.70
1800.53540. Sports Officials	\$ 3,570.00	\$ -	\$ -	\$ 3,570.00	\$ 1,973.02	\$ -	\$ 1,973.02	\$ 1,596.98	\$ 1,000.00	\$ 596.98
<b>Total</b>	<b>\$ 21,098.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 21,098.00</b>	<b>\$ 13,521.32</b>	<b>\$ -</b>	<b>\$ 13,521.32</b>	<b>\$ 7,576.68</b>	<b>\$ 3,553.00</b>	<b>\$ 4,023.68</b>
<b>2110-Social Work Services</b>										
2110.51900. Wages Paid - Social Worker	\$ 83,472.00	\$ -	\$ -	\$ 83,472.00	\$ 14,880.04	\$ -	\$ 14,880.04	\$ 68,591.96	\$ 8,502.96	\$ 60,089.00
2110.52100. Group Life Insurance - Social Worker	\$ 38.00	\$ -	\$ -	\$ 38.00	\$ 22.07	\$ -	\$ 22.07	\$ 15.93	\$ 15.73	\$ 0.20
2110.52200. FICA/Medicare Employer - Social Worker	\$ 1,211.00	\$ -	\$ -	\$ 1,211.00	\$ 201.66	\$ -	\$ 201.66	\$ 1,009.34	\$ 137.40	\$ 871.95

BOE Budget v. Actual 2/28/22											
	Approved Budget	Current Mo. Budget Trf	Prior YTD Budget Trfs	Revised Budget	Year to Date Actual	Encumbered/ Ordered	Total Expenditures	Variance	Forecasted Expenditure	Forecasted Balance	
2110.52800. Health Insurance - Social Worker	\$ 21,822.00	\$ -	\$ -	\$ 21,822.00	\$ 3,202.49	\$ -	\$ 3,202.49	\$ 18,619.51	\$ 1,718.58	\$ 16,900.94	
2110.56100. Supplies	\$ 200.00	\$ -	\$ -	\$ 200.00	\$ 25.14	\$ -	\$ 25.14	\$ 174.86	\$ 87.43	\$ 87.43	
2110.56110. Instructional Supplies	\$ -	\$ -	\$ -	\$ -	\$ 98.27	\$ -	\$ 98.27	\$ (98.27)	\$ -	\$ (98.27)	
<b>Total</b>	<b>\$ 106,743.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 106,743.00</b>	<b>\$ 18,429.67</b>	<b>\$ -</b>	<b>\$ 18,429.67</b>	<b>\$ 88,313.33</b>	<b>\$ 10,462.09</b>	<b>\$ 77,851.24</b>	
<b>2130-Health Office</b>											
2130.51901. Wages Paid - School Nurse	\$ 85,034.00	\$ -	\$ -	\$ 85,034.00	\$ 41,820.46	\$ -	\$ 41,820.46	\$ 43,213.54	\$ 38,569.15	\$ 4,644.39	
2130.51910. Wages Paid - Nurse Substitutes	\$ 4,000.00	\$ -	\$ -	\$ 4,000.00	\$ -	\$ -	\$ -	\$ 4,000.00	\$ -	\$ 4,000.00	
2130.51930. Nursing Stipends Paid	\$ 2,000.00	\$ -	\$ -	\$ 2,000.00	\$ 2,000.00	\$ -	\$ 2,000.00	\$ -	\$ -	\$ -	
2130.52100. Group Life Insurance - Health Office	\$ 76.00	\$ -	\$ -	\$ 76.00	\$ 56.70	\$ -	\$ 56.70	\$ 19.30	\$ 18.90	\$ 0.40	
2130.52200. FICA/Medicare Employer - Health	\$ 8,280.00	\$ -	\$ -	\$ 8,280.00	\$ 5,343.11	\$ -	\$ 5,343.11	\$ 2,936.89	\$ 2,945.70	\$ (8.81)	
2130.52800. Health Insurance - Health Office	\$ 11,409.00	\$ -	\$ -	\$ 11,409.00	\$ 7,270.26	\$ -	\$ 7,270.26	\$ 4,138.74	\$ 3,570.00	\$ 568.74	
2130.53230. Purchased Pupil Services	\$ 585.00	\$ -	\$ -	\$ 585.00	\$ 720.00	\$ -	\$ 720.00	\$ (135.00)	\$ -	\$ (135.00)	
2130.53300. Other Prof/Tech Services	\$ 600.00	\$ -	\$ -	\$ 600.00	\$ 600.00	\$ -	\$ 600.00	\$ -	\$ -	\$ -	
2130.54300. Repairs & Maint Equipment	\$ 200.00	\$ -	\$ -	\$ 200.00	\$ -	\$ -	\$ -	\$ 200.00	\$ -	\$ 200.00	
2130.55800. Conference/Travel - Health Office	\$ 700.00	\$ -	\$ -	\$ 700.00	\$ 125.00	\$ -	\$ 125.00	\$ 575.00	\$ -	\$ 575.00	
2130.56100. Supplies	\$ 2,400.00	\$ -	\$ -	\$ 2,400.00	\$ 548.39	\$ -	\$ 548.39	\$ 1,851.61	\$ 925.81	\$ 925.81	
2130.56430. Professional Periodicals	\$ 100.00	\$ -	\$ -	\$ 100.00	\$ 27.00	\$ -	\$ 27.00	\$ 73.00	\$ -	\$ 73.00	
2130.58100. Dues & Fees	\$ 600.00	\$ -	\$ -	\$ 600.00	\$ 221.00	\$ -	\$ 221.00	\$ 379.00	\$ 300.00	\$ 79.00	
<b>Total</b>	<b>\$ 115,984.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 115,984.00</b>	<b>\$ 58,731.92</b>	<b>\$ -</b>	<b>\$ 58,731.92</b>	<b>\$ 57,252.08</b>	<b>\$ 46,329.56</b>	<b>\$ 10,922.53</b>	
<b>2140-Psychological Services</b>											
2140.51900. Wages Paid - School Psychologist	\$ 51,638.00	\$ -	\$ -	\$ 51,638.00	\$ 32,860.52	\$ -	\$ 32,860.52	\$ 18,777.48	\$ 18,777.48	\$ -	
2140.52100. Group Life Insurance - Psychologist	\$ 38.00	\$ -	\$ -	\$ 38.00	\$ 18.36	\$ -	\$ 18.36	\$ 19.64	\$ 19.44	\$ 0.20	
2140.52200. FICA/Medicare Employer - Psychologist	\$ 749.00	\$ -	\$ -	\$ 749.00	\$ 429.98	\$ -	\$ 429.98	\$ 319.02	\$ 318.77	\$ 0.25	
2140.52800. Health Insurance	\$ 10,730.00	\$ -	\$ -	\$ 10,730.00	\$ 11,942.49	\$ -	\$ 11,942.49	\$ (1,212.49)	\$ 7,020.93	\$ (8,233.42)	
2140.53230. Purchased Pupil Services	\$ 2,000.00	\$ -	\$ -	\$ 2,000.00	\$ -	\$ 2,887.50	\$ 2,887.50	\$ (887.50)	\$ -	\$ (887.50)	
2140.56100. Assessment Supplies	\$ 2,000.00	\$ (800.00)	\$ -	\$ 1,200.00	\$ 102.00	\$ -	\$ 102.00	\$ 1,098.00	\$ 549.00	\$ 549.00	
2140.56110. Instructional Supplies - Psychologist	\$ 200.00	\$ -	\$ -	\$ 200.00	\$ -	\$ -	\$ -	\$ 200.00	\$ 100.00	\$ 100.00	
<b>Total</b>	<b>\$ 67,355.00</b>	<b>\$ (800.00)</b>	<b>\$ -</b>	<b>\$ 66,555.00</b>	<b>\$ 45,353.35</b>	<b>\$ 2,887.50</b>	<b>\$ 48,240.85</b>	<b>\$ 18,314.15</b>	<b>\$ 26,785.62</b>	<b>\$ (8,471.47)</b>	
<b>2150-Speech &amp; Audiology Services</b>											
2150.53230. Purchased Pupil Services	\$ 64,974.00	\$ -	\$ -	\$ 64,974.00	\$ 42,513.50	\$ 29,898.12	\$ 72,411.62	\$ (7,437.62)	\$ -	\$ (7,437.62)	
2150.56100. Supplies	\$ 775.00	\$ 800.00	\$ -	\$ 1,575.00	\$ 1,365.58	\$ -	\$ 1,365.58	\$ 209.42	\$ -	\$ 209.42	
<b>Total</b>	<b>\$ 65,749.00</b>	<b>\$ 800.00</b>	<b>\$ -</b>	<b>\$ 66,549.00</b>	<b>\$ 43,879.08</b>	<b>\$ 29,898.12</b>	<b>\$ 73,777.20</b>	<b>\$ (7,228.20)</b>	<b>\$ -</b>	<b>\$ (7,228.20)</b>	
<b>2160-PT/OT Services</b>											
2160.56100. Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
<b>Total</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	
<b>2210-Improvement of Instruction</b>											
2210.53220. In Service	\$ 4,000.00	\$ -	\$ -	\$ 4,000.00	\$ 49.50	\$ -	\$ 49.50	\$ 3,950.50	\$ -	\$ 3,950.50	
2210.55800. Conference/Travel - Professional Development	\$ 6,000.00	\$ -	\$ -	\$ 6,000.00	\$ 420.13	\$ 75.00	\$ 495.13	\$ 5,504.87	\$ -	\$ 5,504.87	
2210.56100. Supplies	\$ 2,000.00	\$ -	\$ -	\$ 2,000.00	\$ -	\$ -	\$ -	\$ 2,000.00	\$ -	\$ 2,000.00	
<b>Total</b>	<b>\$ 12,000.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 12,000.00</b>	<b>\$ 469.63</b>	<b>\$ 75.00</b>	<b>\$ 544.63</b>	<b>\$ 11,455.37</b>	<b>\$ -</b>	<b>\$ 11,455.37</b>	
<b>2230-Technology</b>											
2230.51901. Wages Paid - Technology Staff	\$ 12,622.00	\$ -	\$ -	\$ 12,622.00	\$ 8,419.25	\$ -	\$ 8,419.25	\$ 4,202.75	\$ 4,227.35	\$ (24.60)	
2230.52100. Group Life Insurance - Technology	\$ 8.00	\$ -	\$ -	\$ 8.00	\$ 5.65	\$ -	\$ 5.65	\$ 2.35	\$ 1.91	\$ 0.44	
2230.52200. FICA/Medicare Employer - Technology	\$ 966.00	\$ -	\$ -	\$ 966.00	\$ 630.54	\$ -	\$ 630.54	\$ 335.46	\$ 336.92	\$ (1.46)	
2230.52300. Pension Contributions - Technology	\$ 505.00	\$ -	\$ -	\$ 505.00	\$ 330.74	\$ -	\$ 330.74	\$ 174.26	\$ 175.12	\$ (0.86)	
2230.52800. Health Insurance - Technology	\$ 2,282.00	\$ -	\$ -	\$ 2,282.00	\$ 1,454.12	\$ -	\$ 1,454.12	\$ 827.88	\$ 713.93	\$ 113.95	
2230.53520. Other Technical Services	\$ 76,014.00	\$ -	\$ -	\$ 76,014.00	\$ 45,875.25	\$ 30,102.75	\$ 75,978.00	\$ 36.00	\$ -	\$ 36.00	
2230.56100. Supplies	\$ 500.00	\$ -	\$ -	\$ 500.00	\$ -	\$ -	\$ -	\$ 500.00	\$ 250.00	\$ 250.00	
2230.56500. Technology Supplies	\$ 2,000.00	\$ -	\$ -	\$ 2,000.00	\$ -	\$ -	\$ -	\$ 2,000.00	\$ 1,000.00	\$ 1,000.00	
2230.57340. Technology Hardware - Instructional	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00	\$ 844.74	\$ -	\$ 844.74	\$ 155.26	\$ 77.63	\$ 77.63	
2230.57341. Technology Hardware - Non-Instructional	\$ 3,000.00	\$ -	\$ -	\$ 3,000.00	\$ 3,296.00	\$ -	\$ 3,296.00	\$ (296.00)	\$ -	\$ (296.00)	
2230.57350. Software - Instructional	\$ 12,725.00	\$ -	\$ -	\$ 12,725.00	\$ 1,465.25	\$ -	\$ 1,465.25	\$ 11,259.75	\$ 7,000.00	\$ 4,259.75	
2230.57351. Software - Non-Instructional	\$ 25,920.00	\$ -	\$ -	\$ 25,920.00	\$ 5,450.15	\$ -	\$ 5,450.15	\$ 20,469.85	\$ 20,015.00	\$ 454.85	
<b>Total</b>	<b>\$ 137,542.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 137,542.00</b>	<b>\$ 67,771.69</b>	<b>\$ 30,102.75</b>	<b>\$ 97,874.44</b>	<b>\$ 39,667.56</b>	<b>\$ 33,797.86</b>	<b>\$ 5,869.70</b>	
<b>2310-Board of Education</b>											
2310.51901. Wages Paid - Non-Certified - BOE Admin Office	\$ 12,302.00	\$ -	\$ -	\$ 12,302.00	\$ 7,931.21	\$ -	\$ 7,931.21	\$ 4,370.79	\$ 4,394.43	\$ (23.64)	
2310.52100. Group Life Insurance - BOE Office	\$ 8.00	\$ -	\$ -	\$ 8.00	\$ 5.64	\$ -	\$ 5.64	\$ 2.36	\$ 1.92	\$ 0.44	
2310.52200. FICA/Medicare Employer - BOE Office	\$ 941.00	\$ -	\$ -	\$ 941.00	\$ 572.75	\$ -	\$ 572.75	\$ 368.25	\$ 370.16	\$ (1.91)	
2310.52300. Pension Contributions - BOE Office	\$ 493.00	\$ -	\$ -	\$ 493.00	\$ 322.33	\$ -	\$ 322.33	\$ 170.67	\$ 170.70	\$ (0.03)	
2310.52600. Unemployment Compensation - BOE Office	\$ 3,000.00	\$ -	\$ -	\$ 3,000.00	\$ -	\$ -	\$ -	\$ 3,000.00	\$ -	\$ 3,000.00	
2310.52700. Workers' Compensation - BOE Office	\$ 22,823.00	\$ -	\$ -	\$ 22,823.00	\$ 15,662.49	\$ 5,705.75	\$ 21,368.24	\$ 1,454.76	\$ -	\$ 1,454.76	
2310.52800. Health Insurance - BOE Office	\$ 6,030.00	\$ -	\$ -	\$ 6,030.00	\$ 3,644.96	\$ -	\$ 3,644.96	\$ 2,385.04	\$ 2,071.29	\$ 313.75	
2310.53020. Legal Services - BOE Office	\$ 25,825.00	\$ -	\$ -	\$ 25,825.00	\$ -	\$ -	\$ -	\$ 25,825.00	\$ 15,000.00	\$ 10,825.00	
2310.55200. Property/Liability Insurance - BOE Office	\$ 21,459.00	\$ -	\$ -	\$ 21,459.00	\$ 15,307.66	\$ 5,364.75	\$ 20,672.41	\$ 786.59	\$ -	\$ 786.59	

BOE Budget v. Actual										
2/28/22										
	Approved Budget	Current Mo. Budget Trf	Prior YTD Budget Trfs	Revised Budget	Year to Date Actual	Encumbered/ Ordered	Total Expenditures	Variance	Forecasted Expenditure	Forecasted Balance
2310.55400. Advertising - BOE Office	\$ 500.00	\$ -	\$ -	\$ 500.00	\$ 3,291.23	\$ -	\$ 3,291.23	\$ (2,791.23)	\$ -	\$ (2,791.23)
2310.55800. Conference/Travel - BOE Office	\$ 300.00	\$ -	\$ -	\$ 300.00	\$ -	\$ -	\$ -	\$ 300.00	\$ -	\$ 300.00
2310.56100. Supplies - BOE Office	\$ 1,400.00	\$ -	\$ -	\$ 1,400.00	\$ 335.21	\$ 246.96	\$ 582.17	\$ 817.83	\$ 408.92	\$ 408.92
2310.58100. Dues & Fees - BOE Office	\$ 2,416.00	\$ -	\$ -	\$ 2,416.00	\$ -	\$ -	\$ -	\$ 2,416.00	\$ 2,462.00	\$ (46.00)
2310.58900. Graduation Costs - BOE Office	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00	\$ -	\$ 418.59	\$ 418.59	\$ 581.41	\$ 1,000.00	\$ (418.59)
<b>Total</b>	<b>\$ 98,497.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 98,497.00</b>	<b>\$ 47,073.48</b>	<b>\$ 11,736.05</b>	<b>\$ 58,809.53</b>	<b>\$ 39,687.47</b>	<b>\$ 25,879.42</b>	<b>\$ 13,808.06</b>
<b>2320-Superintendents Office</b>										
2320.51900. Wages Paid - Superintendent	\$ 75,500.00	\$ -	\$ -	\$ 75,500.00	\$ 51,333.30	\$ -	\$ 51,333.30	\$ 24,166.70	\$ 25,666.70	\$ (1,500.00)
2320.51901. Wages Paid - Non-Certified - Supt Admin Office	\$ 12,302.00	\$ -	\$ -	\$ 12,302.00	\$ 7,931.20	\$ -	\$ 7,931.20	\$ 4,370.80	\$ 4,394.44	\$ (23.64)
2320.52100. Group Life Insurance - Superintendent Office	\$ 134.00	\$ -	\$ -	\$ 134.00	\$ 5.66	\$ -	\$ 5.66	\$ 128.34	\$ 1.90	\$ 126.44
2320.52200. FICA/Medicare Employer - Superintendent	\$ 2,072.00	\$ -	\$ -	\$ 2,072.00	\$ 1,317.06	\$ -	\$ 1,317.06	\$ 754.94	\$ 742.35	\$ 12.59
2320.52300. Pension Contributions - Superintendent's Office	\$ 493.00	\$ -	\$ -	\$ 493.00	\$ 322.33	\$ -	\$ 322.33	\$ 170.67	\$ 170.70	\$ (0.03)
2320.52800. Health Insurance - Superintendent's Office	\$ 6,030.00	\$ -	\$ -	\$ 6,030.00	\$ 3,644.96	\$ -	\$ 3,644.96	\$ 2,385.04	\$ 2,071.29	\$ 313.75
2320.55800. Conference/Travel - Superintendent's Office	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ -	\$ 1,000.00
2320.56100. Supplies - Superintendent's Office	\$ 300.00	\$ -	\$ -	\$ 300.00	\$ 48.16	\$ -	\$ 48.16	\$ 251.84	\$ 125.92	\$ 125.92
2320.58100. Dues & Fees - Superintendent's Office	\$ 1,561.00	\$ -	\$ -	\$ 1,561.00	\$ 250.00	\$ -	\$ 250.00	\$ 1,311.00	\$ 4,121.00	\$ (2,810.00)
<b>Total</b>	<b>\$ 99,392.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 99,392.00</b>	<b>\$ 64,852.67</b>	<b>\$ -</b>	<b>\$ 64,852.67</b>	<b>\$ 34,539.33</b>	<b>\$ 37,294.30</b>	<b>\$ (2,754.97)</b>
<b>2400-School Administration Office</b>										
2400.51900. Wages Paid - Principal	\$ 125,050.00	\$ -	\$ -	\$ 125,050.00	\$ 83,529.36	\$ -	\$ 83,529.36	\$ 41,520.64	\$ 41,764.64	\$ (244.00)
2400.51901. Wages Paid - Non-Certified - School Administration	\$ 59,163.00	\$ -	\$ -	\$ 59,163.00	\$ 27,882.81	\$ -	\$ 27,882.81	\$ 31,280.19	\$ 16,807.50	\$ 14,472.69
2400.52100. Group Life Insurance - School Administration Office	\$ 202.00	\$ -	\$ -	\$ 202.00	\$ 122.85	\$ -	\$ 122.85	\$ 79.15	\$ 78.75	\$ 0.40
2400.52200. FICA/Medicare Employer - School Administration	\$ 6,340.00	\$ -	\$ -	\$ 6,340.00	\$ 3,282.05	\$ -	\$ 3,282.05	\$ 3,057.95	\$ 3,060.68	\$ (2.73)
2400.52300. Pension Contributions - School Admin Office	\$ 1,770.00	\$ -	\$ -	\$ 1,770.00	\$ -	\$ -	\$ -	\$ 1,770.00	\$ 1,769.56	\$ 0.44
2400.52800. Health Insurance - School Administration Office	\$ 26,725.00	\$ -	\$ -	\$ 26,725.00	\$ 17,023.44	\$ -	\$ 17,023.44	\$ 9,701.56	\$ 8,309.96	\$ 1,391.60
2400.53300. Other Prof/Tech Services	\$ 2,000.00	\$ -	\$ -	\$ 2,000.00	\$ -	\$ -	\$ -	\$ 2,000.00	\$ -	\$ 2,000.00
2400.55301. Postage	\$ 3,500.00	\$ -	\$ -	\$ 3,500.00	\$ 1,175.00	\$ -	\$ 1,175.00	\$ 2,325.00	\$ 1,162.50	\$ 1,162.50
2400.55800. Conference/Travel - School Administration Office	\$ 750.00	\$ -	\$ -	\$ 750.00	\$ -	\$ -	\$ -	\$ 750.00	\$ -	\$ 750.00
2400.56100. Supplies	\$ 2,500.00	\$ -	\$ -	\$ 2,500.00	\$ 318.13	\$ -	\$ 318.13	\$ 2,181.87	\$ 1,090.94	\$ 1,090.94
2400.58100. Dues & Fees - School Administration	\$ 1,014.00	\$ -	\$ -	\$ 1,014.00	\$ 249.00	\$ -	\$ 249.00	\$ 765.00	\$ 675.00	\$ 90.00
<b>Total</b>	<b>\$ 229,014.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 229,014.00</b>	<b>\$ 133,582.64</b>	<b>\$ -</b>	<b>\$ 133,582.64</b>	<b>\$ 95,431.36</b>	<b>\$ 74,719.53</b>	<b>\$ 20,711.84</b>
<b>2510-Business Office</b>										
2510.51901. Wages Paid - Non Certified - Business Office	\$ 91,863.00	\$ -	\$ -	\$ 91,863.00	\$ 63,217.19	\$ -	\$ 63,217.19	\$ 28,645.81	\$ 32,824.60	\$ (4,178.79)
2510.52100. Group Life Insurance - Business Office	\$ 68.00	\$ -	\$ -	\$ 68.00	\$ 51.03	\$ -	\$ 51.03	\$ 16.97	\$ 17.01	\$ (0.04)
2510.52200. FICA/Medicare Employer - Business Office	\$ 7,028.00	\$ -	\$ -	\$ 7,028.00	\$ 4,781.82	\$ -	\$ 4,781.82	\$ 2,246.18	\$ 2,565.38	\$ (319.20)
2510.52300. Pension Contributions - Business Office	\$ 2,020.00	\$ -	\$ -	\$ 2,020.00	\$ 2,800.34	\$ -	\$ 2,800.34	\$ (780.34)	\$ 1,723.12	\$ (2,503.46)
2510.52800. Health Insurance - Business Office	\$ 9,127.00	\$ -	\$ -	\$ 9,127.00	\$ 5,816.14	\$ -	\$ 5,816.14	\$ 3,310.86	\$ 2,856.07	\$ 454.79
2510.53300. Other Prof/Tech Services - Business Office	\$ 15,000.00	\$ -	\$ -	\$ 15,000.00	\$ 9,516.43	\$ -	\$ 9,516.43	\$ 5,483.57	\$ 4,950.00	\$ 533.57
2510.53410. Audit/Accounting Services - Business Office	\$ 25,750.00	\$ -	\$ -	\$ 25,750.00	\$ 15,299.06	\$ -	\$ 15,299.06	\$ 10,450.94	\$ 3,312.00	\$ 7,138.94
2510.55800. Conference/Travel - Business Office	\$ 300.00	\$ -	\$ -	\$ 300.00	\$ -	\$ -	\$ -	\$ 300.00	\$ -	\$ 300.00
2510.56100. Supplies - Business Office	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00	\$ 315.95	\$ 33.88	\$ 349.83	\$ 650.17	\$ 325.09	\$ 325.09
<b>Total</b>	<b>\$ 152,156.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 152,156.00</b>	<b>\$ 101,797.96</b>	<b>\$ 33.88</b>	<b>\$ 101,831.84</b>	<b>\$ 50,324.16</b>	<b>\$ 48,573.27</b>	<b>\$ 1,750.90</b>
<b>2600-Building &amp; Grounds</b>										
2600.51901. Wages Paid - Building Maintenance	\$ 109,255.00	\$ -	\$ -	\$ 109,255.00	\$ 60,991.89	\$ -	\$ 60,991.89	\$ 48,263.11	\$ 39,783.22	\$ 8,479.89
2600.52100. Group Life Insurance - Maintenance Department	\$ 138.00	\$ -	\$ -	\$ 138.00	\$ 116.55	\$ -	\$ 116.55	\$ 21.45	\$ 44.73	\$ (23.28)
2600.52200. FICA/Medicare Employer - Maintenance	\$ 8,358.00	\$ -	\$ -	\$ 8,358.00	\$ 4,519.97	\$ -	\$ 4,519.97	\$ 3,838.03	\$ 6,402.88	\$ (2,564.85)
2600.52300. Pension Contributions - Maintenance Office	\$ 3,528.00	\$ -	\$ -	\$ 3,528.00	\$ 1,814.82	\$ -	\$ 1,814.82	\$ 1,713.18	\$ 2,850.73	\$ (1,137.55)
2600.52800. Health Insurance - Maintenance	\$ 11,409.00	\$ -	\$ -	\$ 11,409.00	\$ 12,506.13	\$ -	\$ 12,506.13	\$ (1,097.13)	\$ 21,166.98	\$ (22,264.11)
2600.54010. Purchased Property Services	\$ 23,075.00	\$ -	\$ -	\$ 23,075.00	\$ 16,064.28	\$ 6,414.90	\$ 22,479.18	\$ 595.82	\$ -	\$ 595.82
2600.54101. Rubbish Removal	\$ 7,935.00	\$ -	\$ -	\$ 7,935.00	\$ 5,837.69	\$ 1,971.42	\$ 7,809.11	\$ 125.89	\$ -	\$ 125.89
2600.54300. Equipment Repairs & Maint	\$ 5,000.00	\$ -	\$ -	\$ 5,000.00	\$ 1,909.22	\$ 1,222.10	\$ 3,131.32	\$ 1,868.68	\$ 934.34	\$ 934.34
2600.54301. Building Repairs & Maint	\$ 5,000.00	\$ -	\$ -	\$ 5,000.00	\$ 6,092.11	\$ 1,049.50	\$ 7,141.61	\$ (2,141.61)	\$ -	\$ (2,141.61)
2600.54411. Water	\$ 2,500.00	\$ -	\$ -	\$ 2,500.00	\$ 1,309.78	\$ 1,250.00	\$ 2,559.78	\$ (59.78)	\$ -	\$ (59.78)
2600.54412. Sewer	\$ 1,700.00	\$ -	\$ -	\$ 1,700.00	\$ 919.86	\$ 850.00	\$ 1,769.86	\$ (69.86)	\$ -	\$ (69.86)
2600.55300. Communications - Telephone & Internet	\$ 11,000.00	\$ -	\$ -	\$ 11,000.00	\$ 4,739.30	\$ 3,076.00	\$ 7,815.30	\$ 3,184.70	\$ -	\$ 3,184.70
2600.55800. Conference/Travel - Building Maintenance	\$ 100.00	\$ -	\$ -	\$ 100.00	\$ -	\$ -	\$ -	\$ 100.00	\$ -	\$ 100.00
2600.56100. General Supplies - Maintenance Department	\$ 16,000.00	\$ -	\$ -	\$ 16,000.00	\$ 5,019.74	\$ 825.04	\$ 5,844.78	\$ 10,155.22	\$ 7,616.42	\$ 2,538.81
2600.56220. Electricity	\$ 60,550.00	\$ -	\$ -	\$ 60,550.00	\$ 37,173.09	\$ 25,229.15	\$ 62,402.24	\$ (1,852.24)	\$ -	\$ (1,852.24)
2600.56230. Liquid Propane	\$ 11,000.00	\$ -	\$ -	\$ 11,000.00	\$ 11,348.65	\$ 10,651.35	\$ 22,000.00	\$ (11,000.00)	\$ -	\$ (11,000.00)
2600.56240. Heating Oil	\$ 21,150.00	\$ -	\$ -	\$ 21,150.00	\$ 6,841.75	\$ 9,307.32	\$ 16,149.07	\$ 5,000.93	\$ 15,000.00	\$ (9,999.07)
2600.56260. Gasoline	\$ 400.00	\$ -	\$ -	\$ 400.00	\$ 32.76	\$ -	\$ 32.76	\$ -	\$ 200.00	\$ 167.24
2600.57300. Equipment	\$ -	\$ -	\$ -	\$ -	\$ 494.82	\$ -	\$ 494.82	\$ (494.82)	\$ 5,000.00	\$ (5,494.82)
<b>Total</b>	<b>\$ 298,098.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 298,098.00</b>	<b>\$ 177,732.41</b>	<b>\$ 61,846.78</b>	<b>\$ 239,579.19</b>	<b>\$ 58,518.81</b>	<b>\$ 98,999.30</b>	<b>\$ (40,480.49)</b>
<b>2700-Student Transportation</b>										
2700.55100. Contracted Pupil Transp Reg	\$ 394,192.00	\$ -	\$ -	\$ 394,192.00	\$ 187,688.73	\$ 168,535.68	\$ 356,224.41	\$ 37,967.59	\$ -	\$ 37,967.59

BOE Budget v. Actual 2/28/22										
	Approved Budget	Current Mo. Budget Trf	Prior YTD Budget Trfs	Revised Budget	Year to Date Actual	Encumbered/ Ordered	Total Expenditures	Variance	Forecasted Expenditure	Forecasted Balance
2700.55108. Contracted Pupil Transp Spec Ed HS	\$ 81,030.00	\$ -	\$ -	\$ 81,030.00	\$ 35,864.62	\$ 65,070.30	\$ 100,934.92	\$ (19,904.92)	\$ 38,784.32	\$ (58,689.24)
2700.55109. Contracted Pupil Transp Spec Ed Elem\Summer School	\$ 22,905.00	\$ -	\$ -	\$ 22,905.00	\$ 45,284.40	\$ 8,811.00	\$ 54,095.40	\$ (31,190.40)	\$ 1,800.00	\$ (32,990.40)
2700.55150. Contracted Pupil Transp Athletics/Ext Curr	\$ 8,775.00	\$ -	\$ -	\$ 8,775.00	\$ 3,184.79	\$ 598.76	\$ 3,783.55	\$ 4,991.45	\$ 2,000.00	\$ 2,991.45
2700.55151. Contracted Pupil Transp Field Trips	\$ 2,500.00	\$ -	\$ -	\$ 2,500.00	\$ 260.56	\$ -	\$ 260.56	\$ 2,239.44	\$ -	\$ 2,239.44
2700.56260. Gasoline	\$ 35,000.00	\$ -	\$ -	\$ 35,000.00	\$ 18,533.87	\$ 16,910.37	\$ 35,444.24	\$ (444.24)	\$ -	\$ (444.24)
<b>Total</b>	<b>\$ 544,402.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 544,402.00</b>	<b>\$ 290,816.97</b>	<b>\$ 259,926.11</b>	<b>\$ 550,743.08</b>	<b>\$ (6,341.08)</b>	<b>\$ 42,584.32</b>	<b>\$ (48,925.40)</b>
<b>6000-HS Tuition</b>										
6000.000100.55610. Tuition - HS Regular Ed - public schools	\$ 1,180,533.00	\$ -	\$ -	\$ 1,180,533.00	\$ 697,326.54	\$ 330,778.44	\$ 1,028,104.98	\$ 152,428.02		\$ 152,428.02
6000.000200.55610. Tuition - HS Special Ed - public schools	\$ 524,480.00	\$ -	\$ -	\$ 524,480.00	\$ 467,496.54	\$ 90,866.85	\$ 558,363.39	\$ (33,883.39)	\$ 215,564.73	\$ (249,448.12)
6000.000200.55630. Tuition - HS Special Ed - private schools	\$ 259,859.00	\$ -	\$ -	\$ 259,859.00	\$ 251,961.72	\$ 58,650.00	\$ 310,611.72	\$ (50,752.72)	\$ (70,000.00)	\$ 19,247.28
<b>Total</b>	<b>\$ 1,964,872.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,964,872.00</b>	<b>\$ 1,416,784.80</b>	<b>\$ 480,295.29</b>	<b>\$ 1,897,080.09</b>	<b>\$ 67,791.91</b>	<b>\$ 145,564.73</b>	<b>\$ (77,772.82)</b>
<b>6100-Elementary Tuition</b>										
6100.55631. Tuition - Elem Special Ed - private schools	\$ 79,398.00	\$ -	\$ -	\$ 79,398.00	\$ 73,416.00	\$ 55,913.00	\$ 129,329.00	\$ (49,931.00)	\$ -	\$ (49,931.00)
6100.000100.55660. Tuition - Elem Magnet Schools	\$ 144,984.00	\$ (105,159.00)	\$ -	\$ 39,825.00	\$ 40,725.00	\$ -	\$ 40,725.00	\$ (900.00)	\$ -	\$ (900.00)
6100.000200.55660. Tuition - Elem Magnet Schools - Special Ed	\$ -	\$ 105,159.00	\$ -	\$ 105,159.00	\$ 84,135.23	\$ 31,038.02	\$ 115,173.25	\$ (10,014.25)	\$ -	\$ (10,014.25)
<b>Total</b>	<b>\$ 224,382.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 224,382.00</b>	<b>\$ 198,276.23</b>	<b>\$ 86,951.02</b>	<b>\$ 285,227.25</b>	<b>\$ (60,845.25)</b>	<b>\$ -</b>	<b>\$ (60,845.25)</b>
<b>Total Expenditures</b>	<b>\$ 6,787,139.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 6,787,139.00</b>	<b>\$ 4,148,893.26</b>	<b>\$ 973,009.90</b>	<b>\$ 5,121,903.16</b>	<b>\$ 1,665,235.84</b>	<b>\$ 1,543,776.84</b>	<b>\$ 121,459.01</b>
						61.13%				

**MEMORANDUM**  
**MUNICIPAL ACCOUNTABILITY REVIEW BOARD**

**To:** Municipal Accountability Review Board  
**From:** Julian Freund  
**Subject:** Update on Hartford Subcommittee  
**Date:** April 11, 2022

The Hartford Subcommittee met on March 24.

FY 2023 Board of Education Budget: The Subcommittee reviewed the proposed FY 2023 Board of Education Budget. The FY 2023 budget is virtually flat when compared to the adopted FY 2022 budget, both in terms of the General Fund request as well as the All-Funds budget (i.e. including grant sources). However, when compared to the adjusted FY 2022 expenditure budget, the FY 2023 proposal would require approximately \$14 million in budget mitigation. The FY 2023 budget represents the first full implementation of equity-based budgeting following a multi-year phase-in.

Special Education: The Subcommittee continued its discussion regarding challenges in providing special education services and managing special education costs. Four themes to consider for legislative or policy change were identified that would potentially provide relief to the District: 1) Providing home districts with more representation on Planning and Placement Teams (PPTs) for students in the open choice environment; 2) Requiring cost analyses of Individualized Education Programs (IEPs) and estimates of the cost of serving students; 3) Amending the excess cost sharing formula for open choice students; and 4) Providing home districts with the right of first refusal to serve outplaced open choice students in instances where the home district has the appropriate programming in place. The Subcommittee agreed to continue the discussion around these themes.

Other: The City provided updates on the status of budget mitigation measures and provided data regarding energy contracts and staff turnover that had previously been requested. The City also provided an overview of the results of the October 2021 revaluation. The summary is attached to this update.

\* The next meeting of the Hartford Subcommittee is April 28th.

Attachments:

- October 2021 Revaluation Summary



Code	2020 GL Count	Class	2020 Market Value	2020 GL Assmt Ratio	2020 GL Gross Assessments	2020 GL Total Exemptions	2020 GL Total Net Assessment	2021 Market Value	2021 GL Assmt Ratio	2021 GL Gross Assessments	2021 GL Total Exemptions	2021 GL Total Net Assessment	GL Total Net Assessment Change \$	GL Total Net Assessment Change %
<b>Real Property</b>														
100	21,856	Residential	2,618,668,543	35.0000%	924,397,020	3,535,668	912,998,322	3,487,926,386	36.7500%	1,302,852,866	3,535,668	1,291,986,713	378,988,391	41.51%
101	7231	One Family	1,081,466,469	35.0000%	378,513,264	1,788,211	376,725,053	1,384,277,080	36.7500%	514,095,859	2,234,830	511,864,029	135,138,976	35.87%
102	3109	Two Family	534,189,837	35.0000%	186,966,443	715,116	186,251,327	731,840,077	36.7500%	272,168,240	489,000	271,709,240	85,457,913	45.88%
103	3251	Three Family	553,074,211	35.0000%	193,575,974	740,397	192,835,577	801,957,607	36.7500%	298,317,458	186,250	298,131,208	105,295,631	54.60%
105	2888	Condominium	218,081,651	35.0000%	76,328,578	291,944	76,036,634	246,432,266	36.7500%	90,289,352	222,303	90,067,049	14,030,415	18.45%
107	21	Multi Fam Res	9,181,800	35.0000%	3,213,630	-	3,213,630	11,936,340	36.7500%	4,307,366	-	4,307,366	1,093,736	34.03%
108	481	Condo Garage	3,734,100	35.0000%	1,306,935	-	1,306,935	4,966,353	36.7500%	1,843,882	-	1,843,882	536,947	41.08%
150	4875	Condo Conversion res	218,940,474	35.0000%	76,629,166	-	76,629,166	306,516,664	36.7500%	114,063,939	-	114,063,939	37,434,773	48.85%
200	1,290	Commercial	1,874,875,911	70.00%	1,312,413,138	-	1,312,413,138	1,781,132,116	70.00%	1,251,606,416	-	1,251,606,416	(60,806,722)	-4.63%
300	101	Industrial	76,126,720	70.00%	53,288,704	849,934	52,438,770	91,352,064	70.00%	57,427,020	735,600	56,691,420	4,252,650	8.11%
400	10	Public Utility	26,582,100	70.00%	18,607,470	-	18,607,470	27,113,742	70.00%	19,316,150	-	19,316,150	708,680	3.81%
500	924	Vacant Land	122,196,494	70.00%	85,537,546	-	85,537,546	103,867,020	70.00%	74,839,625	-	74,839,625	(10,697,921)	-12.51%
600	1	Use Assmt	19,200	70.00%	13,440	-	13,440	19,200	70.00%	5,110	-	5,110	(8,330)	-61.98%
170	287	Condo Conversion apt	11,232,900	70.00%	7,863,030	-	7,863,030	-	70.00%	7,763,770	-	7,763,770	(99,260)	-1.26%
180	17	CRDA Apartments	58,529,420	35.00%	20,485,297	-	20,485,297	94,817,660	36.75%	46,268,691	-	46,268,691	25,783,394	125.86%
800	1,481	Apartments	753,601,124	70.00%	527,520,787	-	527,520,787	1,055,041,574	70.00%	715,531,498	31,500	715,499,998	187,979,211	35.63%
<b>Totals</b>	<b>25,967</b>		<b>5,541,832,413</b>	<b>70.00%</b>	<b>\$2,942,263,402</b>	<b>4,385,602</b>	<b>\$2,937,877,800</b>	<b>6,641,269,763</b>	<b>70.00%</b>	<b>\$3,467,847,376</b>	<b>3,869,483</b>	<b>\$3,463,977,893</b>	<b>\$526,100,093</b>	<b>17.91%</b>
<b>Personal Property</b>	<b>3,788</b>	<b>Pers. Property</b>	<b>1,233,492,700</b>	<b>70.00%</b>	<b>863,444,890</b>	<b>27,313,420</b>	<b>836,131,470</b>	<b>1,233,492,700</b>	<b>70.00%</b>	<b>867,136,900</b>	<b>22,270,940</b>	<b>844,865,960</b>	<b>8,734,490</b>	<b>1.04%</b>
<b>Motor Vehicle</b>	<b>49,000</b>	<b>Motor Vehicle</b>	<b>552,440,427</b>	<b>70.00%</b>	<b>386,708,299</b>	<b>7,755,624</b>	<b>378,952,675</b>	<b>496,770,784</b>	<b>70.00%</b>	<b>496,770,784</b>	<b>8,432,584</b>	<b>488,338,200</b>	<b>109,385,525</b>	<b>28.87%</b>
<b>Grand Totals</b>		<b>All</b>	<b>7,327,765,540</b>	<b>57.21%</b>	<b>4,192,416,591</b>	<b>39,454,646</b>	<b>4,152,961,945</b>	<b>7,874,762,463</b>	<b>61.36%</b>	<b>4,831,755,060</b>	<b>34,573,007</b>	<b>4,797,182,053</b>	<b>644,220,108</b>	<b>15.51%</b>

# City of Hartford

FY2022

## Monthly Financial Report to the Municipal Accountability Review Board



February 2022

(FY2022 P8)

*Meeting date: April 14, 2022*

**City of Hartford**  
**Budget and Financial Report**  
**to the Municipal Accountability Review Board**

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City of Hartford - FY2022 General Fund Financial Report & Projection

4/7/2022

Revenue Category	FY2021 AUDITED ACTUAL	FY2022 ADOPTED BUDGET	FY2022 REVISED BUDGET	FY2021 ACTUAL (FEBRUARY)	FY2022 ACTUAL (FEBRUARY)	FY2022 PROJECTION	VARIANCE (FAV)/UNFAV
41 General Property Taxes <sup>1</sup>	(297,194,132)	(288,722,169)	(288,722,169)	(272,539,479)	(284,991,879)	(293,578,248)	(4,856,079)
42 Licenses & Permits <sup>2</sup>	(8,297,671)	(6,166,426)	(6,166,426)	(5,348,726)	(4,001,464)	(6,412,710)	(246,284)
43 Fines Forfeits & Penalties <sup>3</sup>	(161,103)	(147,282)	(147,282)	(112,921)	(108,784)	(179,003)	(31,721)
44 Revenue from Money & Property <sup>4</sup>	(934,157)	(1,222,188)	(1,222,188)	(508,856)	(694,822)	(1,190,170)	32,018
45 Intergovernmental Revenues <sup>5 17</sup>	(311,514,107)	(269,161,247)	(280,056,182)	(155,475,688)	(177,571,899)	(279,564,568)	491,614
46 Charges For Services <sup>6</sup>	(4,289,956)	(3,061,155)	(3,061,155)	(2,337,375)	(3,279,515)	(4,397,040)	(1,335,885)
47 Reimbursements <sup>7</sup>	(105,682)	(91,869)	(91,869)	(57,696)	(39,640)	(91,003)	866
48 Other Revenues <sup>8</sup>	(191,935)	(193,822)	(193,822)	(174,360)	(102,006)	(207,104)	(13,282)
53 Other Financing Sources <sup>9</sup>	(10,052,054)	(15,193,000)	(15,193,000)	(2,280,960)	(2,552,358)	(15,193,000)	-
<b>Total Revenues<sup>18</sup></b>	<b>(632,740,797)</b>	<b>(583,959,158)</b>	<b>(594,854,093)</b>	<b>(438,836,063)</b>	<b>(473,342,367)</b>	<b>(600,812,846)</b>	<b>(5,958,753)</b>

Expenditure Category	FY2021 AUDITED ACTUAL	FY2022 ADOPTED BUDGET	FY2022 REVISED BUDGET	FY2021 ACTUAL (FEBRUARY)	FY2022 ACTUAL (FEBRUARY)	FY2022 PROJECTION	VARIANCE FAV/(UNFAV)
Payroll <sup>10</sup>	104,442,101	118,818,274	118,895,214	68,178,342	74,045,531	119,318,566	(423,352)
Benefits <sup>11</sup>	85,728,017	97,663,761	78,263,761	57,744,244	42,553,208	77,880,986	382,775
Debt & Other Capital <sup>12 17</sup>	110,293,644	11,299,875	41,594,810	4,844,542	35,141,587	41,594,810	-
Library <sup>16</sup>	1,669,020	8,460,590	8,460,590	1,112,680	(2,820,197)	8,460,590	-
Metro Hartford Innovation Services <sup>16</sup>	3,167,436	4,190,683	4,190,683	2,111,624	754,381	4,190,683	-
Utilities <sup>13</sup>	26,410,398	27,831,450	27,831,450	17,551,296	18,430,780	29,166,250	(1,334,800)
Other Non-Personnel <sup>14</sup>	24,359,578	31,681,251	31,604,311	12,574,012	14,770,474	32,084,831	(480,520)
Education <sup>15</sup>	275,667,573	284,013,274	284,013,274	158,013,035	158,013,035	284,013,274	-
<b>Total Expenditures<sup>18</sup></b>	<b>631,737,767</b>	<b>583,959,158</b>	<b>594,854,093</b>	<b>322,129,776</b>	<b>340,888,800</b>	<b>596,709,990</b>	<b>(1,855,897)</b>
<b>Revenues and Expenditures incl. Committed and Assigned, Net</b>	<b>(1,003,030)</b>	<b>-</b>	<b>-</b>	<b>(116,706,287)</b>	<b>(132,453,567)</b>	<b>(4,102,856)</b>	

## REVENUE FOOTNOTES

- <sup>1</sup> (1) Cumulative through February, current year tax levy revenues actuals are 4.80% or \$12.56M higher than FY2021 Period 8 (February).  
(2) Prior Year Levy collections actuals are tracking favorably by \$896K compared to the FY2021 cumulative through February.  
(3) Interest and liens collections actuals are lower by \$565K through February compared to FY2021.  
(4) Revenues from subsequent tax lien sales are typically recorded in the 4th quarter of the fiscal year.
- <sup>2</sup> The Licenses and Permits revenue category is primarily comprised of building, electrical, mechanical, plumbing permits, and food and milk dealer licenses. This revenue category's actuals are tracking unfavorably by 25.19% or \$1.35M compared to the FY2021 cumulative through February due to 2Q2021 including several significant permits sold for large projects which did not reoccur in 2Q2022. This revenue category is projected to be at budget based on known upcoming projects in the City of Hartford.
- <sup>3</sup> The Fines, Forfeits and Penalties revenue line item is primarily comprised of false alarms fines and projected to be slightly higher than the FY2022 budget due to strong collections on false alarms.
- <sup>4</sup> Revenue from Money and Property contains lease/rental and short-term investment income. FY2022 actuals are tracking slightly higher than February FY2021 due to increasing park property and other City property rentals in FY2022. This revenue category is projected to be slightly lower than the FY2022 budget.
- <sup>5</sup> FY2022 Intergovernmental Revenues YTD primarily reflect the receipts of Education Cost Sharing, Supplemental Car Tax and PILOT revenues from the State. State PILOT increased by approximately \$11M over the original budget. This additional funding was moved to CIP in November 2021 and is in line with the resolution passed in May 2021. Unfavorable projections due in part to lower than anticipated PILOT payments due to COVID.
- <sup>6</sup> Charges for Services contains revenues associated with the conveyance tax, transcript/filing of records, and special events. Conveyance tax revenue continues to be strong in FY2022 and is projected to be higher than budget. This revenue line item varies each year with historical actuals ranging from \$2.8M to \$4.3M.
- <sup>7</sup> **Reimbursements** (primarily Section 8) largely occur at fiscal year end.
- <sup>8</sup> **Other Revenues** will vary year to year based on unanticipated items such as settlements.
- <sup>9</sup> Other Financing Sources reflects revenues from Corporate Contribution (1), DoNo Stadium Fund (2), the Parking Authority Fund (3), Special Police Service Fund (4), and other (5).  
(1) A Corporate Contribution of \$10M is broken down between the City of Hartford General Fund (\$3.333M) and Hartford Public Library (HPL)(\$6.667M).  
(2) Yard Goat Admission Tax is received monthly and is included in the year to date actuals.  
(3) The revenue from Hartford Parking Authority is received quarterly.  
(4) Revenues from Police Private Duty are posted quarterly and are projected to meet the budget.  
(5) Other revenues are projected to be \$0.

## EXPENDITURE FOOTNOTES

- <sup>10</sup> Payroll (FT, PT, OT and Holiday) is projected to be net unfavorable by \$423K. The methodology of the full-time payroll projection (detailed in the appendix) reflects 20.4 weeks of actual payroll expenses with 21.8 weeks remaining. Vacancies are assumed to be refilled with 17.8 weeks remaining in the fiscal year. Vacancy and attrition savings of \$7.15M and \$138K of favorability in Holiday Pay is offset by a projected shortfall of \$7.12M in OT and \$591K in PT. City-wide FY2022 budgeted attrition has been increased by \$1.77M from FY2021. Payroll will continue to be monitored throughout the fiscal year.
- <sup>11</sup> Benefits and Insurances is projected to be net favorable due to health claims, Social Security and various insurance premiums. A budget transfer of \$19.40M from Benefits to Debt Service will fund capital needs. American Rescue Plan resources will fund actual benefit expenditures, as needed, in FY2022.
- <sup>12</sup> The FY2022 Adopted Budget for Debt & Other Capital are comprised of \$4.65M for Downtown North principal and interest, \$107K for a Grant in Lieu of Taxes payment, \$116K for Clean Water loan principal and interest and \$6.43M for Pay-As-You-Go CapEx. In addition, there have been budget increases of \$10.89M for a mid-FY2022 increase for Payment in Lieu of Taxes and \$19.40M transferred from Benefits and Insurances for a grand total of \$41.59M.
- <sup>13</sup> Utilities are projected to be net unfavorable due to water, tipping fees and fuel.
- <sup>14</sup> Other Non-Personnel is unfavorable due to tax refunds, offset by audit services and leases.
- <sup>15</sup> Education YTD actuals reflect 8 months of the City's tax supported payment of \$96M and two payment from the State of Connecticut. The \$188M ECS will be recorded as the State allocation is received.
- <sup>16</sup> The American Rescue Plan will fund \$8.46M of Library expenditures and \$2.04M of MHIS expenditures. Actual expenditures have been adjusted. A budget transfer will occur in the next period for related expenditures and revenues.
- <sup>17</sup> Under the executed Contract Assistance agreement, \$54.68M of General Obligation debt service payments are made on the City's behalf by the State of Connecticut in FY2022. Consistent with GAAP rules, the contract assistance payments are recorded as donated capital revenue. The debt service expenditures are recorded in the ledger in the Debt Service line item to properly reflect the retirement of debt. This unbudgeted debt expense is offset by contract assistance revenue, together of which nets to zero.
- <sup>18</sup> The City's financial system (Munis) reflects revenues as negative values (credits) and expenditures as positive values. A negative variance for revenues is favorable. A positive variance for revenues is unfavorable.

**Revenue Summary - Major Category**

	FY2021 AUDITED ACTUAL	FY2022 ADOPTED BUDGET	FY2022 REVISED BUDGET	FY2021 ACTUAL (FEBRUARY)	FY2022 ACTUAL (FEBRUARY)
<b>41-TAXES</b>	<b>(297,194,132)</b>	<b>(288,722,169)</b>	<b>(288,722,169)</b>	<b>(272,539,479)</b>	<b>(284,991,879)</b>
CURRENT YEAR TAX LEVY	(276,333,498)	(279,792,169)	(279,792,169)	(261,506,942)	(274,069,010)
INTEREST AND LIENS	(7,090,212)	(3,800,000)	(3,800,000)	(3,793,303)	(3,228,286)
PRIOR YEAR LEVIES	(12,539,248)	(4,580,000)	(4,580,000)	(6,380,227)	(7,276,236)
TAX LIEN SALES	(273,643)	(450,000)	(450,000)	-	(187,912)
OTHER	(957,531)	(100,000)	(100,000)	(859,007)	(230,434)
<b>42-LICENSES AND PERMITS</b>	<b>(8,297,671)</b>	<b>(6,166,426)</b>	<b>(6,166,426)</b>	<b>(5,348,726)</b>	<b>(4,001,464)</b>
BUILDING PERMITS	(4,951,690)	(3,614,100)	(3,614,100)	(3,352,817)	(2,012,493)
ELECTRICAL PERMITS	(1,125,842)	(797,665)	(797,665)	(656,902)	(552,190)
FOOD & MILK DEALER LICENSES	(201,975)	(135,000)	(135,000)	(86,606)	(141,559)
MECHANICAL PERMITS	(860,754)	(800,000)	(800,000)	(555,870)	(444,540)
PLUMBING PERMITS	(571,975)	(337,846)	(337,846)	(333,810)	(257,900)
OTHER	(585,435)	(481,815)	(481,815)	(362,721)	(592,781)
<b>43-FINES FORFEITS AND PENALTIES</b>	<b>(161,103)</b>	<b>(147,282)</b>	<b>(147,282)</b>	<b>(112,921)</b>	<b>(108,784)</b>
FALSE ALARM CITATIONS-POL&FIRE	(157,179)	(138,000)	(138,000)	(111,634)	(98,307)
LAPSED LICENSE/LATE FEE	-	(7,100)	(7,100)	100	(2,900)
OTHER	(3,924)	(2,182)	(2,182)	(1,387)	(7,577)
<b>44-INTEREST AND RENTAL INCOME</b>	<b>(934,157)</b>	<b>(1,222,188)</b>	<b>(1,222,188)</b>	<b>(508,856)</b>	<b>(694,822)</b>
BILLINGS FORGE	(15,538)	(20,428)	(20,428)	(5,476)	(17,000)
CT CENTER FOR PERFORM ART	(54,167)	(50,000)	(50,000)	(33,333)	(33,333)
INTEREST	(240,486)	(248,000)	(248,000)	(170,089)	(180,864)
RENT OF PROP-ALL OTHER	(92,901)	(118,108)	(118,108)	(61,040)	(58,383)
RENTAL OF PARK PROPERTY	(22,100)	(72,565)	(72,565)	(8,075)	(23,955)
RENTAL OF PARKING LOTS	-	(600)	(600)	-	(26,021)
RENTAL OF PROP-FLOOD COMM	(85,320)	(148,560)	(148,560)	(59,640)	(81,120)
RENTAL-525 MAIN STREET	(35,605)	(21,094)	(21,094)	(28,153)	(29,799)
RENTS FROM TENANTS	(191,437)	(115,320)	(115,320)	(116,370)	(111,517)
SHEPHERD PARK	(132,996)	(234,393)	(234,393)	-	-
THE RICHARDSON BUILDING	(27,463)	(156,976)	(156,976)	(8,609)	(68,690)
UNDERWOOD TOWER PILOT	(36,144)	(36,144)	(36,144)	(18,072)	(36,144)
<b>45-INTERGOVERNMENTAL</b>	<b>(311,514,107)</b>	<b>(269,161,247)</b>	<b>(280,056,182)</b>	<b>(155,475,688)</b>	<b>(177,571,899)</b>
<b>MUNICIPAL AID</b>	<b>(251,311,079)</b>	<b>(254,029,155)</b>	<b>(264,924,090)</b>	<b>(154,531,535)</b>	<b>(165,424,584)</b>
CAR TAX SUPPL MRSF REV SHARING	(11,344,984)	(11,344,984)	(11,344,984)	(11,344,984)	(11,344,984)
EDUCATION COST SHARING	(185,256,814)	(187,974,890)	(187,974,890)	(93,987,446)	(93,987,446)
HIGHWAY GRANT	(1,188,254)	(1,188,254)	(1,188,254)	(1,188,254)	(1,186,368)
MASHANTUCKET PEQUOT FUND	(6,136,523)	(6,136,523)	(6,136,523)	(2,045,508)	(2,045,508)
MRSA BONDED DISTRIBUTION GRANT	(1,419,161)	(1,419,161)	(1,419,161)	-	-
MRSF SELECT PILOT	(12,422,113)	(12,422,113)	(12,422,113)	(12,422,113)	(12,422,113)
MUNICIPAL STABILIZATION GRANT	(3,370,519)	(3,370,519)	(3,370,519)	(3,370,519)	(3,370,519)
PRIV TAX EXEMPT PROPERTY	(20,009,758)	(20,009,758)	(20,009,758)	(30,904,693)	(30,904,693)
STATE OWNED PROPERTY	(10,162,953)	(10,162,953)	(10,162,953)	(10,162,953)	(10,162,953)
<b>OTHER MUNICIPAL AID</b>	<b>(56,314,629)</b>	-	-	-	-
STATE CONTRACT ASSISTANCE	(56,314,629)	-	-	-	-
<b>OTHER STATE REVENUES</b>	<b>(91,351)</b>	<b>(11,210,168)</b>	<b>(11,210,168)</b>	<b>(71,294)</b>	<b>(11,133,422)</b>
DISTRESSED MUNICIPALITIES	(4,582)	(11,114,995)	(11,114,995)	(4,582)	(11,114,995)
JUDICIAL BRANCH REV DISTRIB.	(62,253)	(66,947)	(66,947)	(42,197)	-
VETERANS EXEMPTIONS	(24,516)	(28,226)	(28,226)	(24,516)	(18,427)
<b>PILOTS, MIRA &amp; OTHER INTERGOVERNMENTAL</b>	<b>(3,793,853)</b>	<b>(3,918,624)</b>	<b>(3,918,624)</b>	<b>(870,565)</b>	<b>(1,013,494)</b>
CRRA - PILOT	-	-	-	-	-
DISABIL EXEMPT-SOC SEC	(6,417)	(9,881)	(9,881)	(6,417)	(7,148)
GR REC TAX-PARI MUTUEL	(165,714)	(227,868)	(227,868)	(99,933)	(115,484)
HEALTH&WELFARE-PRIV SCH	(55,215)	(61,366)	(61,366)	(55,215)	(56,245)
MATERIALS INNOVATION RECYCLING	(1,500,000)	(1,500,000)	(1,500,000)	-	-
PHONE ACCESS LN TAX SH	(563,470)	(562,817)	(562,817)	(668)	-
PILOT CHURCH HOMES INC	(126,131)	(126,872)	(126,872)	(126,131)	(126,512)
PILOT FOR CT CTR FOR PERF	-	(357,056)	(357,056)	-	(273,269)
PILOT FOR HARTFORD 21	(500,000)	(500,000)	(500,000)	(250,000)	(250,000)
PILOT HARTFORD HILTON	(232,505)	-	-	-	(46,501)
PILOT HARTFORD MARRIOTT	(624,401)	(552,764)	(552,764)	(312,200)	(113,335)
PILOT TRINITY COLLEGE	(20,000)	(20,000)	(20,000)	(20,000)	(25,000)
<b>OTHER</b>	<b>(3,194)</b>	<b>(3,300)</b>	<b>(3,300)</b>	<b>(2,294)</b>	<b>(400)</b>
STATE REIMBURSEMENTS	(3,194)	(3,300)	(3,300)	(2,294)	(400)
<b>46-CHARGES FOR SERVICES</b>	<b>(4,289,956)</b>	<b>(3,061,155)</b>	<b>(3,061,155)</b>	<b>(2,337,375)</b>	<b>(3,279,515)</b>
CONVEYANCE TAX	(2,023,007)	(1,240,916)	(1,240,916)	(1,240,016)	(1,682,005)
FILING RECORD-CERTIF FEES	(337,475)	(300,000)	(300,000)	(207,724)	(302,812)
TRANSCRIPT OF RECORDS	(803,438)	(821,151)	(821,151)	(505,410)	(576,089)
OTHER	(1,126,037)	(699,088)	(699,088)	(330,225)	(718,608)
<b>47-REIMBURSEMENTS</b>	<b>(105,682)</b>	<b>(91,869)</b>	<b>(91,869)</b>	<b>(57,696)</b>	<b>(39,640)</b>
ADVERTISING LOST DOGS	(623)	(453)	(453)	(290)	(308)
ATM REIMBURSEMENT	-	(721)	(721)	-	-
DOG ACCT-SALARY OF WARDEN	(2,105)	(2,600)	(2,600)	-	-
OTHER REIMBURSEMENTS	-	(1,000)	(1,000)	-	-
REIMB FOR MEDICAID SERVICES	(12,753)	-	-	(12,753)	-
SECTION 8 MONITORING	(83,657)	(83,890)	(83,890)	(38,709)	(38,932)
OTHER	(6,544)	(3,205)	(3,205)	(5,944)	(400)
<b>48-OTHER REVENUES</b>	<b>(191,935)</b>	<b>(193,822)</b>	<b>(193,822)</b>	<b>(174,360)</b>	<b>(102,006)</b>
MISCELLANEOUS REVENUE	(182,881)	(170,962)	(170,962)	(170,138)	(85,301)
OVER & SHORT ACCOUNT	(169)	(737)	(737)	(163)	(30)
SALE CITY SURPLUS EQUIP	(515)	-	-	(515)	-
SALE OF DOGS	(6,351)	(5,993)	(5,993)	(3,617)	(4,630)
SETTLEMENTS - OTHER	-	(3,000)	(3,000)	-	(3,002)
OTHER	(2,019)	(13,130)	(13,130)	73	(9,043)
<b>53-OTHER FINANCING SOURCES</b>	<b>(10,052,054)</b>	<b>(15,193,000)</b>	<b>(15,193,000)</b>	<b>(2,280,960)</b>	<b>(2,552,358)</b>
CORPORATE CONTRIBUTION	(3,333,333)	(10,000,000)	(10,000,000)	-	-
DOWNTOWN NORTH (DONO)	(621,710)	(395,000)	(395,000)	-	(199,082)
REVENUE FROM HTFD PKG AUTHY	(1,942,610)	(2,048,000)	(2,048,000)	(899,888)	(1,500,000)
SPECIAL POLICE SERVICES	(4,154,401)	(2,750,000)	(2,750,000)	(1,381,072)	(853,276)
<b>Grand Total</b>	<b>(632,740,798)</b>	<b>(583,959,158)</b>	<b>(594,854,093)</b>	<b>(438,836,063)</b>	<b>(473,342,367)</b>

**CITY OF HARTFORD**  
**PROPERTY TAX COLLECTIONS REPORT FOR FY21 AND FY22**  
**PROPERTY TAX COLLECTION REPORT THROUGH FEBRUARY 28, 2022**

Month	Current Year Taxes		Prior Year Taxes		Interest		Liens Sales		Total Collections	
	Actual FY 21	Actual FY 22	Actual FY 21	Actual FY 22	Actual FY 21	Actual FY 22	Actual FY 21	Actual FY 22	FY 21	FY 22
July	91,265,549	100,781,340 <sup>1</sup>	113,251	962,504 <sup>2</sup>	496,088	292,231 <sup>1</sup>	-	-	91,874,888	102,036,074 <sup>1</sup>
August	47,619,102	43,818,629 <sup>1</sup>	1,035,620	1,660,552 <sup>1</sup>	492,040	406,382 <sup>1</sup>	-	-	49,146,762	45,885,563 <sup>1</sup>
September	3,597,283	2,354,099 <sup>3</sup>	1,035,675	1,234,241 <sup>3</sup>	461,078	660,811 <sup>3</sup>	-	-	5,094,036	4,249,151 <sup>3</sup>
October	2,548,895	1,620,537 <sup>4</sup>	1,130,119	786,197 <sup>4</sup>	490,655	358,588 <sup>4</sup>	-	-	4,169,669	2,765,323 <sup>4</sup>
November	1,301,195	2,414,141 <sup>5</sup>	1,438,745	567,061 <sup>5</sup>	891,410	289,710 <sup>5</sup>	13,090	187,912 <sup>6</sup>	3,644,440	3,458,824 <sup>5</sup>
December	14,009,256	20,209,585 <sup>7</sup>	440,158	655,480 <sup>7</sup>	305,344	322,547 <sup>7</sup>	(13,090)	-	14,741,667	21,187,611 <sup>7</sup>
January	82,675,244	80,054,887 <sup>7</sup>	616,190	1,026,226 <sup>7,8</sup>	352,382	545,976 <sup>7,8</sup>	-	-	83,643,816	81,627,089 <sup>7,8</sup>
February	18,490,419	22,815,794 <sup>7,9</sup>	570,470	383,975 <sup>7,9</sup>	304,306	352,041	-	-	19,365,194	23,551,810 <sup>7</sup>
March	7,288,908		1,207,018		784,851		-	-	9,280,777	-
April	4,035,237		668,671		533,097		-	-	5,237,005	-
May	1,415,861		501,771		352,426		-	-	2,270,058	-
June	2,139,405		2,340,309		1,618,210		273,643	-	6,371,567	-
<b>Total Collections</b>	<b>276,386,353</b>	<b>274,069,010</b>	<b>11,097,997</b>	<b>7,276,236</b>	<b>7,081,886</b>	<b>3,228,286</b>	<b>273,643</b>	<b>187,912</b>	<b>294,839,879</b>	<b>284,761,445</b>
<b>60 Day Collections</b>			<b>1,393,206</b>		<b>-</b>		<b>-</b>		<b>1,393,206</b>	<b>-</b>
<b>Reclass -- Year End entries</b>	<b>(52,855)</b>		<b>48,045</b>		<b>8,326</b>		<b>-</b>		<b>3,515</b>	<b>-</b>
<b>Adjusted Total Collections</b>	<b>276,333,498</b>	<b>274,069,010</b>	<b>12,539,248</b>	<b>7,276,236</b>	<b>7,090,212</b>	<b>3,228,286</b>	<b>273,643</b>	<b>187,912</b>	<b>296,236,601</b>	<b>284,761,445</b>
	<b>Current Year Taxes</b>	<b>Prior Year Taxes</b>	<b>Interest</b>	<b>Liens Sales</b>	<b>Total Collections</b>					
	<b>FY 21</b>	<b>FY 22</b>	<b>FY 21</b>	<b>FY 22</b>	<b>FY 21</b>	<b>FY 22</b>	<b>FY 21</b>	<b>FY 22</b>	<b>FY 21</b>	<b>FY 22</b>
<b>Total Budget</b>	272,347,014	279,792,169	5,270,000	4,580,000	3,800,000	3,800,000	480,000	450,000	281,897,014	288,622,169
<b>Total current levy (GL 2020) new bills</b>	292,707,724	300,570,922	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
<b>Collections through FEBRUARY</b>	261,506,942	274,069,010	6,380,227	7,276,236	3,793,303	3,228,286	-	187,912	271,680,472	284,761,445
<b>Outstanding Receivable at 02/28</b>	25,278,122	20,337,415	51,249,532	45,573,874	n/a	n/a	n/a	n/a	n/a	n/a
<b>Timing Adjustment from bridging QDS to Munis</b>		6,164,497								
<b>% of Budget Collected</b>	96.02%	97.95%	121.07%	158.87%	99.82%	84.95%	0.00%	41.76%	96.38%	98.66%
<b>% of Adjusted Levy Collected</b>	89.34%	91.18%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
<b>Mill Rate Real Estate</b>	74.29	74.29								
<b>Mill Rate Personal Property</b>	74.29	74.29								
<b>Mill Rate Motor Vehicle</b>	45	45								

<sup>1</sup> FY22 P1- Current Year Tax collections exceeds prior year due to timing. Several top payers paid in July this year but in August last year. YtY records showed over in July & under in August for FY22.

<sup>2</sup> The lower balance of FY21 Prior Year's Tax collections was a result of \$1.376M credit adjustments from tax appeals (Walmart, Capital dist, West Service LLC).

<sup>3</sup> FY22 continues to result in increased collections, primarily due to timing and increased assessments.

<sup>4</sup> FY21's first installment due date was extended to Oct 1st due to the Governor's Executive Order while FY22's due date was Aug 2nd.

<sup>5</sup> Tax Deed Sales of \$1,573k was included in FY21's PY collections. No tax deed sales in FY22.

<sup>6</sup> This lien sale is from the foreclosure of property sold to Express Kitchen by the Department of Development Services.

<sup>7</sup> Significant increase in December collections is due to timing of 2nd installment payments that were made in January in prior year.

<sup>8</sup> PY tax and interest collections increase is mainly due to several older delinquencies collected in January FY22.

<sup>9</sup> FY22's February's collections are more favorable than FY21 because of timing related to the extended due date for the second installment of April 1, 2021.

**Expenditure Summary - Departments**

	FY2021 AUDITED ACTUAL	FY2022 ADOPTED BUDGET	FY2022 REVISED BUDGET	FY2021 ACTUAL (FEBRUARY)	FY2022 ACTUAL (FEBRUARY)	FY2022 PROJECTION	VARIANCE FAV/(UNFAV)
00111 MAYOR'S OFFICE	508,824	743,420	743,420	335,031	379,049	675,352	68,068
00112 COURT OF COMMON COUNCIL	625,715	820,068	820,068	346,721	405,139	814,457	5,611
00113 TREASURER	401,919	465,316	465,316	222,497	256,520	445,786	19,530
00114 REGISTRARS OF VOTERS	665,592	475,065	627,902	518,046	327,143	587,637	40,265
00116 CORPORATION COUNSEL	1,229,586	1,558,048	1,558,048	763,553	770,541	1,425,738	132,310
00117 TOWN & CITY CLERK	754,740	842,154	842,154	442,028	416,177	789,320	52,834
00118 INTERNAL AUDIT <sup>1</sup>	473,007	510,567	510,567	307,874	305,373	523,781	(13,214)
00119 CHIEF OPERATING OFFICER	1,247,429	1,646,987	1,646,987	784,624	887,767	1,468,903	178,084
00122 METRO HARTFORD INNOVATION SERV <sup>9</sup>	3,167,436	4,190,683	4,190,683	2,111,624	754,381	4,190,683	0
00123 FINANCE	3,300,056	3,758,757	3,758,757	1,981,255	1,904,069	3,514,005	244,752
00125 HUMAN RESOURCES	1,397,749	1,730,419	1,730,419	785,557	836,808	1,497,172	233,247
00128 OFFICE OF MANAGEMENT & BUDGET	1,086,146	1,252,452	1,252,452	700,477	650,889	1,204,320	48,132
00132 FAMILIES, CHILDREN, YOUTH & RECREATION <sup>2</sup>	3,181,759	3,690,893	3,690,893	2,170,017	2,593,886	3,794,620	(103,727)
00211 FIRE <sup>3</sup>	33,922,286	37,658,924	37,658,924	21,503,480	24,653,791	39,256,482	(1,597,558)
00212 POLICE <sup>4</sup>	42,357,774	48,274,513	48,274,513	27,931,006	30,336,469	48,805,429	(530,916)
00213 EMERGENCY SERVICES & TELECOMM.	3,759,888	4,027,832	4,027,832	2,543,376	2,379,187	3,996,855	30,977
00311 PUBLIC WORKS <sup>5</sup>	14,998,284	17,933,864	17,933,864	9,118,948	10,713,564	18,031,200	(97,336)
00420 DEVELOPMENT SERVICES	3,856,221	5,975,888	5,975,888	2,390,246	2,581,813	5,651,964	323,924
00520 HEALTH AND HUMAN SERVICES	3,547,405	5,587,795	5,587,795	1,701,943	2,138,316	5,046,130	541,665
00711 EDUCATION	275,667,573	284,013,274	284,013,274	158,013,035	158,013,035	284,013,274	0
00721 HARTFORD PUBLIC LIBRARY <sup>9</sup>	1,669,020	8,460,590	8,460,590	1,112,680	(2,820,197)	8,460,590	0
00820 BENEFITS & INSURANCES <sup>6</sup>	85,728,017	97,663,761	78,263,761	57,744,244	42,553,208	77,880,986	382,775
00821 DEBT SERVICE <sup>7</sup>	110,293,644	11,299,875	41,594,810	4,844,542	35,141,587	41,594,810	0
00822 NON OP DEPT EXPENDITURES <sup>8</sup>	37,897,696	41,378,013	41,225,176	23,756,968	24,710,285	43,040,496	(1,815,320)
<b>Grand Total</b>	<b>631,737,767</b>	<b>583,959,158</b>	<b>594,854,093</b>	<b>322,129,776</b>	<b>340,888,800</b>	<b>596,709,990</b>	<b>(1,855,897)</b>

<sup>1</sup> Centrally budgeted increases for Unclassified, Non-union and Hartford Municipal Employee Association employees are realized in departmental budgets; adjustments at year end, if needed, will occur.

<sup>2</sup> Families, Children, Youth and Recreation is projected to be unfavorable due to seasonal overtime.

<sup>3</sup> Fire is projected to be unfavorable due to overtime.

<sup>4</sup> Police is projected to be unfavorable due to overtime.

<sup>5</sup> Public Works is projected to be unfavorable due to overtime and part-time staffing.

<sup>6</sup> Benefits and Insurances is projected to be net favorable due to health claims, Social Security and various insurance premiums. A budget transfer of \$19.40M from Benefits to Debt Service will fund capital needs. American Rescue Plan resources will fund actual benefit expenditures, as needed, in FY2022.

<sup>7</sup> The FY2022 Adopted Budget for Debt & Other Capital are comprised of \$4.65M for Downtown North principal and interest, \$107K for a Grant in Lieu of Taxes payment, \$116K for Clean Water loan principal and interest and \$6.43M for Pay-As-You-Go CapEx. In addition, there have been budget increases of \$10.89M for a mid-FY2022 increase for Payment in Lieu of Taxes and \$19.40M transferred from Benefits and Insurances for a grand total of \$41.59M.

<sup>8</sup> Non Operating is projected to be net unfavorable due to tax refunds, water, tipping fees and fuel.

<sup>9</sup> The American Rescue Plan will fund \$8.46M of Library expenditures and \$2.04M of MHIS expenditures. Actual expenditures have been adjusted. A budget transfer will occur in the next period for related expenditures and revenues.



Expenditure Summary - Major Expenditure Category

	FY2021 AUDITED ACTUAL	FY2022 ADOPTED BUDGET	FY2022 REVISED BUDGET	FY2021 ACTUAL (FEBRUARY)	FY2022 ACTUAL (FEBRUARY)	FY2022 PROJECTION	VARIANCE FAV/(UNFAV)
<b>PAYROLL</b>	<b>104,442,101</b>	<b>118,818,274</b>	<b>118,895,214</b>	<b>68,178,342</b>	<b>74,045,531</b>	<b>119,318,566</b>	<b>(423,352)</b>
FT <sup>1</sup>	86,842,645	102,082,659	102,057,659	54,536,334	57,007,409	94,902,819	7,154,840
HOL <sup>1</sup>	2,359,957	2,494,938	2,494,938	1,860,068	1,681,883	2,357,139	137,799
OT <sup>1</sup>	12,980,244	12,751,927	12,751,927	10,069,873	13,651,079	19,876,533	(7,124,606)
PT <sup>1</sup>	2,259,254	1,488,750	1,590,690	1,712,066	1,705,160	2,182,075	(591,385)
<b>BENEFITS</b>	<b>85,728,017</b>	<b>97,663,761</b>	<b>78,263,761</b>	<b>57,744,244</b>	<b>42,553,208</b>	<b>77,880,986</b>	<b>382,775</b>
HEALTH <sup>2</sup>	29,410,101	35,436,437	16,036,437	18,487,559	793,982	15,486,437	550,000
MITIGATION <sup>3</sup>	0	(1,000,000)	(1,000,000)	0	0	0	(1,000,000)
PENSION <sup>4</sup>	46,952,383	51,406,956	51,406,956	30,500,173	33,760,832	51,428,602	(21,646)
INSURANCE <sup>13</sup>	4,195,055	4,595,305	4,595,305	3,695,945	3,594,892	4,395,305	200,000
FRINGE REIMBURSEMENTS	(3,920,589)	(3,236,631)	(3,236,631)	(1,772,532)	(1,375,021)	(3,236,631)	0
LIFE INSURANCE <sup>5</sup>	225,568	164,970	164,970	157,082	154,719	231,987	(67,017)
OTHER BENEFITS <sup>14</sup>	4,256,234	4,741,536	4,741,536	3,015,180	2,247,138	4,541,536	200,000
WAGE <sup>6</sup>	0	521,438	521,438	0	0	0	521,438
WORKERS COMP	4,609,265	5,033,750	5,033,750	3,660,838	3,376,666	5,033,750	0
<b>DEBT</b>	<b>110,293,644</b>	<b>11,299,875</b>	<b>41,594,810</b>	<b>4,844,542</b>	<b>35,141,587</b>	<b>41,594,810</b>	<b>0</b>
DEBT	110,293,644	11,299,875	41,594,810	4,844,542	35,141,587	41,594,810	0
<b>LIBRARY</b>	<b>1,669,020</b>	<b>8,460,590</b>	<b>8,460,590</b>	<b>1,112,680</b>	<b>(2,820,197)</b>	<b>8,460,590</b>	<b>0</b>
LIBRARY <sup>12</sup>	1,669,020	8,460,590	8,460,590	1,112,680	(2,820,197)	8,460,590	0
<b>MHIS</b>	<b>3,167,436</b>	<b>4,190,683</b>	<b>4,190,683</b>	<b>2,111,624</b>	<b>754,381</b>	<b>4,190,683</b>	<b>0</b>
MHIS <sup>12</sup>	3,167,436	4,190,683	4,190,683	2,111,624	754,381	4,190,683	0
<b>UTILITY</b>	<b>26,410,398</b>	<b>27,831,450</b>	<b>27,831,450</b>	<b>17,551,296</b>	<b>18,430,780</b>	<b>29,166,250</b>	<b>(1,334,800)</b>
UTILITY <sup>7</sup>	26,410,398	27,831,450	27,831,450	17,551,296	18,430,780	29,166,250	(1,334,800)
<b>OTHER</b>	<b>24,359,578</b>	<b>31,681,251</b>	<b>31,604,311</b>	<b>12,574,012</b>	<b>14,770,474</b>	<b>32,084,831</b>	<b>(480,520)</b>
COMMUNITY ACTIVITIES	2,374,940	2,681,989	2,686,989	1,419,593	1,727,710	2,686,989	0
CONTINGENCY	274,423	2,426,847	2,336,719	192,489	59,506	2,336,719	0
CONTRACTED SERVICES	4,510,828	5,543,031	5,594,264	2,006,677	2,272,509	5,594,264	0
ELECTIONS	0	334,389	181,552	0	0	181,552	0
GOVT AGENCY & OTHER <sup>11</sup>	46,683	29,145	29,145	19,964	35,725	35,725	(6,580)
LEASES - OFFICES PARKING COPIER <sup>8</sup>	1,544,001	2,010,368	2,010,368	1,068,081	1,197,652	1,943,653	66,715
LEGAL EXPENSES & SETTLEMENTS	2,477,923	2,474,557	2,474,557	914,820	1,184,315	2,474,557	0
OTHER <sup>9</sup>	2,663,736	5,271,759	5,306,859	1,376,552	2,575,426	5,914,514	(607,655)
OUT AGENCY	0	100,000	100,000	0	0	100,000	0
POSTAGE	189,296	200,000	200,000	171,679	205,000	200,000	0
SUPPLY	3,447,111	4,185,888	4,274,934	1,740,699	2,212,767	4,274,934	0
TECH, PROF & COMM BASED SERVICES <sup>10</sup>	2,548,977	3,307,818	3,293,464	1,412,478	1,497,529	3,226,464	67,000
VEHICLE & EQUIP	4,281,659	3,115,460	3,115,460	2,250,981	1,802,334	3,115,460	0
<b>EDUCATION</b>	<b>275,667,573</b>	<b>284,013,274</b>	<b>284,013,274</b>	<b>158,013,035</b>	<b>158,013,035</b>	<b>284,013,274</b>	<b>0</b>
EDUCATION	275,667,573	284,013,274	284,013,274	158,013,035	158,013,035	284,013,274	0
<b>Grand Total</b>	<b>631,737,767</b>	<b>583,959,158</b>	<b>594,854,093</b>	<b>322,129,776</b>	<b>340,888,800</b>	<b>596,709,990</b>	<b>(1,855,897)</b>

<sup>1</sup> Payroll (FT, PT, OT and Holiday) is projected to be net unfavorable by \$423K. The methodology of the full-time payroll projection (detailed in the appendix) reflects 20.4 weeks of actual payroll expenses with 21.8 weeks remaining. Vacancies are assumed to be refilled with 17.8 weeks remaining in the fiscal year. Vacancy and attrition savings of \$7.15M and \$138K of favorability in Holiday Pay is offset by a projected shortfall of \$7.12M in OT and \$591K in PT. City-wide FY2022 budgeted attrition has been increased by \$1.77M from FY2021. Payroll will continue to be monitored throughout the fiscal year.

<sup>2</sup> Health is favorable due to the trend in health claims and lower health waiver expenditures.

<sup>3</sup> Mitigation of \$1.0M reflects non-Public Safety budgeted attrition and vacancy savings. The Police and Fire department respectively include \$2.78M and \$596K in budgeted attrition and vacancy savings. In total, \$4.38M is budgeted for attrition city-wide.

<sup>4</sup> Pension is unfavorable due to the trend in plan for new, non-bargaining hires.

<sup>5</sup> Life Insurance is unfavorable due to the cost trend.

<sup>6</sup> The FY2022 Adopted Budget includes centralized salary increases. Approved salary increase for Unclassified, Non-union, City of Hartford Professional Employees Association (CHPEA) and Hartford Municipal Employee Association (HMEA) positions are favorable in benefits and are realized in full-time payroll.

<sup>7</sup> Utilities are projected to be net unfavorable due to water, tipping fees and fuel.

<sup>8</sup> Leases is net favorable due to lower rental costs for a health facility.

<sup>9</sup> Other is net unfavorable due to higher tax refunds.

<sup>10</sup> Tech, Prof and Comm based services are favorable due to projected audit services.

<sup>11</sup> Govt. Agency is unfavorable due to a maintenance payment for a skate park.

<sup>12</sup> The American Rescue Plan will fund \$8.46M of Library expenditures and \$2.04M of MHIS expenditures. Actual expenditures have been adjusted. A budget transfer will occur in the next period for related expenditures and revenues.

<sup>13</sup> Insurance is favorable due to lower than anticipated costs for various insurance premiums.

<sup>14</sup> Other Benefits are favorable due to the trend in Social Security costs.

# Appendix

**FY2022 Full-time Payroll Projection (through February) as of 2/5/22**

DEPARTMENTS	BUDGETED HC	BUDGETED ANNUAL AMOUNT (REV)	YTD THRU CHECK ISSUE 2/5 (30.4 WEEKS)	PROJECTION (21.8 WEEKS)	YTD THRU 2/5 PLUS PROJECTION (21.8 WEEKS)	REMAINING ESTIMATED STEPS	PROJECTION	VARIANCE (BUDGETED ANNUAL AMOUNT - PROJECTION)
111-Mayor	8	707,172	334,694	301,839	636,533	0	636,533	70,639
112-CCC	9	472,811	205,365	200,710	406,075	0	406,075	66,736
113- Treas	9	379,361	181,977	175,964	357,942	1,889	359,831	19,530
114- ROV	7	341,446	196,455	144,355	340,810	257	341,067	379
116-Corp Counsel	15	1,424,868	700,319	592,690	1,293,008	0	1,293,008	131,860
117- Clerk	11	704,760	336,642	300,205	636,847	3,329	640,176	64,584
118-Audit	5	485,894	283,230	215,703	498,933	0	498,933	(13,039)
119-COO	17	1,304,258	551,235	547,114	1,098,349	0	1,098,349	205,909
123- FIN	45	3,423,394	1,618,594	1,499,085	3,117,678	17,792	3,135,470	287,924
125- HR	16	1,135,124	421,660	479,476	901,137	940	902,077	233,047
128-OMBG	13	1,144,372	580,065	501,676	1,081,741	2,971	1,084,712	59,660
132-FCYR	15	1,053,394	578,760	505,516	1,084,276	3,496	1,087,771	(34,377)
211- Fire	366	30,386,038	16,268,780	12,437,265	28,706,045	128,789	28,834,834	1,551,204
212- Police	512	41,412,614	20,055,505	14,900,399	34,955,903	277,358	35,233,261	6,179,353
213- EST	51	3,157,864	1,335,490	1,346,656	2,682,145	16,841	2,698,986	458,878
311- DPW	211	10,941,073	5,810,168	4,600,907	10,411,075	57,495	10,468,570	472,503
420- Devel Serv	61	4,436,749	2,087,063	1,923,130	4,010,193	30,672	4,040,865	395,884
520- HHS	37	2,455,695	805,454	995,274	1,800,728	21,559	1,822,287	633,408
<b>Grand Total</b>	<b>1,408</b>	<b>105,366,887</b>	<b>52,351,454</b>	<b>41,667,964</b>	<b>94,019,417</b>	<b>563,388</b>	<b>94,582,806</b>	<b>10,784,081</b>

FT- Fire Attrition	(595,684)	FT- Fire Attrition	(595,684)
FT- Police Attrition	(2,781,839)	FT- Police Attrition	(2,781,839)
FT- Development Serv. Attrition	(20,000)	FT- Development Serv. Attriti	(20,000)
FT- Net other payroll	88,295	FT- Net other payroll	(231,718)
FT- Total Revised Budget	<u>102,057,659</u>	FT- Subtotal Variance	<u>7,154,840</u>
		Non-Sworn Attrition (in Bene	<u>(1,000,000)</u>
		Total Variance	<u>6,154,840</u>

- Assumptions
- 1) Analysis is based on year-to-date actuals from check date 2/5/22, which includes 30.4 pay periods, and projects filled positions for 21.8 future weeks.
  - 2) Non-sworn vacancies are projected for 17.8 future weeks.
  - 3) Adopted head count is 1425 with 17 MHIS positions funded in the MHIS internal service fund.
  - 4) Audit and FCYR are projected unfavorable due to planned city-wide increases for Non-union, Unclassified and Hartford Municipal Employee Association employees being budget centrally in FY2022. Budget funding for these increases will be transferred, as needed, at year end.



**MEMO**

**From:** Phillip J. Penn

A handwritten signature in black ink, appearing to be "PJ Penn", is positioned to the right of the "From:" line.

**To:** Dr. Leslie Torres-Rodriguez

**Date:** April 5, 2022

**Re:** February 2022 Financial Results

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Attached please find our year to date financial results through Period 8 (the month ended February 28, 2022).

Expenditures across all funds were \$219.4 million at the end of the month, an increase of \$32.6 million from the end of January. Most of the increase was in our General Fund, up \$18.6 million, while expenditures in our Special Funds (grants) were up \$14.0 million. Most of the spending increase in the General Fund was in certified and non-certified salaries, transportation and tuition. As we have noted all year, ongoing vacancies will generate a large surplus in both the salary and associated benefit line items. Given the unexpected capacity, we are working with other cabinet members to identify one-time items to address during the current year, such as security system upgrades, boiler repairs, painting, and landscaping. We are also using a portion of those funds to cover the expected retro payouts to the SSOs and Paras resulting from their recently-settled contracts (\$1.3 million). We also recently shifted funds to cover anticipated deficits of approximately \$1.1 million in our utility accounts, with the bulk of that cost increase coming from natural gas. Although we coordinate commodity purchases with the City of Hartford, the increase in natural gas cost reflects both a change in suppliers in December and current market conditions that have been exacerbated by geopolitical issues.

Encumbrances were essentially flat at \$71.6 million. I would expect that figure to grow by the end of March, as we strictly enforced our March 31 deadline for requisition entry. I believe approximately 800 requisitions were submitted to Finance on March 30 and March 31, with an estimated value of about \$3.5 million.

In short, we remain on solid financial ground for the current fiscal year, and the Finance team will now start its transition to year-end closeout activities.

If you have any questions regarding our current financial position or the above information, please let me know.



All Funds Budget  
 Financial Position Report as of 3/14/2022  
 For: 7/1/2021 to 2/28/2022 Period: 1 to 8



Description	Series	FY 2021-22 Adopted Budget	FY 2021-22 Adjusted Budget	Year To Date Expenditures	Year To Date Encumb/ Commitment	Balance
Certified Salaries	100	151,494,542	163,247,153	75,660,173	-	87,586,979
Severance/Other	199	1,215,000	4,063,889	380,085	-	3,683,804
<b>Certified Salaries Total</b>		<b>152,709,542</b>	<b>167,311,042</b>	<b>76,040,258</b>	-	<b>91,270,783</b>
Non Cert Salaries	200	60,090,162	63,579,890	32,494,111	-	31,085,779
Severance/Other	299	383,498	683,498	488,362	-	195,136
<b>Non Certified Salaries Total</b>		<b>60,473,660</b>	<b>64,263,388</b>	<b>32,982,473</b>	-	<b>31,280,915</b>
Instructional Improvements	322	3,491,938	18,029,225	4,869,615	8,806,883	4,352,726
Professional Services	333	3,032,915	7,497,107	3,726,824	1,768,572	2,020,015
MHIS/IT Services	335	3,075,236	3,075,236	2,050,157	-	1,025,079
<b>Professional Contracts &amp; Svs</b>		<b>9,600,089</b>	<b>28,601,568</b>	<b>10,646,597</b>	<b>10,575,456</b>	<b>7,397,820</b>
Maint Supplies & Services	442	384,500	384,500	221,403	164,084	(987)
Maintenance Contracts	443	3,455,670	3,671,347	2,283,848	986,692	416,469
Rental - Equip & Facilities	444	2,232,613	2,283,852	1,023,004	89,212	1,171,636
Building Improvements	445	612,900	2,221,234	(13,389)	199,363	2,328,008
<b>Purchased Property Services</b>		<b>6,685,683</b>	<b>8,560,932</b>	<b>3,514,866</b>	<b>1,439,351</b>	<b>3,915,125</b>
Transportation	551	21,513,932	24,220,074	13,909,281	5,670,447	4,640,346
Communications	553	1,342,435	4,452,365	2,886,865	576,129	989,371
Advertising	554	256,606	290,649	198,020	60,124	32,504
Printing & Binding	555	91,950	91,658	6,564	(270)	85,364
Tuition	556	100,998,020	101,780,873	26,161,521	48,228,454	30,370,470
Travel & Conferences	558	171,239	126,844	23,626	-	103,217
Misc Services	559	1,819,359	2,037,286	337,277	83,976	1,616,034
<b>Systemwide Purchased Svs Total</b>		<b>126,193,541</b>	<b>132,999,748</b>	<b>43,523,154</b>	<b>54,618,859</b>	<b>37,837,306</b>
Instructional & Other Supplies	610	5,075,451	8,694,250	3,058,561	1,559,991	4,103,163
Utilities	620	8,246,853	8,246,853	5,494,149	2,513,759	238,945
Text & Library Books	640	113,879	126,601	57,915	10,037	58,650
Misc Supplies	690	836,668	4,587,323	1,016,387	331,944	3,247,897
<b>Supplies &amp; Materials Total</b>		<b>14,272,851</b>	<b>21,655,027</b>	<b>9,627,012</b>	<b>4,415,729</b>	<b>7,648,655</b>
Equipment	730	1,382,609	5,340,295	893,952	336,820	4,109,523
<b>Outlay Total</b>		<b>1,382,609</b>	<b>5,340,295</b>	<b>893,952</b>	<b>336,820</b>	<b>4,109,523</b>
Organization Dues	810	206,520	239,894	149,875	3,195	86,825
Legal Judgments	820	220,000	220,000	24,440	-	195,560
Other Operating Expenses	899	(5,030,360)	(5,237,775)	132,345	94,005	(5,464,126)
<b>Other Misc Expend Total</b>		<b>(4,603,840)</b>	<b>(4,777,881)</b>	<b>306,659</b>	<b>97,200</b>	<b>(5,181,741)</b>
Fringe Benefits/Insurances	990	57,232,079	59,875,405	41,856,408	82,628	17,936,369
Contingency	998	-	-	-	-	-
Indirect	999	-	(435,716)	-	-	(435,716)
<b>Sundry Total</b>		<b>57,232,079</b>	<b>59,439,690</b>	<b>41,856,408</b>	<b>82,628</b>	<b>17,500,653</b>
<b>All Funds Budget Total</b>		<b>423,946,213</b>	<b>483,393,807</b>	<b>219,391,379</b>	<b>71,566,044</b>	<b>192,436,384</b>



General Fund Budget  
 Financial Position Report as of 3/14/2022  
 For: 7/1/2021 to 2/28/2022 Period: 1 to 8



Description	Series	FY 2021-22 Adopted Budget	FY 2021-22 Adjusted Budget	Year To Date Expenditures	Year To Date Encumb/ Commitment	Balance
Certified Salaries	100	87,382,326	85,459,237	41,964,264	-	43,494,973
Severance/Other	199	1,215,000	1,215,000	165,835	-	1,049,165
<b>Certified Salaries Total</b>		<b>88,597,326</b>	<b>86,674,237</b>	<b>42,130,099</b>	<b>-</b>	<b>44,544,138</b>
Non Cert Salaries	200	37,589,890	37,509,671	20,977,242	-	16,532,429
Severance/Other	299	383,498	383,498	488,112	-	(104,614)
<b>Non Certified Salaries Total</b>		<b>37,973,388</b>	<b>37,893,169</b>	<b>21,465,354</b>	<b>-</b>	<b>16,427,814</b>
Instructional Improvements	322	310,149	2,325,125	743,213	992,597	589,315
Professional Services	333	1,222,010	1,386,906	639,943	260,889	504,379
MHIS/IT Services	335	2,278,990	2,278,990	1,519,327	-	759,663
<b>Professional Contracts &amp; Svs</b>		<b>3,811,149</b>	<b>5,991,021</b>	<b>2,902,483</b>	<b>1,253,485</b>	<b>1,853,357</b>
Maint Supplies & Services	442	382,000	382,000	221,403	164,084	(3,487)
Maintenance Contracts	443	3,284,086	3,425,344	2,218,657	913,074	309,276
Rental - Equip & Facilities	444	1,764,113	1,769,833	784,165	73,620	912,048
Building Improvements	445	612,900	439,746	92,621	189,363	157,762
<b>Purchased Property Services</b>		<b>6,043,099</b>	<b>6,016,923</b>	<b>3,316,845</b>	<b>1,340,140</b>	<b>1,375,599</b>
Transportation	551	20,958,487	21,023,929	12,064,808	5,638,759	3,320,363
Communications	553	164,170	307,486	227,996	4,310	75,180
Advertising	554	19,106	14,629	8,676	-	5,953
Printing & Binding	555	49,450	50,560	4,400	(270)	46,430
Tuition	556	88,024,708	88,024,708	20,064,232	41,712,359	29,227,688
Travel & Conferences	558	65,989	59,424	17,325	-	42,098
Misc Services	559	1,415,233	1,499,003	258,511	56,352	1,184,140
<b>Systemwide Purchased Svs Total</b>		<b>110,697,143</b>	<b>110,979,739</b>	<b>32,645,948</b>	<b>47,411,511</b>	<b>33,901,852</b>
Instructional & Other Supplies	610	1,938,834	1,915,455	908,713	552,864	481,344
Utilities	620	6,363,149	6,363,149	4,121,413	2,003,415	238,321
Text & Library Books	640	21,300	27,244	8,843	664	17,737
Misc Supplies	690	418,799	501,334	196,064	77,213	236,962
<b>Supplies &amp; Materials Total</b>		<b>8,742,082</b>	<b>8,807,182</b>	<b>5,235,032</b>	<b>2,634,155</b>	<b>974,364</b>
Equipment	730	821,134	736,748	301,474	104,359	330,916
<b>Outlay Total</b>		<b>821,134</b>	<b>736,748</b>	<b>301,474</b>	<b>104,359</b>	<b>330,916</b>
Organization Dues	810	130,370	149,122	95,906	-	53,216
Legal Judgments	820	220,000	220,000	24,440	-	195,560
Other Operating Expenses	899	(5,391,446)	(5,417,217)	95,800	57,307	(5,570,324)
<b>Other Misc Expend Total</b>		<b>(5,041,076)</b>	<b>(5,048,096)</b>	<b>216,146</b>	<b>57,307</b>	<b>(5,321,548)</b>
Fringe Benefits/Insurances	990	34,848,040	34,062,279	(3,315,054)	82,628	37,294,704
Contingency	998	-	-	-	-	-
Indirect	999	(2,479,011)	(2,099,929)	-	-	(2,099,929)
<b>Sundry Total</b>		<b>32,369,029</b>	<b>31,962,350</b>	<b>(3,315,054)</b>	<b>82,628</b>	<b>35,194,776</b>
<b>General Fund Budget Total</b>		<b>284,013,274</b>	<b>284,013,274</b>	<b>104,898,328</b>	<b>52,883,586</b>	<b>126,231,361</b>



Special Fund Budget  
 Financial Position Report as of 3/14/2022  
 For: 7/1/2021 to 2/28/2022 Period: 1 to 8



Grant Name	Grant Year	FY 2021-22 Adopted Budget	FY 2021-22 Adjusted Budget	Year To Date Expenditures	Year To Date Encumb/ Commitment	Year To Date Revenue	Balance
<b>Federal Grants:</b>							
ADULT EDUCATION PIP	2022	40,000	40,000	4	-		39,996
AMERICAN RESCUE PLAN ARP-ESSERIII	2021	-	7,653,821	3,095,680	436,945	15,819,848.09	4,121,196
ARP HCY BRIDGE (McVento)	2021	-	3,000	3,000	-	3,000.00	-
ARP HCY II Homeless Children&Youth	2021	-	397,612	-	-		397,612
ARP IDEA PART B 611	2022	-	1,387,608	66,085	141,926	269,200.00	1,179,596
ARP IDEA PART B 619 PRESCHOOL	2022	-	131,911	-	1,256	1,500.00	130,655
CARL D. PERKINS	2021	-	-	0	-		(0)
CARL D. PERKINS	2022	626,803	597,243	158,852	-		438,391
COVID-19 SPECIAL EDUCATION STIPENDS	2021	-	20,000	20,002	-	20,000.00	(2)
CT DEPT OF PUBLIC HEALTH 2	2022	125,000	125,000	52,495	-	112,701.23	72,505
EDUC-HOMELESS CHILDREN-YOUTH McVEN	2022	50,000	50,000	7,895	-		42,105
ESSER (COVID-19) CARES ACT	2020	-	3,594,083	2,045,106	59,836		1,489,141
ESSER II - FAMILY RESOURCE CENTER	2022	-	125,000	-	-		125,000
ESSER II SET-ASIDE (CRRSA ACT)	2021	-	1,863,078	575,126	56,585	654,280.46	1,231,368
ESSER II (CRRSA ACT) Covid-19	2021	-	33,695,727	7,446,735	6,937,518	33,523,471.91	19,311,474
ESSER II Bonus Dyslexia Recovery	2022	-	37,050	-	-		37,050
ESSER II Bonus Spec Population \$25K	2022	-	25,000	-	-		25,000
ESSER II SPED Recovery Activities	2022	-	120,000	5,995	-	6,695.00	114,005
FAFSA CHALLENGE	2022	-	5,140	410	-	300.00	4,730
IDEA PART B SECTION 611	2020	-	-	(3,799)	1,200		2,599
IDEA PART B SECTION 611	2021	652,651	2,684,069	2,085,025	131,913	2,800,000.00	467,130
IDEA PART B SECTION 611	2022	6,526,511	6,549,072	1,451,395	1,152,421	5,239,257.60	3,945,256
IDEA PART B, SECTION 619 PRE-SCHOOL	2021	30,408	102,494	72,804	5,783	100,000.00	23,907
IDEA PART B, SECTION 619 PRE-SCHOOL	2022	202,717	204,114	1,795	646	78,201.03	201,673
OD ESSA SIG C02-BURNS	2022	-	405,300	91,879	27,646	119,955.22	285,776
OD ESSA SIG C02-MILNER	2022	-	425,324	54,174	48,517	70,617.72	322,634
OD ESSA SIG C02-MLKING	2022	-	425,000	-	-		425,000
OD ESSA SIG C02-SAND	2022	-	390,000	126,917	44,557	169,727.17	218,527
OD ESSA SIG C02-SMSA	2022	-	500,000	137,958	31,234	180,059.81	330,809
OD ESSA SIG C02-WISH	2022	-	390,000	26,284	73,344	89,724.23	290,372
OD ESSA SIG CO2-WHS	2022	-	500,000	33,336	33,240	54,254.70	433,424
TITLE 1 PART A 1003 SIG (BELLIZZI)	2021	-	319,047	186,222	35,500	320,000.00	97,325
TITLE 1 PART A 1003 SIG (BURR)	2019	-	1,774	804	-		970
TITLE 1 PART A 1003 SIG (BURR)	2021	-	223,972	113,815	38,748	290,263.86	71,409
TITLE 1 PART A 1003 SIG (BULKELEY)	2019	-	31,779	4,290	-		27,489
TITLE 1 PART A 1003 SIG (BULKELEY)	2021	-	91,886	28,293	4,041	96,582.11	59,552
TITLE 1 PART A 1003 SIG (HPHS)	2021	-	54,947	54,947	-	70,000.00	-
TITLE 1 PART A 1003 SIG (PARKVILLE)	2021	-	83,940	34,935	8,000	203,650.21	41,006
TITLE 1, PART D, NEG & DEL	2022	56,054	68,673	-	68,673		-
TITLE 2 PART A, TEACHERS	2020	-	-	35,575	-		(35,575)
TITLE 2 PART A, TEACHERS	2021	195,998	607,753	452,831	42,749	680,000.00	112,173
TITLE 2 PART A, TEACHERS	2022	1,241,322	1,136,003	435,101	38,706	908,802.40	662,196
TITLE 3 PART A, ENGLISH LANGUAGE	2021	81,515	294,421	163,605	16,206	310,000.00	114,609
TITLE 3 PART A, ENGLISH LANGUAGE	2022	510,827	543,235	131,546	8,346	207,160.61	403,343
TITLE I IMPROVING BASIC PROGRAMS	2019	-	271,446	219,549	-		51,897
TITLE I IMPROVING BASIC PROGRAMS	2021	3,291,271	5,343,143	2,784,934	740,732	5,800,000.00	1,817,477
TITLE I IMPROVING BASIC PROGRAMS	2022	12,901,783	12,514,359	4,650,869	1,098,754	10,011,487.20	6,764,736
TITLE IV-A SOC SUPPT & ACAD ENRICH	2019	-	2,025	1,885	-		140
TITLE IV-A SOC SUPPT & ACAD ENRICH	2021	-	90,185	7,171	-		83,014
TITLE IV-A SOC SUPPT & ACAD ENRICH	2022	897,063	757,863	217,194	383		540,286
<b>Total Federal Grants:</b>		<b>27,429,923</b>	<b>84,883,096</b>	<b>27,078,719</b>	<b>11,285,403</b>	<b>78,210,740.56</b>	<b>46,518,974</b>



Special Fund Budget  
 Financial Position Report as of 3/14/2022  
 For: 7/1/2021 to 2/28/2022 Period: 1 to 8



Grant Name	Grant Year	FY 2021-22 Adopted Budget	FY 2021-22 Adjusted Budget	Year To Date Expenditures	Year To Date Encumb/Commitment	Year To Date Revenue	Balance
<b>State Grants:</b>							
ADULT EDUCATION - PROVIDER (STATE)	2021	-	-	980	-		(980)
ADULT EDUCATION - PROVIDER (STATE)	2022	1,729,660	1,729,660	898,501	37,751	1,135,115.00	793,407
ADULT EDUCATION CEE - URBAN LEAGUE	2022	5,965	6,076	1,519	4,557	77,536.00	-
ADULT EDUCATION CEE-LITERACY VOLUNT	2022	108,522	110,228	72,750	37,478		-
ALLIANCE - GOVENORS TURNAROUND	2022	24,552,532	24,570,044	12,266,774	701,821	18,427,533.00	11,601,449
ALLIANCE BUILDING GRANT	2021	-	183,487	(106,010)	-		289,497
COMMISSIONER'S NETWORK	2022	-	900,000	280,056	226,734	675,000.00	393,210
COMMISSIONER'S NETWORK-McDonough	2022	-	50,000	9,621	3,900	12,901.15	36,479
CT DEPT OF PUBLIC HEALTH	2022	930,116	933,140	418,346	-	698,372.40	514,794
DEPT OF PUBLIC HEALTH - ORAL HEALTH	2021	-	-	(2,049)	-	15,562.87	2,049
DEPT OF PUBLIC HEALTH - ORAL HEALTH	2022	-	50,000	38,981	782	32,531.37	10,237
EXTENDED SCHOOL HOUR	2022	357,753	343,287	12,158	-	25,600.00	331,129
FAMILY RESOURCE CENTER PROGRAM	2022	507,650	508,250	237,325	237,325		33,600
INTERDIST MAGNET ACADEMIC/SOCIAL SU	2021	-	494,630	401,814	-	339,897.87	92,816
MAGNET SCHOOL JOINT MAGNET OFFICE	2022	850,000	850,000	450,522	21,082	243,755.81	378,395
MAGNET SCHOOL OPERATING GRANT	2021	-	-	(25)	-		25
MAGNET SCHOOL OPERATING GRANT	2022	55,150,730	53,290,502	27,169,917	830,488	37,604,756.00	25,290,096
OPEN CHOICE SLOTS (RECEIVING DIST)	2021	-	1,263	1,263	-	104,935.52	-
OPEN CHOICE SLOTS (RECEIVING DIST)	2022	168,000	168,000	58,764	73	63,995.00	109,163
PARENT TRUST FUND GRANT	2022	-	16,280	281	-		16,000
PRIORITY SCHOOL DISTRICTS	2022	4,441,989	4,466,452	2,154,608	23,457	3,359,223.00	2,288,387
PSD FamilyFee Replacement SchReadi	2022	-	43,500	4,386	16,831		22,283
PSD-SUMMER SCHOOL	2022	406,499	396,257	333,192	-	297,192.75	63,065
SCHOOL BASED HEALTH CTR (CLINICS)	2021	-	-	-	-	-15,347.53	-
SCHOOL BASED HEALTH CTR (CLINICS)	2021	-	-	-	-	-1,760.84	-
SCHOOL READINESS GRANT	2022	2,190,000	2,190,000	934,646	1,238	870,750.00	1,254,115
SHEFF SETTLEMENT-OC ACADEMIC/SOCIAL	2022	-	136,300	16,879	21,450	43,550.72	97,971
STATE BILINGUAL EDUCATION	2022	213,079	210,810	122,959	-	158,107.50	87,851
STATE EDUCATION RESOURCE CENTER	2022	-	-	-	-	10,000.00	-
<b>Total State Grants:</b>		<b>91,612,495</b>	<b>91,648,166</b>	<b>45,778,162</b>	<b>2,164,968</b>	<b>64,179,207.59</b>	<b>43,705,036</b>






Special Fund Budget  
 Financial Position Report as of 3/14/2022  
 For: 7/1/2021 to 2/28/2022 Period: 1 to 8



Grant Name	Grant Year	FY 2021-22 Adopted Budget	FY 2021-22 Adjusted Budget	Year To Date Expenditures	Year To Date Encumb/Commitment	Year To Date Revenue	Balance
<b><u>Private/Foundation Grants/Fee Collections:</u></b>							
BARR FOUNDATION G-II	2021	-	383,578	94,163	113,496	200,000.00	175,920
CHILD HEALTH & DEVELOP INSTITUTE CT	2020	-	30,394	-	-	-	30,394
CHILD HEALTH & DEVELOP INSTITUTE CT	2022	-	5,752	-	-	5,752.49	5,752
DALIO FOUNDATION	2021	-	36,845	2,847	-	-	33,998
DALIO FOUNDATION	2022	-	31,500	5,271	-	31,500.00	26,229
FEE COLLECTION - PRE-K	2022	90,514	90,514	49,551	818	72,844.50	40,145
Grants Accounting Sundry	2099	-	-	33,909,507	-	-	(33,909,507)
HARTFORD FOUNDATION PUBLIC GIVING	2021	-	160,257	160,460	-	-	(203)
HARTFORD FOUNDATION PUBLIC GIVING	2022	350,000	-	-	-	-	-
HARTFORD PROMISE	2022	-	-	-	-	1,000,000.00	-
INSURANCE BILLING - MEDICAID(SBCH)	2022	2,847,675	2,847,675	-	-	542,948.32	2,847,675
INSURANCE BILLING - MEDICAL REIMB	2020	-	-	53	-	-	(53)
INSURANCE BILLING - MEDICAL REIMB	2022	2,226,712	2,226,712	21,716	49,152	416,076.08	2,155,844
JANE FRANK SCHOLARSHIP FUND	2021	-	43,000	-	-	-	43,000
L.E.A.P.	2022	-	1,045,580	-	-	784,185.00	1,045,580
MULTI SOURCE NOT SCHOOL RELATED	2022	-	-	-	-	500.00	-
MULTISOURCE - FOR SCHOOL	2019	-	4,010	-	-	-	4,010
MULTISOURCE - FOR SCHOOL	2020	-	11,256	-	-	-	11,256
MULTISOURCE - FOR SCHOOL	2021	-	5,593	-	-	-	5,593
NASSAU (formerly PHOENIX LIFE)	2021	-	19,445	424	-	-	19,020
NELLIE MAE EDUCATION FOUNDATION	2021	-	23,512	18,000	-	0.00	5,512
NELLIE MAE EDUCATION FOUNDATION	2022	250,000	250,000	-	-	-	250,000
OTIS ELEVATOR	2022	-	-	(8,395)	2,012	-	6,383
PARTNERSHIP FUNDS (VARIOUS SOURCES)	2019	-	17,970	-	-	-	17,970
PRATT & WHITNEY	2022	-	1,450	-	-	1,450.00	1,450
QUALVOICE LLC	2022	-	12,500	-	-	12,500.00	12,500
SHIPMAN & GOODWIN	2021	-	9,934	-	-	-	9,934
SPECIAL EDUCATION EXCESS COST	2022	10,140,535	10,140,535	5,002,756	5,051,030	5,440,649.00	86,749
TRAVELERS	2019	-	110,201	-	-	-	110,201
TRAVELERS	2020	-	-	(86)	-	-	86
TRAVELERS	2021	-	101,839	18,750	-	-	83,089
TRAVELERS	2022	75,599	315	312	-	-	3
TUITION BILLING - SPECIAL EDUCATION	2020	-	-	(328)	-	-	328
TUITION BILLING - SPECIAL EDUCATION	2022	4,909,486	4,909,486	2,063,154	15,580	777,768.64	2,830,751
TUITION BILLING-MAGNET	2022	-	-	44,414	-	-	(44,414)
UNIVERSITY OF CONNECTICUT	2017	-	253,600	253,600	-	344,426.35	-
WISE ISIDORE & SELMA TRAVEL FOUNDAT	2021	-	40,023	-	-	-	40,023
WISE ISIDORE & SELMA TRAVEL FOUNDAT	2022	-	35,795	-	-	35,795.00	35,795
<b>Total Private/Foundation Grants/Fees:</b>		<b>20,890,521</b>	<b>22,849,271</b>	<b>41,636,171</b>	<b>5,232,088</b>	<b>9,666,395.38</b>	<b>(24,018,987)</b>
<b>Total All Grants:</b>		<b>139,932,939</b>	<b>199,380,533</b>	<b>114,493,052</b>	<b>18,682,458</b>	<b>152,056,343.53</b>	<b>66,205,024</b>



**MEMO**

**From:** Phillip J. Penn   
**To:** Dr. Leslie Torres-Rodriguez  
**Date:** April 4, 2022  
**Re:** COVID-19 Relief Grant Spending

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As of March 30, 2022, Hartford Public Schools has spent or encumbered \$28.4 million of its COVID grant funds, an increase of roughly \$1.2 million from the prior month. The table that follows summarizes that spending by grant:

<b>Grant</b>	<b>Spending Deadline</b>	<b>Total Grant Award</b>	<b>Total Spent or Encumbered</b>	<b>Change From Prior Month</b>
ESSER I/CARES Act	9/30/2022	\$10,314,679	\$8,953,713	\$161,650
ESSER II	9/30/2023	\$45,730,706	\$15,749,952	\$836,410
ARP/ESSER III	9/30/2024	<u>\$98,589,663</u>	<u>\$3,706,408</u>	<u>\$185,381</u>
<b>Total</b>		\$154,635,048	\$28,410,073	\$1,183,441

Unfortunately, the step-back exercise we recently conducted did not meaningfully alter our spending trajectory in these grants. If we continue at the current rate of spending of roughly \$1 million per month, we would leave nearly \$90 million on the table.

As I said last month, I'm not confident that we will hire personnel fast enough to meaningfully impact our run-rate spending in the two larger grants. I believe it's necessary to make some wholesale changes in the way we intended these grants to be spent, in an attempt to make them less personnel-intensive.

A breakdown of the expenditures in each grant by object code follows on the next three pages.

**ESSER I/CARES ACT**

*Expenditures through 3/30/22*

<b>OBJECT</b>	<b>ACCOUNT DESCRIPTION</b>	<b>2020-21 EXPENDED</b>	<b>2021-22 EXPENDED</b>	<b>ENCUMBRANCES</b>	<b>TOTAL</b>
511360	TEACHER-REG	45,828.44	0.00	0.00	45,828.44
511361	TEACHER-PT	0.00	2,524.50	0.00	2,524.50
511400	SOC WKR-REG	0.00	383,778.28	0.00	383,778.28
511401	SOC WKR-PT	0.00	396.00	0.00	396.00
512280	SUPPORTIVE STAFF-REG	200,940.33	213,267.32	0.00	414,207.65
512281	SUPPORTIVE STAFF-PT	0.00	1,326.92	0.00	1,326.92
512282	SUPPORTIVE STAFF-OT	0.00	3,256.25	0.00	3,256.25
512461	NURSE-PT	0.00	5,117.43	0.00	5,117.43
512591	FOOD SERVICE WORKER PT	53,823.43	40,336.60	0.00	94,160.03
512680	CUSTODIAN-REG	232,682.74	275,242.91	0.00	507,925.65
512682	CUSTODIAN-OT	37,052.09	50,410.68	0.00	87,462.77
529997	FRINGE BENEFITS-CERT	11,773.33	76,631.53	0.00	88,404.86
529998	FRINGE BENEFITS-NON-CER	206,584.97	188,560.78	0.00	395,145.75
533220	INSTR PROG IMPROVE SVS	310,750.00	0.00	13,000.00	323,750.00
533305	OTHER PROF TECH SVS	288,142.47	299,653.54	33,466.46	621,262.47
555301	POSTAGE	0.00	20,000.00	0.00	20,000.00
555303	INTERNET COMMUNICATIONS	382,838.93	428,660.59	690.00	812,189.52
555600	TUITION	0.00	0.00	0.00	0.00
555900	MISC PURCHASED SVS	10,683.00	0.00	0.00	10,683.00
566110	INSTRUCTIONAL SUPPLIES	306,590.08	107,253.00	0.00	413,843.08
566504	TECHNOLOGY RELATED SUPP	46,310.40	28,227.30	0.00	74,537.70
566909	SUPPLIES AND MATERIALS	575,561.09	56,888.46	0.00	632,449.55
577340	EQUIPMENT	91,749.00	0.00	0.00	91,749.00
577348	COMPUTER/TECH RELATED H	3,871,861.93	4,427.65	0.00	3,876,289.58
599999	INDIRECT - OVERHEAD	47,424.11	0.00	0.00	47,424.11
	<b>Expense Total</b>	<b>6,720,596.34</b>	<b>2,185,959.74</b>	<b>47,156.46</b>	<b>8,953,712.54</b>

**ESSER II***Expenditures through 3/30/22*

<b>OBJECT</b>	<b>ACCOUNT DESCRIPTION</b>	<b>YTD EXPENDED</b>	<b>ENCUMBRANCES</b>	<b>TOTAL</b>
511020	ADMINISTRATOR-REG	115,646.87	0.00	115,646.87
511240	PRIN/VP-REG	72,772.67	0.00	72,772.67
511241	PRIN/VP - PT	10,587.12	0.00	10,587.12
511360	TEACHER-REG	2,257,097.14	0.00	2,257,097.14
511361	TEACHER-PT	307,131.00	0.00	307,131.00
511365	TCHR-STIPENDS & ATHLETI	115,470.16	0.00	115,470.16
511400	SOC WKR-REG	192,683.27	0.00	192,683.27
511997	BONUS CERTIFIED	219,250.00	0.00	219,250.00
512040	DIRECTOR/ASST-REG	38,423.08	0.00	38,423.08
512280	SUPPORTIVE STAFF-REG	146,966.92	0.00	146,966.92
512281	SUPPORTIVE STAFF-PT	26,483.67	0.00	26,483.67
512282	SUPPORTIVE STAFF - OT	685.25	0.00	685.25
512461	NURSE-PT	6,600.00	0.00	6,600.00
512462	NURSE - OT	3,375.50	0.00	3,375.50
512540	PARAPROFESSIONAL-REG	1,099.67	0.00	1,099.67
512541	PARAPROFESSIONAL-PT	46,064.75	0.00	46,064.75
512560	SPEC POLICE OFF-REG	1,359.46	0.00	1,359.46
512561	SPEC POLICE OFF-PT	17,238.00	0.00	17,238.00
512562	SPEC POLICE OFF-OT	18,776.33	0.00	18,776.33
512681	CUSTODIAL PART TIME	3,000.00	0.00	3,000.00
512682	CUSTODIAN-OT	8,845.90	0.00	8,845.90
512997	BONUS NON-CERTIFIED	250.00	0.00	250.00
529997	FRINGE BENEFITS-CERT	524,864.37	0.00	524,864.37
529998	FRINGE BENEFITS-NON-CER	68,353.21	0.00	68,353.21
533210	INSTR CONTRACT SVS	1,147,125.00	4,362,765.00	5,509,890.00
533220	INSTR PROG IMPROVE SVS	343,611.12	996,888.88	1,340,500.00
533230	PUPIL SVS: NON-PYRL SVS	909,666.00	606,444.00	1,516,110.00
533305	OTHER PROF TECH SVS	743,819.97	432,856.91	1,176,676.88
544300	MAINT & CUSTODIAL SERVICES	15,002.09	24,997.91	40,000.00
544410	RENTAL OF FACILITIES	48,000.00	0.00	48,000.00
555100	STUDENT TRANSP	475,322.19	0.00	475,322.19
555303	INTERNET COMMUNICATIONS	291,477.24	0.00	291,477.24
555400	ADVERTISEMENT	10,000.00	0.00	10,000.00
555900	MISC PURCHASED SVS	21,380.00	23,664.00	45,044.00
566110	INSTRUCTIONAL SUPPLIES	12,077.63	18,034.93	30,112.56
566113	TRAINING SUPPLIES	0.00	1,545.00	1,545.00
566130	MAINT & CUSTODIAL SUPPL	143,923.91	214,100.77	358,024.68
566904	AWARDS & INCENTIVES	17,998.50	0.00	17,998.50
566909	SUPPLIES AND MATERIALS	640,432.34	31,379.60	671,811.94
588906	INCENTIVES FOR STAFF	2,331.00	12,083.85	14,414.85
	<b>Expense Total</b>	<b>9,025,191.33</b>	<b>6,724,760.85</b>	<b>15,749,952.18</b>

**ARP/ESSER III***Expenditures through 3/30/22*

<b>OBJECT</b>	<b>ACCOUNT DESCRIPTION</b>	<b>YTD EXPENDED</b>	<b>ENCUMBRANCES</b>	<b>TOTAL</b>
511020	ADMINISTRATOR-REG	131,538.52	0	131,538.52
511040	DIRECTOR/ASST-REG	208,077.09	0.00	208,077.09
511240	PRIN/VP-REG	89,823.13	0.00	89,823.13
511361	TEACHER-PT	20,196.00	0.00	20,196.00
511363	TEACHER-SUBS	250.00	0.00	250.00
512280	SUPPORTIVE STAFF-REG	31,263.12	0.00	31,263.12
512281	SUPPORTIVE STAFF-PT	1,743.51	0.00	1,743.51
529997	FRINGE BENEFITS-CERT	63,464.76	0.00	63,464.76
529998	FRINGE BENEFITS-NON-CER	11,036.39	0.00	11,036.39
533220	INSTR PROG IMPROVE SVS	161,662.72	15,172.28	176,835.00
533305	OTHER PROF TECH SVS	580,168.30	295,000.00	875,168.30
555303	INTERNET COMMUNICATIONS	643,245.41	62,880.00	706,125.41
566110	INSTRUCTIONAL SUPPLIES	761,865.64	3,574.46	765,440.10
566113	TRAINING SUPPLIES	460,900.00	11,190.05	472,090.05
566504	TECHNOLOGY RELATED SUPP	869.05	9,714.00	10,583.05
577348	COMPUTER/TECH RELATED H	115,445.80	27,328.00	142,773.80
	<b>Expense Total</b>	<b>3,281,549.44</b>	<b>424,858.79</b>	<b>3,706,408.23</b>

# CITY OF HARTFORD

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## MURPHY ROAD RECYCLING:

- Murphy Road Recycling shall provide the City with municipal solid waste and recycling disposal services.
- The agreement contract with Murphy Road Recycling was awarded through a competitive RFP-based solicitation, from which Murphy Road Recycling was the lowest-priced qualified respondent.
- FY23 is Year 1 of the agreement contract with Murphy Road Recycling. The contract value will vary based upon the schedule of annual tip fees and the amount of MSW tonnage disposed annually (currently estimated at approx. 33,000 tons).
- Based upon the most recent quoted tip fee from MIRA of \$111/ton for FY23, the City stands to save an estimated \$265,000 in tip fees for the upcoming fiscal year.
- The City has the option to renew this agreement for two (2) additional five-year terms. The annual tip fee table for the first 5 year term is listed below:

<b>Years</b>	<b>Total</b>
Year 1	\$103.00
Year 2	\$106.00
Year 3	\$111.30
Year 4	\$116.88
Year 5	\$122.72

**MEMORANDUM  
OFFICE OF POLICY AND MANAGEMENT**

**To:** Members of the Municipal Accountability Review Board (MARB)

**From:** Julian Freund, Policy Development Coordinator, OPM

**Subject:** Health Insurance Analysis – Hartford Public Schools

**Date:** April 8, 2022

**Background:**

Hartford Public Schools (HPS) provides health insurance benefits to its approximately 2,350 employees and retirees through a self-insured health plan. HPS contracts with a third party administrator for administration of the plan. Current labor contracts provide members health coverage in either a high deductible/health savings account (HDHP/HSA) plan or a preferred provider organization (PPO) plan. Depending on date of hire, members may either be required to enroll in the HDHP/HSA plan or have a choice between the HDHP/HSA and the PPO plan. The trend in contracts approved over recent years has been a transition away from offering the PPO plan as an option toward providing the HDHP/HSA plan as the sole option.

In 2021, a coalition of Hartford schools unions commissioned a study comparing the cost of providing health benefits through the District's self-insured plan to the projected cost of providing benefits through the State Partnership Health Plan.

The Hartford Subcommittee reviewed the report commissioned by the unions as well as other data provided by HPS. As a result of those discussions, the Subcommittee members requested that an independent consultant be engaged to conduct an objective cost comparison and analysis of other aspects of HPS employee health benefits.

**Discussion:**

OPM staff and the HPS Chief Finance Officer developed a scope of services for consulting services to provide the analysis of health insurance costs. The scope was reviewed by the Subcommittee and revised accordingly. A quote and proposal have been received from Milliman to provide the services itemized in the attachment. The estimated cost range is \$15,000 to \$25,000. Based on OPM procurement policy, the contract with Milliman will need to be capped at \$20,000. If the actual cost of the contract approaches \$20,000, some of the items in the scope may need to be prioritized in order to keep costs within the cap.

**Recommendation:**

The recommendation is for the MARB to approve the following motion:

Motion: To advise OPM to proceed with negotiating and executing an agreement with Milliman for the proposed scope of work related to Hartford Public Schools health insurance on behalf of the MARB"

**Attachments:**

- Proposed Scope of Work

## Proposed Scope of Work

- 1) Review and analysis of the self-insured renewal rates prepared by Anthem for Hartford Public Schools.
  - a) Review the health insurance self-insured renewal rates used for employee premium share contributions and for budgeting purposes
  - b) Assess the extent to which renewal rates exceed or fall short of levels necessary to cover predicted claims expenses, administrative expenses, stop-loss insurance costs, and an adequate reserve level.
  - c) We will conduct a high-level review of the pharmacy benefit management (PBM) program including a review of contract terms. Analysis of projected costs and potential savings associated with a move to the Partnership Plan will be included in the cost comparisons described in 2) below.
- 2) Cost Comparisons
  - a) Calculate the projected cost of current members enrolled in the PPO health plan compared to the cost if employees elected the HDHP/HSA plan.
    - i) The analysis will include a comparison of gross costs of coverage as well as comparisons of the costs to Hartford Public Schools and the cost to enrollees.
  - b) Calculate the projected cost of Hartford Public Schools continuing with the existing self-insured health insurance options (PPO and HDHP/HSA) to the projected cost of transitioning to the State Partnership health plan.
    - i) Analysis will include a comparison of gross costs of coverage under both scenarios as well as comparisons of the costs to Hartford Public Schools and the cost to enrollees under both scenarios. Retention fees, ASO fees, stop-loss costs, internal service funds, co-pays and premium costs will all be considered.
    - ii) You've asked that the comparisons use both Anthem's fully insured equivalent rate and allocated rates.
- 3) Benefits Comparison
  - a) Evaluation of Summary Plan Documents (SPDs) for the existing PPO and HDHP/HSA plans and for State Partnership health plan to identify corresponding coverage tier on State's insurance exchange (i.e. silver, gold, platinum).



**MEMORANDUM  
MUNICIPAL ACCOUNTABILITY REVIEW BOARD**

**To:** Municipal Accountability Review Board  
**From:** Julian Freund  
**Subject:** Update on West Haven Subcommittee  
**Date:** April 8, 2022

The West Haven Subcommittee last met on March 22.

CohnReznick Audit: At the Subcommittee meeting, it was reported that the firm was in the process of preparing its report and anticipated completion by the end of the month. It was also noted that the City's final submission of CRF expenditures to the OPM portal had yet not been completed.

Board of Education Budget: The Board of Education FY 2023 budget was presented and discussed. The FY 2023 budget request from the General Fund is level funded at \$89.96 million. However, the BOE is relying on a number of grants to support its total FY 2023 expenditures. The role of recurring and non-recurring grants was discussed and the BOE was advised to prepare a 5-Year Plan that projects anticipated funding from all sources and takes into consideration needed investments in information technology, enrollment projections, teacher recruitment and other variables affecting district finances.

Recommended FY 2023 Budget: The Subcommittee began its review of the Mayor's Recommended FY 2023 Budget. The overall budget increases by 1.7% compared to the FY 2022 budget. The Real Estate/Personal Property mill rate remains unchanged at 34.0 mills while the Motor Vehicle mill rate is reduced from 34.0 mills to 26.0 mills in response to the proposed MV mill rate cap in the Governor's mid-term budget (the Fire Districts would tax Motor Vehicles at 3.0 mills for a total of 29.0 mills).

The Recommended FY 2023 Budget is a major departure from all of the previously approved 5-Year Plans. In each of the approved 5-Year Plans, FY 2023 was a pivotal year in which Debt Service requirements decreased dramatically due to the final payoff of previously issued pension obligation bonds. The reduction in Debt Service was to be timed with considerable increases in set-asides to accumulate Fund Balance (\$3.95 million in the most recent 5-Year Plan). In the Recommended FY 2023 Budget, the set-aside for Fund Balance is \$150,000 while City operations increase by 10.7%.

ARPA Plan: The Mayor presented the plan for the use of ARPA funds. The plan had been presented to City Council and an appointed volunteer group to help with grant planning has been established. The planned use of the funds includes \$700,000 for the administration of the grant. Much of the discussion centered on the impact some of the proposed uses could have on operating expenses. The City was advised to ensure that ongoing costs associated with the grant are reflected accurately in the 5-Year Plan.

MOA Action Plans: Updates were provided in the areas of Human Resources, Information Technology and procurement.

\* The next meeting of the West Haven Subcommittee is April 26<sup>th</sup>.



BERCHEM MOSES.COM

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Marsha Belman Moses  
Stephen W. Studer ▶  
Richard J. Buturla  
Floyd J. Dugas  
Ira W. Bloom  
Jonathan D. Berchem ●  
Michelle C. Laubin ◆  
Gregory S. Kimmel  
Christopher M. Hodgson  
Mario F. Coppola  
Christine A. Sullivan

Paula N. Anthony ◆  
Richard C. Buturla  
Ryan P. Driscoll ◆◆  
Bryan L. LeClerc ◆  
Brian A. Lema  
Douglas E. LoMonte

Jacob P. Bryniczka  
Eileen Lavigne Flug  
Peter V. Gelderman ◊  
Warren L. Holcomb  
Eugene M. Kimmel  
Raymond J. Rigat  
Paul A. Testa \* ▶

Nicholas R. Bamonte  
Carolyn Mazanec Dugas  
Rebecca E. Goldberg  
Christopher R. Henderson  
Herbert Z. Rosen  
Matthew L. Studer  
Tyler I. Williams

\* - Also Admitted in FL  
◊ - Also Admitted in IL  
▶ - Also Admitted in MA  
◆ - Also Admitted in NJ  
◆ - Also Admitted in NY  
\* - Also Admitted in PA

**PLEASE REPLY TO  
MILFORD OFFICE**

April 11, 2022

*Via Email: [Julian.Freund@ct.gov](mailto:Julian.Freund@ct.gov)*

Julian Freund  
State of Connecticut, Office of Policy and Management  
Municipal Accountability Review Board  
450 Capitol Avenue  
Hartford, CT 06106

Re: Tentative Agreement with West Haven Police, Local #895,  
UPSEU – C.O.P.S.

Dear Mr. Freund:

The purpose of this letter is to summarize the provisions of a Tentative Agreement reached between the City and West Haven Police, Local #895, UPSEU – C.O.P.S. and to provide supporting cost data and comparative information.

The Tentative Agreement was ratified by the Union in February and by the West Haven City Council on March 14, 2022. The Tentative Agreement is attached (Exhibit A).

The agreement provides for a two-year extension of the current collective bargaining agreement which was set to expire on June 30, 2023. The term would now expire on June 30, 2025.

The parties agreed to reopen the current contract based upon the exigent and dire circumstances relative to police staffing. Effective July 1, 2022, the parties agree to increase the annual salary for each rank in effect on June 30, 2022, by Ten Thousand Dollars (\$10,000.00), using ARPA funds in year one and year two.

The legal opinion of Berchem Moses concerning the use of ARPA funds for worker retention is attached. (Exhibit B.)

The City agrees to provide a 2.5% general wage increase effective July 1, 2022, (previously negotiated in the original contract), July 1, 2023 and July 1, 2024.

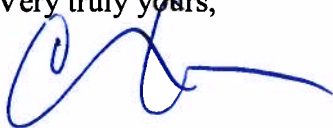
Julian Freund  
April 11, 2022  
Page 2

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I also attach the salary cost data (Exhibit C), the draft red-lined contract (Exhibit D) and comparative area wages (Exhibit E).

Thank you for your consideration.

Very truly yours,

A handwritten signature in blue ink, appearing to read "Chris Hodgson", with a long horizontal flourish extending to the right.

Christopher M. Hodgson, Esq.

Attachments

cc: Lee Tiernan, Corporation Counsel  
Beth Sabo, Director

# EXHIBIT A

Tentative Agreement  
Between The City of West Haven  
and  
West Haven Police Local #895, UPSEU-C.O.P.S.  
to Resolve Police Reopener

February 4, 2022

The City of West Haven and West Haven Police Local #895, UPSEU-C.O.P.S. hereby reach a Tentative Agreement relative to the agreement of the parties to reopen the current collective bargaining agreement which expires on June 30, 2023, based upon the exigent and dire circumstances relative to police staffing. The negotiating committee for the City agrees to recommend that the Tentative Agreement be ratified by the City Council and by the State of Connecticut's Municipal Accountability Review Board ("MARB") as required by MARB's Policies and Procedures. The negotiating committee for the Union agrees to recommend that the Tentative Agreement be ratified by its members.

1. Article 30, Duration, Section 30.1. The parties agree to modify current language to provide that the agreement shall remain in effect through June 30, 2025.
2. Article 9, Rate of Pay, Section 9.4, Weekly and Annual Salaries effective 7/1/22-6/30/23 revised as follows:

Effective July 1, 2022, the parties agree to increase the annual salary for each rank in effect on June 30, 2022, by Ten Thousand Dollars (\$10,000.00). Example, Patrol Officer A will go from \$72,410.90 to \$82,410.90.

In addition to the \$10,000.00 increase, each rank will receive a general wage increase of Two and One Half Percent (2.5%) effective July 1, 2022.

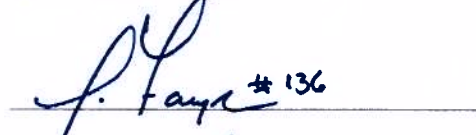
3. Article 9, Rate of Pay, add new Section 9.5, providing that effective 7/1/23-6/30/24, all ranks will receive a general wage increase of Two and One Half Percent (2.5%).
4. Article 9, Rate of Pay, add new Section 9.6, providing that effective 7/1/24-6/30/25, all ranks will receive a general wage increase of Two and One Half Percent (2.5%).
5. Article 9, Rate of Pay, eliminate Grade D.

FOR THE CITY



2/7/2022  
Date

FOR THE UNION



2/07/2022  
Date

# EXHIBIT B



BERCHEM  
MOSES  
PC  

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BERCHEM MOSES.COM

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Jonathan D. Berchem •  
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Gregory S. Kimmel  
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Christine A. Sullivan

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Paula N. Anthony ♦  
Richard C. Buturla  
Ryan P. Driscoll ♦•  
Bryan L. LeClerc ♦  
Brian A. Lema  
Douglas E. LoMonte

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Jacob P. Bryniczka  
Eileen Lavigne Flug  
Peter V. Gelderman ◊  
Warren L. Holcomb  
Eugene M. Kimmel  
Raymond J. Rigat  
Paul A. Testa •▶

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Nicholas R. Bamonte  
Carolyn Mazanec Dugas  
Rebecca E. Goldberg  
Christopher R. Henderson  
Herbert Z. Rosen  
Matthew L. Studer  
Tyler I. Williams

- 
- \* - Also Admitted in FL
  - ◊ - Also Admitted in IL
  - ▶ - Also Admitted in MA
  - - Also Admitted in NJ
  - ♦ - Also Admitted in NY
  - - Also Admitted in PA

PLEASE REPLY TO  
MILFORD OFFICE

March 28, 2022

Via Email: [nrossi@westhaven-ct.gov](mailto:nrossi@westhaven-ct.gov)

The Honorable Nancy R. Rossi  
West Haven City Hall  
355 Main Street, 3rd Floor  
West Haven, CT 06516

Re: Use of ARPA Funds for Police Retention

Dear Mayor Rossi:

You asked this firm to provide a legal opinion regarding whether American Rescue Plan Act (ARPA) funds could be used for police officer retention. Based on the U.S. Treasury Final Rule, and the considerable flexibility given to recipients, this type of expenditure is allowable.

## I. FACTUAL BACKGROUND

In March 2021, the American Rescue Plan Act (ARPA) was signed into law and established the Coronavirus State and Local Fiscal Recovery Funds (SLFRF). The U.S. Treasury issued its Final Rule governing eligible uses of SLFRF funds under ARPA. Recipients may use these funds to: 1) replace lost revenue; 2) invest in water, sewer, and broadband infrastructure; 3) respond to public health and economic impacts of COVID-19; or 4) provide premium pay to eligible workers.

The City of West Haven proposes to use SLFRF to provide retention incentive pay to their uniformed Police Officers by increasing their base rate of pay by \$10,000 effective July 1, 2022, as approved by the City Council on March 14, 2022.

## II. LEGAL ANALYSIS

Based on the Final Rule's text, police officers would be eligible for the benefits provided by the SLFRF. An employee needs to be 1) an eligible worker and 2) engaged in essential work. Both are broadly defined. 31 C.F.R. Part 35.3 (the Final Rule) defines eligible worker as, inter alia, a person engaged in "emergency response", and "any work performed by an employee of state, local, or tribal government." The same provision defines essential work as work which requires "regular in-person interactions with ... the public, or co-workers of the individual that is performing the work." A police officer clearly meets those definitions.

The regulation also provides a timeline for the use of funds, stating "a recipient may only use funds to cover costs incurred during the period beginning March 3, 2021, and ending December 31, 2024." 31 C.F.R. Part 35.5. The Final Rule takes effect on April 1, 2022, but the funds can be allocated now.

One of the eligible use categories, listed in Part 35.6., includes "responding to public health emergencies or its negative economic impacts." This broad category includes the subcategory, in Part 35.6(E), of "expenses to support public sector capacity and workforce." This subcategory includes "payroll, covered benefit, and other costs associated with programs or services to support public sector workforce and with the recipient." Part 35.6(E)(2). In addition, such expenses can include "costs associated with addressing administrative needs of recipient governments that were caused or exacerbated by the pandemic." Part 35.6(E)(4).

Textually this language does not explicitly provide for the possibility of worker retention incentives, but the preamble of the Final Rule, the Overview of the Final Rule<sup>1</sup>, and the Compliance Statement of the Final Rule<sup>2</sup> does expressly allow for such payments.

Specifically, the Overview of the Final Rule states the following as an eligible use:

**"Providing worker retention incentives, including reasonable increases in compensation to persuade employees to remain with the employer as compared to other employment options. Retention incentives must be entirely additive to an employee's regular compensation, narrowly tailored to need, and should not exceed incentives traditionally offered by the recipient or compensation that alternative employers may offer to compete for the employees.** Treasury presumes that retention incentives that are less than 25 percent of the rate of base pay for an individual employee or 10 percent for a group or category of employees are reasonably proportional to the need to retain employees, as long as other requirements are met." (Overview of Final Rule at p. 28<sup>3</sup>) (emphasis added).

<sup>1</sup> <https://home.treasury.gov/system/files/136/SLFRF-Final-Rule-Overview.pdf>

<sup>2</sup> <https://home.treasury.gov/system/files/136/SLFRF-Compliance-Statement.pdf>

<sup>3</sup> <https://home.treasury.gov/system/files/136/SLFRF-Final-Rule-Overview.pdf>



The Honorable Nancy R. Rossi  
West Haven City Hall  
March 28, 2022  
Page 3

Moreover, the preamble to the Final Rule states that:

“All worker retention incentives must be narrowly tailored to need and should not exceed incentives traditionally offered by the recipient or compensation that alternative employers may offer to compete for the employees. Further, because retention incentives are intended to provide additional incentive to remain with the employer, they must be entirely additive to an employee’s regular rate of wages and other remuneration and may not be used to reduce or substitute for an employee’s normal earnings” (Final Rule at p. 184).

We believe that adding \$10,000/per officer to their base salary as retention incentive pay effective July 1, 2022, would meet the Treasury presumption as these amounts on a per year basis are less than 25 percent of an officer rate of base pay. This conclusion is based off of the rates of pay provided in Article 9.3 of the collective bargaining agreement.

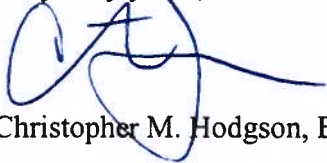
It is important to note that the use of these funds as articulated above is separate and apart from using SLFRF for employee premium or hazard pay.

### III. CONCLUSION

The Final Rule will allow the City of West Haven to use SLFRF funds to provide police officers with retention incentive pay by increasing their base rate of pay by \$10,000 effective July 1, 2022.

Please let us know if we can provide any further information or analysis.

Very truly yours,



Christopher M. Hodgson, Esq.

cc: Lee Kennedy Tiernan, Corporation Counsel  
Via Email: [LTiernan@westhaven-ct.gov](mailto:LTiernan@westhaven-ct.gov)

# EXHIBIT C

**West Haven Police Salary Account with Revised Wages**

Rank	Current Salary Account		7/1/2022		7/1/2023		7/1/2024	
	# FTE	Annual Total \$	# FTE	Annual New Total \$	# FTE	Annual New Total \$	# FTE	Annual New Total \$
Humane Officer A	4	45,877.27	4	57,274.20	4	58,706.06	4	60,173.71
Humane Officer B		44,543.79		55,907.38		57,305.07		58,737.70
Patrol Officer A	37	72,410.90	37	84,471.17	37	86,582.95	37	88,747.52
Patrol Officer B	1	66,072.79	1	77,974.61	1	79,923.97	1	81,922.07
Patrol Officer C	31	59,712.61	31	71,455.43	31	73,241.81	31	75,072.86
<b>Patrol Officer D</b>		<b>57,395.43</b>						
Detective A	15	75,952.32	15	88,101.13	15	90,303.66	15	92,561.25
Detective B		74,339.96		86,448.46		88,609.67		90,824.91
Sergeant A	18	80,191.74	18	92,446.53	18	94,757.70	18	97,126.64
Sergeant B		78,596.71		90,811.63		93,081.92		95,408.97
Det/SGT A	3	83,186.95	3	95,516.62	3	97,904.54	3	100,352.15
DET/SGT B		81,709.57		94,002.31		96,352.37		98,761.18
Lieutenant A	5	86,726.80	5	99,144.97	5	101,623.59	5	104,164.18
Lieutenant B		84,957.40		97,331.34		99,764.62		102,258.74
Captain A	3	93,742.95	3	106,336.52	3	108,994.94	3	111,719.81
Captain B		92,142.66		104,696.23		107,313.63		109,996.47
<b>Total Salary Account</b>		<b>8,327,035.90</b>		<b>9,734,461.80</b>		<b>9,977,823.36</b>		<b>10,227,268.86</b>
				<b>% Difference 16.90%</b>		<b>% Difference 2.50%</b>		<b>% Difference 2.50%</b>
				<b>\$ Difference 1,407,425.90</b>		<b>\$ Difference 243,361.56</b>		<b>\$ Difference 249,445.50</b>

West Haven Police Salary Account with Wages with Humane Officer Positions Removed

Rank	Current Salary Account		7/1/2022		7/1/2023		7/1/2024	
	# FTE	Annual Total \$	With \$10,000 plus 2.5% increase # FTE Annual New Total \$	With 2.5% increase # FTE Annual New Total \$	With 2.5% increase # FTE Annual New Total \$			
Patrol Officer A	37	72,410.90	84,471.17	86,582.95	88,747.52			
Patrol Officer B	1	66,072.79	77,974.61	79,923.97	81,922.07			
Patrol Officer C	31	59,712.61	71,455.43	73,241.81	75,072.86			
<del>Patrol Officer D</del>		<del>57,395.43</del>						
Detective A	15	75,952.32	88,101.13	90,303.66	92,561.25			
Detective B		74,339.96	86,448.46	88,609.67	90,824.91			
Sergeant A	18	80,191.74	92,446.53	94,757.70	97,126.64			
Sergeant B		78,596.71	90,811.63	93,081.92	95,408.97			
Det/SGT A	3	83,186.95	95,516.62	97,904.54	100,352.15			
DET/SGT B		81,709.57	94,002.31	96,352.37	98,761.18			
Lieutenant A	5	86,726.80	99,144.97	101,623.59	104,164.18			
Lieutenant B		84,957.40	97,331.34	99,764.62	102,258.74			
Captain A	3	93,742.95	106,336.52	108,994.94	111,719.81			
Captain B		92,142.66	104,696.23	107,313.63	109,996.47			
<b>Total Salary Account</b>		<b>8,143,526.82</b>	<b>9,505,364.99</b>	<b>9,742,999.12</b>	<b>9,986,574.02</b>			
			<b>% Difference 16.72%</b>	<b>% Difference 2.50%</b>	<b>% Difference 2.50%</b>			
			<b>\$ Difference 1,361,838.17</b>	<b>\$ Difference 237,634.13</b>	<b>\$ Difference 243,574.90</b>			

# EXHIBIT D

**DRAFT**  
**April 11, 2022**

**AGREEMENT**

**Between**

**THE CITY OF WEST HAVEN**

**and**

**THE WEST HAVEN POLICE LOCAL #895, UPSEU**

**July 1, ~~2018~~2022— June 30, ~~2023~~2025**

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This Agreement is entered into by the City of West Haven, hereafter referred to as the "City", and the West Haven Police of the Local #895 United Public Service Employees Union, hereafter referred to as the "Union," for the establishment of an equitable and peaceful procedure for the resolution of disputes and differences and the establishment of rates of pay, hours of work, working privileges, and the benefits of any or other matters that come within the general meaning of the terms, working condition or conditions of employment.

The City and the Union agree that no individual or group of individuals shall change any part or deviate in any manner from the terms of this Agreement, nor shall individual arrangements be made covering this Agreement contrary to the terms hereto, unless such change or deviation is made in writing and signed by both the City and the Union.

The parties acknowledge that during negotiations which resulted in this Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining for municipalities, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

#### **ARTICLE 1** **MANAGEMENT RIGHTS**

Except where such rights, powers and authority are specifically relinquished, abridged or otherwise limited by the provisions of this Agreement, the City has and will continue to retain, exercised or not, the sole and unquestioned responsibility and prerogative to manage the affairs of the City and direct the work force, including but not limited to the following:

- (a) To determine the care, maintenance and operation of City equipment and property.
- (b) To establish or continue policies, practices and procedures for the conduct of City business and, from time to time, to change or abolish such policies, practices or procedures.
- (c) To discontinue processes or operations or to discontinue their performance by employees.
- (d) To select and to determine the number and types of employees required to perform the City's operations.
- (e) To lay off, furlough or otherwise relieve employees from duty for lack of work or other legitimate reasons.
- (f) To prescribe and enforce reasonable work rules provided such rules are made known in a reasonable manner to the employees affected by them.

- (g) To create job descriptions and revise existing job descriptions as deemed necessary.
- (h) To transfer or reassign employees wherever the City's needs require, provided that the City shall give employees to be transferred or reassigned at least two weeks' notice, except in the case of an emergency. Such transfers or reassignments shall be made in a manner so that the employee(s) transferred or reassigned will not experience a reduction in their current regular hours and base wage.
- (i) To decide the staffing levels in all City operations, including but not limited to the number of employees assigned to City vehicles or work projects.
- (j) Take any action necessary in emergency situations regardless of prior commitments in order to carry out the responsibility of the City to the citizens of West Haven.

Nothing in this Article shall relieve the City of any obligation it may have to bargain over the impact of a managerial decision.

## **ARTICLE 2** **RECOGNITION**

2.1 The City recognizes **The United Public Service Employees Union, UPSEU/COPS** as a sole and exclusive bargaining agent for all full time regular and permanent investigatory and uniform members of the Police Department, with authority to exercise Police powers up to and including the rank of Captain.

2.2 For the purpose of this Article, full time employees are defined as personnel regularly scheduled to work sixty-five (65) days per year.

## **ARTICLE 3** **NON-DISCRIMINATION**

3.1 The provisions of this Agreement will apply to all employees in the Union without discrimination because of sex, race, creed, national origin, religious affiliation or political affiliations.

3.2 The City agrees that it will not discriminate against any employee covered under this Agreement because of said employee's membership in, or activity on behalf of the Union.

**ARTICLE 4**  
**UNION SECURITY AND DUES DEDUCTIONS**

4.1 The City agrees to deduct each week the weekly membership dues uniformly required as a condition of retaining membership in the Union from the pay of those employees who shall have executed and furnished the City and the Union an authorization and assignment in the form agreed upon. The City also agrees to deduct regular weekly membership dues uniformly required as a condition of membership in the Union from the pay of employees who hereafter join the Union and execute a written authorization and assignment.

4.2 This agreement, authorization and direction shall be irrevocable for a period of not more than one (1) year from the effective date of this contract or until the termination of the agreement between the City and the Union, which is in force at the time of delivery of this authorization, whichever comes sooner. Notice of revocation shall be furnished to the City and to the Union, not less than twenty (20) or more than forty (40) days prior to the expiration of the one (1) year period, or the expiration of the contract, whichever comes sooner. The authorization payroll deduction card shall be certified by the Secretary or other authorized official of the Union as to the Union dues deductible. Deduction shall be made from the payroll periodically as specified, and the total dues shall be delivered to the Treasurer of the Union. Deductions shall be made every week, except where an employee is not on the payroll for that week. The City shall not be liable for any such member's deduction if he is not on the payroll during the specific deduction week. When such member returns to duty it shall be the responsibility of the City to reactivate the deduction of his current dues.

4.3 All present employees within the bargaining unit who are members of the Union on the effective date of this Agreement, and all future members of the Department shall as a condition of employment remain and/or become members of the Union in good standing.

**ARTICLE 5**  
**SENIORITY**

5.1 Seniority with the West Haven Police Department shall commence from the date that the employee was hired as a regular member.

5.2 All new appointments to the Police Department will be made by the Commissioners from the top three (3) applicants rated first, second or third on the current eligibility list. When more than one appointment to the force is made on the same day the person who has the highest ranking on the eligibility list shall be deemed the senior person. When two or more appointments have the same ranking on the eligibility list, seniority shall be derived from the employee's date of birth with the oldest appointment being senior to the younger appointment.

5.3 Any officer who resigns from employment with the West Haven Police Department prior to certification by POST will forfeit all accumulated sick, vacation, holiday and personal time.

5.4 Seniority for Detectives, Sergeants, Detective Sergeants, Lieutenants, and Captains shall commence from the effective date of appointment to their respective ranks.

5.5 Patrol Officers and Sergeants shall select their shifts and beats according to seniority from the effective date of appointment to their respective ranks in accordance with the present selection plan and Section 13.4 of this Agreement. The selection period shall be fifty-six (56) days.

5.6 Detectives and Detective Sergeants shall pick their holidays and vacations according to seniority from the effective date of appointment to their respective ranks in accordance with the present selection plan and Section 13.4 of this Agreement. The selection period shall be fifty-six (56) days.

5.7 Lieutenants shall select their shifts and days off according to seniority from effective date of appointment to their respective ranks in accordance with the present selection plan and Section 13.4 of this Agreement. The selection period shall be fifty-six (56) days.

5.8 Seniority shall not be broken by vacation time, sick time, temporary lay-off or any call to military service for the duration, including service in the National Guard, or any suspension of less than 30 days duration. Any suspensions of thirty (30) days or more by the Board of Police Commissioners shall count as a loss of seniority for the time of suspension only in excess of thirty (30) days.

5.9 If an employee resigns voluntarily or is discharged for just cause he/she shall forfeit all seniority.

5.10 In the event of a reduction of the force, all layoffs shall be in inverse order of most recent hiring and any subsequent recall to work shall be made by seniority.

A layoff of a Humane Officer shall be affected separately from any reduction in the force of sworn police officers, and shall be in inverse order of seniority within their respective titles.

## **ARTICLE 6**

### **GRIEVANCE PROCEDURE**

6.1 **Purpose:**

The purpose of this grievance procedure shall be to discuss employee grievances and/or complaints in a manner which will insure efficiency and employee morale with the best interests of both parties involved in the settlement.

6.2 **Scope:**

A. A grievance within the meaning of this Agreement is defined to include any difference or disputes between the Union and/or an employee and the City involving any interpretation or application of any provision of this Agreement.

B. In addition to disputes or complaints involving interpretation or application of this Agreement, grievances shall be recognized as valid which shall have reference to interpretation or application of rules and regulations and policies of the Police Department, or which shall have reference to charges of favoritism or discrimination or which involve discharge, suspension or other disciplinary action.

### 6.3 Representation:

Any employee may use this grievance procedure with or without Union assistance. Should an employee process the grievance through one or more of the step provided herein prior to seeking Union aid, the Union shall process the grievance from the next succeeding steps following that which the employee has utilized.

### 6.4 Settlements:

No grievance settlement made as a result of any individually processed grievance shall contravene any of the provisions of this Agreement.

### 6.5 Steps of the Grievance Procedure:

Step 1 - An employee who has a grievance or complaint shall go to the senior officer in charge of that shift accompanied, if desired, by a Union representative to settle the dispute. The senior officer shall submit his answer in not less than three (3) working days. Any grievance must be filed within fifty (50) days from the date it occurred.

1a - When action is taken by the Chief of Police, the normal procedure shall be to file the grievance directly to Step 3.

1b - When action is taken by the Board of Police Commissioners the normal grievance procedure may be advanced to Step 4.

Step 2 - If the complainant and/or the Union is not yet satisfied, the complainant shall then reduce the complaint to writing and then submit it to the Chief or his/her designee. The Chief's or his/her designee's decision shall be rendered in writing within five (5) working days of receipt of the grievance.

Step 3 - If the complainant and his/her Union representative, if desired, are not satisfied with the decision rendered by the Chief or his/her designee, the employee or the Union representative, shall submit the grievance in writing to the Board of Police Commissioners within ten (10) days. All information pertaining to the grievance, including Internal Affairs reports shall be made available to the Commissioners and there shall be no disqualification of Commissioners. Whenever there is a grievance filed at this Step, the Commissioners will hear the grievance, not later than the third regularly scheduled meeting of the Board of Police Commissioners that follows the filing at Step 3. The grievance hearing will allow the Chief or his/her designee and the

union to argue the merits of the grievance. If the Commissioners do not hold a meeting on the grievance within this time, the Union shall have the right to bring it directly to the next Step. Said Board shall render its decision in writing within ten (10) working days following the Board of Commissioners' meeting with the Union.

Step 4 - If the complainant and/or his Union Representative are not satisfied with the decision rendered by the Board of Police Commissioners, said grievance shall be forwarded to the City Personnel Director who shall within ten (10) working days convene a hearing. The City Personnel Director shall render his/her decision within five (5) working days of said hearing.

Step 5 - (a) If a grievance has not been satisfactorily adjudicated in any of the prior steps, the Union may submit the matter to the Connecticut State Board of Mediation and Arbitration for review and hearing and the decision rendered by the arbitrator(s) shall be final and binding upon both parties.

(b) A letter of notification must be submitted by the initiating party to the other party, and a grievance not filed within a thirty (30) day time limit shall be deemed voided. The parties may also submit appropriate grievances to the State Board of Mediation and Arbitration for expedited arbitration, by mutual agreement.

#### 6.6 General Provisions:

A. Mediation: The mediation service of the State Board of Mediation and Arbitration is to be used in fourth (4th) step matters provided both parties are mutually agreed on the desirability of this service and any cost shall be borne by the initiating party.

B. Meetings: If either party to the grievance process desires to meet for the purpose of oral review, a meeting shall be requested and scheduled not later than fifteen (15) days after receipt of the request.

C. Recording Minutes or Testimony: Either party shall have the right to employ a public stenographer or use a mechanical recording device at Step 3 or 4 in the procedure. Any cost incurred shall be borne by the initiating party.

D. Police Union as a Complainant: The Union shall be entitled to submit grievance(s) in the name of the Police Union in the same manner as provided for employees herein.

E. Time Extensions: Time extensions beyond those stipulated in this grievance procedure may be arrived at by mutual written agreement of the parties.

### **ARTICLE 7** **DISCIPLINE AND DISCHARGE**

7.1 No employee shall be disciplined, suspended or discharged except for just cause. Any employee who has been disciplined or discharged and who is subsequently exonerated shall be

reinstated with full rights and benefits and without prejudice, and shall be made whole for all losses incurred.

7.2 When an employee is ordered to report to the Chief of Police or his designee for any violation of any department rule and regulations, personal or otherwise; such employee shall have the right to be attended by the Local Union, if he/she so chooses.

7.3 The Union shall have the right to be in attendance at all disciplinary hearings before the Board of Police Commissioners. The accused will receive a letter advising him of the date of such hearing and copies of this letter shall be sent to the Union. At such hearings all witnesses shall be sworn. Mechanical equipment or stenographer can be used to record all testimony, with any cost to be borne by the party requesting same. The accused shall have the right and choice of representation. Such hearings shall be closed to the public and press unless the accused requests an open hearing.

7.4 An officer who is suspended without pay for a period of ten (10) days or less by the Chief of Police or his designee may appeal the suspension through the grievance procedure beginning at Step 3.

7.5 If the Chief recommends discipline greater than a suspension without pay of ten (10) working days, he shall refer the recommendation to the Board of Police Commissioners for a hearing. The Board shall notify the officer of a hearing date in writing within ten (10) days of receipt of the Chief's recommendation.

7.6 The Chief may suspend an employee with pay while an internal investigation is being conducted if the Chief decides that the employee is a detriment to the organization in his/her present capacity. Such suspension shall be at the Chief's discretion and shall be grievable. The Chief may suspend an employee pending the outcome of a disciplinary hearing under Section 7.5 above. Such suspension shall be at the Chief's discretion and shall not be grievable.

7.7 Whenever a civilian complaint against a member or group of members of the Police Department relating to his or their conduct as an officer(s) or the manner in which such officer(s) discharges his duties and such complaint results in a hearing or inquiry, said member shall be entitled to be represented by an attorney of his own choosing before the Board of Police Commissioners. The City agrees to pay said attorney according to the schedule established by the New Haven County Bar Association in effect at the time the attorney is engaged. Should the attorney's fee be higher than the aforementioned rate, the employee will assume the difference in cost. The maximum liability to the City will be five hundred dollars (\$500) per case. This section applies only to disciplinary hearings before the Board of Police Commissioners and does not apply to grievance hearings or meetings pursuant to the contractual grievance procedure.

7.8 Employees may be required to attend such hearings when off duty. Such witnesses who are required by the City to attend shall be compensated for such appearances by being paid a sum of money that is equal to the number of hours spent at such hearings. This section applies

only to disciplinary hearings before the Board of Police Commissioners and does not apply to grievance hearings or meetings pursuant to the contractual grievance procedure.

7.9 An officer suspended for ten (10) working days or less shall forfeit one accumulated holiday, vacation day or personal day for each day of suspension. If the officer has no accumulated holidays, vacation days or personal days left, he shall forfeit a day's pay for each day of suspension. Suspended days shall not count toward the forty (40) hour work week for overtime purposes.

7.10 Time extensions beyond those stipulated here regarding hearings may be arrived at by mutual written agreement of the City and the Union.

7.11 When an employee receives a written warning or letter of reprimand placed in his or her personnel file it shall be removed after three (3) years provided the employee has had no other discipline issues in that time period.

## **ARTICLE 8** **VACATIONS**

8.1 Each employee who has completed six (6) months of service but less than one (1) year, shall be entitled to a vacation with pay of one (1) week.

8.2 Employees who have completed one (1) year of service shall be entitled to a vacation with pay of two (2) weeks annually.

8.3 Employees who have completed five (5) years of service but less than ten (10) years of service shall receive three (3) weeks of paid vacation annually.

Employees who have completed ten (10) years of service but less than fifteen (15) years of service shall receive four (4) weeks of paid vacation annually.

Employees who have completed fifteen (15) years of service but less than twenty (20) years of service shall receive five (5) weeks of paid vacation annually.

Employees who have completed twenty (20) years of service or more shall receive six (6) weeks of paid vacation annually.

8.4 Vacation time shall be computed from day of hiring and not necessarily fiscal year.

8.5 Employees shall be entitled to take their vacation at the completion of service specified. No employee shall be "bumped" from a vacation that he/she has picked if said "bumping" is less than forty-five (45) calendar days prior to the starting day of said employee's vacation.

A request for vacation time by an Animal Control Officer or Humane Officer shall be submitted in writing to the Chief of Police or his designee not less than three (3) days prior to the requested vacation. The taking of vacation shall be subject to the demands of service of the



Department. In the event that the Animal Control Officer and Humane Officer request the same vacation, preference shall be granted to the more senior employee.

8.6 Vacation pay, prorated on the employee's service with the City, shall be granted the employee in the event his services are terminated with the City for any reason except discharge.

8.7 Number of Employees On Vacation:

A. There shall be one vacation schedule for Lieutenants which shall be apart from the vacation schedule for other employees. Only one such Lieutenant shall be allowed to take vacation time on the same shift. However, the Chief of Police, in his discretion, may grant additional personnel vacation time.

B. There shall be a separate vacation schedule for Sergeants and only one Sergeant in the manpower clause shall be allowed to take vacation time at the same time on the same shift. However, the Chief of Police, in his discretion, may grant additional personnel vacation time.

C. No more than two (2) Detective Investigators on the 8:00 a.m. to 4:00 p.m. shift shall take vacation leave at one time and no more than one (1) Detective Investigator on the 4:00 p.m. to 12 midnight shift shall take vacation leave at any one time. However, the Chief of Police, in his discretion, may grant additional personnel vacation time.

D. Vacation days may be taken at the discretion of the employee subject to no more than one (1) Shift Commander, one (1) Sergeant in the manpower clause and up to six (6) Patrol Persons in the manpower clause to be granted this privilege per shift subject to the provision that the number of Patrol Persons in the manpower clause who may be off on personal leave, holidays and vacation shall not exceed, in the aggregate, six (6) per shift (Appendix C). However, the Chief of Police, in his discretion, may grant additional personnel vacation time.

8.8 These provisions are also subject to a three (3) day advanced notice request to the Chief of Police or his designated authority. The three (3) day advance notice request for the Chief of Police or his designated authority is waived for the swing men.

8.9 No vacation day shall be granted to an employee on an enumerated holiday if said position(s) cannot be filled without ordering another man to "double though."

8.10 Seniority shall prevail for vacation days and holidays.

8.11 Full vacation weeks have priority.

8.12 All vacation time will be used or cashed in at any time prior to the employee’s anniversary date. Under no circumstance can vacation time be carried over past the employee’s anniversary date.

8.13 A full week vacation shall commence on the first scheduled day of work after the employee’s two (2) days off.

**ARTICLE 9  
RATE OF PAY**

9.1 A. Probation A new city police officer shall be considered a probationary officer for three (3) years from the original date of hire. A new Humane Officer shall be considered a probationary employee for one (1) year from the original date of hire. Any absence for illness or injury in excess of five (5) consecutive working days shall not be counted toward completion of the probationary period and the probation shall be extended accordingly. During probation, a police officer shall be paid as a Grade “D” for three (3) years. For the next one (1) year following probation the officer shall be paid as a Patrol Officer “C” and the following one (1) year shall be paid as a Patrol Officer “B” before being advanced to grade “A”. During probation, a Humane Officer shall be paid at grade “B” and thereafter shall be advanced to grade “A”. During probation, the employee may be removed at any time during his/her probationary period if the employee is not performing to the level required. Removal during the probationary period shall not be subject to the grievance and arbitration procedures of this Agreement.

9.1 B. A new Detective, Sergeant, Detective Sergeant, Lieutenant or Captain shall be considered a Grade B officer at that rank for one (1) year from the date of promotion. The officer shall be paid as a Grade B Detective, Sergeant, Detective Sergeant, Lieutenant or Captain for the first year of that rank.

9.1 C. A Connecticut Post Certified Police Officer transferring from another Connecticut Police Department who has three years or more of continuous prior police experience shall be paid as a Patrol Officer “C”.

**9.2 Weekly and Annual Salaries Effective 7/1/18-22 - 6/30/21-23 (\$10,000+02.50% GWI):**

<b>RANK</b>		<b>WEEKLY</b>	<b>ANNUALLY</b>
Captain A		<del>1,784.90</del> <b>2,044.93</b>	<del>92,814.80</del> <b>106,336.52</b>
Captain B	1 yr	<del>1,754.43</del> <b>2,013.39</b>	<del>91,230.36</del> <b>104,696.23</b>
Lieutenant A		<del>1,651.31</del> <b>1,906.63</b>	<del>85,868.12</del> <b>99,144.97</b>
Lieutenant B	1 yr	<del>1,617.62</del> <b>1,871.76</b>	<del>84,116.24</del> <b>97,331.34</b>

Det/SGT A		<del>1,583.911,836.86</del>	<del>82,363.3295,516.62</del>
DET/SGT B	1 yr	<del>1,555.781,807.74</del>	<del>80,900.5694,002.31</del>
Sergeant A		<del>1,526.881,777.82</del>	<del>79,397.7692,446.53</del>
Sergeant B	1 yr	<del>1,496.511,746.38</del>	<del>77,818.5290,811.63</del>
Detective A		<del>1,446.161,694.25</del>	<del>75,200.3288,101.13</del>
Detective B	1 yr	<del>1,415.461,662.47</del>	<del>73,603.9286,448.46</del>
Patrol Officer A		<del>1,378.731,624.45</del>	<del>71,693.9684,471.17</del>
Patrol Officer B	1 yr	<del>1,258.051,499.51</del>	<del>65,418.6077,974.61</del>
Patrol Officer C	1 yr	<del>1,136.951,374.14</del>	<del>59,121.4071,455.43</del>
<del>Patrol Officer D</del>	<del>3-yr</del>	<del>1,092.83</del>	<del>56,827.16</del>
Humane Officer A		<del>873.521,101.43</del>	<del>45,423.0452,274.20</del>
Humane Officer B	1 yr	<del>848.131,075.14</del>	<del>44,102.7655,907.38</del>

**9.3 Weekly and Annual Salaries Effective 7/1/21-23 - 6/30/22-24 (12.50% GWI):**

<b>RANK</b>		<b>WEEKLY</b>	<b>ANNUALLY</b>
Captain A		<del>1,802.752,096.06</del>	<del>93,742.95108,994.94</del>
Captain B	1 yr	<del>1,771.972,063.72</del>	<del>92,142.66107,313.63</del>
Lieutenant A		<del>1,667.821,954.30</del>	<del>86,726.80101,623.59</del>
Lieutenant B	1 yr	<del>1,633.801,918.55</del>	<del>84,957.4099,764.62</del>
Det/SGT A		<del>1,599.751,882.78</del>	<del>83,186.9597,904.54</del>
DET/SGT B	1 yr	<del>1,571.341,852.93</del>	<del>81,709.5796,352.37</del>
Sergeant A		<del>1,542.151,822.26</del>	<del>80,191.7494,757.70</del>
Sergeant B	1 yr	<del>1,511.481,790.04</del>	<del>78,596.7193,081.92</del>
Detective A		<del>1,460.621,736.61</del>	<del>75,952.3290,303.66</del>
Detective B	1 yr	<del>1,429.611,704.03</del>	<del>74,339.9688,609.67</del>
Patrol Officer A		<del>1,392.521,665.06</del>	<del>72,410.9086,582.95</del>
Patrol Officer B	1 yr	<del>1,270.631,537.00</del>	<del>66,072.7979,923.97</del>
Patrol Officer C	1 yr	<del>1,148.321,408.50</del>	<del>59,712.6173,241.81</del>
<del>Patrol Officer D</del>	<del>3-yr</del>	<del>1,103.76</del>	<del>57,395.43</del>

Humane Officer A		<del>882,261,128.96</del>	<del>45,877.2758,706.06</del>
Humane Officer B	1 yr	<del>856,611,102.02</del>	<del>44,543.7957,305.07</del>

**9.4 Weekly and Annual Salaries Effective 7/1/22-24 - 6/30/23-25 (2.50% GWI):**

<b>RANK</b>		<b>WEEKLY</b>	<b>ANNUALLY</b>
Captain A		<del>1,847.822,148.46</del>	<del>96,086.52111,719.81</del>
Captain B	1 yr	<del>1,816.272,115.32</del>	<del>94,446.23109,996.47</del>
Lieutenant A		<del>1,709.522,003.16</del>	<del>88,894.97104,164.18</del>
Lieutenant B	1 yr	<del>1,674.641,966.51</del>	<del>87,081.34102,258.74</del>
Det/SGT A		<del>1,639.741,929.85</del>	<del>85,266.63100,352.15</del>
DET/SGT B	1yr	<del>1,610.621,899.25</del>	<del>83,752.3098,761.18</del>
Sergeant A		<del>1,580.701,867.82</del>	<del>82,196.5397,126.64</del>
Sergeant B	1 yr	<del>1,549.261,834.79</del>	<del>80,561.6295,408.97</del>
Detective A		<del>1,497.141,780.02</del>	<del>77,851.1392,561.25</del>
Detective B	1 yr	<del>1,465.351,746.63</del>	<del>76,198.4690,824.91</del>
Patrol Officer A		<del>1,427.331,706.68</del>	<del>74,221.1788,747.52</del>
Patrol Officer B	1 yr	<del>1,302.401,575.42</del>	<del>67,724.6181,922.07</del>
Patrol Officer C	1 yr	<del>1,177.031,443.71</del>	<del>61,205.4375,072.86</del>
<del>Patrol Officer D</del>	<del>3-yr</del>	<del>1,131.35</del>	<del>58,830.32</del>
Humane Officer A		<del>904.311,157.19</del>	<del>47,024.2060,173.71</del>
Humane Officer B	1 yr	<del>878.031,129.57</del>	<del>45,657.3858,737.70</del>

**9.5 Shift Differential:**

A. Every officer working the 3:00 p.m. to 11:00 p.m. and the 4:00 p.m. to 12:00 a.m. shift shall receive a shift differential of four percent (4%) in their weekly salary. Every officer working the 11:00 p.m. to 7:00 a.m. shift and 12:00 a.m. to 8:00 a.m. shift shall receive a shift differential of five percent (5%) increase over their earned weekly salary.

B. Shift differential shall be paid only when actively working that shift. (Shift differential is not paid on holidays, vacation or other leave.)

**ARTICLE 10**  
**LONGEVITY**

10.1 **Eligibility and Amount:** Each employee in the bargaining unit who has or will have five (5) years but less than ten (10) years of service on June 30th of each fiscal year shall receive an annual longevity payment of seven hundred fifty (\$750) dollars. Each employee who has or will have ten (10) years of service but less than fifteen (15) years of service on June 30th of each fiscal year shall receive an annual longevity payment of eight hundred (\$800) dollars. Each employee who has or will have fifteen (15) years of service but less than twenty (20) years of service on June 30th of each fiscal year shall receive an annual longevity payment of nine hundred (\$900) dollars. Each employee who has or will have twenty (20) years or more of service on June 30th of each fiscal year shall receive an annual longevity increment of one thousand (\$1,000) dollars. Such payments are to be made on the last pay period in July of said fiscal year.

10.2 **Termination, Retirement or Death:**

A. In the event of the death of an employee who is entitled to such longevity payments, said payments shall be paid to his/her spouse. In the event the employee is not survived by a spouse, said payments of employee longevity increments are to be paid to the estate and/or children.

B. Any member who is otherwise eligible, and retires, shall receive longevity payments for the fiscal year in which he/she retires.

C. An employee who leaves the Department for other employment, or who is discharged, or otherwise released from the Department for disciplinary reasons shall not be eligible for longevity payments for the calendar year in which he/she leaves.

**ARTICLE 11**  
**EDUCATIONAL BENEFITS**

11.1 Each member of the bargaining unit with one year of service possessing an Associate's Degree shall receive a yearly allowance during the term of this contract of \$1,182.27.

11.2 Each member of the bargaining unit with one year of service possessing a B.A. or B.S. Degree shall receive a yearly allowance during the term of this contract of \$1,520.06.

11.3 Each member of the bargaining unit with one year of service possessing a Master's Degree will receive a yearly allowance during the term of this contract of \$1,857.86

11.4 Each member of the bargaining unit who has the equivalent of an Associate's Degree in credit hours will be paid as though such member had obtained the degree, but only if after attaining the required credit hours, such member continues in school in a program directed toward a Bachelor of Arts or a Bachelor of Science Degree. Such member shall be allowed to take one full semester off between the time the necessary credit hours for an Associate's Degree is achieved and the time the Bachelor of Arts or Bachelor of Science Degree is obtained, without

losing the allowance. If, however, such member takes more than one semester off during said period of time, then he or she shall no longer be entitled to receive the allowance, as of ninety (90) days after the beginning of the second semester which is taken off unless such member produces an Associate's Degree within said period of ninety (90) days, in which case the allowance will continue. If such member leaves school during any semester after having already taken one semester off, he or she shall no longer be entitled to such allowance as of ninety (90) days after such time he or she leaves school, unless such member produces an Associate's Degree, within said period of ninety (90) days. Proof of compliance with the various requirements of Section 11.4 shall be submitted to the Chief of Police. All degrees must be from an accredited school.

11.5 Any employee who has a degree verified at any time during the year shall be paid the appropriate sum of money in either December or June.

#### 11.6 Education Assistance

Eligibility - Applicants for educational assistance must have at least eighteen (18) months of continuous service at the time of application.

- a. All applicants for education assistance must be made to and approved by the Chief of Police prior to the time of registration; such approval shall not be unreasonably withheld. Applications not made in advance will be rejected.
- b. Course work for which assistance is being requested must be job related, or it must be of such a nature as to improve the employee's promotional opportunities, or it must be a requirement of a college or university degree program which is related to the employee's development as a City employee.
- c. Course work must be taken at an appropriately recognized and certified educational institution, technical school or training center within the State of Connecticut including an appropriately recognized on-line institution. Online courses shall be accepted and reimbursed. No reimbursement is available under this policy for association meetings, conventions, institutional programs, or other similar forms of extracurricular programs.

Reimbursement - The City will reimburse employees for actual allowable expenses incurred to a maximum of two thousand five hundred dollars (\$2,500.00) per fiscal year.

1. Allowable expenses include tuition, books, lab fees, registration and fees.
2. In order to be reimbursed, the employee must provide satisfactory evidence of completion of the course with a "B" or higher for undergraduate courses or a graduate course, or a marking equivalent, and proof of prior payment.

**ARTICLE 12**  
**EXTRA POLICE DUTY**

**12.1 Definition:**

**Extra Police Duty** – The term extra police duty shall be defined as duty for which the employee is paid by some party other than the City itself.

**Event** – Something that occurs in a certain place during a particular interval of time, i.e. but not limited to – Carnivals, Races, Sporting events, Festivals, Dances, Board of Education.

**Construction** – Extra duty requested on city or state roadways, for traffic, public safety, worker safety. This is normally requested by the construction company.

**12.2 Rates of Pay:**

A. All extra duty shall be paid at the rate of time and one-half the hourly rate for the rank of Lieutenant. If the individual is filling a supervisor's assignment, the rate shall be time and one-half the hourly rate for the rank of Captain. All extra duty work relating to City parking lots shall be paid at time and one half of the position being filled.

B. Payment for extra duty jobs shall be at a minimum of six (6) hours, Board of Education and Notre Dame High School jobs shall remain at four (4) hours.

C. The Chief of Police or his/her designee will determine if a marked Police Vehicle is needed for safety at any outside job. Conditions to be considered will include but are not limited to: weather conditions, lighting conditions, visibility, roadway volume, time of day, roadway speed, effect on traffic pattern, roadway restrictions at the actual job location.

If a marked Police Vehicle is authorized, a per day fee will be billed to the party hiring the officer(s) for use of the vehicle. No vehicles will be used for extra duty assignments unless approved by the Chief of Police or his/her designee.

**12.3 Access to Extra Duty Jobs:**

A. All such assignments shall be made by the Chief of Police or designated person and shall be made on an equitable rotating basis with seniority as a governing factor and the Chief shall bear the sole responsibility for this.

B. All employees desiring extra duty assignments shall make their desire known in writing to the Chief of Police or his designee, with a copy of such notice supplied to the Union. Thereafter, a list shall be drawn up on a rotating basis which will include those available for this work. When a supervisor is required for an event, such assignment shall first be offered to a Sergeant, and then to Lieutenants/Captains. If no employee of these ranks is available, the supervisor assignment shall be offered to the most senior patrol officer who shall become acting Sergeant and shall be paid at the rate of Sergeant.

C. Any employee who accepts an extra duty assignment and cancels it for any reason with less than four (4) hours' notice shall not be eligible to be called for the next extra duty assignment when his/her card comes up.

D. Any employee who books off sick from the West Haven Police Department shall not be eligible to take an extra duty job for sixteen (16) hours from the end of the shift he/she booked off sick.

#### 12.4 Manning for Extra Police Duty:

A. When three (3) or more patrol persons are assigned, one (1) supervisor (Sergeant, Lieutenant or Captain) shall be assigned. When a supervisor is required for an event, such assignment shall first be offered to a Sergeant, and then to Lieutenants/Captains. If no employee of these ranks is available, the supervisor assignment shall be offered to the most senior patrol officer who shall become acting Sergeant and shall be paid at the rate of Sergeant.

B. When twelve (12) or more patrol persons are assigned, two (2) supervisors shall be assigned. When a supervisor is required for an event, such assignment shall first be offered to a Sergeant, and then to Lieutenants/Captains. If no employee of these ranks is available, the supervisor assignment shall be offered to the most senior patrol officer who shall become acting Sergeant and shall be paid at the rate of Sergeant.

C. When fifteen (15) or more patrol persons are assigned, two (2) Sergeants and one (1) Lieutenant or Captain will be assigned, when a Lieutenant or Captain is not assigned in the above event the Senior Sergeant shall be paid the rate of Lieutenant.

#### 12.5 Surcharges:

The City will bill a surcharge to employers utilizing extra duty police officers, to cover administrative costs. The amount of the surcharge shall be determined by the City. Any small charges will be collected on the day the service is rendered by the police officers. For larger jobs, the police Special Service charges are due and payable upon receipt of the invoice. A late charge, in an amount determined by the City, will be added to any account that is over ten (10) days old. If a bill is unpaid for over forty-five (45) days the vendor will be unable to hire police Special Services until the account is paid in full and will be subject to additional collection and legal expense. Upon full payment of the account the vendor will be eligible once again to hire police Special Services but must pay for services up front for the next two (2) times. All new clients will pay on an up-front basis for the first two (2) jobs regardless of the job size.

### **ARTICLE 13** **EXTRA DUTY FOR CITY AND STAFFING**

#### 13.1 Filling Open Shifts:

A. When an opening on a shift exists, the same system of seniority shall exist. (The senior man is to be called first). All persons must be called or asked according to their seniority.



If after calling by phone or asking each person, according to his/her seniority, and the job or jobs cannot be filled, then the person with least amount of seniority must work the next shift, paid at the rate of time and one-half.

B. Any officer who works sixteen (16) consecutive hours for the City may be allowed to leave after fifteen (15) hours, if in the determination of the Shift Commander it is not busy.

C. No officers shall be allowed to work in excess of eighteen (18) hours during any twenty-four (24) hour period with the exception being any job in which the officer may be held over, due to circumstances beyond his/her control. It shall be the responsibility of each officer to notify the hiring authority of any violation of the eighteen (18) hour rule. An officer who fails to provide the notification required by this subsection shall be removed from the rotation for a period of three (3) days after the first violation, five (5) days after the second violation, and thirty (30) days after the third violation.

D. When there is overtime available for a Humane Officer, the available overtime shall be distributed using the current hiring system.

### 13.2 Minimum Staffing:

A. A full complement of officers shall be 10 patrol beats on the 4:00 p.m. to 12:00 a.m./3:00 p.m. to 11:00p.m. shift, 9 patrol beats on the 12:00 a.m. to 8:00 a.m./11:00 p.m. to 7:00 a.m. shift and 10 patrol beats on the 8:00 a.m. to 4:00 p.m./7:00 a.m. to 3:00 p.m. shift.

B. There will be a minimum of one (1) Detective Investigator and one (1) supervisor of Detectives working on the 4:00 p.m. to 12:00 a.m. shift.

C. There will be a minimum of two (2) Detective Investigators and one (1) supervisor of Detectives working on the 8:00 a.m. to 4:00 p.m. shift. A Detective Investigator for the purposes of this section is any Detective working the 8:00 a.m. to 4:00 p.m. shift.

D. One (1) uniformed Communications Sergeant and one (1) uniformed street Sergeant will work per shift at all times. The Communications Sergeant may be assigned by the Shift Commander to work as a second Street Sergeant, but at all times, there will be either a Shift Commander or a Communications Sergeant in the station.

E. Effective July 1, 2002, there shall be a single rank of Lieutenant. Lieutenants may serve as shift commanders. Captains can only cover the job of Shift Commander on an overtime basis. The one 8:00 a.m. to 4:00 p.m. opening in the current job schedule for Shift Commander which occurs on Sunday shall be offered first to the Captains. If no Captains are available to cover this job, it will then be offered to Lieutenants. All other Shift Commander overtime will be offered to Lieutenants first. If no Lieutenants are available, it will then be offered to the Captains.

F. Captains: Captains will predominantly work Monday through Friday, 8:00 a.m. to 4:00 p.m., but the Chief may assign the Captains of the Uniform Services Division and the Investigative Services Division to work other hours on occasion as necessary to maintain the good

order of their divisions. The Chief may reassign a Captain from one division to another. It is anticipated that division assignments for Captains shall be rotated periodically. The City will provide each Captain with a Departmental approved communication device (Nextel or similar) for use in connection with police business.

G. The Chief may assign a patrol officer to perform investigative assignments. Any such patrol officer so assigned shall be paid at the rate of pay they currently receive, during the time that he or she is holding such temporary assignment. Such temporary assignment shall not exceed a period of twelve months. No incumbent Detective shall be removed as a result of any such special assignment. This temporary assignment is not a promotion and shall not be interpreted as such.

H. The provisions of the manpower clause notwithstanding, up to three (3) officers sent to school need not be replaced. In addition, the City shall not be required to replace an officer who is attending a training session of less than four (4) hours within the City limits; this exception shall not be used for more than three (3) officers who are on patrol.

### 13.3 Payment for Extra Shift Work:

A. In order to receive the time and one-half rate for extra shift work, and extra police duty as defined in Section 12.1 the officer must have worked the full forty (40) hour work week during the week that the extra shift occurred. In the event of a recognized holiday or vacation, it will be considered as eight (8) working hours toward the full forty (40) hour week.

B. In order to receive the time and one-half rate for extra police duty as defined in Section 12.1, the officer must have worked the full forty (40) hour work week during that week that the extra police duty occurred. In the event that an officer takes Sick Leave as defined in Section 15.1, forty-eight (48) hours prior to or after working the extra police duty, it will be considered as eight (8) working hours toward the full forty (40) hour week. An approved holiday, vacation, personal or compensatory day will be considered as eight (8) working hours toward the full forty (40) hour week.

### 13.4 Shift Selection:

All employees shall be required to bid within the time limits established herein.

A copy of the upcoming pick sheet for bidding shall be distributed with employee paychecks prior to the fourth week preceding the start of the cycle. The bidding shall be done starting in the fourth week prior to the start of the fifty-six day cycle. If an employee is on duty and it is his/her turn to pick, the employee must pick prior to the end of the tour of duty. If an employee is on his/her regularly scheduled day off when it is his/her turn to pick, the employee must pick not later than the start of the first shift on which he/she is regularly scheduled to work following the day(s) off. If an employee is on vacation or absent due to illness or injury, the employee may call the hiring authority or, in his/her absence, the desk sergeant, to pick or may give a written proxy to the hiring authority.

Once the bidding has been completed, there shall be no rebids. An employee who does not bid at the designated time for bidding waives his/her right to bid for that cycle. An employee who does not bid shall be placed on an opening on the swing schedule; if there is more than one, it shall be done in seniority order.

**13.5 Rebidding of Shifts Due to Reassignments:** If an officer is reassigned after the date on which shifts are selected, and the majority of the bidding period remains, the officers junior to the officer reassigned shall rebid. No rebid shall be required if officers are not affected by the reassignment.

### **13.6 Compensatory Time**

In lieu of cash payment for overtime, compensatory time at time and one-half may be given for the following assignments:

- a) SWAT training;
- b) night work by the Crime Prevention Officer after eight (8) hours of work, or after four (4) hours of work on a Saturday or Sunday;
- c) attendance at staff meetings by commanding officers;
- d) demonstrations by K-9 officers;
- e) attendance by the DARE Officer(s) at graduations or presentations;
- f) other assignments as mutually agreed by the Chief and the Union;
- g) Regularly scheduled officers working the midnight shift on the day of the time change to Eastern Standard Time in the fall of each year, shall receive one (1) hour of compensatory time.

Attendance at these assignments is voluntary. No compensatory time may be given for work required by the City.

The maximum amount of compensatory time which an officer may accumulate is forty (40) hours. The City may, at any time, at its option, eliminate all or a portion of any compensatory time balances by making payment to the officer(s) at his/her regular hourly rate of pay.

Compensatory time may be used as follows:

1. A full shift of compensatory time may be used in any situation where the City may grant the time off without having to hire overtime. If a compensatory day is approved-anticipating that a scheduled extra officer will replace the officer on a

compensatory day and another employee subsequently takes the day off, the approval of the compensatory day shall not be withdrawn

2. Up to four (4) hours of compensatory time may be used any time during a shift, in which case the City shall not be required to replace the officer.
3. Use of compensatory time is subject to approval of the Shift Commander based on staffing requirements.
4. Since compensatory time is not granted unless there is no overtime cost to the City, approval of compensatory time shall not normally be granted more than seventy-two (72) hours in advance of the time off requested.
5. An officer may not take compensatory time in order to work overtime/extra duty.
6. An officer shall be informed at the start of his shift, or at the time of the request if made during a shift, whether he may use compensatory time with the understanding that the decision may be rescinded later if an emergency occurs.

#### **ARTICLE 14** **HOLIDAYS**

14.1 The following holidays shall be paid for whether worked or not:

New Year's Day	Labor Day
Martin Luther King's Birthday	Veterans' Day
Washington's Birthday	Columbus Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	Employee's Birthday

For employees hired on or after July 1, 2015, holidays will be paid at the end of the quarter for holidays that fall within the quarter.

14.2 When a holiday falls on Sunday and is celebrated on a Monday, then the Monday shall be considered the holiday. When a holiday falls on Saturday and is celebrated on the preceding Friday, then, Friday shall be considered the holiday. Christmas, New Year's, and Independence Day will be celebrated on the actual day. In the event for any reason whatsoever, a holiday is created by order of the President of the United States or the Governor of the State of Connecticut such holiday shall be awarded to each member of the bargaining unit. If the member is required to work on the day that is designated as a holiday, he/she shall be compensated for the holiday by eight hours pay or holiday time off at the discretion of the employee. Such day shall be treated as all other holidays that are specified with this document.

14.3 An employee who is required to work on the above enumerated holidays shall receive regular rate of pay for the hours so worked. He shall be compensated for the holiday by eight (8) hours holiday pay or holiday time off at the discretion of the employee.

14.4 It is expressly understood and agreed between the parties to this contract that the holiday known as Washington's Birthday, Memorial Day and Columbus Day are now celebrated on the Mondays specified in Section 1-4 of the Connecticut General Statutes and those days shall be the holidays for the purpose of this Article rather than the traditional dates previously celebrated. If by statute any said holiday listed above is to be celebrated on a day other than the day on which said holiday normally fell then, and in such event, the day so specified by statute shall be the holiday for the purpose of this Article rather than the traditional dates previously celebrated.

14.5 All holidays must be used or cashed in at anytime during the fiscal year. Under no circumstances can they be carried over to the next year. If the officer works on said holidays, he shall be awarded one (1) holiday day off for each holiday so worked. Anyone wishing to work an extra beat job on Thanksgiving Eve, Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve and New Year's Day will be working as bonus job, on all shifts. The City's scheduled fireworks detail will also be considered a bonus job.

14.6 Scheduling:

A. Holiday(s) may be taken at the discretion of the employee subject to the present practice of permitting no more than one (1) Shift Commander, one (1) Sergeant in the manpower clause and up to six (6) patrol persons in the manpower clause to be granted this privilege per shift subject to the provision that the number of Patrol Persons in the manpower clause who may be off on personal leave, holidays and vacations shall not exceed, in the aggregate, six (6) per shift (Appendix C). However, the Chief of Police, in his discretion, may grant additional personnel holiday time. No more than two (2) Detective Investigators on the 8:00 a.m. to 4:00 p.m. shift shall take holiday leave at one time and no more than one (1) Detective Investigator of the 4:00 p.m. to 12:00 a.m. shift shall take holiday leave at any one time. However, the Chief of Police, in his discretion, may grant additional personnel holiday time.

B. No holiday shall be granted to an employee on an enumerated holiday or the eve of said holiday if said position(s) cannot be filled without ordering another officer to "double though".

C. These provisions are also subject to a three (3) day advanced notice request to the Chief of Police or his designated authority. The three (3) day advanced notice requested can be waived by the Chief of Police. The three (3) day advance notice request to the Chief of Police or his designated authority is waived for the swing men.

14.7 Any employee who books off sick the day before or the day after a holiday or compensatory day or before or after an enumerated holiday as outlined in 14.1 taken shall lose one compensatory day from his/her accumulation. If no compensatory days can be deducted, said employee shall lose one holiday. If neither holiday nor compensatory day is accrued, the

employee shall forfeit one day's pay. When a holiday is forfeited, the employee shall not lose more than one (1) days accumulation, under any circumstances, or one day's pay, if no accumulation. However, any employee who books off "injured" whether compensable or not shall not forfeit a holiday or compensatory day or pay and each employee shall furnish to the Department a doctor's excuse relating to said injury in that event.

14.8 No Holiday pay shall be paid to an employee who is out on suspension. If the suspension is overturned through the grievance procedure, the holiday will be restored.

## **ARTICLE 15** **SICK LEAVE**

### **15.1 Definition and Use:**

A. Sick Leave defined: an absence from work for the following reasons during which an employee shall be compensated at his regular rate of pay.

1. Illness or injury to the employee not arising out of or during the performance of duty.
2. When the employee is required to undergo medical, optical, or dental treatment, and only when this cannot be scheduled on off-duty hours.
3. Illness, incapacity, or injury to the employee's spouse, child, or parent requiring the employee's personal attendance.

B. If any police officer leaves duty sick, for more than four (4) hours, he/she shall be charged the full amount of sick time i.e.: 5, 6, 7 hours.

C. When an officer leaves duty sick any time within the last four (4) hours of his/her tour of duty, he/she will be charged sick time. A replacement is not required under these circumstances.

D. If the officer is leaving duty sick for any time more than four (4) hours, a replacement will be hired.

### **15.2 Accrual, Maximum Accumulation, Retirement and Death:**

A. Employees shall be entitled to fifteen (15) days of sick leave per fiscal year. Any employee hired during a fiscal year shall have sick time computed at one and one-quarter (1 ¼) days per month until July 1<sup>st</sup> of the said year.

B. Unused sick leave as accrued may be accumulated up to one hundred fifty (150) days. For employees hired on or after July 1, 2015, unused sick leave as accrued may be accumulated up to one hundred twenty (120) days.

C. Up to one hundred twenty (120) days of accumulated sick leave may be credited toward early retirement, or the employee shall receive one day of pay for each day of accumulated sick leave up to a maximum of one hundred twenty (120) days. For employees hired on or after July 1, 2015, the employee shall receive one day of pay for each day of accumulated sick leave up to a maximum of ninety (90) days on retirement.

D. Upon death of an employee, the amount of sick leave due to such employee shall be payable to his/her designated beneficiary at his/her going rate of pay.

15.3 Advance of Sick Leave: An employee who has exhausted his/her sick leave in any one year may request in writing, an advance of future sick days. Such employee shall be allowed to borrow, subject to the approval of the Board of Police Commissioners, an additional fifteen (15) days sick leave time. Such approved time shall be charged to the following year's sick leave. Upon his/her return to active duty, all earned sick leave credit shall be applied to his/her borrowed leave until repaid. Should for any reason an employee be terminated before the borrowed time is repaid, the days owed will be deducted from any moneys owed to said individual upon his/her termination of employment.

15.4 Sick Pool:

A sick pool shall be established by all members, with said members contributing one (1) sick day per year to said pool with a cap of two thousand four hundred (2,400) hours or three hundred (300) days. Members shall qualify for said pool after all holidays, vacation, sick time and sick time extensions have been exhausted. Said pool is to be utilized by officers with a legitimate extraordinary illness or injury which is not covered by workers' compensation or by the City.

The sick leave pool will be administered by a Sick Pool Committee of two (2) Union representatives and two management representatives. In the event of an impasse, the current Director of Personnel and Labor Relations will be the tiebreaker. An employee seeking access to the sick pool must submit a written request to the Committee, together with appropriate documentation of the illness or injury. In deciding whether to grant sick pool benefits and the extent of such benefits, the Committee shall consider such factors as:

- The nature and anticipated duration of the illness-or-injury.
- The employee's length of service with the Department.
- The employee's attendance record.

Sick pool benefits may only be granted upon a majority vote of the Committee.

The Committee's decision on whether to grant, in whole or in part, or to deny sick pool benefits shall not be subject to the grievance and arbitration provisions of this Agreement.

**ARTICLE 16**  
**OTHER LEAVES**

**16.1 Union Business Leave:**

A. The City shall pay up to three hundred fifty (350) hours per year to members of the Union Executive Board and/or elected delegates to allow them to attend board or council meetings, conferences or conventions, or any other official union meetings. The President of the Union shall be allowed Union time to attend functions in his capacity as Union President. Total Union time shall not exceed three hundred fifty (350) hours as set forth in this Section. The Union shall notify the City at least one week in advance, when possible, of the need for invoking this provision and shall notify the City as to the names of the employees involved and the duration of the absence. The Union agrees that no more than three (3) employees shall be absent for these purposes at the same time. The City agrees that the above does not apply to time lost in bargaining, grievance or hearing sessions. An employee may not work overtime on the regularly scheduled shift on which he/she is scheduled to work and is on union leave time.

B. The number of Union people to attend arbitration hearings shall be two (2) Union representatives, plus the President.

**16.2 Funeral Leave:**

A. In the event of a death of an employee's parent, spouse, brother, sister, child, stepchild, stepfather and stepmother, an employee shall be granted up to five (5) days' pay in accordance with the following provisions. In the event of a death of an employee's current mother-in-law, current father-in-law, current brother-in-law, current sister-in-law, grandmother, grandfather or grandchild, Aunt or Uncle an employee shall be granted up to three (3) days' pay in accordance with the following provisions.

B. For any person domiciled in the officer's household other than the above, participation of the employee shall warrant two (2) days paid absence.

C. Members shall not be paid for any days that are their regular days off that occur between the date of death and the burial.

**16.3 Workers' Compensation:**

A. An employee who shall become disabled in the line of duty or is unable to work because of illness incident to his/her police duty, shall receive full pay for the duration of such illness or disability or until he or she becomes eligible for retirement, or for a maximum of eighteen (18) months whichever comes first. This section applies to those officers who file State Compensation Forms within seven (7) days of the injury. If the Compensation Commissioner rules against an officer, said officer shall compensate the City for designated time, i.e. holiday, sick time, vacation and wages. Should the employer file a disclaimer within the time limits prescribed by the Workers Compensation Statute, then said injured employee must request a hearing before



the Workers' Compensation Commissioner within thirty (30) days following receipt of the disclaimer in order to continue to receive the benefits specified in this section. If a determination of compensability is not made during this eighteen (18) month period by the Workers' Compensation Commissioner, the officer's injured status will automatically revert to sick status and the appropriate sick, vacation, holiday, and personal time will be forfeited from the officer. If the Workers' Compensation Commissioner, at a formal hearing rules the injury compensable, the officer (if active) will be made whole.

B. If an employee loses time because of an injury sustained in the line of duty for which he or she is entitled to compensation under the Workers' Compensation Act, he or she shall receive benefits equal to normal full pay for the period of disability, with the City making up the difference in the amount of such compensation received and the normal amount of the weekly pay, for up to eighteen (18) months. He or she shall receive the amount of pay per week as prescribed by the Workers' Compensation Act after eighteen (18) months.

C. All sick or injured employees are prohibited from working during their last normal scheduled working hours. Any violator of this section shall be subject to discipline, up to and including termination. If the injured employee is working another job he is capable of doing during hours other than his scheduled hours, he must notify the Chief of said other job and present a note from his Doctor stating that the other job would not affect his injury. Upon receipt of said Doctor's note, the City shall have the right to have said injured employee examined by the City Doctor.

D. Whenever an employee suffers an injury for which workers' compensation is claimed, the City shall investigate whether there is work available temporarily for the employee during the period of the employee's rehabilitation. A "Temporary work assignment" will not be for more than six (6) months. It is understood that a temporary work assignment is provided as a precursor to returning to full duty status. There is no permanent light duty status. The current job description for the position held by the employee, and any other information concerning the essential functions of the job, will be forwarded to the employee's treating physician and the City's workers' compensation carrier. The physician will indicate which of the essential functions of the job the employee is and is not capable of performing, as well as any medical restrictions on the employee, so that the City can analyze whether alternative work assignments are available. The Chief of Police and the City's Risk Manager will review alternative work assignments that may be available for the employee.

If there is a suitable temporary assignment available, the employee will be asked to return to work. It is understood that employees have an obligation to accept suitable alternative work under the Workers' Compensation Act.

A temporary work assignment may not be available for the entire period of an employee's temporary disability. If the temporary assignment ends, the employee will be notified and will no longer be required to report to that assignment. An employee with a non-service connected injury is eligible for a temporary work assignment under this Section.

Assignments under this Section shall be distributed on a first-come, first-served basis. If two officers are eligible at the same time, then the officer out of work the longest shall be offered the job. In all cases, priority shall be given to officers with work related injuries.

E. Any employee sustaining a work related injury or disability as provided in this Article must use a health care provider in the City of West Haven's workers' compensation preferred provider network, as such may be modified from time to time by the Plan Administrator and approved by the Workers' Compensation Commissioner.

#### 16.4 Military Leave:

Leave for time spent in any of the Armed Forces or for time spent in the National Guard, shall be considered as time accruing toward years of service with the Police Department.

#### 16.5 Personal Leave:

A. Each employee with five (5) years or more of service with the Department shall be entitled to five (5) personal days per fiscal year at his/her discretion, (with at least eight (8) hours notice), except that they may not be taken on any designated holiday. Personal days may be taken at the discretion of the employee subject to the permitting of no more than one (1) Shift Commander, one (1) Sergeant in the manpower clause, one (1) Detective Investigator, and one (1) Patrol Person in the manpower clause to be granted this privilege per shift (subject to Appendix C). However, the Chief of Police, in his discretion, may grant additional personnel to take a personal day.

B. Seniority shall prevail on all personal days. The officer may request said personal day sixteen (16) hours in advance, but can be bumped by a senior officer up to eight (8)-hours prior to the start of said shift.

C. All personal days must be used or cashed in at any time during the fiscal year. Under no circumstances can they be carried over to the next year.

### **ARTICLE 17** **WORK WEEK**

17.1 The standard work week shall be forty (40) hours per week.

17.2 Any officer who is required to work over-eight (8) hours in one-working day, or who works in excess of the normal forty (40) hours in any week, will be paid for those hours worked in excess at the rate of time and one half of regular rate for all such hours. The term "regular rate" as used in this contract shall be the hourly rate agreed upon and incorporated in this contract. The working day shall be defined as a minimum of fifteen (15) hours time off before the next scheduled shift unless the officer voluntarily waives these rights. (Voluntary waiving of rights means picking the beats only.)

17.3 Any officer scheduled to work an extra job for the City, or otherwise, and reports to headquarters ready for duty and said job is canceled, shall receive a minimum of five (5) hours of work. For outside work, he/she shall receive four (4) hours pay.

17.4 Each officer will receive two (2) consecutive days off per week unless officer voluntarily waives the right. (Voluntary waiving of rights means picking beats only.)

17.5 Any officer required to work fifteen (15) minutes or more will be paid the next hourly rate.

17.6 All police personnel will take no lunch periods the last two (2) hours of any shift. All police personnel will be allowed to take their lunch periods at home, provided that said police personnel reside within the City of West Haven, with the exception of an officer assigned to a bicycle.

## **ARTICLE 18** **PROMOTIONS**

### **18.1 Examinations:**

A. Examinations for promotion to the rank of Sergeant, Lieutenant and Captain shall be conducted at least every two (2) years. Promotional exams which shall consist of oral and written exams shall be conducted by a mutually agreed upon firm or agency and shall be valid for a two (2) year period as specified in Section 18.3 unless all eligible candidates are promoted prior to the expiration date. The firm or agency conducting said examinations shall be determined at least eight (8) months prior to the exam date.

Should a vacancy(ies) arise after the regular list of eligible candidates is exhausted, or when there is no list for some other reason, a special examination shall be given. The special examination shall be given by the testing firm or agency that gave the last regularly scheduled examination. Such examination shall be given as soon as practicable following the date on which the vacancy arises, and in no event more than ninety (90) days following the date on which the vacancy arises. The special examination list shall expire on the April 30 prior to the new list resulting from the next regularly scheduled examination.

Applicants shall be eligible to take the special examination if they met the time-in-grade requirements as of the April 30 cut-off date for the last regularly scheduled examination. Seniority points shall also be determined as of that date.

B. All appointments will be made in order from those ranking number one on the exam.

C. Promotional exams shall consist of two elements, a written examination and the Assessment Center Examination Process or oral board as determined by the City and announced eight (8) months prior to the exam date. Each officer must attain a mark of at least the same percentage as is required to pass the written examination for entry level officers, to pass the written portion of the examination. All written examinations and Assessment Center Examinations or oral board shall be held off-site of the West Haven Police Department.

D. For the Sergeant's examination, the written examination shall be worth fifty percent (50%) of the grade and the Assessment Center Examination or oral board shall be worth fifty (50%) of the grade before seniority points are added.

For the Lieutenant's and Captain's examinations, the written examination shall be worth fifty percent (50%) of the grade and the Assessment Center Examination or oral board shall be worth fifty percent (50%) of the grade before seniority points are added.

E. **Detective/Detective Sergeant Assignment**

When an opening exists in the Detective Bureau for a Detective and/or a Detective Sergeant, the process for selecting a Patrol Officer or Sergeant to fill the spot is as follows:

The Chief of Police will solicit input from his/her senior staff. The senior staff will provide a list of 3-5 candidates and rank them in order. From these individual's lists, a master list of the three (3) candidates is submitted by the Chief to the Board of Police Commissioners for review. The board will select one of the three candidates submitted from the master list.

**18.2 Eligibility:**

A. A patrol officer will be eligible to take the exam for the rank of Sergeant upon obtaining Grade "A" status. No Sergeant shall be deemed qualified to take the exam for Lieutenant until the Sergeant has completed three (3) years as Sergeant. No Lieutenant shall be deemed qualified to take the exam for Captain until the Lieutenant has completed three (3) years as Lieutenant.

B. Officers to be promoted to the position of Sergeant and above are strongly encouraged to hold an Associate's Degree, and preferably a Bachelor's Degree.

All police officers hired by the Department after September 1, 2005 do not need an Associate's degree to reach Grade "A" status. Officers hired after September 1, 2005, however, must have an Associate's degree in order to be promoted to Sergeant and above. The Department will accept an officer's E-4 rank in lieu of an Associate's degree in order to make Sergeant. An officer hired after September 1, 2005 with an E-4 rank, needs an Associate's degree in order to be promoted to Lieutenant and above.

**18.3 Effective Dates of Lists:** No promotional list shall be made effective prior to the expiration of an existing list. Beginning in 1995 and every two (2) years thereafter, the promotional list shall become effective May 1, and be valid for a two year period ending on April 30 subject to vendor availability, regardless of when the exam is given or the list is certified. Applicants will be eligible to take the exam if they have or will have, their time-in-grade by April 30. Seniority points will be computed for years of service completed on April 30.

**18.4 Results:** All results are to be posted within thirty (30) days following the completion of all phases of the examination. If there is a current list, a promotion caused by a vacancy shall be filled from the existing current list within thirty (30) days. If there is no current list, a promotion

caused by a vacancy shall be filled within thirty (30) days from the date of the posting of the results of the special examination.

**ARTICLE 19**  
**HEALTH AND LIFE INSURANCE BENEFITS**

**19.1 Health Benefits for Active Employees:**

A. Effective January 1, 2020, the City will provide to eligible employees the State Partnership Plan 2.0 (the "SPP"). If an employee (or spouse or dependent(s)) does not comply with the wellness provisions/requirement of the SPP, known as the Health Enhancement Plan ("HEP"), the employee will be responsible for penalties issued for non-compliance in accordance with the SPP. In the event the City leaves the SPP, the City agrees that the starting point for negotiations with the Union shall be the Anthem PPO plan in effect as of November 1, 2019.

Effective upon ratification, employees shall contribute 15% of the premium cost. Effective July 1, 2020, employees shall contribute 15% of the premium cost. Effective July 1, 2021, employees shall contribute 16% of the premium cost. Effective July 1, 2022, employees shall contribute 16% of the premium cost. All employee contributions shall be under a Section 125 Premium Only Plan. The following health benefit plans for eligible employees and, unless otherwise provided, for their eligible dependents (which shall include an eligible employees spouse and unmarried dependents up to age 26, so long as required by law, otherwise to age 25).

B. Dental benefits comparable to the former Blue Cross Full Service Dental Plan with Riders A, B, C and D.

C. Vision care benefits for the employee only, comparable to the former Blue Cross Vision Care Rider.

**19.2 Life Insurance:**

For active employees, the City shall pay the full cost of the life insurance program of one hundred thousand dollars (\$100,000) for all present members of the Department.

**19.3 Change of Carriers:**

The City shall have the right to change insurance carriers or to self-insure provided that employee benefits are equal to or better than the benefits the employee now has in place.

**19.4 Medicare Deductions**

The City will deduct (withhold) Medicare tax from employees.

**19.5 Insurance opt-out**

The City shall provide a payment in lieu of health benefits for employees that waive such coverage, in the amount of four thousand dollars (\$4000) per year, payable to the employee in two installments. The first payment shall be made six (6) months following the employee's waiver. Employees not currently (as of January 31, 2013) receiving an insurance waiver payment may not receive an insurance waiver payment if they receive coverage under any City or Board of Education plan.

**ARTICLE 20**  
**MATERNITY AND FAMILY LEAVE**

20.1 A female employee who becomes pregnant shall, as early as her condition is known, submit a written statement from her physician indicating her present physical condition, the expected childbirth date, and any limitations which may affect her ability to continue in her normal employment whether currently or in subsequent months.

20.2 Disability caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery therefrom, shall be treated as temporary disability for all job related purposes.

20.3 The date for leaving work shall be determined by the City, after review and after consultation with the officer, unless the officer's physician has determined that for medical reasons the officer must leave work on a date earlier than set by the City.

20.4 The City shall make a reasonable effort to transfer a pregnant officer to a suitable temporary position within the Police Department. The City shall have the sole discretion to determine if such assignment is available. An officer shall be granted maternity leave and be eligible to use any accrued paid leave to the officer's credit for that period of time that the individual's doctor or the City certify that the officer is medically incapable of performing the duties of the position.

20.5 There shall be no loss of seniority during said leave. Such officer shall have up to ninety (90) days from the date of the birth of the child to return to work. Upon signifying the officer's intent to return to normal duties, such officer shall be reinstated with equivalent pay, accumulated seniority, retirement credit and fringe benefits. In the event that the officer needs additional time, she shall submit an additional request to the Board of Police Commissioners.

20.6 An employee who becomes sick or disabled due to pregnancy or childbirth shall be entitled to leave in accordance with applicable state and federal statutes. An employee shall not be obligated to use vacation or other personal leave time in order to be granted a maternity leave. Employees shall not be precluded from using accrued vacation, personal time or sick time to extend periods of childbearing leave.

20.7 During the period of maternity leave, the City shall provide employee benefits seniority, insurances and pensions. The City does not have to grant additional sick time, holidays, vacations, and personal days during the leave.

20.8 A male employee shall be entitled to use up to twenty (20) accrued sick days for the birth or adoption of his child. Such employee shall also be entitled to unpaid leave in accordance with the Family and Medical Leave Act.

20.9 Employees may be granted a leave of absence when adopting a child.

20.10 This Article will not be precedent for light duty.

## **ARTICLE 21** **CLOTHING ALLOWANCE**

### **21.1 Clothing and Accessory Allowances:**

A. Each regular member of the Police Department shall be granted a clothing allowance of one thousand and sixty-four dollars (\$1,064) for the fiscal year. Each member shall have the option of receiving a check for said amount issued on the first payday in July or remaining on the present voucher system. A written request to receive a check must be sent to the Chief of Police, on or before June 1<sup>st</sup> of each year.

B. A one hundred (\$100) dollar payment (separate check) will be paid to each officer on the first payday in July, to use for clothing and/or cleaning expenses.

C. Each member of the Department shall receive one hundred dollars (\$100) on the first payday in July, to be used for accessories, i.e., briefcases, clip boards, etc.

### **21.2 Equipment:**

A. Police equipment shall be furnished to each sworn member of the Police Department as necessary to fulfill their job assignment within the agency. The City shall furnish each employee such equipment as it customarily furnished, and whenever reasonable possible shall furnish such additional equipment as is necessary to promote safety and welfare of the department members as well as aid in the efficient performance of their duties.

B. All issued equipment including bullet proof vests and duty weapons shall be returned upon separation from the department. Failure to return equipment upon separation will be cause to withhold any moneys owed.

21.3 Voucher System:

The voucher system in effect prior to the implementation of the 1996 contract shall remain in effect except that there shall be at least one catalogue company added as a source for purchases. Catalogue orders shall be processed through the designated office of the Police Department. Orders shall be sent to the catalogue company once a month.

21.4 Uniform Specifications:

If there is a change in uniform specifications, the Department shall confer with the Union concerning an appropriate wear-out period for prior purchases.

**ARTICLE 22**  
**GENERAL PROVISIONS**

22.1 All side letters, memoranda of agreement, amendments and other written or oral agreements or assurances not expressly contained in this Agreement shall be invalid as of the effective date of this Agreement, with the exception of those which have continuing application, per the attached.

22.2 The City agrees to furnish to the Union an up-to-date seniority list for the bargaining unit, together with the classification and rates of pay for each employee on this list.

22.3 No employee covered by this Agreement shall be regularly required to perform any function normally done by another City Department or agency or by a private concern except in emergency situations.

22.4 The City agrees to recognize and meet with any accredited Representative of the Union, who is described in Article 2, Section 2.1.

22.5 The City and Union agree to a residency provision. Said provision allows personnel to reside outside the limits of West Haven in the State of Connecticut within a twenty (20) mile radius from the West Haven border.

**ARTICLE 23**  
**NO STRIKE OR LOCKOUT**

23.1 During the course of this Agreement there shall be no strike, slowdown, suspension or stoppage of work in any part of the City's operation authorized by the Union, nor shall there be any lockout by the City in any part of the City's operation.



**ARTICLE 24**  
**PENSIONS AND RETIREE INSURANCE**

**24.1 Pension Plan:**

A. The Pension Plan restatement of January 1, 1999, as negotiated and updated from time to time by the City and the Union shall govern all retirement benefits and pension matters for current full-time, permanent uniformed and investigatory employees of the West Haven Police Department. Retirement benefits and pension matters for individuals who are already retired shall be governed by the policies and procedures in effect at the time of their retirement. Any employee hired after November 1, 2009 will be enrolled into the City of West Haven's 401k plan, not the pension plan mentioned above. The City will provide disability insurance to members hired after November 1, 2009.

**24.2 Retiree Health Insurance:**

A. The City agrees to pay the full cost for the Medicare over 65 plan effective July 1, 1985, for those members retiring after said date, or equivalent. Retirees hired on or after January 27, 2020, shall pay 25% premium contribution percentage toward the cost of the plan and 50% for the spouse/dependent for the cost of the plan, for both pre-age 65 retirees and post-age 65 retirees. Retirees who are hired on or after November 1, 2009, must have 20 years of service to be eligible to receive the retiree medical benefits outlined in Section 24.2

B. 1) The City shall provide an employee who actually retires after this Agreement is ratified the Anthem PPO Plan (or a plan that is equal to or better as set forth in Section 19.4) until the retiree turns age 65. The Anthem PPO plan design is subject to change as determined by Anthem in its discretion. The City shall pay the cost of coverage for the retiree and his/her eligible dependents.

2) Pre-age 65 retirees hired prior to the union ratification vote on January 27, 2020 will pay the same premium share as active employees, which may increase as it increases for active employees as negotiated between the City and the Union, provided that pre-age 65 retirees will not pay more than twenty percent (20%) in premium cost share. Employees hired prior to the union ratification vote on January 27, 2020, will receive a side letter from the City confirming the 20% cap on pre-age 65 retiree medical premium share.

C. A retiree who is eligible for paid medical coverage from another source shall not be eligible for this benefit, provided that the coverage from the other source is substantially equivalent to that provided by the City. A retiree who loses his/her eligibility for paid medical coverage from another source shall be allowed to reenroll in the City's plan for retirees. Whether the other coverage is substantially equivalent shall be determined by a joint committee of the City and the Union. If the City and the Union disagree on whether the coverage is substantially equivalent, the dispute shall be submitted to a consultant selected by mutual agreement of the parties.

D. The City shall pay the full cost of Supplement 65 insurance for those members who qualify for Social Security.

E. For any employee hired on or after July 1, 1993, upon retirement, the retiree shall pay any contribution toward health and/or life insurance which is required of active employees.

**24.3 Retiree Life Insurance:**

For employees who retire from the Department, the City shall pay the full cost of the life insurance program of ten thousand dollars (\$10,000) upon retirement.

**24.4 Deferred Compensation Program:**

A. The City has established a deferred compensation program for employees in accordance with Conn. Gen. Stat. § 7-464(a), which program meets the requirements of Section 457 of the Internal Revenue Code. The program provides the opportunity for payroll deduction of voluntary contributions by employees, with pre-tax dollars, subject to the limitations set forth in Section 457 of the Code and related Regulations.

B. The deferred compensation plan shall be administered by a third party who is properly licensed and qualified. Said third party must also be insured or bonded. The selection of the third party shall be done by a joint committee, comprised of two representatives of the City and two representatives of the Union.

**ARTICLE 25  
MOTORCYCLE**

25.1 The City and the Union agree that if the City feels it is necessary to employ the use of a motorcycle in full time police duty, the selection of the operator of said vehicle shall be by seniority from an eligibility list to be maintained by the City. In order to be on this eligibility list an officer must have a valid Connecticut Motorcycle License. If chosen an Officer must satisfactorily complete a Motorcycle Training Course.

**ARTICLE 26  
HUMANE OFFICER**

26.1 All provisions of the collective bargaining agreement shall apply to the Humane Officer with the exception of Sections 5.2, 5.3, 5.4, 5.5, 5.6, , 8.9, 9.5, 12.1 through 12.5, 13.2, 13.4, 13.5, 18.1 through 18.4, 25.1, 27.1, 29, and any other article or section which, by its terms, is clearly applicable only to Post Certified Officers.

26.2 The Humane Officer shall work a forty (40) hour work week. The hours of work will be 8:00 a.m. to 4:00 p.m. The work schedule for the Humane Officer shall normally provide for two consecutive days off based on seniority, subject to change by mutual agreement between the employee and the Chief or his designee.

26.3 There shall be a three (3) hour minimum for Animal Control Officers who are called in to perform their regular Animal Control duties.

**ARTICLE 27**  
**K-9 SQUAD**

27.1 The City and Union agree to the formation of a K-9 Squad with the following provisions:

- a. Canine to be owned by the City of West Haven.
- b. City to pay for canine food and veterinary cost. City must approve vet costs in advance for retired canine which exceed \$500, per fiscal year.
- c. City to pay for schooling required for state certification;
- d. City will provide insurance for canine.
- e. City will provide a specially equipped car for duty.
- f. Officer will be paid time and one-half if called to work when off duty.
- g. Must be able to pass State qualification test and be recommended by State Board.
- h. A Canine Officer may not pick the bicycle patrol or Beat 40. However, a Canine Officer may work Beat 40 as relief or as overtime. A Canine Officer working Beat 40 will still respond to a call for a Canine Officer.
- i. The City will allow the Canine Officer to leave his shift one (1) hour early on his regularly scheduled workdays in order to care for the animal. Normally, a Canine Officer shall take this hour at the start or end of his regular shift based on the concurrence of the Canine Officer and the Shift Commander. In addition, the City will pay each Canine Officer two (2) hours of regular pay per week at straight time for time spent off-duty in caring for the animal.

**Criteria for Canine Handler**

- a. Patrol person or Patrol Sergeant.
- b. Willing to have canine live in home.
- c. No family allergies connected to animals.
- d. Animal must be maintained in one or two family dwelling.
- e. Minimum of two (2) years on the Department.

- f. Shall work either the 8:00 a.m. to 4:00 p.m. shift; the 4:00 p.m. to 12 midnight or 7:00 p.m. to 3:00 a.m. shift(s); or the 12 midnight to 8:00 a.m. shift Officers who are designated canine handlers bid their shifts with other officers but the Chief may limit the number who bid for any one shift.
- g. Minimum commitment of three (3) years.
- h. Must pass the complete course (Patrol person and canine).
- i. All other provisions of the contract will be applicable.
- j. Must pass a special physical examination designed for the position of K-9 Officer conducted by a qualified physician selected by the City.

**ARTICLE 28**  
**WEIGHT PROGRAM**

Following ratification of this agreement, the City and Union shall establish a joint committee, with three representatives from each party. The committee shall meet and confer in good faith regarding the establishment of a minimum physical fitness standard necessary for the performance of a police officer's duties.

**ARTICLE 29**  
**DETECTIVE BUREAU SCHEDULE AND STREET CRIME**

**29.1 Detective Bureau:**

A. Detectives and Detective Sergeants shall have the right to bid shifts every fifty-six (56) days. Said shifts shall be either 8:00 a.m. to 4:00 p.m. or 4:00 p.m. to 12:00 midnight. All Detectives and Detective Supervisors shall work Monday through Friday with Saturday and Sunday off. Exceptions to the bid shall be the Property Room, Youth and Fraud who shall work 8:00 a.m. to 4:00 p.m.

B. The Chief, or his/her designee, shall have the right to change shifts of the Detectives to continue an investigation. Said change in shifts shall not exceed sixty (60) days.

**29.2 Street Crime:**

A. There will be a ranking Supervisor and three (3) officers, one of whom may be a detective assigned to the Street Crime Unit. The Chief shall have the right to add additional Police personnel whenever it warrants.

B. Hours of work will be the basic 4-12 shift. However, shifts may be flexible on case load.

C. Any officer, detective or supervisor, assigned to this unit will not be considered part of the manpower clause for either the Detective Bureau or Patrol Division, except as provided in

the Memorandum of Agreement on Reorganization as set forth in Appendix B and except that if the supervisor is a Detective Sergeant or Detective Lieutenant, he/she will be counted in the manpower clause for the Detective Bureau on the 4-12 Shift.

D. The City will not have to fill the vacancy for this unit when they are off.

E. There will be no replacement put on the job to replace these officers.

F. All personnel will have two consecutive days off.

G. Any overtime will be at time and one-half.

H. All other provisions of the contract will be applicable.

I. Any officer assigned to the Street Crime Unit, DEA, STNF or other drug interdiction unit will be drug tested no more than 6 times per calendar year, in addition to the random drug testing already provided under this agreement. The cost of testing will be paid for by the City.

### **ARTICLE 30**

#### **DURATION**

30.1 This Agreement shall become effective on the date of its signing, with the exception of those provisions for which a retroactive effective date is specified. This Agreement shall remain in effect through June 30, ~~2023~~2025.

**APPENDIX A  
COST CONTAINMENT PROVISIONS**

The following utilization review provisions will become part of the group benefit package provided by the City:

1. **PRE-ADMISSION CERTIFICATION/CONTINUED STAY REVIEW:**

All hospital inpatient admissions will be subject to certification review. This includes both elective and emergency admissions. Elective admissions must be certified at least 48 hours in advance; emergency admissions must be certified within 48 hours after admission to the hospital.

The length of the admission will be subject to certification. Additional days beyond those certified during the pre-admission process must be approved to be treated as a covered expense.

If a hospital inpatient admission is not certified, there will be a \$200 penalty applied. This penalty may not be submitted as a Major Medical expense.

If an admission extends beyond the number of certified days, such additional days will not be considered a covered expense. Subject charges may not be submitted under Major Medical.

2. **SECOND OPINION SURGERY:**

For all elective surgical procedures, the Second Opinion "service line" must be contacted to determine if a Second Opinion is necessary. If deemed necessary, the Second Opinion will be covered at 100%, not subject to deductible. A Third Opinion will also be covered at 100%.

If a Second Opinion is deemed not necessary, you may still obtain one. Under these circumstances, the Second Opinion will be treated as any other expense subject to deductible and coinsurance. Third Opinions are also available, but reimbursed as any other expense.

If a Second Opinion is not obtained when required, reimbursement for the surgical procedure will be reduced by 20%.

3. **PRE-ADMISSION TESTING:**

The purpose of the Pre-Admission Testing feature is to encourage plan participants to have diagnostic tests done prior to Hospital confinement.

Costs for necessary tests done prior to Admission will be paid at 100%, with no deductible, when done on an outpatient basis prior to confinement. This provision applies to all elective, nonemergency admissions.

There is no need to contact the insurance carrier prior to the admission. However, as part of the scheduling process, you should ask your physician to request Pre-Admission Testing for necessary tests.

If pre-admission testing is not done for confinements which are not due to an Emergency illness or Accident, the normal coinsurance and deductible provisions may apply.

4. GENERIC DRUG ALTERNATIVE:

Many Prescriptions today may be properly filled with a “generic” alternative, rather than a “brand name” drug. The purpose of the Generic Drug alternative is to encourage you to use appropriate but less medication services for necessary treatment. The generic alternative is mandated unless the physician directs the use of a brand name drug.

You must request that your physician indicate on the prescription that it is to be filled with a Generic Drug, when available, to ensure proper reimbursement. The pharmacist will then note on the dispensed prescription that it is a Generic Drug alternative. The insurance carrier will then reimburse at 100%.

5. CASE MANAGEMENT:

An organized effort to identify, as early as possible, hospitalized patients who may have high-cost, complicated illnesses. It is specially designed to coordinate their health care benefits as efficiently and cost effectively as possible. It often provides for extended or expanded coverage for benefits normally limited by regular plan provisions.

If the case is determined appropriate for the program, a representative will work with the patient or patient’s representative, the patient’s physician, hospital and other health care providers to coordinate medical benefit resources. Exceptions and special plan arrangements will be identified and approved in advance of recommended treatment plans.

The program is intended to maximize member and physician choice and to promote the most efficient and appropriate use of available benefits.

The program is voluntary; a participant never has to accept the recommendations or alternative treatments offered by the program coordinator.

6. **PSYCHIATRIC AND SUBSTANCE ABUSE MANAGEMENT:**

The Psychiatric and Substance Abuse Case Management program assists employees and their dependents suffering from nervous, mental, drug or alcohol-related illnesses requiring hospitalization. It offers treatment alternatives when hospitalization may not be medically necessary.

Psychiatric, drug and alcohol-related admissions are subject to pre-admission review.

If you fail to notify us of the admission within the required time frame, benefits will be reduced as described above.



## **APPENDIX B ASSIGNMENTS**

The following are the conditions of employment for the listed assignments. Nothing in this provision shall infringe on the City's right to eliminate one or more of these assignments and place the affected employee in another assignment suitable to his rank; or, if the elimination of the assignment results in a layoff, the layoff will be made in accordance with Section 5.9 of the contract.

### Crime Prevention Officer

1. There shall be no set hours of work, but the schedule shall be predominately 7:00 a.m. to 3:00 p.m., forty hours per week. The hours are to be flexible, to meet the demands of work.
2. If eight (8) hours of work is done on Saturday or Sunday, a day off will be taken that week.
3. If night work after eight (8) hours of work or four (4) hours of work on Saturday or Sunday, the compensation time will be given at time and one half (1½) to be taken at the Crime Prevention Officer's convenience with notice to the Chief of Police.
4. All time worked pertaining to his schedule will be given to the Chief of Police.

### Traffic Division

1. There shall be no set hours of work, but the schedule shall be predominately 7:00 a.m. to 3:00 p.m., forty hours per week. The hours are to be flexible, to meet the demands of work.

### Training Officer

1. There will be a Training Officer in the West Haven Police Department.
2. The hours of work will be an 8-4, 4-12, and 12-8. They will be flexible by the week. The Training Officer's work schedule shall be approved by the Chief.
3. There will be two (2) consecutive days off.

### Armorer

The duties of the Armorer shall be as follows:

1. Maintain control over all firearms equipment and supplies relating to this Department, and cleanliness and security of range.

2. Prepare and maintain for inspection, administrative records pertaining to police personnel, Police Department inventory and condition of all firearms and related equipment.
3. Maintain a running inventory of all ammunition and other related equipment used by this Department.
4. Have sole responsibility for ordering and maintaining adequate ammunition and other related equipment, upon approval of Chief of Police and/or his designee.
5. Prepare and maintain scheduling for firearms training for all Police Department personnel, working whatever shift necessary to accomplish this function and correlating with Department's training instructor.
6. Wear appropriate Police Department uniform and equipment when working.
7. Submit a monthly report to the Chief of Police on activity conducted by Division, along with a work schedule.

#### High School and other schools Assignment

##### Conditions of Employment:

1. Patrolman shall wear an approved school officer uniform.
2. Hours are 7 a.m. to 3 p.m. - Monday to Friday.
3. During school closings, the officer will report to the Crime Prevention Sergeant for the hours of 8 a.m. to 4 p.m.
4. The Officer will be accountable to the Crime Prevention Sergeant.
5. Officers assigned shall be selected by seniority.

##### Duties:

1. Provide in-house security.
2. Provide preventive measures to deter student disruption.
3. Provide services solely for West Haven High School and other schools during the school day. After school hours will be devoted to checks on residency, truancy, or other related matters.
4. Direct students to outside agencies for assistance.
5. Confer with parents when needed.

6. Channel referrals to the Youth Officer through the Vice-Principal's office.
7. Be available as a resource person, in and out of the classroom.

#### Property Officer

1. There will be a full time Property Officer.
2. The days off will be Saturday and Sunday.
3. The hours of work will be 8:00 an. to 4:00 p.m.
4. The job will not be filled when the Property Officer is off.
5. The Chief of Police will assign the Property Officer.
6. The Property Officer will not be utilized to investigate complaints unless an emergency exists.

#### Record Room Sergeant

1. There will be a full time Record Room Sergeant.
2. The Days off will be Saturday and Sunday.
3. The hours of work will be 8:00 a.m. to 4:00 p.m. unless needed to cover hiring Sergeant.
4. The job will not be filled when the Record Room Sergeant is off.
5. The Chief of Police will assign the Record Room Sergeant.

#### Hiring Sergeant

1. There will be a full time Hiring Sergeant.
2. The Days off will be Saturday and Sunday.
3. The hours of work will be 7:00 a.m. to 3:00 p.m.
4. The job will be filled only when both the Record room Sergeant and Hiring Sergeant are off.
5. The Chief of Police will assign the Hiring Sergeant.

#### Special Assignments

The Chief of Police and or his/her designee shall have the right to assign Department personnel to special assignments.

1. A special assignment shall be defined as a temporary assignment of fifteen (15) working days or less. Where it is critical to have continuity of assignment, the assignment may be extended by an additional fifteen (15) days. Additional time shall require mutual agreement. The Union shall not unreasonably withhold its agreement.
2. A special assignment shall be voluntary.
3. Notification of special assignments shall be made to such person accepting the assignment at least three (3) days in advance if possible.
4. If applicable the City shall attempt to hire three (3) days in advance any position that is required to be hired for by the minimum manpower clause.
5. There shall be no re-pick for beats left vacant by special assignments.
6. All new Officers including transfer Officers shall work as Patrol Officer and be off probation prior to being considered for a specialized assignment (I.E., SCU, SRO, Dare, Traffic, Training, Accreditation, Shore patrol, K9 Unit, crime prevention, etc.), unless there are no other qualified officers who express interest.

**APPENDIX C  
ADDITIONAL SIDE AGREEMENTS**

**NUMBER OF EMPLOYEES OFF**

Any other provision of the contract notwithstanding, the number of Patrol Persons in the manpower clause who may be off on personal leave, holidays and vacation shall not exceed, in the aggregate, six (6) per shift.

**ETHICS COMMISSION**

Members of the bargaining unit shall be subject to investigation and hearings by the Chief of Police and the Board of Police Commissioners for violation of ethical standards, and not subject to investigation or discipline by the Ethics Committee.

**INTERNAL AFFAIRS AND TRAINING ASSIGNMENTS**

1. The Union waives the hours, days off and the fifteen hours between shifts. Once the instructor or Internal Affairs officer is assigned to their special duties and an opening occurs on his regular shift, the job will be filled at time and one half pay.
2. For Officers going to training and school for the department, the Union also waives the hours, days off and the fifteen (15) hours between shifts.
3. There shall be no required advance notice for commencement or termination of an Internal Affairs assignment.
4. For training, the Union agrees that two weeks' notice need not be given if the training opportunity was not available that far in advance. However, an employee who receives less than two (2) weeks' notice to attend training and who has previously approved leave time shall not be mandated to attend on the day(s) of such approved leave.
5. Officers attending mandated and/or non-mandated training will be given compensatory time for "driving time" to and from school farther than 20 miles away from the border of West Haven. Training at POST in Meriden will not qualify for compensatory time under this section. This section applies to automotive travel time. No other travel time is compensatory (i.e.: train, bus, airplane). If an officer is required to leave for training on their scheduled day-off they shall be granted a day allowed for travel purposes.
6. Employees, while out of work due to job-related injury, shall be required to report to work for mandated training sessions as scheduled by the Department, provided they are not prohibited from attending such sessions for medical reasons.

## ASSIGNMENTS OF COMMAND AND SUPERVISORY PERSONNEL

1. Shift Commanders will have full responsibility for the running of their shifts and will answer to the Captain of Patrol or, in that Captains absence, the Captain or other officer designated by the Chief of Police. When in the event that there are two Lieutenants on any given shift, the swing Lieutenant, regardless of seniority, will all under the command of the regular Shift Commander.
2. The Communications Sergeant will notify all street supervisors and commanding officers of important messages and calls. Street sergeants on any given shift, upon reporting for duty shall conduct line-up and after obtaining appropriate orders and/or information proceed to street patrol and supervision of personnel, remaining in the street until Communications Sergeant is relieved for lunch.

## SPLIT SHIFT HIRING

When hiring for beat work, after exhausting the cards, said job may be broken into 2 jobs, e.g. 12:00 a.m. to 4:00 a.m. and 4:00 a.m. to 8:00 a.m. and offered to the officers before ordering an officer through the shift. In addition, the current practice, of holding over an officer for approximately one hour and offering the job to an officer available for the remainder of the shift, shall continue.

## BEAT JOBS

No officer shall be taken off of a beat job for the purpose of filling another beat job in lieu of another officer being ordered through. An officer working an outside special service job may voluntarily remove himself/herself from said job for the purpose of working a beat job in lieu of an officer being ordered through, provided that the job from which the person is coming off, does not itself have to be filled by ordering another officer.

## PUBLIC SERVICE OFFICERS

Public Service Officers will be utilized for:

- Church traffic on Sunday.
- Halloween Patrol - reporting of incidents in designated patrol areas, will not use marked police vehicles and will not be dispatched from Headquarters.
- July 3<sup>rd</sup> - Fireworks - for perimeter control/information.
- Parades.
- Band Concerts - Council of the Arts.
- Walk-a-Thons - Except money guard.

- **Bike-A-Thons.**
- **Municipal functions where no money is charged.**
- **Emergency - natural disasters, total mobilization. National emergencies.**
- **And any other duties mutually agreed upon between the Chief of Police and the Union Executive Board.**
- **Public Service Officers will not use marked police vehicles.**

**APPENDIX D**  
**SUBSTANCE ABUSE TESTING**

All employees shall be required, as a condition of continued employment, to participate in testing for controlled substances, including but not limited to drugs and alcohol, in accordance with this Appendix.

SCREENING

The administration of screening tests to detect the presence of drugs or alcohol in members of the Department will be performed in the following instances:

- 1) upon reasonable suspicion that a member is using or is under the influence of illegal drugs, is abusing legal drugs or alcohol, or is reporting for duty under the influence of drugs or alcohol;
- 2) with respect to drugs, on a random basis.

TESTING BASED UPON REASONABLE SUSPICION

A member-of the Department may be required to undergo testing based on “reasonable suspicion” when objective facts and observations are brought to the attention of a superior officer and, based upon the reliability and weight of such information, the superior officer can reasonably infer or suspect that the member is using illegal drugs, is abusing legal drugs or alcohol, or is reporting for duty under the influence of drugs or alcohol. Reasonable suspicion must be supported by specific facts which may include, but are not limited to: reports and observations of the member’s drug related activities, such as purchase, sale or possession of drugs, associations with known drug dealers or users, observations of the member at known drug or drug related locations; an otherwise unexplained change in the member’s behavior or work performance; an observed impairment of the member’s ability to perform his or her duties.

A superior officer shall report the basis for his/her reasonable suspicion to the Chief of Police or his/her designee. The Chief shall decide whether to direct the member to testing. Prior to so deciding, the Chief or his/designee may meet with the member. If such a meeting is held, the member may request Union representation. However, the meeting shall not be delayed for the purpose of having a representative of the member’s choice.

If the employee is ordered to submit to a drug and/or alcohol test, the employee shall be given a brief verbal statement of the basis for reasonable suspicion. A verbal directive to submit to a drug and/or alcohol test shall be confirmed in writing within twenty-four (24) hours, but the testing shall not be delayed pending issuance of such written directive.

Prior to implementation of any testing based on reasonable suspicion, the City shall provide training for Sergeants, Lieutenants, Captains and Chiefs on the appropriate basis for methods for determining reasonable suspicion of drug and/or alcohol use.



### RANDOM TESTING

The Chief of Police or his/her designee (which may be an outside testing agency) shall be responsible for administration of a random selection system. Not more than twenty-five (25) employees shall be selected in each random drawing. The random selection of a member will not result in that member's name being removed from any future selection process. Any member randomly selected will be ordered to report during the first available tour of duty.

Members selected for testing must appear unless they are on previously approved or scheduled leave. Those missing a scheduled test due to previously approved or scheduled leave will be rescheduled for testing as soon as possible.

A request for use of any leave or compensatory time off shall not be granted if the employee has, at the time of such request, already been directed to submit to random testing as provided above. A member who calls in sick after notification of the assigned test date will be required to report for the test unless a physician directs that he is unable to do so.

### REFUSAL TO SUBMIT

The refusal by a member of the Department to submit to a drug or alcohol screening test pursuant to the provisions of this Appendix will result in the member's immediate suspension without pay (for the maximum number of days permitted by current contract and regulations) and subsequent action for dismissal from the Department.

### TESTING PROCEDURES

1. The member shall provide a urine sample for purposes of testing for drugs or controlled substances other than alcohol: The employee shall provide a sufficient amount of the sample to allow for initial screening, a confirmatory test, and for later testing if requested by the employee.
2. If the employee is ordered to submit to testing for alcohol, the employee shall submit to a breathalyzer test to be administered by an officer designated by the Police Chief or Assistant Chief. If the initial breathalyzer tests positive for the presence of alcohol, a confirming test shall be by one of the following methods, at the option of the Chief or his designee:
  - a) a second breathalyzer test; or
  - b) a blood or urine test, whichever the employee elects.
3. Initial drug screening will be done by Enzyme Multiple Immunoassay Testing (EMIT). No sample will be further tested upon a negative screening for controlled substances, including marijuana. After the negative screening, the second sample will be destroyed.
4. Each member of the Department being tested on the basis of reasonable suspicion may consult with and be accompanied by a representative of the Union. The Union representative may confer with and advise the member before and after the testing process, but shall not

participate in the process in any way, except as an observer. The testing process will not be delayed because the Union representative is unable to be present.

5. During the testing process, the member shall cooperate with requests for information concerning use of medications, and with other requirements of the testing process such as acknowledgment of giving of a urine or blood specimen.

6. The integrity of the testing process will be maintained with the utmost consideration for the privacy of the person being tested. Only one person, of the same sex as the person being tested, may be present during the collection of a urine specimen. If the necessary precautions to ensure legitimacy of the sample can be arranged without undue cost, an observer will not be required.

7. Prior to testing for thugs, two separate containers, supplied by the laboratory conducting the testing, shall be prepared for each member being tested. Each container shall a code number and the date of collection. The code numbers shall be recorded, together with the member's name and signature. Two (2) specimens will be taken at the time of collection and shall be sealed in the presence of the member being tested. The first specimen shall be used for the initial screening and confirmatory test. The second specimen shall be preserved so that if the employee tests positive, the second specimen may be used for retesting in accordance with paragraph 11 below.

8. The laboratory supervising the test shall ensure that the appropriate chain of custody is maintained in order to verify the identity of each sample being tested.

9. Each and every positive EMIT test will be confirmed using a Gas Chromatography - Mass Spectrometry test. Only if confirmed will a test result in a positive report.

10. Drug testing or blood alcohol testing will be performed by a laboratory licensed or certified by the Connecticut Department of Health Services.

11. Any member whose drug or alcohol test results in a positive report may, within five (5) days of receiving notification of such result, request in writing to the Director of Personnel that the second sample be made available for retesting at a licensed or certified laboratory of the member's choosing. The second specimen taken from the employee under paragraph 7 above shall be used for the retesting. This specimen shall be delivered to a licensed or certified laboratory designated by the employee in such manner as to assure the chain of custody. The employee shall pay for the second testing; provided, however, that should such test result in a negative report, the employee shall be reimbursed by the Department.

#### RESULTS OF DRUG SCREENING TESTS

Members of the Department will be notified of the results of all screening tests at the earliest appropriate time (to be determined by particular facts and circumstances). Those test

results which do not indicate the presence of a drug or alcohol will be sealed and there will be no indication of testing in the member's personnel file.

### POSITIVE TEST RESULTS

Any test resulting in a positive report will be referred to the Police Chief for a complete investigation. Upon completion of such investigation, if it is found that a member has used any drug which has not been legally prescribed and/or dispensed, or has abused a legally prescribed drug or has reported for duty under the influence of drugs or alcohol, a report of such shall be prepared. Upon service, the member against whom such report has been made shall receive a copy of the laboratory test results, and will be immediately suspended from duty with pay or, at the Chief's discretion, reassigned, pending disciplinary action. The employee shall be subject to disciplinary action which may include discharge, except as provided in the section below concerning rehabilitation. During the suspension with pay pending disciplinary action, the employee shall not be allowed to cash in any vacation, holiday or personal leave benefits. If the employee is discharged, the employee shall forfeit accrued vacation, holiday and personal leave pay. (If the employee is not discharged, the employee's carryover date shall be extended so that the time is not forfeited because of the date of the disciplinary action.)

The consequences of a positive test shall be as follows:

1. For use of an illegal drug - discharge.
2. For abuse of a legally prescribed drug - one opportunity for rehabilitation, as provided below, then discharge.
3. For alcohol (at the level of .05 or above) - one opportunity for rehabilitation as provided below, then discharge.

### OPPORTUNITY FOR REHABILITATION

The opportunity for rehabilitation (rather than discipline) shall be granted once for any officer who is not involved in any drug/alcohol related criminal activity and either:

- (a) voluntarily admits to alcohol or legally prescribed drug abuse prior to testing, or
- (b) tests positive for alcohol or abuse of legally prescribed drugs for the first time.

Any member who voluntarily admits to the Chief of Police his/her use of or dependence upon legal drugs or alcohol shall be afforded the opportunity to participate in a mutually acceptable rehabilitation program. The first time a member is found to have abused legally prescribed drugs or tests positive for alcohol in the course of random testing, he/she shall have the same opportunity for rehabilitation as does a member who voluntarily seeks rehabilitation. The opportunity for rehabilitation will only be provided prior to any allegation of impropriety by the public or another member or prior to initiation of an investigation of the member's use or sale of a controlled substance by any competent state or federal authority.

The member shall use accumulated sick or vacation leave for the period of absence for the purpose of obtaining treatment. All treatment will be at the sole expense of the member, to the extent not covered by the member's health benefits plan.

As part of any rehabilitation program, the member may be required to undergo periodic screening for drugs or alcohol. If, after screening the member has tested positive, he will be immediately suspended and will be subject to discharge.

#### ADMIMSTRATIVE PROVISIONS

1. Time spent by an employee undergoing tests required by this Agreement shall be compensated at his/her regular hourly rate of pay for time spent in testing.
2. Any alteration, switching, substituting or tampering with a sample or test given under this Agreement by any employee shall be grounds for immediate suspension with pay or, at the Chief's discretion, reassignment, and subsequent disciplinary action which may include dismissal from the Department. During the suspension with pay pending disciplinary action, the employee shall not be allowed to cash in any vacation, holiday or personal leave benefits. If the employee is discharged, the employee shall forfeit accrued vacation, holiday and personal leave pay. (If the employee is not discharged, the employee's carryover date shall be extended so that the time is not forfeited because of the date of the disciplinary action.)
3. All files concerning drug testing shall be deemed medical files, maintained as confidential by the City. The only information concerning testing which shall be disclosable is the A positive test result(s) used as the basis for disciplinary action.
4. The City shall make every effort to have the testing service perform testing for Police Department employees on site.

**APPENDIX E  
BENEFITS AT A GLANCE**



Visit [www.osc.ct.gov/ctpartner](http://www.osc.ct.gov/ctpartner) [click "provider networks"] to search the list of network providers.

Administered by  
UnitedHealthcare/Oxford

IN NETWORK	CT Partnership Plan 2.0 w/ Health Enhancement Program
Medical Office Visit	\$15 Co-pay
Specialist Office Visit	\$15 Co-pay
Vision Exams (one per calendar year)	\$15 Co-pay
Inpatient Hospital	\$0 Co-pay
Outpatient Surgical	\$0 Co-pay
Emergency Room	\$35 Co-pay (waived if admitted)
Urgent Care	\$15 Co-pay
Walk In	\$15 Co-pay
Lab/ X-Ray High Cost Radiological & Diagnostic Tests	\$0 Co-pay
Deductible	Individual: \$350  Family: \$350 each member (\$1,400 maximum). Waived for HEP-compliant members.
Coinsurance	Not applicable
Max out of pocket	\$2,000 Individual / \$4,000 family
PREVENTIVE SERVICES	CT Partnership Plan 2.0 w/ Health Enhancement Program
Primary Care (Adult and Child Wellness Exams)	\$0 Co-pay
Gynecologist Wellness	\$0 Co-pay
Mammogram	\$0 Co-pay
Lifetime Maximum	Unlimited
OUT OF NETWORK	CT Partnership Plan 2.0 w/ Health Enhancement Program
Annual Deductible	\$300 Individual/\$900 family
Coinsurance	20% of allowable UCR charges
Max Out-of-Pocket	\$2,300 Individual / \$4,900 family
Lifetime Maximum	Unlimited

# CONNECTICUT PARTNERSHIP PLAN 2.0

# MEDICAL BENEFIT SUMMARY

Visit [www.osc.ct.gov/ctpartner](http://www.osc.ct.gov/ctpartner) [click "provider networks"] to search the list of network providers.

Administered by  
UnitedHealthcare/Oxford

OTHER SERVICES	CT Partnership Plan 2.0 w/ Health Enhancement Program
Deductible	Not applicable*
Acupuncture (20 visits/year)	\$15 Co-pay
Chiropractic	\$0 Co-pay
Nutritional Counseling (3 visits/year)	\$0 Co-pay
Physical/Occupational Therapy	\$0 Co-pay
Durable Medical Equipment	\$0 Co-pay
Routine Hearing Screening (as part of an exam)	\$15 Co-pay

PRESCRIPTION COVERAGE	MAINTENANCE DRUGS	NON-MAINTENANCE DRUGS	HEP/CHRONIC CONDITION DRUGS
Generic	\$5	\$5	\$0
Preferred/Listed Brand Name	\$10	\$20	\$5
Non-Preferred/Non-Listed Brand Name	\$25	\$35	\$12.50
Annual Maximum	Unlimited		
Max out of pocket	\$4,600 Individual / \$9,200 family		

## UnitedHealthcare/Oxford Contact Information

Live, knowledgeable customer service representatives are available for current State of Connecticut Partnership members toll-free at 800-385-9055 from 8am to 6pm EST, Monday through Friday.

If you prefer, you may also visit <http://partnershipstateofct.welcometouhc.com> to search for a participating physician or facility, to learn about your health plan, to find the status of claims, or obtain additional information about discount programs offered to State of Connecticut Partnership members.

**UnitedHealth Allies:** This health discount program helps you, and your family, save money on many health and wellness purchases not included in your standard health benefit plan.

Visit  
[www.osc.ct.gov/ctpartner](http://www.osc.ct.gov/ctpartner)  
to search the list of  
network providers.

# CONNECTICUT PARTNERSHIP PLAN 2.0

## DENTAL BENEFIT SUMMARY

Administered by Cigna

	Unlimited Maximum Plan	\$750 Annual Maximum Plan	\$1,000 Annual Maximum Plan	\$1,500 Annual Maximum Plan	Dental HMO Plan
	IN/OUT NETWORK	IN/OUT NETWORK	IN/OUT NETWORK	IN/OUT NETWORK	
Annual Deductible	\$0	\$0	\$25 Indiv/\$75 family	\$0	\$0
Annual Maximum	NONE	\$750	\$1,000	\$1,500	none
Lifetime Orthodontia Max	N/A	N/A	\$1,500	\$1,500	covered*
<b>DEDUCTIBLE WAIVED</b>					
Preventive	Yes	Yes	Yes	Yes	N/A
Basic	N/A	N/A	No	N/A	N/A
Major	N/A	N/A	No	N/A	N/A
<b>PREVENTATIVE</b>					
X-Ray	100%	100%	100%	100%	100%
Cleanings	100%	100%	100%	100%	100%
Oral Exam	100%	100%	100%	100%	100%
Flouride	80%	100%	80%	100%	100%
<b>BASIC</b>					
Fillings	80%	0%	80%	80%	covered*
Endodontics	80%	0%	80%	80%	covered*
Periodontics	80%/50%	0%	80%/50%	80%	covered*
Simple Extractions	80%	100%	80%	80%	covered*
Dentures (Repair Only)	80%	0%	80%	80%	covered*
Bridges (Repair Only)	80%	0%	80%	80%	covered*
<b>MAJOR</b>					
Crown	67%	0%	50%	67%	covered*
Inlays	67%	0%	50%	67%	covered*
Onlays	67%	0%	50%	67%	covered*
Dentures	0%	0%	0%	67%	covered*
Bridges	0%	0%	0%	67%	covered*
Space Maintainers	67%	100%	50%	100%	covered*
Oral Surgery	67%	0%	50%	67%	covered*
<b>ORTHODONTIA</b>					
Braces (Adult & Child)	N/A	N/A	50%	50% Child Only	covered*

\* visit [www.osc.ct.gov/CTPartner](http://www.osc.ct.gov/CTPartner) to view full Dental HMO Benefit Plan

# CONNECTICUT PARTNERSHIP PLAN 2.0 HEALTH ENHANCEMENT PROGRAM PREVENTIVE CARE REQUIREMENTS

Preventive Service	Birth – age 5	Age 6 - 17	Age 18 – 24	Age 25 – 29	Age 30 – 39	Age 40 – 49	Age 50+
Preventive Visit	Once per year	Once every other year	Every 3 years	Every 3 years	Every 3 years	Every 2 years	Every year
Vision Exam	N/A	N/A	Every 7 years	Every 7 years	Every 7 years	Every 4 years	50 - 64 - Every 3 years 65 and Over - Every 2 years
Dental Cleanings*	N/A	At least 1 per year	At least 1 per year	At least 1 per year	At least 1 per year	At least 1 per year	At least 1 per year
Cholesterol Screening	N/A	N/A	Every 5 years starting at 20	Every 5 years	Every 5 years	Every 5 years	Every 2 years
Breast Cancer Screening (Mammogram)	N/A	N/A	N/A	N/A	One screening between the ages of 35 and 39. Otherwise as recommended by physician	As recommended by physician	As recommended by physician
Cervical Cancer Screening (Pap Smear)	N/A	N/A	Every 3 years starting at age 21	Every 3 years	Every 3 years	Every 3 years	Every 3 years to age 65
Colorectal Cancer Screening	N/A	N/A	N/A	N/A	N/A	N/A	Colonoscopy every 10 years or Annual FIT/FOBT to age 75

These requirements meet compliance with the HEP Preventive Program as outlined in the SEBAC agreement and have not changed from 2012.

As is currently the case under the State Health plan, any medical decisions will continue to be made by you and your physician



**SIGNATURES**

IN WITNESS WHEREOF, the parties have caused their names to be signed this \_\_\_\_ day of ~~March, 2020~~ **April, 2021**.

CITY OF WEST HAVEN

WEST HAVEN POLICE LOCAL #895,  
UPSEU

By: \_\_\_\_\_  
Nancy R. Rossi  
Mayor

By: \_\_\_\_\_  
Sean Faughnan  
President

By: \_\_\_\_\_  
Joseph S. Perno  
Chief of Police

By: \_\_\_\_\_  
Ron Suraci  
Regional Director

By: \_\_\_\_\_  
Beth A. Sabo  
Director of Personnel &  
Labor Relations

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

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

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

# EXHIBIT E

The City of West Haven and The West Haven Police Local #895, UPSEU

2021-22 Wage Comparison

	Captain		Lieutenant		Sergeant		Detective		Patrol Officer		Detective Sergeant	
	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max
<b>West Haven</b>	<b>\$92,143</b>	<b>\$93,743</b>	<b>\$84,957</b>	<b>\$86,727</b>	<b>\$78,597</b>	<b>\$80,192</b>	<b>\$74,340</b>	<b>\$75,952</b>	<b>\$57,395</b>	<b>\$72,411</b>	<b>\$81,710</b>	<b>\$83,187</b>
Ansonia					89,045	89,045	87,443	87,443	71,323	80,226	91,437	91,437
Bridgeport	104,356	114,312	93,850	99,398	83,641	86,434	80,999	84,936	57,195	75,163		
Danbury	108,735	118,733	100,699	108,906	93,356	99,491	75,939	92,125	62,337	88,974	96,409	102,746
Derby			95,597	95,597	91,229	91,229	87,069	87,069	67,184	83,138		
East Hartford			87,477	94,498	79,446	85,780	76,385	80,736	62,541	75,693		
Meriden	108,784	113,922	98,883	103,542	89,856	94,120	89,856	89,856	56,243	85,592	94,120	98,883
Milford	98,253	101,104	91,660	94,899	78,435	83,581			63,679	77,292		
New Haven	107,443	107,443	97,873	97,873	87,813	87,813	83,173	86,531	60,259	78,050		
New London	117,798	117,798	89,834	103,728	82,640	91,111	81,168	81,903	63,581	76,551		
Norwalk	115,441	119,786	105,919	110,260	95,615	100,053	89,098	93,134	68,944	83,905		
Norwich	104,548	107,228	95,936	98,396	85,141	89,563			59,991	80,730		
Orange			96,304	96,304	90,522	90,522			64,605	80,974		
Stamford	128,460	128,460	113,263	113,263	98,070	98,070			68,452	85,994		
Torrington	103,722	103,722	94,191	94,191	84,906	84,906	79,253	79,253	63,623	75,421		
Waterbury	104,841	104,841	96,408	96,408	88,545	88,545	83,189	83,189	62,392	78,859		
<b>AVERAGE</b>	<b>\$109,307</b>	<b>\$112,486</b>	<b>\$96,992</b>	<b>\$100,519</b>	<b>\$87,884</b>	<b>\$90,684</b>	<b>\$83,052</b>	<b>\$86,016</b>	<b>\$63,490</b>	<b>\$80,437</b>	<b>\$93,989</b>	<b>\$97,689</b>
<b>WEST HAVEN</b>	<b>\$92,143</b>	<b>\$93,743</b>	<b>\$84,957</b>	<b>\$86,727</b>	<b>\$78,597</b>	<b>\$80,192</b>	<b>\$74,340</b>	<b>\$75,952</b>	<b>\$57,395</b>	<b>\$72,411</b>	<b>\$81,710</b>	<b>\$83,187</b>
<b>% DIFFERENCE</b>	<b>-15.7%</b>	<b>-16.7%</b>	<b>-12.4%</b>	<b>-13.7%</b>	<b>-10.6%</b>	<b>-11.6%</b>	<b>-10.5%</b>	<b>-11.7%</b>	<b>-9.6%</b>	<b>-10.0%</b>	<b>N/A</b>	<b>N/A</b>

EMPLOYMENT CONTRACT OF JENNIFER A. AMENDOLA

AS

DIRECTOR – CITY OF WEST HAVEN

THIS AGREEMENT, made and entered into as of April \_\_\_\_\_, 2022 by and between the City of West Haven, acting as the City of West Haven for the Combined Police and Fire Dispatch Center (hereinafter referred to as (“The City of West Haven PSAP”), and Jennifer A. Amendola of the City of Derby, County of New Haven, in the State of Connecticut (hereinafter referred to as (“The Director”).

Whereas the City of West Haven is desirous of retaining the services of The Director as the Director of the City of West Haven 911 Communications Center (PSAP) under the direction of the City of West Haven and the Director is desirous of serving in said position the parties hereby agree as follows:

**Article I. Term and Renewal**

The City of West Haven does hereby engage the services of the Director commencing September 3, 2021 through September 2, 2024, subject to the termination provision of Article V during the term of the Agreement. The City shall provide written notice at least ninety (90) days prior to September 2, 2024, of its intent to renew or not renew the Agreement for a one year term. The City and the Director may also negotiate a successor Agreement for a term longer than one (1) year after the term expires.

**Article II. Compensation**

The Director shall be paid the following annual salary:

Effective September 3, 2021: \$84,000

Effective September 3, 2022: \$85,680

Effective September 3, 2023: \$87,393

The Director hereby authorizes deduction from her salary for all appropriate taxes and 401k contributions and such other deductions as may be authorized after this contract takes effect.

**Article II. Duties and Responsibilities**

The Director shall have the duties and responsibilities listed in the attached Exhibit A (Job Description: Director – City of West Haven 911 Communications Center (PSAP) June 2010).

**Article III. Fringe Benefits**

1) Medical Insurance

The Director shall be entitled to a yearly payment of four thousand (\$4,000.00), payable in two installments, on January 1<sup>st</sup> and July 1<sup>st</sup>, in lieu of the medical insurance coverage offered to City of West Haven.

## 2) 401K Pension Plan

The Director shall be offered the opportunity the opportunity to participate in the City of West Haven's 401K Pension Plan. Contribution to the Defined Contribution Pension Plan shall be as follows: Employer's contribution shall be 5% to 8% and the employee's contribution shall be a minimum of 2% to a maximum of 25% (employee contributes 2% to 5%, employer match is 5%, for each additional 1% increase made by the employee up to 8% the employer will match said contribution up to 8%).

## 3) Reimbursement

The Director shall be reimbursed for dues to professional associations relative to duties and responsibilities, subject to approval by Personnel Director.

## 4) Hours of Work

The City of West Haven and the Director agree that the position of Director of West Haven 911 Communications Center (PSAP) is a bona fide executive position as defined in the regulations of the State of Connecticut Commissioner of Labor issued pursuant to section 31-60 of the Connecticut General Statutes and therefore exempt from the wage and hour provisions of the Connecticut General Statutes. The Director shall be considered as being on duty at all times. Notwithstanding, in the event that the Director works on a holiday provided under Section 6 herein, she shall be entitled to take another day off of her choosing with pay.

## 5) Additional Fringe Benefits

a) The City of West Haven and Director agree that, with the exception of wages, which are provided for in Article I herein, the Director shall be immediately entitled to all the benefits provided for appointed non-union employees in the Resolution concerning Fringe Benefits for Non-Union Employees (November 26, 2007) which state that appointed, non-union employees are entitled to and receive, in the same way and manner as currently provided or to be provided in the future to municipal employees covered under the agreement between the City of West Haven and Communications Workers of America AFL-CIO, Local 1103 or any recognized successor bargaining unit, the following benefits:

- (1) Longevity
- (2) Sick Leave
- (3) Military Leave
- (4) Jury Duty
- (5) Bereavement Leave
- (6) Vacations
- (7) Insurance
- (8) Educational Assistance
- (9) Retirement
- (10) Personal Days
- (11) Worker's Compensation

b) The Director may use the municipal vehicle assigned to him/her for the following purposes:

Transportation of the employee from his/her residence to and from City Hall (or other City work location).

During the normal work day, exclusively on municipal related business.

During the lunch hour for personal use within the City of West Haven.

Times other than during the normal work day for emergencies or EOC activations

c) The Director and thereby shall be paid for the following 12 holidays in a separate paycheck:

- i. New Year's Day
- ii. Dr. Martin Luther King Jr.'s Birthday
- iii. President's Day
- iv. Good Friday
- v. Memorial Day
- vi. Independence Day
- vii. Labor Day
- viii. Columbus Day
- ix. Veterans' Day
- x. Thanksgiving Day
- xi. Friday after Thanksgiving Day
- xii. Christmas Day

Payment for six (6) holidays will be paid on the first Friday in December with the remaining six (6) holidays to be paid on the first Friday in June. Payment will be made at the current hourly rate.

Any other holiday so proclaimed to be a holiday by the Mayor or declared as a federal holiday must also be paid to the Director, if applicable, and may just be added to either installment check.

#### **Article IV. Advanced Stipend for Additional Certifications**

The Director shall be paid a stipend for holding valid Certifications for the following three advanced certifications that will benefit her Department and the City, which are outside the requirement listed in the job description. These certifications are relative to the field of Emergency Communications and may directly benefit the Police, Fire/EMS Departments for the City and the 911 Center, as well as taxpayers, students, and visitors in the City.

Documentation or proof of Certifications will be provided to the Mayor. The stipend will be distributed to the Director annually with her Longevity payment for the three Certifications at a flat rate of \$3,000.00:

- o American Heart Association CPR Instructor
- o Certified Communications Training Officer
- o Emergency Medical Technician (EMT)

#### **Article V. Discipline and Termination**

- A. The Department, acting by and through its duly appointed Board, may discipline, with or without pay, or terminate the employment of the Director during the Term of this Agreement, upon occurrence of any one or more of the following events:

1. Mutual consent of parties;
2. Dereliction of duty or just cause;
3. A pattern of inefficiency or incompetence as evidenced by written evaluation and reprimands;
4. Insubordination against reasonable rules or a direct written order of the Board;
5. Moral turpitude; or
6. The Director is physically or mentally unable to perform the essential functions of her position after one year.

B. The director may appeal any discipline, including termination, to the American Arbitration Association within ten (10) business days of the Board's decision. The parties shall pay their own costs. The decision of the Arbitrator shall be final and binding on the parties.

**Article VI. Entire Agreement**

This Agreement constitutes the sole, only and entire agreement between the parties with respect to the Director's Employment. This agreement may be modified only by written instrument duly executed by each of the parties.

Agreed to on this \_\_\_\_ day of \_\_\_\_\_, 2022 and signed by the parties hereto.

\_\_\_\_\_  
Jennifer A. Amendola

\_\_\_\_\_  
Nancy Rossi, Mayor  
City of West Haven

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Corporation Counsel

\_\_\_\_\_  
Date

**MEMORANDUM  
OFFICE OF POLICY AND MANAGEMENT**

**To:** Members of the Municipal Accountability Review Board  
**From:** Julian Freund, OPM  
**Subject:** Previously Executed Non-Labor Contracts  
**Date:** April 11, 2022

**Background**

Approximately two to three weeks prior to each regular meeting of the MARB, OPM provides designated municipalities a reminder and a deadline to submit required non-labor contracts and monthly reports for review by the board. In late 2021 the City began a review of records to determine if any non-labor contracts had been inadvertently executed without MARB review.

**Previously Executed Non-Labor Contracts**

Staff in the Office of Corporation Counsel provided OPM on Dec. 29, 2021 with a list of seven contracts over \$50,000 in value that had been executed prior to MARB review. The contracts identified were as follows:

- New England Fire Equipment & Apparatus, Corp – Fire Dept. Pumper
- Axon Enterprise, Inc. - Police Department Body Cameras and In-Car Cameras
- Axon Enterprise, Inc. - Police Department Tasers
- F+F Mechanical Services - Police Dept. Rooftop HVAC Unit
- Black & Veatch Corp. - Engineering for Wastewater Plant Outfall
- All American Waste LLC – Collection of MSW Containers
- Waters Construction Co. - Beach Sand Renourishment (includes a change order not yet executed, April 2022)

A document with summary information regarding each of the above contracts is attached. The summary document also references several contracts that had not yet been executed. Two of those have since been reviewed by the MARB and executed (Curbside collection of MSW; Curbside Collection of Recyclables).

The contract documents for the contracts listed above are attached.

**Recommendation**

OPM recommends that the corrective action plan for the City include the establishment of a procedure for ensuring contracts in excess of \$50,000 are submitted to the MARB for review prior to execution. The corrective action plan should also require that the review of previously executed contracts be completed and expanded to include the Board of Education.

**Attachments**

- Summary of contracts
- Contract documents



# CITY OF WEST HAVEN

## MARB CONTRACT REVIEW SUMMARY THROUGH 12/22/2021

### TASER PARTS AND EQUIPMENT

#### **General**

Solicitation ID: NA

Scope: Taser cartridges and other supplies

Amount: >\$50K; \$230,745.60

Term: 5 years

#### **Non-Competitive Selection**

Method: Sole Source

Evaluation criteria: Sole Source

Solicitation Open:

Closed:

# Responses: NA

### PD BODY CAMERAS

#### **General**

Solicitation ID: NA

Scope: Axon Body 3 Cameras and Axon Fleet 3 In-Car Cameras

Amount: >\$250K; \$909,833.30

Term: 5 years

#### **Competitive Selection**

Method: Cooperative Bidding: Sourcewell

Evaluation criteria: Price

Solicitation Open:

Closed:

# Responses: NA

## ALLINGTOWN PUMPER

### **General**

Solicitation ID: NA  
Scope: Replacement pumper truck for Allingtown FD  
Amount: >\$250K; \$629,473.00  
Term: NA

### **Competitive Selection**

Method: Cooperative Bidding: Sourcewell  
Evaluation criteria: Price  
Solicitation Open:  
Closed:  
# Responses: NA

## ENGINEERING SERVICES FOR THE WASTEWATER PLANT OUTFALL

### **General**

Solicitation ID: ITB 2021-1  
Scope: Water pollution control facility, adjacent area & main pump station flood hardening & resiliency study  
Amount: >\$250K; \$410,479.00  
Term: NA

### **Competitive Selection**

Method: RFP  
Evaluation criteria: Evaluation Committee; RFP criteria in solicitation  
Solicitation Open: 2/8/2021  
Closed: 3/10/2021  
# Responses: 3

## ARCHITECTURAL DESIGN SERVICES FOR WASHINGTON ELEMENTARY SCHOOL

### **General**

Solicitation ID: RFQ 2021-06  
Scope: Architect for new elementary school  
Amount: >\$250K; See RFP  
Term: NA

### **Competitive Selection**

Method: RFQ  
Evaluation criteria: Evaluation Committee  
Solicitation Open: 5/5/2021  
Closed: 5/27/2021  
# Responses: 7; 1 withdrawn

## ARCHITECTURAL DESIGN SERVICES FOR WASHINGTON ELEMENTARY SCHOOL

### **General**

Solicitation ID: RFP 2021-06  
Scope: Architect for new elementary school  
Amount: >\$250K; \$1,494,000.00  
Term: NA

### **Competitive Selection**

Method: RFP  
Evaluation criteria: Evaluation Committee  
Solicitation Open: 5/5/2021  
Closed: 5/27/2021  
# Responses: 3 of 7 RFQ

## VIDEO SURVEILLANCE UPGRADE

### **General**

Solicitation ID: ITB 2021-08  
Scope: WHPD IP video surveillance system upgrade  
Amount: >\$50K; \$175,733.12  
Term: NA

### **Competitive Selection**

Method: ITB  
Evaluation criteria: Price  
Solicitation Open: 5/5/2021  
Closed: 5/25/2021  
# Responses: 6

## PD ROOFTOP HVAC UNIT REPLACEMENTS

### **General**

Solicitation ID: ITB 2021-09  
Scope: Replace failing PD rooftop HVAC system  
Amount: >\$50K; \$110,550.00  
Term: NA

### **Competitive Selection**

Method: ITB  
Evaluation criteria: Price  
Solicitation Open: 6/9/2021  
Closed: 7/7/2021  
# Responses: 4

## HIGH PRIORITY AREAS CONTRACT 1 SEWER REHABILITATION CONSTRUCTION

### **General**

Solicitation ID: ITB 2021-12  
Scope: Sewer lining in high priority areas  
Amount: >\$50K; \$210,210.00  
Term: NA

### **Competitive Selection**

Method: ITB  
Evaluation criteria: Price  
Solicitation Open: 7/1/2021  
Closed: 8/3/2021  
# Responses: 2

## MODULAR CLASSROOMS FOR BAILY[SIC] MIDDLE SCHOOL

### **General**

Solicitation ID: ITB 2021-15  
Scope: Bailey Middle School modular classrooms  
Amount: >\$250K; \$490,722.00  
Term: NA

### **Competitive Selection**

Method: ITB  
Evaluation criteria: Price  
Solicitation Open: 7/27/2021  
Closed: 8/4/2021  
# Responses: 2

## BLAKE, THOMPSON AND STILES BUILDINGS

### **General**

Solicitation ID: ITB 2021-18  
Scope: ESA for Blake school for redevelopment  
Amount: >\$50K; \$52,290.00  
Term: NA

### **Competitive Selection**

Method: RFP  
Evaluation criteria: Qualifications/Price  
Solicitation Open: 8/23/2021  
Closed: 9/9/2021  
# Responses: 3

## RESIDENTIAL CURBSIDE RECYCLING

### General

Solicitation ID: ITB 2021-19

Scope: Residential curbside recycling

Amount: >\$250K; \$1,123,800.00

Term: 2 years +1 year option

### Competitive Selection

Method: ITB

Evaluation criteria: Single Bidder

Solicitation Open: 9/10/2021

Closed: 9/21/2021

# Responses: 1

## RESIDENTIAL CURBSIDE MSW SERVICES

### General

Solicitation ID: ITB 2021-20

Scope: Residential curbside municipal solid waste pickup

Amount: >\$250K; \$2,842,400.00

Term: 2 years +1 year option

### Competitive Selection

Method: ITB

Evaluation criteria: Single Bidder

Solicitation Open: 9/10/2021

Closed: 9/21/2021

# Responses: 1

## CONTAINER MSW SERVICES

### General

Solicitation ID: ITB 2021-22

Scope: Container waste collection for City and condos

Amount: >\$250K; Unit pricing/ per location

Term: 2 years +1 year option

### Competitive Selection

Method: ITB

Evaluation criteria: Price

Solicitation Open: 9/13/2021

Closed: 9/24/2021

# Responses: 2; 1 withdrew

## BEACH RENOURISHMENT

### **General**

Solicitation ID: ITB 2021-22  
Scope: Refresh beach sand on Savin Rock Beach  
Amount: >\$250K; \$639,450.00  
Term: NA

### **Competitive Selection**

Method: ITB  
Evaluation criteria: Price  
Solicitation Open: 9/29/2021  
Closed: 10/14/2021  
# Responses: 2

## SIDEWALK, DRIVEWAY, CURB REPAIR AND OR REPLACEMENT, ROAD PAVEMENT PATCHING AND REPAIR

### **General**

Solicitation ID: ITB 2021-23  
Scope: Sidewalk, driveway and curb repair and or replacement and pavement patching for repairs of roads for a two year period  
Amount: >\$50K; Unit pricing/ as required  
Term: 2 years

### **Competitive Selection**

Method: ITB  
Evaluation criteria: Price  
Solicitation Open: 10/5/2021  
Closed: 10/20/2021  
# Responses: 4

## ARCHITECTURAL SERVICES FOR WEST HAVEN ARTS CENTER RENOVATION AND ADDITION

### **General**

Solicitation ID: RFQ 2021-26  
Scope: West Haven Arts Center Renovation and Addition Architect  
Amount: >\$50K; See RFP  
Term: NA

### **Competitive Selection**

Method: RFQ  
Evaluation criteria: Qualifications  
Solicitation Open: 11/8/2021  
Closed: 12/3/2021  
# Responses: 12

**AGREEMENT**  
**2022 SPARTAN/SMEAL 1500 GPM CUSTOM PUMPER ON METRO STAR CHASSIS**

This agreement is between the **City of West Haven**, a Connecticut municipality (“West Haven”), and **New England Fire Equipment & Apparatus, Corp.**, a Connecticut stock corporation (“NEFEA”).

**BACKGROUND**

West Haven is a Member of Sourcewell, previously known as National Joint Powers Alliance (“NJPA”), a State of Minnesota purchasing cooperative.

On April 16, 2018, under an NJPA Purchasing Agreement, the State of Minnesota entered into a contract with Spartan Motors, Inc., (and its company’s brands, including Smeal, referred to as “Spartan”), to purchase the goods and services described in the contract NJPA Contract # 022818-SPR, a *Contract Acceptance and Award*, which is based on NJPA *Request for Proposal #022818* (“Sourcewell Purchasing Contract”). The *Contract Acceptance and Award* permits its cooperative use by other governmental agencies including West Haven.

Connecticut automotive dealer laws require that Spartan sell its motor vehicle through a Connecticut-based dealer. NEFEA is a licensed Spartan dealer in Connecticut.

West Haven through the City of West Haven Fire Department—Allington developed a specification for a pumping fire apparatus (pumper truck).

City of West Haven Ordinances § 42-14, *Cooperative purchasing*, and § 42-15(D)(2)(b), *City Council approval/Waivers*, permit the City’s Purchasing Agent to join with other units of government in cooperative purchasing plans.

West Haven desires to contract with NEFEA for supplies or services identical, or nearly identical, to the supplies or services Spartan is providing other units of government under the Sourcewell Purchasing Contract.

**AGREEMENT**

Therefore, the parties agree as follows:

**1. Agreement Form.**

(a) This agreement consists of the following documents, and if any discrepancies arise between these documents, the language of the first-listed document prevails:

(i) this agreement;

(ii) West Haven *Custom Pumper Proposal Statement of Clarifications*, undated, totaling 1 page, attached as **Exhibit A** (“West Haven Pumper Spec Clarifications”);

(iii) West Haven process and specification document, untitled and undated, beginning with a provision titled “Quality and Workmanship,” totaling 57 pages, attached as **Exhibit B** (“West Haven Pumper Process and Specification”);

(iv) Smeal/Spartan Fire, LLC, drawing, titled “Allington[sic] Fire District/West Haven, CT/Model: Side Mount Pumper/Dealership: NEFEA,” drawn by D. Brodd, and dated 7/29/2021, totaling 1 page, attached as **Exhibit C** (“Spartan Pumper Drawing”);

(v) West Haven/NEFEA Pumper Specification, undated, totaling 87 pages, attached as **Exhibit D** (“NEFEA Pumper Specification”);

(vi) NEFEA’s letter/price quote to Chief Michael Terenzio of the City of West Haven Fire Department—Allingtown, dated August 12, 2021, attached as **Exhibit E** (“NEFEA Quote”); and

(vii) NJPA Contract # 022818-SPR, e.g., Contract Forms, dated April 16, 2018, as amended through the date of this agreement, including Form E, *Contract Acceptance and Award*, incorporating the terms and conditions of NJPA *Request for Proposal* RFP #022818; Form F, *Proposer Assurance of Compliance*; and Form P, *Proposer Questionnaire* (available from the Sourcwell website) (“NJPA Contract”).

(b) The West Haven Pumper Process and Specification was developed by the City of West Haven Fire Department—Allingtown without legal counsel with the intent of recording essential procedures and specific requirements for NEFEA to generate an accurate price quotation. The City of West Haven Fire Department—Allingtown intended that:

(i) reference to the customer, department, and fire department are references to West Haven;

(ii) references to the contractor, bidder, manufacturer, and Smeal Holding LLC, are references to Spartan;

(iii) references to the dealer and bidder are references to NEFEA;

(iv) “department/dealer” means both West Haven and NEFEA;

(v) undefined terms and phrases be interpreted as is appropriate to the industry; and

(vi) NEFEA will cause Spartan and other parts manufacturers to perform as specified.

and

(c) This agreement serves as West Haven’s Sourcwell/NJPA purchase order. This purchase order is issued under NJPA contract # 022818.

## **2. Product.**

NEFEA shall deliver to West Haven the apparatus (vehicle) and services identified in the West Haven Pumper Process and Specification as modified and refined by the West Haven Pumper Spec Clarifications, and as may be further modified by any Statement of Exception and any Preconstruction Change Order, accepted by West Haven (“Pumper”).

## **3. Price.**

The price for the delivered Pumper is **six hundred twenty-nine thousand, four hundred seventy-three dollars (\$ 629,473)** (“Contract Price”), which includes a six thousand, four hundred eleven dollars (\$ 6,411) discount in consideration of West Haven’s Down Payment and Spartan’s NJPA Contract # 022818-SPR pricing discount.



**4. Bond.**

(a) A West Haven funder for this agreement requires that a performance bond be provided to West Haven and approved by the funder before West Haven may sign this agreement. Therefore, NEFEA makes the following representations:

(i) NEFEA states that it or the manufacturer, Spartan, have furnish a performance bond from a surety company that is duly licensed in Connecticut or authorized to issue bonds in the required amounts in Connecticut.

(ii) NEFEA states that the bond is in an amount equal to the Contract Price, as security for the faithful performance of all obligations under this agreement.

(b) NEFEA shall ensure that the bond remains in effect not less than one year after the date when West Haven makes its final payment.

**5. Payments.**

(a) West Haven shall pay to NEFEA a down payment of **three hundred fifteen thousand dollars (\$ 315,000)** upon the execution of this agreement (“Down Payment”).

(b) NEFEA shall cause Spartan to certify to West Haven that it received the Down Payment when the funds have cleared.

(c) West Haven shall pay NEFEA the balance of the Contract Price within thirty (30) days of NEFEA’s delivery and West Haven’s acceptance of the Pumper.

(d) Upon NEFEA’s request, West Haven shall provide NEFEA with a Connecticut Department of Revenue Services tax exempt certification, Form CERT-134, *Exempt Purchases by Qualifying Governmental Agencies*, for West Haven.

**6. Preconstruction Meeting, Change Order, and Authority to Proceed with Manufacturing**

The provisions in the West Haven Pumper Process and Specification in the subsection titled, “Preconstruction Meeting” are deleted and replaced with the following:

(a) West Haven and NEFEA shall hold a Preconstruction Meeting to permit West Haven to discuss and clarify all aspects of the Pumper and for West Haven to provide all information to NEFEA and Spartan to ensure the Pumper is built to West Haven’s requirements.

(b) The parties will hold the Preconstruction Meeting at West Haven’s Allingtown Fire Department Headquarters, 20 Admiral Street, West Haven, Connecticut, at a date and time agreed to by West Haven and NEFEA.

(c) NEFEA shall cause one or more Spartan-authorized factory representatives (local representatives or otherwise) to be present at the Preconstruction Meeting.

(d) At the Preconstruction Meeting, West Haven may:

(i) inspect the components and features similar to those of the Pumper brought to the meeting by NEFEA and the factory representatives, as is practicable;

(ii) finalize all aspects of the specifications;

(iii) discuss and clarify all design details of the Pumper; and

(iv) share information.

(e) At the Preconstruction Meeting, NEFEA will or will cause Spartan to note any changes or clarifications to the Pumper's specification for the creation of a Preconstruction Change Order.

(f) After the Preconstruction Meeting, NEFEA will cause Spartan to create and deliver to each NEFEA and West Haven, a "Spartan Preconstruction Specification," containing the following:

(i) a Spartan Pumper Specification, including the chassis;

(ii) documentation of estimated electrical system voltage and alternator output in amps;

(iii) a preconstruction drawing, which provides top, front, rear, and both sides on a single page; and

(iv) a list of questions from Spartan, if any, that require West Haven's response (i.e., shelf locations, lettering details, etc.) to complete the Final Preconstruction Specification and the Preconstruction Change Order.

(g) West Haven shall provide answers to Spartan's Preconstruction Specification questions, after which NEFEA shall cause Spartan to create and deliver to West Haven:

(i) the Final Preconstruction Specification, which reflect West Haven's responses to the Spartan Preconstruction Specification questions; and

(ii) the Preconstruction Change Order, which details the one or more variances, if any, between the specification portions of the West Haven Pumper Process and Specification and the Final Preconstruction Specification.

(h) The Preconstruction Change Order is effective upon the date of the final signature of West Haven, NEFEA, and Spartan on the Preconstruction Change Order ("Specifications Complete Date").

## **7. Delivery and Liquidated Damages.**

(a) NEFEA shall deliver the Pumper to West Haven's City of West Haven Fire Department—Alltown within three hundred (300) days from the Specifications Complete Date ("Delivery Period").

(b) NEFEA and West Haven recognize that time is of the essence in the performance of this agreement, and that West Haven will incur damages if NEFEA does not deliver the Pumper within the Delivery Period. Because such damages for delay would be difficult and costly to determine, NEFEA and

West Haven agree that as liquidated damages for delay (but not as a penalty), NEFEA shall pay West Haven one hundred dollars (\$100) for each day after the Delivery Period expires until the Pumper is delivered.

**8. Insurance.**

(a) NEFEA states that it and Spartan have purchased:

(i) Commercial General Liability written on an occurrence form with policy limits of not less than three million dollars (\$ 3,000,000) each occurrence and three million dollars (\$ 3,000,000) general aggregate, providing coverage for claims including damages because of bodily injury, sickness, or disease, including occupational sickness or disease, and death of any person;

(ii) Automobile Liability covering vehicles owned by NEFEA and non-owned vehicles used by NEFEA, with policy limits of not less than three million dollars (\$ 3,000,000) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

(b) The insurance required by this agreement is:

(i) achieved through a combination of primary and excess or umbrella liability insurance;

(ii) not excess or umbrella liability insurance that provides narrower coverage than the primary policy;

(iii) not an excess policy that requires the exhaustion of the underlying limits only through the actual payment by the underlying insurers;

(iv) from an insurance company or insurance companies lawfully authorized to issue insurance in Connecticut; and

(v) that which states that West Haven, its councilors, officers, and employees are an additional insured party on both the Commercial General Liability policy and the Automobile Liability policy.

(c) NEFEA shall and shall cause Spartan to maintain the required insurance until the Pumper is delivered and accepted by West Haven.

(d) NEFEA shall provide and shall cause Spartan to provide certificates of insurance acceptable to West Haven evidencing compliance with the requirements in this section at the following times:

(i) upon renewal or replacement of each required policy of insurance; and

(ii) upon West Haven's written request.

(e) NEFEA shall provide evidence that all required insurance, for both it and Spartan, was in full force and effect until the Pumper was delivered and accepted by West Haven as a prerequisite to West Haven's final payment.

**9. Termination.**

West Haven may terminate this contract for any reason without cost or penalty before the Specifications Complete Date ("Pumper Cancellation"). Upon Pumper Cancellation, NEFEA will return to West Haven the Down Payment within thirty (30) days.

**10. Representations.**

(a) NEFEA states that it is a Connecticut licensed Spartan motor vehicle dealer in good standing.

(b) NEFEA states that the NEFEA Quote, though stating it is for Houston-Galveston Area Council (HGAC) contract FS12-19, product offering FS19CCC05, applies to the Sourcewell Purchasing Contract.

(c) NEFEA states that it has not declared bankruptcy or that it is not preparing to start a bankruptcy action.

(d) NEFEA states that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Connecticut or the United States federal government.

(e) NEFEA shall provide immediate written notice to West Haven if these representations change at any time.

**11. Notices.**

The parties shall send any notices provided under this agreement to the parties' respective authorized representatives at the addresses listed below:

City of West Haven  
Attn: Douglas Colter, Grants Administrator  
355 Main Street  
West Haven, CT 06516

With a copy to:

Corporation Counsel  
City of West Haven  
355 Main Street, 3rd Floor  
West Haven, CT 06516

And:

New England Fire Equipment & Apparatus, Corp.  
Attn: James Feehan, President  
10 Stillman Road  
North Haven, CT 06473

**12. Miscellaneous.**

(a) Neither party to this agreement is responsible for a delay or a default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

(b) This agreement is governed by Connecticut law and any litigation arising under this agreement is brought exclusively in and has as its venue the State of Connecticut, county of New Haven. The parties consent to the personal jurisdiction of these courts and waive any objection that such venue is inconvenient or improper.

(c) Headings or titles in this agreement are only for convenience and shall have no meaning or effect upon the interpretation of the provisions of this agreement.

(d) This agreement is the entire agreement between the parties and may not be amended or modified, except by writing, signed by both parties.

(e) If any provision of this agreement is determined to be unenforceable, then the remaining provisions of this agreement are interpreted as if such unenforceable provision were not included.

**13. Counterparts.**

This agreement may be signed in any number of counterparts and by different parties on separate counterparts, each of which when so signed and delivered is an original, but all of which together constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this agreement by facsimile or PDF document is effective as delivery of a manually signed counterpart of this agreement.

*(One or More Signature Pages Follow)*

**14. Signatures**

Each party is signing this agreement on the date stated below that party's signature.

**CITY OF WEST HAVEN**

**NEW ENGLAND FIRE EQUIPMENT &  
APPARATUS, CORP.**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: Nancy R. Rossi

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

Title: Mayor

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

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

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

*APPROVED AS TO AVAILABILITY OF FUNDS:*

Signature: \_\_\_\_\_

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

Title: Comptroller

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

*APPROVED AS TO FORM:*

Signature: \_\_\_\_\_

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

Title: Corporation Counsel

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

**EXHIBIT A: WEST HAVEN PUMPER SPEC CLARIFICATIONS**

West Haven Custom Pumper Proposal Statement of Clarifications, undated, totaling 1 page.

**EXHIBIT B: WEST HAVEN PUMPER PROCESS AND SPECIFICATION**

West Haven process and specification document, untitled and undated, beginning with a provision titled "Quality and Workmanship," totaling 57 pages.



**EXHIBIT C: SPARTAN PUMPER DRAWING**

Smeal/Spartan Fire, LLC drawing, titled "Allington[sic] Fire District/West Haven, CT/  
Model: Side Mount Pumper/Dealership: NEFEA,"  
drawn by D. Brodd, and dated 7/29/2021, totaling 1 page.

**EXHIBIT D: NEFEA PUMPER SPECIFICATION**

NEFEA Pumper Specification, undated, totaling 87 pages.

**EXHIBIT E: NEFEA QUOTE**

NEFEA's letter/price quote to Chief Michael Terenzio of the  
City of West Haven Fire Department—Allingtown,  
dated August 12, 2021.

**AGREEMENT**  
**AXON BODY 3 CAMERAS AND AXON FLEET 3 IN-CAR CAMERAS**

This agreement is between the **West Haven of West Haven**, a Connecticut municipality (“West Haven”), and **Axon Enterprise, Inc.**, a Delaware corporation (“Axon”).

**BACKGROUND**

West Haven is a Member of Sourcewell, a State of Minnesota purchasing cooperative.

On February 25, 2020, under a Sourcewell Cooperative Purchasing Agreement, the State of Minnesota entered into a contract with Axon to purchase the goods and services described in the contract #010720-AXN, a Cooperative Purchasing Agreement. The Cooperative Purchasing Agreement permits its cooperative use by other governmental agencies including West Haven.

City of West Haven Ordinances § 42-14, *Cooperative purchasing*, and § 42-15(D)(2)(b), *City Counsel Approval/Waivers*, permit the City’s Purchasing Agent to join with other units of government in cooperative purchasing plans. West Haven desires to contract with Axon for supplies or services identical, or nearly identical, to the supplies or services Axon is providing other units of government under the Cooperative Purchasing Agreement.

**AGREEMENT**

Therefore, the parties agree as follows:

**1. Agreement Form.**

(a) The following are part of this agreement, and if any discrepancies arise between the documents, they prevail in the following order:

(i) this agreement;

(ii) Sourcewell Contract No. 010720-ANX, dated February 25, 2020, as amended through the date of this agreement, which includes Axon Master Services and Purchasing Agreement (version 13.0), and disregarding the expiration date of the contract (“Cooperative Purchasing Agreement”), attached as Exhibit A; and

(iii) Axon’s Quote Q-304035-44365.036JB, dated June 17, 2021 (“Axon Quote”), attached as Exhibit B.

(b) This agreement serves as West Haven’s Cooperative Purchasing Agreement purchase order.

**2. Agreement Term.**

The term of this agreement is five (5) years.

**3. Scope of Work (SOW).**

Axon shall provide West Haven the supplies and services identified in the Axon Quote.

**4. Compensation.**

(a) Axon agrees to perform all work and provide all equipment pursuant to this agreement for a sum no greater than nine-hundred nine thousand, eight-hundred thirty-three and 30/100 dollars (\$ 909,833.30), as stated in the Axon Quote, broken down as follows:

Year 1	\$ 166,937.30 (AB3 @ \$163,697.30 + Fleet 3 @ \$ 3,240.00 + Spares @ \$ 0.00)
Year 2	\$ 185,724.00
Year 3	\$ 185,724.00
Year 4	\$ 185,724.00
Year 5	\$ 185,724.00

(b) West Haven shall pay Axon within thirty (30) days of receipt of Axon's invoice.

(c) This agreement is subject to the availability of funds and annual appropriations by the City of West Haven.

**5. Notices**

The parties shall send any notices provided under this agreement to the parties' respective authorized representatives at the addresses listed below:

West Haven of West Haven  
c/o Chief Chris Briggs, Police Department  
200 Main Street  
West Haven, CT 06516

With a copy to:

Corporation Counsel  
355 Main Street, 3rd Floor  
West Haven, CT 06516

And:

Axon Enterprise, Inc.  
Attn: Legal  
17800 North 85th Street  
Scottsdale, Arizona 85255

**6. Miscellaneous.**

(a) Any litigation arising under this agreement is brought exclusively in and has as its venue the State of Connecticut. The parties consent to the personal jurisdiction of these courts and waive any objection that such venue is inconvenient or improper.

(b) Headings or titles in this agreement are only for convenience and shall have no meaning or effect upon the interpretation of the provisions of this agreement.

(c) This agreement is the entire agreement between the parties and may not be amended or modified, except by writing, signed by both parties.

(d) If any provision of this agreement is determined to be unenforceable, then the remaining provisions of this agreement are interpreted as if such unenforceable provision were not included.

**7. Signatures**

Each party is signing this agreement on the date stated below that party's signature.

**CITY OF WEST HAVEN**

**AXON ENTERPRISES, INC.**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: Nancy R. Rossi

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

Title: Mayor

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

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

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

*APPROVED AS TO AVAILABILITY OF FUNDS:*

Signature: \_\_\_\_\_

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

Title: Comptroller

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

*APPROVED AS TO FORM:*

Signature: \_\_\_\_\_

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

Title: Corporation Counsel

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

**EXHIBIT A: COOPERATIVE PURCHASING AGREEMENT**

Sourcewell Contract, #010720-AXN, dated February 25, 2020; and  
Sourcewell Contract, #010720-AXN, Amendment #1, dated May 24, 2021,  
which includes Axon Master Services and Purchasing Agreement (version 13.0)

**EXHIBIT B: AXON QUOTE - SCOPE OF WORK (SOW)**

Axon Quote Q-304035-44365.036JB, dated June 17, 2021.



**AGREEMENT  
AXON TASER 7**

This agreement is between the **West Haven of West Haven**, a Connecticut municipality (“West Haven”), and **Axon Enterprise, Inc.**, a Delaware corporation (“Axon”).

**BACKGROUND**

West Haven desires to contract with Axon for supplies for equipment that Axon has provided to West Haven in the past under contract #00007327, dated April 14, 2016, making Axon a sole source provider. City of West Haven Ordinances § 42-15(D)(2)(d), *City Counsel Approval/Waivers*, permit the City’s Purchasing Agent to purchase equipment from a sole source provider.

Axon is providing a credit for the unused portion of the past contract.

**AGREEMENT**

Therefore, the parties agree as follows:

**1. Agreement Form.**

(a) The following are part of this agreement, and if any discrepancies arise between the documents, they prevail in the following order:

(i) this agreement;

(ii) Axon’s Quote Q-302947-44358.857MS, dated June 11, 2021 (“Axon Quote”), attached as Exhibit A; and

(iii) Axon’s *Axon Enterprise, Inc.’s TASER 7 Agreement (Online)*, Version 1.0, dated March 3, 2021 (“Axon Agreement”), attached Exhibit B.

**2. Agreement Term.**

The term of this agreement is five (5) years.

**3. Scope of Work (SOW).**

Axon shall provide West Haven the supplies and services identified in the Axon Quote.

**4. Compensation.**

(a) Axon agrees to perform all work and provide all equipment pursuant to this agreement for a sum no greater than two-hundred-thirty thousand, seven-hundred forty-five and 60/100 dollars (\$ 240,745.40), as stated in the Axon Quote, broken down as follows:

Year 1	\$ 22,094.40
Year 2	\$ 52,160.80
Year 3	\$ 52,160.80
Year 4	\$ 52,160.80
Year 5	\$ 52,160.80

(b) West Haven shall pay Axon within thirty (30) days of receipt of Axon's invoice.

(c) This agreement is subject to the availability of funds and annual appropriations by the City of West Haven.

**5. Notices**

The parties shall send any notices provided under this agreement to the parties' respective authorized representatives at the addresses listed below:

West Haven Police Department  
c/o Chief Chris Briggs, Police Department  
200 Main Street  
West Haven, CT 06516

With a copy to:

Corporation Counsel  
355 Main Street, 3rd Floor  
West Haven, CT 06516

And:

Axon Enterprise, Inc.  
Attn: Legal  
17800 North 85th Street  
Scottsdale, Arizona 85255

**6. Miscellaneous.**

(a) Any litigation arising under this agreement is brought exclusively in and has as its venue the State of Connecticut. The parties consent to the personal jurisdiction of these courts and waive any objection that such venue is inconvenient or improper.

(b) Headings or titles in this agreement are only for convenience and shall have no meaning or effect upon the interpretation of the provisions of this agreement.

(c) This agreement is the entire agreement between the parties and may not be amended or modified, except by writing, signed by both parties.

(d) If any provision of this agreement is determined to be unenforceable, then the remaining provisions of this agreement are interpreted as if such unenforceable provision were not included.

**7. Signatures**

Each party is signing this agreement on the date stated below that party's signature.

**CITY OF WEST HAVEN**

**AXON ENTERPRISES, INC.**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: Nancy R. Rossi

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

Title: Mayor

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

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

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

*APPROVED AS TO AVAILABILITY OF FUNDS:*

Signature: \_\_\_\_\_

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

Title: Comptroller

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

*APPROVED AS TO FORM:*

Signature: \_\_\_\_\_

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

Title: Corporation Counsel

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

**EXHIBIT A: AXON QUOTE**

Quote Q-302947-44358.857MS, dated June 11, 2021.

**EXHIBIT B: AXON AGREEMENT**

*Axon Enterprise, Inc.'s TASER 7 Agreement (Online), Version 1.0, dated March 3, 2021.*

**AGREEMENT  
BY AND BETWEEN THE  
CITY OF WEST HAVEN  
AND  
BLACK & VEATCH CORPORATION  
FOR PROFESSIONAL ENGINEERING SERVICES**

This Agreement, made this \_\_\_\_ day of August, 2021 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 Black & Veatch Corporation, a corporation organized and existing under the laws of the State of Delaware and an engineering firm licensed to practice professional engineering in Connecticut under the provisions of Section 20-306a of the General Statutes of the State of Connecticut, and having a business address of 200 Summit Drive, Burlington, MA 01083 (hereinafter referred to as the “Engineer”).

**ARTICLE 1           CONTROL OF WORK**

The work required hereunder shall be administered on behalf of the City by Abdul Quadir, hereinafter referred to as the “Director.” The Engineer shall follow any and all instructions, reviews, advice, approvals or directives issued by the Director.

**ARTICLE 2           DESCRIPTION OF WORK**

The City hereby engages the Engineer and the Engineer hereby agrees to perform the services outlined in the Engineer’s proposal attached hereto and incorporated herein as **Attachment A**. The Engineer covenants and agrees that it will perform its services under this Agreement in accordance with the standard of care of its profession. The Engineer shall assume full and complete responsibility for the accuracy of all products of its services and that of any subconsultants utilized under this Agreement. The Connecticut Professional Engineer's Seal of each Engineer used to perform services under the terms of this Agreement affixed on the title sheet(s) of all plans and/or documents.

In performing the services required under this Agreement, plans, designs and other documents submitted by the Engineer shall conform to all applicable provisions of Federal, State and local laws and regulations, especially those requirements necessary to obtain funding reimbursements and/or approval of the design documents from governing bodies having authority over the subject project.

In providing the services required under this Agreement, the Engineer shall meet with staff representatives of the City and consult with members and staff of the various departments of the City, and with other persons or entities, including Federal or State officials in accordance with the scope of services (Attachment A).

All plans, drawings and documents prepared by the Engineer pursuant to this Agreement shall be submitted to the City for review and approval. The City shall review materials submitted by the

Engineer within thirty (30) calendar days. In the event the City disapproves of any of the submitted materials, or any portion thereof, or requires additional, modified or substituted material in order to properly review the submission, the Engineer shall revise such disapproved work and submit the revised, additional, modified or substituted materials to the City for its review and approval, which approval shall not be unreasonably withheld. Such revisions shall be performed by the Engineer at its sole cost if the submitted materials are disapproved due to the negligence of the Engineer; or the failure of the Engineer's work to conform to the standards within the profession; or the failure of the Engineer's work to conform to the applicable provisions of federal, state and local laws; or the failure of the Engineer's work to conform to the scope of services described in Attachment A.

All of the project-specific materials prepared by the Engineer under this Agreement, including any partially completed documents, shall be the sole and exclusive property of the City. The Engineer shall label all drawings and documents accordingly.

### **ARTICLE 3                    SITE INVESTIGATION/INFORMATION NOT GUARANTEED**

The City shall provide the Engineer with all information in its possession regarding requirements for the subject project and shall use its best efforts to obtain such other information as is needed by the Engineer in order to perform the services required under this Agreement. If necessary, the City shall assist the Engineer in obtaining any other additional information that the Engineer requires. However, the City shall not be responsible for and shall not warrant the accuracy or content of any of the information or data set forth in the documents that it provides or assists the Engineer in obtaining. The Engineer expressly agrees that it shall make no claim against the City for any alleged damages arising out of the information or data provided or obtained by the City. Notwithstanding the foregoing, the Engineer shall not be liable for defects in its Services which are attributable to defects in the information provided by the City upon which Engineer reasonably relied. If Engineer determines that additional verification of information provided by City is necessary in accordance with the applicable standard of care, the Engineer shall be responsible at its own expense to make all necessary field inspections and to perform such other tasks needed to verify such information provided or obtained by the City.

The City shall provide the Engineer with reasonable access to all areas within the subject project.

### **ARTICLE 4                    CONTRACT AMOUNT**

The City shall compensate the Engineer for the satisfactory performance of the professional services set forth in Article 2 and Attachment A in a total amount not to exceed **Four hundred ten thousand and four hundred seventy-nine dollars (\$410,479) and as further identified in Attachment B.** Reimbursable costs directly related to the Engineer's services shall not be reimbursed by the City without specific prior written approval of the Director.

### **ARTICLE 5                    MONTHLY PAYMENTS**

For engineering services performed under this Agreement, the City shall make monthly payments to the Engineer on the basis of itemized invoices, certified by a principal of the

Engineer, setting forth the services performed and the percentage completion of the subject project that has been accomplished by the services covered by the invoice. The City may, prior to making any payment under this Article, require the Engineer to submit such additional information as is reasonably necessary to substantiate the requested payment. Payment shall be made within 30 days following receipt of invoice.

When the City shall have reasonable grounds for believing that:

- (1) The Engineer will be unable to perform the services required under this Agreement fully, professionally, and satisfactorily within the time fixed for performance; or
- (2) A meritorious claim exists or may exist against the Engineer or the City arising out of the negligent acts, willful misconduct, wanton acts, or errors or omissions of the Engineer, its agents, servants or employees, or the Engineer's breach of any provision of this Agreement;

then the City may withhold payment of any amount otherwise due and payable to the Engineer hereunder. Any amount so withheld may be retained by the City for such period as it may deem advisable to protect the City against any loss and may, after written notice to the Engineer, be applied in satisfaction of any claim herein described. This provision is intended solely for the benefit of the City, and no person shall have any right against the City or claim against the City by reason of the City's failure or refusal to withhold monies. No interest shall be payable by the City on any amounts withheld under this provision. This provision is not intended to limit or in any way prejudice any other right of the City.

## **ARTICLE 6            FINAL PAYMENT**

After completion of all components of the subject project, the Engineer shall submit an invoice for one hundred percent (100%) completion of the engineering services under this Agreement. Compensation previously paid shall be adjusted to reflect additions or deductions based upon final accounting of all invoices for work performed in accordance with this Agreement. Acceptance by the Engineer of final payment for the services performed under this Agreement shall constitute the Engineer's full and complete release of the City, its officers and agents, of all claims, demands and liabilities related to this Agreement.

## **ARTICLE 7            TIME FOR COMPLETION**

The Engineer shall not commence performance of any services, nor shall it incur any charges in connection therewith, until such time as it receives written authorization from the Director to do so. Upon receipt of such notice to proceed, the Engineer shall immediately commence work and diligently perform same. This Agreement shall remain in full force and effect, unless earlier terminated, until the documents prepared under this Agreement have been accepted by the City, which acceptance shall not be unreasonably withheld.

The Engineer shall complete the services to be performed under Article 2 and Attachment A in accordance to agreed upon schedule. The City shall, by a signed written statement, extend the



time for performance of the services hereunder when the work has been delayed for reasons beyond the control of the Engineer.

**ARTICLE 8            Not used**

**ARTICLE 9            CHANGES TO THE WORK**

The City may, from time to time, request changes in the scope of services to be performed by the Engineer hereunder. Any such change, including any increase or decrease in the services to be performed and the corresponding amount of compensation to be paid therefor shall be mutually agreed upon by and between the City and the Engineer, and shall be incorporated in a written amendment to this Agreement signed by both parties.

Additional services beyond the scope of this Agreement shall be performed by the Engineer only with the prior written authorization of the Director. In the event the Engineer does not obtain permission of the Director for any additional service, the City shall not be liable to the Engineer for the cost of any such service.

The Engineer agrees that, should the scope of the services under this Agreement be reduced, such reduction will be reflected in a commensurate reduction of the compensation paid to the Engineer hereunder.

**ARTICLE 10          DOCUMENT RETENTION**

The Engineer agrees that it shall preserve all of its records and accounts concerning the performance and implementation of this Agreement for a period of four (4) years after final payment is made under this Agreement. If any litigation, claim or audit, directly or indirectly pertaining to the subject project or the Engineer's services in connection therewith, is started before the expiration of the four (4) year period, the records shall be retained until all litigations, claims or audit findings involving the records have been finally resolved.

**ARTICLE 11          DISPUTE RESOLUTION**

If the Engineer encounters a situation for which it believes it is due additional compensation, the Engineer 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 Engineer 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 Engineer'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 Engineer 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 12            TERMINATION OR SUSPENSION**

The City may at any time, and for any reason, direct the discontinuance of the services contemplated under this Agreement for a period of time. Such direction shall be in writing and shall specify the period during which the services shall be discontinued. The services shall be resumed on the dates specified in such direction, or upon such other date as the City may thereafter specify in writing.

The period during which such services shall have been discontinued shall be deemed added to the time for performance. In the event that the City directs the discontinuance of the services hereunder for a period of time in excess of one (1) year, through no fault of the Engineer, the parties may negotiate an adjustment in the fees payable hereunder due to a rise in the cost of performance. Discontinuance of services under this Article shall not give rise to any claim against the City.

The City may at any time and for any reason terminate this Agreement 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 Engineer for the portion of the services satisfactorily performed prior to termination plus direct costs incident to the termination. Such amount shall be fixed by the City after consultation with the Engineer. Termination under this section shall not give rise to any claim against the City for damages or for compensation in addition to that provided hereunder.

In the event that the City determines that there has been a material breach by the Engineer of any of the terms of this Agreement, or that the Engineer refuses or has failed to perform the required services or any part thereof in a timely, professional and diligent manner as will insure its completion in accordance with the requirements hereof, the City has the right, power and authority to terminate this Agreement for cause upon providing the Engineer three (3) days written notice. By the terms of this Agreement, the City shall provide the Engineer with the opportunity to cure the breach before the termination becomes effective. In the event the City terminates the Agreement for cause, the Engineer shall be obligated to pay the City for any losses, damages, costs and expenses, including attorneys' fees, sustained or incurred thereby.

For the purpose of completing the subject project, the City may take possession of and use or cause to be used any and all documents, plans and specifications or other items that may have been used or drawn up in connection with the performance of this Agreement. This right is in addition to any other right or remedy the City may otherwise have.

In the event of a termination for cause, all costs, expenses, losses, damages, attorneys' fees, and any and all other charges incurred by the City under this Agreement shall be charged to the Engineer and deducted and/or paid by the City out of any monies due or payable or to become due or payable under this Agreement to the Engineer. If any such costs shall exceed the sum due or to become due to the Engineer, the Engineer shall pay the excess amount to the City. In computing the amounts chargeable to the Engineer, the City shall not be held to a basis of the lowest prices for which the completion of the services or any part thereof, but it shall charge to the Engineer, and the Engineer shall be liable for all sums actually paid or expenses actually incurred in affecting prompt completion of the subject project hereunder subject to the City's obligations to mitigate damages. The City's rights described herein are in addition to any other rights and remedies provided by law.

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

#### **ARTICLE 13            INDEMNIFICATION**

The Engineer shall indemnify, defend and hold harmless the City, its officers, agents, servants and employees, from and against any and all claims, demands, suits, proceedings, liabilities, judgments, losses, costs or damages, including reasonable attorneys' fees to the extent caused by the negligent acts or omissions of the Engineer, its employees, representatives, agents, or subconsultants, in connection with the performance of or the failure to perform the services under this Agreement including any amendments and supplements hereto. The provisions of this paragraph shall survive the expiration or early termination of this Agreement; shall be separate and independent of any other term or provision of this Agreement; and shall not be limited by reason of any insurance coverage.

The failure of the plans, designs or documents to conform to applicable laws, regulations and professional standards shall be considered negligence on the part of and a breach by the Engineer for purposes of this Agreement.

#### **ARTICLE 14            INSURANCE**

Prior to commencing any services hereunder, the Engineer shall secure at its own cost and expense, insurance coverage in the amounts and of the types listed below. Such insurance coverage shall be maintained continuously as is commercially available until the completion of the Engineer's services hereunder, except in the case of Errors and Omissions coverage which shall be maintained for three (3) years after final completion.

**General Commercial Liability Insurance.** The Engineer shall, with respect to the operations the Engineer performs under the terms of this Agreement and also those performed for it by subconsultants, carry for the duration of this Agreement and any supplements thereto, with the City being named as an additional insured party, the following liability insurance coverage. Said coverage is to be provided by an insurance company or companies satisfactory to the City. Each insurance policy shall state that the insuring company shall agree to investigate and defend the insured against all claims for damages, even if groundless.

Commercial General Liability insurance providing for a total limit of One Million Dollars (\$1,000,000.00) for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence and aggregate, and for all damages arising out of injury to or destruction of property in any one accident or occurrence.

The operation of all motor vehicles, including those hired or borrowed, used in connection with this Agreement shall be covered by Automobile Liability Insurance in the following amounts: Insurance providing for a total limit of One Million Dollars (\$1,000,000.00) for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence and aggregate, and for all damages arising out of injury to or destruction of property in any one accident or occurrence.

**Valuable Papers Insurance.** The Engineer shall secure and maintain until the complete design has been accepted by the City, and until all original tracings, design computations, survey data, and other documents or data have been returned by the City, a Valuable Papers insurance policy to assure the City that all records, papers, maps, statistics, survey notes, all tracings, design and other data or documents related to the subject project will be reestablished, recreated or restored if made unavailable by fire, theft, or any other cause. When survey data is furnished by the City, the Engineer shall retain in its possession duplications of all survey plans and field notes.

The Engineer shall retain in its possession duplications of all products of its services under this Agreement if and when it is necessary for the originals to be removed from its possession during the time that this policy is in force. This policy shall provide coverage in the amount of Seventy-five Thousand Dollars (\$75,000.00) when the insured items are in the Engineer's possession and in the amount of Twenty Thousand Dollars (\$20,000.00) regardless of the physical location of the insured items.

**Errors and Omissions.** The Engineer shall carry Errors and Omissions Insurance (Professional Liability Insurance) protecting against liability for work performed during the course of this Agreement in the sum of Five Hundred Thousand Dollars (\$500,000.00) per claim and in the annual aggregate. Said policy shall remain in full force and effect from the date of this Agreement for a period of three (3) years after the work has been accepted by the City or, if this Agreement is amended to include additional work to be performed by the Engineer, for three (3) years following the acceptance of the completed design or any other work called for by such Amendment, subject to the continued commercial availability of such insurance. It is understood that the amount of coverage and period of coverage for this Project under such insurance policy may not be changed, except upon the prior written approval of the City.

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.

All insurance shall be taken out and maintained at no cost or expense to the City and the Engineer shall be responsible for the full amount of any deductible.

It is understood that the above insurance may not include standard liability coverage for pollution and/or environmental impairment. However, the Engineer agrees to acquire and maintain pollution and environmental impairment coverage as part of this Professional Liability Insurance if such insurance is applicable to the services to be performed by the Engineer under this Agreement, as soon as such coverage is available.

Failure of the Engineer to maintain insurance coverage in accordance with the terms of the Agreement shall not relieve the Engineer of its obligation to defend and indemnify the City from any and all claims arising out of the any act or omission of the Engineer.

#### **ARTICLE 15            SUBCONTRACTING**

The Engineer shall not subcontract any of the services to be performed by it under this Agreement without the express prior written approval of the Director, which approval shall not be unreasonably withheld.

In the event that the City approves of the hiring of subconsultants, the Engineer shall be as fully responsible to the City for the acts and omissions of the subconsultants as it is for the acts and omissions of its direct employees and shall require any subconsultants approved by the City to agree in its contract to observe and be bound by all obligations and conditions of this Agreement to which the Engineer is bound.

#### **ARTICLE 16            SEVERABILITY**

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.

#### **ARTICLE 17            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 18           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 19           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 20           CORPORATE RESOLUTION**

The Engineer represents to the City as follows:

That the Engineer 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 Engineer has the financial resources to complete the work required by this Agreement;

That the Engineer 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.

**ARTICLE 21           ESTIMATES OF CONSTRUCTION COST**

Since Engineer has no control over the cost of labor, materials, or equipment furnished by others, or over the resources provided by others to meet project schedules, Engineer's opinion of probable costs and of project schedules shall be made on the basis of experience and qualifications as a professional engineer. Engineer does not guarantee that proposals, bids, or actual project costs will not vary from Engineer's cost estimates or that actual schedules will not vary from Engineer's projected schedules.

**IN WITNESS WHEREOF**, the City and the Engineer have duly executed this agreement on the day and year first above written.


Signed and Delivered  
in the Presence of:


**CITY OF WEST HAVEN**

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

By: \_\_\_\_\_  
Nancy R. Rossi  
Its Mayor  
Duly Authorized

**BLACK & VEATCH CORPORATION**

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

By:  \_\_\_\_\_  
Brent M. Reuss  
Its Senior Vice President  
Duly Authorized

APPROVED AS TO AVAILABILITY OF FUNDS:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Comptroller

APPROVED AS TO FORM:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Corporation Counsel

Rev. 08/03/2021

**CITY OF WEST HAVEN**  
**CONTAINER MSW SERVICES: SOLICITATION # 2021-22**

This agreement is between **CITY OF WEST HAVEN**, a Connecticut municipality (“City”), and **ALL AMERICAN WASTE, LLC**, a Connecticut limited liability company (“Contractor”).

**BACKGROUND**

City provides for municipal solid waste (MSW) collection within the City of West Haven’s boundaries and delivers this waste, or causes this waste to be delivered, to one or more City designated disposal sites. City issued Solicitation # 2021-22, for *Container MSW Services*, on September 13, 2021, which included the West Haven School Schedule for 2021-2022; Appendix A, *Container List*; and Addendum No. 1, issued on September 21, 2021; totaling 43 pages (“Solicitation”), attached as Exhibit B.

Contractor responded to City’s Solicitation on September 24, 2021, totaling 50 pages (“Bid”), attached as Exhibit C, and City selected Contractor as the winning bidder.

Therefore, the parties agree as follows:

**1. DOCUMENTS**

In addition to this document, the following documents constitute part of this contract: (i) City’s Solicitation, and (ii) Contractor’s Bid. If there is a conflict between any two provisions in the documents that constitute this contract, the provision that governs is: (i) the one in this document and its amendments, and then (ii) that which first appears in the documents listed in this paragraph, in the order listed.

Some terms and provisions found in the Solicitation and Bid documents are repeated in this agreement for reference, convenience, and where written, clarification or expansion. The absence of a term, statement (representation), or provision found in the Solicitation or Bid documents that is not listed in this document remains in full force and effect.

**2. SCOPE OF WORK**

(a) The Scope of Work is set forth in the Solicitation’s Bid Specific Information, Section 2, *Specifications*, and the Solicitation’s Addendum No. 1, excluding, as stated in Contractor’s Bid Attachment F, the reference in Solicitation Attachment E, *Proposal Cost*, “Residential Collection Service,” which called for weekly collection of all residential dwellings of one to four family units and the four unspecified condominium complexes.

(b) Container List is found in Exhibit A, attached, which supersedes the Container List in the Solicitation and the Bid, and which lists the complex, location, number of containers, waste stream, container type, container size, and service frequency per week, and other information.

(c) City may add, delete, or change Container List in a written notice to Contractor and Contractor will adjust its performance and billing accordingly, except City may not reduce the Scope of Work and provide the reduced Scope of Work to another City contractor, unless the reduced Scope of Work is related to composting.

(d) Contractor shall perform the work required by the Scope of Work at the Pricing of this agreement commencing October 1, 2021, and during the Term.

(e) Solicitation’s Bid Specification Information, Section 2.3.2, *Method of Disposal*, is hereby deleted in its entirety.



### **3. PRICING**

(a) Pricing is found in Contractor's Bid in Appendix A, on the forms titled *MSW Container Price List* and *Open Top Roll Off Container Contract*.

(b) The pricing provided for the optional third year is set in in Contractor's Bid in Appendix A, on the forms titled *MSW Container Price List* and *Open Top Roll Off Container Contract*.

### **4. TERM**

(a) The term of this agreement is found in the Solicitation's Bid Specific Information, Section 2.2.26, *Term*. This agreement terminates September 30, 2023, unless the term is otherwise shortened or extended by the operation of this agreement.

(b) City may notify Contractor of its intent to exercise its option to extend this contract for the option year, in writing, at least sixty (60) days prior to the end of the Term.

### **5. TERMINATION**

Termination is found in the Solicitation's Bid Specific Information, Section 2.2.34, *Cancellation of the Contract(s)*.

### **6. DISPUTES**

(a) Disputes are resolved in in accordance with the Solicitation's Bid Specific Information, Section 2.2.32, *Disagreements*.

(b) Upon an event of default, the non-defaulting party may seek all remedies available to it, whether at law or in equity.

(c) Except as otherwise expressly provided herein, neither party will have any liability under this agreement for punitive damages.

### **7. LIQUIDATED DAMAGES**

Liquidated Damages is found in the Solicitation's Bid Specific Information, Section 2.2.31, *Liquidated Damages and Civil Penalties as to Certain Types of Breach of MSW Collection Services*, where references to "page 10" mean the 10th page of the Bid Specification Information (including the cover), which is page 18 of the Solicitation.

### **8. INSURANCE**

Insurance requirements are found in the Solicitation's Bid Specific Information, Section 2.2.28, *Insurance*, and Solicitation Attachment C, and acknowledged in Contractor's Bid.

### **9. INDEMNITY**

Indemnification is found in the Solicitation's Bid Specific Information, Section 2.2.29, *Indemnification*, and Solicitation Attachment D.

### **10. MODIFICATIONS**

Unless otherwise permitted by this agreement, the parties shall only amend or modify to this agreement with a written agreement signed by both parties.

### **11. INDEPENDENT CONTRACTOR**

Contractor is not acting as the agent for City in connection with the performance of any services provided or contemplated by this agreement. All persons employed or contracted with by Contractor

are its employees and contractors and not the employees or contractors of City in any respect due solely to their employment by Contractor

**12. TRANSFER**

Except with the prior written consent of City, Contractor shall not transfer, including by merger (whether Contractor is the surviving or disappearing entity), consolidation, dissolution, or operation of law: (1) any discretion granted it under this agreement; (2) any right that it has to satisfy a condition under this agreement; (3) any remedy that it has under this agreement; or (4) any obligation imposed on it under this agreement. Any purported transfer in violation of this provision is void.

**13. SIGNATURES**

Each party is signing this agreement on the date stated opposite that party's signature. This contract will become effective when both parties have signed it. The date of this contract will be the date this contract is signed by the last party to sign it.

**ALL AMERICAN WASTE, LLC**

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

By:

Its:

**CITY OF WEST HAVEN**

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

Nancy R. Rossi, Mayor

*INTERNAL CITY APPROVALS*

*Approved as to Availability of Funds:*

\_\_\_\_\_ Date: \_\_\_\_\_  
Director of Finance

*Approved as to Form:*

\_\_\_\_\_ Date: \_\_\_\_\_  
Corporation Counsel

**EXHIBIT A**  
**CONTAINER LIST**

Complex		Location	No. of Containers	Waste Stream	Container Type	Container Size	Service Frequency Per Week
West Haven High School	BOE	1 Circle Street	1	MSW	FL	8	2 per week (M & F)
	BOE		1	MSW	Compactor	34 yard	Every 2 weeks (T)
	BOE		1	SSR	FL	8	5 per week (M,T,W,R,F)
Bennett Ice Rink	BOE	1 Circle Street	1	MSW	FL	6	3 per week (M,W,F)
Savin Rock School	BOE	50 Park St	1	MSW	FL	8	5 per week (M,T,W,R,F)
	BOE		1	SSR	FL	4	2 per week (M & R)
Mackrille Elem. School	BOE	806 Jones Hill Road	1	MSW	FL	6	4 per week (M,T,R,F)
	BOE		1	SSR	FL	4	2 per week (M & R)
Forest Elementary School	BOE	95 Burwell St	1	MSW	FL	6	5 per week (M,T,W,R,F)
	BOE		1	SSR	FL	8	2 per week (M & R)
Seth Haley School	BOE	146 South St	2	MSW	FL	8	2 per week (M & R)
	BOE		1	SSR	FL	4	2 per week (M & R)
Molloy Elem. School	BOE	255 Meloy Rd	1	MSW	FL	8	4 per week (M,T,R,F)
	BOE		1	SSR	FL	4	2 per week (M & R)
Pagels Elem. School	BOE	26 Benham Hill Rd	2	MSW	FL	6	4 per week (M,W,R,F)
	BOE		1	SSR	FL	4	2 per week (M & R)
Washington Elem. School	BOE	369 Washington Ave	1	MSW	FL	8	3 per week (M,W,F)
	BOE		1	SSR	FL	4	2 per week (M & R)
Bailey Middle School	BOE	106 Morgan Ln	2	MSW	FL	8	5 per week (M,T,W,R,F)
	BOE		1	SSR	FL	6	2 per week (M & R)
Carrigan Middle School	BOE	2 Tetlow Street	2	MSW	FL	8	5 per week (M,T,W,R,F)
	BOE		1	SSR	FL	4	2 per week (M & R)
Ken Strong Athletic Complex	BOE	1 Circle Street	1	MSW	FL	6	2 per week (M & R)
	BOE		1	MSW	FL	8	2 per week (M & R)
Central Garage	City	1 Collis Street	1	MSW	FL	8	1 per week (T)
	City		1	MSW	FL	6	As needed
	City		1	MSW	RO	30	As needed
City Hall	City	355 Main Street	1	MSW	FL	6	5 per week (M,T,W,R,F)
Johnson Community Center	City	202 Noble Street	1	MSW	FL	8	5 per week (M,T,W,R,F)
	City		1	SSR	FL	4	Every 2 weeks (R)
Painter Park	City	Kelsey Ave	1	MSW	FL	8	2 per week (M & R)
Animal Shelter	City	1 Collis Street	1	MSW	FL	4	2 per week (M & R)
Police Station	City	200 Saw Mill Road	1	MSW	FL	6	3 per week (M,W,F)
Compost Pile	City	Kimberly St	1	MSW	FL	6	As needed
Veterans Museum	City	30 Hood Terrace	1	MSW	FL	8	As needed
John Prete Housing	City	1187 Campbell Ave	2	MSW	FLVIP*	2	1 per week (T)
Gull Beach	City	920 Ocean Ave	2	MSW	FL	2	1 per week (W)
Bayview	City	27 Bayview Place	1	MSW	FL	4	1 per week (W)

Complex		Location	No. of Containers	Waste Stream	Container Type	Container Size	Service Frequency Per Week
Blue Rock Knoll	City	175 W Spring St	1	MSW	FL	4	1 per week (T)
Hillcrest West	City	161 W Spring St	1	MSW	FL	8	1 per week (T)
Hillside Hollow West	City	31 Meloy Rd	1	MSW	FL	4	1 per week (F)
Knight Elms	City	95 Elm St	1	MSW	FL	4	1 per week (W)
Mainview	City	204 Main St	1	MSW	FL	6	1 per week (W)
Northwoods	City	40 Plainfield Ave	1	MSW	FL	4	1 per week (R)
Orange Village	City	149 Canton St	1	MSW	FL	6	1 per week (F)
Sandcastle	City	1 Peck Ave	1	MSW	FL	4	1 per week (W)
Savin Green	City	678 Savin Ave	1	MSW	FL	4	1 per week (R)
Terrace Court	City	260 Terrace Ave	1	MSW	FL	4	1 per week (T)
The Oaks	City	79 Claudia Drive	4	MSW	FL	6	1 per week (F)
York Hill	City	28 York St	1	MSW	FL	4	1 per week (T)
Alling Glen	City	14 Herman St	1	MSW	FL	6	1 per week (T)
Brentwood	City	40 Knox St	3	MSW	FL	6	1 per week (F)
Captains Walk	City	269 Capt Thomas Blvd	1	MSW	FL	6	1 per week (W)
Clifton Court	City	782 First Ave	2	MSW	FL	6	1 per week (T)
Colonial Ridge	City	1014 Campbell Ave	1	MSW	FL	6	1 per week (T)
Crest Hill	City	40 Crest St	1	MSW	FL	6	1 per week (T)
Crestway Court	City	15 Crest St	1	MSW	FL	8	1 per week (T)
	City		1	MSW	FL	6	1 per week (T)
Elm Commons	City	392 Elm St	2	MSW	FL	6	1 per week (R)
Spring Gardens / Glen Oaks	City	49 Glade St	2	MSW	FL	6	1 per week (F)
Griswald Commons	City	484 First Ave	1	MSW	FL	6	1 per week (W)
Greta Court	City	76 Greta Court	3	MSW	FL	6	1 per week (T)
	City		1	MSW	FL	4	1 per week (T)
Harborview	City	140 Capt Thomas Blvd	2	MSW	FL	6	1 per week (W)
Mallard Brook	City	89 Coleman St	4	MSW	FL	6	1 per week (F)
	City		2	MSW	FL	4	1 per week (F)
	City		2	MSW	FL	8	1 per week (F)
Oceanview	City	375 Capt Thomas Blvd	3	MSW	FL	6	1 per week (W)
	City		1	MSW	FL	8	1 per week (W)
Orange Blossom	City	215 Jaffrey Street	2	MSW	FL	6	1 per week (F)
Orange Crest	City	60 Plainfield Ave	2	MSW	FL	4	1 per week (R)
	City		1	MSW	FL	8	1 per week (R)
Orange Landing	City	153 Bull Hill Ln	3	MSW	FL	6	1 per week (F)
	City		2	MSW	FL	8	1 per week (F)
	City		1	MSW	FL	4	1 per week (F)
Orchard Hill	City	309 Terrace Ave	2	MSW	FL	8	1 per week (T)
Savin Beach	City	215 Beach St	1	MSW	FL	8	1 per week (T)
Savin Harbor	City	350 Savin Ave	2	MSW	FL	8	1 per week (T)
Savin Park	City	266 Savin Ave	5	MSW	FL	6	1 per week (W)

Complex		Location	No. of Containers	Waste Stream	Container Type	Container Size	Service Frequency Per Week
Savin Rock (West Rock)	City	105 West Walk	4	MSW	FL	6	1 per week (F)
Spring Height	Housing	15 Glade St	2	MSW	FL	6	1 per week (T)
			4	MSW	FL	8	1 per week (T)
Westbrook / Spring Oaks	City	317 W Spring St	4	MSW	FL	6	1 per week (F)
Terrace Heights	City	2 Treat St	2	MSW	FL	6	1 per week (M)
Union Park	City	213 Union Ave	1	MSW	FL	2	1 per week (W)
Captain Thomas	City	285 Savin Ave	1	MSW	FL	8	1 per week (W)
Morrisey Manor	Housing	15 Bayshore Dr	4	MSW	FL	4	1 per week (W)
			1	MSW	FL	6	1 per week (W)
			1	MSW	FL	8	As needed
Union School Apts	Housing	174 Center St	1	MSW	FL	8	1 per week (W)
Surfside 200	Housing	200 Oak St	2	MSW	FLVIP*	2	1 per week (M)
South Breeze	City	440 W Spring St	1	MSW	FL	6	1 per week (F)
Savin Rock Conference Ctr	City	Capt Thomas Blvd	1	MSW	RO	20	As needed
Compost Pile	City	Kimberly Ave	1	MSW	RO	30	As needed
Public Works Building	City	20 Helm St	1	MSW	RO	30	As needed

All equipment owned by All American Waste except where noted with an '\*'.

Reply all Delete Junk Block sender ...

## West Haven - Beach Sand at Ocean Ave & Lake Street

MS Michael Sutyla <MSutyla@watersconst.com>  
 Fri 4/1/2022 4:27 PM  
 To: Abdul Quadir

Reply Reply all Forward ...

Abdul,

As discussed the following pricing reflects the scope of work to deliver, place and grade 3400TNS of Haynes supplied beach sand in accordance with the work plan supplied to CDOT for the encroachment permit and the DEEP Permit and the De Minimis supplemental permit.

Upon review of the encroachment permit we are restricted to delivering sand through the guardrail access between the hours of 0830 and 1600 only. Based on this we expect the work to take 7 working days.

The following pricing options are for presentation purposes to you for your review. Upon review of the work and the restrictions of the encroachment permit costs increased based on the following:

1. The delivered material price increased approx. 22% due to fuel price increases
2. Due to access, the placement of the sand required an additional machine and operator
3. To comply with the encroachment permit for access we had to add an additional machine (operated by 1 of the 2 operators), materials for the traffic array and time
4. The access reduced the overall production
5. The access reduced our working hours to 7.5HRS (This time includes moving the traffic array and barriers at the beginning and end of shift)

For your review and discussion, I have provided the following two options for pricing:

### Option 1:

Hold the original contract unit prices for the beach sand and traffic police and ADD a Lump Sum Item for ACCESS. The ACCESS item will carry the reduced production, added labor, equipment and materials for both the access and beach sand.

\$91,000 - Access Guardrail & Move Traffic Array  
 \$33.50/TN - Beach Sand Delivered and Installed  
 \$120.00/HR - Traffic Police

### Option 2:

Increase the beach sand unit price to include the added costs as summarized above.

\$38,000 - Access Guardrail & Move Traffic Array  
 \$49.00/TN - Beach Sand Delivered and Installed  
 \$123.00/HR - Traffic Police

**PLEASE NOTE: No costs for surveying were included in the pricing.**

Again, we found significant cost increases due to the items listed above. Please review these options and I will be available to discuss further.

Regards,

Michael G. Sutyla, P.E.  
 Waters Construction Co., Inc.  
 Project Manager  
 300 Bostwick Ave  
 Bridgeport, CT 06605  
 203-915-7866 (Mobile)  
[msutyla@watersconst.com](mailto:msutyla@watersconst.com)  
[www.watersconst.com](http://www.watersconst.com)



AA/EOE

# CONTRACT FOR CONSTRUCTION OF A SMALL PROJECT

This contract is between the City of West Haven, a Connecticut municipal corporation (Owner), and Waters Construction Co., Inc., a Connecticut stock corporation (Contractor).

Owner and Contractor agree as follows:

## ARTICLE 1 - THE WORK

### 1.01 Work

- A. Work includes all labor, materials, equipment, services, and documentation necessary to construct the Project defined herein. The Work may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
- B. The Contractor shall complete all Work as specified or indicated in the Contract Documents. The Project is generally described as follows:
  - 1. Savin Rock Beach Sand Nourishment Project, which includes construction services to place beach sand on Savin Rock Beach in West Haven, Connecticut. It is anticipated that approximately 18,500 tons of sand will be placed on the beach.
  - 2. The Site of the Work includes property, easements, and designated work areas described in greater detail in the Contract Documents but generally located at Savin Rock Beach.

## ARTICLE 2 - CONTRACT DOCUMENTS

### 2.01 Intent of Contract Documents

- A. It is the intent of the Contract Documents to describe a functionally complete project. This Contract supersedes prior negotiations, representations, and agreements, whether written or oral. The Contract Documents are complementary; what is required by one part of the Contract Documents is as binding as if required by other parts of the Contract Documents.
- B. During the performance of the Work and until final payment, Contractor and Owner shall submit all matters in question concerning the requirements of the Contract Documents, or relating to the acceptability of the Work under the Contract Documents to the Engineer. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.
- C. Engineer will render a written clarification, interpretation, or decision on the issue submitted, or initiate a modification to the Contract Documents.
- D. Contractor, and its subcontractors and suppliers, shall not have or acquire any title to or ownership rights to any of the Drawings, Specifications, or other documents (including copies or electronic media editions) prepared by Engineer or its consultants.

### 2.02 Contract Documents Defined

- A. The Contract Documents consist of the following documents:
  - 1. This Contract.

2. Performance bond.
3. Payment bond.
4. Specifications listed in the ITB.
5. Drawings as listed in the ITB.
6. Exhibits to this Contract (enumerated as follows):
  - a. *Owner's Invitation to Bid*, Solicitation #2021-22, undated with a submission date of October 14, 2021, totaling 54 pages, amended by *Addendum No. 1*, dated October 5, 2021, totaling 11 pages (ITB), collectively totaling 65 pages, attached as Exhibit A.
  - b. *Contractor's Proposal Sheet* and related submissions, signed and dated October 14, 2021, totaling 11 pages (Contractor's Bid), attached as Exhibit B.
7. The following which may be delivered or issued on or after the Effective Date of the Contract:
  - a. Work Change Directives (EJCDC C-940).
  - b. Change Orders (EJCDC C-941).
  - c. Field Orders.

### ARTICLE 3 - ENGINEER

#### 3.01 Engineer

- A. The Engineer for this Project is Abdul Quadir, City Engineer, City of West Haven.

### ARTICLE 4 - CONTRACT TIMES

#### 4.01 Contract Times

- A. The Work will be substantially completed within 45 days after the Effective Date of the Contract and completed and ready for final payment within 90 days after the Effective Date of the Contract.

#### 4.02 Delays in Contractor's Progress

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor or their subcontractors or suppliers.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times.



- D. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor or Contractor's subcontractors or suppliers.

4.03 Progress Schedules

- A. Contractor shall develop a progress schedule and submit to the Engineer for review and comment before starting Work on the Site. The Contractor shall modify the schedule in accordance with the comments provided by the Engineer.
- B. The Contractor shall update and submit the progress schedule to the Engineer each month. The Owner may withhold payment if the Contractor fails to submit the schedule.

**ARTICLE 5 - CONTRACT PRICE**

5.01 Payment

- A. Owner shall pay Contractor in accordance with the Contract Documents, including the unit prices listed in Contractor's Bid on the Quote Sheet, the amount of \$639,450.00, for all Work.

**ARTICLE 6 - BONDS AND INSURANCE**

6.01 Bonds

- A. Before starting Work, Contractor shall furnish a performance bond and a payment bond from surety companies that are duly licensed or authorized to issue bonds in the required amounts in the jurisdiction in which the Project is located. Each bond shall be in an amount equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until the completion of the correction period specified in Paragraph 7.12 but, in any case, not less than one year after the date when final payment becomes due.

6.02 Insurance

- A. Before starting Work, Contractor shall furnish evidence of insurance from companies that are duly licensed or authorized in the jurisdiction in which the Project is located with a minimum AM Best rating of A-VII or better. Contractor shall provide insurance in accordance with the following:
  - 1. Contractor shall provide coverage for not less than the following amounts, or greater where required by Laws and Regulations:
    - a. Workers' Compensation:

State:	Statutory
Employer's Liability:	
Bodily Injury, each Accident	\$ 1,000,000
Bodily Injury by Disease, each Employee	\$ _____
Bodily Injury/Disease Aggregate	\$ _____

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b. Commercial General Liability:

General Aggregate each occurrence C.S.L.	\$ 1,000,000
Products - Completed Operations Aggregate	\$ _____
Personal and Advertising Injury	\$ 1,000,000
Each Occurrence (Bodily Injury and Property Damage)	\$ 1,000,000

c. Automobile Liability herein:

Bodily Injury:

Each Person	\$ _____
Each Accident	\$ 1,000,000

Property Damage:

Each Accident	\$ _____
Combined Single Limit of:	\$ _____

d. Excess or Umbrella Liability:

Per Occurrence	\$ 2,000,000
General Aggregate	\$ _____

- B. All insurance policies required to be purchased and maintained will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the insured and additional insured.
- C. Automobile liability insurance provided by Contractor shall provide coverage against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.
- D. Contractor's commercial general liability policy shall be written on a 1996 or later ISO commercial general liability occurrence form and include the following coverages and endorsements:
1. Products and completed operations coverage maintained for three years after final payment;
  2. Blanket contractual liability coverage to the extent permitted by law;
  3. Broad form property damage coverage; and
  4. Severability of interest; underground, explosion, and collapse coverage; personal injury coverage.
- E. The Contractor's commercial general liability and automobile liability, umbrella or excess, and pollution liability policies shall include and list Owner and Engineer and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each as additional insureds; and the insurance afforded to these additional insureds shall

provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis.

1. Additional insured endorsements will include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.
- F. Umbrella or excess liability insurance shall be written over the underlying employer's liability, commercial general liability, and automobile liability insurance. Subject to industry-standard exclusions, the coverage afforded shall be procured on a "follow the form" basis as to each of the underlying policies. Contractor may demonstrate to Owner that Contractor has met the combined limits of insurance (underlying policy plus applicable umbrella) specified for employer's liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policies and an umbrella or excess liability policy.
- G. The Contractor shall provide property insurance covering physical loss or damage during construction to structures, materials, fixtures, and equipment, including those materials, fixtures, or equipment in storage or transit.
- H. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 15.

## ARTICLE 7 - CONTRACTOR'S RESPONSIBILITIES

### 7.01 Supervision and Superintendence

- A. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, safety, and procedures of construction.
- B. Contractor shall assign a competent resident superintendent who is to be present at all times during the execution of the Work. This resident superintendent shall not be replaced without written notice to and approval by the Owner and Engineer except under extraordinary circumstances.
- C. Contractor shall at all times maintain good discipline and order at the Site.
- D. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday.

### 7.02 Other Work at the Site

- A. In addition to and apart from the Work of the Contractor, other work may occur at or adjacent to the Site. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.

7.03 Services, Materials, and Equipment

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work shall be new, of good quality and shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable supplier, except as otherwise may be provided in the Contract Documents.

7.04 Subcontractors and Suppliers

- A. Contractor may retain subcontractors and suppliers for the performance of parts of the Work. Such subcontractors and suppliers must be acceptable to Owner.

7.05 Quality Management

- A. Contractor is fully responsible for the managing quality to ensure Work is completed in accordance with the Contract Documents.

7.06 Licenses, Fees and Permits

- A. Contractor shall pay all license fees and royalties and assume all costs incident to performing the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others.
- B. Contractor shall obtain and pay for all construction permits and licenses unless otherwise provided in the Contract Documents.

7.07 Laws, Regulations, and Ordinances; Taxes

- A. Contractor shall give all notices required by and shall comply with all local, state, and federal Laws, Regulations, and Ordinances applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws, Regulations, and Ordinances, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws, Regulations, or Ordinances.
- B. Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages if Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws, Regulations, or Ordinances.
- C. Contractor shall pay all applicable sales, consumer, use, and other similar taxes Contractor is required to pay in accordance with Laws, Regulations, and Ordinances.

7.08 Record Documents

- A. Contractor shall maintain one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved shop drawings in a safe place at the Site. Contractor shall

annotate them to show changes made during construction. Contractor shall deliver these record documents to Engineer upon completion of the Work.

#### 7.09 Safety and Protection

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work.
- B. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
  - 1. All persons on the Site or who may be affected by the Work;
  - 2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
  - 3. Other property at the Site or adjacent thereto, including trees, shrubs, lawns, pavements, roadways, structures, other work in progress, utilities, and underground facilities not designated for removal, relocation, or replacement in the course of construction, and excluding sidewalk repairs and replacement as stated in Contractor's Bid on the Proposal Sheet.
- C. All damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, or anyone for whose acts the Contractor may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Contract Documents or to the acts or omissions of Owner or Engineer and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor).
- D. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.
- E. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor shall act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

#### 7.10 Shop Drawings, Samples, and Other Submittals

- A. Contractor shall review and coordinate the shop drawing and samples with the requirements of the Work and the Contract Documents and shall verify all related field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information.
- B. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.
- C. With each submittal, Contractor shall give Engineer specific written notice, in a communication separate from the submittal, of any variations that the shop drawing or sample may have from the requirements of the Contract Documents.

- D. Engineer will provide timely review of shop drawings and samples.
- E. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs.
- F. Engineer's review and approval of a separate item does not indicate approval of the assembly in which the item functions.
- G. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of shop drawings and submit, as required, new samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.
- H. Shop drawings are not Contract Documents.

#### 7.11 Warranties and Guarantees

- A. Contractor warrants and guarantees to Owner that all Work, except sand washed away by storms, currents, or tides, will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.

#### 7.12 Correction Period

- A. If within one year after the date of substantial completion, any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly and without cost to Owner, correct such defective Work.

#### 7.13 Indemnification

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts they may be liable.

### ARTICLE 8 - OWNER'S RESPONSIBILITIES

#### 8.01 Owner's Responsibilities

- A. Except as otherwise provided in the Contract Documents, Owner shall issue all communications to Contractor through Engineer.

- B. Owner shall make payments to Contractor as provided in this Contract.
- C. Owner shall provide Site and easements required to construct the Project.
- D. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, unless stated elsewhere in the Contract Documents, Owner shall have sole authority and responsibility for such coordination.
- E. The Owner shall be responsible for performing inspections and tests required by applicable codes.
- F. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- G. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- H. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

## ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

### 9.01 Engineer's Status

- A. Engineer will be Owner's representative during construction. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in this Contract.
- B. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any subcontractor, any supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- C. Engineer will make visits to the Site at intervals appropriate to the various stages of construction. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work.
- D. Engineer has the authority to reject Work if Contractor fails to perform Work in accordance with the Contract Documents.
- E. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work.
- F. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

## ARTICLE 10 - CHANGES IN THE WORK

### 10.01 Authority to Change the Work

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work.

### 10.02 Change Orders

- A. Owner and Contractor shall execute appropriate Change Orders covering:
  - 1. Changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
  - 2. Changes in the Work which are: (a) ordered by Owner or (b) agreed to by the parties or (c) resulting from the Engineer's decision, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and
  - 3. Changes in the Contract Price or Contract Times or other changes which embody the substance of any final binding results under Article 12.
- B. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

## ARTICLE 11 - DIFFERING SUBSURFACE OR PHYSICAL CONDITIONS

### 11.01 Differing Conditions Process

- A. If Contractor believes that any subsurface or physical condition including but not limited to utilities or other underground facilities that are uncovered or revealed at the Site either differs materially from that shown or indicated in the Contract Documents or is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract Documents then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.
- B. After receipt of written notice, Engineer will promptly:
  - 1. Review the subsurface or physical condition in question;
  - 2. Determine necessity for Owner obtaining additional exploration or tests with respect to the condition;
  - 3. Determine whether the condition falls within the differing site condition as stated herein;



4. Obtain any pertinent cost or schedule information from Contractor;
  5. Prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and
  6. Advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

## **ARTICLE 12 - CLAIMS AND DISPUTE RESOLUTION**

### **12.01 Claims Process**

- A. The party submitting a claim shall deliver it directly to the other party to the Contract and the Engineer promptly (but in no event later than 10 days) after the start of the event giving rise thereto.
- B. The party receiving a claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the claim through the exchange of information and direct negotiations. All actions taken on a claim shall be stated in writing and submitted to the other party.
- C. If efforts to resolve a claim are not successful, the party receiving the claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the claim within 45 days, the claim is deemed denied.
- D. If the dispute is not resolved to the satisfaction of the parties, Owner or Contractor shall give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction unless the Owner and Contractor both agree to an alternative dispute resolution process.

## **ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION OF DEFECTIVE WORK**

### **13.01 Tests and Inspections**

- A. Owner and Engineer will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access.
- B. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- C. If any Work that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense.

### 13.02 Defective Work

- A. Contractor shall ensure that the Work is not defective.
- B. Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. The Contractor shall promptly correct all such defective Work.
- E. When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. If the Work is defective or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

## ARTICLE 14 - PAYMENTS TO CONTRACTOR

### 14.01 Progress Payments

- A. The Contractor shall prepare a schedule of values that will serve as the basis for progress payments. The schedule of values will be in a form of application for payment acceptable to Engineer. The unit price breakdown submitted with the bid will be used for unit price work. Break lump sum items into units that will allow for measurement of Work in progress.

### 14.02 Applications for Payments:

- A. Contractor shall submit an application for payment in a form acceptable to the Engineer, no more frequently than monthly, to Engineer. Applications for payment will be prepared and signed by Contractor. Contractor shall provide supporting documentation required by the Contract Documents. Payment will be paid for Work completed as of the date of the application for payment.
- B. Beginning with the second application for payment, each application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior applications for payment.

### 14.03 Retainage

- A. The Owner shall retain five percent (5%) of each progress payment until the Work is substantially complete.

### 14.04 Review of Applications

- A. Within 10 days after receipt of each application for payment, the Engineer will either indicate in writing a recommendation for payment and present the application for payment to Owner or return the application for payment to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. The Contractor will make the necessary corrections and resubmit the application for payment.

- B. Engineer will recommend reductions in payment (set-offs) which, in the opinion of the Engineer, are necessary to protect Owner from loss because the Work is defective and requires correction or replacement.
- C. The Owner is entitled to impose set-offs against payment based on any claims that have been made against Owner on account of Contractor's conduct in the performance of the Work, incurred costs, losses, or damages on account of Contractor's conduct in the performance of the Work, or liquidated damages that have accrued as a result of Contractor's failure to complete the Work.

#### 14.05 Contractor's Warranty of Title

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

#### 14.06 Substantial Completion

- A. The Contractor shall notify Owner and Engineer in writing that the Work is substantially complete and request the Engineer issue a certificate of substantial completion when Contractor considers the Work ready for its intended use. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Engineer will make an inspection of the Work with the Owner and Contractor to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor and Owner in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete or upon resolution of all reasons for non-issuance of a certificate identified in 14.06.B, Engineer will deliver to Owner a certificate of substantial completion which shall fix the date of substantial completion and include a punch list of items to be completed or corrected before final payment.

#### 14.07 Final Inspection

- A. Upon written notice from Contractor that the entire Work is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

#### 14.08 Final Payment

- A. Contractor may make application for final payment after Contractor has satisfactorily completed all Work defined in the Contract, including providing all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents and other documents.
- B. The final application for payment shall be accompanied (except as previously delivered) by:
  - 1. All documentation called for in the Contract Documents;
  - 2. Consent of the surety to final payment;

3. Satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any liens or other title defects, or will so pass upon final payment;
  4. A list of all disputes that Contractor believes are unsettled; and
  5. Complete and legally effective releases or waivers (satisfactory to Owner) of all lien rights arising out of the Work, and of liens filed in connection with the Work.
- C. The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.

#### 14.09 Waiver of Claims

- A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted.

### ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

#### 15.01 Owner May Suspend Work

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 60 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension.

#### 15.02 Owner May Terminate for Cause

- A. Contractor's failure to perform the Work in accordance with the Contract Documents or other failure to comply with a material term of the Contract Documents will constitute a default by Contractor and justify termination for cause.
- B. If Contractor defaults in its obligations, then after giving Contractor and any surety ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:
  1. Declare Contractor to be in default, and give Contractor and any surety notice that the Contract is terminated; and
  2. Enforce the rights available to Owner under any applicable performance bond.
- C. Owner may not proceed with termination of the Contract under Paragraph 15.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- D. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.

- E. In the case of a termination for cause, if the cost to complete the Work, including related claims, costs, losses, and damages, exceeds the unpaid contract balance, Contractor shall pay the difference to Owner.

#### 15.03 Owner May Terminate for Convenience

- A. Upon seven days written notice to Contractor, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for, without duplication of any items:
  - 1. Completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
  - 2. Expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
  - 3. Other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

#### 15.04 Contractor May Stop Work or Terminate

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner, and provided Owner does not remedy such suspension or failure within that time, either stop the Work until payment is received, or terminate the Contract and recover payment from the Owner.

### ARTICLE 16 - CONTRACTOR'S REPRESENTATIONS

#### 16.01 Contractor Representations

- A. Contractor makes the following representations when entering into this Contract:
  - 1. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
  - 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  - 3. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
  - 4. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-

related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on:

- a. The cost, progress, and performance of the Work;
  - b. The means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and
  - c. Contractor's safety precautions and programs.
5. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
  6. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
  7. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that, without exception, all prices in the Contract are premised upon performing and furnishing the Work required by the Contract Documents.

## **ARTICLE 17 - MISCELLANEOUS**

### **17.01 Cumulative Remedies**

- A. The duties and obligations imposed by this Contract and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

### **17.02 Limitation of Damages**

- A. Neither Owner, Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

### **17.03 No Waiver**

- A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

### **17.04 Survival of Obligations**

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

### **17.05 Contractor's Certifications**

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract.

17.06 Controlling Law

A. This Contract is to be governed by the law of the state in which the Project is located.

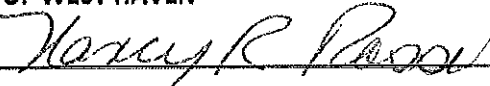
17.07 Effectiveness; Effective Date

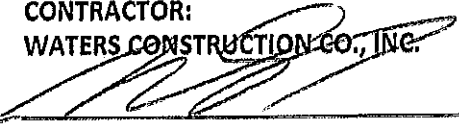
A. This Contract will become effective when all parties have signed it. The Effective Date of this Contract will be the date this Contract is signed by the last party to sign it (as indicated by the date associated with that party's signature).

Each party is signing this Contract on the date stated below that party's signature.

OWNER:  
CITY OF WEST HAVEN

CONTRACTOR:  
WATERS CONSTRUCTION CO., INC.





By: Nancy R. Rossi

By: Mario Smith

Title: Mayor

Title: President

Date: 11/23/2021

Date: 11/8/21

Address for giving notices:

Address for giving notices:

Public Works, City of West Haven  
355 Main Street  
West Haven, CT 06516

Waters Construction Co., Inc.  
300 Bostwick Avenue  
Bridgeport, CT 06605

APPROVED AS TO AVAILABILITY OF FUNDS:

Signature: 

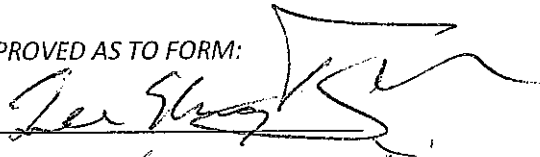
Name: Frank Cieplinski  
Title: Director of Finance  
or Treasurer

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

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APPROVED AS TO FORM:

Signature:



Name:

Lee Kennedy Tieman

Title: Corporation Counsel

Date:

11/9/24



# CONTRACT CHANGE ORDER

Date: 4/6/2022

Project No. 2021-22

Location Prospect Beach

To (Contractor) WATERS CONSTRUCTION CO. INC  
300 Bostwick Ave.  
Bridgeport, Ct. 06605

Contract No. 2021-22

Change Order No. 2

You are hereby requested to comply with the following changes from the contract plans and specifications:

Item No. (1)	Description of changes - quantities, units, unit prices, changes in completion schedule, etc. (2)	Decrease in contract price (3)	Increase in contract price (4)
1	Beach sand 3400 Tons @ \$ 33.50		\$ 113,900
2	Beach access Removal of steel guiderails and reinstallation on daily basis and Traffic control signs and drums		\$ 91,000
Change in contract price due to this Change Order:			
Total decrease		\$	
Total increase			\$ 204,900
Difference between Col. (3) and (4)		\$	\$ 204,900
Net (increase)(decrease) contract price		\$	\$ 204,900

The sum of \$ 204,900 is hereby (added to) (~~deducted from~~) the total contract price, and the total adjusted contract price to date thereby is \$ 898,735.89

The time provided for completion in the contract is (~~unchanged~~) (increased) (~~decreased~~) by 120 calendar days. This document shall become an amendment to the contract and all provisions of the contract will apply hereto.

Recommended by Albert Ben... Architect/Engineer  
 Accepted by \_\_\_\_\_ Contractor  
 Approved by \_\_\_\_\_ Owner

4/6/2022  
Date  
 \_\_\_\_\_  
Date  
 \_\_\_\_\_  
Date



# CONTRACT CHANGE ORDER

Date: 1/5/2022

Project No. 2021-22

Location SAVIN ROCK BEACH

To (Contractor) WATERS CONSTRUCTION CO., INC  
300 BOSTWICK AVE.  
BRIDGEPORT, CT. 06605

Contract No.

Change Order No. 1

You are hereby requested to comply with the following changes from the contract plans and specifications:

Item No. (1)	Description of changes - quantities, units, unit prices, changes in completion schedule, etc. (2)	Decrease in contract price (3)	Increase in contract price (4)
1	Beach sand quantity increase from 18,500 tons to 19,987.34 tons		\$ 49,825.89
2	Traffic Police. increase from 100 hours to 138 hours		\$ 4,560.00
Change in contract price due to this Change Order:			
Total decrease		\$ 0	
Total increase			\$ 54,385.89
Difference between Col. (3) and (4)			\$ 54,385.89
Net (increase)(decrease) contract price			\$ 54,385.89

The sum of \$ 54,385.89 is hereby (added to)(deducted from) the total contract price, and the total adjusted contract price to date thereby is \$ 693,835.89.

The time provided for completion in the contract is (unchange)(increased)(decreased) by — calendar days. This document shall become an amendment to the contract and all provisions of the contract will apply hereto.

Recommended by <u>Alfred R. ...</u>	<u>1/5/2022</u>
Architect/Engineer	Date
Accepted by <u>[Signature]</u>	<u>1/5/2022</u>
Contractor	Date
Approved by <u>Harvey R. ...</u>	<u>1/6/2022</u>
Owner	Date

2:43 AM  
82 Main

8:30 AM → 4:00 PM  
through guardrail 3,400 TNS beach sand

Option 1  
 3400 TNS @ \$33.50 113,900 SAND  
 \$120 per hr 7.5 hrs per day x 7 day 52.5 hrs  
 per officer x 2 = 52.5 = 12,600

So option 1 = 91,000 Access  
 113,900 SAND  
 12,600 police  
 \$ 217,500 option 1

Option 2 } 38,000 access  
 3400 TNS @ \$49,66,00 SAND  
 52.5 x 2 x \$123 12,915 police  
 \$ 217,515 option 2



## Department of Public Works

City West Haven  
355 Main Street  
West Haven, Connecticut 06516



City Hall  
1896-1968

Nancy R. Rossi  
Mayor

Tom J. McCarthy  
Commissioner

April 7th 2022

To Mayor Rossi:

Mayor this is the change order to  
replenish the sand lost at Lake St and  
Ocean Ave from Tropical Storm IDA

Sept 1st 2020 20,000 out 60 mph  
8 - 12" of Rain

This is change order #2 #1 is  
included sand price the same  
escalator for fuel supply chain etc  
We must be finished by May 10th

Paul

## Service Agreement

This services agreement is between the City of West Haven, a Connecticut municipal corporation ("City"), and Bigson II, LLC, a Connecticut limited liability company ("Service Provider").

### Background

City sought competitive bid prices for the supply and installation of three dump bodies for existing city-owned trucks. City selected Service Provider as the lowest responsible bidder.

Therefore, the parties agree as follows:

1.1 Contract Documents. The Contract Documents consist of:

- (a) this agreement;
- (b) Service Provider's Bid, dated March 17, 2022, totaling 5 pages, and attached as Exhibit B; and
- (c) City's Invitation to Bid ("ITB") and its two addenda, with a response date of March 17, 2022, totaling 13 pages, and attached as Exhibit A.

1.2 The Contract Documents supplement and complement each other and, where possible, are to be interpreted that way. If, however, any provision of a contract document irreconcilably conflicts with a provision of another, the document first listed above prevails.

2. Services.

2.1 Service Provider shall provide to City the services set out in the ITB, consisting of three work items of one truck each (each, a "Statement of Work"), issued by City and accepted by Service Provider (the "Services").

2.2 Service Provider shall provide the Services:

- (a) in accordance with the terms and subject to the conditions set forth in the respective Statement of Work and this agreement;
  - (b) using personnel of required skill, experience, and qualifications;
  - (c) in a timely, workmanlike, and professional manner;
  - (d) in accordance with generally recognized industry standards in Service Provider's field;
- and
- (e) to the reasonable satisfaction of City.

2.3 When providing the Services, Service Provider shall:

- (a) devote adequate personnel and resources to perform the Services set out in each Statement of Work;
- (b) ensure the Services conform in all respects with the specifications; and
- (c) upon request of City, provide to City the names, positions, billing rates, and respective levels of experience and relevant licenses, of all individuals and entities providing the Services (collectively, "Provider Representatives").

3. Service Provider Obligations.

3.1 Service Provider shall:

- (a) appoint a representatives as primary contact to act as its authorized representative with respect to all matters pertaining to this agreement (the "Service Provider Contract Manager");
- (b) assign only qualified, legally authorized Provider Representatives to provide the Services;
- (c) comply with all applicable laws and regulations in providing the services;
- (d) comply with all applicable City rules, regulations, and policies of which Service Provider has been made aware, in its provision of the Services;
- (e) maintain complete and accurate records relating to the provision of the Services under this agreement.

3.2 During the provision of the Services and for a period of three years after Service Provider has completed the provision of the Services, upon City's written request, Service Provider shall allow City to inspect and make copies of such records and interview Provider Representatives in connection with the provision of the Services, on condition that City provides Service Provider with two business days' notice of any the requested inspection and that the inspection takes place during regular business hours.

#### 4. City Obligations.

##### 4.1 City shall:

- (a) designate one of its personnel to serve as its primary contact with respect to this agreement and to act as its authorized representative with respect to matters pertaining to this agreement (the "City Contract Manager"), with such designation to remain in force unless and until a successor City Contract Manager is appointed; and
- (b) require that the City Contract Manager respond promptly to any reasonable requests from Service Provider for instructions, information, or approvals required by Service Provider to provide the Services.

#### 5. Fees and Expenses; Payment Terms; Taxes.

5.1 Fee. City shall pay to Service Provider a fee determined in accordance with the fee schedule set out in Service Provider's Bid.

5.2 Payment Terms. Unless otherwise provided in a Statement of Work, said fee will be payable within 30 days of receipt by City of an invoice from Service Provider accompanied by documentation requested by City evidencing all charges.

5.3 Taxes. City is exempt from federal and state taxes, including transportation taxes. Upon Service Provider's request, City will provide Service Provider an exemption certificate.

#### 6. Term, Termination, and Survival.

6.1 Term. This agreement commences as of the Effective Date and continues thereafter until the completion of the Services under all Statements of Work, unless sooner terminated in accordance with this agreement.

6.2 Termination for Convenience. City, in its sole discretion, may terminate this agreement or any Statement of Work, in whole or in part, at any time without cause, and without liability except for required payment for services rendered, and reimbursement for authorized expenses incurred, prior to the termination date, by providing at least 30 days' prior written notice to Service Provider.

6.3 Termination for Cause. Either party may terminate this agreement, effective upon written notice to the other party (the "Defaulting Party"), if the Defaulting Party:

- (a) Materially breaches this agreement, and such breach is incapable of cure, or with respect to a material breach capable of cure, the Defaulting Party does not cure such breach within 30 days after receipt of written notice of such breach.

- (b) Becomes insolvent or admits its inability to pay its debts generally as they become due.
- (c) Becomes subject, voluntarily, or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law that it has not fully had stayed within seven business days, or it has not had dismissed or vacated within 45 days after filing.
- (d) Is dissolved, liquidated, or takes any corporate action for these purposes.
- (e) Makes a general assignment for the benefit of creditors.
- (f) Has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

6.4 Upon expiration or termination of this agreement for any reason, Service Provider shall promptly:

- (a) Deliver to City all documents, work product, and other materials, whether or not complete, prepared by or on behalf of Service Provider in the course of performing the Services for which City has paid.
- (b) Return to City all City-owned property, equipment, or materials in its possession or control.
- (c) Remove any Service Provider-owned property, equipment, or materials located at City's locations.
- (d) Deliver to City, all documents and tangible materials (and any copies) containing, reflecting, incorporating, or based on City's Confidential Information.
- (e) Provide reasonable cooperation and assistance to City upon City's written request and at City's expense, in transitioning the Services to an alternate service provider.
- (f) On a pro rata basis, repay all fees and expenses paid in advance for any Services that it has not provided.
- (g) Permanently erase all of City's Confidential Information from its computer systems.
- (h) Certify in writing to City that it has complied with the requirements of this section.

6.5 Survival. The rights and obligations of the Parties that, by their nature, should survive termination or expiration of this agreement, survive any such termination or expiration of this agreement.

## 7. Independent Contractor.

7.1 Service Provider's provides its Services to City as an independent contractor and not as an employee or agent of City. City may not control the conditions, time, details, and means by which Service Provider performs the Services. City may inspect the work of Service Provider as it progresses solely for the purpose of determining whether Service Provider has completed its work according to the applicable Statement of Work.

7.2 Service Provider has no authority to commit, act for or on behalf of City, or to bind City to any obligation or liability.

7.3 Service Provider is not eligible for and cannot receive any employee benefits from City and is solely responsible for the payment of all taxes, FICA, federal and state unemployment insurance contributions, state disability premiums, and all similar taxes and fees relating to the fees earned by Service Provider under this agreement.

8. Indemnification. Each party ("Indemnifying Party") shall indemnify and defend the other party and its officers, directors, employees, and agents ("Indemnified Party") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or

expenses of whatever kind, including reasonable attorneys' fees and costs, awarded against Indemnified Party (collectively, "Losses"), arising out of or relating to any claim of a third party in connection with:

(a) bodily injury, death of any person or damage to real or tangible, personal property resulting from Indemnifying Party's willful, fraudulent, or negligent acts or omissions; or

(b) Indemnifying Party's negligence, willful misconduct, or breach of this agreement, including breach of any representation or warranty made by Indemnifying Party in this agreement.

## 9. Remedies.

9.1 If Service Provider violates any provision of this agreement, in addition to any damages to which City is entitled, City may seek immediate injunctive relief against Service Provider prohibiting further actions inconsistent with Service Provider's obligations under this agreement.

9.2 In the event Service Provider fails to satisfactorily perform any of the Services on a timely basis, City may, without prejudice to any other rights or remedies it may have under this agreement or any applicable Statement of Work, take one or more of the following steps:

(a) Suspend Service Provider's right and obligation to complete its performance of the Services until such time as Service Provider can demonstrate to City's reasonable satisfaction that it can satisfactorily meet its obligations under this agreement;

(b) Itself provide, engage, or both, a replacement contractor to provide any or all delayed or unsatisfactory Services;

(c) Assign one or more of its representatives to supervise and work with Service Provider to correct and mitigate the effects of Service Provider's breach;

(d) Withhold payment of any amounts otherwise due to Service Provider in a sufficient amount to set off against any damages caused to City by Service Provider's breach.

9.3 To the extent a party may seek enforcement of this agreement or otherwise defend against an unsuccessful claim of breach, the unsuccessful party is liable for all attorney's fees and costs incurred by the successful party to enforce the provisions of this agreement.

9.4 All rights and remedies provided in this agreement are cumulative and not exclusive, and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the Parties, or otherwise. Despite the previous sentence, the Parties intend that Service Provider's exclusive remedy for City's payment breach is its right to damages equal to its earned but unpaid fees.

10. Compliance with Law. Service Provider is compliant with and shall comply with all applicable laws, regulations, and ordinances. Service Provider has and shall maintain in effect all the licenses, permissions, authorizations, consents, and permits that it needs to carry out its obligations under this agreement.

## 11. Insurance.

11.1 The Service Provider shall acquire and maintain, with a financially sound and reputable insurer, the following insurance:

(a) Worker's Compensation, if required, with no less than the state statutory limits;

(b) Commercial General Liability with limits no less than \$1,000,000 per occurrence and \$1,000,000, in the aggregate, including bodily injury and property damage and products and completed operations and advertising liability, which policy will include contractual liability coverage insuring the activities of Service Provider under this agreement;

(c) Errors and Omissions/Professional Liability with limits no less than \$1,000,000 per occurrence and \$1,000,000, in the aggregate; and



(d) Automobile with limits no less than \$1,000,000 bodily injury, each accident, \$1,000,000 property damage, each accident, and a combined single limit of \$1,000,000.

11.2 Upon City's request, Service Provider shall provide City with a certificate of insurance from Service Provider's insurer evidencing the insurance coverage specified in this agreement.

11.3 Service Provider shall provide City with 10 business days' advance written notice in the event of a cancellation or material change in Service Provider's insurance policy.

## 12. Miscellaneous.

### 12.1 Notices.

(a) All notices, requests, consents, claims, demands, waivers, and other communications under this agreement (each, a "Notice") must be in writing and addressed to the parties at the addresses set forth in the signature block (or to such other address that the receiving party may designate from time to time in accordance with this Section).

(b) Unless otherwise provided in this agreement, a party shall deliver all Notices to the other party by personal delivery, nationally recognized overnight courier, or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this agreement, a Notice is effective only on receipt by the receiving party.

12.2 Force Majeure. No party is liable or responsible to the other party, nor may a party be deemed to have defaulted under or breached this agreement, for any failure or delay in fulfilling or performing any term of this agreement, when and to the extent such failure or delay is caused by or results from events outside of the party's reasonable control ("Force Majeure Events"). The affected party shall resume performance under this agreement as soon as reasonably practicable after the Force Majeure Event resolves or is terminated.

12.3 No Publicity. Neither party shall issue or release any announcement, statement, press release, or other publicity or marketing materials relating to this agreement, or otherwise use the other party's trademarks, service marks, trade names, logos, symbols, or brand names, in each case, without the prior written consent of the other party.

12.4 Entire agreement. This agreement, including and together with any related Statements of Work, exhibits, schedules, attachments, and appendices, constitutes the sole and entire agreement between the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter.

12.5 Severability. If a court of competent jurisdiction finds any term or provision of this agreement to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability does not affect any other term or provision of this agreement. Upon a determination that any term or provision is invalid, illegal, or unenforceable, the parties shall negotiate in good faith to modify this agreement to effect the original intent of the parties as closely as possible in order that the contemplated transactions may execute as originally contemplated to the greatest extent possible.

12.6 Amendments. No amendment to, or modification of this agreement is effective unless it is in writing, identified as an amendment to this agreement and signed by an authorized representative of each party.

12.7 Waiver. No waiver by any party of any of the provisions of this agreement is effective unless explicitly set forth in writing and signed by the party waiving the provision. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this agreement by any party operates as a waiver of the same.

12.8 Assignment. Service Provider shall not assign, transfer, delegate, or subcontract any of its rights or obligations under this agreement without the prior written consent of City, which consent it will not unreasonably withhold. No assignment or delegation relieves Service Provider of any of its obligations under this agreement. City may at any time assign or transfer any or all of its rights or obligations under this agreement without Service Provider's prior written consent.

12.9 Successors and Assigns. This agreement is binding on and inures to the benefit of the parties and their respective successors and permitted assigns.

12.10 No Third-Party Beneficiaries. This agreement benefits solely the Parties and their respective successors and permitted assigns and nothing in this agreement, express or implied, confers on any third-party any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this agreement.

12.11 Governing Law; Submission to Jurisdiction. This agreement is governed by and construed in accordance with the laws of the State of Connecticut without giving effect to any choice or conflict of law provision or rule that would cause the application of laws of any other jurisdiction. Any legal suit, action, or proceeding arising out of or related to this agreement are instituted exclusively in the state or federal courts in New Haven County, Connecticut, and each party irrevocably: (a) submits to the exclusive jurisdiction of these courts; and (b) waives any objection to such courts based on venue or inconvenience. Service of process, summons, notice or other document by mail to a party's address is effective service of process for any suit, action, or other proceeding brought in any permitted court.

[SIGNATURE PAGE FOLLOWS]

13. Execution.

13.1 Signatures. Each party is signing this agreement on the date stated below that party's signature. This contract will become effective when both parties have signed it. The date of this contract is the date the last party signs it ("Effective Date").

13.2 Counterparts. The parties may execute this agreement in counterparts, each of which the parties deem an original, but all of which together are the same agreement.

**CITY: CITY OF WEST HAVEN**

**SERVICE PROVIDER: BIGSON II, LLC**

By: Nancy R. Rossi

By: 

Title: Mayor

Title: MEMBER

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

Date: 4-5-22

*City Contract Manager*

*Service Provider Contract Manager*

Tom McCarthy, Public Works Commissioner

*Address for giving notices:*

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

*Address for giving notices:*

Bigson II, LLC, d.b.a., Equipment Specialists  
180 Roberts Street  
East Haven, CT 06108

*APPROVED AS TO AVAILABILITY OF FUNDS:*

Signature: \_\_\_\_\_

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

Title: Director of Finance  
or Treasurer

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

*APPROVED AS TO FORM:*

Signature: \_\_\_\_\_

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

Title: Corporation Counsel

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

PROPOSAL PAGE: For the Supply and Installation of 3 new dump bodies Tennco or equal

Highway #2 (116WN) 2008 International 7400 SRW 10" All season dump w/ integral conveyor

Fifty Six Thousand  
Nine hundred Ninety Five & 22/100      \$ 56,995.22  
Price in words      Price in figures

Highway #8 (119WN) 2008 International 7400 SRW 10" All season dump w/ integral conveyor

Fifty Six Thousand  
Nine hundred Ninety Five & 22/100      \$ 56,995.22  
Price in words      Price in figures

Highway #7 (201WN) 2005 International 7400 SRW 10" All season dump w/integral conveyor

Sixty Two Thousand  
Eight Hundred Eighty Six & 56/100      \$ 62,886.56  
Price in words      Price in figures

Manufacturer of body Tenoco- 529230121

Anticipated lead time\* IN STOCK

- Attach letter from manufacturer

Signed this 17<sup>th</sup> day of MARCH, 2022

Bracon II LLC, DBA Equipment Specialists (Name of Bidder)

By James Uccello

Signature of individual signing on behalf of Bidder

James Uccello  
Print name of individual signing on behalf of Bidder

Its Sales Consultant  
Title of such individual such as President, Member, etc.

Date: 3/17/22



# **CITY OF WEST HAVEN**

**DEPARTMENT OF FINANCE  
355 MAIN STREET  
WEST HAVEN, CT 06516  
(203) 937-3620**

## **INVITATION TO BID**

**March 17, 2022 at 2:00 pm.**

AT WHICH TIME THEY WILL BE PUBLICLY OPENED AND READ  
In the third floor conference room.

### **Supply and Installation of 3 new Dump Truck Bodies B2022-07**

THE CITY OF WEST HAVEN RESERVES THE RIGHT TO ACCEPT ANY OR ALL THE  
OPTIONS, BIDS OR PROPOSALS; TO WAIVE ANY TECHNICALITY IN A BID OR PART  
THEREOF SUBMITTED, AND TO ACCEPT THE BID DEEMED TO BE IN THE BEST  
INTEREST OF THE CITY OF WEST HAVEN

**NO PHONE CALLS**

**QUESTIONS MUST BE EMAILED** to Wilma Petro at:  
[wpetro@westhaven-ct.gov](mailto:wpetro@westhaven-ct.gov).

The City of West Haven is seeking bid prices on the supply and installation of dump bodies (3) on existing trucks.

### Scope

- Remove and dispose all old bodies
- Pickup and return three (3) trucks at 1 Collis St, West Haven CT facility
- Sandblast and paint frame rails from behind cab back
- Install new Tenngo\*\* model #52930121 12M Hardox all season body. **\*\*OR Approved Equal**
- Stainless steel removable conveyor
- Hardox 450-205,000 PSI walls, floor and chain cover
- 6.11 Cubic Yard capacity level
- Three (3) section bolt on pillow block floor hinge
- 4" Two stage telescopic main dump cylinders
- Cab shield fully reinforced w/ cutout window and LED load light
- Grease actuators for chain tensioning
- Two (2) -3 ½ x 22" side dump cylinders 19 ton capacity
- Stainless steel corner posts\* Note: HWY#7 will have a three (3) chute asphalt door system on tailgate.
- Conspicuity and safety tape- side and rear
- Rear tailgates labeled "Stay Back 300' Feet" 12" decal
- Collapsible ladder on front right curbside of dump
- Front and rear mud flaps with an anti-sail on stainless brakes
- Center flaps and brackets to protect brake chambers from salt
- New ECCO\* SA917N back up alarm w/ 1" LED flashing reverse light at rear **\*no substitutions**
- Shovel holder with snap pin
- Dump safety prop road

- Replace hydraulic valve with new four(4) bank valve to operate body and plow (**HWY #7 only**)
- New LED lighting system- Whelan 500 series LED strobe\*      \* **No substitutions**
- Truck-Lite S/T/T w/ reverse lights
- LED Spinner Light
- Body painted to match cab
- Underside of body painted black
- Complete package installed and operational

Information on the trucks being replaced:

Highway #2 (116WN) 2008 international 7400 SRW 10” All season dump w/ integral conveyor  
(VIN #1HTWCAZR08J677633)

Highway #8 (119WN) 2008 International 7400 SRW 10” All season dump w/ integral conveyor  
(VIN #1HTWCAZR98J677632)

Highway #7 (201WN) 2005 International 7400 SRW 10” All season dump w/integral conveyor  
(VIN #1HTWCAZR25J149989)

**Note: It is the City’s intent to award to one bidder. Truck bodies should arrive in April or earlier, however the first truck cannot leave the yard until the first week of April 2022. The successful vendor will have approximately 3 weeks per unit to complete the work!**

Please email technical questions or to schedule a site visit [rorifice@westhaven-CT.gov](mailto:rorifice@westhaven-CT.gov) and copy [wpetro@westhaven-Ct.gov](mailto:wpetro@westhaven-Ct.gov)

PROPOSAL PAGE: For the Supply and Installation of 3 new dump bodies Tennco or equal

Highway #2 (116WN) 2008 International 7400 SRW 10" All season dump w/ integral conveyor

\_\_\_\_\_ Price in words \_\_\_\_\_ Price in figures

Highway #8 (119WN) 2008 International 7400 SRW 10" All season dump w/ integral conveyor

\_\_\_\_\_ Price in words \_\_\_\_\_ Price in figures

Highway #7 (201WN) 2005 International 7400 SRW 10" All season dump w/integral conveyor

\_\_\_\_\_ Price in words \_\_\_\_\_ Price in figures

Manufacturer of body \_\_\_\_\_

Anticipated lead time\* \_\_\_\_\_

- Attach letter from manufacturer

\_\_\_\_\_ Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2022

\_\_\_\_\_ (Name of Bidder)

By \_\_\_\_\_

Signature of individual signing on behalf of Bidder

\_\_\_\_\_  
Print name of individual signing on behalf of Bidder

Its

\_\_\_\_\_  
Title of such individual such as President, Member, etc.

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



**CITY OF WEST HAVEN  
GENERAL INFORMATION TO BIDDER**

**I. GENERAL**

Bidder's submission for the whole or any part of this solicitation is Bidder's acceptance of the provisions of this solicitation, and the provisions in West Haven's Charter and Ordinances.

**II. FORMING A BID**

**A. *EXAMINATION OF SOLICITATION DOCUMENTS***

Bidder must:

- examine all Invitation-to-Bid (ITB or solicitation) documents; and
- visit the site, if required, to make a thorough examination of the conditions.

Bidder must familiarize itself with all requirements, conditions, and difficulties that may affect the amount of work necessary to fulfill the intent of the specifications and the drawings.

The City is not responsible for the accuracy, completeness, or sufficiency of any solicitation document obtained from any source other than the City. Bidder's obtaining any solicitation document from a non-City source may result in Bidder's failure to receive addenda, corrections, or any other revision to the solicitation that the City may issue.

**B. *DESCRIPTIONS***

The City's use of names of makes, models, and brand names mentioned in its specifications are intended to be descriptive only and not restrictive. The City intends only to indicate to Bidder the type of equipment desired.

Bidder must clearly state in its bid exactly what makes and models, if any, it intends to supply. Bidder must furnish with its bid with one or more manufacturer's specification sheets (cut sheets), illustrations, or other descriptive matter that clearly indicates what Bidder intends to supply.

The City reserves the right to select the materials or services best suited for its needs.

**C. *TIME IS OF THE ESSENCE***

Time is of the essence. Bidder must deliver at such times and to such places any materials or services as specified in this solicitation or, if permitted, in its bid.

**D. *TAX EXEMPTION***

Bidder must not include taxes in the bid amount. The City of West Haven is exempt from federal and state taxes, including transportation taxes. Upon Bidder's request, City will provide to the awarded bidder an exemption certificate.

**E. *INSURANCE***

Bidder must include the cost of insurance in its bid amount.

Bidder must include one or more certificates of insurance naming the City of West Haven as additional insured with its bid (see attached insurance information).

**F. SCHEDULE OF THE WORK**

Bidder's work must not disrupt City of West Haven's operations.

Once Bidder has begun the work, Bidder must work full-time until the contract is complete.

**G. LOCAL SUBCONTRACTORS AND SUPPLIERS**

Bidder should consider the use of local subcontractors and suppliers as much as practical in regard to its performance of this project.

**H. PERMITS**

Bidder must obtain all necessary permits required by the City of West Haven prior to the start of the work. Bidder must include the cost of any permits in its bid amount.

**I. STANDARD OF CARE**

Bidder must comply with all applicable local, state, and federal laws and safety standards, and must certify that all work required in its bid will conform to and comply with all safety standards and regulations.

Bidder must indemnify the City for all damages assessed against the City as a result of Bidder's failure to comply with safety standards.

**III. ADDENDA**

Bidders are encouraged to check the City's website ([www.CityofWestHaven.com](http://www.CityofWestHaven.com)) regularly for addenda. Bidder's failure to receive an addendum does not relieve Bidder of any obligations under the solicitation, with addenda, as posted.

The City will not honor a request for a solicitation correction or clarification if the request is made less than seven (7) calendar days prior to the date of the bid opening.

The City will make any and all interpretations and any supplementary instructions, in the form of written addenda to the specifications, which if issued, the City will publish on its website.

Within three (3) days of the published proposal due date, the City will not issue solicitation addenda except if it needs to extend the proposal due date.

**IV. THE BID**

**A. PERMANENT INK**

All bidding forms must be filled out in ink, be typewritten, or be printed.

**B. LEGIBILITY**

City may reject bid forms that are illegible or that contain omissions, alterations, additions, or items not called for by this solicitation.

**C. SIGNATURE**

Bidder must complete the bid forms as the entity (or individual, in the case of a sole proprietor) bidding, and the bid forms must be signed for the entity (or individual) by an authorized person. The City will reject bids submitted:

- without a complete bidding forms package, including authorized signature; or
- using a bidding page other than the one included in this solicitation package.

**D. BIDDER QUALIFICATIONS**

If required by this solicitation, Bidder will be required to fill out, and include, as part of its bid, any attached Bidder's Qualification Statements.

The City may reject a bid if Bidder's historical performance, in the City's sole opinion, has been unsatisfactory in any manner or if Bidder has habitually or otherwise disregarded its obligations to subcontractors, suppliers, or employees.

**E. NON-COLLUSIVE BID STATEMENT**

Bidder may not collude with any other entity or person in the submission of its bid. Bidder must sign and include Bidder's Non-Collusive Affidavit.

**V. BONDS**

**A. GENERAL**

Bonds provided pursuant to a bid or contract award must be from a company that is permitted to write bonds in the State of Connecticut.

Bidder pays for all bonds and may include the cost of bonds in its bid.

An "irrevocable letter of credit" (ILC) is a written commitment by a federally insured financial institution to pay all or part of a stated amount of money, until the expiration date of the letter, upon presentation by the City (the beneficiary) of a written demand related to Bidder's failure to perform. Neither the financial institution nor the Bidder can revoke or condition the ILC. If Bidder will use an ILC, the letter must be in a form acceptable to the City.

**B. BID GUARANTEE**

For all bids over \$50,000, Bidder must furnish with its bid a bid guarantee in the amount of five percent (5%) of its total bid. The bid guarantee is used to ensure that the selected bidder will enter into the award contract with West Haven. A bid guarantee is either:

- a bid bond;
- an irrevocable letter of credit; or
- a certified check payable to the Treasurer, City of West Haven.

Failure to enclose a bid guarantee with your bid, when required, or to submit a guarantee other than one of those specified, is cause for rejection.

Upon the City's bid award, unsuccessful bidders may request the City to return its bid guarantee. The City will retain the awarded Bidder's guarantee until it has fulfilled its obligation with the City of West Haven.

In accordance with Conn. Gen. Stat. § 49-41(f), for each bid of more than five hundred thousand dollars (\$500,000) for the construction, reconstruction, alteration, remodeling, repair, or demolition of any public building for work by the City, paid for, in whole or in part, with state funds, Bidder must ensure the surety contract contains the state required language.

**C. PERFORMANCE GUARANTEE**

For each contract exceeding one hundred thousand dollars (\$100,000) in amount, Bidder must furnish to the City, in the amount of the bid, on or before signing the award contract, either:

- a performance bond (100% bond); or
- an irrevocable letter of credit.

**D. PAYMENT BOND**

In accordance with Conn. Gen. Stat. § 49-41(a), for each contract exceeding one hundred thousand dollars (\$100,000) in amount for the construction, alteration, or repair of any public building or public work of the City, Bidder must furnish to the City on or before signing the award contract, a payment bond in the amount of the bid amount (100% bond).

**VI. SUBMISSION**

**A. THE ENVELOPE**

To submit a bid, Bidder must use the bidding pages provided in this solicitation package and enclose its complete bid in a single, sealed envelope. Bidder must address the envelope to:

Department of Finance  
City of West Haven  
355 Main Street  
West Haven, CT 06516-4310

Bidder must mark its envelope with:

- Bidder's name and address in upper left-hand corner of the envelope; and
- the words "BID DOCUMENT," with the solicitation number and the name of the solicitation project in the lower left-hand corner.

The City will reject envelopes that are improperly labelled.

**B. BID DELIVERY CUT-OFF**

Bidder must assure that its bid is in the possession of the City of West Haven Department of Finance prior to the bid opening's stated date and time. The City will reject a late bid. The City will not waive this requirement for a bid delayed by the U.S. Mail or another delivery service.

Within three (3) days of the published date for a bid opening, the City will not issue solicitation addenda except if it needs to extend the date of the bid opening.

**C. CITY HALL CLOSED**

If West Haven City Hall is closed at the delivery cut-off time due to inclement weather, or any other unforeseen event, bids are due at the same time on the next business day City Hall is open at the time of the delivery cut-off.

**VII. CITY EVALUATION**

**A. REJECTION, OPTIONS, AND AWARDS**

If the City believe it is in best interest, the City may:

- reject any or all bids;
- reject any bid options, in whole or in part;
- award any item, group of items, or the entire solicitation; or
- award the solicitation to a state cooperative bidding awardee.

**B. TECHNICAL ERRORS**

The City may waive a technical error in a bid.

**C. MATHEMATICAL ERRORS**

If Bidder makes a mathematical error calculating the bid price, the City will recalculate, and will use the *written unit price*, if necessary.

**VIII. AWARD OF CONTRACT**

**A. LOWEST RESPONSIBLE BIDDER**

In accordance with West Haven Ordinance § 42-8(B), the City will award a contract to the lowest responsible bidder. In determining the lowest responsible bidder, in addition to price, the City will consider:

- (a) the ability, capacity, and skill of Bidder to perform the contract or provide the service required;
- (b) whether Bidder can perform the contract or provide the service promptly or within the time specified without delay or interference;
- (c) the character, integrity, reputation, judgment, experience, and efficiency of Bidder;
- (d) Bidder's quality of performance of previous contracts or services;
- (e) the previous and existing compliance by Bidder with laws and ordinances relating to the contract or services;
- (f) the sufficiency of the financial resources and ability of Bidder to perform the contract or provide the service;
- (g) the quality, availability and adaptability of Bidder's supplies or contractual services to the particular use required;
- (h) the ability of Bidder to provide future maintenance and service for the use of the subject of the contract; and
- (i) the number and scope of conditions attached to Bidder's bid.

The City will reject any bid from a Bidder that:

- owes the City any back taxes on any real or personal property owned by Bidder;
- is in arrears to the City by debt or contract; or
- is in default as to a security or otherwise by any obligation to the City.

**B. CITY-BASED BUSINESS (LOCAL VENDOR) PREFERENCE**

The City may award the contract to a city-based business in accordance with West Haven Ordinance § 42-8(B)(2), summarized below.

A "city-based business" has a principal place of business located within West Haven. To qualify as a city-based business, Bidder must provide evidence of the firm's principal place of business (in the form required by West Haven Ordinance § 42-8(B)(2)) and a signed city-based business affidavit form.

The City determines the lowest responsible bidder as follows:

- On a solicitation with a low bid of \$1,000,000 or less, to a responsible city-based business submitting a bid not more than 10% higher than the low bid and agreeing to match the low bid.
- On a solicitation with a low bid over \$1,000,000 but less than \$5,000,000, to a responsible city-based business submitting a bid not more than 5% higher than the low bid and agreeing to match the low bid.
- On a solicitation with a low bid over \$5,000,000, to a responsible city-based business submitting a bid not more than 3% higher than the low bid and agreeing to match the low bid.

If more than one responsible city-based business qualifies as a low bidder, the City will select the city-based business submitting the lowest bid that will match the low bid.

This subsection does not apply to any solicitation that state or federal law or regulation prohibits local purchasing preferences.

**C. AWARD IF A TIE BID**

If there are two or more responsive bidders, with quality and service being equal, the City will base its decision to award by a drawing of lots or by a coin toss.

**D. ASSIGNMENT OF CONTRACT**

Bidder may not assign an award or contract without the City's prior written consent.

**IX. BIDS TO REMAIN OPEN**

Bidder may not withdraw its bid for a period of sixty (60) calendar days of the date of the bid opening. If City cannot award a contract within sixty calendar days, the City and the awarded bidder may extend this time only by mutual agreement.

**X. EMPLOYMENT**

**A. EQUAL EMPLOYMENT OPPORTUNITY**

If awarded a municipal public works contract, Bidder will comply with Conn. Gen. Stat. § 4a-60, *Nondiscrimination and affirmative action provisions in awarding agency, municipal public works, and quasi-public agency project contracts.*

If awarded a contract for the construction, alteration, or repair of any public building, Bidder will comply with West Haven Ordinance § 12-2(B), concerning equal opportunity in employment.

**B. EMPLOYMENT PREFERENCES**

If awarded a contract for the construction, alteration, or repair of any public building, Bidder will comply with West Haven Ordinance § 12-2(A), concerning employment preferences.

If awarded a contract for the construction or repair of any City building, Bidder will comply with Conn. Gen. Stat. §31-52(b), concerning the preference for U.S. citizens in the labor market area, for citizens of the county, and for citizens of the state.

**C. LABOR WAGE RATES**

If awarded a contract for construction with federal funding in excess of \$2,000, state labor wage rates may apply. Otherwise, if awarded a contract for construction in excess of \$50,000, City labor wage rates may apply.

**D. WORKER TRAINING**

If awarded a contract for a public works project, Bidder will comply with Conn. Gen. Stat. § 31-53b(a), unless an exception from § 31-53b(d) applies.

**E. APPRENTICESHIP PROGRAM**

If awarded a contract for the construction, alteration, or repair of any public building employing mechanics, laborers, and workmen, Bidder will comply with West Haven Ordinance § 12-2, concerning apprenticeships.

**XI. QUESTIONS**

Any questions about this solicitation must be submitted in writing via email to [wpetro@westhaven-ct.gov](mailto:wpetro@westhaven-ct.gov). Questions asked in any other manner will not be answered.

# OPM Review of West Haven Recommended FY 2023 Budget

## General Fund

### Revenues

Overall General Fund revenues increase by \$2.8 million, or 1.7%, in the recommended FY 2023 budget. The most significant changes in revenues are reflected in the Intergovernmental category which now recognizes the formula change for the PILOT grant from last fiscal year as well as the effects of the proposed reduction to the motor vehicle mill rate cap.

#### Revenue Summary

Category	FY 2022 Budget	FY 2023 Recommended	Change vs FY 2021	Percent Change
Property Taxes	\$104,494,040	\$103,818,631	(\$675,409)	-0.6%
Intergovernmental	\$54,310,954	\$57,582,530	\$3,271,576	6.0%
Licenses & Permits	\$1,761,396	\$1,732,107	(\$29,289)	-1.7%
Fines, Forfeits, Penalties	\$276,847	\$246,491	(\$30,356)	-11.0%
Use of Money/Property	\$67,700	\$80,611	\$12,911	19.1%
Charges for Services	\$1,600,400	\$1,980,400	\$380,000	23.7%
Other Revenue	\$2,282,577	\$2,274,435	(\$8,142)	-0.4%
Other Financing Sources	\$748,785	\$624,004	(\$124,781)	-16.7%
<b>Total Revenue</b>	<b>\$165,542,699</b>	<b>\$168,339,209</b>	<b>\$2,796,510</b>	<b>1.7%</b>

### Property Taxes

**Grand List:** Overall changes in the October 2021 Grand List are shown in the table below. Some adjustment to the Net Taxable Grand List may be needed after the Board of Assessment Appeals concludes its work.

#### Grand List

	FY 2022 Oct. 2020	FY 2023 Oct. 2021	Change	Percent Change
Real Estate	2,575,534,936	2,579,943,883	4,408,947	0.2%
Motor Vehicles	287,802,252	367,793,440	79,991,188	27.8%
Personal Property	168,292,475	177,889,090	9,596,615	5.7%
<b>Total Net Assessment</b>	<b>3,031,629,663</b>	<b>3,125,626,413</b>	<b>93,996,750</b>	<b>3.1%</b>

Note: Values before Board of Assessment Appeals

The majority of the Grand List increase of 3.1% is attributable to the increase in motor vehicle valuations, which is consistent with state-wide trends.



## OPM Review of West Haven Recommended FY 2023 Budget

**Mill rates:** The Recommended FY 2023 Budget maintains a mill rate of 34.00 mills for Real Estate and Personal Property (RE/PP). The mill rate for motor vehicles (MV) is lowered from the current mill rate of 37.00 mills to 26.00 mills in FY 2023. The MV mill rate responds to the proposal in the Governor’s mid-term budget to cap MV mill rates at 29.00 mills. When combined with the proposed MV mill rates for the Allingtown Fire Department and the independent fire districts (3.00 mills each), the overall MV mill rate complies with the proposed cap.

Mill Rates	General Fund	Capital Fund	Combined
<b>FY 2022</b>			
RE/PP	33.87	0.13	34.00
MV	36.87	0.13	37.00
<b>FY 2023</b>			
RE/PP	33.85	0.15	34.00
MV	25.85	0.15	26.00

**Current and Non-Current Taxes:** Current Property Taxes decrease by approximately \$683,000, or -0.7% in the recommended budget as the combined effect of grand list growth and the reduction to the motor vehicle mill rate. Growth in the Real Estate and Personal Property portions of the Grand List generate more than \$400,000 in additional property tax revenue. The increase in the Motor Vehicle portion of the Grand List is offset by the reduction of the Motor Vehicle mill rate to comply with the lowered Motor Vehicle mill rate cap as proposed in the Governor’s mid-term budget. The resulting net effect on Motor Vehicle taxes is a decrease of -\$1.09 million compared to the current year.

Non-Current Property Taxes are budgeted in the same amount as FY 2022 (\$1.77 million). Interest and Lien Fees show a small increase of less than ten thousand dollars.

**Tax Collection Rate:** The proposed budget assumes a collection rate of 98.4%. This rate has been used for budgeting purposes for the last several years. Actual collection rates for the last three audited fiscal years are shown below:

- FY 2020: 97.85%
- FY 2019: 98.35%
- FY 2018: 98.43%

\* FY 2021 audited statements not yet available

### Assumptions in 5-Year Plan:

Total revenues in the proposed budget as compared to the updated 5-Year Plan are shown in the following table.

Revenue Category	Updated 5-Yr Plan FY 2023	Proposed Budget FY 2023
Property Taxes	\$105,454,051	\$103,818,631
Intergovernmental (not incl. MRF)	\$53,340,876	\$57,582,530
All Other Revenue	<u>\$6,464,676</u>	<u>\$6,938,048</u>
Total Revenue	\$165,259,603	\$168,339,209

# OPM Review of West Haven Recommended FY 2023 Budget

**Grand List:** The updated 5-Year Plan assumed that minimal growth in the Grand List would be offset by certain properties related to development projects coming off of the taxable property list temporarily, resulting in a flat taxable Grand List.

**Mill Rates:** The 5-Year Plan assumed the RE/PP mill rate would increase by 0.21 mills to 34.21 with no change to the MV mill rate.

**Current and Non-Current Taxes:** Current Property Taxes in the 5-Year Plan were projected to increase by about \$1 million, attributable to the modest mill rate plus increases in collections on non-current taxes.

**Tax Collection Rate:** The 5-Year Plan assumed a tax collection rate of 98.4% in each year of the plan.

## Intergovernmental: State and Federal Aid

Sources of State and Federal Aid are grouped together in the From Other Agencies category in the City’s budget document. Funding in this category increases by \$3.27 million, or 6.0% in FY 2023 compared to FY 2022. The increase is the net effect of the shifts shown in the following table and further explained below.

Major Changes in Intergovernmental Revenues	FY 2022 Budget	FY 2023 Recommended	Change vs FY 2021
Payment In Lieu of Taxes (PILOT)	5,527,988	8,741,348	3,213,360
Motor Vehicle Tax Reimbursement	0	1,632,114	1,632,114
American Recovery Plan Act (ARPA)	1,575,000	0	(1,575,000)
Cumulative Impact of Major Changes in Intergovernmental	7,102,988	10,373,462	3,270,474

*State Aid* – Recurring sources of State Aid in the proposed budget represent 34% of total General Fund revenues. The amounts included for FY 2023 reflect the tiered PILOT grant which increased substantially as a result of the revised formula in FY 2022. Since the revisions to the PILOT formula were adopted by the State after the City’s budget adoption, the FY 2022 budget did not include the additional revenue. The FY 2023 budget now recognizes the enhanced funding level.

The FY 2023 budget also includes reimbursement from the State related to the cap on motor vehicle mill rates. The calculation of the FY 2023 amount is based on the October 2020 grand list and on the difference between a capped mill rate at 29.00 mills and the City’s mill rate for Real Estate/Personal Property at 34.00 mills.

The budgeted amounts for State Aid are generally consistent with the Governor’s mid-term budget. One potential exception is the \$181,198 for Pilot-State Owned Property. This item may need to be removed from the budget as it appears the amount budgeted in a separate Pilot account has already accounted for State Owned Property.

*Municipal Restructuring Funds* – No Municipal Restructuring Funds are included in either the FY 2022 or FY 2023 budget.

## OPM Review of West Haven Recommended FY 2023 Budget

*American Rescue Plan Act (Federal)* – The City had originally included a portion of its expected ARPA funding as a revenue source in the FY 2022 budget. When the State adopted budget included considerably more tiered PILOT funding than had been anticipated, the City no longer had a need to use ARPA funds as an operating revenue. ARPA funding is not projected as a General Fund revenue in FY 2022 nor budgeted as revenue in FY 2023.

Assumptions in 5-Year Plan: The 5-Year Plan assumed level funding of most sources of State Aid. A conservative assumption regarding the increased revenue from the tiered PILOT formula was included in the plan (additional \$500,000 per year).

### Other Revenues and Financing Sources

All other revenues and financing sources, including fees, licenses, fines, investment income and transfers from other funds make up 4.1% of General Fund revenues. In the aggregate, these sources increase by \$200,343, or 3.0% in the FY 2023 budget. The most significant change in these categories is a \$500,000 increase in projected land recording fees as a result of updates to the fee schedule. This increase is partially offset by reductions in projected Parks and Recreation fees and a reduction in the transfer from the Sewer Fund (based on scheduled debt service payments).

Assumptions in 5-Year Plan: Other Revenue Sources in the 5-Year Plan were generally assumed to increase by 1-2% per year. Total revenues for this group of revenue sources totaled \$6.5 million in the 5-Year Plan compared to \$6.9 million in the Recommended FY 2023 Budget. The single largest source of the variance is the increase in land recording fees.

# OPM Review of West Haven Recommended FY 2023 Budget

## Expenditures

Overall expenditures increase by \$2.8 million, or 1.7% in the proposed FY 2023 budget. The budgeted expenditures include a set-aside of \$150,000 for fund balance. This is essentially a budgeted surplus, but is treated as an expense in the budget document. Absent the set aside for fund balance, all other expenditures increase by 1.8% in the proposed budget.

### Expenditure Summary

Category	FY 2022 Budget	FY 2023 Recommended	Change vs FY 2022	Percent Change
General Government	\$2,230,036	\$2,535,651	\$305,615	13.7%
Planning & Development	\$1,126,953	\$1,311,885	\$184,932	16.4%
Finance	\$2,664,389	\$2,961,124	\$296,735	11.1%
Public Safety	\$16,307,767	\$17,275,915	\$968,148	5.9%
Public Works	\$11,367,762	\$12,601,134	\$1,233,372	10.8%
Human Resources (Human Services)	\$2,260,778	\$2,465,623	\$204,845	9.1%
Library	\$1,521,544	\$1,575,374	\$53,830	3.5%
Board of Education	\$89,960,421	\$89,960,421	\$0	0.0%
Operating Charges	\$18,714,103	\$21,456,887	\$2,742,784	14.7%
Debt Service	\$17,900,579	\$14,628,695	-\$3,271,884	-18.3%
Contingency	\$1,188,367	\$1,416,500	\$228,133	19.2%
<b>Total Expenditures</b>	<b>\$165,242,699</b>	<b>\$168,189,209</b>	<b>\$2,946,510</b>	<b>1.8%</b>
<i>Set-aside for Fund Balance adjustment</i>	<i>\$300,000</i>	<i>\$150,000</i>	<i>-\$150,000</i>	<i>-50.0%</i>
<b>Expenditures with Fund Balance adjustment</b>	<b>\$165,542,699</b>	<b>\$168,339,209</b>	<b>\$2,796,510</b>	<b>1.7%</b>

## Payroll/Personnel Services

Regular salaries increase by approximately \$1.16 million, or 5.95% in the proposed budget. More than half of this increase is a result of the net increase in the number of positions funded. The accompanying table depicts the addition of new or previously unfunded positions as well as eliminated positions and the resulting net increase of nine funded positions.

The net increase of nine positions is estimated to account for approximately \$628,000 of the increase in regular salaries in the budget. Most of the remaining increase appears to be attributable to budgeted salary adjustment based on labor contracts and labor negotiations.

The Recommended Budget also increases funding for Police overtime expenses by approximately \$430,000 and an additional \$33,000 in other departments.

Change in Funded Full Time Positions	
<u>Additions</u>	<u>FTE</u>
Organization Development Specialist (HR/Personnel)	1.0
Grant Writer	1.0
Jr. Accountant/Budget Analyst	1.0
Procurement Director	1.0
Procurement Administration	1.0
IT Network Security Engineer	1.0
Police Captain	1.0
Traffic Records Clerk (Police Dept.)	1.0
Parks and Recreation Admin. Secretary	1.0
Health Educator	1.0
Sanitarian (Health Dept.)	1.0
<u>Deletions</u>	
Printer	(1.0)
Computer Operator (Police Dept.)	(1.0)
<b>Net Change in Funded Full Time Positions</b>	<b>9.0</b>

# OPM Review of West Haven Recommended FY 2023 Budget

Assumptions in 5-Year Plan: The 5-Year Plan assumed one new hire in FY 2023 (Police Department) plus contractually required wage increases.

## Employee Benefits

*Health Insurance* – Overall, the budget for health insurance benefits for City active and retirees increases by \$1.3 million, or 12.9%. The table below depicts the funding for active employees covered in the State Partnership Plan and for retirees who continue to be covered in the self-insured Anthem Plan or receiving Medicare supplemental benefits through the Zenith Plan. The funding increase for active employees in the Partnership plan would represent the combined effect of changes in premiums as well as the cost of benefits for new positions.

	FY 2022 Budget	FY 2023 Recommended	Change vs FY 2022	Percent Change
Health Insurance				
CT Partnership	5,526,392	6,415,486	889,094	16.1%
Retirees	<u>4,755,117</u>	<u>5,189,928</u>	<u>434,811</u>	<u>9.1%</u>
Total Health Insurance	10,281,509	11,605,414	1,323,905	12.9%

*Police Pension* – The recommended budget provides an additional \$1.2 million toward the Police pension plan, based on an actuarial valuation (as of 7/1/21) in the process of being finalized.

*Other Benefits* – Changes in Other Benefits accounts include increases of about 8% for both the City’s FICA contribution and for employees’ defined contribution plan, and appears to be driven in part by the increase in the number of funded positions. The remaining accounts in this category increase by a net \$10,100.

### Assumptions in 5-Year Plan:

*Health Insurance* - The 5-Year Plan based health insurance costs on a 7.0% increases in the State Partnership Plan (active employees) and 15% in self-insured rates for retirees. This assumption yielded a projected health insurance cost that was approximately \$573,000 lower than the amount in the proposed budget.

*Police Pension* – Police Pension in the 5-Year Plan was based on the long-term projections of the ADEC from the August 2019 valuation report. The preliminary projections provided to the City based on the valuation currently being completed are considerably higher than those from the prior valuation. The budgeted Police Pension contribution for FY 2023 is approximately \$1.18 million higher than was contemplated in the 5-Year Plan.

*Other Benefits* – Other Benefits are in line with the figures included in the 5-Year Plan.

## Non-Payroll Expenses

Significant year-over-year changes in non-payroll expenses include the following:

- An increase of \$55,000 for outside legal and other consulting services in the Corporation Counsel office.

## OPM Review of West Haven Recommended FY 2023 Budget

- An addition of \$50,000 for a records digitization project in the City Clerk's Office.
- An additional \$50,000 for economic development consulting bringing the total amount for this purpose to \$100,000.
- An increase of about \$200,000 in the cost of maintaining fleet vehicles.
- An increase of approximately \$573,000 in solid waste collection and disposal costs.
- An increase of \$92,400 in various building maintenance expenses.
- Increases totaling about \$216,000 across Public Works highways and parks services.

### Debt Service

Debt Service expenses in the proposed budget decline by \$3.27 million as expected as a result of the final payments on previously issued pension obligation bonds.

Assumptions in 5-Year Plan: Debt Service for FY 2023 in the 5-Year Plan totaled \$12.4 million. Additional analysis is needed to determine whether the variance compared to the recommended budget is attributable to the Fall 2021 bond issuance, planned future borrowing by the City, or some other factor.

### Education

The proposed FY 2023 budget level funds the General Fund contribution for Education at \$89,960,421. The Board of Education has provided an all-funds summary for FY 2023 that outlines all sources of funding and related expenditures. The all-funds summary reflected an Education budget totaling \$106 million.

Assumptions in 5-Year Plan: The updated 5-Year Plan includes an increase of 0.4% to the General Fund contribution to Education in FY 2023, and in subsequent years.

### Contingency Items

The City budgets a wide range of expenditures within the Contingency category. Of the \$1.57 million budgeted in the Contingency category for FY 2023, \$600,000 is budgeted as a true contingency account that would provide a buffer against revenue shortfalls or unanticipated, but necessary, expenditures. This amount equates to less than four tenths of one percent of overall expenditures.

Significant changes in the funding provided in the Contingency category in FY 2022 include:

- A reduction in the set-aside for Fund Balance (i.e. budgeted surplus) from \$300,000 in FY 2022 to \$150,000 in FY 2023.
  - Note: The line item for Fund Balance Adjustment makes reference to WHPD-Restricted. It is not clear if this is meant to indicate an assignment, commitment, or restriction within Fund Balance for a specific purpose, and if so, for what purpose.
- A new item for Uncashed Check Reserve in the amount of \$250,000.

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Assumptions in 5-Year Plan: The 5-Year Plan included \$4.68 million in the Contingency category for FY 2023. The main variances between the Recommended Budget and the 5-Year Plan include the following:

- The 5-Year Plan anticipated a contribution of \$3.95 million to Fund Balance, compared to the \$150,000 in the recommended budget.
- The recommended budget includes \$600,000 for true contingency compared to \$400,000 in the 5-Year Plan.
- The recommended budget includes \$160,000 in continued expense related to the outsourcing of payroll, which was not included in FY 2023 in the 5-Year Plan.
- The Uncashed Check Reserve did not appear in the 5-Year Plan.

### Capital Funding

The recommended FY 2023 budget funds a modest increase of \$73,595 to the Capital Fund, resulting in a total contribution of \$462,045. The City provides a list of proposed uses for this funding on page 114 of the budget document. In the pages that follow the proposed uses of the FY 2023 General Fund contribution to the Capital Fund is a summary 5-year capital improvement plan for fiscal years 2023-2027.

The proposed Capital funding for FY 2023 includes several expenditures previously identified as needed Information Technology investments, including:

- \$45,000 for firewalls
- \$10,000 for wireless access points
- \$75,000 for core network switches
- \$60,000 I.P. Phone
- \$6,845 for uninterrupted power supply
- \$15,000 for Security Maglock System

Assumptions in 5-Year Plan: The 5-Year Plan projected a funding level of \$350,000 for the Capital Fund in FY 2023.