

**Date:** 8/9/2022

**Memo to:** State of CT  
Office of Policy and Management  
ATTN: Julien Freund

**From:** Doug Colter, Grants Coordinator  
City of West Haven

**RE:** City of West Haven-CT-DEEP grant contract  
PAYT Pilot Program

Dear Mr. Freund

The City is requesting the contract between the City and the State of CT Department of Energy and Environmental Protection Solid Waste Division be reviewed and released to the Mayor for signature as soon as possible.

The City has a duty to act timely and in good faith with the execution of a contract following a grant award. Failure to act timely may result in loss of the grant funding, or significant project deployment delays that jeopardize the success of the project. Further, DEEP has statewide media marketing efforts and implementation consultants on the ground that will serve 17 awarded communities. West Haven must be engaged timely in this project to take advantage of the group efforts at implementation.

This 100% state funded grant opportunity was extended to West Haven due in part to our interest and participation in waste management alternatives, and our fiscal needs to address the financial and environmental cost of municipal solid waste management. The project requires West Haven to make purchasing commitments by early September, and engage in public dialogue with its citizens beginning in late August.

The City of West Haven has been advised by DEEP to expect a tripling of our municipal solid waste tipping fees in the next several years. This would result in a 1 mill increase to our tax rate alone. As you may be aware, the state just lost a third of its waste-to-energy incineration capacity, and is now reliant upon three remaining, aged, privately owned facilities to handle all of the State's waste. The only alternative to incineration presently available is to truck waste to landfill operations in Pennsylvania and Ohio, at immense expense.

One of the waste management methods for controlling this cost is to remove compostable and recyclable items from the waste stream. This done by co-collection of consumer separated waste at the residential level. This system is combined with a consumer incentive pricing plan that charges the consumer a nominal fee for bags used to dispose of trash, and allows for free disposal for recyclables and food waste.

DEEP anticipates we can reduce our incineration disposal volume by at least 40% with this method. The tipping fee forecast for food waste is stable and trending down as more plants come on line within our market. Recyclable tipping fees are coming down, and may head back into revenue production territory in the foreseeable future. Municipal Solid Waste tipping fees are trending up dramatically.

The cost to implement this pilot project is being fully funded by a grant from DEEP. At the end of the pilot, the City will be able review the data collected and make an informed decision on the experience and

choose to continue or not. The City could not afford the ramp-up costs to make this conversion on its own.

Pilot projects in Stonington, Meriden, and throughout Massachusetts have proven to be very successful and adopted by those towns as a permanent system.

# UBP Co-collection Program: Trash and Food Scraps

A full program in West Haven, including weekly food scrap co-collection at \$0.80/bag, would save about \$500,000 (from 2023 baseline \$878,000) and reduce waste by about 70%.

Co-Collection Summary				
	2024	2025	2026	2027
<b>Revenue / Savings</b>				
<b>Net Bag Revenue*</b>	\$ 589,744	\$ 589,744	\$ 589,744	\$ 589,744
<b>Waste Tip Savings</b>	\$ 603,561	\$ 593,940	\$ 583,981	\$ 327,718
<b>New Program Costs</b>				
<b>Food Tip</b>	\$ (216,347)	\$ (216,347)	\$ (216,347)	\$ (216,347)
<b>Sort and Extra Transport</b>	\$ (480,060)	\$ (480,060)	\$ (352,044)	\$ (192,024)
<b>Other</b>	\$ -	\$ -	\$ -	\$ -
<b>Additional Recycling Cost/Savings</b>	\$ -	\$ -	\$ -	\$ -
	<b>\$ 496,898</b>	<b>\$ 487,276</b>	<b>\$ 605,334</b>	<b>\$ 509,091</b>

\* Net Bag Revenue from Trash and Food Bags

Assumptions:				
Total Free Bags / HH/ Year				
<i>Trash</i>	0	0	0	0
<i>Food Waste</i>	0	0	0	0
Resident Bag Cost / HH/ Year				
<i>Trash</i>	\$0.80	\$0.80	\$0.80	\$0.80
<i>Food Waste</i>	\$0.25	\$0.25	\$0.25	\$0.25
<b>Waste Reduction</b>	<b>70%</b>	<b>70%</b>	<b>70%</b>	<b>70%</b>

# UBP Co-collection Program: Trash and Food Scraps

A full program in West Haven, including weekly food scrap co-collection at \$1.25/bag, would save about 1.2 Million annually (from 2023 baseline \$878,000) and reduce waste by about 70%.

Co-Collection Summary				
	2024	2025	2026	2027
<b>Revenue / Savings</b>				
<b>Net Bag Revenue*</b>	\$ 1,280,809	\$ 1,280,809	\$ 1,280,809	\$ 1,280,809
<b>Waste Tip Savings</b>	\$ 603,561	\$ 593,940	\$ 583,981	\$ 327,718
<b>New Program Costs</b>				
<b>Food Tip</b>	\$ (216,347)	\$ (216,347)	\$ (216,347)	\$ (216,347)
<b>Sort + Extra Transport</b>	\$ (480,060)	\$ (480,060)	\$ (352,044)	\$ (192,024)
<b>Other</b>	\$ -	\$ -	\$ -	\$ -
<b>Additional Recycling Cost/Savings</b>	\$ -	\$ -	\$ -	\$ -
	<b>\$ 1,187,964</b>	<b>\$ 1,178,342</b>	<b>\$ 1,296,399</b>	<b>\$ 1,200,157</b>

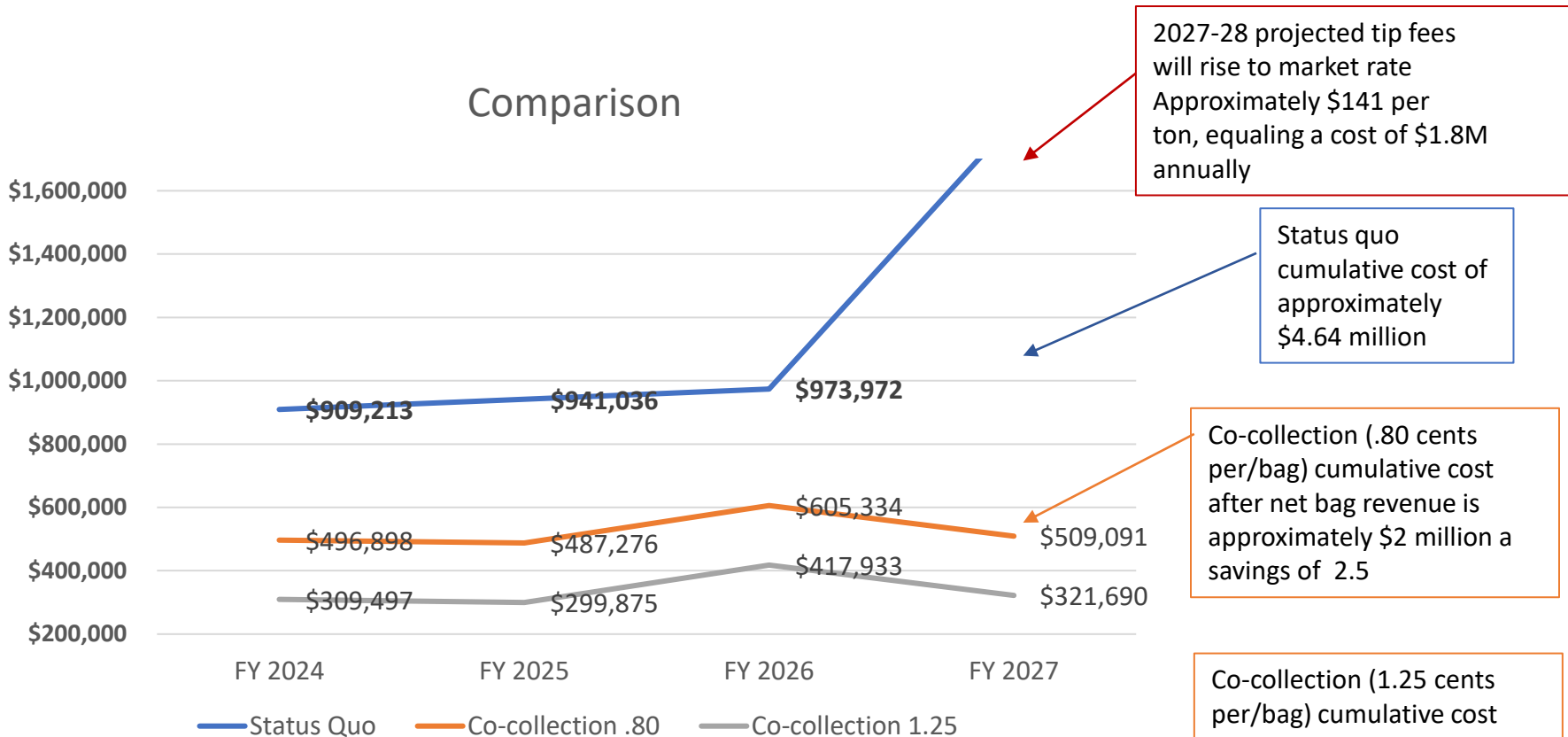
\* Net Bag Revenue from Trash and Food Bags

Assumptions:				
Total Free Bags / HH/ Year				
<i>Trash</i>	0	0	0	0
<i>Food Waste</i>	0	0	0	0
Resident Bag Cost / HH/ Year				
<i>Trash</i>	\$1.25	\$1.25	\$1.25	\$1.25
<i>Food Waste</i>	\$0.25	\$0.25	\$0.25	\$0.25
<b>Waste Reduction</b>	<b>70%</b>	<b>70%</b>	<b>70%</b>	<b>70%</b>

# Net Cost: Status Quo vs Co-Collection

The estimated four-year cumulative cost differential is \$2.5 – 3.2 million

During pilot, the average home would have no additional expense for bags over their current garbage bag cost. After the pilot year, the average home will spend about \$73 to \$120 per year. The program bags will eliminate the need for regular trash bags (the average household spends about \$40 per year on these bags).



2027-28 projected tip fees will rise to market rate  
 Approximately \$141 per ton, equaling a cost of \$1.8M annually

Status quo cumulative cost of approximately \$4.64 million

Co-collection (.80 cents per/bag) cumulative cost after net bag revenue is approximately \$2 million a savings of 2.5

Co-collection (1.25 cents per/bag) cumulative cost after net bag revenue is approximately \$1.4 million a savings of 3.2

**Assumptions:**

- Cost of waste will continue to rise from base of approximately \$68 per ton to approximately \$141 per ton in 2027
- Cost / recycling revenue share will average \$0 per ton, AD will be 65 per ton
- Cost of sortation related to co-collection will decrease as the process become automated (2026 -2027)
- In 2027 West Haven will likely reach market rate for tipping of 141 per ton

CHECK ONE:  
 GRANT  
 PERSONAL SERVICE AGREEMENT

1. THE STATE BUSINESS UNIT AND THE CONTRACTOR AS LISTED BELOW HEREBY ENTER INTO AN AGREEMENT SUBJECT TO THE TERMS AND CONDITIONS STATED HEREIN AND/OR ATTACHED HERETO AND SUBJECT TO THE PROVISIONS OF SECTION 4-98 OF THE CONNECTICUT GENERAL STATUTES AS APPLICABLE.
2. ACCEPTANCE OF THIS CONTRACT IMPLIES CONFORMANCE WITH TERMS AND CONDITIONS SET FORTH BY THE OFFICE OF POLICY AND MANAGEMENT PERSONAL SERVICE AGREEMENT STANDARDS AND PROCEDURES.

(1) <input checked="" type="checkbox"/> ORIGINAL <input type="checkbox"/> AMENDMENT	(2) IDENTIFICATION #s. P.S. 2023-028  P.O.
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CONTRACTOR	(3) CONTRACTOR NAME <b>City of West Haven</b>	(4) ARE YOU PRESENTLY A STATE EMPLOYEE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
	CONTRACTOR ADDRESS 355 Main St, West Haven, CT 06516	CONTRACTOR FEIN/SSN 06-600-2126

STATE AGENCY	(5) AGENCY NAME AND ADDRESS <b>DEEP - Bureau of Materials Management and Compliance Assurance, 79 Elm Street, Hartford, CT 06106-5127</b>	(6) Dept No. DEP43000
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CONTRACT PERIOD	(7) DATE (FROM) Execution	THROUGH (TO) Execution+1year	(8) INDICATE <input type="checkbox"/> MASTER AGREEMENT <input type="checkbox"/> CONTRACT AWARD NO. _____ <input checked="" type="checkbox"/> NEITHER
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(9) CONTRACTOR AGREES TO: (Include special provisions - Attach additional blank sheets if necessary.)

1. Performance: Do, conduct, perform or cause to be performed in a satisfactory and proper manner as determined by the Commissioner of Energy and Environmental Protection, all work described in Appendix A, which is attached hereto and made a part hereof.

Appendix A consists of 6 pages numbered A-1 through A-6 inclusive.

Page 1 of 7

Standard Terms and Conditions are contained in Pages 2 through 7 and are attached hereto and made a part hereof.

(10) PAYMENT TO BE MADE UNDER THE FOLLOWING SCHEDULE UPON RECEIPT OF PROPERLY EXECUTED AND APPROVED INVOICES.

Cost and Schedule of Payments is attached hereto as Appendix B, and made a part hereof. (Appendix B consists of 1 page(s) numbered B-1.

Total Payments Not to Exceed the Maximum Amount of \$1,310,200.00

(11) OBLIGATED AMOUNT  
**\$1,310,200.00**

(12) Amount	(13) Dept	(14) Fund	(15) SID	(16) Program	(17) Project	(18) Activity	(19) Bud Ref	(20) Agency CF 1	(21) Agency CF 2	(22) Account
\$1,310,200.00	DEP44920	11000	12488	63099	DEPA00006000073	155006				55050

An individual entering into a Personal Service Agreement with the State of Connecticut is contracting under a "work-for-hire" arrangement. As such, the individual is an independent contractor, and does not satisfy the characteristics of an employee under the common law rules for determining the employer/employee relationship of Internal Revenue Code Section 3121 (d) (2). Individuals performing services as independent contractors are not employees of the State of Connecticut and are responsible themselves for payment of all State and local income taxes, federal income taxes and Federal Insurance Contribution Act (FICA) taxes.

<b>ACCEPTANCES AND APPROVALS</b>	<b>(23) STATUTORY AUTHORITY</b> CGS Sec. 4-8 as amended; CGS Sec. 22a-6(a)(2) as amended CGS Sec. 7-148(c) as amended (mun. auth.)	
(24) CONTRACTOR (OWNER OR AUTHORIZED SIGNATURE)	TITLE	DATE
(25) AGENCY (AUTHORIZED OFFICIAL)	TITLE	DATE
(26) ATTORNEY GENERAL (APPROVED AS TO FORM)		DATE

DISTRIBUTION: CONTRACTOR AGENCY FUNDS AVAILABLE: \_\_\_\_\_

1. Definitions:

- (a) State. The State of Connecticut, including the Department of Energy and Environmental Protection and any office, department, board, council, commission, institution or other agency of the State.
- (b) Commissioner. The Commissioner of Energy and Environmental Protection or the Commissioner's designated agent.
- (c) Parties. The Department of Energy and Environmental Protection (DEEP or Agency) and the Contractor.
- (d) Contractor Parties. Contractor Parties shall be defined as a Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract and the Contractor intends for such other person or entity to Perform under the Contract in any capacity. To the extent that any Contractor Party is to participate or Perform in any way, directly or indirectly in connection with the Contract, any reference in the Contract to the "Contractor" shall also be deemed to include "Contractor Parties", as if such reference had originally specifically included "Contractor Parties" since it is the Parties' intent for the terms "Contractor Parties" to be vested with the same respective rights and obligations as the terms "Contractor."
- (e) Contract. This agreement, as of its Effective Date, between the Contractor and the State for any or all goods or services as more particularly described in Appendix A.
- (f) Execution. This contract shall be fully executed when it has been signed by authorized representatives of the parties, and if it is for an amount of Twenty-five thousand dollars (\$25,000.00) or more, by the authorized representative of the state Attorney General's office.
- (g) Exhibits. All attachments, appendices or exhibits referred to in and attached to this Contract are incorporated in this Contract by such reference and shall be deemed to be a part of it as if they had been fully set forth in it.
- (h) Records. For the purposes of this Contract, records are defined as all working papers and such other information and materials as may have been accumulated by the Contractor in performing the Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form.
- (i) Confidential Information. Confidential Information shall mean any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that the Department classifies as "confidential" or "restricted." Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.
- (j) Confidential Information Breach. Confidential Information Breach shall mean, generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the client, the Contractor, the Department or State.
- (k) Claim. Claim shall mean, all actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.

2. Audit Requirements for Recipients of State Financial Assistance. For purposes of this paragraph, the word "contractor" shall be deemed to mean "nonstate entity," as that term is defined in Section 4-230 of the Connecticut General Statutes. The contractor shall provide for an annual financial audit acceptable to the Agency for any expenditure of state-awarded funds made by the contractor. Such audit shall include management letters and audit recommendations. The State Auditors of Public Accounts shall have access to all records and accounts for the fiscal year(s) in which the award was made. The contractor will comply with federal and state single audit standards as applicable.

3. Forum and Choice of Law. The parties deem the Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

4. Termination.

- (a) Notwithstanding any provisions in this Contract, the Agency, through a duly authorized employee, may Terminate the Contract whenever the Agency makes a written determination that such Termination is in the best interests of the State. The Agency shall notify the Contractor in writing of Termination pursuant to this section, which notice shall specify the effective date of Termination

and the extent to which the Contractor must complete its Performance under the Contract prior to such date.

- (b) Notwithstanding any provisions in this Contract, the Agency, through a duly authorized employee, may, after making a written determination that the Contractor has breached the Contract, Terminate the Contract in accordance with the provisions in the Breach section of this Contract.
- (c) The Agency shall send the notice of Termination via certified mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to the Agency for purposes of correspondence, or by hand delivery. Upon receiving the notice from the Agency, the Contractor shall immediately discontinue all services affected in accordance with the notice, undertake all commercially reasonable efforts to mitigate any losses or damages, and deliver to the Agency all Records. The Records are deemed to be the property of the Agency and the Contractor shall deliver them to the Agency no later than thirty (30) days after the Termination of the Contract or fifteen (15) days after the Contractor receives a written request from the Agency for the Records. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.
- (d) Upon receipt of a written notice of Termination from the Agency, the Contractor shall cease operations as the Agency directs in the notice, and take all actions that are necessary or appropriate, or that the Agency may reasonably direct, for the protection, and preservation of the Goods and any other property. Except for any work which the Agency directs the Contractor to Perform in the notice prior to the effective date of Termination, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.
- (e) The Agency shall, within forty-five (45) days of the effective date of Termination, reimburse the Contractor for its Performance rendered and accepted by the Agency, in addition to all actual and reasonable costs incurred after Termination in completing those portions of the Performance which the notice required the Contractor to complete. However, the Contractor is not entitled to receive and the Agency is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by the Agency, the Contractor shall assign to the Agency, or any replacement contractor which the Agency designates, all subcontracts, purchase orders and other commitments, deliver to the Agency all Records and other information pertaining to its Performance, and remove from State premises, whether leased or owned, all of Contractor's property, equipment, waste material and rubbish related to its Performance, all as the Agency may request.
- (f) For breach or violation of any of the provisions in the section concerning Representations and Warranties, the Agency may Terminate the Contract in accordance with its terms and revoke any consents to assignments given as if the assignments had never been requested or consented to, without liability to the Contractor or Contractor Parties or any third party.
- (g) Upon Termination of the Contract, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the sections which survive Termination. All representations, warranties, agreements and rights of the parties under the Contract shall survive such Termination to the extent not otherwise limited in the Contract and without each one of them having to be specifically mentioned in the Contract.
- (h) Termination of the Contract pursuant to this section shall not be deemed to be a breach of contract by the Agency.

5. Tangible Personal Property.

- (a) The Contractor on its behalf and on behalf of its Affiliates, as defined below, shall comply with the provisions of Conn. Gen. Stat. §12-411b, as follows:
  - (1) For the term of the Contract, the Contractor and its Affiliates shall collect and remit to the State of Connecticut, Department of Revenue Services, any Connecticut use tax due under the provisions of Chapter 219 of the Connecticut General Statutes for items of tangible personal property sold by the Contractor or by any of its Affiliates in the same manner as if the Contractor and such Affiliates were engaged in the business of selling tangible personal property for use in Connecticut and had sufficient nexus under the provisions of Chapter 219 to be required to collect Connecticut use tax;
  - (2) A customer's payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax;
  - (3) The Contractor and its Affiliates shall remit all use taxes they collect from customers on or before the due date specified in the Contract, which may not be later than the last day of the month next succeeding the end of a calendar quarter or other tax collection period during which the tax was collected;
  - (4) The Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and
  - (5) Any Contractor or Affiliate who fails to remit use taxes collected on behalf of its customers by the due date specified in the Contract shall be subject to the interest and penalties provided for persons required to collect sales tax under chapter 219 of the general statutes.
- (b) For purposes of this section of the Contract, the word "Affiliate" means any person, as defined in section 12-1 of the general statutes, which controls, is controlled by, or is under common control with another person. A person controls another person if the person owns, directly or indirectly, more than ten per cent of the voting securities of the other person. The word "voting security" means a security that confers upon the holder the right to vote for the election of members of the board of directors or similar governing body of the business, or that is convertible into, or entitles the holder to receive, upon its exercise, a security that confers such a right to vote. "Voting security" includes a general partnership interest.
- (c) The Contractor represents and warrants that each of its Affiliates has vested in the Contractor plenary authority to so bind the Affiliates in any agreement with the State of Connecticut. The Contractor on its own behalf and on behalf of its Affiliates shall also provide, no later than 30 days after receiving a request by the State's contracting authority, such information as the State may require to ensure, in the State's sole determination, compliance with the provisions of Chapter 219 of the Connecticut General Statutes, including, but not limited to, §12-411b.



6. Indemnification.

- (a) The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Contractor's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance.
- (b) The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any other person or entity acting under the direct control or supervision of the State.
- (c) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.
- (d) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.
- (e) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall cause the State to be named as an additional insured on the policy and shall provide (1) a certificate of insurance, (2) the declaration page and (3) the additional insured endorsement to the policy to the State and the Agency all in an electronic format acceptable to the State prior to the Effective Date of the Contract evidencing that the State is an additional insured. The Contractor shall not begin Performance until the delivery of these three documents to the Agency. Contractor shall provide an annual electronic update of the three documents to the Agency and the State on or before each anniversary of the Effective Date during the Contract term. State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that State is contributorily negligent.
- (f) This section shall survive the Termination of the Contract and shall not be limited by reason of any insurance coverage.

7. Sovereign Immunity. The parties acknowledge and agree that nothing in the Solicitation or the Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Contract. To the extent that this section conflicts with any other section, this section shall govern.

8. Campaign Contribution Restriction. For all State contracts, defined in section 9-612 of the Connecticut General Statutes as having a value in a calendar year of \$50,000 or more, or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Contract represent that they have received the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice.

9. Confidential Information. The Agency will afford due regard to the Contractor's request for the protection of proprietary or confidential information which the Agency receives. However, all materials associated with the Bid and the Contract are subject to the terms of the Connecticut Freedom of Information Act ("FOIA") and all corresponding rules, regulations and interpretations. In making such a request, the Contractor may not merely state generally that the materials are proprietary or confidential in nature and not, therefore, subject to release to third parties. Those particular sentences, paragraphs, pages or sections that the Contractor believes are exempt from disclosure under the FOIA must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exemption consistent with the FOIA must accompany the request. The rationale and explanation must be stated in terms of the prospective harm to the competitive position of the Contractor that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the FOIA. To the extent that any other provision or part of the Contract, especially including the Bid, the Records and the specifications, conflicts or is in any way inconsistent with this section, this section controls and shall apply and the conflicting provision or part shall not be given effect. If the Contractor indicates that certain documentation is submitted in confidence, by specifically and clearly marking said documentation as "CONFIDENTIAL," the Agency will endeavor to keep said information confidential to the extent permitted by law. The Agency, however, has no obligation to initiate, prosecute or defend any legal proceeding or to seek a protective order or other similar relief to

10. disclosure of any information that is sought pursuant to a FOIA request. The Contractor shall have the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. In no event shall the Agency or the State have any liability for the disclosure of any documents or information in its possession which the Agency believes are required to be disclosed pursuant to the FOIA or other requirements of law.

11. Protection of Confidential Information.

- (a) Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach

any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.

- (b) Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the Agency or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:
  - (1) A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
  - (2) Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
  - (3) A process for reviewing policies and security measures at least annually;
  - (4) Creating secure access controls to Confidential Information, including but not limited to passwords; and
  - (5) Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.
- (c) The Contractor and Contractor Parties shall notify the Agency and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Agency and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from the Agency, any State of Connecticut entity or any affected individuals.
- (d) The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.
- (e) Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to HIPAA or the provisions of this Contract concerning the obligations of the Contractor as a Business Associate of Covered Entity.

12. Executive Orders and Other Enactments.

- (a) All references in this Contract to any Federal, State, or local law, statute, public or special act, executive order, ordinance, regulation or code (collectively, "Enactments") shall mean Enactments that apply to the Contract at any time during its term, or that may be made applicable to the Contract during its term. This Contract shall always be read and interpreted in accordance with the latest applicable wording and requirements of the Enactments. Unless otherwise provided by Enactments, the Contractor is not relieved of its obligation to perform under this Contract if it chooses to contest the applicability of the Enactments or the Client Agency's authority to require compliance with the Enactments.
- (b) This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of this Contract as if they had been fully set forth in it.
- (c) This Contract may be subject to (1) Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services; and (2) Executive Order No. 61 of Governor Dannel P. Malloy promulgated December 13, 2017 concerning the Policy for the Management of State Information Technology Projects, as issued by the Office of Policy and Management, Policy ID IT-SDLC-17-04. If any of the Executive Orders referenced in this subsection is applicable, it is deemed to be incorporated into and made a part of this Contract as if fully set forth in it.

- 13. Antitrust Provision. Contractor hereby irrevocably assigns to the State of Connecticut all rights, title and interest in and to all Claims associated with this Contract that Contractor now has or may or will have and that arise under the antitrust laws of the United States, 15 USC Section 1, *et seq.* and the antitrust laws of the State of Connecticut, Connecticut General Statute § 35-24, *et seq.*, including but not limited to any and all Claims for overcharges. This assignment shall become valid and effective immediately upon the accrual of a Claim without any further action or acknowledgment by the parties.
- 14. State Liability. The State of Connecticut shall assume no liability for payment for services under the terms of this agreement until the contractor is notified that this agreement has been accepted by the contracting agency and, if applicable, approved by the Office of Policy and Management (OPM) or the Department of Administrative Services (DAS) and by the Attorney General of the State of Connecticut.
- 15. Distribution of Materials. The Contractor shall obtain written approval from the Commissioner prior to the distribution or publication of any materials prepared under the terms of this Contract. Such approval shall not be unreasonably withheld.
- 16. Change in Principal Project Staff. Any changes in the principal project staff must be requested in writing and approved in writing by the Commissioner at the Commissioner's sole discretion. In the event of any unapproved change in principal project staff, the Commissioner may, in the Commissioner's sole discretion, terminate this Contract.

17. Further Assurances. The Parties shall provide such information, execute and deliver any instruments and documents and take such other actions as may be necessary or reasonably requested by the other Party which are not inconsistent with the provisions of this Contract and which do not involve the vesting of rights or assumption of obligations other than those provided for in the Contract, in order to give full effect to the Contract and to carry out the intent of the Contract.
18. Recording and Documentation of Receipts and Expenditures. Accounting procedures must provide for accurate and timely recording of receipt of funds by source, expenditures made from such funds, and of unexpended balances. Controls must be established which are adequate to ensure that expenditures under this Contract are for allowable purposes and that documentation is readily available to verify that such charges are accurate.
19. Assignability. The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Commissioner thereto: provided, however, that claims for money due or to become due the Contractor from the Commissioner under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Commissioner.
20. Third Party Participation. The Contractor may make sub-awards, using either its own competitive selection process or the values established in the state's competitive selection process as outlined in DAS General Letter 71, whichever is more restrictive, to conduct any of the tasks in the Scope of Work contained in Appendix A. The Contractor shall advise the Commissioner of the proposed sub-awardee and the amount allocated, at least two (2) weeks prior to the making of such awards. The Commissioner reserves the right to disapprove such awards if they appear to be inconsistent with the program activities to be conducted under this grant. As required by Sec. 46a-68j-23 of the Connecticut Regulations of State Agencies the Contractor must make a good faith effort, based upon the availability of minority business enterprises in the labor market area, to award a reasonable proportion of all subcontracts to such enterprises. When minority business enterprises are selected, the Contractor shall provide DEEP with a copy of the Affidavit for Certification of Subcontractors as Minority Business Enterprises (MBE) along with a copy of the purchase order or contract engaging the Subcontractor. The Contractor shall be the sole point of contact concerning the management of the Contract, including performance and payment issues. The Contractor is solely and completely responsible for adherence by any subcontractor to all the applicable provisions of the Contract.
21. Set Aside. State agencies are subject to the requirements of CGS sec. 4a-60g. Unless otherwise specified by the invitation to bid, general contractors intending to subcontract any portion of work under this Contract shall subcontract 25% of the total contract value to small contractors certified by the Department of Administrative Services (DAS) and are further required to subcontract 25% of that 25% to minority and women small contractors certified as minority business enterprises by DAS. Selected general contractors that are certified by DAS as small contractors, minority business enterprises, or both are excused from this requirement but must comply with CGS sec. 4a-60g(e) and complete a minimum of 30% of the work by dollar value with their own workforces and ensure at least 50% of the work overall by dollar value is completed by contractors or subcontractors certified as small contractors or minority business enterprises by DAS.
22. Procurement of Materials and Supplies. The Contractor may use its own procurement procedures which reflect applicable State and local law, rules and regulations provided that procurement of tangible personal property having a useful life of more than one year and an acquisition cost of one thousand dollars (\$1,000.00) or more per unit be approved by the Commissioner before acquisition.
23. Americans with Disabilities Act. The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 ("Act"), to the extent applicable, during the term of the Contract. The DEEP may cancel the Contract if the Contractor fails to comply with the Act.
24. Affirmative Action and Sexual Harassment Policies. The Contractor agrees to comply with the Departments Affirmative Action and Sexual Harassment Policies available on DEEP's web site. Hard copies of the policy statements are available upon request at DEEP.
25. Breach. If either Party breaches the Contract in any respect, the non-breaching Party shall provide written notice of the breach to the breaching Party and afford the breaching Party an opportunity to cure within ten (10) days from the date that the breaching Party receives the notice. In the case of a Contractor breach, any other time period which the Agency sets forth in the notice shall trump the ten (10) days. The right to cure period shall be extended if the non-breaching Party is satisfied that the breaching Party is making a good faith effort to cure but the nature of the breach is such that it cannot be cured within the right to cure period. The notice may include an effective Contract Termination date if the breach is not cured by the stated date and, unless otherwise modified by the non-breaching Party in writing prior to the Termination date; no further action shall be required of any Party to effect the Termination as of the stated date. If the notice does not set forth an effective Contract Termination date; then the non-breaching Party may Terminate the Contract by giving the breaching Party no less than twenty-four (24) hours' prior written notice. If the Agency believes that the Contractor has not performed according to the Contract, the Agency may withhold payment in whole or in part pending resolution of the Performance issue, provided that the Agency notifies the Contractor in writing prior to the date that the payment would have been due.
26. Severability. If any term or provision of the Contract or its application to any person, entity or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder of the Contract or the application of such term or provision shall not be affected as to persons, entities or circumstances other than those as to whom or to which it is held to be invalid or unenforceable. Each remaining term and provision of the Contract shall be valid and enforced to the fullest extent possible by law.
27. Contractor Guarantee. The Contractor shall: perform the Contract in accordance with the specifications and terms and conditions of the Scope of Work, furnish adequate protection from damage for all work and to repair any damage of any kind, for which he or his workmen are responsible, to the premises or equipment, to his own work or to the work of other contractors; pay for all permits, licenses, and fees, and to give all notices and comply with all laws, ordinances, rules and regulations of the city and the State.
28. Force Majeure. The Parties shall not be excused from their obligation to perform in accordance with the Contract except in the case of Force Majeure events and as otherwise provided for in the Contract. A Force Majeure event materially affects the cost of the Goods or Services or the time schedule for performance and is outside the control nor caused by the Parties. In the case of any such exception, the

nonperforming Party shall give immediate written notice to the other, explaining the cause and probable duration of any such nonperformance.

29. Entirety of Contract. The Contract is the entire agreement between the Parties with respect to its subject matter, and supersedes all prior agreements, proposals, offers, counteroffers and understandings of the Parties, whether written or oral. The Contract has been entered into after full investigation, neither Party relying upon any statement or representation by the other unless such statement or representation is specifically embodied in the Contract.
30. Interpretation. The Contract contains numerous references to statutes and regulations. For purposes of interpretation, conflict resolution and otherwise, the content of those statutes and regulations shall govern over the content of the reference in the Contract to those statutes and regulations.

## **APPENDIX A** **SCOPE OF WORK**

**Purpose:** The purpose of this Sustainable Materials Management (SMM) Grant administered by the Department of Energy and Environmental Protection (DEEP), is to provide funds to the City of West Haven (hereinafter “the Contractor”) for activities described herein.

**Description:** The Contractor agrees to conduct a project entitled: **West Haven’s Curbside Food Scrap and Unit-Based Pricing Co-Collection Pilot Program**. The Contractor shall implement a pilot program for curbside co-collection of food scraps with unit-based-pricing (UBP) for trash. The pilot shall be town-wide and serve approximately 16,004 households. Pilot objectives are to confirm financial and waste reduction projections, demonstrate that food scrap collection and UBP results in significantly lower waste disposal per household and develop a plan to achieve permanency.

### **Deliverables**

1. The Contractor, in consultation with DEEP’s contractor Waste Zero, shall implement a curbside food scrap collection pilot for 16,004 households.
  - a) The Contractor shall coordinate the co-collection of separately bagged food scraps and bagged UBP trash from the Contractor’s enrolled participants. The Contractor shall deliver bagged food scraps to Country Enterprises, a properly permitted solid waste facility in Wallingford, CT, where the food bags shall be aggregated and later transported by Country Enterprises to Quantum Biopower in Southington.
  - b) The Contractor shall train and make available staff to manage any residential questions or concerns regarding the pilot. Doug Colter, West Haven’s Grants Coordinator shall be the lead representative managing the pilot. The Contractor shall also partner with Waste Zero, Inc., Country Enterprises and Quantum BioPower to conduct this project. The Contractor shall consult with these Key Partners on a weekly basis to ensure any operational issues are addressed and resolve any residential pilot program challenges.
  
2. **Timeline and Implementation Segments:** This contract is segmented into four Phases. During Phases 1 and 2, the Contractor shall be responsible for the planning, launch, ongoing operations, and data collection for the pilot in accordance with the details below. At the end of Phase 2, the Contractor shall communicate in writing the intent to develop a plan for permanency which shall be subject to DEEP’s review and approval. During Phase 3, the Contractor shall continue operations of pilot and data collection and begin developing a plan for permanency. At the end of Phase 3, the Contractor shall communicate in writing that such plan has been developed and include a summary of proposed implementation actions. During Phase 4, the Contractor shall continue operations of pilot and data collection and begin to implement plan. This grant will fund a pilot for Phases 1 and 2, and upon Contractor’s submission of deliverables as outlined below, funding for Phases 3 and 4 will continue. Deadlines are subject to change upon review and approval by the Commissioner.

- a) Phase 1: Pre-Pilot Planning and Coordination (up to 2 Months)
  - i. Initiated upon a fully executed contract and lasting up to 2 months.
  - ii. The Contractor shall work with Waste Zero to assess and gather pre-pilot baseline trash and recycling data from participating households before the pilot begins by using historical hauler data from the route and performing a mini waste audit 3-4 weeks in advance of the launch of the pilot.
  - iii. The Contractor, in consultation with Waste Zero, will finalize messaging and develop informational mailers including maintaining a webpage, briefing pilot program stakeholders, and activating social media and other outreach and education outlets concerning the pilot program. Outreach and educational content subject to DEEP's review and approval. The Contractor shall recruit and train not less than 1 (one) student intern to assist in providing outreach and education to help inform residents of the pilot program via social media, information stations around town, and a mobile app provided by Waste Zero, town website, local press, and newsletters. The Contractor will work with Waste Zero to continue outreach and education to other key stakeholders such as community groups, town officials, and volunteers.
  - iv. The Contractor shall work in coordination with Waste Zero, to purchase, order and distribute the necessary supplies for the pilot program to households in the form of two official food scrap bags (8-gal) via mail with pilot program directions and instructions on how to get an additional 100 waste bags and 50 food scrap bags for the year.
  
- b) Phase 2: Pilot Operations and Data Collection (up to 4 Months)
  - i. Phase 2 begins immediately upon the launch of the pilot program or on Day 1 of Month 3, whichever is sooner.
  - ii. The Contractor shall supervise and manage the pilot program implementation, ongoing residential outreach through the mobile app, grassroots groups and social media, ongoing data collection and residential feedback, pilot program enforcement and compliance.
  - iii. The Contractor shall hold at least 1 (one) meeting during Phase 2 Pilot Operations with DEEP Waste Engineering and Enforcement Division staff, Waste Zero, and Key Partners and stakeholders if deemed necessary by DEEP, to discuss pilot program successes, challenges, and any residential feedback. In response to such discussions, the Contractor shall incorporate any suggestions and feedback DEEP requests to be incorporated into the continued operations of the pilot program.
  - iv. No later than the conclusion of Phase 2, the Contractor shall communicate to DEEP in writing whether the Contractor will develop a plan for implementation of a permanent program for town-wide food scrap collection.
  
- c) Phase 3: Continued Pilot Operations and Planning for Permanence (1 Month)
  - i. Funding to support continuation of the pilot operations during Phase 3 may be continued with the condition that the Contractor timely indicates an intention to develop a plan for permanence. In the event that the Contractor indicates that it will not initiate planning for a permanent program, or fails to make any indication of its intention, DEEP reserves the right to discontinue funding to the Contractor for continued operations of the pilot after Phases 1 and 2.

- ii. During Phase 3, the Contractor shall continue ongoing management of the pilot program, including performing ongoing residential outreach, ongoing data collection and receipt of residential feedback, pilot program enforcement and compliance.
  - iii. No later than the conclusion of Phase 3, the Contractor shall in writing: 1. indicate to DEEP that a plan for a permanent program for town wide food scrap collection has been established and 2. provide a summary of the implementation actions contained in such plan. The plan may include such actions as holding public meetings, drafting ordinances, drafting municipal referenda, obtaining a town council Resolution in support, purchasing supplies, and engaging relevant contractors.
- d) Phase 4: Plan for Permanence (2 Months)
- i. Funding to support continuation of the pilot operations during Phase 4 is contingent on satisfactory compliance with provision 2. c) iii) of this Contract.

**3. Budget:** The Contractor shall adhere to the budget which is included in this Contract in Appendix B not to exceed the amount of \$1,310,200. The total budget includes the cost of bags for approximately 16,004 households, collection and transportation costs, bag sortation costs, marketing and outreach materials including mobile app technology, and buckets for household separation of food scraps.

Allowable costs under this grant shall include all necessary expenses to accomplish this scope of work including mailer and/or initial bag distribution management, pilot analytics, ongoing grassroots outreach coordination with stakeholder groups, webpage development and management, Connect mobile app management, scanner rental and retail store distribution management. Budgetary adjustments shall require written approval by the Grant Coordinator. The Contractor shall notify the DEEP SMM Grant Coordinator in writing requesting approval of budgetary adjustments between tasks including use of project reserves and contingency. Contingency funds shall be available upon written request and approval by DEEP to seek a qualified service provider to continue the above-mentioned pilot management services if DEEP's contractor is unable to complete the task.

- 4. Acknowledgement of Funding:** Any publication or sign produced or distributed, or any publicity conducted in association with this Contract must provide credit to the CT DEEP as follows: "Funding provided by the SMM Grants Program administered by the Connecticut Department of Energy and Environmental Protection (DEEP)."
- 5. Publication of Materials:** The Contractor must obtain written approval from DEEP's Bureau of Materials Management and Compliance Assurance prior to distribution or publication of any printed material prepared under the terms of this Contract.

Unless specifically authorized in writing by the State, on a case by case basis, Contractor shall have no right to use, and shall not use, the name of the State of Connecticut, its officials, agencies, or employees or the seal of the State of Connecticut or its agencies: (1) in any advertising, publicity, promotion; or (2) to express or to imply any endorsement of Contractor's products or services; or (3) to use the name of the State of Connecticut, its officials agencies, or employees or the seal of the State of Connecticut or its agencies in any other manner

(whether or not similar to uses prohibited by (1) and (2) above), except only to manufacture and deliver in accordance with this Agreement such items as are hereby contracted for by the State. In no event may the Contractor use the State Seal in any way without the express written consent of the Secretary of State.

## **6. ADA Publication Statement:**

For all public notices printed in newspapers, the following ADA and Title VI Publication Statement should be used:

The Connecticut Department of Energy and Environmental Protection is an Affirmative Action and Equal Opportunity Employer that is committed to complying with the Americans with Disabilities Act. To request an accommodation contact us at (860) 418-5910 or [deep.accommodations@ct.gov](mailto:deep.accommodations@ct.gov)

If there is not a meeting or event associated with the material(s) being published, the following ADA and Title VI Publication Statement should be used:

The Connecticut Department of Energy and Environmental Protection is an Affirmative Action/Equal Opportunity Employer that is committed to complying with the requirements of the Americans with Disabilities Act. Please contact us at (860) 418-5910 or [deep.accommodations@ct.gov](mailto:deep.accommodations@ct.gov) if you: have a disability and need a communication aid or service; have limited proficiency in English and may need information in another language; or if you wish to file an ADA or Title VI discrimination complaint.

If the material(s) being published have a meeting or event associated with them, the following ADA and Title VI Publication Statement should be used:

The Connecticut Department of Energy and Environmental Protection is an Affirmative Action/Equal Opportunity Employer that is committed to complying with the requirements of the Americans with Disabilities Act. Please contact us at (860) 418-5910 or [deep.accommodations@ct.gov](mailto:deep.accommodations@ct.gov) if you: have a disability and need a communication aid or service; have limited proficiency in English and may need information in another language; or if you wish to file an ADA or Title VI discrimination complaint. Any person needing a hearing accommodation may call the State of Connecticut relay number - 711. Requests for accommodations must be made at least two weeks prior to any agency hearing, program or event.

For videos that will be published on the DEEP website, the following ADA and Title VI statement and the following line should be included on the DVD cover and the title page of the video:

The Connecticut Department of Energy and Environmental Protection is an Affirmative Action and Equal Opportunity Employer that is committed to complying with the requirements of the Americans with Disabilities Act. To request an accommodation contact us at (860) 418-5910 or [deep.accommodations@ct.gov](mailto:deep.accommodations@ct.gov).

This video with closed captioning is available at [www.ct.gov/deep](http://www.ct.gov/deep).



- 7. Submission of Materials:** For the purposes of this Contract, all correspondence, summaries, reports, products and extension requests shall be submitted to:

Department of Energy and Environmental Protection  
Waste Engineering and Enforcement Division  
Jennifer Weymouth, Environmental Analyst  
79 Elm Street  
Hartford, CT 06106-5127

Payment will only be processed after DEEP receipt and approval of invoices. All **invoices** must include the PO #, PSA #, Project Title, DEEP Bureau/Division name, amount dates and description of services covered by the invoice, and shall be submitted to:

DEEP – Financial Management Division  
Accounts Payable  
Elm Street  
Hartford, CT 06106-5127

- 8. Permits:** No work shall commence until all required local, state and federal permits and approvals have been obtained by the Contractor.
- 9. Project Summaries:** Following Execution of this Contract, the Contractor shall provide summaries of project status to the Bureau of Materials Management Compliance Assurance / Waste Engineering and Enforcement Division / Jennifer Weymouth once every two months during the time in which this Contract is in effect. Such summaries shall include a brief description indicating the work completed to date and the anticipated project completion date if different from the current Contract expiration date.
- 10. Extensions/Amendments:** Formal written amendment of the Contract is required for extensions to the final date of the Contract period and changes to terms and conditions specifically stated in the original Contract and any prior amendments, including but not limited to:

1. revisions to the maximum Contract payment,
2. the total unit cost of service,
3. the contract's objectives, services, or plan,
4. due dates for reports,
5. completion of objectives or services, and
6. any other Contract revisions determined material by DEEP.

If it is anticipated that the project cannot be completed as scheduled, a no-cost extension must be requested in writing no later than 60 days prior to the expiration date of the contract. Said extension request shall include a description of what work has been completed to date, shall document the reason for the extension request, and shall include a revised work schedule and project completion date. If deemed acceptable, approval will be received in the form of a contract amendment.

**11. Final Report:** Within 30 days of the expiration date of this Contract, the Contractor shall submit to the Bureau of Materials Management Compliance Assurance / Waste Engineering and Enforcement Division, a Final Report including documentation, satisfactory to the Commissioner, demonstrating that all the elements of Appendix A have been met including, but not limited to, pre- and post-implementation waste and recycling data and analysis, summary of pilot successes and challenges, other metrics to demonstrate applicability to CT municipalities, and report on next steps the Contractor will take to make the program permanent.

## APPENDIX B

### SCHEDULE OF PAYMENTS

The maximum amount payable under this Contract is one million, three hundred ten thousand, two hundred dollars (\$1,310,200.00).

The payments by the Commissioner shall allow for use of funds to meet allowable financial obligations incurred in conjunction with this Project, prior to expiration of this Contract, and shall be scheduled as follows provided that the total sum of all payments shall not exceed the maximum Contract amount noted above.

Grant funds shall be deposited in a separate account with line items for different categories of expenses. The Contractor shall, on a monthly basis, report out expenses year-to-date and ending balance. All invoices and documentation received from the City of West Haven shall be subject to DEEP's review and approval at its sole discretion, and the State shall not be obligated to pay such invoice until such approval is issued.

The Contractor may submit up to 4 (four) invoices during the term of this Contract in accordance with the following schedule.

- a. Not later than 60 days upon contract execution, an invoice for Pre-Pilot Planning and Coordination expenses, and DEEP shall pay the invoice upon receipt, subject to DEEP's review and approval.
- b. Payment shall be reimbursed following receipt of invoices and completion of the Project deliverables to the Commissioner's satisfaction, review and approval.
- c. The final payment shall be reimbursed following completion of the Project to the Commissioner's satisfaction, review and approval of a Final Report and associated documentation demonstrating that all the elements of Appendix A have been met. Payment shall be processed contingent upon receipt of detailed invoices with any required supportive documentation, subject to review and approval by DEEP. Total sum of all payments shall not exceed total Project costs.

<b>IMPLEMENTATION PHASES</b>	<b>DELIVERABLES AND SCHEDULE OF PAYMENTS</b>	<b>TOTAL EST. COST</b>
Phase 1	Pre-Pilot Planning and Coordination – allowable expenses include mailer and distribution costs, supplies (bags, buckets), website, technology, pilot program management	Not to exceed \$327,550
Phase 2	Pilot Operations and Data Collection Deliverable – Documentation of pilot program launched and ongoing necessary reasonable expenses Deliverable – Documentation of 1 (one) meeting with partners as identified in Phase 2 Pilot Operations Deliverable – Upon completion of Phase 2, submit letter from authorized municipal official on letterhead specifying intention to develop a plan for permanence	\$526,836
Phase 3	Continued Pilot Operations and Planning for Permanence Deliverable – Upon completion of Phase 3, submit letter from authorized municipal official on letterhead specifying plan for permanence has been established with summary of implementation actions	\$227,907
Phase 4	Plan for Permanence Deliverable – Documentation of final report demonstrating that all the elements of Appendix A have been met	\$227,907

## Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations

This notice is provided under the authority of Connecticut General Statutes §9-612 (f) (2) and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined on the reverse side of this page).

### CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

No *state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor*, with regard to a *state contract or state contract solicitation* with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder, of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee (which includes town committees).

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall **knowingly solicit** contributions from the state contractor's or prospective state contractor's employees or from a *subcontractor or principals of the subcontractor* on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

### DUTY TO INFORM

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

### PENALTIES FOR VIOLATIONS

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

**Civil penalties**—Up to \$2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of up to \$2,000 or twice the amount of the prohibited contributions made by their principals.

**Criminal penalties**—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or not more than \$5,000 in fines, or both.

### CONTRACT CONSEQUENCES

In the case of a state contractor, contributions made or solicited in violation of the above prohibitions may result in the contract being voided.

In the case of a prospective state contractor, contributions made or solicited in violation of the above prohibitions shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State shall not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information may be found on the website of the State Elections Enforcement Commission, [www.ct.gov/seec](http://www.ct.gov/seec). Click on the link to "Lobbyist/Contractor Limitations."

## DEFINITIONS

“State contractor” means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. “State contractor” does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

“Prospective state contractor” means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. “Prospective state contractor” does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

“Principal of a state contractor or prospective state contractor” means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

“State contract” means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. “State contract” does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan, a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of the Navy or the United States Department of Defense.

“State contract solicitation” means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

“Managerial or discretionary responsibilities with respect to a state contract” means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

“Dependent child” means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

“Solicit” means (A) requesting that a contribution be made, (B) participating in any fundraising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee, serving on the committee that is hosting a fundraising event, introducing the candidate or making other public remarks at a fundraising event, being honored or otherwise recognized at a fundraising event, or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

“Subcontractor” means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor's state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty first of the year in which the subcontract terminates. “Subcontractor” does not include (i) a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or (ii) an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

“Principal of a subcontractor” means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a subcontractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a subcontractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a subcontractor, which is not a business entity, or if a subcontractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any subcontractor who has managerial or discretionary responsibilities with respect to a subcontract with a state contractor, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the subcontractor.



**CONSTRUCTION CONTRACT AWARD LETTER**

July 29, 2022

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

Re: CWF 226-CSL  
Dawson Avenue Area Contract 2

Dear Mayor Rossi,

We have received your request for authorization to award the Dawson Avenue Area Contract 2 Sewer and Manhole Rehabilitation Construction (Contract #2022-03) together with the accompanying bid information.

After reviewing the material submitted, we wish to inform you that all of the Conditions and Assurances that needed to be met prior to authorization to award the contract have been fulfilled. The Department of Energy & Environmental Protection (DEEP) authorizes you to award the Dawson Avenue Area Contract 2 Sewer and Manhole Rehabilitation Construction (Contract #2022-03) to National Water Main Cleaning Company of Canton, Massachusetts in the amount of \$694,763.00; all of which appears eligible for CWF loan financing.

After the contract has been signed, we will require an executed copy for our files.

Please advise this office of the date on which construction is started with a copy of the Notice to Proceed.

We call your attention to the matter concerning compliance with Minority Business Enterprise (MBE) and Women's Business Enterprise (WBE) requirements. Approval of the contract by this office is contingent upon the contractor meeting the respective goals of 3% and 5%. Present proposed utilization is:

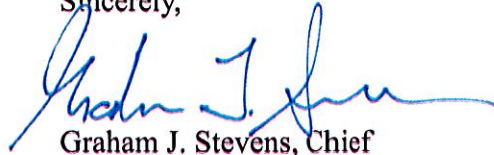
<u>Vendor</u>	<u>Amount</u>	<u>Status</u>	<u>Percentage</u>
Mill City Environmental Corp.	\$20,842.89	MBE	3.0 %
Lindon Group, Inc.	\$34,738.15	WBE	5.0 %

The contractor is required to submit to the Grantee executed copies of the related MBE/WBE subcontracts within 14 days of the award of this contract. You are in turn required to submit a copy to this office as demonstration of compliance with MBE/WBE requirements. **No contractor payments will be processed by DEEP prior to our receipt of the executed MBE/WBE subcontracts that meet the goals of the Clean Water Fund Program (CWF).**

**Please be advised that no payments will be processed by DEEP until the CWF Project Loan and Project Grant Agreement is fully executed and closed.**

Should you have any questions please contact Lee Rogers at 860-424-3925 or at email address: lee.rogers@ct.gov.

Sincerely,



**Graham J. Stevens, Chief**  
Bureau of Water Protection and Land Reuse

cc: A. Quadir, City of West Haven  
L. Donbavand, P.E., CDM Smith  
Catharine Chu, DEEP  
Lee Rogers – CT DEEP

CITY OF WEST HAVEN, CT  
DAWSON AVENUE AREA CONTRACT 2  
SEWER AND MANHOLE REHABILITATION CONSTRUCTION

CONTRACT NO. 2022-03

CWF NO. 226-CSL

AGREEMENT

THIS AGREEMENT made as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_ (“Effective Date”) by and between City of West Haven, a Connecticut municipality (“OWNER”), and \_\_\_\_\_ (“CONTRACTOR”)

The parties agree as follows:

ARTICLE 1. WORK

1.1 CONTRACTOR shall perform the Work as specified or indicated in the Contract Documents. The Work is as described in SECTION 011000.

ARTICLE 2. ENGINEER

2.1 The Project has been designed by CDM Smith, 77 Hartland Street, Suite 201, East Hartford CT 06108 who will act as ENGINEER in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME

3.1 The Contract Time shall be 160 calendar days commencing twenty days following the Effective Date of this Agreement. Active construction shall be limited to 90 Calendar Days.

3.2 CONTRACTOR agrees that the Work shall be prosecuted regularly, diligently and uninterruptedly and at such rate of progress as will ensure full completion thereof within the Contract Time stated above. It is expressly understood and agreed, by and between CONTRACTOR and OWNER that the Contract Time is reasonable for the completion of the Work, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

ARTICLE 4. CONTRACT PRICE.

4.1 OWNER will pay CONTRACTOR for performance of the Work in accordance with the Contract Documents in current funds at the Total Bid Price agreed upon in the CONTRACTOR's Bid Form (“Contract Price”), attached to this Agreement.



## ARTICLE 5. APPLICATIONS FOR PAYMENT

5.1 CONTRACTOR shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

## ARTICLE 6. PROGRESS AND FINAL PAYMENTS

6.1 OWNER will make progress payments toward the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, monthly during construction as provided below. All progress payments are based on the progress of the Work measured by the Schedule of Values provided for in Paragraph 15.01 of the General Conditions.

6.2 Prior to Substantial Completion, progress payments will be in an amount equal to 95 percent of the value of the Work completed and 75 percent of the value of materials and equipment not incorporated in the Work but delivered and suitably stored, less, in each case, the aggregate of payments previously made.

6.3 Upon Substantial Completion, OWNER will pay an amount sufficient to increase total payments to CONTRACTOR to 99 percent of the Contract Price, less retainages as ENGINEER shall determine, in accordance with Paragraph 15.01. of the General Conditions.

6.4 Upon final inspection and acceptance of the Work, in accordance with Paragraph 15.06 of the General Conditions, OWNER will pay the remainder of the Contract Price as recommended by ENGINEER.

## ARTICLE 7. LIQUIDATED DAMAGES

7.1 OWNER and CONTRACTOR recognize that time is of the essence to complete the Work and that OWNER will suffer financial loss if the Work is not completed within the Contract Time specified in Article 3 above, plus any extensions thereof allowed in accordance with Article 11 of the General Conditions. The parties also recognize the delays, expense and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by OWNER if the Work is not completed within the Contract Time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER one thousand, five hundred dollars (\$1,500) per day, for each calendar day of delay, until the Work is complete.

## ARTICLE 8. ASSURANCE

8.1 CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and Federal, State, and local laws, ordinances, rules, and regulations that in any manner may affect cost, progress, or performance of the Work.

8.3 CONTRACTOR has made or caused to be made examinations, investigations and tests and studies of such reports and related data as CONTRACTOR deems necessary for the performance of the Work at the Contract Price within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required for such purposes.

8.4 CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

8.5 CONTRACTOR has given ENGINEER written notice of any conflict, error or discrepancy that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

8.6 CONTRACTOR agrees that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

## ARTICLE 9. CONTRACT DOCUMENTS

9.1 The Contract Documents consist of:

9.1.1 this Agreement;

9.1.2 the document titled “Project Manual for Dawson Avenue Area Contract 2 Sewer and Manhole Rehabilitation Construction, Contract No. 2022-03, CWF No. 226-CSL”, dated January 12, 2022, totaling 655 pages (“Project Manual”), excluding *Section 005214 – Agreement* model agreement, which is replaced by this Agreement;

9.1.3 the drawings titled “Dawson Avenue Area Contract 2 Sewer and Manhole Rehabilitation Construction, Contract 2022-03, CWF No. 226-CSL CDM Smith East Hartford, Connecticut”, dated January 2022, totaling 9 pages;

9.1.4 Project Manual Addenda numbers \_\_\_\_\_ to \_\_\_\_\_, inclusive.

9.1.5 the executed Performance Bond, EJCDC Document C-610, 2013 edition, Payment Bond, EJCDC Document C-615, 2013 edition, and other required Bonds;

9.1.11 any modification, including Change Orders, executed after the Effective Date.

9.2 “General Conditions” means *Standard General Conditions of the Construction Contract* (EJCDC Document No. C-700, 2013 edition) as found in the Contract Documents, as amended or supplemented by *Section 07300 – Supplementary Conditions* and *Division 01 General Requirements* sections.

## ARTICLE 10. MISCELLANEOUS

10.1 Terms not defined in this Agreement are defined in Article 1 of the General Conditions.

10.2 Neither OWNER nor CONTRACTOR shall, without the prior written consent of the other, assign or sublet in whole or in part any interest under any of the Contract Documents. Any purported assignment of rights or delegation of performance in violation of this provision is void.

10.3 CONTRACTOR shall not assign any monies due or to become due without the prior written consent of OWNER. If OWNER consents and CONTRACTOR assigns all or any part of any monies due or become due under this Agreement, CONTRACTOR shall include in the instrument of assignment a provision substantially to the effect that the right of the assignee in and to any monies due or to become due to CONTRACTOR are subject to prior claims of all persons, firms, and corporations for services rendered or materials supplied for the performance of the Work.

10.4 OWNER and CONTRACTOR each binds themselves, their partners, successors, assigns, and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

10.5 The Contract Documents constitute the entire agreement between OWNER and CONTRACTOR and may only be amended by written agreement of the parties that identifies itself as an amendment to the Contract Documents.

ARTICLE 11. CONFLICTING INFORMATION

11.1 The OWNER and CONTRACTOR agree that Required Construction Contract Provisions under the Connecticut Clean Water Fund 22a-422-4 supersede any conflicting provisions in this Agreement. In the event that any provisions in any of the following component parts of this Agreement conflict with any provisions in any other of the following component parts, the provision in this component part first enumerated below shall govern over any other component part which follows it numerically, except as may be otherwise specially stated. Said component parts are the following:

1. Agreement
2. Addenda
3. Supplemental Conditions
4. General Conditions
5. City of West Haven Requirements
6. Project Manual
7. Contract Drawings
8. Invitation to Bid
9. Instruction to Bidders
10. Bid Form

IN WITNESS WHEREOF, the parties hereto have signed this Agreement in sextuple. Four copies each have been delivered to OWNER and one copy each to CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

This Agreement shall become effective on \_\_\_\_\_, 20\_\_.

CONTRACTOR  
\_\_\_\_\_

OWNER  
\_\_\_\_\_

BY  
\_\_\_\_\_

BY  
\_\_\_\_\_

(CORPORATE SEAL)

(CORPORATE SEAL)

Attest  
\_\_\_\_\_

Attest  
\_\_\_\_\_

Address for giving notices  
\_\_\_\_\_

Address for giving notices  
\_\_\_\_\_

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Note: If CONTRACTOR is a corporation, an affidavit giving the principal the right to sign the Agreement must accompany the executed Agreement.

END OF DOCUMENT 005214

BID FORM  
TO  
CITY OF WEST HAVEN, CT

DAWSON AVENUE AREA CONTRACT 2  
SEWER AND MANHOLE REHABILITATION CONSTRUCTION

CONTRACT NO. 2022-03

CWF NO. 226-CSL

The undersigned declares that the only persons or parties interested in this Bid as principals are as stated; that the Bid is made without any collusion with other persons, firms, or corporations; that all the Contract Documents as prepared by CDM Smith, 77 Hartland Street, Suite 201, East Hartford, Connecticut 06108 and dated January 12, 2022 have been carefully examined; that the undersigned is fully informed in regard to all conditions pertaining to the Work and the place where it is to be done, and from them the undersigned makes this Bid. These prices shall cover all expenses incurred in performing the Work required under the Contract Documents, of which this Bid Form is a part.

If a Notice of Award accompanied by at least six unsigned copies of the Agreement and all other applicable Contract Documents is delivered to the undersigned within 120 days, excluding Saturdays, Sundays, and legal holidays, after the actual date of the opening of the Bids, the undersigned will within five days, excluding Saturdays, Sundays, and legal holidays, after the date of receipt of such notification, execute and return all copies of the Agreement and all other applicable Contract Documents to OWNER. The premiums for all Bonds required shall be paid by CONTRACTOR and shall be included in the Contract Price. The undersigned Bidder further agrees that the Bid Security accompanying this Bid shall become the property of OWNER if the Bidder fails to execute the Agreement as stated above.

The undersigned hereby agrees that the Contract Time shall commence 20 days following the Effective Date of the Agreement, and to fully complete the Work within 160 Calendar Days and in accordance with the terms as stated in the Agreement. Active construction shall be limited to 90 Calendar Days. The undersigned further agrees to pay OWNER, as liquidated damages, \$1,500 per day for each calendar day beyond the Contract Time Limit or extension thereof that the Work remains incomplete, in accordance with the terms of the Agreement.

The undersigned acknowledges receipt of addenda numbered:

1

In accordance with the above understanding, the undersigned proposes to perform the Work, furnish all materials and complete the Work in its entirety in the manner and under the conditions required at the prices listed as follows:

Bid Item No.	Bid Item Description and UNIT PRICE (in words and figures)	Unit Measure	Engineer's Estimated Quantity	TOTAL PRICE (in figures)
1g	<b>Grout Active Service Connections</b> after CIPP Lining and reinstatement, the "Per Each" price of: <u>one hundred</u> <u>Fifty</u> dollars and <u>zero</u> cents (\$ <u>150.00</u> ).	EA	179	\$ <u>26850.00</u>
1h	<b>Grout Compound to Reinstate Active Service Connections</b> beyond minimum 7 gallons after CIPP Lining, the "Per Gallon" price of <u>one</u> dollars and <u>zero</u> cents (\$ <u>1.00</u> ).	Gallons	358	\$ <u>358.00</u>
1i	<b>Furnish and Install Full Wrap Top Hat</b> , the "Per Each" price of: <u>two thousand</u> <u>two hundred</u> dollars and <u>zero</u> cents (\$ <u>2200.00</u> ).	EA	20	\$ <u>44000.00</u>
2a	<b>Clean, Repair and Install Monolithic Lining</b> in existing manholes including all prep work and root removal, the "Per Vertical Foot" price of: <u>two hundred seventy</u> dollars and <u>zero</u> cents (\$ <u>270.00</u> ).	VF	454	\$ <u>122580.00</u>
2b	<b>Raise Buried Manhole Frame and Cover to Grade</b> , the "Per Each" price of: <u>two thousand</u> dollars and <u>zero</u> cents (\$ <u>2000.00</u> ).	EA	4	\$ <u>8000.00</u>
2c	<b>Remove Existing Manhole Frame and Cover and Replace with Standard Frame and Cover</b> , the "Per Each" price of <u>two thousand</u> <u>six hundred</u> dollars and <u>zero</u> cents (\$ <u>2600.00</u> ).	EA	29	\$ <u>75400.00</u>

Bid Item No.	Bid Item Description and UNIT PRICE (in words and figures)	Unit Measure	Engineer's Estimated Quantity	TOTAL PRICE (in figures)
2d	Rebuild Chimney, the "Per Each" price of: <u>seven hundred fifty</u> dollars and <u>zero</u> cents (\$ <u>750.<sup>00</sup></u> ).	EA	2	\$ <u>1500.<sup>00</sup></u>
2e	Rebuild Bench and Channel, the "Per Each" price of: <u>one thousand</u> dollars and <u>zero</u> cents (\$ <u>1000.<sup>00</sup></u> ).	EA	4	\$ <u>4000.<sup>00</sup></u>
3a	Policing, the "Allowance Price" of \$90,000 dollars and zero cents	Allowance	1	\$90,000
3b	Remove Existing Fill and Replace with New Common Fill Material, the "Allowance" price of: \$1,000 dollars and zero cents	Allowance	1	\$1,000
3c	Miscellaneous Work and Cleanup, the "Lump Sum" price of: <u>three thousand</u> dollars and <u>zero</u> cents (\$ <u>3000.<sup>00</sup></u> ).	LS	1	\$ <u>3000.<sup>00</sup></u>
3d	Mobilization (not to exceed 5% of the total bid price), the "Lump Sum" price of: <u>thirty two thousand</u> dollars and <u>zero</u> cents (\$ <u>32000.<sup>00</sup></u> ).	LS	1	\$ <u>32000.<sup>00</sup></u>

TOTAL BID PRICE = \$ 694,763.<sup>00</sup>  
 for the Contract Price of six hundred ninety four thousand seven hundred sixty three dollars and zero cents  
 amount in words

Bid Item No.	Bid Item Description and UNIT PRICE (in words and figures)	Unit Measure	Engineer's Estimated Quantity	TOTAL PRICE (in figures)
1a	<p><b>Furnish and Install 8-inch Cured-In-Place Pipe Liner of Existing Sewer, including pre and post television inspection, preparatory cleaning, and bypass pumping, the "Per Linear Foot" price of:</b> <u>twenty eight</u></p> <p>dollars and <u>zero</u> cents (\$ <u>28.<sup>00</sup></u>).</p>	LF	7,500	\$ <u>210000.<sup>00</sup></u>
1b	<p><b>Point Repair of Existing 8-inch Sanitary Sewer at Depths of 0-8 feet, including up to 10 linear feet of pipe, the "Per Each" price of:</b> <u>fourteen thousand</u></p> <p>dollars and <u>zero</u> cents (\$ <u>14000.<sup>00</sup></u>).</p>	EA	2	\$ <u>28000.<sup>00</sup></u>
1c	<p><b>Point Repair of Existing 8-inch Sanitary Sewer at Depths of 0-8 feet, beyond 10 linear feet of pipe as specific in Item 1b, the "Per Linear Foot" price of:</b> <u>twenty five</u></p> <p>dollars and <u>zero</u> cents (\$ <u>25.<sup>00</sup></u>).</p>	LF	10	\$ <u>250.<sup>00</sup></u>
1d	<p><b>Furnish and Install 8-inch Spot Liner of Existing Sanitary Sewer at Depths of 0-7 feet, including up to 10 linear feet of liner, the "Per Each" price of:</b> <u>one thousand five hundred</u></p> <p>dollars and <u>zero</u> cents (\$ <u>1500.<sup>00</sup></u>).</p>	EA	1	\$ <u>1500.<sup>00</sup></u>
1e	<p><b>Removal of Existing Protruding Taps, the "Per Each" price of</b> <u>one thousand</u></p> <p>dollars and <u>zero</u> cents (\$ <u>1000.<sup>00</sup></u>).</p>	EA	15	\$ <u>15000.<sup>00</sup></u>
1f	<p><b>Reinstate Active Service Connections after CIPP Lining, the "Per Each" price of:</b> <u>one hundred seventy five</u></p> <p>dollars and <u>zero</u> cents (\$ <u>175.<sup>00</sup></u>).</p>	EA	179	\$ <u>31325.<sup>00</sup></u>



The undersigned shall submit with the bid form; the names and residences for the proposed main-line Cured-In-Place Pipe lining (CIPP) & Cementitious Monolithic Lining (CMML) companies, including the relevant experience of contractors and any sub-contractors. See specification sections 330130.72 and 330130.81 respectively for additional submittal requirements.

National Water Main Clenaing Co. will be preforming the  
CIPP and CMML work.

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The undersigned agrees that extra work, if any, will be performed and will be paid for in accordance with Article 11 of the Conditions of the Contract.

Amounts shall be shown in both words and figures, where indicated. In case of discrepancy, the amount shown in words will govern.

The above prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance and incidentals required to complete the Work.

The names and residences of all persons and parties interested in the foregoing Bid as principals are as follows:

(Give first and last names in full. In the case of a corporation, see Article 8.3 of the Instructions to Bidders, in the case of a limited liability company (LLC), see Article 8.4 of the Instructions to Bidders, in the case of a partnership, see Article 8.5 of the Instructions to Bidders.)

See Attached

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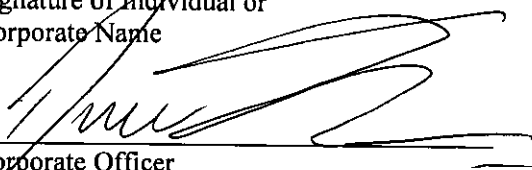
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The undersigned hereby certifies that is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work.

The undersigned hereby certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this section, the word "person" shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.

22-1753261  
Social Security Number  
or Federal Identification  
Number

National Water Main Cleaning Co.  
Signature of Individual or  
Corporate Name

By:   
Corporate Officer  
(if applicable)

Dennis P. Sullivan  
(Name)

By: Executive Vice President  
(Title)

25 Marshall Street  
(Business Address)

Canton, MA 02021  
(City and State)

Date February 17, 2022

Incorporated in New Jersey

Note: If the Bidder is a corporation, indicate State of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses, if different from business address.

END OF SECTION 004113

# MEMORANDUM

To : Julian Freund

From: Abdul Quadir, City Engineer

Subject: Consultant contracts

Date : August 4, 2022

In response to your email to Rick Speyer, here is the information you requested:

All contracts for water pollution control of the city are for addressing the consent decree between the City and Justice Department for EPA and DEEP and MS4 permit issued by DEEP. Consent decree was entered into in 2014 and MS4 permit was issued in 2017. Consent decree was amended in 2017 to include storm water . Original consent decree was for sanitary sewers only.

All 5 contracts for which approval is sought are between the City and CDM Smith consultants .City entered into a master agreement with CDM in 2014 and all subsequent task orders are being executed as work progresses and funding becomes available to comply with the stipulated dates in the consent decree.

These are the 5 task orders:

Task order # 31 is for storm water mapping and other tasks to address consent decree and MS4. Cost is \$250,000 and this amount is in the engineering budget for fiscal year 2023. Duration is one year.

Task order 32 is for the design of East Ave. and Dawson Ave pump stations. Cost is \$ 1,350,000. This will be funded through clean water fund loan @ 2% interest for 20 years and supplemented by \$2 million grant for the state. Duration is one year.

Task order # 33 is for storm water to address illicit discharges .Cost is \$500,000 and funds will be from ARPA source. Duration is one year.

Task order # 34 is to address CMOM of the consent decree. Cost is \$250,000 and will be financed from the FY23 WPCC budget. Duration is one year.

Task order # 36 is to rehabilitate sanitary sewers as required in the consent decree. Cost is \$109,500 and will be financed from the WPCC budget for FY 23. Duration is one year.

Selection of the consultant was done in 2014 based on the state DEEP regulations for consultant selection. Selection was done based on the qualifications of the firm and then fees are negotiated after selection of the firm. An FRQ was issued and 5 firms responded. After evaluation of qualifications by the selection committee 3 firms were requested to submit detailed proposals and were interviewed by the selection committee and scored based on their technical ,financial, past experience, regulatory agencies dealings and assigned project personnel qualifications. Firm with overall high score was selected.

**Date:** 8/9/2022  
**Memo to:** State of CT  
Office of Policy and Management  
ATTN: Julien Freund  
**From:** Doug Colter, Grants Coordinator  
City of West Haven  
**RE:** City of West Haven-CDM Smith  
MS4 Consent Decree Mapping Contract

Dear Mr. Freund

The City is requesting the contract between the City and the engineering firm CDM Smith be reviewed and released to the Mayor for signature as soon as possible.

The City has a duty to act timely and in good faith with the execution of a contract. Failure to act timely may result in failure to comply with an EPA/DEEP Consent Decree.

The City of West Haven is party to a Consent Decree with EPA/DEEP to make certain efforts toward improving our Municipal Separate Storm Sewer System (MS4) and remove contamination sources. Part of this effort is to complete the current phase of a mapping and assessment project to locate and identify sources of contamination. We cannot remediate the contamination source without identifying its origin. We need this study timely to act on the contamination in accordance with the Consent Decree.

This project is also an enabling source of data for our other planned Storm Water and localized flooding problems which will develop a 20 year storm water capital improvement plan, perhaps leading to a storm water authority model.

Through a competitive RFQ process, the City has an on-call civil engineering services relationship with Professional Engineering firm CDM Smith to provide mapping and analysis of our storm water system to help us identify problem sources of contamination so that we can comply with our storm water discharge permit. The Contract is in the form of a "task order" under that master agreement.

The funding for this ongoing compliance effort is usually funded as capital non-recurring expense, but this year will be funded from ARPA storm water funds approved by the City Council.

**TASK ORDER NO. 31  
TO  
MASTER ENVIRONMENTAL SERVICES AGREEMENT  
BETWEEN  
OWNER AND ENGINEER**

This is Task Order No. 31 attached to and made part of the Agreement dated March 5, 2015, between CDM Smith Inc. (ENGINEER) and City of West Haven, Connecticut (OWNER).

This Task Order describes the Scope of Services, Time Schedule, Charges, and Payment Conditions for the Task Order known as: MS4 Permit Compliance Assistance, for the Fiscal Year 2023, from July 2022 through July 2023 (the "Project").

1. Scope of Services

ENGINEER shall provide for OWNER the following specific services:

**TASK 1 DRY WEATHER OUTFALL AND INTERCONNECTION INSPECTIONS  
(BMP 3-7)**

The MS4 permit requires 100% of the OWNER's outfalls to be dry weather screened by the end of Year 3 (June 2020). This has not been completed to date because of incomplete drainage mapping and additional outfalls being identified as part of the ongoing mapping effort. The GIS tracking system currently has 60 outfalls that are City-owned that require an initial dry weather inspection. Some of these outfalls were not inspected by the ENGINEER previously due to access issues. Other outfalls were discovered during recent drainage mapping field investigations. There are currently 42 known interconnections; ENGINEER will need to confirm ownership and verify interconnection locations with the OWNER, CT DOT, or other municipality prior to these being dry weather inspected. This coordination will begin under Task 2.2 of this Task Order. Therefore, these interconnections are not included in this current year's plan. ENGINEER will attempt to inspect each outfall and coordinate with the OWNER for assistance with accessing and/or locating outfalls, as needed. This Task Order includes up to four days of field work. There are some locations that may require police for traffic control and safety, and it is assumed that the City will pay those costs directly.

If an outfall is found to be flowing during dry weather, the flow will be tested for temperature, pH, conductivity, salinity, chlorine, ammonia, surfactants, and bacteria. Based on previous dry weather sampling, we have assumed that 25% of the outfalls will have dry weather flow and require sampling and laboratory analysis of that flow.

It is anticipated that dry weather outfall inspection field work can take place over the course of the contract duration, provided the criteria for dry weather is met. The data collected in the field will be input electronically using an iPad. The information added to the iPad in the field will be reviewed in the office for data tracking and management, to note locations already visited and to plan locations to include in future field investigations.

ENGINEER will prepare a technical memorandum that summarizes the dry weather outfall inspections and will include results of laboratory testing of collected samples. A draft copy of the technical memorandum will be submitted to the OWNER for review. ENGINEER will incorporate comments received on the draft document and submit the final technical memorandum to the OWNER in electronic form.

**TASK 2 POLLUTION PREVENTION/GOOD HOUSEKEEPING**

**Task 2.1 Drainage Mapping (BMP 3-2)**

The MS4 Permit requires that the complete drainage system be mapped within three years of the effective permit date (June 2020). This has not been completed to date because the previous annual budgets had been allocated among many different tasks, working towards meeting multiple permit requirements. Mapping is a priority to move closer towards the end goal and to make future planning efforts more efficient for all MS4 field

tasks (IDDE, dry weather inspections, interconnection identifications, etc.). Additional funds were allocated to mapping last permit term, to advance this effort.

ENGINEER has allocated up to 40 field days with two field engineers. Work will begin at the downstream location and proceed upstream, and focus on locating structures and identifying connectivity, aiming to complete a catchment area prior to moving on to the next catchment area. There are some locations that may require police for traffic control and safety, and it is assumed that the City will pay those costs directly. Data will be collected on an iPad in the field and will be reviewed in the office and mapping updated as needed.

#### **Task 2.2 Interconnection Mapping and Coordination (BMP 6-3)**

ENGINEER previously imported CT DOT mapping to OWNER's GIS and began conducting a desktop analysis to compare CT DOT's currently available mapping to OWNER's mapping, related to stormwater structures. ENGINEER will continue a desktop analysis to compare and merge the two sets of mapping. This task order also includes field work related to checking mapping and interconnections, which is under Task 2.1.

ENGINEER will also identify and contact owners of interconnected MS4s. ENGINEER will coordinate with OWNER and various interconnection owners to determine and verify the location of interconnections. There are 115 hours allocated to this task (40 hours for GIS, 75 hours for engineer).

### **TASK 3 WET WEATHER OUTFALL AND INTERCONNECTION INSPECTIONS**

#### **Wet Weather Screening and Sampling (BMP S-1)**

The MS4 permit requires 100% of the OWNER's outfalls to be wet weather screened by the end of Year 5 (June 2022). This has not been completed to date because of incomplete drainage mapping and lack of qualifying events in past years. ENGINEER will perform wet weather screening for up to 60 MS4 outfalls/interconnections. ENGINEER will focus on wet weather screening of outfalls before beginning screening of interconnections. ENGINEER will begin to confirm ownership and verify interconnection locations with the OWNER, CT DOT, and adjacent municipalities prior to these being inspected under Task 2.2 of this task order. Wet weather screening will be performed in the spring of 2023, as per MS4 permit requirements, all wet weather sampling must be conducted annually between March 1 and June 30.

Prior to wet weather sampling field activities, there are several tasks that must be done in the office, including:

- Contracting with analytical laboratory/laboratories to prepare and deliver bottle orders, accept and test samples, then send test results to ENGINEER in a timely manner
- Reviewing historical data/ArcGIS to determine sampling locations (especially any priority outfalls)
- Creating maps of sampling locations in advance of each storm to be sampled to provide the field staff with directions
- Training staff on how to conduct the field work and notifying them of any special bottling requirements (wet weather kickoff meeting)
- Taking inventory of stock and pre-ordering required equipment
- Monitoring weather daily (rainfall, duration, and antecedent conditions in accordance with the MS4 permit requirements and the OWNER's IDDE Plan)
- Alerting staff in advance of potential sampling and coordinating schedules
- Coordinating staff sampling assignments, field equipment pickup, sampling, delivery of samples to lab, and cleaning and returning field equipment to storage

The wet weather screening will be done using two 2-person teams for each event. This task assumes two teams of two staff will be utilized for three storm events. Samples collected from each outfall or interconnection will be field tested and sent to the laboratory for analysis based on MS4 and TMDL requirements.

#### **Follow-up Investigations Tracking and Planning (BMP S-3)**

ENGINEER will review and evaluate the results of the wet weather sampling to assess the status of the sampling program. ENGINEER will enter analytical results into a tracking spreadsheet and summarize the wet weather sampling in a technical memorandum, after all sampling has been completed, with delivery anticipated

to be within 4 weeks after receipt of final analytical results from lab, or by July 31, whichever is later. A draft technical memorandum will be submitted to the OWNER for review. ENGINEER will incorporate comments received on the draft document and submit the final technical memorandum to the OWNER in electronic form.

#### **Annual Monitoring of Priority Outfalls (BMP S-4)**

ENGINEER previously selected the top six highest pollutant contributing outfalls. ENGINEER will perform wet weather sampling on the top six highest pollutant contributing outfalls in the spring of 2023. Wet weather sampling will be done in accordance with scope of work identified above.

### **TASK 4 PROJECT MANAGEMENT AND MEETINGS**

ENGINEER will attend up to four meetings with the OWNER to review the status of the various tasks described above. ENGINEER will prepare an agenda, meeting documents/figures and draft meeting notes for each meeting with the OWNER. ENGINEER will finalize the meeting notes once comments are received from the OWNER.

This task also includes project management: start up, kickoff, scheduling, resource management (including subcontractors), budget management/financial oversight, scope management, general oversight, and coordination with the OWNER.

### **TASK 5 GIS DATA MANAGEMENT AND ASSISTANCE**

ENGINEER will provide OWNER's staff with applications to collect data related to the storm drainage system, and ENGINEER's edits of GIS "redlining" performed by OWNER's staff. This task may also be used for training of OWNER's staff and the incorporation of information collected by the OWNER into GIS.

### **TASK 6 REPORTING**

#### **Task 6.1 CMOM Semi-Annual EPA Reporting**

ENGINEER will summarize MS4 stormwater compliance activities within two CMOM Program Implementation Semi-Annual Reports for submittal to EPA, with copies also going to CT DEEP. Each report will summarize the work performed by the OWNER within the prior 6 months with respect to compliance with both MS4 and Consent Decree. Additional compliance activities related to the sanitary sewer and the CMOM Program are not included in this task order and are covered under a separate CMOM task order. Draft reports will be provided to the OWNER in January 2023, and again in July 2023, for OWNER review prior to submittal to EPA.

In addition, EPA correspondence is anticipated, and budget will include 56 hours for ENGINEER to review and respond to questions.

#### **Task 6.2 MS4 Annual Report to CT DEEP**

This task includes assisting the OWNER with the development and submittal of their 2022 MS4 Annual Report for submittal to CT DEEP. The report will provide a summary of the activities undertaken by the OWNER during the reporting period (January 2022 – December 2022) directed at achieving compliance with the MS4 Permit. It will also provide a description of expected activities to be performed by the OWNER over the next reporting period. A draft report will be provided to OWNER in February 2023 for review, with the final report due to CT DEEP by April 1, 2023.

#### **2. Compensation and Invoicing**

Compensation for Services of ENGINEER described in this Task Order will be lump sum for \$250,000, to be invoiced monthly based on approximate percent complete of tasks.

#### **3. Time Schedule**

The time periods for the performance of ENGINEER's Services are as follows:



ENGINEER will perform the tasks between July 1, 2022 and July 31, 2023. Tasks noted in the scope of work with specific MS4 permit requirement dates, will be completed by the requirement date as noted in the scope of work.

The following provides a schedule for each task described above based on the MS4 Permit schedule requirements and task dependencies:

Task	Description	Schedule
1	Dry Weather Outfall and Interconnection Inspections (BMP 3-7)	July 2022 – June 2023
2	Drainage Mapping (BMP 3-2)	July 2022 – June 2023
3	Wet Weather Outfall and Interconnection Sampling (BMP S-1, S-3, S-4)	March 2023 – July 2023
4	Project Management and Meetings	July 2022 – June 2023
5	GIS Data Management and Assistance	July 2022 – June 2023
6.1	CMOM Semi-Annual EPA Reporting	January 2023, July 2023
6.2	MS4 Annual Report	January 2023 – April 2023

4. Terms and Conditions

The terms and conditions of the Agreement referred to above shall apply to this Task Order except to the extent expressly modified herein. In the event of any such modification, the modification shall be set forth below and the Article of the Agreement to be modified shall be specifically referenced. Modifications included in this Task Order are:

None.

5. Terms or Provisions in Conflict

If the provisions set forth in the Agreement are in conflict with the provisions set forth in this Task Order, the provisions of this Task Order shall govern.

None.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to be effective as of the date first above written.

OWNER

ENGINEER

\_\_\_\_\_  
Nancy R. Rossi  
Mayor

\_\_\_\_\_  
Joseph L. Laliberte, P.E.  
Vice President

Address for giving notices:

Address for giving notices:

City of West Haven  
355 Main Street  
West Haven, Connecticut 06516

CDM Smith Inc.  
77 Hartland Street – Suite 201  
East Hartford, Connecticut 06108

Funds are available for the services herein.

Account No. \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_  
Director of Finance

This contract is approved as to correctness of form.

Date \_\_\_\_\_

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

**TASK ORDER NO. 32 TO  
MASTER ENVIRONMENTAL SERVICES AGREEMENT  
BETWEEN  
OWNER AND ENGINEER**

This is Task Order No. 32 attached to and made part of the Agreement dated March 5, 2015, between CDM Smith Inc. (ENGINEER) and City of West Haven, Connecticut (OWNER).

This Task Order describes the Scope of Services, Time Schedule, Charges, and Payment Conditions for the Task Order known as: Design of the Replacement of the Dawson Avenue Wastewater Pumping Station (the "Project").

**1. Scope of Work for Improvements to the Dawson Avenue and East Avenue Wastewater Pumping Stations**

ENGINEER shall provide for OWNER the following specific Services:

**TASK 1 – PRELIMINARY DESIGN**

The ENGINEER will prepare renderings of the pumping stations for OWNER review. The ENGINEER will develop the Final Design, as detailed below, after stakeholder consensus has been reached on the renderings.

**TASK 2 – FINAL DESIGN**

The design to be performed shall be for the replacement of the OWNER's Dawson Avenue Wastewater Pumping Station and East Avenue Wastewater Pumping Station.

The ENGINEER will provide design services as described herein and will develop final Contract Documents including Drawings showing the scope, extent, and character of the work to be performed and furnished by Contractor. The ENGINEER will also develop Specifications, which will be prepared, where appropriate, in general conformance with the fifty-division format of the Construction Specifications Institute (CSI). The biddable construction documents will be signed and stamped by authorized representatives of the ENGINEER holding current registration in the State of Connecticut and in the respective drawing discipline.

The Work will include bidding documents, general requirements, and technical specifications. Final design drawings and specifications will be prepared in digital format with printed copies for design phase reviews.

Bid-ready construction documents will incorporate the OWNER's review comments as appropriate. Three (3) copies of each draft submittal will be made by the ENGINEER to the OWNER for review at 30%, 60% and 90% completion. One (1) copy of the 100% complete stamped drawings and specifications will be provided at the completion of the design phase.

The replacements of Dawson Ave Pumping Station and the East Ave Pumping Station will be designed simultaneously for consistency. Construction is expected to consist of two construction packages, one for each pumping station. The individual construction contracts will be under \$10,000,000 and Value Engineering is not required.

ENGINEER will provide technical criteria, written descriptions and design data for OWNER to use in filing applications for permits with or obtaining approvals of such governmental authorities as have jurisdiction to

review or approve the final design of the Project, and assist OWNER in consultations with appropriate authorities.

The following is an overview of the major project elements to be designed for both pumping stations:

**General:**

- Development of design criteria for a wastewater pumping station that will apply to both pumping stations.
- Dawson Avenue Pump Station will be elevated 8 feet above existing ground level and East Avenue Pump Station will be elevated 5 feet above existing ground level to be raised above the 100-year flood elevation plus 3 feet.
- AutoCAD files from previous upgrades are intended to be used as base plans for demolition of the existing stations. One day of field verification of dimensions and layouts have been budgeted to supplement available information. New site plans will be developed for the new stations from a new topographic site surveys to be performed as part of this project.
- A project schedule will be developed for ENGINEER and OWNER reference.
- Conceptual renderings of the proposed stations are included in Attachment A. Time for a workshop with City stakeholders has been included to finalize the conceptual layout for the stations.

**Flood Protection:**

Improvements shall accommodate the revised flood protection requirements adopted by Connecticut Department of Energy and Environmental Protection (CT DEEP) per the Revised 2011 Edition of TR-16 and the United States Environmental Protection Agency (EPA) criteria for infrastructure reliability. This requires a fundamental structural and operational change to the existing stations, as reflected below. Essentially, all critical components must be flood proof, submersible, or raised three (3) feet above the 100-year flood elevation.

**Topographic Site Survey:**

ENGINEER has assumed that the Topographic Site Surveys prepared for previous upgrades (previous designs) may no longer be valid or substantially accurate given the age of the last full site topographic survey and associated field determination of site features and elevations

A topographic site survey has been budgeted for each pumping station to delineate the current site structures, features, utilities, boundary lines, roadways, and elevations.

Proximity of coastal zone boundary and/or wetlands to the proposed work and property limits will also be confirmed by a certified soil scientist and licensed surveyor, respectively.

ENGINEER has assumed that the new design documents will be prepared using the North American Vertical Datum of 1988 (NAVD88). This is intended to maintain consistency between the most current FEMA Flood Rate Insurance Maps (FIRM) and the August 2017 pump station evaluation report.

#### **Site / Civil / Stormwater:**

- Development of drawings to show existing conditions, construction staging areas, site improvements, new site features, new grading, and proposed stormwater controls during construction.
- Design shall include improvements to grading, drainage, landscaping, fencing, walks and pavement.
- Dawson Avenue Pumping Station - Site yard piping for connection of the new pumping station to the existing gravity collection system and to the existing Dawson Ave Pumping Station force main pipe, and for connection of the stormwater piping to the existing stormwater piping in the street (if applicable). Site piping will also include a city water connection to the station.
- East Avenue Pumping Station - Site yard piping for connection of the new pumping station to the existing gravity collection system and to the existing East Avenue Pumping Station force main pipe, and for connection of the stormwater piping to the existing stormwater piping in the street (if applicable). Site piping will also include a city water connection to the station
- Accesses for the stations' wet well, dry well, and superstructure, which includes a maintenance room, generator room, odor control room, and public restrooms.
- Development of the construction phase stormwater permits have NOT been included in this scope of work. It is understood that the General Contractor for each pump station will complete this permit after bidding and award of the contract.
- Development of new easements has NOT been included in this scope of work. It is understood that all work will be confined to the existing pumping station sites.

#### **Geotechnical:**

- Engineer shall perform geotechnical analysis suitable for the installation of separate foundations for the stations' wet wells, dry wells, and superstructures.
- No monitoring wells have been included.
- Permits, bonds, and traffic control are not included as the work is contained within the City owned sites.
- Findings are assumed to indicate favorable soil conditions suitable for new structures to generally be supported on shallow foundations with no deep foundations required. It is anticipated that the superstructure will require columns and spread footings.
- ENGINEER shall provide a Geotechnical Recommendations Memo for internal design use.
- ENGINEER shall develop up to five contract specifications (Earthwork, Granular material, Dewatering, Support of Excavation, and Geotechnical Instrumentation) for the project.

#### **Environmental:**

ENGINEER has budgeted a basic level of effort for identifying the presence of potentially hazardous materials on this project. A basic assessment will identify the presence of **lead**, **asbestos** and **PCB** containing materials.

Any contamination of different types will require a supplemental scope of work and additional fees for engineering services to be authorized via contract amendment. Soil evaluation relating to any potential contamination is not anticipated and has not been included.

**Process Mechanical:**

- Demolition of existing pumping systems and all related components and piping within the existing pump station structure.
- Design of two fully new dry-pit style pumping stations. Stations shall each include a cast-in-place wet well and dry well with 3 dry pit solids handling centrifugal pumps set up to operate in a lead-lag scenario with an installed standby pump (2+1).
- Design of two standalone aesthetic pump station control buildings (new superstructures) for each pumping station to house the station electrical equipment, controls, and standby generator system. The above-grade buildings will include public bathrooms at the ground level.
- New piping and valves as warranted by condition and arrangement.
- New Dry-Pit Submersible style pumps shall be specified for installation in the dry well to achieve conformance with new Flood Protection regulations.
- Full detailed hydraulic analyses has not been budgeted; however anticipated pump discharge pressure shall be confirmed for each pump station. Pumps will be replaced with equivalent capacity to retain the original firm capacity design intent of the station. As a result of the decreased efficiency of the new dry pit pump system, larger horsepower pumps may be needed. This may trigger a need for increased standby power capacity and increased electrical capacity.
- Sizing and specification of a pump station bypass pumping system as it is assumed that the existing station will have to be removed from service to permit installation of the new station and structures.
- A technical memorandum will be developed to document design intent, key parameters and intended operation.
- Influent grinders (comparable to the existing grinders at each station) will be included.

**Structural:**

- Demolition of the existing above grade and below grade concrete pump station structures and footings.
- Design two pump stations that each include a wet well, dry well, and new superstructure.
- The roofs will be a hip style roof framed with steel rafters, purlins and metal deck supported by perimeter columns and one row of interior columns at the ridge line. The lateral system will be vertical bracing on four sides. Cavity will consist of brick and block. Three roof dormers will be provided on street and beach side.
- The floor will consist of concrete slab and beams supported by columns and spread footings. The footing will be located at a minimum below frost level and may be deeper pending beach erosion analysis.
- The restroom will be located on the first floor. Concrete walls will extend to the underside of the second floor. The concrete walls will provide lateral stability for the building and will be designed to resist wave action. The second floor will contain the electrical equipment, generator, and odor control room.
- The wet well will be located beyond the building and will have a watertight access hatch.
- ENGINEER will prepare details for one set of stairs to access the second-floor pump station equipment.
- The building will be soil support on shallow foundation. Erosion is assumed to be 3 to 4 feet and bottom of footing will be located below the estimated erosion depth
- ENGINEER will develop a listing of required special inspections for the project.
- ENGINEER shall develop specifications for Concrete and Reinforcing Steel, Miscellaneous Metals, cast-in-place concrete wet well, dry well, and new superstructure.

**Electrical:**

- New electrical gear will be located at or the 100-year flood elevation plus 3 feet for both pump stations.
- Demolition of the existing electrical distribution equipment within the existing pump stations.
- Electrical equipment for the bypass pumping system during the rebuild of the new stations in same location.
- ENGINEER will design electrical equipment associated with a duty and standby channel grinder in wet well.
- Improvements include designing and specifying a new electrical distribution system to be housed primarily in the superstructures including new utility service, new distribution cabinet(s), new variable frequency drives (VFDs), miscellaneous conduit, combustible gas detection and ventilation failure system analysis as needed to address NFPA 820 requirements, lighting, and instrumentation and

control support. Design will also include the design of electrical infrastructure between the superstructure and the wet well and dry well for power and control signals.

- ENGINEER will assist OWNER in coordinating electrical utility service work with the utility provider and the local Fire Department.

#### **Standby Power Systems:**

- ENGINEER shall design a new standby generator to accommodate the proposed dry-pit pumps (required to meet new flood regulations). Generator shall be **diesel engine** powered, located in the superstructure above the 100-year flood elevation, and accessible via stairs.
- It is assumed that the fuel storage will be within a standalone tank separate from the superstructure.
- ENGINEER shall provide a load analysis, design criteria memo, Specification and Drawings.

#### **Architectural:**

- Design two pump stations. The buildings' lower levels will be made of concrete structural walls and slabs. The upper levels' walls will be made of wood shingle siding on CMU cavity walls supported by steel frame. The roof system will be made of an assembly of insulation, cover boards, and asphalt shingles.
- Each pump station will include a wet well, dry well, and superstructure, which includes a maintenance room, generator room, odor control room, and public restrooms.
- Design of screening system(s) for external mounted equipment such as fuel tank, electrical transformer, etc.
- Provide details to support other design functions.

#### **HVAC:**

ENGINEER shall review design and specify HVAC systems as needed for the temperature control (heating and cooling) of the new superstructure building and to comply with NFPA 820.

- ENGINEER will prepare construction drawings and specifications to be integrated into the pump station specification.
- Design will include supply air tempering and space heating for the superstructure and air conditioning for the area where the VFDs will be located.
- If the building is classified as F-2, underground space will be limited to 1,499 feet to prevent a requirement for sprinklers.

#### **Plumbing:**

ENGINEER shall provide plumbing design to support the new design and specification of the dry well, wet well, and new superstructure.



- ENGINEER will assist in the design and specification of a new City Water connection and supply to the new station for flushing and wash down purposes including hydrants and any required backflow preventers.
- Engineer will design and specify a fuel transfer system between the externally located fuel tank and the interior mounted standby generator for each pump station.
- ENGINEER will assist in the design and specification of the superstructure with respect to any building drainage systems.

**Instrumentation and Control:**

ENGINEER shall develop P&IDs and Specifications for the project.

- The improvements will replace the existing station control panel and pump station control system with a fully new PLC based control system. Remote communication via the existing “Mission” system will be retained and a connection to the water pollution control facility SCADA system will not be included in the design.
- Engineer will design and specify the various instruments located in the wet well and dry well associated with the station control system including level instruments, flow instruments, intrusion instruments.

**Odor Control:**

- Due to the proximity to the public, ENGINEER shall design odor control systems for the pump stations.
- ENGINEER will assist in the design and specification of an odor control system at each pump station.

**Cost Estimating:**

ENGINEER shall develop opinions of probable construction cost at 30, 60 and 90 percent of project completion. ENGINEER shall share these with the OWNER at each stage of the project.

**Quality Control:**

ENGINEER shall provide quality assurance for final design and bidding services, including the following:

- Conduct a PROJECT start-up meeting with the OWNER.
- Schedule and conduct PROJECT status meetings with the OWNER, up to four (4) meetings and provide meeting notes.
- Develop monthly invoices, track project progress, maintain a project schedule, manage staff through completion of the work, be the primary client contact and lead communicator to staff.
- Quality Assurance
  - Provide QA/QC reviews of the final design,

- Provide briefings to the QA/QC team.
- All comments by the OWNER will be consolidated and answered by the ENGINEER.
- Basic coordination with CT DEEP to keep them informed, seek approval of contract documents, and obtain permission to advertise and bid the project.

**Permits:**

Engineer has assumed that the following permits/approvals will be required for this project:

- Connecticut State Historical Preservation Office (SHPO) and Tribal Consultations: Engineer will conduct the research necessary to determine if historical or archaeological sites are present within the project area. The results of this determination will be submitted to SHPO and the applicable tribal head preservation officer. This scope assumes that the proposed improvements are not within SHPO jurisdiction and that no additional permitting or requirements will be required beyond the initial consultation.
- Floodplain Development Permit: The existing pump station site is located within Flood Zone AE where the basic flood elevation is 11 feet (NAVD 88) according to FIRM 09009C0552J, dated July 5, 2013. ENGINEER will prepare and file a Flood Development Permit concurrent with the building permit.
- Coastal Site Plan Review: The existing pump station site lies within the boundaries of the mapped Coastal Management Area. ENGINEER will prepare and file Coastal Site Plan Review with the West Haven Planning and Development Department to determine the consistency with the goals and policies of the CT Coastal Management Act.

ENGINEER will assist with the OWNER in preparing and submitting permits.

ENGINEER has made the following assumptions

- No permit filing fees are required since the application is the City of West Haven.
- The project will not alter an archaeological or historical resource. However, notifications to the CT SHPO and Tribal Historic Preservation Officers are still required but the ENGINEER's fee does not include any further studies.
- The design plans will serve as permit drawings and will include all necessary information for the permit granting agencies to make a permitting decision.
- The permitting scope is for the design activities identified herein. Additional scope and budget will be required for any other required work that is not identified in this scope of work.
- This scope does not include additional services related to assisting the City with appeals to permits or assistance securing any appeals to an issued permit.
- No revisions to the NPDES permit will be required.

### **Third Party Peer Review:**

The replacements of Dawson Ave Pumping Station and the East Ave Pumping Station will be designed simultaneously for consistency. Construction is expected to consist of two construction packages, one for each pumping station. The individual construction packages will be under \$10,000,000 and Value Engineering is not required. ENGINEER understands that this project will not be subject to third party or value engineering reviews and has not carried any level of effort for such reviews.

### **Bidding:**

ENGINEER will prepare detailed plans and specifications suitable for bidding for up to two construction packages (either each pump station bid together or separately). ENGINEER will assist the City in obtaining bids for the construction of the project which includes:

- Providing electronic document files suitable for advertisement and distribution through a third-party vendor,
- Answering bidding questions and issuing addenda as required,
- Attending a single pre-bid meeting and answer all questions that arise from it via addendum,
- Attending the bid opening,
- Evaluating the responsive bidders and performing background checks of the 3 lowest bidders,
- Providing the City with a recommendation to award letter.

ENGINEER has assumed that the City's Purchasing Department will advertise the project and receive the bids.

## **2. Time Schedule**

The time periods for the performance of ENGINEER's Services are as follows:

ENGINEER will perform the services described herein within nine months after execution of this Task Order. Changes in scope resulting from OWNER reviews, or extended Owner or CT DEEP review periods may necessitate an extension of this time.

## **3. Compensation and Invoicing**

The total engineering fee for the services outlined herein shall not exceed the Lump Sum fee of \$1,350,000. If any changes to the scope of work for this project occur or are requested by OWNER or result from regulatory agency comments or actions, ENGINEER will immediately notify OWNER. Any changes that would require additional funds shall not be conducted until OWNER and ENGINEER have agreed to an Amendment to this Task Order.

ENGINEER has budgeted for MBE and WBE subcontractors as part of this scope of work to be consistent with CT DEEP requirements for Clean Water Fund projects.

Invoicing and Payment shall be monthly during periods of active work by the ENGINEER.

4. **Terms and Conditions**

The terms and conditions of the Agreement referred to above shall apply to this Task Order except to the extent expressly modified herein. In the event of any such modification, the modification shall be set forth below and the Article of the Agreement to be modified shall be specifically referenced. Modifications included in this Task Order are:

None.

5. **Terms or Provisions in Conflict**

If the provisions set forth in the Agreement are in conflict with the provisions set forth in this Task Order, the provisions of this Task Order shall govern.

None.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to be effective as of the date first above written.

OWNER

ENGINEER

\_\_\_\_\_  
Nancy R. Rossi  
Mayor

\_\_\_\_\_  
Joseph L. Laliberte, P.E.  
Vice President

Address for giving notices:

Address for giving notices:

City of West Haven  
355 Main Street  
West Haven, Connecticut 06516

CDM Smith Inc.  
77 Hartland Street, Suite 201  
East Hartford, Connecticut 06108

Funds are available for the services herein.

Account No. \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_  
Director of Finance

This contract is approved as to correctness of form.

Date \_\_\_\_\_

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

**COST OF PRICE SUMMARY FOR SUBAGREEMENTS UNDER U.S. EPA GRANTS**  
 (See accompanying instructions before completing this form)

Form Approved  
 OMB No. 158-RO144

**PART 1 - GENERAL**

1. GRANTEE City of West Haven, West Haven, Connecticut		2. GRANT NUMBER	
3. NAME OF CONTRACTOR OR SUBCONTRACTOR CDM Smith Inc.		4. DATE OF PROPOSAL May 6, 2022	
5. ADDRESS OF CONTRACTOR OR SUBCONTRACTOR (Include Zip Code) 77 Hartland St Suite 201 East Hartford, CT 06108		6. TYPE OF SERVICE TO BE FURNISHED Consulting Services Dawson Ave and East Ave Pumping Stations Design Services Design and Bidding Task Order No. 32	

**PART II - COST SUMMARY**

7. DIRECT LABOR (Specify labor categories)	ESTI- MATED HOURS	HOURLY RATE	ESTIMATED COST	TOTAL
Project Officer	200	\$80.00	\$16,000.00	
Project Manager	600	\$66.00	\$39,600.00	
Project Engineer I	2000	\$55.00	\$110,000.00	
Project Engineer II	2400	\$52.00	\$124,800.00	
Project Engineer III	2200	\$32.00	\$70,400.00	
Drafter/GIS Technician	520	\$30.00	\$15,600.00	
Administration	200	\$30.00	\$6,000.00	
<b>DIRECT LABOR TOTAL:</b>				<b>\$382,400</b>
8. INDIRECT COSTS (Specify indirect cost pools)	RATE	X BASE =	ESTIMATED COST	
Direct Overhead, General & Administration	1.625	\$382,400.00	\$621,400.00	
<b>INDIRECT COSTS TOTAL:</b>				<b>\$621,400</b>
9. OTHER DIRECT COSTS				
a. TRAVEL			ESTIMATED COST	
(1) TRANSPORTATION			\$2,500.00	
(2) PER DIEM				
<b>TRAVEL SUBTOTAL:</b>			<b>\$2,500.00</b>	
b. EQUIPMENT, MATERIALS, SUPPLIES (Specify Categories)		QTY	COST	ESTIMATED COST
Equipment and Supplies		1	\$1,200.00	\$1,200.00
<b>EQUIPMENT SUBTOTAL:</b>			<b>\$1,200.00</b>	
c. SUBCONTRACTS			ESTIMATED COST	
East-West Engineering, PLLC (WBE)			\$47,500.00	
Periera Engineering, LLC (MBE)			\$50,200.00	
Eolas Environmental LLC (WBE)			\$20,000.00	
DTC, Inc. (MBE)			\$104,300.00	
<b>SUBCONTRACTS SUBTOTAL:</b>			<b>\$222,000.00</b>	
d. OTHER (Specify Categories)			ESTIMATED COST	
<b>OTHER SUBTOTAL:</b>				
<b>e. OTHER DIRECT COSTS TOTAL:</b>				<b>\$225,700</b>
<b>10. TOTAL ESTIMATED COST</b>				<b>\$1,229,500</b>
<b>11. PROFIT</b>				<b>\$120,500</b>
<b>12. TOTAL PRICE</b>				<b>\$1,350,000</b>



**TASK ORDER NO. 33  
TO  
MASTER ENVIRONMENTAL SERVICES AGREEMENT  
BETWEEN  
OWNER AND ENGINEER**

This is Task Order No. 33 attached to and made part of the Agreement dated March 5, 2015, between CDM Smith Inc. (ENGINEER) and City of West Haven, Connecticut (OWNER).

This Task Order describes the Scope of Services, Time Schedule, Charges, and Payment Conditions for the Task Order known as: MS4 Permit Compliance Assistance – IDDE Investigations (the “Project”).

1. Scope of Services

ENGINEER shall provide for OWNER the following specific services:

**TASK 1 IDDE PLAN IMPLEMENTATION (BMP 3-1)**

As part of the Connecticut Department of Energy and Environmental Protection (CT DEEP) General Permit for Discharge of Stormwater from Small Municipal Separated Storm Sewer Systems (MS4) requirements, the OWNER is required to implement the Illicit Discharge Detection and Elimination (IDDE) Plan and continue with IDDE investigations. The purpose of IDDE investigations is to identify and eliminate non-stormwater discharges, which may include animal wastes, fertilizers, illegal dumping in storm drains, sewage, leaves, or industrial and commercial waste. ENGINEER began IDDE investigations for OWNER in 2018 and has initiated investigations at 59 outfalls to date. ENGINEER has also performed mapping investigations, catch basin inspections, dry weather screening, and wet weather sampling for OWNER. ENGINEER will use the results from dry weather screening, wet weather sampling, and outfall prioritization to identify outfalls for IDDE investigations.

ENGINEER will perform field investigations to identify the sources of illicit connections to the stormwater system, primarily by water testing in the field using test kits. When dry weather flow is found, equipment and field test kits will be used to obtain a sample of the flow and analyze the flow for surfactants, ammonia, total residual chlorine, temperature, conductivity, and salinity. This scope assumes that 50% of the structures will have dry weather flow and 50% will not. Samples will only be collected from those structures with flow. (The CT DEEP MS4 Permit requires sampling of flow within structures, those structures with standing water will not be sampled). ENGINEER will alert the OWNER when potential illicit connections are identified. This task order includes up to \$1,500 to purchase test kits; up to \$10,000 for laboratory fees, including surfactant disposal and bacteria testing; monthly data plans for iPad; mileage; and other field supplies.

Currently, there are 222 City-owned outfalls and interconnections pending inspection, of 281 known locations. However, the number is subject to change and could increase as the dry weather outfall inspections, mapping efforts, interconnection identification, and wet weather sampling continues. There are 94 field days with two people included in the budget. We are estimating 118 outfalls will be IDDE investigated under this task order. ENGINEER may modify mapping during IDDE investigations to correspond to field observations. Additionally, there are some locations that may require police for traffic control and safety, and it is assumed that the City will pay those costs directly.

Other follow-up tasks for locations that are suspected to have illicit discharges will be recommended in the memorandum summarizing field investigation results. Follow-up activities will be conducted by the ENGINEER and may include manhole inspections, sand bagging, dye testing, smoke testing, building inspections, and CCTV inspections. ENGINEER will perform up to 20 days of follow-up activities with one person, assuming OWNER will be available for additional person or ENGINEER will join subcontractor while performing CCTV inspections. ENGINEER will engage with subcontractor to assist with CCTV inspections. This task order includes up to \$150,000 for a subcontractor to perform CCTV inspections. ENGINEER will create subcontract, coordinate with subcontractor, and review CCTV inspections under this task order.

ENGINEER will monitor the weather and only complete IDDE investigations when there has been dry weather, less than 0.1 inches of rain, in the previous 24 hours. For outfalls that are affected by tides, ENGINEER will also monitor tidal fluctuations so these areas can be investigated during low tide.

It is anticipated that the IDDE field work can take place over the course of the contract duration. For each outfall, ENGINEER will start investigations at the outfall and work upstream. If there is dry weather flow at a location, ENGINEER will test or sample for temperature, pH, conductivity, ammonia, chlorine and surfactants. The data collected in the field will be input electronically using an iPad. The information added to the iPad in the field will be reviewed in the office for data tracking and management, to note locations already visited and to plan locations to include in future field investigations in conjunction with dry weather screening, wet weather sampling, and outfall prioritization.

Following completion of field investigations, additional time will be required in the office to compile results, review, update GIS, and create new IDDE mapping (in keeping with previous years). ENGINEER will prepare a technical memorandum following completion of IDDE investigations within this contract. The memorandum will include a map for each outfall that was IDDE investigated. The map will include summary tables for previously completed outfall dry weather inspections and wet weather inspections, including temperature, pH, conductivity, ammonia, chlorine, surfactants, and E. Coli or Enterococcus results. The map will also include a summary of IDDE dry weather inspection results and IDDE concern. The memorandum will summarize the field investigation program, recommendations for identification and removal of the potential illicit connections, a suggested implementation schedule, and the overall IDDE program status. A draft copy of the technical memorandum will be submitted to the OWNER for review. ENGINEER will incorporate comments received on the draft document and submit the final technical memorandum to the OWNER in electronic form. The memorandum will also be submitted to CT DEEP and EPA in the July 2023 CMOM Program Semi-Annual Report.

2. Compensation and Invoicing

Compensation for Services of ENGINEER described in this Task Order will be lump sum for \$500,000. Invoicing shall be monthly, based on actual hours and expenses incurred.

Time Schedule

The time periods for the performance of ENGINEER's Services are as follows:

ENGINEER will perform the tasks over a 13 month schedule for authorization to proceed.

4. Terms and Conditions

The terms and conditions of the Agreement referred to above shall apply to this Task Order except to the extent expressly modified herein. In the event of any such modification, the modification shall be set forth below and the Article of the Agreement to be modified shall be specifically referenced. Modifications included in this Task Order are:

None.

5. Terms or Provisions in Conflict

If the provisions set forth in the Agreement are in conflict with the provisions set forth in this Task Order, the provisions of this Task Order shall govern.

None.



IN WITNESS WHEREOF, the parties hereto have executed this Amendment to be effective as of the date first above written.

OWNER

ENGINEER

\_\_\_\_\_  
Nancy R. Rossi  
Mayor

\_\_\_\_\_  
Joseph L. Laliberte, P.E.  
Vice President

Address for giving notices:

Address for giving notices:

City of West Haven  
355 Main Street  
West Haven, Connecticut 06516

CDM Smith Inc.  
77 Hartland Street – Suite 201  
East Hartford, Connecticut 06108

Funds are available for the services herein.

Account No. \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_  
Director of Finance

This contract is approved as to correctness of form.

Date \_\_\_\_\_

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

**TASK ORDER NO. 34 TO  
MASTER ENVIRONMENTAL SERVICES AGREEMENT  
BETWEEN  
OWNER AND ENGINEER**

This is Task Order No. 34 attached to and made part of the Agreement dated March 5, 2015, between CDM Smith Inc. (ENGINEER) and City of West Haven, Connecticut (OWNER).

This Task Order describes the Scope of Services, Time Schedule, Charges, and Payment Conditions for the Task Order known as: CMOM Consent Decree Compliance, Fiscal Year 2023 (the "Project").

1. Scope of Services

ENGINEER shall provide for OWNER the following specific Services:

**TASK 1 – CCTV DEFECT CODING AND RECOMMENDATIONS**

OWNER is currently utilizing National Association of Sewer System Companies (NASSCO) Pipeline Assessment and Certification Program (PACP) standards to code observed defects. ENGINEER will review CCTV footage provided by the City every month. While observing each video, ENGINEER will review and update (if applicable) the City's NASSCO PACP coding and then ENGINEER will create an inspection log. ENGINEER will also document corresponding recommendations while reviewing videos. Coded defects will be compiled in a database for future reference. ENGINEER has budget for coding video, reviewing, and providing recommendations (if any) for up to 130,000 linear feet of pipe (it is estimated that 70,000 linear feet will be counted towards calendar year 2022 requirement, 60,000 linear feet will be counted towards calendar year 2023 requirement).

**TASK 2 – MANHOLE INSPECTIONS**

ENGINEER shall perform a total of 120 sanitary sewer manhole inspections throughout the City (it is estimated that 55 manholes will be counted towards calendar year 2022 requirement, 65 manholes will be counted towards calendar year 2023 requirement). The manhole inspection task includes field inspection time and office evaluation and prioritization. Two inspectors shall utilize a manhole inspection application on an iPad, which contains locations of the City's sanitary sewer pipes and manholes. The inspectors shall note observed defects, including cracks, infiltration, and surcharging.

**TASK 3 – FATS, OILS, AND GREASE (FOG) INSPECTIONS**

ENGINEER will provide assistance with the City's ongoing FOG program. This may include tracking Food Preparation Establishments (FPEs) that are out of compliance with the City's FOG Ordinance, creating and sending letters to FPEs that are out of compliance, and follow-up inspections and communications with the FPE owner. All work will be performed as directed by the OWNER. ENGINEER shall provide up to 120 hours of assistance.

**TASK 4 – CONSENT DECREE (CD) REPORTS ON COMPLIANCE**

ENGINEER will assist OWNER by preparing reports on compliance for the two semi-annual reports as required in the CD, which are due on January 30, 2023 and July 30, 2023.

Reports will include a written notice of compliance for actions required by the CD, including both sanitary sewer CMOM activities and stormwater MS4 compliance activities. Stormwater MS4 compliance activities will be included under the same compliance reports, but the cost will be included in a separate Task Order. The reports will contain a summary of the status and progress of all remedial measures required by the CD including:

- a. A graphical and tabular listing of all bypasses that occurred in the previous six months.
- b. A description of activities undertaken during the reporting period directed at achieving compliance including FOG-related, cleaning, CCTV, and inspection activities.
- c. MS4 stormwater permit compliance activities (reporting will be included under same report but cost will be included under a separate Task Order).
- d. A summary of all plans, reports and other deliverables required by the CD that were completed and submitted.
- e. A description of expected activities to be undertaken during the next reporting period.

### **TASK 5 – PROGRESS MEETINGS AND PROJECT MANAGEMENT**

ENGINEER shall conduct six progress meetings with OWNER to review compliance activities conducted during the previous two months, plan activities for the next two months, and exchange data. ENGINEER will collect CCTV videos and logs, FOG information, locations of any bypass that occurred. Prior to the next meeting, ENGINEER will PACP code the CCTV footage and map all activities in GIS. ENGINEER assumed two attendees for four meetings and three attendees for two meetings.

### **TASK 6 – GIS UPDATES AND ADDITIONAL SERVICES**

ENGINEER will assist OWNER with the following tasks related to GIS:

#### *Task 6.1 – Field Verifications*

ENGINEER shall provide up to 160 hours to assist with field verification of manholes throughout the City. ENGINEER shall work with OWNER to determine these locations and will add or modify the corresponding manholes and pipes as necessary.

#### *Task 6.2 – Additional GIS Services*

ENGINEER shall assist OWNER with purchasing an additional year of the ArcGIS Online Subscription Plan. The cost for a year of service for up to five users is also included in this task. Additional ArcGIS service after this year will need to be provided in a future Task Order or purchased separately by OWNER. ENGINEER shall update and maintain previously set up mapping and electronic forms for cleaning and CCTV inspections on two iPads that have been previously purchased by OWNER.

## 2. Time Schedule

The time periods for the performance of ENGINEER's Services are as follows:

ENGINEER will conduct the services described herein between July 1, 2022 and June 30, 2023.

3. Compensation and Invoicing

Compensation for Services of ENGINEER described in this Task Order will be on the following basis:

The ENGINEER agrees to perform Basic Services as described above in this Task Order as follows for the Lump Sum fee of \$250,000.

4. Terms and Conditions

The terms and conditions of the Agreement referred to above shall apply to this Task Order except to the extent expressly modified herein. In the event of any such modification, the modification shall be set forth below and the Article of the Agreement to be modified shall be specifically referenced. Modifications included in this Task Order are:

None.

5. Terms or Provisions in Conflict

If the provisions set forth in the Agreement are in conflict with the provisions set forth in this Task Order, the provisions of this Task Order shall govern.

None.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to be effective as of the date first above written.

OWNER

ENGINEER

\_\_\_\_\_  
Nancy R. Rossi  
Mayor

\_\_\_\_\_  
Joseph L. Laliberte, P.E.  
Vice President

Address for giving notices:

Address for giving notices:

City of West Haven  
355 Main Street  
West Haven, Connecticut 06516

CDM Smith Inc.  
77 Hartland Street, Suite 201  
East Hartford, Connecticut 06108

Funds are available for the services herein.

Account No. \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_  
Director of Finance

This contract is approved as to correctness of form.

Date \_\_\_\_\_

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

**TASK ORDER NO. 36 TO  
MASTER ENVIRONMENTAL SERVICES AGREEMENT  
BETWEEN  
OWNER AND ENGINEER**

This is Task Order No. 36 attached to and made part of the Agreement dated March 5, 2015, between CDM Smith Inc. (ENGINEER) and City of West Haven, Connecticut (OWNER).

This Task Order describes the Scope of Services, Time Schedule, Charges, and Payment Conditions for the Task Order known as: High Priority Areas Sewer Rehabilitation Program Contract 2 Design, Bidding, and Construction Services (the "Project").

1. Scope of Services

The City of West Haven, CT owns approximately 153 miles of sanitary sewer. Beginning in 2014, OWNER has CCTV inspected approximately 100 miles of sanitary sewer. Under various task orders, ENGINEER has reviewed these inspections and gave each pipe a rating, priority, and recommendation. There are many pipe sections that ENGINEER recommended for rehabilitation or follow-up activities throughout the City.

Under Task Order 21, ENGINEER reviewed the approximately 12 miles of pipes that were previously given the highest priority level when the CCTV inspection was reviewed. ENGINEER also previously determined the pipe sections that are in the worst condition and then compiled those into the first phase of the High Priority Sewer Rehabilitation Program Design Contract 1. Under Task Order 21, ENGINEER organized the remaining high priority pipes into a list for future phases of the High Priority Sewer Rehabilitation Program.

ENGINEER shall provide for OWNER the following specific Services:

**TASK 1 – PIPE REHABILITATION DESIGN**

ENGINEER shall complete bidding documents for Contract 2 of the High Priority Sewer Rehabilitation Program. ENGINEER estimates between 4,000 linear feet and 8,000 linear feet of sanitary sewer rehabilitation will be included in this design. OWNER has a set budget for the construction of this project so the footage will be determined during the design phase and will be based on the type of rehabilitation required since the construction costs varies for cured-in-place pipe (CIPP) lining, CIPP spot liners, point repairs, and pipe replacement. ENGINEER shall compile the various pipe rehabilitation into a single set of contract documents (plans and specifications).

Contract Drawings – ENGINEER will prepare 24"x36" drawings for the sewer rehabilitation recommendations. The drawings will detail the limits of CIPP lining, point repairs, pipe replacements, and CIPP spot repairs; and any other pertinent construction information. Contract drawings will also include cover sheet, locus plan, legend and general notes and detail sheets. Contract drawings will be submitted to the City for review at 90 percent completion along with an estimate of most probable construction costs. The City's comments will be incorporated in the contract documents. The contract documents will then incorporate all final comments and the final deliverables will be submitted to the City for bidding purposes.

Contract Specifications – ENGINEER will develop technical specifications for applicable work. The specification will include applicable front-end section (instructions to bidder, bid form, general conditions, supplemental general conditions), detailed technical specifications covering every item to be furnished by the contractor.

This task includes attending up to two progress meetings with the City. The progress meetings will be scheduled

near the 60 percent and 90 percent project milestones.

### **TASK 2 – BIDDING SERVICES**

ENGINEER shall aid with bidding for Contract 2 of the High Priority Sewer Rehabilitation Program. All work will be performed as directed by the OWNER. ENGINEER shall provide up to forty (40) hours of bidding related services. Services may include coordinating with OWNER's Purchasing Agent, preparing bid addendum (if necessary), and reviewing bid results. An electronic file of the final bid documents will be provided in PDF format to be distributed to prospective bidders electronically. Two sets of hard copies of plans and specifications will be submitted to the OWNER.

### **TASK 3 – CONSTRUCTION OVERSIGHT**

For High Priority Sewer Rehabilitation Program Contract 2, OWNER will be advertising the project for public bidding for CIPP lining of sewer mains, spot liners, point repairs, and pipe replacement in various locations throughout the City. ENGINEER will provide full-time onsite Resident Inspection services. The Resident Inspector will be responsible for the following:

- day-to-day inspection of site activity,
- reviewing that the contractor builds the work in accordance with the plans and specifications,
- verifying installed bid quantities,
- coordinating and monitoring all required field testing and traffic management,
- coordinating with OWNER's staff,
- attending scheduled coordination meetings,
- producing daily and monthly reports,
- reviewing and processing Contractor pay requests,
- reviewing project schedules,
- reviewing, negotiating, and processing change orders, and
- maintaining accurate and orderly field files.

This task includes providing a Resident Inspector for up to 300 hours, which is the assumed duration of the general contractor's active construction requiring oversight.

### **TASK 4 – OFFICE SUPPORT FOR CONSTRUCTION OVERSIGHT**

ENGINEER proposes to provide general construction engineering and administration services for this project, as follows:

- Project Management - Coordinating all correspondence between the contractor, OWNER and ENGINEER internal parties.
- Design Engineering - Direct involvement of design engineers knowledgeable of the specific design intent will be available for the entire construction process. The design engineer responsible for the overall design document will assist the construction services staff in resolving conflicts/disputes clarification that arise from the contractor, subcontractor or the OWNER during the construction phase.
- Shop Drawing Review
- Request for Information (RFI) Services and Proposed Change Order review
- Record Drawings – ENGINEER will review the Contractor's Record Drawings for conformance with the as-built conditions and return any necessary comments or edits to the Contractor for further documenting. The development of CAD Record Drawings by ENGINEER is not included in this proposal.
- Document Control – Administration staff will log all correspondence, records, related documents and manager's information systems to assure for timely and responsive actions.

2. Time Schedule

The time periods for the performance of ENGINEER's Services are as follows:

ENGINEER will conduct the services described herein between July 1, 2022 and June 30, 2023.

3. Compensation and Invoicing

Compensation for Services of ENGINEER described in this Task Order will be on the following basis:

Task – Description	Budget	Payment Terms
Task 1 – Design	\$45,000	Lump Sum
Task 2 – Bidding	\$5,500	Lump Sum
Task 3 – Construction Oversight	\$35,000	Hourly at \$125/Hour
Task 4 – Construction Office Support	\$24,000	Lump Sum
TOTAL	\$109,500	

4. Terms and Conditions

The terms and conditions of the Agreement referred to above shall apply to this Task Order except to the extent expressly modified herein. In the event of any such modification, the modification shall be set forth below and the Article of the Agreement to be modified shall be specifically referenced. Modifications included in this Task Order are:

None.

5. Terms or Provisions in Conflict

If the provisions set forth in the Agreement are in conflict with the provisions set forth in this Task Order, the provisions of this Task Order shall govern.

None.



IN WITNESS WHEREOF, the parties hereto have executed this Amendment to be effective as of the date first above written.

OWNER

ENGINEER

\_\_\_\_\_  
Nancy R. Rossi  
Mayor

\_\_\_\_\_  
Joseph L. Laliberte, P.E.  
Vice President

Address for giving notices:

Address for giving notices:

City of West Haven  
355 Main Street  
West Haven, Connecticut 06516

CDM Smith Inc.  
77 Hartland Street, Suite 201  
East Hartford, Connecticut 06108

Funds are available for the services herein.

Account No. \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_  
Director of Finance

This contract is approved as to correctness of form.

Date \_\_\_\_\_

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

**Date:** 8/9/2022

**Memo to:** State of CT  
Office of Policy and Management  
ATTN: Julien Freund

**From:** Doug Colter, Grants Coordinator/Fleet Fueling Station Project Manager  
City of West Haven

**RE:** City of West Haven-Old Colony Const. LLC Construction Contract,  
Fleet Fueling Station  
Public Works Complex, 33 Collis St West Haven

Dear Mr. Freund

The City is requesting the contract for construction of our Fleet Fueling Station with vendor Old Colony Construction LLC be reviewed and released to the Mayor for signature as soon as possible.

The City has a duty to act timely and in good faith with the execution of a contract following a public bid procedure. Failure to act timely may result in cost increase claims and hardships on the part of the contractor. Time is of the essence as many of the products the contractor must order have long lead times, and delays in signing the contract may lead to winter condition claims, or price increase claims due to expiring bids and quotations.

The current City of West Haven Fleet fueling station has underground tanks that are expiring their DEEP UST Life Expectancy permits. The City had made an attempt to extend the life of the existing tank permits, but DEEP informs us this type of underground tank is not eligible for a time extension of any sort under the statute, and must be decommissioned no later than September 20<sup>th</sup> 2022. Due to the schedule delays in the bidding process and our value engineering exercise, the City will be installing a temporary gasoline tank to bridge the schedule gap. This Tank has a rental price attached which drives the project budget up each month we delay.

The City embarked on plans to build a new above ground fleet fueling station in 2021, however, the resulting construction bids were double our projected budget. We engaged in a value engineering exercise with our design professional, Tighe and Bond, PE's, and rebid the project in Spring of 2022. The resulting Bid was awarded to the lowest qualified bidder, Old Colony Construction LLC, a WBE, SBE, and State of CT DAS registered contractor. Old Colony Construction has never worked for the City before, and there are no business, personal or family relations with anyone on the City staff or holders of elected office.

Funding for this project is a combination of State LoCIP funds, and City Capital Bond funds. The Contractor will be required to comply with all of the State Statutes and regulations that accompany State Funding.

The Fleet Fueling Station is used by all City Vehicles, the Allingtown and West Shore Fire Departments, Police, and several not-for-profit agencies. Further, having access to our own fuel reserves where we have a generator in place to power the station is an important part of our Emergency Operations Plan. We also fuel emergency generators serving critical facilities from this reserve. The City cannot rely upon

commercially available fuel during long duration storm recovery events, and none of the fuel retailers in West Haven have generator power.

We vend over 15,000 gallons of fuel per month between gasoline and diesel, and use a Fuel Master brand electronic FOB access control system to track usage and billing to other departments and agencies. The current system is awkwardly placed and causes traffic jams at peak times, and is 30 years old and in need of constant repair.

The new system will expand our storage capacity for long duration emergencies, provide a clean, safe facility with CCTV monitoring, automatic fire suppression, weather cover, and install above ground tanks that will not have the burden of limited life span underground tanks. The new station will be more conducive for safe use by our not-for-profit affiliates. Further, the new station will include Diesel exhaust fluid vending that will also be tracked using our Fuel Master key FOB system. DEF is currently dispensed on a paper tracking system which is no longer appropriate given the recent cost increases of this product.



**Connecticut Department of  
Energy & Environmental Protection**  
Bureau of Materials Management & Compliance Assurance  
Emergency Response & Spill Prevention Division

## Notification of Scheduled Permanent Closure of Underground Storage Tanks

**Submit one notification form per site. This notification must be submitted at least 30 days before beginning permanent closure of a commercial underground storage tank (UST) pursuant to the UST Regulations; section 22a-449(d)-107 of the Regulations of State Agencies.**

**Important Information:**

- 1) **At least 30 days before beginning permanent closure, please submit this completed form to: [DEEP.30DayUST@ct.gov](mailto:DEEP.30DayUST@ct.gov). A separate notification is required and submitted through [ezFile](#) when the tank is completely closed.**
- 2) **Please review DEEP Guidance on Sampling and Analytical Methods for UST Closure: [www.ct.gov/deep/cwp/view.asp?a=2692&q=322592&deepNav\\_GID=1652](http://www.ct.gov/deep/cwp/view.asp?a=2692&q=322592&deepNav_GID=1652).**
- 3) **If a release is discovered during a pre-tank removal assessment or during the tank removal the release must be reported to DEEP pursuant to Connecticut General Statutes section 22a-450 (please call 860-424-3338 or toll free at 1-866-337-7745).**
- 4) **DEEP may be onsite to inspect the removal activities, but whether an inspection is performed or not, please proceed on your submitted schedule.**
- 5) **If the submitted schedule changes please e-mail details of the schedule change to: [DEEP.30DayUST@ct.gov](mailto:DEEP.30DayUST@ct.gov). Enter "Schedule Change" on the email subject line.**

**Part I: Site Information**

<b>1. LOCATION of UST(s)</b>			
Name of site: <u>West Haven Public Works Garage</u>			
Street Address or Location Description: <u>33 Collis Street</u>			
City/Town: <u>West Haven</u>	State: <u>CT</u>	Zip Code: <u>06516</u>	
<b>2. Site ID Number:</b> _____			

**Part II: Owner/Operator Information**

<b>1. UST Owner Name:</b>			
Mailing Address: 355 Main St.			
City/Town: West Haven	State: CT	Zip Code: 06516	
Business Phone:	ext.:		
Contact Person: Douglas Colter	Phone: 203-937-3620 ext. 3010		
*E-mail: <a href="mailto:dcolter@westhaven-ct.gov">dcolter@westhaven-ct.gov</a>			
*By providing this e-mail address you are agreeing to receive official correspondence from the department, at this electronic address, concerning the subject application. Please remember to check your security settings to be sure you can receive e-mails from "ct.gov" addresses. Also, please notify the department if your e-mail address changes.			

**Part II: Owner/Operator Information (continued)**

**2. UST Operator, if different than UST owner**

Name:

Mailing Address:

City/Town:

State:

Zip Code:

Business Phone:

ext.:

Contact Person:

Phone:

ext.

\*E-mail:

\*By providing this e-mail address you are agreeing to receive official correspondence from the department, at this electronic address, concerning the subject application. Please remember to check your security settings to be sure you can receive e-mails from "ct.gov" addresses. Also, please notify the department if your e-mail address changes.

**3. Contractor or person responsible for removing the UST System:**

Name: Old Colony Construction, LLC.

Mailing Address: P.O. Box 544

City/Town: Westbrook

State: CT

Zip Code: 06498

Business Phone: 860-664-8042

ext.:

Contact Person: Vincent Neri

Phone: N/A

ext.

E-mail: vcneriocc@gmail.com

**4. Contractor or environmental consultant responsible for conducting sampling:**

Name: Tighe & Bond, Inc.

Mailing Address: 53 Southampton Road

City/Town: Westfield

State: MA

Zip Code: 01085

Business Phone: 413-562-1600

ext.:

Contact Person: David Horowitz

Phone:

ext.

E-mail: dphorowitz@tighebond.com

### Part III: Underground Storage Tank Information

Complete for all tanks being permanently closed at the subject location.

Tank Identification Number	Tank No.: B1R1	Tank No.: E5	Tank No.:	Tank No.:	Tank No.:
<b>1. Estimated Date Tank will be Closed</b> (month/day/year)	08/11/2022	08/11/2022			
<b>2. Estimated Total Capacity</b> (gallons)	10,000	4,000			
<b>3a. Will a pre- tank removal assessment be undertaken (or was it already undertaken)?</b>	<input checked="" type="checkbox"/> yes <input type="checkbox"/> no	<input checked="" type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> yes <input type="checkbox"/> no
<b>3b. If yes, was a release discovered and reported?</b>	<input type="checkbox"/> yes <input checked="" type="checkbox"/> no	<input type="checkbox"/> yes <input checked="" type="checkbox"/> no	<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> yes <input type="checkbox"/> no
<b>4. Is this a piping only removal?</b>	<input type="checkbox"/> yes <input checked="" type="checkbox"/> no	<input type="checkbox"/> yes <input checked="" type="checkbox"/> no	<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> yes <input type="checkbox"/> no
<b>5. Substance Currently Stored (or last stored)</b> <i>check one per compartment/tank</i>					
Gasoline	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Diesel	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Kerosene (for resale)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Kerosene (on-site consumption)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Heating Oil (on-site consumption)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Heating Oil (for resale)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Used Oil	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Biodiesel	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E-85	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E-15	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
If Other, please specify here					
Hazardous Substance	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
CERCLA name					
CAS Number					

If you have any questions, please contact the Site Assessment and Support Unit at 860-424-3376 or by e-mail: [DEEP.30DayUST@ct.gov](mailto:DEEP.30DayUST@ct.gov).

Memo to: Julian Freund, OPM, MARB  
From: Doug Colter, Grants Coordinator, City of West Haven  
Date: 8/30/22

RE: MARB approval of ARPA funded architectural services grant contract

Dear Mr. Freund

The attached contract and rider are to procure architectural design services for a remodeling project at our Senior Center located at 201 Nobile St.

The West Haven City Council appropriated \$640,000 from ARPA funding to refurbish the center, which will include the following scope of work:

- Relocation from the second floor to the main floor to reduce reliance upon the elevator and provide access to ramped egress.

- Replace domestic kitchen with commercial kitchen

- Elevator refurbishment, ADA controls upgrade

- Accessible Bathroom upgrades

- Accessible hardware and access upgrades

- Lighting and energy improvements

- Painting and refurbishment

- Furniture modernization

The design contract is for \$72,000 and will include the programming, construction document, permitting, bidding, and construction management phases of the project.



# AIA<sup>®</sup> Document B104<sup>™</sup> – 2017

## Standard Abbreviated Form of Agreement Between Owner and Architect

AGREEMENT made as of the fifth                      day of July  
in the year 2022

*(In words, indicate day, month and year.)*

**BETWEEN** the Architect's client identified as the Owner:  
*(Name, legal status, address and other information)*

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

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

and the Architect:

*(Name, legal status, address and other information)*

O'Riordan Migani Architects LLC  
22 Bank Street  
Seymour, CT 06483

for the following Project:

*(Name, location and detailed description)*

Muni-Center Upgrades  
201 Noble Street, West Haven CT 06516

The Owner and Architect agree as follows.

Init.

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### ARTICLE 1 INITIAL INFORMATION

**§ 1.1** This Agreement is based on the Initial Information set forth below:

*(State below details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, and other information relevant to the Project.)*

Owner has ARPA funding of approximately \$650,000 upgrades to the Muni Center as follows:

1. Replacement of existing obsolete elevator and car in existing elevator shaft.
2. Interior painting of walls, door frames and refinishing of wood doors.
3. Targeted handicapped accessibility improvements in various bathrooms.
4. Replacement of furniture in cafeteria and various other locations.
5. Other related improvements identified by the Building Committee.

**§ 1.2** The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

**§ 1.3** The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

**§ 1.3.1** Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

## ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services set forth in this Agreement consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.2 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.8:

*(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)*

- .1 General Liability  
\$1,000,000
  
- .2 Automobile Liability  
\$1,000,000
  
- .3 Workers' Compensation  
\$1,000,000
  
- .4 Professional Liability  
\$2,000,000 each claim, \$3,000,000 annual aggregate

## ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on (1) the accuracy and completeness of the services and information furnished by the Owner and (2) the Owner's approvals. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.2 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.3 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

### § 3.2 Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall discuss with the Owner the Owner's program, schedule, budget for the Cost of the Work, Project site, and alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the Project requirements.

§ 3.2.3 The Architect shall consider the relative value of alternative materials, building systems and equipment, together with other considerations based on program, aesthetics, and any sustainable objectives, in developing a design for the Project that is consistent with the Owner's schedule and budget for the Cost of the Work.

§ 3.2.4 Based on the Project requirements, the Architect shall prepare Design Documents for the Owner's approval consisting of drawings and other documents appropriate for the Project and the Architect shall prepare and submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.5 The Architect shall submit the Design Documents to the Owner, and request the Owner's approval.

### § 3.3 Construction Documents Phase Services

§ 3.3.1 Based on the Owner's approval of the Design Documents, the Architect shall prepare for the Owner's approval Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.4.4.

§ 3.3.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.3.3 The Architect shall submit the Construction Documents to the Owner, update the estimate for the Cost of the Work and advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.3.4 The Architect, following the Owner's approval of the Construction Documents and of the latest estimate of the Cost of the Work, shall assist the Owner in obtaining bids or proposals and awarding and preparing contracts for construction.

### § 3.4 Construction Phase Services

#### § 3.4.1 General

§ 3.4.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A104™–2017, Standard Abbreviated Form of Agreement Between Owner and Contractor. If the Owner and Contractor modify AIA Document A104–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.4.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.4.1.3 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

#### § 3.4.2 Evaluations of the Work

§ 3.4.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.2, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the

Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

**§ 3.4.2.2** The Architect has the authority to reject Work that does not conform to the Contract Documents and has the authority to require inspection or testing of the Work.

**§ 3.4.2.3** The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

**§ 3.4.2.4** When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith.

**§ 3.4.2.5** The Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

### **§ 3.4.3 Certificates for Payment to Contractor**

**§ 3.4.3.1** The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.4.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified.

**§ 3.4.3.2** The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

### **§ 3.4.4 Submittals**

**§ 3.4.4.1** The Architect shall review and approve, or take other appropriate action, upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or any construction means, methods, techniques, sequences or procedures.

**§ 3.4.4.2** If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

**§ 3.4.4.3** The Architect shall review and respond to written requests for information about the Contract Documents. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness.

### **§ 3.4.5 Changes in the Work**

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2.3, the

Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

#### § 3.4.6 Project Completion

The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

### ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services are not included in Basic Services but may be required for the Project. The Architect shall provide the Supplemental Services indicated below, and the Owner shall compensate the Architect as provided in Section 11.2. Supplemental Services may include programming, site evaluation and planning, environmental studies, civil engineering, landscape design, telecommunications/data, security, measured drawings of existing conditions, coordination of separate contractors or independent consultants, detailed cost estimates, on-site project representation beyond requirements of Section 4.2.2, value analysis, interior architectural design, tenant related services, preparation of record drawings, commissioning, sustainable project services, and any other services not otherwise included in this Agreement. *(Identify below the Supplemental Services that the Architect is required to provide and insert a description of each Supplemental Service, if not further described in an exhibit attached to this document.)*

By mutual consent of the Owner and the Architect

§ 4.2 The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Upon recognizing the need to perform Additional Services, the Architect shall notify the Owner. The Architect shall not provide the Additional Services until the Architect receives the Owner's written authorization. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3.

§ 4.2.1 The Architect shall provide services necessitated by a change in the Initial Information, changes in previous instructions or approvals given by the Owner, or a material change in the Project including size; quality; complexity; the Owner's schedule or budget for Cost of the Work; or procurement or delivery method as an Additional Service

§ 4.2.2 The Architect has included in Basic Services TBD ( tbd ) visits to the site by the Architect during construction. The Architect shall conduct site visits in excess of that amount as an Additional Service.

§ 4.2.3 The Architect shall, as an Additional Service, provide services made necessary by a Contractor's proposed change in the Work. The Architect shall prepare revisions to the Architect's Instruments of Service necessitated by Change Orders and Construction Change Directives as an Additional Service.

§ 4.2.4 If the services covered by this Agreement have not been completed within TWELVE ( 12 ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

### ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project; a written legal description of the site; and services of geotechnical engineers or other consultants, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project.

§ 5.4 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.5 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests; tests for air and water pollution; and tests for hazardous materials.

§ 5.6 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.7 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.8 The Owner shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents.

§ 5.9 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.10 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

#### ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, construction procurement activities have not commenced within 90 days after the Architect submits the Construction Documents to the Owner the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's current budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

## ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums when due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other, for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A104–2017, Standard Abbreviated Form of Agreement Between Owner and Contractor. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.6.

### § 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 Mediation, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.3 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

*(Check the appropriate box.)*

- Arbitration pursuant to Section 8.3 of this Agreement
- Litigation in a court of competent jurisdiction
- Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

### § 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim,



dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

#### § 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

### ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, Reimbursable Expenses incurred, and all costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:  
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

- .1 Termination Fee:  
\$5000.00
  
- .2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:  
N/A

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

#### ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A104–2017, Standard Abbreviated Form of Agreement Between Owner and Contractor.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates or consents, the proposed language of such certificates or consents shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. However, the Architect's materials shall not include information the Owner has identified in writing as confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.



§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

SEE ATTACHED RATE SHEET

Employee or Category	Rate
----------------------	------

**§ 11.8 Compensation for Reimbursable Expenses**

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 Expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally maintained by the Architect and the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ATTACHED RATE SHEET      percent (      %) of the expenses incurred.

**§ 11.9 Payments to the Architect**

**§ 11.9.1 Initial Payment**

An initial payment of  
N/A

(\$      ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

**§ 11.9.2 Progress Payments**

§ 11.9.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid SIXTY ( 60 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect. *(Insert rate of monthly or annual interest agreed upon.)*

FIVE %      5%

§ 11.9.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.9.2.3 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

#### ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:  
*(Include other terms and conditions applicable to this Agreement.)*

BY MUTUAL CONSENT OF THE OWNER AND THE ARCHITECT.

#### ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B104™-2017, Standard Abbreviated Form of Agreement Between Owner and Architect
- .2 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:  
*(Insert the date of the E203-2013 incorporated into this agreement.)*

- .3 Exhibits:  
*(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits identified in Section 4.1.)*

- A. OMA TIME AND MATERIAL RATE SHEET
- B. INSURANCE CERTIFICATE

- .4 Other documents:  
*(List other documents, if any, including additional scopes of service forming part of the Agreement.)*

N/A

This Agreement entered into as of the day and year first written above.

\_\_\_\_\_  
OWNER *(Signature)*

Nancy R. Rossi, Mayor

\_\_\_\_\_  
*(Printed name and title)*

\_\_\_\_\_  
ARCHITECT *(Signature)*

Joan O'Riordan, Senior Architect

\_\_\_\_\_  
*(Printed name, title, and license number, if required)*

Init.

# O’Riordan Migani Architects

Building Community through Architecture. [omarchitects.com](http://omarchitects.com)



## HOURLY RATE FEE SCHEDULE

# 8

### Hourly Rates

#### Survey

Project Manager	175
Licensed land Surveyor	175
Two Person Crew	2500
Three Person Crew	3500

#### Design

Principal In Charge	175
Project Manager	175
Project Engineer	175
Assistant Engineer	150
Technician	100
CAD Operator	100
Clerical	75

#### Construction Services

Construction Manager	175
Assistant Manager	155
Chief Inspector	145
Inspector	125
Draftsperson	100
Clerical	75

Landscape Architect 175

Architect 175

### Additional Services

The Architects will be paid at the rates set forth herein for services performed at the Owner’s request which are outside the scope of basic services.

### Terms

Invoices are net due within 30 days. Past due invoices are subject to a service charge of 1 1/2% per month or such lesser amount as permitted by law.



## STANDARD RATES AND TERMS

2

### Reimbursable Expense Schedule

Consultants	1.15 times actual cost	
Automobile Travel	\$.85 per mile	
Municipal Fees	1.15 times actual cost	
Outside Reproductions	1.15 times actual cost	
Postage/Shipping	1.15 times actual cost	
Telephone Calls	1.15 times actual cost	
Travel Expenses	1.15 times actual cost	
Fax Transmissions	\$.25 per page, in-state	
	\$.50 per page, out-of-state	
In-House Reproductions	8 1/2 x 11 black/white	\$ .10 per side
	8 1/2 x 11 color	\$1.00 per side
	GBC binding and covers	\$3.50 each
	11 x 17 black/white	\$ .25 per side
	11 x 17 color	\$2.00 per side
	17 x 22 black/white	\$2.50 each
	Drawing plots/prints	\$4.00 each
	Drawing set binding	\$1.50 each

REVISED 053021



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/31/2022

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

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

<b>PRODUCER</b> <b>Smith Brothers Insurance, LLC.</b> 68 National Drive Glastonbury, CT 06033	<b>CONTACT NAME:</b> John W Heil III <b>PHONE (A/C, No, Ext):</b> (860) 430-3280 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> jheil@smithbrothersusa.com
	<b>INSURER(S) AFFORDING COVERAGE</b>
<b>INSURED</b>  <b>O'Riordan Migani Architects LLC</b> 22 Bank Street Seymour, CT 06483	<b>INSURER A :</b> Charter Oak Fire Insurance Co <b>NAIC #</b> 25615
	<b>INSURER B :</b> Travelers Property Casualty Co of Amer <b>25674</b>
	<b>INSURER C :</b> Phoenix Insurance Company <b>25623</b>
	<b>INSURER D :</b> XL Specialty Insurance Co <b>37885</b>
	<b>INSURER E :</b>
	<b>INSURER F :</b>

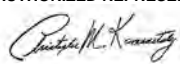
**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	6802J095105	6/15/2021	6/15/2022	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>1,000,000</b> MED EXP (Any one person) \$ <b>5,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b> \$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		X	BA8R490715	6/15/2021	6/15/2022	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ <b>10,000</b>	X	X	CUP3B133051	6/15/2021	6/15/2022	EACH OCCURRENCE \$ <b>1,000,000</b> AGGREGATE \$ <b>1,000,000</b> \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		X	UB6S247048	10/1/2021	10/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ <b>1,000,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>
D	<b>Professional Liab.</b>			DPS 9944958	7/2/2019	7/2/2022	<b>Each Claim</b> <b>2,000,000</b>
D	<b>Retro: 07/02/1984</b>			DPS 9944958	7/2/2019	7/2/2022	<b>Annual Aggregate</b> <b>3,000,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) FOR PROFESSIONAL LIABILITY COVERAGE, THE AGGREGATE LIMIT IS THE TOTAL INSURANCE AVAILABLE FOR CLAIMS PRESENTED WITHIN THE POLICY PERIOD FOR ALL OPERATIONS OF THE INSURED. THIS LIMIT WILL BE REDUCED BY PAYMENTS OF CLAIMS AND EXPENSES. THIS INSURANCE IS NOT FOR A SPECIFIC PROJECT.

Clough, Harbour & Associate LLP and CHA Consulting, Inc. and their respective subsidiaries and affiliates are included as additional insureds as respects to General Liability and Umbrella Liability per policy forms. Primary and Non-Contributory coverage is included as respects to General Liability and Umbrella Liability per policy forms. SEE ATTACHED ACORD 101

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



**ADDITIONAL REMARKS SCHEDULE**

AGENCY <b>Smith Brothers Insurance, LLC.</b>		NAMED INSURED <b>O'Riordan Migani Architects LLC</b> 22 Bank Street Seymour, CT 06483	
POLICY NUMBER <b>SEE PAGE 1</b>			
CARRIER <b>SEE PAGE 1</b>	NAIC CODE <b>SEE P 1</b>	EFFECTIVE DATE: <b>SEE PAGE 1</b>	

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

**Description of Operations/Locations/Vehicles:**

Completed Operations coverage is included for General Liability per policy forms.

Clough, Harbour & Associates LLP, CHA Consulting, Inc., its agents, partners, officers, directors and employees are included under Waiver of Subrogation as respects to General Liability, Automobile Liability, Umbrella Liability and Workers Compensation per policy forms.

**RIDER NO. 1 TO AGREEMENT (the “B104”) BETWEEN the CITY of WEST HAVEN (“OWNER”) AND O’RIORDAN MIGANI ARCHITECTS LLC (“ARCHITECT”) (AIA DOCUMENT B104-2017) DATED AUGUST [ ], 2022 (“RIDER”)**

This Rider is attached to and made a part of the above-referenced Agreement. The following Exhibits are attached to and made a part of this Rider

- **Exhibit A**, Architect’s Proposal dated July 5, 2022;
- **Exhibit B**, Listing of Architect’s Employees Assigned to Project;
- **Exhibit C**, Architect’s Schedule for Performance; and
- **Exhibit D**, Insurance Requirements

**1. General/Document Hierarchy/Cross-References in B104.** If any of the provisions of this Rider conflict or are otherwise inconsistent with the B104 to which this Rider is attached, the Specifications, and other Contract Documents, the more restrictive requirement and the higher standard, for the benefit of the Owner, as the case may be, shall prevail and be binding upon the Architect. To the extent the B104 cross-references other AIA documents, such cross-referenced AIA documents shall be deemed to be to any agreement(s) that may be entered into between the Owner and any Contractor or Construction Manager for this Project, whether such agreements are AIA forms or otherwise. If any provisions of **Exhibit A** to this Rider conflict with or are otherwise inconsistent with the provisions of the body of this Rider, the more restrictive requirement and the higher standard, for the benefit of the Owner, as the case may be, shall prevail and be binding upon the Architect.

**2. Professional Services to be Rendered:**

**(a) Architect’s Responsibilities.** B104 Article 2 is hereby deleted in its entirety and replaced with the following new provisions:

(i) New § 2.1: “**Architect’s Responsibilities.** It is the intention of this Agreement that the Architect shall provide for all necessary and appropriate Architecture and design services required for the complete design, bidding, construction administration and completion of the Project, in accordance with Architect’s Proposal, **Exhibit A** hereto, through and including Project closeout, whether specifically identified in this Agreement and construction documents or reasonably implied or inferred therefrom.”

(ii) New §2.2: “**Standard of Care.** “The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing the same or similar locality under the same or similar circumstances (“Standard of Care”). The Architect shall perform its services as expeditiously as is consistent with such professional skill and care, the orderly progress of the Project, and the Standard of Care.”

**(b) Professional Services Generally.**

(i) B104 §3.1 is hereby deleted and replaced with the following new §3.1:

“§3.1 Unless expressly provided as an Additional Service in §3 of this Rider below, Architect’s Basic Services shall consist of all services recited, noted, referenced, implied, inferred or

incorporated by reference in the B104, this Owner's Rider and/or in the project construction contract with a contractor or construction manager, all of which shall, unless otherwise specifically noted in §3 below as being an Additional Service, be and shall be deemed to be part of Basic Services and fees or compensation for such Services are and shall be deemed to be included in Architect's Fee for Basic Services."

(ii) **Code Compliance.** The following new §3.1.4 is hereby added to the B104:

"The final Construction Documents, the design and instructions therein and Architect's performance hereafter, shall comply with any and all applicable federal, state, and local statutes, rules, regulations, laws, ordinances, codes, encumbrances and any other restrictions, including, but not limited to, those relating to design, construction, existence or use of the Project and, if applicable, "public accommodations" under the Americans with Disabilities Act, as amended ("ADA") (the "Requirements"); provided, however that the Architect's Basic Services do not include revisions to the Contract Documents solely to the extent required for compliance with changes to Requirements or new Requirements enacted after the date upon which the Design Development documents are completed and approved by the Owner (the "Compliance Date")."

(iii) **Consultants.** The following new §3.1.5 is hereby added to the B104: "Architect shall select and retain (and shall be responsible for) all engineers or consultants whose services may be deemed necessary or advantageous by Architect in connection with the performance of the Services required of Architect pursuant to this Agreement, including as applicable, electrical, mechanical, civil and structural engineers (all of whom are collectively referred to herein as the "Architect's Consultants"). Architect shall not retain any Architect's Consultant without the approval of Owner, which approval shall not be unreasonably withheld; however, the approval of Owner to such retention shall not relieve, affect or otherwise modify Architect's obligations under this Agreement, including Architect's responsibility for the technical accuracy, quality and coordination of any Services provided by any Architect's Consultants. All costs associated with the services rendered by all Architect's Consultants shall be deemed included in Architect's agreed compensation for Architect's Basic Services, as described in B104 §11.1, and shall be paid for by Architect. Architect shall be responsible for the professional quality, technical accuracy and the coordination of all Design Documents and other Services provided by or through Architect or Architect's Consultants under this Agreement and for the coordination of the Services performed by Architect and Architect's Consultants with services provided by Owner, Contractor, other consultants or any other entity retained by Owner for the Project."

(iv) **Coordination of Other Consultants.** The following new §3.1.6 is hereby added to the B104: "Consistent with the Standard of Care Architect agrees to supervise those engineers and other consultants that Owner has retained (the "Other Consultants") so that the final work product prepared by Architect and such Other Consultants shall be fully constructible and meet all codes, rules and regulations applicable to this Project."

(c) **Construction Budget.** B104 §6.3 is hereby deleted in its entirety and replaced with the following new §6.3:

"§6.3 In preparing estimates of the Cost of Work, Architect shall, subject

to Owner's approval: be permitted to include contingencies for design, bidding and price escalation; to recommend what materials, equipment, component systems and types of construction are to be included in the Contract Documents; suggest reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the approved Construction Budget."

**(d) Design Phase.** The following new §3.2.6 is hereby added to the B104: "[B]ased upon a mutually agreed upon program and the Construction Budget, and in coordination with the Other Consultants, if any, the Architect shall prepare, for the Owner's approval, design documents, consisting of drawings and other documents illustrating the scale and relationship of Project components together with an analysis comparing the design to the Project projections and potential impacts on the Construction Budget. The Architect shall ensure that all drawings, regardless of the source, shall be coordinated with each other and with architectural elements of the structure such that spaces and configurations shall be adequate and appropriate for the other work to be installed or constructed in the same areas. The Architect shall correct or revise the Design Documents as part of the Architect's Basic Services hereunder and at no separate or additional charge to the Owner, except when the Owner's request is for purely aesthetic reasons and the Owner has previously approved the Design Documents. In the event the Architect's Design Documents are erroneous, ambiguous, faulty, defective, deficient, exceed the Design or Construction Budget and/or do not meet the intended uses of the Owner, the Architect shall revise and/or redesign the Design Documents as part of the Architect's Basic Services."

**(e) Construction Documents Phase.** The Architect shall perform the following additional services as part of the Architect's Basic Services:

(i) B104 §3.3.1 is hereby deleted in its entirety and replaced with the following new §3.3.1: "Upon the Owner's written approval of the Design Documents, the Architect shall prepare Construction Documents for the Project, which shall include working drawings and specifications. The term "working drawings" includes, as applicable, (i) floor plans, elevations, sections, and details as may be necessary to describe architectural features; (ii) reflected ceiling plans (showing the location of the various types and features of the ceilings, locations of standard and special light fixtures and switches, sprinkler heads, smoke detectors and alarms, and air conditioning diffusers and registers); (iii) finish plans and finish schedules showing the locations and type of paint, wall coverings, wood finishes, carpeting, floor coverings, fabric and other special finishes; (iv) large scale plans, elevations and details necessary for special areas requiring a higher level of detail, coordination and finishes; (v) millwork plans indicating the location of millwork and cross references to the appropriate elevations and/or details; (vi) general conditions and specifications for the base building as well as interior construction work and furniture location drawings and specifications; and (vii) detailed drawings and specifications to describe the approved mechanical and structural systems. The Construction Documents shall conform to the intent of the Design Documents as finally approved by the Owner and shall be submitted to the Owner within the time frame set forth in the Architect's Proposal (or, if no time period is specified, promptly after the Owner's approval of the Design Documents). The working drawings and specifications shall contain sufficient information, including construction details and dimensions, and shall be of suitable scale so that bidders and contractors will be able to reliably determine the nature, quality and quantities of all labor and materials and the quality of the workmanship required to construct the Project. The information in the Construction Documents shall be complete, thoroughly coordinated and in a form acceptable to the Owner. The Architect shall correct or revise the Construction Documents for the Project as part of Basic Services hereunder and at no separate or additional charge to the Owner, except when the Owner's request is for purely aesthetic reasons and the Owner has previously approved the Construction Documents for the Project."

(f) **Bidding Phase Services.** The following new Section is hereby added to the end of §3.3 of B104:

“The Architect shall prepare bidding documents, obtain sealed bids, analyze, compare and otherwise “level” all bids received so as to permit the Owner to fully understand the completeness of each contractor’s bid, the relative merits of each bid, and to determine which bids are the lowest responsible bids. In the event that bids are received in excess of the latest Construction Budget as approved by the Owner, and if changes to plans and/or specifications are required in order to stay within the approved Construction Budget, the Architect agrees to redesign and/or prepare sufficient numbers of approved alternate designs, plans, and specifications for the Project, at the request of the Owner, as will be necessary to secure a bid that will come within the approved Construction Budget. Such redesign services shall be performed by the Architect as part of the Architect’s Basic Services.”

(g) **Construction Phase Services.** Modifying B104 §3.4:

(i) Supplementing B104 §3.4.2.1, and as part of the Architect’s Basic Services, the Architect shall visit the site at regular intervals for the additional purposes of identifying defects and deficiencies in the Work, to otherwise assess the quality of the Work and so that the Architect may sign off on the Work as may be required by any governmental authority or agency having authority over the Work and/or Project. The Architect shall keep the Owner regularly informed in writing, of the results of its observations.

(ii) The following sentence is added at the end of §3.4.3.1: “The foregoing representations may be made subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, and (2) to specific qualifications reasonably expressed by the Architect.”

(iii) The following new §3.4.4.4 is hereby added to the B104: “Architect shall assign only senior and experienced staff to review submittals. Architect shall reasonably attempt to review and respond to Contractor’s submittals, in order to avoid delays to the Project. Architect shall respond to each submittal by either approving or rejecting such submittal, or if Architect cannot approve or reject a submittal, in its professional judgment, without a further technical clarification, Architect shall identify with reasonable detail, which element of the submittal is insufficient and shall request such further relevant information as shall permit Architect to accept or reject the submittal.”

(iv) The following new §3.4.6.1 is hereby added to the B104: “The Architect shall assist the Owner and Owner’s Representative, if any, (including any Other Consultants) in obtaining temporary and permanent Certificates of Occupancy and all other approvals applicable to the Architect’s Basic Services required for completion of the Project and occupancy of portions or all of the Project in accordance with the occupancy program of the Owner.”

(v) The following new §3.4.6.2 is hereby added to the B104: “The Architect shall deliver to the Owner at the conclusion of its services in a form acceptable to the Owner copies of all drawings and specifications, engineering

calculations and other Instruments of Service created or used by the Architect and its consultants in the performance of their obligations under this Agreement.”

The following new §3.4.6.3 is hereby added to the B104: “The Architect shall collect from the Contractor, review and, when acceptable, deliver to the Owner all warranties, guarantees, certificates, operational manuals, as-built drawings and other documents required to be delivered under the Construction Documents.”

**3. Supplemental and Additional Services.** Section 4.1 is hereby amended to include the following descriptions of Additional Services: “The Architect acknowledges that after the commencement of this Agreement, the Owner may request that the Architect perform, as an Additional Service, one or more of the services listed below, provided that the Architect has first notified the Owner in writing of its intention to provide such services as “Additional Services,” its explanation for the reasons therefor, its estimate for the cost of such services and the Owner authorizes same in writing:

(a) Revising drawings, specifications or other documents or providing other services when such revisions or services are required because of (i) the default of any contractor; (ii) major defects or deficiencies in the work of any contractor; or (iii) changes in requirements codes, laws or regulation or official interpretations enacted after the Compliance Date;

(b) After receipt of approval by the Owner of the Design Documents and/or the Construction Documents, preparing additional or revised drawings or specifications in connection with the Owner’s aesthetic changes or change orders that are solely necessary due to substantial changes in the Owner’s requirements for the Project in excess of the Change Order Threshold;

(c) Consulting concerning replacement of any Work damaged by fire or other causes, including, but not limited to, wind, rain, snowstorm, hurricane, during construction, and furnishing such services as may be required in connection with the replacement of such Work, except where such replacement is necessitated by the Architect’s own acts, errors or omissions, which corrections shall be performed by the Architect at his / her sole expense;

(d) Making professional three-dimensional models or renderings, other than in-house study models or sketch renderings (except as required under the Architect’s Basic Services);

(e) Preparing to serve or serving as a witness in connection with any dispute resolution proceeding, including any mediation and/or arbitration proceeding or legal proceeding unless the Architect is a party to such proceeding as a result of its direct acts, errors or omissions;

(f) Conducting controlled inspections, inspections of materials, and review of mock-ups that are not located within 10 miles from the Project Site; and

(g) Producing perspectives, sketches, floor plans or written material specifically intended for use in rental brochures or for marketing/promotional purposes.”

**4. Additional Provisions Regarding Compensation.** B104 Article 11 is hereby modified, as follows:

(a) **Compensation for Supplemental and Additional Services.** The following is added to §11.2 and §11.3: “A condition of compensation for such services is that the Architect has advised the

Owner in writing before such services are performed that they are beyond the scope of this Agreement, and such services have been specifically authorized by the Owner in writing to the Architect in advance of their performance. The Architect shall keep detailed records of all time spent by the Architect's employees in performance of such services.”

**(b) Interest.** The interest charge set forth in §11.9.2.1 for any late payment is hereby changed from 5% to 1%.

**(c) Payment/Architect's Records.** The following new Section 11.9.3 is hereby added to the B104:

“(i) The Architect shall submit monthly invoices to the Owner or upon some other time basis mutually agreed upon in writing. Each invoice shall include a detailed statement of services for which compensation is sought and expenses for which reimbursement is sought, together with such other substantiation as the Owner shall require. Each invoice shall include all items of services sought by the Architect for compensation and for expenditures incurred through the date of the application. The Architect shall submit its final invoice statement no later than thirty (30) calendar days after final completion of the construction of the Project.

(ii) The Architect shall maintain, and shall require its consultants to maintain, accurate records on an accounting basis acceptable to the Owner of costs and expenses incurred by it and the exact hours worked by its personnel. On reasonable notice from the Owner, these records shall be available at the Architect's office during business hours for audit and copying by the Owner. The Architect shall retain these records for six (6) years after its receipt of final payment.”

**5. Personnel Assigned to Project.** The following new Section 12.1 is hereby added to the B104: “To the fullest extent reasonably necessary to achieve the timely and proper performance of the Architect's obligations under this Agreement, the individuals listed in **Exhibit B** shall devote their full time and effort to the Project while employed by the Architect, and they may not be removed from the Project or replaced by the Architect to the extent they continue to be in the employ of the Architect, without the Owner's prior written consent, which consent shall not be unreasonably withheld. The Owner reserves the right to require the removal of any personnel of the Architect involved with the Project if, in the reasonable judgment of the Owner in consultation with the Architect, such individual's performance is unsatisfactory. The Architect shall investigate such request and shall submit to Owner, for Owner's consent, which consent shall not be unreasonably withheld, the name of an individual Architect suggests as a replacement. ”

**6. Time for Performance and Design Review.** The following new Section 12.2 is hereby added to the B104: “The Owner and Architect acknowledge and agree that time is of the essence regarding design, construction and completion of the Project is of the essence of this Agreement and therefore Architect agrees that time is of the essence regarding compliance with its Schedule for Performance, **Exhibit C** hereto.

**7. Dispute Resolution.**

**(a)** §8.1.3 of the B104 is hereby amended to include the following as the last sentence thereof: “Notwithstanding the foregoing, no such waiver shall be applicable in the event of claims covered by insurance, to the extent such coverage is responsive and available.”

(b) §§ 8.2.1, 8.2.2 and 8.2.3 of the B104 are hereby deleted in their entirety and replaced with the following new §8.2: “Mediation shall only be required if both parties agree to do so, in writing, and shall be before JAMS or like organization as may be agreed to by the parties. If mediation fails to resolve the parties’ dispute, either party may litigate the matter in any state or federal court located in the City of New Haven.”

(c) Architect agrees that, to the extent necessary for, or in connection with, the resolution of any other claims involving Owner or the Project, Architect, Architect’s Consultants and any claims by or against either of them, may be joined in any separate arbitration proceeding, upon Owner’s written request.

**8. Insurance.** The following new Section 12.3 is hereby added to the B104: “The Architect shall furnish and maintain the insurance coverages set forth in **Exhibit D** to the Rider in accordance with the requirements therein. If the Architect fails to furnish and maintain the insurance required herein, the Owner may purchase such insurance on behalf of the Architect, and the Architect shall promptly pay the cost thereof to the Owner and supply any information needed to obtain such insurance upon demand.”

**9. Indemnification.** The following §8.5 is hereby added to the B104: “To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the Owner, and all of its elected or appointed directors, officers, officials, agents, employees and members of all of its boards and commissions, from and against any/all claims, actions, damages, losses and expenses, including but not limited to attorney’s fees, for any actual or alleged injury to any person or persons, including death, or any damage to or destruction of property, arising out of or in connection with the Work.”

**10. Termination and Suspension.**

(a) §9.5 of the B104 is hereby deleted in its entirety and replaced with the following new §9.5: “The Owner may, upon seven calendar days’ written notice to the Architect, terminate this Agreement without cause. The Architect shall, upon receipt of such notice, cease all work on the Project and instruct the engineers and other consultants retained by it to cease all work on the Project and cooperate with Owner in the transition to a new design firm in a professional manner. In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due, and for services performed to effect the orderly transition of services to another the Architect designated by Owner or Owner’s assigns. Such transitioning expenses (the “Termination Expenses”) are in addition to compensation for the Architect’s Basic Services, and consist of actual additional costs attributable directly to demobilization and turn over.”

(b) Supplementing and modifying B104 §9.2: “The Owner may suspend or abandon work on all or any part of the Project, including work under this Agreement, with or without cause, effective immediately upon notice to the Architect. If the Project is not resumed within six (6) months thereof, upon resumption, the Architect shall be entitled to an equitable adjustment of its fee. Any failure to resume the Project shall be deemed a termination for convenience.”

(c) The following new Section 9.9 is hereby added to the B104: “If this Agreement is terminated or suspended for any reason under Sections 10(a) or (b) of this Rider, upon payment to the Architect of all payments due hereunder, the Architect shall deliver to the Owner copies of the drawings, specifications, engineering calculations and other Instruments of Service created or used by the Architect or its consultants in the performance of their obligations under this Agreement.”



(d) The following new § 9.10 is hereby added to the B104: “The Owner may terminate this Agreement for cause if the Architect, or the Architect’s consultants, shall fail to comply with the provisions of this Agreement, or if the Architect shall be in default of any provision, including those requiring timely performance of the Architect's responsibilities hereunder in accordance with the Project schedule then in effect, and shall fail to cure such default within ten (10) calendar days after notification. The Architect shall remain liable to the Owner for all damages suffered by it by reason of such failure, including, but not limited to, any excess costs incurred in completing the Project by employment of other architects or other consultants and the Owner can set off any such damages from sums otherwise due to the Architect. In the event of the Architect's failure to perform fully in accordance with this Agreement, the Owner may elect to permit the Architect to continue to perform without waiving its right to terminate the Architect for breach or default, and the Architect shall be liable to the Owner for all damages occasioned thereby.”

(e) Modifying B104 §§9.1 and 9.4, if the Owner fails to make payment due to the Architect for services or expenses within fifteen (15) days after the due date, the Architect shall provide the Owner with a written notice to cure. If the Owner fails to make payment of such sums properly due to the Architect within fifteen (15) days of such written notice, the Architect may, upon seven (7) additional days’ written notice to the Owner, suspend performance and services under this Agreement. The Architect shall not suspend services or terminate this Agreement except pursuant to this subsection (e).

(f) The following new § 9.11 is hereby added to the B104: “Termination, suspension or abandonment by the Owner shall not give rise to any cause of action or claim against the Owner for any damages of any nature whatsoever, or for extra compensation or loss of anticipated profits. The Architect shall be entitled only to amounts due to it in accordance with this Article 9. Termination of this Agreement for any reason shall not release the Architect from any of its obligations under this Agreement existing at the time of termination.”

(g) Notwithstanding B104 §11.9.2.2, with respect to any amounts due from the Architect to the Owner pursuant to this Agreement, including, without limitation, on account of the Architect’s breach, default or from or under any indemnity hereunder, the Owner may withhold amounts from the Architect’s compensation, or offset sums requested by or paid to contractors for the cost of changes in the Work pending the final outcome of the relevant dispute resolution proceeding, if any. Amount withheld should bear a reasonable relationship to the anticipated loss and or claim.

**11. Services to Continue During Disputes.** The following new §9.12 is hereby added to the B104: “If a dispute arises between the Owner and the Architect with respect to the Architect's compensation or any term of this Agreement, notwithstanding any provision of the B104, including, without limitation, the provisions of §11.9.2.2, the Architect shall continue to fully perform under this Agreement if the Owner makes timely payment of fees and reimbursements in accordance with the payment provisions of this Agreement. If the dispute relates to fees, the Architect shall be obligated to continue to perform provided that the Owner pays those particular fees are not subject of the dispute. .”

**12. Use of Instruments of Service.**

(a) B104 Article 7 is modified as follows:

i. The first sentence of §7.3 is hereby amended and restated to read as follows: “Notwithstanding anything contained herein to the contrary, the Owner is hereby granted a perpetual license to use the Instruments of Service for the completion of the Project by the Owner or others or for additions, extensions, remodeling, or modification of the Project, including additions by shareholders, unit owners and occupants which may impact the work of the Project. However, the Owner shall have no right to sell, rent, lease or in any way transfer ownership of said Instruments of Service to any other party, other than a successor owner of the property or Project, nor may the Owner use the drawings and specifications on other projects without the Architect's written consent, said license to survive completion / termination of the project.”

ii. The last sentence of §7.3 is deleted.

iii. Notwithstanding anything to the contrary herein, the Architect shall not be released from liability for any deficiency that gave rise to the need for such revisions, modifications, alterations, or deviations regardless of when same occurred.

(b) The following new §7.6 is hereby added to the B104: “The Architect shall not use the overall design concept of this Project or any distinctive creative elements thereof with any other project of similar scope or design, for other projects in similarly situated settings or for projects having a purpose or function similar to the Project. Nothing in this Agreement shall restrict Architect from using similar standard design details on other projects.”

**13. Successors and Assigns.** The following new §10.9 is hereby added to the B104: “The Architect agrees to execute and secure from the Architect’s consultants and to deliver to the Owner so-called “will serve” letters in favor of the Owner and/or its assignees.”

**14. Compensation for Reimbursable Expenses.** Section 11.8 of the B104 is deleted in its entirety and replaces with:

**§ 11.8 Compensation for Reimbursable Expenses**

Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect’s consultants directly related to the Project, as follows: As approved in advance and in writing by Owner in Owner’s sole discretion.

**15. Other Provisions**

(a) **Notices.** The following new §10.10 is hereby added to the B104: “All notices shall be in writing and shall be delivered personally, by recognized overnight courier service, or by registered or certified mail, return receipt requested at the respective address for notice for each party as set forth on the first page hereof. Notice shall be effective on the date of delivery, or if delivery is refused, on the date of attempted delivery. Either party may change its address for notices by notifying the other party in accordance with this Section.”

(b) **No Waiver.** The following new §10.11 is hereby added to the B104: “No waiver of default hereunder shall be construed as a waiver of any subsequent default.”

(c) **Time for Action.** Modifying B104 §8.1.1: Change “IO” to “10”.

(d) **Counterparts.** The following new §10.12 is hereby added to the B104: “This Agreement, including the Rider attached hereto, may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Signed copies of this Agreement may be faxed and e-mailed with the same force and effect as if the originally executed Agreement had been delivered.”

(e) **Rider.** In §13,2.4 of the B104, delete “N/A” and insert “Rider No. 1 of even date herewith.”

(f) **Federal, State and Local Government Requirements.** The Project is federally funded. CHRO requirements, Davis Bacon Wage requirements and all other applicable requirements of federal, state and local law pertain to the Project.

**THE TERMS AND CONDITIONS OF THIS RIDER NO. 1 ARE HEREBY AGREED TO AND ACCEPTED AS OF THE DATE FIRST WRITTEN ABOVE.**

**OWNER:**  
**City of West Haven**

**ARCHITECT:**  
**O’Riordan Migani Architects LLC**

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

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

THE ARCHITECT'S PROPOSAL



# O'Riordan Migani Architects

Building Community through Architecture. [omarchitects.com](http://omarchitects.com)

July 5, 2022

Douglas Colter, Grants  
Coordinator West Haven City Hall  
355 Main Street  
West Haven, CT 06516

Re: RFQ #2022-10 On-Call Services Award 05-17-22 DRAFT  
Task Order #1 Muni-Center Upgrades, 201 Noble Street, West Haven, CT 06516

Dear Douglas:

Thank you for the opportunity to submit this proposal for architectural services for interior improvements at the Muni-Center on Noble Street. We understand that the facility currently houses both the Senior Center and the West Haven Child Development Center, and that the proposed project will focus solely on interior improvements to the Senior Center. The funding allocated for the hard cost of construction is approximately \$650,000. Record plan drawings have been provided which we understand can be relied upon as an accurate record of the existing conditions. We will field verify visible and accessible existing conditions prior to beginning our design work. Our services will include mechanical and electrical engineering services related to replacing and upgrading the existing elevator. We are assuming that structural engineering will not be required and that no hazardous materials are present.

We propose to provide the following services:

## DESIGN

- Field verify visible and accessible existing conditions.
- Take measurements and photographs to confirm existing conditions.
- Use pdf underlays as base plan for design work.
- Confirm building and fire code requirements, using documentation available for the new Connecticut code that will be adopted in October, 2022.
- Conduct working session(s) with Building Committee to map out use changes and program relocations within the existing Senior Center.
- Identify furniture upgrades within designated program spaces.
- Prepare preliminary cost projection.
- Prepare and submit progress set of drawings for Building Committee review.

## CONSTRUCTION DOCUMENTS

- Prepare detailed architectural and engineering drawings showing finalized scope of work.
- Prepare code information drawing sheets. .

- Prepare technical specification for materials, products, and systems associated with the scope shown on the drawings.
- Customize the City of West Haven's standard bid forms and Division 1 documents and assemble project manual.
- Prepare pre-bid estimate of the probable cost of construction.

#### BIDDING

- Attend pre-bid walk-through on site.
- Respond to bidder questions in the form of Addenda.
- Review submitted bids and advise Building Committee on results.



**CONSTRUCTION ADMINISTRATION**

- Provide normal and customary construction administration services during implementation of the work. Our fee proposal assumes weekly on-site progress meetings and a construction period of up to 24 weeks.

We propose to provide professional services for the fees scheduled below:

Description		Hours	Rate		Subtotals	% of Fee
<b>DESIGN</b>	<b>Staff</b>				16,675	23.2%
Field work	Project Manager	6	175	1,050		
	Senior Designer	6	175	1,050		
Base drawings	Senior Designer	16	175	2,800		
Code analysis	Project Manager	5	175	875		
Prepare schematic design alternates	Project Manager	8	175	1,400		
	Senior Designer	16	175	2,800		
Working session (2x) with Building Committee	Project Manager	8	175	1,400		
	Senior Designer	8	175	1,400		
Engineering plans	IES			2,500		
Preliminary construction cost estimate	Project Manager	8	175	1,400		
<b>CONSTRUCTION DOCS</b>					27,750	38.6%
Construction drawings & project manual (includes FF&E)	Project Manager	24	175	4,200		
	Senior Designer	60	175	10,500		
Engineering details & spec (fee + 10%)	IES			12,000		
Update construction cost estimate	Project Manager	6	175	1,050		
<b>BIDDING</b>					2,600	3.6%
Walk-through, addenda, bid review	Project Manager	12	175	2,100		
Engineer (fee + 10%)	IES			500		
<b>CONSTRUCTION ADMIN</b>					24,800	34.5%
Progress meetings, submittal review, RFI's, contract changes, application for payment review, closeout procedures						
<i>Based on stated hours/week for stated weeks</i>		hours	rate	weeks		
	Project Manager	5	175	24	21,000	



Engineer (fee + 10%)	IES			4	3,800	
<b>TOTAL</b>					<b>71,825</b>	100.0%
CONSTRUCTION BUDGET					650,000	
FEE AS % C.O.C.					11.1%	

The schedule in days listed in the table above shows the time proposed for execution of our work, exclusive of any time required for review of designs and documents by the agency, code officials, and other third parties, for bidding, and for execution of the construction contract. Construction administration beyond 24 weeks will be invoiced as an additional services fee on an hourly basis in the amount of \$175 per hour.



Thank you again for the opportunity to submit this proposal. Please don't hesitate to contact me if you have any questions or need additional information. We are prepared to proceed immediately upon receiving your authorization.

Best Regards,

Joan O'Riordan, AIA |  
NCARB Principal  
Architect





**EXHIBIT B**

**THE ARCHITECT'S PERSONNEL ASSIGNED TO THE PROJECT**  
**[listing to be inserted]**



**EXHIBIT C**

**SCHEDULE OF THE ARCHITECT'S PERFORMANCE**

**[to be inserted]**

## EXHIBIT D INSURANCE



7

Prior to the commencement of the work, and as a condition of site access, the Respondent (referred to hereinafter as the “*Contractor*”) shall deliver to the City of West Haven (referred to hereinafter as the “*Owner*”) a valid and currently dated Certificate of Insurance (COI).

The insurance coverage carried by the Contractor must be placed with and written by an insurance company admitted to do business in the State of Connecticut, and with a rating of A- or better by A.M. Best.

The insurance coverage’s carried by the Contractor (shown below) shall apply regardless of whether the operations, actions, derelictions or failures to act, from which any claim arises, are attributable to the Contractor, a subcontractor, a sub-subcontractor, or any consultant, officer, agent, employee or anyone directly or indirectly employed by any of them, including anyone for whose acts any of the aforementioned may be liable by operation of statute, government regulation or applicable state law. Failure of Contractor to provide a Certificate of Insurance shall in no way limit or relieve Contractor of its duties and responsibilities in this Agreement. All insurance policies shall be provided on an occurrence basis.

At a minimum, the COI shall indicate that the following coverages and limits are in place:

### 1. **Commercial General Liability: Minimum Limits Required:**

- \$2,000,000 General Aggregate
  - \$2,000,000 Producers/Completed Operations Aggregate
  - \$1,000,000 Each Occurrence
  - \$1,000,000 Personal and Advertising Injury
  - \$100,000 Fire Damage – Any One Fire
  - \$5,000 Medical Expense – Any One Person
- 
- The Owner (The City of West Haven and all of its elected or appointed directors, officers, officials, agents, employees and members of all of its boards and commissions) will be included as an **Additional Insured** onto the CGL policy carried by the Contractor. The Additional Insured coverage afforded to the Owner shall apply on a **primary and non-contributory basis** and include **completed operations** coverages.
  - The CGL policy carried by the Contractor shall contain a **Waiver of Subrogation** clause and the Contractor hereby agrees to waive the Contractor’s right of recovery against the Owner (the City of West Haven (and all of its elected or appointed directors, officers, officials, agents, employees and members of all of its boards and commissions)).

### 2. **Business Auto / Commercial Auto Insurance – Minimum Limits required:**

- 1,000,000 Liability
- The Owner (The City of West Haven and all of its elected or appointed directors, officers, officials, agents, employees and members of all of its boards and



commissions) will be included as an **Additional Insured** onto the Commercial Auto/ Business Auto policy carried by the Contractor.

- The Business Auto / Commercial Auto policy carried by the Contractor shall contain a Waiver of Subrogation clause and the Contractor hereby agrees to waive the Contractor's right of recovery against the Owner (the City of West Haven, and all of its elected or appointed directors, officers, officials, agents, employees and members of all of its boards and commissions).

**3. Workers Compensation/Employers Liability Insurance**

- Coverages and limits as required by law Connecticut State law
- Employers Liability Limits:
  - 500,000 each accident
  - 500,000 aggregate for injury by disease
  - 500,000 each employee for injury by disease
- The Workers Compensation/Employers Liability policy carried by the Contractor shall contain a Waiver of Subrogation clause and the Contractor hereby agrees to waive the Contractor's right of recovery against the Owner (the City of West Haven and all of its elected or appointed directors, officers, officials, agents, employees and members of all of its boards and commissions).

**4. Umbrella Liability/Excess Liability: Minimum Limits required:**

- 5,000,000 Each Occurrence
- 5,000,000 General Aggregate
- Policy will provide excess coverage over the Commercial General Liability, Business Auto and Workers Compensation/Employer Liability policies carried by the organization
- The Umbrella / Excess Liability policy carried by the Contractor shall contain a Waiver of Subrogation clause and the Contractor hereby agrees to waive the Contractor's right of recovery against the Owner (the City of West Haven and all of its elected or appointed directors, officers, officials, agents, employees and members of all of its boards and commissions).

**No Limitation on Liability**

With regard to any/all claims made against the Additional Insured by any employee of the Contractor, any subcontractor or anyone directly or indirectly employed by the Contractor or any subcontractor, or anyone for whose acts the Contractor or any subcontractor might be liable, the indemnification obligation shall not be limited by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Workers Compensation acts, disability benefits acts or other employee benefit acts.

**Cancellation, Renewal and Modification**

The Contractor shall maintain in effect all insurance coverages required under this agreement at the Contractors sole expense and with insurance companies acceptable to the Owner. The policies shall contain a provision that the coverage will not be

cancelled or non-renewed until at least 30 days prior written notice has been given to the owner.



Memo to: Julian Freund, OPM, MARB  
From: Doug Colter, Grants Coordinator, City of West Haven  
Date: 8/30/22

RE: MARB approval of ARPA funded Vacuum Truck Purchase

Dear Mr. Freund

The attached vehicle specification and bid is the result of a public bid procedure where the City selected this vendor and vehicle.

The West Haven City Council appropriated up to \$540,000 from ARPA funding to purchase a Vacuum truck that will serve our storm sewer maintenance needs and reduce our reliance upon contractors for this service. We expect the service life of this vehicle to be 20 years.

The truck has been custom specified for our needs. The winning bid is below the appropriation.

**SANITARY EQUIPMENT CO., INC.**



**www.sanitaryequipment.com**

PO BOX 26006, WEST HAVEN, CT 06516 203-933-9599

**QUOTE - DO NOT PAY**

Quote: 01-2704  
Date: 8/2/2022

PO:  
CustId: WEST HAVEN WPC

Cust Email: pdahlgard@westhaven-ct.gov  
Phone: (203) 937-3637  
Salesperson: MdGregory  
User: MdGregory

Bill To:

WEST HAVEN WATER POLLUTION  
2 BEACH STREET  
WEST HAVEN, CT 06516 US

Ship To:

WEST HAVEN WATER POLLUTION  
MIKE O'BRIEN  
2 BEACH STREET  
WEST HAVEN, CT 06516 US

Item	Type	Description	Qty	Tax	Price	Discount	Net Price
PD4212HEN/1300	QU	VAC CON PD4212HEN/1300 VAC - LEGACY AIR PURGE SYSTEM: BACK UP ALARM: BEHIND CAB BOOM SUPPORT: DEBRIS BODY "POWER FLUSH": FLAT STYLE REAR DOOR: FREIGHTLINER 114SD DD13: GIANT 80GPM 2500PSI PUMP: HYDRO EXCAVATION PACKAGE: LOW WATER ALARM: OMNIBUS PRECISION POWER: REAR SPLASH GUARD: REMOTE CONTROL (WIRELESS): REMOTE GREASE ZERKS: WATER & DEBRIS TANKS TIED: WINTER RECIRCULATING:	1.0000		\$502,049.98		
<b>Total PD4212HEN/1300</b>							<b>\$502,049.98</b>
							<b>Total: \$502,049.98</b>

Totals					<b>Sub Total:</b>		<b>\$502,049.98</b>
					<b>Total Tax:</b>		<b>\$0.00</b>
					<b>Invoice Total:</b>		<b>\$502,049.98</b>



Sanitary Equipment Co, Inc.  
PO Box 26006  
West Haven, CT 06516

Date 8/2/2022  
Number 106275  
Type of Quote Single  
PO

### Quote

---

Retail Purchaser West Haven Water & Sewer 2 Beach St,  
West Haven, CT 06516 ShipSanitary Equipment Co Inc. 25 Industry Drive,  
ToWest Haven, CT 06516

Comments Knife valve placement middle tank for first 6" valve and lower right rear for second 6" optional knife valve.  
Price excludes any applicable F.E.T., sales taxes, tag, title, or registration fees.  
**Option content is subject to engineering approval.**

---

#### Model Number - V PD4212HEN/1300 (827 at 18") LHA-P

---

Standard Equipment Includes:

Vacuum System (as specified by Model Number)

Vacuum Drive: Hydrostatic - Required

3/16" Corten Steel Debris Tank - (size as specified by model number)

Full opening rear door

Hydraulic rear door locks, with door grabber with safety latch

5" Butterfly valve with 10' lay flat hose

Debris tank Dumping: minimum 50 deg., hydraulic scissors lift - power up/power down

Polyethylene water tank

Automatic Vacuum Breaker and overflow protection

8" vacuum intake hose

Boom travel tie down

4 Way hydraulic boom with 270 deg. Rotation and joystick controls

Water pump drive: Hydrostatic

Manual hose rewind guide

Hose guide (Tiger Tail)

30" leader hose

20 gpm at 600 psi wash down handgun with 25' of hose and nozzle

Sealed and locking toolbox(es) {as indicated by model number}

20.5' aluminum intake pipe (1-3', 1-5', 1-6', and 1-6.5' nozzle)

ICC lighting

PPG Polyurethane Paint

12-month standard warranty - see certificate for details

-



Note: Includes Hydrostatic Drive Option  
5# Fire Extinguisher  
Set of Triangles

### Main Information

---

Model	PD4212HEN/1300 (827 at 18")
Blower	Hydrostatic Drive
Boom	10' Aluminum Telescoping Boom with Pendant Control Station
Hose Reel	Front Mounted, Articulating to Driver Side (Std Pivot)
Jet Rodder Hose	500' x 1" Jet Rodder Hose
Water System	Select a Water System
Water Pump	0
Auxiliary Engine	0

### Other Items

---

#### Qty Description

- 1 Giant 80GPM 2500PSI Water System
- 1 Water & Debris Tanks Tied Together
- 1 Debris Body "Power Flush" System, 8 jets
- 1 Water & Debris Tanks Tied Together
- 1 6" Knife Valve, Lower Rear Door Mounted with Cam-Lock (Drain hose NOT included)
- 1 A Flat Style Rear Door ilo Dome Style Door Including Hydraulic Opener will be Provided
- 1 Rear splash guard (2 - 10 O'clock) - tank mounted
- 1 Winter Recirculating connection for high pressure circuit.
- 1 Artic Winter Recirculating System Rodder Hose includes plumbing to upper water tanks.
- 1 Air Purge System
- 1 Pre-Tank Water Filter (Y-type)
- 1 1/4 turn ball valve water drain (cannot choose both 2-1/2" gate valve and 1/4 turn ball valve, only choose one)
- 1 Lazy Susan Pipe Rack (Holds 5 Pipes)
- 1 Aluminum Storage Box 16" X 42" X 96"(Upgrade) Behind Cab in lieu of Standard Steel
- 1 LED strobe with Limb Guard, Rear Debris Tank Mounted - Whelen L31HAF LED Beacon with Whelen BGH Branch Guard
- 1 LED 4 Strobes - (2) front bumper / (2) rear bumper - Whelen 50A03ZCR - Amber
- 1 LED Arrow stick - Whelen TAM85 Traffic Advisor
- 1 Handheld Spotlight - LED
- 1 Low Water Alarm with Light
- 1 Remote Control (Wireless): Boom, Vacuum Breaker, Throttle & Debris Body (includes Hi-Dump, if applicable). Does not include remote cable pendant controls for boom or hi dump.
- 1 Back Up Alarm
- 1 50' Capacity Retractable Handgun Hose Reel
- 1 Handgun Assembly (2) Handle with Adjustable Spray
- 1 6' x 8" Aluminum Pipe Extension
- 5 8" Quick Clamp, spare, 680-0015
- 1 Rear Mounted Tow Hooks
- 1 Remote Boom Grease Zerk Assembly (Ground Level - includes water pump drive) - If Applicable
- 1 Remote Debris Tank Grease Assembly (Ground Level)
- 1 1" x 15' Length Leader Hose
- 1 Electronic Vac-Con Manual (Thumb Drive), spare
- 1 Paint: To be advised

- 1 Water Pump Remote Oil Drain
- 1 Paper Vac-Con Manual - No longer standard
- 1 (2) 24x18x18 Aluminum Toolbox (Extended Frame Units w/o Rear Tanks)
- 1 Additional Water Tank Sight Gauge (Drivers Side)
- 1 LED Boom Mounted Flood Lights with Limb Guard - Whelen NP6BB Work light
- 1 LED Rear Mounted Flood Lights with Limb Guard - Whelen NP6BB Work light
- 1 LED Flood Light - Level Wind Guide - Whelen NP6BB Work light
- 1 (2) Front Bumper Toolboxes 8"x14"x6" Aluminum
- 1 711-30906 A 48" Extension for 711-53686 high-pressure hand wand
- 1 711-TBA 72" Extension for 711-53686 high-pressure hand wand
- 1 Traffic Camera with Color Monitor - MUST PICK CAMERA PLACEMENT
- 1 Rear Camera Placement
- 1 Front Hose Reel Camera Placement - To View in Front of Hose Reel Area
- 1 Midbody LED Strokes - Frame Mounted - Whelen 50A03ZCR - Amber
- 1 Long Handle Storage/PVC (2) - MUST SELECT LOCATION BELOW
- 1 Cone Storage Rack - MUST SELECT PLACEMENT BELOW
- 1 Cone Storage Rack Placement - Best Location - Vac-Con to select
- 1 Omnibus Precision Power System (OPP)-Electronic Controller System-Includes: a color monitor, electronic footage counter, and pressure compensated hydraulics. AVAILABLE: DUAL AND SINGLE ENG MACHINES.
- 1 Winter Recirculating System for Rodder Hose -FEPTO and AUX-driven water pumps
- 1 LED Midbody Flood Lights with guards - Whelen NP6BB (Driver side and Curbside)
- Hydro excavation Pkg Inc- 50-foot Handgun Hose Reel w/ .50 hose 72-inch X .50 Sch. 80 QD Lance w single
- 1 Fwd. Spray Nozzle, Storage Tubes for Lances Heavy Duty Unloader Valve Main Control Ball Valve Variable Flow Valve
- 1 Behind Cab Boom Support Chassis frame mounted Boom Cradle Assembly with Bumper mounted boom docking assembly

**Truck Chassis Information**

Pool Truck Chassis Model **California CARB Only Freightliner 114SD 6x4 66000GVWR DD13 505HP 4500RDS** *Pool Trucks are subject to availability.*

---

Offered by: Mike Gregory

Accepted by: \_\_\_\_\_

**SUMMARY OF TERMS**  
**BREWERY CONF. CENTER PROJECT**

**USE:** Brewery Operation and Savin Rock Museum only

**TERM:** \$20 million investment, up to 60 month lease term

**PAYMENTS:** Lease Payments \$1.09 Million in the first 10 years, another \$1.2 million in the next ten years, continues to increase

**DEMOLITION:** Demolition of existing building at cost of tenant

**EASEMENTS:** Development maintains a pedestrian right of way or promenade and water access

**MASS TRANSIT:** Maximize access to site by all methods of public transit

**REVIEW:** Review by Fire, Police, Engineering and building completed

**SAVIN ROCK MUSEUM:** 1777+ square feet allocated for new Savin Rock Museum for public access at cost of tenant, items on display remain property of the City.

**DEFAULTS:** Failure to meet or exceed the terms ultimately results in the City taking back complete control of the parcel.

**NEW BUILDING TAX ASSESSMENT:** Assessed value capped at \$2 million first 20 years and \$2.5 next ten years, \$3 million remainder of the lease.

## BREWERY REVENUE

<u>Year</u>	<u>Lease Pmt.</u>	<u>PILOT</u>	<u>Per. Prop. Tax</u>	<u>Sewer</u>	<u>Total</u>
1 <sup>st</sup>	\$106,000.00	\$ 4,908.00	\$20,000.00*	\$36,000.00	<b>\$166,908.00</b>
2 <sup>nd</sup>	\$106,000.00	\$ 9,816.00	\$20,000.00	\$36,000.00	<b>\$171,816.00</b>
3 <sup>rd</sup>	\$106,000.00	\$19,632.00	\$20,000.00	\$36,000.00	<b>\$181,632.00</b>
4 <sup>th</sup>	\$106,000.00	\$29,448.00	\$20,000.00	\$36,000.00	<b>\$191,448.00</b>
5 <sup>th</sup>	\$106,000.00	\$39,264.00	\$20,000.00	\$36,000.00	<b>\$201,264.00</b>
6 <sup>th</sup>	\$111,300.00	\$49,080.00	\$20,000.00	\$36,000.00	<b>\$216,380.00</b>
7 <sup>th</sup>	\$111,300.00	\$58,896.00	\$20,000.00	\$36,000.00	<b>\$226,196.00</b>
8 <sup>th</sup>	\$111,300.00	\$73,620.00	\$20,000.00	\$36,000.00	<b>\$240,920.00</b>
9 <sup>th</sup>	\$111,300.00	\$83,436.00	\$20,000.00	\$36,000.00	<b>\$250,736.00</b>
10 <sup>th</sup>	\$111,300.00	\$98,160.00	\$20,000.00	\$36,000.00	<b>\$265,460.00</b>
11 <sup>th</sup> -	\$116,865.00	\$98,160.00	\$20,000.00	\$36,000.00	<b>\$271,025.00</b>
15 <sup>th</sup>					
16 <sup>th</sup> -	\$122,708.00	\$98,160.00	\$20,000.00	\$36,000.00	<b>\$276,868.00</b>
20 <sup>th</sup>					
21 <sup>st</sup> -	\$128,843.00	\$122,700.00	\$20,000.00	\$36,000.00	<b>\$283,003.00</b>
25 <sup>th</sup>					
26 <sup>th</sup>	\$135,286.00	\$122,700.00	\$20,000.00	\$36,000.00	<b>\$319,986.00</b>
30 <sup>th</sup>					
31 <sup>st</sup> -	\$142,050.00	\$147,240.00	\$20,000.00	\$36,000.00	<b>\$345,290.00</b>
35 <sup>th</sup>					

**TOTAL PAYMENT IN THE YEAR 2074 \$375,903.00**

\*If the PILOT is agreed to, there will be no abatement request concerning personal property taxes. This is an estimated value at the low end. Actual value will be up to assessor. We anticipate a \$350,000.00 personal property tax value, but the assessor can't be tied to that, it is an estimate. The city range is Jimmie's pays approximately \$10,000.00 in personal property tax, Enthone pays approximately \$100,000.00.

\*\* In years 36-60 rent increases approximately \$8,000.00 a year five years, assessed value for Pilot for the building is capped at \$3 million generating at least \$150,000.00 in tax payments at that value unless the mill rate goes down. This PILOT does not cap the mill rate only assessed value. All values calculated at CURRENT mill rate.

\*\*\* Current Accessed value of Brewery building in Branford, CT is \$1.5 million according to the Assessor's card. Therefore, the assessed value of the Brewery may be less than \$2 million. That will be up to the assessor.

## **BREWERY INTANGIBLES**

**Savin Rock Museum** display in 1777 square feet of space open to the public, included in the lease. City has no location currently to display these materials. The cost to the City of leasing this space in that location would be \$25,000.00 to \$40,000.00. For example, at Baybrook Plaza, 12-28 Ocean Avenue, first floor commercial space of 1600 square feet is available for \$36,000.00 (see LoopNet listing).

**\$32,500.00** in real dollar annual value at least.

2 New bus shelters

**\$5,000.00**, in real dollar value

Demolition of an abandoned building with a leaking and outdated roof, elevation right at the potential floor level, with hazardous material removal and disposal if the city performed it at prevailing wage. Staff estimate based on many past demolitions, but the hazardous material removal is always an unknown until it is not.

**\$350,000.00** at the high end.

Engineered storm water containment, cleaner storm water going into the sound, value unknown.

Public works annual cost of building as is;

**\$20,000.00**

West Haven will be the Corporate Headquarters for the New England Brewing Company which adds value but I can put a dollar amount on it.

There may be other intangibles I neglected, however, annual savings after the first year is over **\$50,000.00**.

Total value of intangibles in the first year

**\$450,000.00**

## **FYI**

1. The Project has passed Wetlands/Openspace, Zoning Board of Appeals and the Planning and Zoning Commission. The Brewery project has been deemed an appropriate use for the Conf. location.
2. Employment in Connecticut in the Brewery Business has grown from 15 in 2010 to over 1,000 today in Connecticut.
3. The Craft Brewing Industry contributed \$82.9 billion to the US Economy in 2019



**ESTIMATED BUILDING PERMIT FEE REVENUE  
BREWERY PROJECT**

Based on calculations from the West Haven  
Building Department the estimated fees generated  
from this project will exceed:

**\$360,000.00**



**VOL 1948 PG 482**

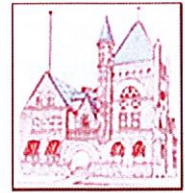
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2 Pages

DECISION

Patricia Horvath, City Clerk  
City of West Haven

# HAVEN, CONNECTICUT and Zoning Commission



CITY HALL 1896 -1967



Planning & Development Department • City Hall • 355 Main Street • 1st Floor  
West Haven, Connecticut 06516 Phone 203.937.3580 • Fax 203.937.3742

Kathleen Hendricks, Chairman  
John Biancur, Vice-Chairman  
Christopher Suggs, Secretary  
Steven R. Mullins, Commissioner  
Gene F. Sullivan, Commissioner

Michael Todd Taylor, Alternate  
Gregory Milano, Alternate  
Joseph Vecellio, Alternate  
Christopher Soto, Director  
Catherine Conniff, Asst. City Planner

## CERTIFICATE OF DECISION

August 30, 2022

Douglas Gray  
c/o Rock Street Brewery, LLC  
340 Turtleback Road  
New Canaan, CT 06840

**6 ROCK STREET:** The Applicant requests a Special Permit, Site Plan Review, Erosion and Sediment Control Plan and a Coastal Site Plan to build a new 46,125 square foot production brewery and taproom with associated event space and site improvements including parking areas, walkways, and patio/deck area. Owner: City of West Haven/ Applicant: Rock Street Brewery LLC. File SP #22-124 and CSP #22-125

<b>APPLICANT:</b>	Rock Street Brewery LLC
<b>OWNER:</b>	City of West Haven
<b>DATE OF MEETING:</b>	August 23, 2022
<b>FILE:</b>	SP #22-124 and CSP #22-125
<b>ACTION:</b>	Approved
<b>EFFECTIVE DATE:</b>	September 10, 2022
<b>CONDITIONS:</b>	1. An updated photometric plan to be given to City staff. 2. A Maximum occupancy of 600 people. 3. The easement be completed and approved by City Council prior to building on the property. 4. A surety bond for site work be obtained after consultation with the City Engineer with regards to the amount.

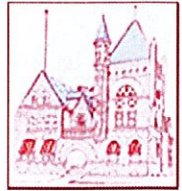
**APPROVED PLANS:** Stormwater Management Report TPA Design Group Dated Aug 8, 2022, Title Sheet EX-01, Property & Topographic Survey Sheet 1 of 1 Dated 04-20-2022 drawn By Godfrey Hoffman Hodge, LLC, Site Layout Plan Sheet 1 Dated 8/5/22, Grading, Drainage and Erosion Control Plan sheet 2 dated 6/30/22, Utility Plan Sheet 3 dated 8/5/22, Landscape Plan Sheet 4 Dated 6/30/22, Site Lighting and Photometric Plan Sheet 4 dated 8/5/2022, Erosion Control Narrative and Details Sheet 5 Dated 6/30/22, Vehicle Turning Exhibits Sheet 7 Dated 8/5/22, Miscellaneous Details Sheets 8-11 Dated 8/5/22 Drawn By TPA Design Group, Production Level Plan sheet A2.01, First Floor Plan A2.02 and Architectural Elevations Sheet A5.00 Dated June 29, 2022 Drawn By Kenneth Boroson Architects. Traffic impact Study dated June-2022



# CITY OF WEST HAVEN, CONNECTICUT

## Planning and Zoning Commission

Planning & Development Department • City Hall • 355 Main Street • 1st Floor  
West Haven, Connecticut 06516 Phone 203.937.3580 • Fax 203.937.3742



CITY HALL 1896 -1967

Kathleen Hendricks, Chairman  
John Biancur, Vice-Chairman  
Christopher Suggs, Secretary  
Steven R. Mullins, Commissioner  
Gene F. Sullivan, Commissioner

Michael Todd Taylor, Alternate  
Gregory Milano, Alternate  
Joseph Vecellio, Alternate  
Christopher Soto, Director  
Catherine Conniff, Asst. City Planner

The above referenced matter was approved on the date stated above and a Notice of Decision was published in the New Haven Register on August 26, 2022

**PLEASE NOTE, Per Section 92.3.7 of the West Haven Zoning Regulations:**

**Applicant Certificate of Decision to be recorded.** An application approval shall be effective upon recording of the Certificate of Decision for the zoning relief granted **in the West Haven Land Records.** **Any approval for which a Certificate of Decision has been issued but not recorded shall automatically be null and void.**

Sincerely,

Christopher Soto  
Director of Planning  
City of West Haven

**END OF DOCUMENT** Pages 2

Patricia Horvath, City Clerk

City of West Haven



# CITY OF WEST HAVEN Zoning Board

Planning & Development Department • City Hall • 333 Main Street • 1st Floor  
West Haven, Connecticut 06516 Phone 203.937.3580 • Fax 203.937.3742



Receipt # 202200006808

**VOL 1948 PG 882**  
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1 Pages  
DECISION  
Patricia Horvath, City Clerk  
City of West Haven

CITY HALL 1896 -1967

John Clifford, Chairman  
Ed Wise, Commissioner  
Brent Coscia, Commissioner  
Carol Porto, Commissioner  
Aleshia Caple, Commissioner

Sammy Rivera, Alternate  
Rich Deleo, Alternate  
Chuck Zentarski, Alternate  
Christopher Soto, Director  
Catherine Conniff, Asst. City Planner

## CERTIFICATE OF DECISION

September 2, 2022

Douglas Gray  
c/o Rock Street Brewery, LLC  
340 Turtleback Rd.  
New Canaan, CT 06840

**6 Rock Street:** An application is seeking several variances. 1. Lot Coverage maximum to permit 70.2% where 55% is allowed. 2. Open space Minimum to permit 38.6% where 45% is allowed. 3. A side yard variance to permit 18.5 feet to a grain silo where 25' is required. 4. Signage to permit 606 square feet of signage where 333 square feet is allowed and to permit for the second sign 303 square feet where 166.5 square feet is allowed. 5. To permit a total sign area of 909 square feet where a total of 499.5 square feet is allowed. Under sections 20.1 and section 69.3 of the City of West Haven Zoning Regulations Owner/ City of West Haven/ Applicant Rock Street Brewery LLC. File # 018-22

**APPLICANT:** Rock Street Brewery, LLC  
**OWNER:** City of West Haven  
**DATE OF MEETING:** August 17, 2022  
**FILE:** #018-22 V  
**ACTION:** Approved  
**EFFECTIVE DATE:** September 3, 2022  
**APPROVED PLAN:** "Rock Street Brewery" prepared by TPA Design Group, Dated June 30, 2022, revised July 15, 2022 (ZBA Application). "New England Brewing Company" prepared by Kenneth Boroson Architects, Dated June 24, 2022.

**CONDITIONS:** NOTE: Sign related variances #4 and #5 (stated above) were withdrawn at the public hearing due to the fact that the signs were made to be compliant with the regulations.

The above referenced matter was approved on the date stated above and a Notice of Decision will be published in the New Haven Register on August 19, 2022.

**PLEASE NOTE Per Section 92.3.7 of the West Haven Zoning Regulations: Applicant Certificate of Decision to be recorded.** An application approval shall be effective upon recording of the Certificate of Decision for the zoning relief granted in the **West Haven Land Records**. Any approval for which a Certificate of Decision has been issued but not recorded shall automatically be null and void.

Sincerely,

Christopher Soto  
Director of Planning

**END OF DOCUMENT** Pages 1

Patricia Horvath, City Clerk  
City of West Haven

**MEMORANDUM**  
**Municipal Accountability Review Board**

**To:** Members of the Municipal Accountability Review Board  
**From:** Julian Freund, OPM  
**Subject:** MARB Policies and Procedures  
**Date:** August 19, 2022

**Background:**

C.G.S. Section 7-576d(b)(14) requires the MARB to establish policies and procedures for carrying out its responsibilities. The Board adopted a set of policies and procedures in January 2018 that covered Tier II and Tier III designated municipalities. The policies and procedures adopted at that time did not address Tier IV designated municipalities.

A draft set of policies and procedures for Tier IV designated municipalities has been drafted for MARB review and discussion. In addition to drafting policies and procedures for Tier IV municipalities, the existing policies and procedures have been revised to include:

- Technical revisions, and
- Proposed amendments regarding review of Tier III municipalities' non-labor contracts

The draft policies and procedures were presented to the MARB at the July 14, 2022 meeting. The draft has been revised based on feedback provided at that meeting. The attached revised draft policies and procedures reflect the suggestions made by the MARB members as well as several minor corrections and revisions.

**Summary of Significant Revisions to Proposed Policies and Procedures:**

***Section III.D.***

- MARB Comment/Recommendation: Revise to allow MARB to review contracts not covered by policy upon request, regardless of funding source.
- Revision(s): Item 4.a. added specifying that contracts not covered by the policy must be provided to the MARB when requested by the MARB.

***Section IV.A.***

- MARB Comment/Recommendation: Add requirement that 5-Year Plan be submitted at same time as annual budget is submitted.
- Revision(s): Item 3 added requiring that annual budget submittal be accompanied by the 5-Year Plan.
- Note: A recommendation to include a fixed date for budget submittal was suggested. The budget timeline at the local level is dictated by municipal charters and varies among

municipalities. As a point of reference, the West Haven charter requires the Mayor's budget be submitted by the third Thursday in March.

**Section IV.E.**

- Revision(s): This section of the draft previously distributed had not yet been reviewed by legal counsel. The revised draft reflects the corrections and revisions suggested by legal.

**Section IV.H.**

- MARB Comment/Recommendation: Remove the exclusions regarding MARB review and approval of Non-Labor contracts.
- Revision(s): The exclusions for certain types of contracts, and for contracts funded by grants and other alternative sources, were removed. The revised policy requires MARB review and approval of all contracts and agreements that exceed the relevant dollar threshold.

**Multiple Sections**

- MARB Comment/Recommendation: Consider enforcement mechanisms to address instances of non-compliance by a municipality.
- Revision(s):
  - Section IV.A. item 3 specifies that the municipality's budget shall not be considered to have been submitted if not accompanied by the 5-Year Plan.
  - Section IV.B. item 5 specifies that no bond ordinance or bond resolution shall be deemed to have been approved until approved by the MARB.
  - Section IV.D. item 4 specifies that labor contracts shall not take effect until approved by the MARB.
  - Section IV.H. item 5 specifies that non-labor contracts subject to approval shall not be considered executed until approved by the MARB.

**Appendix A**

- Section IV.A. of the draft policies and procedures makes reference to an Appendix A which provides guidelines regarding the content of the required 5-Year Plan.
- Appendix A is added to the draft policies and procedures and outlines the required content of the 5-Year Plan and provides a template for its format.

**State of Connecticut**  
**Municipal Accountability and Review Board**

***Policies and Procedures***

*as Authorized by Section 367(b)(14) of  
Public Act 17-2, June Special Session*

**Revised Draft 8/19/22**

Adopted: January 11, 2018

Amended: \_\_\_\_\_, 2022

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### **Overview**

According Pursuant to Sections 349 to 376<sup>1</sup> of Public Act 17-2, June Special Session (hereinafter “the Act”), municipalities experiencing degrees of fiscal distress and in need of technical or other state assistance can seek designation or be, in some instances, designated into one of four tiers. Designated Tier I municipalities shall be referred to the current State Municipal Finance Advisory Commission (MFAC), while designated Tier II, III and IV municipalities shall be referred to the Municipal Accountability Review Board (MARB) established in the Act. Progressively higher levels of distress and State oversight are associated with each higher numbered tier.

Section 367(b)(14) of Act indicates that the MARB shall establish such written procedures as it- deems necessary to carry out its responsibilities and meet the purposes of the Act. These procedures are contained in this document.

<sup>1</sup>The Act was codified in Chapter 117, C.G.S. §§ 7-560 through 7-579a



## ***I. Policies and Procedures Related to All Designated Municipalities***

### **A. Public Information and Comment**

1. The MARB, as a state board, is subject to the requirements of the State's Freedom of Information ~~Act laws~~
2. ~~The MARB shall be in the~~ The Office of Policy and Management ("OPM") for administrative purposes only<sup>2</sup>, and OPM shall post information related to the MARB on its website, which information shall include, but not be limited to, the membership of the MARB, agendas and minutes of the MARB and any of its committees or subcommittees, its bylaws and policies and procedures, a list of designated municipalities referred to the MARB, and contact information for the Board, including a contact person, telephone number, e-mail address and postal address.
3. The MARB may provide for a public comment period on its board meeting agendas. When a public comment item is on the agenda, there shall be sign-up sheet provided at least 15 minutes prior to the meeting. The speakers will be called in the order that they signed up, but the MARB may reserve the first 10 minutes of the public comment period to state and local elected officials. Each speaker may be limited to no more than three minutes. In the interest in enabling members of the public to attend board meetings for their full duration, the Chairperson may limit the public comment agenda item to 30 minutes.

### **B. Revisions and Modifications to these Policies and Procedures**

#### **Public Act 17-2-Description of Relevant Provisions of C.G.S.**

**Section ~~367(b)(14)7-576d(b)(14)~~:** The MARB shall establish such written procedures as the board- deems necessary to carry out its responsibilities and meet the purposes of the Act.

#### **Policies and Procedures**

1. The MARB, by a majority vote, may modify these policies and procedures from time to time as it deems appropriate.
2. The MARB may, by majority vote, adapt particular provisions of these policies and procedures with respect to individual designated municipalities if the MARB determines that such adaptations will facilitate its work with such designated municipalities. Each designated municipalities shall review these procedures and identify any procedure(s) contained herein in regard to which it has concerns and suggest, for the MARB's consideration, proposed adaptations to such procedures.
3. The Chairperson and Cochairperson of the MARB may modify specific timelines for submittals or actions contained in these procedures, on a case by case basis, in the event of an unanticipated emergency or fiscal exigency, provided that such modifications are consistent with applicable laws or regulations and with the purposes of the Act. The members of the MARB and the municipality shall be notified of any such modification.

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<sup>2</sup> C.G.S. §7-576d

4. Notifications and required submittals to the MARB shall be to the contact person identified on OPM's web-site unless indicated otherwise by the MARB.

## **II. Policies and Procedures Related to Designated Tier II Municipalities**

### **A. Submittal, Review and Approval of ~~Three~~Five-Year Financial Plan**

#### **Public Act 17-2: Description of Relevant Provisions of C.G.S.**

**Section ~~363(b)~~7-576b(b):** Municipalities shall submit a ~~three~~five-year financial plan for the MARB's review and approval in a manner prescribed by the MARB. (Note: This section applies to designated Tier II, III and IV municipalities)

#### **Policies and Procedures**

1. Not later than forty-five days after its designation as a Tier II municipality and, thereafter, not later than April 1 of each year, the local chief elected official or chief executive officer shall submit to the MARB, in a format to be determined by the MARB, a ~~three~~ five-year financial plan<sup>3</sup>, the first year of which shall be for the fiscal year commencing on the upcoming July 1 date. The plan shall also include the budget and projected revenues and expenditures for the current fiscal year.
2. Each ~~three~~five-year financial plan shall provide for the:
  - (a) elimination of any fund balance deficits in the general fund;
  - (b) elimination of deficits in all funds, including any capital, internal service, special revenue and enterprise funds;
  - (c) balancing of the operating funds for each year of the plan;
  - (d) estimation of the amount of bonds or notes to be issued by the municipality and the debt service requirements;
  - (e) projected impacts on long-term liabilities, including those associated with employee pensions, other post-employment benefits and debt; and
  - (f) assumptions on which revenue and expenditure projections in the plan are based are based.
3. Expenditure and revenue projections in the plan shall be in a format determined by the MARB, in consultation with the municipality. Expenditures shall be presented at no higher than the department level, with major expenditures for items such as pensions, debt service, active and retiree health insurance and other areas to be broken out separately. Revenues shall be provided by line-item, with appropriate consolidations for smaller and like line-items.
4. The MARB and the chief elected official or chief executive officer and municipal staff shall meet to review the recommended financial plan. The chief elected official or chief executive officer and

<sup>3</sup> P.A. 22-35

municipal staff shall provide such information as the MARB and its staff may reasonably require to analyze the assumptions and projections utilized.

5. Not later than 45 days following the receipt of the municipality's recommended ~~three~~five-year financial plan, the MARB, by resolution shall approve or disapprove the plan. If the plan is disapproved, the MARB shall indicate the reasons for such disapproval.

## **II. Policies and Procedures Related to Designated Tier II Municipalities-continued**

### **B. Monitoring Municipality's ~~Three~~Five-Year Plan and Financial Condition and Needs**

#### **Description of Relevant Provisions of ~~Public Act 17-2~~C.G.S.:**

**Section 7-576b(b):** In addition to the five-year plan, the municipality shall submit monthly financial reports, in a manner prescribed by the MARB.

**Sections 7-576a(b) and 7-576b(b):** The MARB may require the chief executive officer of the municipality to: (A) provide information and appear before the MARB to discuss the financial condition of the municipality and the implementation of remedial measures to improve its financial condition and (B) submit a written report to the Board on implementation of the recommendations of the commission and other remedial measures.

**Section 7-576d(c):** With respect to any municipality referred to the MARB, such municipality and each of its administrative units, including its board of education, shall supply the board with such financial reports, data, audits, statements and any other records or documentation as the board may require to exercise its powers and to perform its duties and functions. Such reports may include, but shall not be limited to, (1) proposed budgets, (2) monthly reports of the financial condition of the municipality, (3) the status of the municipality's current annual budget and progress under its financial plan for the then current fiscal year, (4) estimates of the operating results for all funds or accounts to the end of the then current fiscal year, (5) pension plan and debt projections, (6) statements and projections of general fund cash flow reserves, (7) the number of municipal employees on the municipal payroll, and (8) debt service requirements on all bonds and notes of the municipality for the following month.

#### **Policies and Procedures**

1. Not later than 30 ~~days~~ following the end of each month, the municipality shall submit to the MARB a monthly financial report in regard to the current annual budget, which report shall contain budgeted, year-to-date and projected year-end revenues and expenditures, in a format determined by the MARB in consultation with the municipality. Expenditures shall be presented at no higher than the department level, with major expenditures for items such as pensions, debt service, active and retiree health insurance and other areas to be broken out separately. Revenues shall be provided by line-items, with appropriate consolidations for smaller and like line-items. A sample format for monthly reports is located on ~~OPM's~~ website. The municipality shall appear before the MARB, as requested by the MARB, to review these reports and other matters affecting the municipality's fiscal condition.
2. At such times as determined by the MARB, but not less than once during each fiscal year, the municipality shall provide the MARB with updated projections of revenues and expenditures of the second and third years of the

~~three~~five-year financial plan and a report on the status of major elements of such plan and appear before the MARB to review these matters.

3. Not less than annually, the municipality shall provide information as requested by the MARB in regard to its long-term liabilities, including, but not limited to, those related to debt, pensions, and other post-employment benefit benefits and shall appear before the MARB, as requested, to review this information.
4. The MARB or one of its committees shall annually review with the municipality's chief executive officer and chief financial officer the annual independent audit of such municipality and any findings contained therein.
5. The MARB may, by resolution or motion, make recommendations to improve the financial condition of a municipality and request a written report from the municipality's chief executive officer, by the date indicated in the resolution or motion, regarding the status of the MARB's recommendations and the remedial actions taken by the municipality to improve its financial condition. The municipal chief executive officer shall appear before the MARB to review the report.

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## **II. Policies and Procedures Related to Designated Tier II Municipalities-continued**

### **C. Annual Budget Assumptions Regarding State Revenues and Property Tax Revenues**

#### **Description of Relevant Provisions of ~~Public Act 17-2C~~ C.G.S.:**

**Section ~~363(b)~~7-576b(b):** In preparing and adopting its annual budget, municipalities shall only include assumptions regarding state revenues and property tax revenues as are approved by the MARB.

#### **Policies and Procedures**

1. At the same time that the local chief elected official or chief executive officer submits his or her recommended budget to the local legislative body, one hard copy and an electronic version of such recommended budget shall be submitted to the MARB.
2. The MARB shall review the assumptions contained in the recommended budget regarding state revenues and property tax revenues with the local chief elected official or chief executive officer and municipal staff. Not later than 30 days after receiving the recommended budget, the MARB shall adopt a resolution identifying any issues and concerns it has in this regard these assumptions. The resolution shall be transmitted to the local chief elected official or chief executive officer and the local legislative body within two days of its adoption.
3. The MARB or its assigned representatives shall consult with the local legislative body during its budget deliberations in regard to these assumptions and the MARB's issues and concerns in this regard.
4. Not later than 10 days prior to its action on the annual budget, the local legislative body shall submit, for the MARB's approval or disapproval, the assumptions regarding state revenues and property tax revenues to be contained in the final budget. The MARB shall provide such approval or disapproval not later than three days prior to the local legislative body's scheduled date for adopting the annual budget.
5. If a municipality receives Municipal Restructuring Funds under Section 370 of ~~this the~~ Act<sup>4</sup>, the policies and procedures of Section III.A. will apply to the review, comment and approval or disapproval of its annual budget.

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<sup>4</sup>C.G.S. § 7-576i

### **III. Policies and Procedures Related to Designated Tier III Municipalities**

#### **A. Receipt, Review and Comment on Municipality's Annual Budget**

##### **Description of Relevant Provisions of ~~Public Act 17-2C.G.S.~~:**

**Section 367(b)(1):** The MARB shall review and comment on a municipality's annual budget prior to its adoption by its legislative body.

##### **Policies and Procedures**

1. At the same time that the local chief elected official or chief executive officer submits his or her recommended budget to the local legislative body, one hard copy and an electronic version of such recommended budget shall be submitted to the MARB. The submitted recommended annual budget shall include the municipality's general fund and capital fund budget and any enterprise or special revenue fund budgets developed by the municipality or required by local charter or ordinance.
2. The MARB and the chief elected official or chief executive officer shall meet to review the recommended budget. The chief elected official or chief executive officer and municipal staff shall provide such information as the MARB and its staff may reasonably require to analyze the assumptions and projections utilized, including in regard to estimates associated with State aid and property tax revenues and mill rate.
3. Not later than 30 days after the receipt of such annual budget and prior to the local budget adoption date, the MARB shall adopt a resolution identifying potential issues or concerns the MARB may have regarding:
  - a. The reasonableness of the assumptions utilized with respect to expenditures and revenues, including assumptions included in the recommended budget related to state revenues and property tax revenues and a mill rate;
  - b. the overall balance and imbalance of expenditures and revenues;
  - c. the achievability of efficiency measures included in the recommended budget;
  - d. its impact on the municipality's long-term liabilities and the municipality's most current ~~three~~five-year financial plan; and
  - e. any other issues or matters that would impact, in the MARB's opinion, the municipality's financial sustainability and vitality.

Such resolution shall be transmitted to the local chief elected official and legislative body within two days of its passage.

4. The local legislative body shall transmit the approved annual budget to the MARB within three days following its adoption. The Board, at its option, may adopt a resolution indicating any concerns or issues it may have with the adopted annual budget. If a municipality receives Municipal Restructuring Funds under Section 370 of this Act, the MARB shall approve or disapprove its annual budget within 15 days of the MARB's receipt of such budget.

**III. Policies and Procedures Related to Designated Tier III Municipalities-continued**

**B. Annual Budget Assumptions Regarding State Revenues and Property Tax Revenues and Mill Rate**

**Description of Relevant Provisions of ~~Public Act 17-2C~~.G.S.:**

**Section 367(b)(2):** In preparing and adopting its annual budget, municipalities shall only include assumptions regarding state revenues and property tax revenues and a mill rate as are approved by the MARB.

**Policies and Procedures**

1. The MARB or its assigned representatives shall consult with the local legislative body and municipal officials regarding any issues or concerns that the MARB may have with any recommended or proposed budgetary assumptions regarding state revenues and property tax revenue and mill rate, including those contained in the resolution adopted pursuant to ~~part Part AB.3.~~, above.
2. Not later than 10 days prior to its action on the annual budget, the local legislative body shall submit, for the MARB's approval or disapproval, the assumptions regarding state revenues and property tax revenues and a mill rate to be contained in the final budget. The MARB shall provide such approval or disapproval not later than three days prior to the local legislative body's scheduled date for adopting the annual budget.

### **III. Policies and Procedures Related to Designated Tier III Municipalities-continued**

#### **C. Review, Comment and Action Regarding Proposed Debt Obligations**

##### **Description of Relevant Provisions of ~~Public Act 17-2~~C.G.S.:**

**Section ~~367(b)(3)~~ 7-576d(b)(3):** The MARB shall be required to approve any debt service obligations issued in accordance with ~~Section 364 of the Act~~C.G.S. § 7-575 that are supported by a State special capital reserve fund (SCRF) and the issuance of refunding bonds by a majority vote, provided that five or more of the MARB members vote to approve such issuance (e.g. if seven MARB members are present, at least five must vote to approve). The MARB shall only approve such obligations which in its judgment improve the financial condition of the municipality. Notwithstanding any other provision of state statute, the MARB may approve and authorize the municipality's issuance of bonds with a term of no more than 40 years from the date of issuance.

**Section ~~367(b)(4)~~ 7-576d(b)(4):** The MARB shall review and comment on proposed debt obligations of the municipality not covered by ~~Section 367(b)(3) of the Act~~C.G.S. § 7-575 prior to their issuance.

##### **Policies and Procedures**

1. The municipality shall, not later than 60 days prior to the issuance of proposed debt obligations, notify the MARB of its intent to issue bonds and include the following with such notice:
  - (a) the amount of the bonds to be issued and for what purpose and, if refunding bonds, a listing of the bonds to be refunded;
  - (b) the projected debt service payments and the assumptions related to such projections;
  - (c) an indication if the municipality is seeking to have some or all of the bonds supported by the SCRF;
  - (d) with respect to refunding bonds, a comparison of the anticipated effects of the proposed refunding with the current debt service payment schedule and alternative schedules and terms;
  - (e) for bonds proposed to be supported by the SCRF, the projected SCRF impact on the cost of issuance;
  - (f) documentation of the municipality's authorization of the issuance of such bonds, including, but not limited to, a certified copy of the resolution or ordinance of the municipality authorizing the issuance of such bonds and the opinion of nationally recognized bond counsel as to the due authorization of the issuance of such bonds; and
  - (g) any other information and documentation required or requested by the MARB within 10 days of its receipt of the notice.
2. Following the receipt of the notice, the MARB or its designated representatives, including any financial advisors and bond counsels engaged by the MARB or the State, shall meet with the chief elected official or chief executive officer and its treasurer or finance director to review the proposed debt issuance. The municipality shall make municipality's financial advisor and bond counsel available to the MARB or its representatives as part of this review.
3. With respect to refunding bonds or SCRF supported bonds, within 30 days of the receipt of all of the information required in regard to item 1 above, the MARB shall adopt a resolution either approving or disapproving such issuance, in accordance with the Act. Any vote to approve must receive at least five votes. If disapproved, the MARB shall provide the reasons for such disapproval.



4. With respect to any non-refunding or non-SCRF supported bonds, within 30 days of the receipt of the information required in item 1., above, the MARB may, based on its review of the proposed issuance, adopt a resolution providing its comments and any recommendations in regard to the issuance.
5. Any such resolution related to either item ~~3~~ or 4., above, shall be transmitted to the local chief elected official and to the local legislative body within two days of its adoption.

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### III. Policies and Procedures Related to Designated Tier III Municipalities-continued

#### D. Review and Comment Regarding Municipal and Board of Education Contracts

##### Description of Relevant Provisions of **Public Act 17-2C.G.S.**:

**Section ~~367(b)(5)~~7-576d(b)(5)**: The MARB may require that the municipality or its board of education notify the board of any or all municipal or board of education contracts that exceed: (A) \$50,000 for municipalities with a resident population under 70,000, or (B) \$100,000 for municipalities with a resident population of 70,000 or more, not less than 30 days prior to execution of such contract, for board review and comment regarding such proposed contract. The MARB shall consult with any designated municipality and its board of education, to implement this provision.

##### Policies and Procedures

- ~~1.~~ The municipality and its board of education shall each provide a listing of the contracts over \$50,000 (for municipalities under 70,000 in population) or over \$100,000 (for municipalities over 70,000 in population) not less than 30 days prior to their proposed execution, which listing shall indicate the parties to the contract, the amount of the contract, the proposed dates of the contract and a brief summary the purpose of the contract, which list shall be submitted to the MARB and be contained with the agenda material for the MARB's review, questions and any comments. For any municipal or board of education contract over \$250,000, the MARB shall be provided with a copy of such contract not less than 30 days prior to its proposed execution date for the MARB's review and possible comment.
- ~~2.~~
  1. Prior to the execution of a contract over \$50,000 (for municipalities under 70,000 population) or over \$100,000 (for municipalities over 70,000 in population), the municipality or its board of education shall submit to the MARB, for its review, a summary of the contract which shall indicate the parties to the contract, the amount of the contract, the proposed term of the contract, a brief summary of the purpose of the contract, the date and method of solicitation (eg. Request for Proposal, invitation to bid, quotes, sole source), number of responses to the solicitation, and brief description of evaluation criteria. If a non-competitive selection process is used, the summary information shall also include a brief explanation of the rationales and basis for a non-competitive process, and the applicable rules of ethics and conflict of interest rules applied.
  2. This policy shall apply to contracts for the purchase of supplies, equipment, materials, services or real estate and to contracts for the sale or lease of municipal assets. The policy shall not apply to grant agreements, intergovernmental agreements, purchases made through collective purchasing agreements, employment agreements, agreements for tax incentives or abatements, or other economic development agreements.
  3. This policy shall apply to contracts funded substantially from the municipality's or board of education's operating budget. This policy shall not apply to contracts funded by grants received from third parties, capital project funds or other non-operating funds.
  - 4.a. The municipality or its board of education shall provide copies of contracts that are excluded by this policy when requested by the MARB.

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### **III. Policies and Procedures Related to Designated Tier III Municipalities-continued**

#### **E. Review and Action Regarding Employee Collective Bargaining Agreements**

##### **Description of Relevant Provisions of ~~Public Act 17-2C.G.S.~~:**

**Section ~~367(b)(6)~~7-576d(b)(6):** The MARB, with respect to any proposed employee collective bargaining agreement or amendments negotiated pursuant to sections 7-467 to 7-477 or section 10-153d of the General Statutes, shall have the same opportunity and authority to approve or reject, on not more than two occasions, collective bargaining agreements or amendments as is provided to the legislative body of such municipality.

##### **Policies and Procedures**

1. Twice annually, in December and June, the municipality and its Board of Education shall provide the MARB with a list of their employee collective bargaining agreements, providing the following for each agreement: (a) the name of the parties to the agreement; (b) the start and termination date of the agreement and (c) whether such agreement is in negotiations, mediation or arbitration. The municipality and its Board of Education shall provide any additional information requested by the MARB in regard to these agreements.
2. With respect to municipal collective bargaining agreements or amendments agreed to by the parties pursuant to sections 7-467 to 7-477 of the general General statutes Statutes, the municipality's bargaining representative shall submit such agreement or amendment and the same request for funds and approvals required to be submitted to the local legislative body under Section 7-474(b) of the general statutes to the MARB within 14 days of the date that such agreement or amendment was agreed to by the parties. This requirement shall also apply to collective bargaining agreements negotiated by boards of education pursuant to Sections 7-467 to 7-477 of the General Statutes. If this request is rejected by either the MARB or the local legislative body, the matter shall be returned to the parties for further bargaining. Such request shall be considered approved unless either or both the legislative body or the MARB reject such request within thirty days of the end of the fourteen-day period for submission to the MARB and legislative body. The MARB shall offer the parties the opportunity to make a presentation to it prior to any action regarding the submitted request. The MARB may approve or reject such requests on no more than two occasions and shall indicate the reasons for any vote to reject.
3. With respect to board of education collective bargaining agreements reached pursuant to Section 10-153d of the general statutes, the municipality's board of education shall file a signed copy of any proposed collective bargaining contract with the municipality's town clerk, with the Commissioner of Education and the MARB. Upon receipt of a signed copy of such contract the clerk of municipality shall give public notice of such filing. The terms of such contract shall be binding on the legislative body, unless either such body or the MARB rejects such contract at a regular or special meeting called and convened for such purpose within thirty days of the filing of the contract. The MARB shall offer the parties the opportunity to make a presentation to it prior to any action regarding the proposed contract. If the legislative body or the MARB rejects the contract, the parties shall commence the arbitration process, in accordance with the provisions of subsection (c) of section 10-153f, on the fifth day next following the rejection. The MARB may approve or reject such contracts on no more than two occasions and shall indicate the reasons for any vote to reject.

### **III. Policies and Procedures Related to Designated Tier III Municipalities-continued**

#### **F. Review and Action Regarding Collective Bargaining Binding Arbitration Awards**

##### **Description of Relevant Provisions of ~~Public Act 17-2~~C.G.S.:**

**Section ~~367576d~~(b)(7)(A):** The MARB shall be provided with the same opportunity and authority to reject, on not more than two occasions, a municipal employee collective bargaining arbitration award as is provided to the legislative body of the municipality in subdivision (12) of subsection (d) of section 7-473c of the general statutes and to provide a written statement to the State Board of Mediation and Arbitration in accordance with that section.

**Section ~~3677-576d~~(b)(7)(B):** The MARB shall be provided with the same opportunity and authority to reject, on not more than two occasions, a board of education employee collective bargaining arbitration award as is provided to the legislative body of the local school district or municipality in subdivision (7) of subsection (c) of section 10-153f of the general statutes and to provide a written statement to the Commissioner of Education and to the exclusive representative of the administrators unit as is required in said section. This provision shall not be construed to apply to an arbitration award to which a teacher's unit is a party.

##### **Policies and Procedures**

1. The municipality shall notify the MARB of any arbitration award issued in accordance with the provisions of Section 7-473c of the general statutes and provide a copy to the MARB of such award within two days of its receipt of such award. Within 25 days of the municipality's receipt of an arbitration award, either the MARB, by a majority vote, or the legislative body of the municipality, by a two-thirds majority vote of the members of such legislative body present, may reject the award of the arbitrators or single arbitrator at a regular or special meeting called and convened for such purpose. Within ten days after such rejection, the MARB or its authorized representative shall be required to state, in writing, as would the local legislative body if it rejects the award, the reasons for such vote and shall submit such written statement to the State Board of Mediation and Arbitration and the municipal employee organization. Within ten days after receipt of any such notice, the municipal employee organization shall prepare a written response to such rejection and shall submit it to the MARB, the legislative body and the State Board of Mediation and Arbitration. The MARB may approve or reject such awards on no more than two occasions and shall indicate the reasons for any vote to reject.
2. The municipality's Board of Education- shall notify the MARB of any arbitration award issued in accordance with the provisions of Section 10-153f of the general statutes and provide a copy of such award within two days of its receipt of such award. Within 25 days of the Board of Education's receipt of an arbitration award related to an administrator's unit issued pursuant to this section, either the MARB, by a majority vote, or the legislative body of the municipality, by a two-thirds majority vote of the members of such legislative body present, may reject the award of the arbitrators or single arbitrator at a regular or special meeting called and convened for such purpose. Within ten days after a rejection of an administrator's unit award, the MARB or its authorized representative shall be required to state, in writing, as would the local legislative body if it rejects, the reasons for such vote and shall submit such written statement to the State Commissioner of Education and the exclusive representative for the administrator's unit. Within ten days after receipt of such notice, the exclusive representative for the administrator's unit shall prepare a written response to such rejection and shall submit it to the MARB, the legislative body and the Commissioner of Education. The MARB may approve or reject such awards on no more than two occasions and shall indicate the reasons for any vote to reject. With respect it to arbitration awards for teacher's units, the MARB may pass a resolution with any recommendations, issues or concerns it has with respect to any award and shall transmit such resolution to the legislative body, the Board of Education and the exclusive representative for the teacher's unit.

### **III. Policies and Procedures Related to Designated Tier III Municipalities-continued**

#### **G. Submittal, Review and Approval of ~~Three~~Five-Year Financial Plan**

**~~Public Act 17-2-~~ Description of Relevant Provisions of C.G.S.**

**Section ~~363(b)7-576b(b)~~:** Municipalities shall submit a ~~three~~five-year financial plan<sup>5</sup> for the MARB's review and approval. (Note: This provision applies to designated Tier II, III and IV municipalities)

#### **Policies and Procedures**

1. Not later than forty-five days after its designation as a Tier III municipality and, thereafter, with the submittal of the recommended annual budget in accordance with Section III.A.1. of these Policies and Procedures, the local chief elected official or chief executive officer shall submit to the MARB, in a format to be determined by the MARB, a ~~three~~five-year financial plan, the first year of which shall be for the fiscal year commencing on the upcoming July 1 date. The plan shall also include the budget and projected revenues and expenditures for the current fiscal year.
2. Each ~~three~~five-year financial plan shall provide for the:
  - (a) elimination of any fund balance deficits- in the general fund;
  - (b) elimination of deficits in all funds, including any capital, internal service, special revenue- and enterprise funds;
  - (c) balancing of the operating funds for each year of the plan;
  - (d) estimation of the amount- of bonds or notes to be issued by the city and debt service requirements;
  - (e) projected impacts on long-term liabilities, including those associated with employee pensions, other post-employment benefits and debt; and
  - (f) assumptions on which revenue- and expenditure projections in the plan are based are based.
3. Expenditure and revenue projections in the plan shall be in a format determined by the MARB in consultation with the municipality. Expenditures shall be presented at no higher than the department level, with major expenditures for items such as pensions, debt service, active and retiree health insurance and other areas to be broken out separately. Revenues shall be provided by line-item, with appropriate consolidations for smaller and like line-items.
4. The MARB and the chief elected official or chief executive officer shall meet to review the recommended financial plan and the chief elected official or chief executive officer and municipal staff shall provide such information as the MARB and its staff may reasonably require to analyze the assumptions and projections utilized.
5. ~~Not later than 45 days following the receipt of the municipality's recommended three-year financial plan, the MARB, by resolution shall approve or disapprove the plan.-~~ If the plan is disapproved or, if the MARB has not approved the plan prior to July 1 of the first year of the plan, the MARB shall indicate the reasons for such disapproval or non-approval.

<sup>5</sup> PA 22-35

### III. Policies and Procedures Related to Designated Tier III Municipalities-continued

#### H. Monitoring the Annual Budget and ~~Three~~Five-Year Plan & Financial Condition & Needs

##### Description of Relevant Provisions of ~~Public Act 17-2~~C.G.S.:

~~Section 367(b)(8)~~7-576d(b)(8): The MARB shall monitor the municipality's compliance with the ~~three~~five-year financial plan<sup>6</sup> and annual budget and recommend that the municipality make such changes as are necessary to ensure budgetary balance in such plan and budget. In this regard, the municipality shall submit monthly financial reports ~~in this regard~~, in a manner prescribed by the MARB. ~~(Section 363(b))~~ (Section 7-576b(b))

~~Section 367(b)(10)~~7-576d(b)(10): the MARB may obtain information on the financial condition and financial needs of any such municipality and its board of education.

~~Section 367(e)~~7-576d(c): The municipality and each of its administrative units, including its board of education, shall supply the board with such financial reports, data, audits, statements and any other records or documentation as the board may require to exercise its powers and to perform its duties and functions. Such reports may include, but shall not be limited to, (1) proposed budgets, (2) monthly reports of the financial condition of the municipality, (3) the status of the municipality's current annual budget and progress under its financial plan for the then current fiscal year, (4) estimates of the operating results for all funds or accounts to the end of the then current fiscal year, (5) pension plan and debt projections, (6) statements and projections of general fund cash flow reserves, (7) the number of municipal employees on the municipal payroll, and (8) debt service requirements of bonds and notes for the following month.

##### Policies and Procedures

1. Not later than 30 days after the end of each month, the municipality shall submit to the MARB a monthly financial report in regard to the annual budget, which report shall contain budgeted, year-to-date and projected year-end revenues and expenditures, in a format determined by the MARB, in consultation with the municipality. Expenditures shall presented at no higher than the department level, with major expenditures for items such as pensions, debt service, active and retiree health insurance and other areas to be broken out separately. Revenues shall be provided by line-items, with appropriate consolidations for smaller and like line-items. A sample format for monthly reports is located on OPM's web-site. The municipality shall appear before the MARB, as requested by the MARB, to review these reports and other matters affecting the municipality's fiscal condition.
2. At such times as determined by the MARB, but not less than once during each fiscal year, the municipality shall provide the MARB with updated projections of revenues and expenditures of the second and third years of the ~~three~~five-year financial plan and a report on the status of major elements of such plan and appear before the MARB to review these matters.
3. Not less than annually, the municipality shall provide information as requested by the MARB in regard to its long-liabilities, including, but not limited to, those related to debt, pensions, and other post-employment benefit benefits and shall appear before the MARB, as requested, to review this information.
4. The MARB or one of its committees shall annually review with the municipality's chief executive officer and chief financial officer the annual independent audit of such municipality and any findings contained therein.

<sup>6</sup> PA 22-35

5. The MARB may, by resolution, recommend that the municipality make such changes as the MARB determines are necessary to ensure budgetary balance in the municipality's annual budget and financial plan or to improve the short and long-term financial condition of a municipality and require that the municipality's chief executive officer, by the date indicated, submit a written report regarding the status of the MARB's recommendations and the remedial actions taken by the municipality to improve its financial condition. The municipal chief executive officer shall appear before the MARB to review the report.

5-6. Not later than forty-five days after its designation as a Tier III municipality, the local chief elected official or the chief executive officer shall submit to the MARB copies of all of the municipality's written financial policies and procedures.

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### III. Policies and Procedures Related to Designated Tier III Municipalities-continued

#### I. Review and Recommendations Regarding Municipal Efficiency and Productivity

##### Description of Relevant Provisions of ~~Public Act 17-2~~C.G.S.:

**Section ~~367(b)(9)~~7-576d(b)(9):** The MARB shall recommend that the municipality and its board of education implement measures relating to the efficiency and productivity of their operations and management as the board deems appropriate, to reduce costs and improve services so as to advance the purposes of the Act . Such recommendations may include, but shall not be limited to, policies and procedures for the responsible use of municipal and board of education credit and purchasing cards, vehicles and other municipal and board of education property and resources.

**Section ~~367(b)(11)~~7-576d(b)(11):** The MARB, in consultation with the municipality, may retain such staff and hire consultants experienced in the field of municipal finance, municipal law, governmental operations and administration or governmental accounting as it deems necessary or desirable for accomplishing its purposes. **According to Section ~~367(a)~~7-576d(a),** these expenses of the board related to its work with designated tier III or IV municipalities, may, following consultation with such municipalities, be charged to such municipalities by the MARB and may be paid from the proceeds of any deficit obligation or debt restructuring bonds.

**Section ~~367(b)(12)~~7-576d(b)(12):** The MARB may require the municipality and its board of education to apply LEAN practices and principles, and to participate in efforts to establish common strategies and goals and to organize around collective impacts for the municipality, such municipality's residents, businesses and employees, to result in an improved fiscal sustainability and municipal vitality.

**Section ~~367(b)(13)~~7-576d(b)(13):** The MARB may consult with federal, state, quasi-public and nongovernmental agencies to accomplish its purposes.

##### Policies and Procedures

1. The MARB shall review and work with the municipality and its board of education to seek efficiencies and savings in regard to its operations and major areas of short and long-term term costs and liabilities and may hire retain such staff and consultants as it deems necessary to accomplish its purposes.



#### IV. Policies and Procedures Related to Designated Tier IV Municipalities

##### A. Review and Approval of Municipality's Annual Budget

###### Description of Relevant Provisions of C.G.S.:

**Section 7-576e(a)(3)(i):** To review and approve or disapprove the municipality's annual budget, including, but not limited to, the general fund, other governmental funds, enterprise funds and internal service funds. No annual budget, annual tax levy or user fee for the municipality shall become operative until it has been approved by the board. If the board disapproves any annual budget, not later than the May twenty-first prior to the beginning of the new fiscal year, the board shall specify the reasons for such disapproval and shall provide the legislative body until the June fifteenth prior to the beginning of the new fiscal year to resubmit the annual budget in accordance with this section. If the legislative body has not adopted a budget by such June fifteenth date or its resubmitted annual budget is not approved by the board, the board shall adopt an interim budget and establish a tax rate and user fees. Such interim budget shall take effect at the commencement of the fiscal year and shall remain in effect until the municipality submits and the board approves a modified budget. Notwithstanding any provision of the general statutes, or any public or special act, local law, charter or ordinance or resolution, a municipality may approve a modified budget pursuant to this section after any applicable deadline for such adoption has passed.

**Section 7-576e(a)(4)(B):** To require its review, approval, disapproval or modification of the budget of the board of education for the municipality on a line-item basis and to require the board of education to submit to it any budget transfers ..... The board shall consult with such municipality and the board of education of such municipality, as applicable, to establish policies and procedures for the implementation of the provisions of subparagraphs (A) and (B) of this subdivision.

###### Policies and Procedures

###### NEW:

1. At the same time that the superintendent of schools submits his or her recommended education budget to the local board of education, ~~one hard copy and one an~~ electronic version of such recommended budget shall be submitted to the MARB.
- ~~2.~~ At the same time that the local chief elected official or chief executive officer submits his or her recommended budget to the local legislative body, ~~one hard copy and~~ an electronic version of such recommended budget shall be submitted to the MARB. The submitted recommended annual budget shall include the municipality's general fund, capital fund budget and any enterprise, special revenue fund, or internal service fund budgets developed by the municipality or required by local charter or ordinance.
- ~~2-3.~~ An updated 5-Year Plan shall be submitted by the municipality with its recommended budget. The recommended budget shall not be considered to have been submitted unless it is accompanied by the updated 5-Year Plan.
- ~~3-4.~~ The format of the municipal and education budgets shall be determined by the MARB, but shall include, at a minimum, the following:

- a. Prior year actuals, current year adopted budget, current year revised budget, current year projections, and the recommended budget for the upcoming fiscal year for the following:
  - i. Revenues at an object level
  - ii. Expenditures at an object level
- b. Explanation of the major assumptions used to develop the budget
- c. Summary of major grants and other supplemental sources of revenues supporting the budget

4-5. The content of the 5-Year Plan shall comply with the Guidelines for 5-Year Financial Plan detailed in Appendix A of these Policies and Procedures.

5-6. The MARB, or one of its subcommittees, and the chief elected official or chief executive officer, and the superintendent of schools, shall meet to review the recommended budget. The chief elected official or chief executive officer and the superintendent of schools shall provide such information as the MARB and its staff may reasonably require to analyze the assumptions and projections utilized, including, but not limited to, revenue estimates, expenditure estimates, staffing and service levels, employee and retiree benefits, and debt service.

6-7. The MARB shall approve or disapprove the education and the municipal annual budget. If the board disapproves either budget, it shall provide the municipality or board of education with its reasons for disapproval by May 21<sup>st</sup>7.

7-8. In the event that the MARB disapproves the municipality or education budget, the municipality or board of education shall have until June 15<sup>th</sup>8 to resubmit a budget that responds to the MARB's reasons for disapproval. A budget resubmitted by the municipality shall have been approved by the local budget adoption authority. The MARB shall act on the resubmitted budget as soon as is practicably possible. If the municipality does not resubmit its budget by June 15<sup>th</sup>, or if the resubmitted budget is not approved by the MARB, the MARB shall adopt an interim budget and adopt a tax rate and user fees. An interim budget adopted by the MARB shall take effect with the commencement of the fiscal year.

- a. In the event that an interim budget is adopted by the MARB, the municipality may resubmit to the MARB a budget to replace the interim budget. Any budget resubmitted by the municipality to replace the interim budget shall have been approved by the local budget adoption authority.
- b. If the MARB approves a budget submitted to replace the interim budget, such budget shall take effect on a date to be established when such action is taken by the MARB.

c. An interim budget adopted by the MARB shall remain in effect unless and until a replacement budget is submitted by the municipality and approved by the MARB.

8-9. No annual budget, annual tax levy or user fee for the municipality shall become operative until it has been approved by the board.

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<sup>7</sup> C.G.S. § 7-576e(a)(3)(i)

<sup>8</sup> *Id.*

**IV. Policies and Procedures Related to Designated Tier IV Municipalities**

**B. Review, Approval and Authorization of Debt Obligations**

Description of Relevant Statute:
<p><b>Section 7-576e(a)(3)(ii)</b> To review and approve all bond ordinances and bond resolutions of the municipality.</p>
<p><b>Section 7-576e(a)(6)</b> To approve and authorize the issuance of obligations under section 7-575, including, with regard to a designated tier IV municipality otherwise ineligible to issue such obligations, for the purposes of issuing general obligations for purposes of deficit financing, addressing pension liabilities in accordance with section 7-374c, debt restructuring and other purposes allowed for which municipal obligations are authorized by the general statutes.</p>
<p><b>Section 7-576e(b)</b> Notwithstanding the provisions of section 7-370c, or any other public or special act, local law or charter, or ordinance or resolution, which limits or imposes conditions on the date of the first maturity of, or the due date of the first sinking fund payment for, or on the amount of any principal or any principal and interest installments on, or sinking fund payment deposit for, refunding bonds issued by any municipality, the board may authorize a designated tier IV municipality to issue refunding bonds for which the provisions of section 7-371 regarding such limitations shall not apply, regardless of whether or not such refunding bonds achieve net present value savings, as described in section 7-370c, with respect to the refunded bonds. The board shall only approve the issue of such refunding bonds upon a determination that, in its judgment, the issue of such bonds will improve the financial condition of such municipality.</p>
<p><b>Section 7-576e(c)</b> Notwithstanding the provisions of section 7-370c or 7-371, or any other public or special act, local law or charter, or ordinance or resolution, which limits or imposes conditions on the final maturity of, or the due date of the last sinking fund payment for, bonds issued by any municipality, the board may authorize a designated tier IV municipality to issue bonds for which the last installment of any series of such bonds shall mature, or the last sinking fund payment for such series of bonds shall be due, not later than forty years from the date of issue of such bonds. The board shall only approve the issuance of such bonds upon a determination that, in its judgment, such issuance will improve the financial condition of such municipality.</p>

1. The municipality shall, not later than 60 days prior to the issuance of proposed debt obligations, including any obligations to be issued pursuant to sections 7-576e(a)(6), 7-576e(b) or 7-576e(c) of the General Statutes, notify the MARB of its intent to issue bonds and include the following with such notice:
  - (a) the amount of the bonds to be issued and for what purpose and, if refunding bonds, a listing of the bonds to be refunded;
  - (b) the projected debt service payments and the assumptions related to such projections;
  - (c) an indication if the municipality is seeking to have some or all of the bonds supported by the SCRF;

- (d) with respect to refunding bonds, a comparison of the anticipated effects of the proposed refunding with the current debt service payment schedule and alternative schedules and terms;
  - (e) for bonds proposed to be supported by the SCRF, the projected SCRF impact on the cost of issuance;
  - (f) an indication if the municipality seeking to issue some or all of the obligation pursuant to section 7-576e(a)(6), 7-576e(b) or 7-576e(c) of the General Statutes;
  - (g) documentation of the municipality's authorization of the issuance of such bonds, including, but not limited to, a certified copy of the resolution or ordinance of the municipality authorizing the issuance of such bonds and the opinion of nationally recognized bond counsel as to the due authorization of the issuance of such bonds; and
  - (h) any other information and documentation required or requested by the MARB within 10 days of its receipt of the notice.
2. Following the receipt of the notice, the MARB or its designated representatives, including any financial advisors and bond counsels engaged by the MARB or the State, shall meet with the chief elected official or chief executive officer and its treasurer or finance director to review the proposed debt issuance. The municipality shall make municipality's financial advisor and bond counsel available to the MARB or its representatives as part of this review.
  3. Within 30 days of the receipt of all of the information required in regard to item 1 above, the MARB shall adopt a resolution either approving or disapproving such issuance. If disapproved, the MARB shall provide the reasons for such disapproval.
  4. Any such resolution related to item 3 above, shall be transmitted to the local chief elected official and to the local legislative body within two days of its adoption.
  - ~~4.5. No bond ordinance or bond resolution shall be deemed to have been authorized until it has been approved by the MARB.~~

#### IV. Policies and Procedures Related to Designated Tier IV Municipalities

##### C. Monitoring the Annual Budget and 5-Year Financial Plan

Description of Relevant Statute:

**Section 7-576e(a)(3)(iii)**

To monitor compliance with the municipality's five-year financial plan and annual budget and require that the municipality make such changes as are necessary to ensure budgetary balance in such plan and budget. [7-576b\(b\)](#)

Policies and Procedures

**NEW:**

1. Not later than 30 days after the end of each month, the municipality shall submit to the MARB a monthly financial report in regard to the annual budget, which report shall contain budgeted, year-to-date, and projected year-end revenues and expenditures, in a format determined by the MARB, in consultation with the municipality. Expenditures shall be presented at no higher than the department level, with major expenditures for items such as pensions, debt service, active and retiree health insurance and other areas to be broken out separately. Revenues shall be provided by line-items, with appropriate consolidations for smaller and like line-items. A sample format for monthly reports is located on OPM's web-site. The municipality shall appear before the MARB, as requested by the MARB, to review these reports and other matters affecting the municipality's fiscal condition.
2. At such times as determined by the MARB, but not less than once during each fiscal year, the municipality shall provide the MARB with updated projections of revenues and expenditures of the second through fifth years of the five-year financial plan and a report on the status of major elements of such plan and appear before the MARB to review these matters.
3. Not less than annually, the municipality shall provide information as requested by the MARB in regard to its long-term liabilities, including, but not limited to, those related to debt, pensions, and other post-employment benefit benefits and shall appear before the MARB, as requested, to review this information.
4. The MARB or one of its committees shall annually review with the municipality's chief executive officer and chief financial officer the annual independent audit of such municipality and any findings contained therein.
5. The MARB may, by resolution, recommend that the municipality make such changes as the MARB determines are necessary to ensure budgetary balance in the municipality's annual budget and financial plan or to improve the short and long-term financial condition of a municipality and require that the municipality's chief executive officer, by the date indicated, submit a written report regarding the status of the MARB's recommendations and the remedial actions taken by the municipality to improve its financial condition. The municipal chief executive officer shall appear before the MARB to review the report.
6. Not later than forty-five days after its designation as a Tier III municipality, the local chief elected official or the chief executive officer shall submit to the MARB copies of all of the municipality's written financial policies and procedures.

#### **IV. Policies and Procedures Related to Designated Tier IV Municipalities**

##### **D. Review and Action Regarding Collective Bargaining Agreements**

**Description of Relevant Statute:**

**Section 7-576e(a)(3)(iv)**

To approve or reject all collective bargaining agreements for a new term, other than modifications, amendments or reopening of an agreement, to be entered into by the municipality or any of its agencies or administrative units, including the board of education. If it rejects an agreement, the board shall indicate the specific provisions of the proposed agreement present or missing which caused the rejection, as well as its rationale for the rejection. The board may indicate the total cost impact or savings that are acceptable in a new agreement. At any time during negotiations and prior to reaching any agreement, or a modified agreement, the parties, by mutual agreement, may request guidance from the board as to the level and areas of savings that may be acceptable to the board in a new agreement. Following any rejection of a proposed collective bargaining agreement, the parties to the agreement shall have ten days from the date of the board's rejection to consider the board's concerns and propose a modified agreement. After the expiration of such ten-day period, the board shall approve or reject any such modified agreement. If the parties have been unable to reach a modified agreement or the board rejects such modified agreement, the board shall impose binding arbitration on the parties, in accordance with clause (v) of this subdivision, to arbitrate issues identified by the board as the cause for such inability or rejection. In establishing the issues to be arbitrated, as well as in deciding to reject a proposed agreement, the board shall not be limited to matters raised or negotiated by the parties.

Also, to approve or reject all modifications, amendments or reopeners to collective bargaining agreements entered into by the municipality or any of its agencies or administrative units, including the board of education. If it rejects a modification, amendment or reopener to an agreement, the board shall indicate the specific provisions of the proposed modification, amendment or reopener which caused the rejection, as well as its rationale for the rejection. The board may indicate the total cost impact or savings acceptable in a new modification, amendment or reopener. If the board rejects a proposed amendment or reopener to a collective bargaining agreement, the parties to the agreement shall have ten days from the date of the board's rejection to consider the board's concerns and put forth a revised modification, amendment or reopener. After the expiration of such ten-day period, the board shall approve or reject any revised modification, amendment or reopener amendment. If the parties are unable to reach a revised modification, amendment or reopener or the board rejects such revised modification, amendment or reopener, the board shall impose binding arbitration upon the parties in accordance with clause (v) of this subdivision. The issues to be arbitrated shall be those identified by the board as causing such inability or rejection. Prior to the board acting on any such modification, amendment or reopener, the parties shall have an opportunity to make a presentation to the board.

**Policies and Procedures**

**NEW:**

1. Twice annually, in December and June, the municipality and its Board of Education shall provide the MARB with a list of their employee collective bargaining agreements, providing the following for each agreement: (a) the name of the parties to the agreement; (b) the start and termination date of the agreement and (c) whether such agreement is in negotiations, mediation or arbitration. The municipality and its Board of Education shall provide any additional information requested by the MARB in regard to these agreements.
2. The municipality or its board of education shall submit to the MARB for its approval any collective bargaining agreement for a new term, or any collective bargaining agreement modification, amendment or reopener within 14 days of the date that such agreement or amendment was agreed to by the parties. The municipality or Board of Education submitting a collective bargaining agreement, modification, amendment, or reopener for approval, shall provide the MARB with a summary of the agreement, a fiscal impact analysis of the provisions of the agreement including detailed salary and step analysis, a comparison to provisions in similar agreements in comparable municipalities, and other such data as may reasonably be requested by the MARB.
3. The MARB may approve or reject a proposed agreement.
  - a. If the MARB rejects an agreement, the board shall indicate the provisions causing the rejection and its rationale. Following rejection, the parties to the proposed agreement will have 10 days to propose a revised agreement.
  - b. Following the 10-day period, the MARB may approve or reject the revised agreement. Prior to taking action on the revised agreement, the parties shall be provided an opportunity to make a presentation to the board
  - c. If the Board rejects the revised agreement, or if the parties are unable to reach a revised agreement, the MARB shall impose binding arbitration on the parties to arbitrate issues raised by the board (in accordance with the following item IV.E)
  - d. If the MARB rejects a modified agreement, or otherwise imposes binding arbitration due to the parties being unable to reach a modified agreement, the MARB shall adopt a resolution establishing the issues to be arbitrated. When establishing the issues to be arbitrated, the MARB shall not be limited to matters raised or negotiated by the parties.
4. Any collective bargaining agreement subject to MARB approval shall not take effect until the MARB has approved the agreement.

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#### **IV. Policies and Procedures Related to Designated Tier IV Municipalities**

##### **E. Actions Regarding Imposing or Rejecting Binding Arbitration**

###### **Description of Relevant Statute:**

###### **Section 7-576e(a)(3)(v)**

Except as otherwise provided in this subdivision, with respect to collective bargaining agreements of the municipality or any of its agencies or administrative units, including, but not limited to, the board of education, that are in or are subject to binding arbitration, the board shall have the power to impose binding arbitration upon the parties any time after the seventy-fifth day following the commencement of negotiations or to reject any arbitration award pending municipal or board of education action pursuant to section 7-473c or 10-153f on the date the board is established. If, upon the date of a municipality's designation as a tier IV municipality, the parties are in binding arbitration, or if the board rejects a pending arbitration award, the board shall immediately replace any established binding arbitration panel with an arbitrator selected in accordance with this section. If the board imposes binding arbitration or replaces an existing binding arbitration panel, it shall do so with an arbitrator selected by the Governor from a list of three potential arbitrators approved by and submitted to the Governor by the board. Such list of potential arbitrators shall include former judges of the state or federal judicial systems or other persons who have experience with arbitration or similar proceedings. Prior to the Governor's selection of an arbitrator, the parties may provide recommendations for such selection to the board. The board shall not be limited to selecting arbitrators from those recommended by the parties. The board may reduce the time limits in the applicable provisions of the general statutes or any public or special acts governing binding arbitration by one-half. In imposing such arbitration or in replacing an arbitration panel, the board shall not be limited to consideration and inclusion in the collective bargaining agreement of the last best offers or the matters raised by or negotiated by the parties provided the board shall indicate reasons for raising any matters not negotiated by the parties. The board shall be given the opportunity to make a presentation before the arbitrator. In addition to any statutory factors that shall be considered by the arbitrator with respect to proposed municipal or board of education collective bargaining agreements, the arbitrator shall give highest priority to the short and long-term fiscal exigencies that resulted in the municipality's designation as a tier IV municipality. Not later than ten days after the issuance of any of the arbitrator's decisions on the matters subject to such binding arbitration, the board may request reconsideration of one or more of such decisions and state its position as to the impact of such decisions on the short and long-term fiscal sustainability of the municipality. Not later than five days after the board's request for such reconsideration, the parties may submit comments to the arbitrator in response to the board's stated position. Not later than thirty days following the board's request for such reconsideration, the arbitrator, based on the record of the arbitration, may either modify or maintain the original arbitration decisions. The arbitrator's decisions shall be binding upon the parties. With respect to collective bargaining agreements negotiated pursuant to section 10-153d and arbitration awards issued pursuant to section 10-153f, the provisions of this subdivision shall not apply until the board has rejected such agreement or award pursuant to subdivision (7) of subsection (b) of section 7-576d on two occasions.

###### **Policies and Procedures**

###### **NEW:**

- 1. The municipality or its board of education shall notify the MARB any time negotiation of a collective bargaining agreement has commenced. Such notification shall be provided to the MARB within two business days of the commencement of negotiations.**



2. The MARB board may, any time after the 75th day following the commencement of negotiations of a collective bargaining agreement, impose binding arbitration by a vote of the board.
3. If the MARB rejects a proposed collective bargaining agreement, the parties shall have ten days to propose a modified agreement. If the parties fail to submit a modified agreement, or if the MARB rejects the modified agreement submitted, the MARB shall impose binding arbitration. ~~MARBMARB~~ ~~MARB.~~
4. If the MARB rejects a binding arbitration award in accordance with the provisions of C.G.S. Section 7-576d(b)(7)(A) or 7-576d(b)(7)(B), or rejects an arbitration award pending at the time a municipality is designated as a Tier IV municipality, the MARB board shall replace the established binding arbitration panel.
5. If the MARB board imposes binding arbitration, or if the MARB board replaces an established binding arbitration panel, it shall do so with an arbitrator selected as follows:
  - a. The MARB shall submit to the Governor a list of three potential arbitrators ~~approved by the board.~~
  - b. The parties may make recommendations to the MARB for potential arbitrators, but the board will not be limited to recommendations from the parties.
  - c. The potential arbitrators shall be former State or Federal judges, or others with arbitration or similar experience.
  - d. The arbitrator will be selected by the Governor from the list of potential arbitrators approved by the MARB.
5. If the MARB board imposes binding arbitration, or if the MARB board replaces an established binding arbitration panel, it shall adopt resolution establishing the issues to be arbitrated. When establishing the issues to be arbitrated, the MARB shall not be limited to the last best offers of, or matters raised or negotiated by, the parties. If the MARB board raises matters not negotiated by the parties, the resolution shall indicate the reasons for raising such matters.
  - a. The MARB board may reduce the time limits permitted for binding arbitration by one half. If the MARB board opts to reduce the time limits for binding arbitration, it shall do so by resolution.
6. The MARB board may make a presentation to the arbitrator.
7. The MARB board shall have 10 days following the issuance of arbitrator's decisions, the MARB may request reconsideration by the arbitrator of one or more such decisions and may state its position regarding the impact of the decision(s). The parties may submit comment to the arbitrator regarding the MARB's board's request for reconsideration no later than 5 days after MARB's the request.

#### **IV. Policies and Procedures Related to Designated Tier IV Municipalities**

##### **F. Approval of Budget Transfers**

**Description of Relevant Statute:**

**Section 7-576e(a)(4)(A)**

To require its approval of proposed transfers of a municipality's appropriations in excess of fifty thousand dollars ... The board shall consult with such municipality and the Board of Education of such municipality, as applicable, to establish policies and procedures for the implementation of the provisions of subparagraphs (A) and (B) of this subdivision.

**Policies and Procedures**

**NEW:**

1. Prior to making any budget transfers in excess of \$50,000, the municipality or its Board of Education shall submit for MARB approval a request for such transfer. The request for a budget transfer shall include, at a minimum, the following:
  - a. Identification of the account(s) funds are to be transferred from and account(s) which funds are transferred to and the original budget and year-to-date expended and encumbered for each;
  - b. Explanation of the need for the transfer; and
  - c. Indication that sufficient funds are available for the remainder of the fiscal year in the accounts from which funds are being transferred.
2. The MARB shall approve or reject the requested transfer at its first scheduled meeting subsequent to the submittal of the request for transfer.
- ~~2-3.~~ A budget transfer subject to this provision shall be deemed to have not been executed until it has been approved by the MARB.

STATE OF CONNECTICUT

Municipal Accountability Review Board (MARB) Policies and Procedures

**IV. Policies and Procedures Related to Designated Tier IV Municipalities**

**G. Appointment of a Financial Manager**

**Description of Relevant Statute:**

**Section 7-576e(a)(4)(C):**

To appoint a financial manager and delegate to such manager, in writing, such powers as the board deems necessary or appropriate for the purpose of managing the financial and administrative affairs of the municipality for the period of time during which the municipality is subject to the powers of the board provided the board may override any actions taken by such manager at any time and shall not delegate the powers enumerated under subdivisions (2), (3) and (5) to (7), inclusive, and (11) to (13), inclusive, of subsection (b) of section 7-576d, or subdivisions (1), (2) and (4) to (6), inclusive of this subsection.

**Policies and Procedures**

**NEW:**

1. The MARB may adopt a resolution to conduct a search for Financial Manager for the purpose of managing the financial and administrative affairs of the municipality. A resolution to conduct a search for a Financial Manager shall include a scope of work for the Financial Manager.
2. The search for a Financial Manager shall be in accordance with State policies and procedures regarding the acquisition of professional services.
3. The MARB shall approve the selection of a Financial Manager by adopting a resolution approving the proposed contract for the Financial Manager which shall include a scope of work and reporting requirements of the Financial Manager.
- ~~3-4.~~ The responsibilities of the Financial Manager shall include, but not be limited to monitoring the City's compliance with Tier IV requirements and reporting to the MARB regarding the City's compliance.
- ~~4-5.~~ The MARB may, from time to time, delegate certain board powers to the Financial Manager, provided the MARB shall not delegate the excluded powers enumerated in Section 7-576e(a)(4)(C) of the General Statutes.
- ~~5-6.~~ The delegation of any board powers shall be by resolution.
  - a. For any board power(s) delegated to the Financial Manager, the resolution authorizing such delegation shall specify the duration for which the delegation of power(s) shall be in effect, provided the MARB may override any actions taken by such manager.

STATE OF CONNECTICUT

Municipal Accountability Review Board (MARB) Policies and Procedures

**IV. Policies and Procedures Related to Designated Tier IV Municipalities—  
continued**

**H. Review and Approval of Municipal and Board of Education Contracts**

Description of Relevant Statute:

**Section 7-576e(a)(5)**

The board may require that the municipality or its board of education notify and submit to the board any or all municipal or board of education contracts that exceed (A) fifty thousand dollars for municipalities with a resident population under seventy thousand, or (B) one hundred thousand dollars for municipalities with a resident population of seventy thousand or more, not less than thirty days prior to execution of such contract, for the purpose of the board's review and approval of such contracts. The board shall establish policies and procedures, in consultation with any such municipality and such municipality's board of education, to implement the provisions of this subdivision.

**Policies and Procedures**

**NEW:**

1. Prior to execution of a contract over \$50,000 (for municipalities under 70,000 in population) or over \$100,000 (for municipalities over 70,000 in population), the municipality or its board of education shall submit to the MARB, for its review and approval, a summary of the contract which shall indicate the parties to the contract, the amount of the contract, the proposed term of the contract, a brief summary of purpose of the contract, the date and method of solicitation (e.g., RFP, invitation to bid, quotes, sole source), number of responses to the solicitation, and brief description of evaluation criteria. If a non-competitive selection process is used, the summary information shall also include a brief explanation of the rationale for a non-competitive process.
2. ~~Change orders to contracts that have been previously approved by the MARB shall not require approval unless the change order, or the cumulative of multiple changes orders, increases the value of the underlying contract by more than 20%. Change orders to a contract already approved by the MARB shall not be considered new contracts requiring approval. The municipality or Board of Education shall notify the MARB of any change orders that increase the value of an approved contract by more than 20% of the original contract amount.~~
3. ~~A change order to a contract that was not previously approved by the MARB due to not meeting the dollar threshold established in the statute will require MARB approval if the change order increases the total value of the contract, plus all change orders, to the threshold dollar value. A change order to a contract not previously approved due to having been below the required threshold dollar amount resulting in a total contract amount that exceeds the dollar threshold shall require MARB approval.~~
4. ~~Contracts subject to this requirement shall include, but not be limited to, This policy shall apply to contracts for the purchase of supplies, equipment, materials, services, or real estate, and to~~

STATE OF CONNECTICUT

**Municipal Accountability Review Board (MARB) Policies and Procedures**

contracts for the sale or lease of municipal assets—~~The policy shall not apply to~~ grant agreements, intergovernmental agreements, purchases made through collective purchasing agreements, employment agreements, agreements for tax incentives or tax abatements, ~~or and~~ other economic development agreements.

~~5. This policy shall apply to contracts funded substantially from the municipality's or Board of Education's operating budget. This policy shall not apply to contracts funded by grants, capital project funds or other non-operating funds.~~

~~6.5.~~ A contract subject to MARB approval under these policies and procedures shall not be considered executed until it has been approved by the MARB.

6. A municipality may execute a contract that is subject to these provisions without MARB approval only in the case of emergency (for example, in instances for which a delay would cause a public safety, public health or environmental threat). In such instances, the municipality shall follow its local Charter, ordinances or policies related to emergency contracts, and shall notify the MARB as soon as practically possible.

*Reserved*

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# **Appendix A**

## **Guidelines for Five-Year Financial Plan to Be Submitted By Tier II, III, and IV Designated Municipalities**

### **I. Background**

Municipalities designated at Tier II, III, or IV are required by statute to prepare a 5-Year Financial Plan for MARB approval.<sup>1</sup> The preparation of a 5-Year Financial Plan is also a requirement for consideration of the distribution of Municipal Restructuring Funds.<sup>2</sup>

The following guidance is intended to provide municipalities with an understanding of the minimum content and preferred format to satisfy the requirement of the 5-Year Financial Plan. In addition to the content outlined below, the MARB may require additional data and exhibits depending on the specific circumstances of a designated municipality.

### **II. Content**

#### ***A. Scope***

At a minimum, the five-year plan must include the municipality's General Fund and appropriated Enterprise Funds. A municipality may be asked to provide additional information for other funds depending on the municipality's fund structure and the relationships among funds.

#### ***B. Projection Period***

The financial plan must cover, at a minimum, five years beyond the current fiscal year.

#### ***C. Prior and Current Fiscal Year***

In addition to the five years projected beyond the current fiscal year, the plan should include:

- Prior fiscal year actual revenues and expenditures
- Current fiscal year budget
- Current fiscal year projected (i.e. projected year-end amount)

#### ***D. Fund Balance***

In addition to revenues and expenditures, the plan should also depict the following for each fiscal year:

- Net Surplus/(Deficit)
- Beginning fund balance
- Ending fund balance

#### ***E. Revenues:***

Revenues shall be provided by line-item. Appropriate consolidation of revenue sources that generate very small dollar amounts is permissible. However, Transfers In should be itemized by transfer, regardless of dollar amount. Any Use of Fund Balance (if applicable) should be factored into the calculations of beginning and ending fund balance as outlined in section II.D.

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<sup>1</sup> C.G.S. Section 7-576b(b)

<sup>2</sup> C.G.S. Section 7-576i

## **Appendix A**

### **Guidelines for Five-Year Financial Plan to Be Submitted By Tier II, III, and IV Designated Municipalities**

#### ***F. Expenditure Categories:***

At a minimum, expenditure categories must include:

- Municipal Operating Expenditures (may be listed by department or by object)
- Education Operating Expenditures (may be listed by department or by object)
- Existing Debt Service
- Future Debt Service (i.e. based on anticipated future debt issuance)
- Defined Benefit Pension Expense (i.e. ADEC expense plus other expenses related to managing pension funds)
- Health Insurance Expense
- Other Employee Benefits
- General Liability and Claims
- Capital Expenditures
- Contingency (Unallocated contingency only. Any other items should be grouped in a Miscellaneous category)
- Transfers Out (each transfer itemized)

#### ***G. Mill Rate Calculation Sheet:***

The plan should include one exhibit that depicts the mill rate calculations for each year of the plan.

#### ***H. Narrative Sections***

##### ***1. Summary***

The five-year plan should include a narrative summary describing the major financial considerations and drivers that influenced the plan. The goals and strategies used in developing the plan should be described. If the General Fund or any other fund is in a deficit position, the plan must explain how the deficit will be eliminated. The summary should also describe any initiatives to control expenditures or enhance revenues and explain how they are reflected in the five-year plan. Any planned issuance of new debt or refunding of debt and its effect on annual debt service should also be explained. Tables, graphs and other exhibits that help support the narrative section are encouraged.

##### ***2. Assumptions***

Major assumptions used to project revenues and expenditures must be explained. These include assumptions for:

- Grand List changes and projected growth
- Mill rates
- Tax collection rates
- Other significant assumptions affecting revenues
- Employee salaries/wages

## **Appendix A**

### **Guidelines for Five-Year Financial Plan to Be Submitted By Tier II, III, and IV Designated Municipalities**

- Employee benefits
- Future/anticipated debt issuance:
  - Include an explanation of future debt issuance related to the municipality's capital improvement plan
  - Include an explanation for any restructuring of debt service on current outstanding debt that will impact the projections
- Other significant assumptions affecting expenditures
- Explanations for any significant one-time or non-recurring revenues or expenditures
- Use of Fund Balance: Explain reason for including Use of Fund Balance as a budgeted funding source. If the municipality has a fund balance policy, explain how the Use of Fund Balance complies with the policy.

Explanations of assumptions should reference historical trends, development projects, labor contracts, rates of inflation and other data that supports the assumptions used.

### **III. Format**

Based on the above guidance, the plan should include a table, similar in format to the attached template, with the following columns:

- Revenue or Expenditure Account Name
- Prior Year Actual
- Current Year Budget
- Current Year Projected (i.e. year-end projection)
- Year 1 Projected (Recommended Budget)
- Year 2 Projected
- Year 3 Projected
- Year 4 Projected
- Year 5 Projected

The attached sample template provides an illustrative example of a preferred format for the five-year plan. While the exact format and list of accounts shown does not need to be replicated, municipalities should use the overall structure as a guide.

### **IV. Supplemental Materials**

Municipalities are asked to submit the following supplemental materials along with the required Five-Year Financial Plan:

- Copy of the municipality's current 5-Year Capital Improvement Plan
- Amortization schedule of existing long-term debt











**State of Connecticut**  
**Municipal Accountability and Review Board**

***Policies and Procedures***

*as Authorized by Section 367(b)(14) of  
Public Act 17-2, June Special Session*

***Revised Draft 8/19/22***

Adopted: January 11, 2018

Amended: \_\_\_\_\_, 2022

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### **Overview**

Pursuant to Sections 349 to 376<sup>1</sup> of Public Act 17-2, June Special Session (hereinafter “the Act”), municipalities experiencing degrees of fiscal distress and in need of technical or other state assistance can seek designation or be, in some instances, designated into one of four tiers. Designated Tier I municipalities shall be referred to the current State Municipal Finance Advisory Commission (MFAC), while designated Tier II, III and IV municipalities shall be referred to the Municipal Accountability Review Board (MARB) established in the Act. Progressively higher levels of distress and State oversight are associated with each higher numbered tier.

Section 367(b)(14) of Act indicates that the MARB shall establish such written procedures as it deems necessary to carry out its responsibilities and meet the purposes of the Act. These procedures are contained in this document.

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<sup>1</sup> The Act was codified in Chapter 117, C.G.S. §§ 7-560 through 7-579a

## **I. Policies and Procedures Related to All Designated Municipalities**

### **A. Public Information and Comment**

1. The MARB, as a state board, is subject to the requirements of the State's Freedom of Information Act.
2. The MARB shall be in the Office of Policy and Management ("OPM") for administrative purposes only<sup>2</sup>, and OPM shall post information related to the MARB on its website, which information shall include, but not be limited to, the membership of the MARB, agendas and minutes of the MARB and any of its committees or subcommittees, its bylaws and policies and procedures, a list of designated municipalities referred to the MARB, and contact information for the Board, including a contact person, telephone number, e-mail address and postal address.
3. The MARB may provide for a public comment period on its board meeting agendas. When a public comment item is on the agenda, there shall be sign-up sheet provided at least 15 minutes prior to the meeting. The speakers will be called in the order that they signed up, but the MARB may reserve the first 10 minutes of the public comment period to state and local elected officials. Each speaker may be limited to no more than three minutes. In the interest in enabling members of the public to attend board meetings for their full duration, the Chairperson may limit the public comment agenda item to 30 minutes.

### **B. Revisions and Modifications to these Policies and Procedures**

#### **Description of Relevant Provisions of C.G.S.**

**Section 7-576d(b)(14):** The MARB shall establish such written procedures as the board deems necessary to carry out its responsibilities and meet the purposes of the Act.

#### **Policies and Procedures**

1. The MARB, by a majority vote, may modify these policies and procedures from time to time as it deems appropriate.
2. The MARB may, by majority vote, adapt particular provisions of these policies and procedures with respect to individual designated municipalities if the MARB determines that such adaptations will facilitate its work with such designated municipalities. Each designated municipalities shall review these procedures and identify any procedure(s) contained herein in regard to which it has concerns and suggest, for the MARB's consideration, proposed adaptations to such procedures.
3. The Chairperson and Cochairperson of the MARB may modify specific timelines for submittals or actions contained in these procedures, on a case by case basis, in the event of an unanticipated emergency or fiscal exigency, provided that such modifications are consistent with applicable laws or regulations and with the purposes of the Act. The members of the MARB and the municipality shall be notified of any such modification.
4. Notifications and required submittals to the MARB shall be to the contact person identified on OPM's web-site unless indicated otherwise by the MARB.

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<sup>2</sup> C.G.S. §7-576d

## **II. Policies and Procedures Related to Designated Tier II Municipalities**

### **A. Submittal, Review and Approval of Five-Year Financial Plan**

#### **Description of Relevant Provisions of C.G.S.**

**Section 7-576b(b):** Municipalities shall submit a five-year financial plan for the MARB's review and approval in a manner prescribed by the MARB. (Note: This section applies to designated Tier II, III and IV municipalities)

#### **Policies and Procedures**

1. Not later than forty-five days after its designation as a Tier II municipality and, thereafter, not later than April 1 of each year, the local chief elected official or chief executive officer shall submit to the MARB, in a format to be determined by the MARB, a five-year financial plan<sup>3</sup>, the first year of which shall be for the fiscal year commencing on the upcoming July 1 date. The plan shall also include the budget and projected revenues and expenditures for the current fiscal year.
2. Each five-year financial plan shall provide for the:
  - (a) elimination of any fund balance deficits in the general fund;
  - (b) elimination of deficits in all funds, including any capital, internal service, special revenue and enterprise funds;
  - (c) balancing of the operating funds for each year of the plan;
  - (d) estimation of the amount of bonds or notes to be issued by the municipality and the debt service requirements;
  - (e) projected impacts on long-term liabilities, including those associated with employee pensions, other post-employment benefits and debt; and
  - (f) assumptions on which revenue and expenditure projections in the plan are based are based.
3. Expenditure and revenue projections in the plan shall be in a format determined by the MARB, in consultation with the municipality. Expenditures shall be presented at no higher than the department level, with major expenditures for items such as pensions, debt service, active and retiree health insurance and other areas to be broken out separately. Revenues shall be provided by line-item, with appropriate consolidations for smaller and like line-items.
4. The MARB and the chief elected official or chief executive officer and municipal staff shall meet to review the recommended financial plan. The chief elected official or chief executive officer and municipal staff shall provide such information as the MARB and its staff may reasonably require to analyze the assumptions and projections utilized.
5. Not later than 45 days following the receipt of the municipality's recommended five-year financial plan, the MARB, by resolution shall approve or disapprove the plan. If the plan is disapproved, the MARB shall indicate the reasons for such disapproval.

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<sup>3</sup> P.A. 22-35



## **II. Policies and Procedures Related to Designated Tier II Municipalities-continued**

### **B. Monitoring Municipality's Five-Year Plan and Financial Condition and Needs**

#### **Description of Relevant Provisions of C.G.S.:**

**Section 7-576b(b):** In addition to the five-year plan, the municipality shall submit monthly financial reports, in a manner prescribed by the MARB.

**Sections 7-576a(b) and 7-576b(b):** The MARB may require the chief executive officer of the municipality to: (A) provide information and appear before the MARB to discuss the financial condition of the municipality and the implementation of remedial measures to improve its financial condition and (B) submit a written report to the Board on implementation of the recommendations of the commission and other remedial measures.

**Section 7-576d(c):** With respect to any municipality referred to the MARB, such municipality and each of its administrative units, including its board of education, shall supply the board with such financial reports, data, audits, statements and any other records or documentation as the board may require to exercise its powers and to perform its duties and functions. Such reports may include, but shall not be limited to, (1) proposed budgets, (2) monthly reports of the financial condition of the municipality, (3) the status of the municipality's current annual budget and progress under its financial plan for the then current fiscal year, (4) estimates of the operating results for all funds or accounts to the end of the then current fiscal year, (5) pension plan and debt projections, (6) statements and projections of general fund cash flow reserves, (7) the number of municipal employees on the municipal payroll, and (8) debt service requirements on all bonds and notes of the municipality for the following month.

#### **Policies and Procedures**

1. Not later than 30 days following the end of each month, the municipality shall submit to the MARB a monthly financial report in regard to the current annual budget, which report shall contain budgeted, year-to-date and projected year-end revenues and expenditures, in a format determined by the MARB in consultation with the municipality. Expenditures shall be presented at no higher than the department level, with major expenditures for items such as pensions, debt service, active and retiree health insurance and other areas to be broken out separately. Revenues shall be provided by line-items, with appropriate consolidations for smaller and like line-items. A sample format for monthly reports is located on OPM's website. The municipality shall appear before the MARB, as requested by the MARB, to review these reports and other matters affecting the municipality's fiscal condition.
2. At such times as determined by the MARB, but not less than once during each fiscal year, the municipality shall provide the MARB with updated projections of revenues and expenditures of the second and third years of the five-year financial plan and a report on the status of major elements of such plan and appear before the MARB to review these matters.
3. Not less than annually, the municipality shall provide information as requested by the MARB in regard to its long-term liabilities, including, but not limited to, those related to debt, pensions, and other post-employment benefit benefits and shall appear before the MARB, as requested, to review this information.
4. The MARB or one of its committees shall annually review with the municipality's chief executive officer and chief financial officer the annual independent audit of such municipality and any findings contained therein.
5. The MARB may, by resolution or motion, make recommendations to improve the financial condition of a municipality and request a written report from the municipality's chief executive officer, by the date indicated in the resolution or motion, regarding the status of the MARB's recommendations and the remedial actions taken by the municipality to improve its financial condition. The municipal chief executive officer shall appear before the MARB to review the report.

## **II. Policies and Procedures Related to Designated Tier II Municipalities-continued**

### **C. Annual Budget Assumptions Regarding State Revenues and Property Tax Revenues**

#### **Description of Relevant Provisions of C.G.S.:**

**Section 7-576b(b):** In preparing and adopting its annual budget, municipalities shall only include assumptions regarding state revenues and property tax revenues as are approved by the MARB.

#### **Policies and Procedures**

1. At the same time that the local chief elected official or chief executive officer submits his or her recommended budget to the local legislative body, one hard copy and an electronic version of such recommended budget shall be submitted to the MARB.
2. The MARB shall review the assumptions contained in the recommended budget regarding state revenues and property tax revenues with the local chief elected official or chief executive officer and municipal staff. Not later than 30 days after receiving the recommended budget, the MARB shall adopt a resolution identifying any issues and concerns it has in this regard these assumptions. The resolution shall be transmitted to the local chief elected official or chief executive officer and the local legislative body within two days of its adoption.
3. The MARB or its assigned representatives shall consult with the local legislative body during its budget deliberations in regard to these assumptions and the MARB's issues and concerns in this regard.
4. Not later than 10 days prior to its action on the annual budget, the local legislative body shall submit, for the MARB's approval or disapproval, the assumptions regarding state revenues and property tax revenues to be contained in the final budget. The MARB shall provide such approval or disapproval not later than three days prior to the local legislative body's scheduled date for adopting the annual budget.
5. If a municipality receives Municipal Restructuring Funds under Section 370 of the Act<sup>4</sup>, the policies and procedures of Section III.A. will apply to the review, comment and approval or disapproval of its annual budget.

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<sup>4</sup> C.G.S. § 7-576i

### **III. Policies and Procedures Related to Designated Tier III Municipalities**

#### **A. Receipt, Review and Comment on Municipality's Annual Budget**

##### **Description of Relevant Provisions of C.G.S.:**

**Section 367(b)(1):** The MARB shall review and comment on a municipality's annual budget prior to its adoption by its legislative body.

##### **Policies and Procedures**

1. At the same time that the local chief elected official or chief executive officer submits his or her recommended budget to the local legislative body, one hard copy and an electronic version of such recommended budget shall be submitted to the MARB. The submitted recommended annual budget shall include the municipality's general fund and capital fund budget and any enterprise or special revenue fund budgets developed by the municipality or required by local charter or ordinance.
2. The MARB and the chief elected official or chief executive officer shall meet to review the recommended budget. The chief elected official or chief executive officer and municipal staff shall provide such information as the MARB and its staff may reasonably require to analyze the assumptions and projections utilized, including in regard to estimates associated with State aid and property tax revenues and mill rate.
3. Not later than 30 days after the receipt of such annual budget and prior to the local budget adoption date, the MARB shall adopt a resolution identifying potential issues or concerns the MARB may have regarding:
  - a. The reasonableness of the assumptions utilized with respect to expenditures and revenues, including assumptions included in the recommended budget related to state revenues and property tax revenues and a mill rate;
  - b. the overall balance and imbalance of expenditures and revenues;
  - c. the achievability of efficiency measures included in the recommended budget;
  - d. its impact on the municipality's long-term liabilities and the municipality's most current five-year financial plan; and
  - e. any other issues or matters that would impact, in the MARB's opinion, the municipality's financial sustainability and vitality.

Such resolution shall be transmitted to the local chief elected official and legislative body within two days of its passage.

4. The local legislative body shall transmit the approved annual budget to the MARB within three days following its adoption. The Board, at its option, may adopt a resolution indicating any concerns or issues it may have with the adopted annual budget. If a municipality receives Municipal Restructuring Funds under Section 370 of this Act, the MARB shall approve or disapprove its annual budget within 15 days of the MARB's receipt of such budget.

**III. Policies and Procedures Related to Designated Tier III Municipalities-continued**

**B. Annual Budget Assumptions Regarding State Revenues and Property Tax Revenues and Mill Rate**

**Description of Relevant Provisions of C.G.S.:**

**Section 367(b)(2):** In preparing and adopting its annual budget, municipalities shall only include assumptions regarding state revenues and property tax revenues and a mill rate as are approved by the MARB.

**Policies and Procedures**

1. The MARB or its assigned representatives shall consult with the local legislative body and municipal officials regarding any issues or concerns that the MARB may have with any recommended or proposed budgetary assumptions regarding state revenues and property tax revenue and mill rate, including those contained in the resolution adopted pursuant to Part A.3, above.
2. Not later than 10 days prior to its action on the annual budget, the local legislative body shall submit, for the MARB's approval or disapproval, the assumptions regarding state revenues and property tax revenues and a mill rate to be contained in the final budget. The MARB shall provide such approval or disapproval not later than three days prior to the local legislative body's scheduled date for adopting the annual budget.

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### **III. Policies and Procedures Related to Designated Tier III Municipalities-continued**

#### **C. Review, Comment and Action Regarding Proposed Debt Obligations**

##### **Description of Relevant Provisions of C.G.S.:**

**Section 7-576d(b)(3):** The MARB shall be required to approve any debt service obligations issued in accordance with C.G.S. § 7-575 that are supported by a State special capital reserve fund (SCRF) and the issuance of refunding bonds by a majority vote, provided that five or more of the MARB members vote to approve such issuance (e.g. if seven MARB members are present, at least five must vote to approve). The MARB shall only approve such obligations which in its judgment improve the financial condition of the municipality. Notwithstanding any other provision of state statute, the MARB may approve and authorize the municipality's issuance of bonds with a term of no more than 40 years from the date of issuance. **Section 7-576d(b)(4):** The MARB shall review and comment on proposed debt obligations of the municipality not covered by C.G.S. § 7-575 prior to their issuance.

##### **Policies and Procedures**

1. The municipality shall, not later than 60 days prior to the issuance of proposed debt obligations, notify the MARB of its intent to issue bonds and include the following with such notice:
  - (a) the amount of the bonds to be issued and for what purpose and, if refunding bonds, a listing of the bonds to be refunded;
  - (b) the projected debt service payments and the assumptions related to such projections;
  - (c) an indication if the municipality is seeking to have some or all of the bonds supported by the SCRF;
  - (d) with respect to refunding bonds, a comparison of the anticipated effects of the proposed refunding with the current debt service payment schedule and alternative schedules and terms;
  - (e) for bonds proposed to be supported by the SCRF, the projected SCRF impact on the cost of issuance;
  - (f) documentation of the municipality's authorization of the issuance of such bonds, including, but not limited to, a certified copy of the resolution or ordinance of the municipality authorizing the issuance of such bonds and the opinion of nationally recognized bond counsel as to the due authorization of the issuance of such bonds; and
  - (g) any other information and documentation required or requested by the MARB within 10 days of its receipt of the notice.
2. Following the receipt of the notice, the MARB or its designated representatives, including any financial advisors and bond counsels engaged by the MARB or the State, shall meet with the chief elected official or chief executive officer and its treasurer or finance director to review the proposed debt issuance. The municipality shall make municipality's financial advisor and bond counsel available to the MARB or its representatives as part of this review.
3. With respect to refunding bonds or SCRF supported bonds, within 30 days of the receipt of all of the information required in regard to item 1 above, the MARB shall adopt a resolution either approving or disapproving such issuance, in accordance with the Act. Any vote to approve must receive at least five votes. If disapproved, the MARB shall provide the reasons for such disapproval.

4. With respect to any non-refunding or non-SCRF supported bonds, within 30 days of the receipt of the information required in item 1., above, the MARB may, based on its review of the proposed issuance, adopt a resolution providing its comments and any recommendations in regard to the issuance.
5. Any such resolution related to either item 3 or 4., above, shall be transmitted to the local chief elected official and to the local legislative body within two days of its adoption.

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### **III. Policies and Procedures Related to Designated Tier III Municipalities-continued**

#### **D. Review and Comment Regarding Municipal and Board of Education Contracts**

##### **Description of Relevant Provisions of C.G.S:**

**Section 7-576d(b)(5):** The MARB may require that the municipality or its board of education notify the board of any or all municipal or board of education contracts that exceed: (A) \$50,000 for municipalities with a resident population under 70,000, or (B) \$100,000 for municipalities with a resident population of 70,000 or more, not less than 30 days prior to execution of such contract, for board review and comment regarding such proposed contract. The MARB shall consult with any designated municipality and its board of education, to implement this provision.

##### **Policies and Procedures**

1. Prior to the execution of a contract over \$50,000 (for municipalities under 70,000 population) or over \$100,000 (for municipalities over 70,000 in population), the municipality or its board of education shall submit to the MARB, for its review, a summary of the contract which shall indicate the parties to the contract, the amount of the contract, the proposed term of the contract, a brief summary of the purpose of the contract, the date and method of solicitation (eg. Request for Proposal, invitation to bid, quotes, sole source), number of responses to the solicitation, and brief description of evaluation criteria. If a non-competitive selection process is used, the summary information shall also include a brief explanation of the rationales and basis for a non-competitive process, and the applicable rules of ethics and conflict of interest rules applied.
2. This policy shall apply to contracts for the purchase of supplies, equipment, materials, services or real estate and to contracts for the sale or lease of municipal assets. The policy shall not apply to grant agreements, intergovernmental agreements, purchases made through collective purchasing agreements, employment agreements, agreements for tax incentives or abatements, or other economic development agreements.
3. This policy shall apply to contracts funded substantially from the municipality's or board of education's operating budget. This policy shall not apply to contracts funded by grants received from third parties, capital project funds or other non-operating funds.
  - a. The municipality or its board of education shall provide copies of contracts that are excluded by this policy when requested by the MARB.

### **III. Policies and Procedures Related to Designated Tier III Municipalities-continued**

#### **E. Review and Action Regarding Employee Collective Bargaining Agreements**

##### **Description of Relevant Provisions of C.G.S.:**

**Section 7-576d(b)(6):** The MARB, with respect to any proposed employee collective bargaining agreement or amendments negotiated pursuant to sections 7-467 to 7-477 or section 10-153d of the General Statutes, shall have the same opportunity and authority to approve or reject, on not more than two occasions, collective bargaining agreements or amendments as is provided to the legislative body of such municipality.

##### **Policies and Procedures**

1. Twice annually, in December and June, the municipality and its Board of Education shall provide the MARB with a list of their employee collective bargaining agreements, providing the following for each agreement: (a) the name of the parties to the agreement; (b) the start and termination date of the agreement and (c) whether such agreement is in negotiations, mediation or arbitration. The municipality and its Board of Education shall provide any additional information requested by the MARB in regard to these agreements.
2. With respect to municipal collective bargaining agreements or amendments agreed to by the parties pursuant to sections 7-467 to 7-477 of the General Statutes, the municipality's bargaining representative shall submit such agreement or amendment and the same request for funds and approvals required to be submitted to the local legislative body under Section 7-474(b) of the general statutes to the MARB within 14 days of the date that such agreement or amendment was agreed to by the parties. This requirement shall also apply to collective bargaining agreements negotiated by boards of education pursuant to Sections 7-467 to 7-477 of the General Statutes. If this request is rejected by either the MARB or the local legislative body, the matter shall be returned to the parties for further bargaining. Such request shall be considered approved unless either or both the legislative body or the MARB reject such request within thirty days of the end of the fourteen-day period for submission to the MARB and legislative body. The MARB shall offer the parties the opportunity to make a presentation to it prior to any action regarding the submitted request. The MARB may approve or reject such requests on no more than two occasions and shall indicate the reasons for any vote to reject.
3. With respect to board of education collective bargaining agreements reached pursuant to Section 10-153d of the general statutes, the municipality's board of education shall file a signed copy of any proposed collective bargaining contract with the municipality's town clerk, with the Commissioner of Education and the MARB. Upon receipt of a signed copy of such contract the clerk of municipality shall give public notice of such filing. The terms of such contract shall be binding on the legislative body, unless either such body or the MARB rejects such contract at a regular or special meeting called and convened for such purpose within thirty days of the filing of the contract. The MARB shall offer the parties the opportunity to make a presentation to it prior to any action regarding the proposed contract. If the legislative body or the MARB rejects the contract, the parties shall commence the arbitration process, in accordance with the provisions of subsection (c) of section 10-153f, on the fifth day next following the rejection. The MARB may approve or reject such contracts on no more than two occasions and shall indicate the reasons for any vote to reject.



### **III. Policies and Procedures Related to Designated Tier III Municipalities-continued**

#### **F. Review and Action Regarding Collective Bargaining Binding Arbitration Awards**

##### **Description of Relevant Provisions of C.G.S.:**

**Section 576d(b)(7)(A):** The MARB shall be provided with the same opportunity and authority to reject, on not more than two occasions, a municipal employee collective bargaining arbitration award as is provided to the legislative body of the municipality in subdivision (12) of subsection (d) of section 7-473c of the general statutes and to provide a written statement to the State Board of Mediation and Arbitration in accordance with that section.

**Section 7-576d(b)(7)(B):** The MARB shall be provided with the same opportunity and authority to reject, on not more than two occasions, a board of education employee collective bargaining arbitration award as is provided to the legislative body of the local school district or municipality in subdivision (7) of subsection (c) of section 10-153f of the general statutes and to provide a written statement to the Commissioner of Education and to the exclusive representative of the administrators unit as is required in said section. This provision shall not be construed to apply to an arbitration award to which a teacher's unit is a party.

##### **Policies and Procedures**

1. The municipality shall notify the MARB of any arbitration award issued in accordance with the provisions of Section 7-473c of the general statutes and provide a copy to the MARB of such award within two days of its receipt of such award. Within 25 days of the municipality's receipt of an arbitration award, either the MARB, by a majority vote, or the legislative body of the municipality, by a two-thirds majority vote of the members of such legislative body present, may reject the award of the arbitrators or single arbitrator at a regular or special meeting called and convened for such purpose. Within ten days after such rejection, the MARB or its authorized representative shall be required to state, in writing, as would the local legislative body if it rejects the award, the reasons for such vote and shall submit such written statement to the State Board of Mediation and Arbitration and the municipal employee organization. Within ten days after receipt of any such notice, the municipal employee organization shall prepare a written response to such rejection and shall submit it to the MARB, the legislative body and the State Board of Mediation and Arbitration. The MARB may approve or reject such awards on no more than two occasions and shall indicate the reasons for any vote to reject.
2. The municipality's Board of Education shall notify the MARB of any arbitration award issued in accordance with the provisions of Section 10-153f of the general statutes and provide a copy of such award within two days of its receipt of such award. Within 25 days of the Board of Education's receipt of an arbitration award related to an administrator's unit issued pursuant to this section, either the MARB, by a majority vote, or the legislative body of the municipality, by a two-thirds majority vote of the members of such legislative body present, may reject the award of the arbitrators or single arbitrator at a regular or special meeting called and convened for such purpose. Within ten days after a rejection of an administrator's unit award, the MARB or its authorized representative shall be required to state, in writing, as would the local legislative body if it rejects, the reasons for such vote and shall submit such written statement to the State Commissioner of Education and the exclusive representative for the administrator's unit. Within ten days after receipt of such notice, the exclusive representative for the administrator's unit shall prepare a written response to such rejection and shall submit it to the MARB, the legislative body and the Commissioner of Education. The MARB may approve or reject such awards on no more than two occasions and shall indicate the reasons for any vote to reject. With respect to arbitration awards for teacher's units, the MARB may pass a resolution with any recommendations, issues or concerns it has with respect to any award and shall transmit such resolution to the legislative body, the Board of Education and the exclusive representative for the teacher's unit.

### **III. Policies and Procedures Related to Designated Tier III Municipalities-continued**

#### **G. Submittal, Review and Approval of Five-Year Financial Plan**

##### **Description of Relevant Provisions of C.G.S.**

**Section 7-576b(b):** Municipalities shall submit a five-year financial plan<sup>5</sup> for the MARB’s review and approval. (Note: This provision applies to designated Tier II, III and IV municipalities)

##### **Policies and Procedures**

1. Not later than forty-five days after its designation as a Tier III municipality and, thereafter, with the submittal of the recommended annual budget in accordance with Section III.A.1. of these Policies and Procedures, the local chief elected official or chief executive officer shall submit to the MARB, in a format to be determined by the MARB, a five-year financial plan, the first year of which shall be for the fiscal year commencing on the upcoming July 1 date. The plan shall also include the budget and projected revenues and expenditures for the current fiscal year.
2. Each five-year financial plan shall provide for the:
  - (a) elimination of any fund balance deficits in the general fund;
  - (b) elimination of deficits in all funds, including any capital, internal service, special revenue and enterprise funds;
  - (c) balancing of the operating funds for each year of the plan;
  - (d) estimation of the amount of bonds or notes to be issued by the city and debt service requirements;
  - (e) projected impacts on long-term liabilities, including those associated with employee pensions, other post-employment benefits and debt; and
  - (f) assumptions on which revenue and expenditure projections in the plan are based are based.
3. Expenditure and revenue projections in the plan shall be in a format determined by the MARB in consultation with the municipality. Expenditures shall be presented at no higher than the department level, with major expenditures for items such as pensions, debt service, active and retiree health insurance and other areas to be broken out separately. Revenues shall be provided by line-item, with appropriate consolidations for smaller and like line-items.
4. The MARB and the chief elected official or chief executive officer shall meet to review the recommended financial plan and the chief elected official or chief executive officer and municipal staff shall provide such information as the MARB and its staff may reasonably require to analyze the assumptions and projections utilized.
5. If the plan is disapproved or, if the MARB has not approved the plan prior to July 1 of the first year of the plan, the MARB shall indicate the reasons for such disapproval or non-approval.

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### **III. Policies and Procedures Related to Designated Tier III Municipalities-continued**

#### **H. Monitoring the Annual Budget and Five-Year Plan & Financial Condition & Needs**

##### **Description of Relevant Provisions of C.G.S.:**

**Section 7-576d(b)(8):** The MARB shall monitor the municipality's compliance with the five-year financial plan<sup>6</sup> and annual budget and recommend that the municipality make such changes as are necessary to ensure budgetary balance in such plan and budget. In this regard, the municipality shall submit monthly financial reports, in a manner prescribed by the MARB. (Section 7-576b(b))

**Section 7-576d(b)(10):** the MARB may obtain information on the financial condition and financial needs of any such municipality and its board of education.

**Section 7-576d(c):** The municipality and each of its administrative units, including its board of education, shall supply the board with such financial reports, data, audits, statements and any other records or documentation as the board may require to exercise its powers and to perform its duties and functions. Such reports may include, but shall not be limited to, (1) proposed budgets, (2) monthly reports of the financial condition of the municipality, (3) the status of the municipality's current annual budget and progress under its financial plan for the then current fiscal year, (4) estimates of the operating results for all funds or accounts to the end of the then current fiscal year, (5) pension plan and debt projections, (6) statements and projections of general fund cash flow reserves, (7) the number of municipal employees on the municipal payroll, and (8) debt service requirements of bonds and notes for the following month.

##### **Policies and Procedures**

1. Not later than 30 days after the end of each month, the municipality shall submit to the MARB a monthly financial report in regard to the annual budget, which report shall contain budgeted, year-to-date and projected year-end revenues and expenditures, in a format determined by the MARB, in consultation with the municipality. Expenditures shall be presented at no higher than the department level, with major expenditures for items such as pensions, debt service, active and retiree health insurance and other areas to be broken out separately. Revenues shall be provided by line-items, with appropriate consolidations for smaller and like line-items. A sample format for monthly reports is located on OPM's web-site. The municipality shall appear before the MARB, as requested by the MARB, to review these reports and other matters affecting the municipality's fiscal condition.
2. At such times as determined by the MARB, but not less than once during each fiscal year, the municipality shall provide the MARB with updated projections of revenues and expenditures of the second and third years of the five-year financial plan and a report on the status of major elements of such plan and appear before the MARB to review these matters.
3. Not less than annually, the municipality shall provide information as requested by the MARB in regard to its long-liabilities, including, but not limited to, those related to debt, pensions, and other post-employment benefit benefits and shall appear before the MARB, as requested, to review this information.
4. The MARB or one of its committees shall annually review with the municipality's chief executive officer and chief financial officer the annual independent audit of such municipality and any findings contained therein.
5. The MARB may, by resolution, recommend that the municipality make such changes as the MARB determines are necessary to ensure budgetary balance in the municipality's annual budget and financial plan or to improve

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the short and long-term financial condition of a municipality and require that the municipality's chief executive officer, by the date indicated, submit a written report regarding the status of the MARB's recommendations and the remedial actions taken by the municipality to improve its financial condition. The municipal chief executive officer shall appear before the MARB to review the report.

6. Not later than forty-five days after its designation as a Tier III municipality, the local chief elected official or the chief executive officer shall submit to the MARB copies of all of the municipality's written financial policies and procedures.

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### **III. Policies and Procedures Related to Designated Tier III Municipalities-continued**

#### **I. Review and Recommendations Regarding Municipal Efficiency and Productivity**

##### **Description of Relevant Provisions of C.G.S.:**

**Section 7-576d(b)(9):** The MARB shall recommend that the municipality and its board of education implement measures relating to the efficiency and productivity of their operations and management as the board deems appropriate, to reduce costs and improve services so as to advance the purposes of the Act. Such recommendations may include, but shall not be limited to, policies and procedures for the responsible use of municipal and board of education credit and purchasing cards, vehicles and other municipal and board of education property and resources.

**Section 7-576d(b)(11):** The MARB, in consultation with the municipality, may retain such staff and hire consultants experienced in the field of municipal finance, municipal law, governmental operations and administration or governmental accounting as it deems necessary or desirable for accomplishing its purposes. **According to Section 7-576d(a),** these expenses of the board related to its work with designated tier III or IV municipalities, may, following consultation with such municipalities, be charged to such municipalities by the MARB and may be paid from the proceeds of any deficit obligation or debt restructuring bonds.

**Section 7-576d(b)(12):** The MARB may require the municipality and its board of education to apply LEAN practices and principles, and to participate in efforts to establish common strategies and goals and to organize around collective impacts for the municipality, such municipality's residents, businesses and employees, to result in an improved fiscal sustainability and municipal vitality.

**Section 7-576d(b)(13):** The MARB may consult with federal, state, quasi-public and nongovernmental agencies to accomplish its purposes.

##### **Policies and Procedures**

1. The MARB shall review and work with the municipality and its board of education to seek efficiencies and savings in regard to its operations and major areas of short and long-term term costs and liabilities and may hire retain such staff and consultants as it deems necessary to accomplish its purposes.

## ***IV. Policies and Procedures Related to Designated Tier IV Municipalities***

### **A. Review and Approval of Municipality's Annual Budget**

#### **Description of Relevant Provisions of C.G.S.:**

**Section 7-576e(a)(3)(i):** To review and approve or disapprove the municipality's annual budget, including, but not limited to, the general fund, other governmental funds, enterprise funds and internal service funds. No annual budget, annual tax levy or user fee for the municipality shall become operative until it has been approved by the board. If the board disapproves any annual budget, not later than the May twenty-first prior to the beginning of the new fiscal year, the board shall specify the reasons for such disapproval and shall provide the legislative body until the June fifteenth prior to the beginning of the new fiscal year to resubmit the annual budget in accordance with this section. If the legislative body has not adopted a budget by such June fifteenth date or its resubmitted annual budget is not approved by the board, the board shall adopt an interim budget and establish a tax rate and user fees. Such interim budget shall take effect at the commencement of the fiscal year and shall remain in effect until the municipality submits and the board approves a modified budget. Notwithstanding any provision of the general statutes, or any public or special act, local law, charter or ordinance or resolution, a municipality may approve a modified budget pursuant to this section after any applicable deadline for such adoption has passed.

**Section 7-576e(a)(4)(B):** To require its review, approval, disapproval or modification of the budget of the board of education for the municipality on a line-item basis and to require the board of education to submit to it any budget transfers .... The board shall consult with such municipality and the board of education of such municipality, as applicable, to establish policies and procedures for the implementation of the provisions of subparagraphs (A) and (B) of this subdivision.

#### **Policies and Procedures**

#### **NEW:**

1. At the same time that the superintendent of schools submits his or her recommended education budget to the local board of education, an electronic version of such recommended budget shall be submitted to the MARB.
2. At the same time that the local chief elected official or chief executive officer submits his or her recommended budget to the local legislative body, an electronic version of such recommended budget shall be submitted to the MARB. The submitted recommended annual budget shall include the municipality's general fund, capital fund budget and any enterprise, special revenue fund, or internal service fund budgets developed by the municipality or required by local charter or ordinance.
3. An updated 5-Year Plan shall be submitted by the municipality with its recommended budget. The recommended budget shall not be considered to have been submitted unless it is accompanied by the updated 5-Year Plan.
4. The format of the municipal and education budgets shall be determined by the MARB, but shall include, at a minimum, the following:
  - a. Prior year actuals, current year adopted budget, current year revised budget, current year projections, and the recommended budget for the upcoming fiscal year for the following:

- i. Revenues at an object level
    - ii. Expenditures at an object level
  - b. Explanation of the major assumptions used to develop the budget
  - c. Summary of major grants and other supplemental sources of revenues supporting the budget
5. The content of the 5-Year Plan shall comply with the Guidelines for 5-Year Financial Plan detailed in Appendix A\_of these Policies and Procedures.
6. The MARB, or one of its subcommittees, and the chief elected official or chief executive officer, and the superintendent of schools, shall meet to review the recommended budget. The chief elected official or chief executive officer and the superintendent of schools shall provide such information as the MARB and its staff may reasonably require to analyze the assumptions and projections utilized, including, but not limited to, revenue estimates, expenditure estimates, staffing and service levels, employee and retiree benefits, and debt service.
7. The MARB shall approve or disapprove the education and the municipal annual budget. If the board disapproves either budget, it shall provide the municipality or board of education with its reasons for disapproval by May 21<sup>st</sup><sup>7</sup>.
8. In the event that the MARB disapproves the municipality or education budget, the municipality or board of education shall have until June 15<sup>th</sup><sup>8</sup> to resubmit a budget that responds to the MARB's reasons for disapproval. A budget resubmitted by the municipality shall have been approved by the local budget adoption authority. The MARB shall act on the resubmitted budget as soon as is practicably possible. If the municipality does not resubmit its budget by June 15<sup>th</sup>, or if the resubmitted budget is not approved by the MARB, the MARB shall adopt an interim budget and adopt a tax rate and user fees. An interim budget adopted by the MARB shall take effect with the commencement of the fiscal year.
  - a. In the event that an interim budget is adopted by the MARB, the municipality may resubmit to the MARB a budget to replace the interim budget. Any budget resubmitted by the municipality to replace the interim budget shall have been approved by the local budget adoption authority.
  - b. If the MARB approves a budget submitted to replace the interim budget, such budget shall take effect on a date to be established when such action is taken by the MARB.
  - c. An interim budget adopted by the MARB shall remain in effect unless and until a replacement budget is submitted by the municipality and approved by the MARB.
9. No annual budget, annual tax levy or user fee for the municipality shall become operative until it has been approved by the board.

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<sup>7</sup> C.G.S. § 7-576e(a)(3)(i)

<sup>8</sup> *Id.*

## ***IV. Policies and Procedures Related to Designated Tier IV Municipalities***

### **B. Review, Approval and Authorization of Debt Obligations**

#### **Description of Relevant Statute:**

##### **Section 7-576e(a)(3)(ii)**

To review and approve all bond ordinances and bond resolutions of the municipality.

##### **Section 7-576e(a)(6)**

To approve and authorize the issuance of obligations under section 7-575, including, with regard to a designated tier IV municipality otherwise ineligible to issue such obligations, for the purposes of issuing general obligations for purposes of deficit financing, addressing pension liabilities in accordance with section 7-374c, debt restructuring and other purposes allowed for which municipal obligations are authorized by the general statutes.

##### **Section 7-576e(b)**

Notwithstanding the provisions of section 7-370c, or any other public or special act, local law or charter, or ordinance or resolution, which limits or imposes conditions on the date of the first maturity of, or the due date of the first sinking fund payment for, or on the amount of any principal or any principal and interest installments on, or sinking fund payment deposit for, refunding bonds issued by any municipality, the board may authorize a designated tier IV municipality to issue refunding bonds for which the provisions of section 7-371 regarding such limitations shall not apply, regardless of whether or not such refunding bonds achieve net present value savings, as described in section 7-370c, with respect to the refunded bonds. The board shall only approve the issue of such refunding bonds upon a determination that, in its judgment, the issue of such bonds will improve the financial condition of such municipality.

##### **Section 7-576e(c)**

Notwithstanding the provisions of section 7-370c or 7-371, or any other public or special act, local law or charter, or ordinance or resolution, which limits or imposes conditions on the final maturity of, or the due date of the last sinking fund payment for, bonds issued by any municipality, the board may authorize a designated tier IV municipality to issue bonds for which the last installment of any series of such bonds shall mature, or the last sinking fund payment for such series of bonds shall be due, not later than forty years from the date of issue of such bonds. The board shall only approve the issuance of such bonds upon a determination that, in its judgment, such issuance will improve the financial condition of such municipality.

1. The municipality shall, not later than 60 days prior to the issuance of proposed debt obligations, including any obligations to be issued pursuant to sections 7-576e(a)(6), 7-576e(b) or 7-576e(c) of the General Statutes, notify the MARB of its intent to issue bonds and include the following with such notice:
  - (a) the amount of the bonds to be issued and for what purpose and, if refunding bonds, a listing of the bonds to be refunded;
  - (b) the projected debt service payments and the assumptions related to such projections;
  - (c) an indication if the municipality is seeking to have some or all of the bonds supported by the SCRF;
  - (d) with respect to refunding bonds, a comparison of the anticipated effects of the proposed refunding with the current debt service payment schedule and alternative schedules and terms;



- (e) for bonds proposed to be supported by the SCRF, the projected SCRF impact on the cost of issuance;
  - (f) an indication if the municipality seeking to issue some or all of the obligation pursuant to section 7-576e(a)(6), 7-576e(b) or 7-576e(c) of the General Statutes;
  - (g) documentation of the municipality's authorization of the issuance of such bonds, including, but not limited to, a certified copy of the resolution or ordinance of the municipality authorizing the issuance of such bonds and the opinion of nationally recognized bond counsel as to the due authorization of the issuance of such bonds; and
  - (h) any other information and documentation required or requested by the MARB within 10 days of its receipt of the notice.
2. Following the receipt of the notice, the MARB or its designated representatives, including any financial advisors and bond counsels engaged by the MARB or the State, shall meet with the chief elected official or chief executive officer and its treasurer or finance director to review the proposed debt issuance. The municipality shall make municipality's financial advisor and bond counsel available to the MARB or its representatives as part of this review.
  3. Within 30 days of the receipt of all of the information required in regard to item 1 above, the MARB shall adopt a resolution either approving or disapproving such issuance. If disapproved, the MARB shall provide the reasons for such disapproval.
  4. Any such resolution related to item 3 above, shall be transmitted to the local chief elected official and to the local legislative body within two days of its adoption.
  5. No bond ordinance or bond resolution shall be deemed to have been authorized until it has been approved by the MARB.

## ***IV. Policies and Procedures Related to Designated Tier IV Municipalities***

### **C. Monitoring the Annual Budget and 5-Year Financial Plan**

#### **Description of Relevant Statute:**

##### **Section 7-576e(a)(3)(iii)**

To monitor compliance with the municipality's five-year financial plan and annual budget and require that the municipality make such changes as are necessary to ensure budgetary balance in such plan and budget. **7-576b(b)**

#### **Policies and Procedures**

##### **NEW:**

1. Not later than 30 days after the end of each month, the municipality shall submit to the MARB a monthly financial report in regard to the annual budget, which report shall contain budgeted, year-to-date, and projected year-end revenues and expenditures, in a format determined by the MARB, in consultation with the municipality. Expenditures shall be presented at no higher than the department level, with major expenditures for items such as pensions, debt service, active and retiree health insurance and other areas to be broken out separately. Revenues shall be provided by line-items, with appropriate consolidations for smaller and like line-items. A sample format for monthly reports is located on OPM's web-site. The municipality shall appear before the MARB, as requested by the MARB, to review these reports and other matters affecting the municipality's fiscal condition.
2. At such times as determined by the MARB, but not less than once during each fiscal year, the municipality shall provide the MARB with updated projections of revenues and expenditures of the second through fifth years of the five-year financial plan and a report on the status of major elements of such plan and appear before the MARB to review these matters.
3. Not less than annually, the municipality shall provide information as requested by the MARB in regard to its long-term liabilities, including, but not limited to, those related to debt, pensions, and other post-employment benefit benefits and shall appear before the MARB, as requested, to review this information.
4. The MARB or one of its committees shall annually review with the municipality's chief executive officer and chief financial officer the annual independent audit of such municipality and any findings contained therein.
5. The MARB may, by resolution, recommend that the municipality make such changes as the MARB determines are necessary to ensure budgetary balance in the municipality's annual budget and financial plan or to improve the short and long-term financial condition of a municipality and require that the municipality's chief executive officer, by the date indicated, submit a written report regarding the status of the MARB's recommendations and the remedial actions taken by the municipality to improve its financial condition. The municipal chief executive officer shall appear before the MARB to review the report.

6. Not later than forty-five days after its designation as a Tier III municipality, the local chief elected official or the chief executive officer shall submit to the MARB copies of all of the municipality's written financial policies and procedures.

#### ***IV. Policies and Procedures Related to Designated Tier IV Municipalities***

##### **D. Review and Action Regarding Collective Bargaining Agreements**

**Description of Relevant Statute:**

**Section 7-576e(a)(3)(iv)**

To approve or reject all collective bargaining agreements for a new term, other than modifications, amendments or reopening of an agreement, to be entered into by the municipality or any of its agencies or administrative units, including the board of education. If it rejects an agreement, the board shall indicate the specific provisions of the proposed agreement present or missing which caused the rejection, as well as its rationale for the rejection. The board may indicate the total cost impact or savings that are acceptable in a new agreement. At any time during negotiations and prior to reaching any agreement, or a modified agreement, the parties, by mutual agreement, may request guidance from the board as to the level and areas of savings that may be acceptable to the board in a new agreement. Following any rejection of a proposed collective bargaining agreement, the parties to the agreement shall have ten days from the date of the board's rejection to consider the board's concerns and propose a modified agreement. After the expiration of such ten-day period, the board shall approve or reject any such modified agreement. If the parties have been unable to reach a modified agreement or the board rejects such modified agreement, the board shall impose binding arbitration on the parties, in accordance with clause (v) of this subdivision, to arbitrate issues identified by the board as the cause for such inability or rejection. In establishing the issues to be arbitrated, as well as in deciding to reject a proposed agreement, the board shall not be limited to matters raised or negotiated by the parties.

Also, to approve or reject all modifications, amendments or reopeners to collective bargaining agreements entered into by the municipality or any of its agencies or administrative units, including the board of education. If it rejects a modification, amendment or reopener to an agreement, the board shall indicate the specific provisions of the proposed modification, amendment or reopener which caused the rejection, as well as its rationale for the rejection. The board may indicate the total cost impact or savings acceptable in a new modification, amendment or reopener. If the board rejects a proposed amendment or reopener to a collective bargaining agreement, the parties to the agreement shall have ten days from the date of the board's rejection to consider the board's concerns and put forth a revised modification, amendment or reopener. After the expiration of such ten-day period, the board shall approve or reject any revised modification, amendment or reopener amendment. If the parties are unable to reach a revised modification, amendment or reopener or the board rejects such revised modification, amendment or reopener, the board shall impose binding arbitration upon the parties in accordance with clause (v) of this subdivision. The issues to be arbitrated shall be those identified by the board as causing such inability or rejection. Prior to the board acting on any such modification, amendment or reopener, the parties shall have an opportunity to make a presentation to the board.

**NEW:**

1. Twice annually, in December and June, the municipality and its Board of Education shall provide the MARB with a list of their employee collective bargaining agreements, providing the following for each agreement: (a) the name of the parties to the agreement; (b) the start and termination date of the agreement and (c) whether such agreement is in negotiations, mediation or arbitration. The municipality and its Board of Education shall provide any additional information requested by the MARB in regard to these agreements.
2. The municipality or its board of education shall submit to the MARB for its approval any collective bargaining agreement for a new term, or any collective bargaining agreement modification, amendment or reopener within 14 days of the date that such agreement or amendment was agreed to by the parties. The municipality or Board of Education submitting a collective bargaining agreement, modification, amendment, or reopener for approval, shall provide the MARB with a summary of the agreement, a fiscal impact analysis of the provisions of the agreement including detailed salary and step analysis, a comparison to provisions in similar agreements in comparable municipalities, and other such data as may reasonably be requested by the MARB.
3. The MARB may approve or reject a proposed agreement.
  - a. If the MARB rejects an agreement, the board shall indicate the provisions causing the rejection and its rationale. Following rejection, the parties to the proposed agreement will have 10 days to propose a revised agreement.
  - b. Following the 10-day period, the MARB may approve or reject the revised agreement. Prior to taking action on the revised agreement, the parties shall be provided an opportunity to make a presentation to the board
  - c. If the Board rejects the revised agreement, or if the parties are unable to reach a revised agreement, the MARB shall impose binding arbitration on the parties to arbitrate issues raised by the board (in accordance with the following item IV.E)
  - d. If the MARB rejects a modified agreement, or otherwise imposes binding arbitration due to the parties being unable to reach a modified agreement, the MARB shall adopt a resolution establishing the issues to be arbitrated. When establishing the issues to be arbitrated, the MARB shall not be limited to matters raised or negotiated by the parties
4. Any collective bargaining agreement subject to MARB approval shall not take effect until the MARB has approved the agreement.

## ***IV. Policies and Procedures Related to Designated Tier IV Municipalities***

### **E. Actions Regarding Imposing or Rejecting Binding Arbitration**

#### **Description of Relevant Statute:**

##### **Section 7-576e(a)(3)(v)**

Except as otherwise provided in this subdivision, with respect to collective bargaining agreements of the municipality or any of its agencies or administrative units, including, but not limited to, the board of education, that are in or are subject to binding arbitration, the board shall have the power to impose binding arbitration upon the parties any time after the seventy-fifth day following the commencement of negotiations or to reject any arbitration award pending municipal or board of education action pursuant to section 7-473c or 10-153f on the date the board is established. If, upon the date of a municipality's designation as a tier IV municipality, the parties are in binding arbitration, or if the board rejects a pending arbitration award, the board shall immediately replace any established binding arbitration panel with an arbitrator selected in accordance with this section. If the board imposes binding arbitration or replaces an existing binding arbitration panel, it shall do so with an arbitrator selected by the Governor from a list of three potential arbitrators approved by and submitted to the Governor by the board. Such list of potential arbitrators shall include former judges of the state or federal judicial systems or other persons who have experience with arbitration or similar proceedings. Prior to the Governor's selection of an arbitrator, the parties may provide recommendations for such selection to the board. The board shall not be limited to selecting arbitrators from those recommended by the parties. The board may reduce the time limits in the applicable provisions of the general statutes or any public or special acts governing binding arbitration by one-half. In imposing such arbitration or in replacing an arbitration panel, the board shall not be limited to consideration and inclusion in the collective bargaining agreement of the last best offers or the matters raised by or negotiated by the parties provided the board shall indicate reasons for raising any matters not negotiated by the parties. The board shall be given the opportunity to make a presentation before the arbitrator. In addition to any statutory factors that shall be considered by the arbitrator with respect to proposed municipal or board of education collective bargaining agreements, the arbitrator shall give highest priority to the short and long-term fiscal exigencies that resulted in the municipality's designation as a tier IV municipality. Not later than ten days after the issuance of any of the arbitrator's decisions on the matters subject to such binding arbitration, the board may request reconsideration of one or more of such decisions and state its position as to the impact of such decisions on the short and long-term fiscal sustainability of the municipality. Not later than five days after the board's request for such reconsideration, the parties may submit comments to the arbitrator in response to the board's stated position. Not later than thirty days following the board's request for such reconsideration, the arbitrator, based on the record of the arbitration, may either modify or maintain the original arbitration decisions. The arbitrator's decisions shall be binding upon the parties. With respect to collective bargaining agreements negotiated pursuant to section 10-153d and arbitration awards issued pursuant to section 10-153f, the provisions of this subdivision shall not apply until the board has rejected such agreement or award pursuant to subdivision (7) of subsection (b) of section 7-576d on two occasions.

#### **Policies and Procedures**

NEW:

1. The municipality or its board of education shall notify the MARB any time negotiation of a collective bargaining agreement has commenced. Such notification shall be provided to the MARB within two business days of the commencement of negotiations.

2. The MARB may, any time after the 75th day following the commencement of negotiations of a collective bargaining agreement, impose binding arbitration.
3. If the MARB rejects a proposed collective bargaining agreement, the parties shall have ten days to propose a modified agreement. If the parties fail to submit a modified agreement, or if the MARB rejects the modified agreement submitted, the MARB shall impose binding arbitration..
4. If the MARB rejects a binding arbitration award in accordance with the provisions of C.G.S. Section 7-576d(b)(7)(A) or 7-576d(b)(7)(B), or rejects an arbitration award pending at the time a municipality is designated as a Tier IV municipality, the MARB shall replace the established binding arbitration panel.
5. If the MARB imposes binding arbitration, or if the MARB replaces an established binding arbitration panel, it shall do so with an arbitrator selected as follows:
  - a. The MARB shall submit to the Governor a list of three potential arbitrators.
  - b. The parties may make recommendations to the MARB for potential arbitrators, but the board will not be limited to recommendations from the parties.
  - c. The potential arbitrators shall be former State or Federal judges, or others with arbitration or similar experience.
  - d. The arbitrator will be selected by the Governor from the list of potential arbitrators approved by the MARB.
5. If the MARB imposes binding arbitration, or if the MARB replaces an established binding arbitration panel, it shall adopt resolution establishing the issues to be arbitrated. When establishing the issues to be arbitrated, the MARB shall not be limited to the last best offers of, or matters raised or negotiated by, the parties. If the MARB raises matters not negotiated by the parties, the resolution shall indicate the reasons for raising such matters.
  - a. The MARB may reduce the time limits permitted for binding arbitration by one half. If the MARB opts to reduce the time limits for binding arbitration, it shall do so by resolution.
6. The MARB may make a presentation to the arbitrator.
7. The MARB shall have 10 days following the issuance of arbitrator's decisions, the MARB may request reconsideration of one or more such decisions and state its position regarding the impact of the decision(s). The parties may submit comment to the arbitrator regarding the MARB's 's request for reconsideration no later than 5 days after MARB's request.

## ***IV. Policies and Procedures Related to Designated Tier IV Municipalities***

### **F. Approval of Budget Transfers**

#### **Description of Relevant Statute:**

##### **Section 7-576e(a)(4)(A)**

To require its approval of proposed transfers of a municipality's appropriations in excess of fifty thousand dollars ... The board shall consult with such municipality and the Board of Education of such municipality, as applicable, to establish policies and procedures for the implementation of the provisions of subparagraphs (A) and (B) of this subdivision.

#### **Policies and Procedures**

##### **NEW:**

1. Prior to making any budget transfers in excess of \$50,000, the municipality or its Board of Education shall submit for MARB approval a request for such transfer. The request for a budget transfer shall include, at a minimum, the following:
  - a. Identification of the account(s) funds are to be transferred from and account(s) which funds are transferred to and the original budget and year-to-date expended and encumbered for each;
  - b. Explanation of the need for the transfer; and
  - c. Indication that sufficient funds are available for the remainder of the fiscal year in the accounts from which funds are being transferred.
2. The MARB shall approve or reject the requested transfer at its first scheduled meeting subsequent to the submittal of the request for transfer.
3. A budget transfer subject to this provision shall be deemed to have not been executed until it has been approved by the MARB.

STATE OF CONNECTICUT

Municipal Accountability Review Board (MARB) Policies and Procedures

**IV. Policies and Procedures Related to Designated Tier IV Municipalities**

**G. Appointment of a Financial Manager**

**Description of Relevant Statute:**

**Section 7-576e(a)(4)(C):**

To appoint a financial manager and delegate to such manager, in writing, such powers as the board deems necessary or appropriate for the purpose of managing the financial and administrative affairs of the municipality for the period of time during which the municipality is subject to the powers of the board provided the board may override any actions taken by such manager at any time and shall not delegate the powers enumerated under subdivisions (2), (3) and (5) to (7), inclusive, and (11) to (13), inclusive, of subsection (b) of section 7-576d, or subdivisions (1), (2) and (4) to (6), inclusive of this subsection.

**Policies and Procedures**

**NEW:**

1. The MARB may adopt a resolution to conduct a search for Financial Manager for the purpose of managing the financial and administrative affairs of the municipality. A resolution to conduct a search for a Financial Manager shall include a scope of work for the Financial Manager.
2. The search for a Financial Manager shall be in accordance with State policies and procedures regarding the acquisition of professional services.
3. The MARB shall approve the selection of a Financial Manager by adopting a resolution approving the proposed contract for the Financial Manager which shall include a scope of work and reporting requirements of the Financial Manager.
4. The responsibilities of the Financial Manager shall include, but not be limited to monitoring the City's compliance with Tier IV requirements and reporting to the MARB regarding the City's compliance.
5. The MARB may, from time to time, delegate certain board powers to the Financial Manager, provided the MARB shall not delegate the excluded powers enumerated in Section 7-576e(a)(4)(C) of the General Statutes.
6. The delegation of any board powers shall be by resolution.
  - a. For any board power(s) delegated to the Financial Manager, the resolution authorizing such delegation shall specify the duration for which the delegation of power(s) shall be in effect, provided the MARB may override any actions taken by such manager.



STATE OF CONNECTICUT

Municipal Accountability Review Board (MARB) Policies and Procedures

***IV. Policies and Procedures Related to Designated Tier IV Municipalities—continued***

**H. Review and Approval of Municipal and Board of Education Contracts**

**Description of Relevant Statute:**

**Section 7-576e(a)(5)**

The board may require that the municipality or its board of education notify and submit to the board any or all municipal or board of education contracts that exceed (A) fifty thousand dollars for municipalities with a resident population under seventy thousand, or (B) one hundred thousand dollars for municipalities with a resident population of seventy thousand or more, not less than thirty days prior to execution of such contract, for the purpose of the board's review and approval of such contracts. The board shall establish policies and procedures, in consultation with any such municipality and such municipality's board of education, to implement the provisions of this subdivision.

**Policies and Procedures**

**NEW:**

1. Prior to execution of a contract over \$50,000 (for municipalities under 70,000 in population) or over \$100,000 (for municipalities over 70,000 in population), the municipality or its board of education shall submit to the MARB, for its review and approval, a summary of the contract which shall indicate the parties to the contract, the amount of the contract, the proposed term of the contract, a brief summary of purpose of the contract, the date and method of solicitation (e.g., RFP, invitation to bid, quotes, sole source), number of responses to the solicitation, and brief description of evaluation criteria. If a non-competitive selection process is used, the summary information shall also include a brief explanation of the rationale for a non-competitive process.
2. Change orders to contracts that have been previously approved by the MARB shall not require approval unless the change order, or the cumulative of multiple changes orders, increases the value of the underlying contract by more than 20%.
3. A change order to a contract that was not previously approved by the MARB due to not meeting the dollar threshold established in the statute will require MARB approval if the change order increases the total value of the contract, plus all change orders, to the threshold dollar value.
4. Contracts subject to this requirement shall include, but not be limited to, contracts for the purchase of supplies, equipment, materials, services, or real estate, contracts for the sale or lease of municipal assets, grant agreements, intergovernmental agreements, purchases made through collective purchasing agreements, employment agreements, agreements for tax incentives or tax abatements, and other economic development agreements.
5. A contract subject to MARB approval under these policies and procedures shall not be considered executed until it has been approved by the MARB.

**STATE OF CONNECTICUT**

**Municipal Accountability Review Board (MARB) Policies and Procedures**

6. A municipality may execute a contract that is subject to these provisions without MARB approval only in the case of emergency (for example, in instances for which a delay would cause a public safety, public health or environmental threat). In such instances, the municipality shall follow its local Charter, ordinances or policies related to emergency contracts, and shall notify the MARB as soon as practically possible.

DRAFT

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

UPDATED 8.31.22

	Prior Three Months Totals			Current Year Totals				Comparison	Estimated Year-End Totals				
	April 2022	May 2022	June 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>													
<b>5000 - Taxes</b>													
5000-1 - Current Taxes	17,038	22,828	8,648	5,801,039	5,836,401	35,362	101%	100%	5,836,401	5,801,039	35,362	101%	
5000-2 - Current Interest & Lien Fees	2,568	2,386	1,355	20,000	27,340	7,340	137%	108%	27,340	20,000	7,340	137%	
5000-3 - Prior Year Tax	3,248	3,979	1,691	125,000	104,267	(20,733)	83%	79%	104,267	125,000	(20,733)	83%	
5000-4 - Prior Year Interest/Lien Fees	1,879	1,251	1,293	35,000	32,993	(2,007)	94%	74%	32,993	35,000	(2,007)	94%	
5000-5 - Current Supp MV Tax	4,981	2,539	1,759	72,000	98,367	26,367	137%	92%	98,367	72,000	26,367	137%	
5000-6 - Firefighter Tax Abatement	-	-	-	(11,250)	1	11,251	0%	0%	(11,250)	(11,250)	-	100%	
5000-7 - PILOT Solar Farm	-	-	-	200,000	200,005	5	100%	100%	200,005	200,000	5	100%	
5000-8 - Tax & Applic. Refunds (contra)	-	(153)	-	-	(2,980)	(2,980)	100%	100%	(2,980)	-	(2,980)	100%	
5000-9 - Tax Overpymnts Ret'd (contra)	(29)	-	(100)	-	(806)	(806)	100%	100%	(806)	-	(806)	100%	
<b>Total 5000 - Taxes</b>	29,685	32,830	14,646	6,241,789	6,295,588	53,799	101%	100%	6,284,337	6,241,789	42,548	101%	
<b>5100 - State Grants-School</b>													
5100-1 - ECS - Assis. to Towns for Educ.	1,329,046	-	-	2,668,094	2,666,678	(1,416)	100%	100%	2,666,678	2,668,094	(1,416)	100%	
<b>Total 5100 - State Grants-School</b>	1,329,046	-	-	2,668,094	2,666,678	(1,416)	100%	100%	2,666,678	2,668,094	(1,416)	100%	
<b>5200 - State Grants-Local</b>													
5200-1 - Telecomm. Property Tax Grant	-	-	-	5,221	4,696	(525)	90%	106%	4,696	5,221	(525)	90%	
5200-10 - Judicial 10th Circuit Court	475	295	295	1,000	1,265	265	127%	34%	1,265	1,000	265	127%	
5200-11 - SLA - Emergency Mgmt. Agency	-	-	-	2,800	-	(2,800)	0%	0%	-	2,800	(2,800)	0%	
5200-13 - St. Police O/T	-	-	-	-	-	-	0%	0%	-	-	-	0%	
5200-14 - Town Aid Roads	-	-	-	152,349	152,160	(189)	100%	100%	152,160	152,349	(189)	100%	
5200-16 - Elderly & Disabled Transp Grant	-	-	-	8,543	5,695	(2,848)	67%	133%	5,695	8,543	(2,848)	67%	
5200-2 - Municipal Rev Sharing-Muni Proj	-	-	386,528	386,528	394,209	7,681	102%	0%	394,209	386,528	7,681	102%	
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	17,478	(1)	100%	67%	17,478	17,479	(1)	100%	
5200-6 - Veterans Tax Relief	-	-	-	1,876	1,728	(148)	92%	100%	1,728	1,876	(148)	92%	
5200-7 - Disability Exemption Reimb.	-	-	-	870	699	(171)	80%	77%	699	870	(171)	80%	
<b>Total 5200 - State Grants-Local</b>	475	-	392,649	582,822	592,208	9,386	102%	32%	592,208	582,822	9,386	102%	
<b>5300 - Local Revenues</b>													
5300-1 - Interest Income	573	1,531	1,422	3,000	5,621	2,621	187%	40%	5,621	3,000	2,621	187%	
5300-10 - Permit Fees, P&Z, Inland & Wetl	124	50	94	3,500	740	(2,760)	21%	59%	740	3,500	(2,760)	21%	
5300-13 - Landfill Receipts	1,027	1,208	4,032	23,000	17,613	(5,387)	77%	85%	17,613	23,000	(5,387)	77%	
5300-14 - Newsletter Ads	-	-	-	2,000	240	(1,760)	12%	73%	240	2,000	(1,760)	12%	
5300-15 - Marriage Licenses	-	16	16	150	192	42	128%	107%	192	150	42	128%	
5300-16 - Sportsmans Licenses	16	6	8	150	100	(50)	67%	65%	100	150	(50)	67%	
5300-17 - Farmland Preservation	111	99	90	950	1,077	127	113%	109%	1,077	950	127	113%	
5300-2 - Licenses,Burial, Crem, Pis, Liq	60	130	410	1,000	1,360	360	136%	336%	1,360	1,000	360	136%	
5300-3 - Building Inspector Fees	4,103	883	518	25,000	16,776	(8,224)	67%	197%	16,776	25,000	(8,224)	67%	
5300-4 - Dog License Fees	33	-	815	1,500	1,152	(348)	77%	36%	1,152	1,500	(348)	77%	
5300-5 - Sundry Receipts, faxes, etc	10	11	9	400	111	(289)	28%	47%	111	400	(289)	28%	
5300-6 - Recording Land Rec,maps, trade	1,589	1,597	1,564	10,000	19,210	9,210	192%	185%	19,210	10,000	9,210	192%	
5300-8 - Conveyance Tax	3,505	3,788	4,661	17,000	39,805	22,805	234%	254%	39,805	17,000	22,805	234%	
5300-9 - Copies	490	783	1,095	5,000	7,289	2,289	146%	106%	7,289	5,000	2,289	146%	
<b>Total 5300 - Local Revenues</b>	11,641	10,102	14,734	92,650	111,286	18,636	120%	157%	111,286	92,650	18,636	120%	
<b>5400 - Misc Revenues</b>													
5400-1 - Trans. Subsidy from SCRRA	-	-	-	2,000	-	(2,000)	0%	0%	-	2,000	(2,000)	0%	
5400-5 - Other Revenues	970	1,050	856	-	13,006	13,006	100%	100%	13,006	-	13,006	100%	
5400-6 - Waste Management	4,952	4,577	14,230	52,000	58,293	6,293	112%	81%	58,293	52,000	6,293	112%	
<b>Total 5400 - Misc Revenues</b>	5,922	5,627	15,086	54,000	71,299	17,299	132%	212%	71,299	54,000	17,299	132%	
<b>5500-3 - Resv. Dam Proj. - Prinp. S&amp;W</b>	-	-	-	45,000	45,000	-	100%	100%	45,000	45,000	-	100%	
<b>5500-4 - Resv. Dam Proj. - Int. W &amp; S</b>	-	-	-	23,508	22,055	(1,453)	94%	100%	22,055	23,508	(1,453)	94%	
<b>5800 - Transfer in of Capitalized Interest for Bond</b>	-	-	105,000	105,000	105,000	-	100%	0%	105,000	105,000	-	100%	
<b>Total Income</b>	1,376,769	48,559	542,115	9,812,863	9,909,114	96,251	101%	97%	9,897,863	9,812,863	85,000	101%	
<b>Gross Profit</b>	1,376,769	48,559	542,115	9,812,863	9,909,114	96,251	101%	97%	9,897,863	9,812,863	85,000	101%	

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

UPDATED 8.31.22

	Prior Three Months Totals			Current Year Totals				Comparison	Estimated Year-End Totals				
	April 2022	May 2022	June 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	3,023	3,023	4,534	40,804	40,809	5	100%	92%	40,809	40,804	5	100%	
6000-2 · Selectman 2	100	100	100	1,200	1,200	-	100%	92%	1,200	1,200	-	100%	
6000-3 · Selectman 3	100	100	100	1,200	1,200	-	100%	92%	1,200	1,200	-	100%	
6000-4 · Selectman Office Sup, Misc.	10	-	-	1,260	1,315	55	104%	90%	1,315	1,260	55	104%	
6000-5 · Selectman - Mileage	-	-	213	1,000	287	(713)	29%	0%	287	1,000	(713)	29%	
6000-6 · Selectman Executive Assistant	2,800	2,800	4,200	36,400	39,629	3,229	109%	93%	39,629	36,400	3,229	109%	
6000-7 · Stipend Add'l Brd Participation	-	-	-	-	-	-	0%	0%	-	-	-	0%	
<b>Total 6000 · Board of Selectmen</b>	<b>6,033</b>	<b>6,023</b>	<b>9,147</b>	<b>81,864</b>	<b>84,440</b>	<b>2,576</b>	<b>103%</b>	<b>91%</b>	<b>84,440</b>	<b>81,864</b>	<b>2,576</b>	<b>103%</b>	
<b>6005 · Elections</b>													
6005-1 · Election Salaries	178	218	816	6,409	4,300	(2,109)	67%	75%	4,300	6,409	(2,109)	67%	
6005-2 · Election Misc.	-	123	993	14,141	7,185	(6,956)	51%	77%	7,185	14,141	(6,956)	51%	
<b>Total 6005 · Elections</b>	<b>178</b>	<b>341</b>	<b>1,809</b>	<b>20,550</b>	<b>11,485</b>	<b>(9,065)</b>	<b>56%</b>	<b>76%</b>	<b>11,485</b>	<b>20,550</b>	<b>(9,065)</b>	<b>56%</b>	
<b>6010 · Board of Finance</b>													
6010-2 · BOF - Town Rpt, Sup.	-	-	228	188	228	40	121%	0%	228	188	40	121%	
<b>Total 6010 · Board of Finance</b>	<b>-</b>	<b>-</b>	<b>228</b>	<b>188</b>	<b>228</b>	<b>40</b>	<b>121%</b>	<b>0%</b>	<b>228</b>	<b>188</b>	<b>40</b>	<b>121%</b>	
<b>6011 · Auditing</b>	<b>1,750</b>	<b>-</b>	<b>-</b>	<b>23,200</b>	<b>17,250</b>	<b>(5,950)</b>	<b>74%</b>	<b>86%</b>	<b>17,250</b>	<b>23,200</b>	<b>(5,950)</b>	<b>74%</b>	
<b>6012 · Bookkeeper</b>													
6012-1 · Bookkeeper - Salary	2,205	1,993	3,168	28,777	29,745	968	103%	92%	29,745	28,777	968	103%	
6012-2 · Bookkeeper-Support	160	-	316	900	826	(74)	92%	59%	826	900	(74)	92%	
<b>Total 6012 · Bookkeeper</b>	<b>2,365</b>	<b>1,993</b>	<b>3,484</b>	<b>29,677</b>	<b>30,571</b>	<b>894</b>	<b>103%</b>	<b>91%</b>	<b>30,571</b>	<b>29,677</b>	<b>894</b>	<b>103%</b>	
<b>6015 · Assessors</b>													
6015-1 · Assessors, Salary	1,658	1,658	2,487	22,387	22,383	(4)	100%	92%	22,383	22,387	(4)	100%	
6015-4 · Assessors, Travel Expense	-	-	-	300	300	-	100%	100%	300	300	-	100%	
6015-5 · Assessors, Sch,Wrkshp, Seminars	-	-	-	100	-	(100)	0%	0%	-	100	(100)	0%	
6015-6 · Assess. Misc. Supplies, Postage	-	603	-	1,500	1,104	(396)	74%	114%	1,104	1,500	(396)	74%	
6015-7 · Assess. Map upds, Pric.Manuls	-	-	-	1,000	-	(1,000)	0%	0%	-	1,000	(1,000)	0%	
<b>Total 6015 · Assessors</b>	<b>1,658</b>	<b>2,261</b>	<b>2,487</b>	<b>25,287</b>	<b>23,787</b>	<b>(1,500)</b>	<b>94%</b>	<b>89%</b>	<b>23,787</b>	<b>25,287</b>	<b>(1,500)</b>	<b>94%</b>	
<b>6025 · Tax Collector</b>													
6025-1 · Tax Collector, Salary	2,005	2,090	3,007	27,065	27,036	(29)	100%	92%	27,036	27,065	(29)	100%	
6025-4 · Tax Collector Misc. Sup. Sch.	-	-	140	700	365	(335)	52%	35%	365	700	(335)	52%	
6025-5 · Tax Collector, Postage	-	-	-	200	134	(66)	67%	55%	134	200	(66)	67%	
<b>Total 6025 · Tax Collector</b>	<b>2,005</b>	<b>2,090</b>	<b>3,147</b>	<b>27,965</b>	<b>27,535</b>	<b>(430)</b>	<b>98%</b>	<b>89%</b>	<b>27,535</b>	<b>27,965</b>	<b>(430)</b>	<b>98%</b>	
<b>6030 · Town Treasurer</b>	<b>200</b>	<b>200</b>	<b>200</b>	<b>2,400</b>	<b>2,400</b>	<b>-</b>	<b>100%</b>	<b>92%</b>	<b>2,400</b>	<b>2,400</b>	<b>-</b>	<b>100%</b>	
<b>6035 · Town Counsel &amp; Financial Advisr</b>													
6035-1 · Town Counsel	6,766	2,494	5,879	40,000	42,063	2,063	105%	59%	42,063	40,000	2,063	105%	
6035-2 · Financial Advisor	-	1,250	250	7,000	5,820	(1,180)	83%	14%	5,820	7,000	(1,180)	83%	
<b>Total 6035 · Town Counsel &amp; Financial Advisr</b>	<b>6,766</b>	<b>3,744</b>	<b>6,129</b>	<b>47,000</b>	<b>47,883</b>	<b>883</b>	<b>102%</b>	<b>47%</b>	<b>47,883</b>	<b>47,000</b>	<b>883</b>	<b>102%</b>	
<b>6040 · Town Clerk</b>													
6040-1 · Town Clerk, Salary	3,745	3,745	5,618	50,558	50,559	1	100%	92%	50,559	50,558	1	100%	
6040-2 · Town Clerk, Office Sup, Misc.	324	20	284	1,463	1,477	14	101%	68%	1,477	1,463	14	101%	
6040-3 · Town Clerk, Dog Licenses	-	78	55	350	133	(217)	38%	7%	133	350	(217)	38%	
6040-4 · Town Clerk, School	-	(278)	-	900	1,148	248	128%	43%	1,148	900	248	128%	
6040-5 · Town Clerk, Microfm(Security)	144	-	41	400	185	(215)	46%	0%	185	400	(215)	46%	
<b>Total 6040 · Town Clerk</b>	<b>4,213</b>	<b>3,565</b>	<b>5,998</b>	<b>53,671</b>	<b>53,502</b>	<b>(169)</b>	<b>100%</b>	<b>90%</b>	<b>53,502</b>	<b>53,671</b>	<b>(169)</b>	<b>100%</b>	
<b>6045 · Telephone Services/DSL/Website</b>	<b>999</b>	<b>1,001</b>	<b>1,735</b>	<b>12,056</b>	<b>12,510</b>	<b>454</b>	<b>104%</b>	<b>93%</b>	<b>12,510</b>	<b>12,056</b>	<b>454</b>	<b>104%</b>	
<b>6050 · Pool Secretaries</b>													
6050-1 · Pool Sec,Salary-Asst Town Clerk	1,835	1,835	2,752	23,850	24,634	784	103%	86%	24,634	23,850	784	103%	
6050-2 · Pool Sec, Salary-Land Use Clerk	2,791	2,767	4,143	35,519	37,219	1,700	105%	92%	37,219	35,519	1,700	105%	
<b>Total 6050 · Pool Secretaries</b>	<b>4,626</b>	<b>4,602</b>	<b>6,895</b>	<b>59,369</b>	<b>61,853</b>	<b>2,484</b>	<b>104%</b>	<b>90%</b>	<b>61,853</b>	<b>59,369</b>	<b>2,484</b>	<b>104%</b>	
<b>6055 · Town Off. Bldg.</b>													
6055-1 · Town Off. Bldg.Janitorial Serv	790	715	1,430	9,822	9,159	(663)	93%	78%	9,159	9,822	(663)	93%	
6055-2 · Town Off. Bldg. Sup. Maint.	472	46	170	2,000	1,422	(578)	71%	55%	1,422	2,000	(578)	71%	
6055-3 · Town Off/Sen.Ctr.- Bldg.Heat	2,984	-	-	11,000	11,848	848	108%	54%	11,848	11,000	848	108%	
6055-4 · Town Off Bldg/Sen Ctr - Lights	-	965	1,696	9,700	11,535	1,835	119%	104%	11,535	9,700	1,835	119%	
6055-5 · Town Off. Bldg. rpr & renov.	560	922	399	5,000	16,709	11,709	334%	91%	16,709	5,000	11,709	334%	
<b>Total 6055 · Town Off. Bldg.</b>	<b>4,806</b>	<b>2,648</b>	<b>3,695</b>	<b>37,522</b>	<b>50,673</b>	<b>13,151</b>	<b>135%</b>	<b>77%</b>	<b>50,673</b>	<b>37,522</b>	<b>13,151</b>	<b>135%</b>	

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

UPDATED 8.31.22

	Prior Three Months Totals			Current Year Totals				Comparison	Estimated Year-End Totals				
	April 2022	May 2022	June 2022	Budget	Year to Date	\$ Remaining	% of Budget		Same Period PY %	Year-End Est.	Budget	\$ Remaining	% of Budget
<b>6100 · P &amp; Z Comm.</b>													
6100-1 · P & Z Comm. Encf. Off.	546	546	819	7,370	7,371	1	100%	92%	7,371	7,370	1	100%	
6100-2 · P & Z Comm. Planner	2,850	-	3,230	11,500	12,056	556	105%	51%	12,056	11,500	556	105%	
<b>Total 6100 · P &amp; Z Comm.</b>	<b>3,396</b>	<b>546</b>	<b>4,049</b>	<b>18,870</b>	<b>19,427</b>	<b>557</b>	<b>103%</b>	<b>65%</b>	<b>19,427</b>	<b>18,870</b>	<b>557</b>	<b>103%</b>	
6111 · Land Use Miscellaneous	-	-	17	500	387	(113)	77%	55%	387	500	(113)	77%	
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)	0%	
6120-4 · Miscellaneous	-	-	-	1,000	299	(701)	30%	41%	299	1,000	(701)	30%	
<b>Total 6120 · Conservation Commission</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>1,100</b>	<b>299</b>	<b>(801)</b>	<b>27%</b>	<b>37%</b>	<b>299</b>	<b>1,100</b>	<b>(801)</b>	<b>27%</b>	
6150 · Conservation Wetlands Enf Off	480	-	1,440	7,000	4,700	(2,300)	67%	103%	4,700	7,000	(2,300)	67%	
<b>6200 · Highways</b>													
6200-1 · Highways, General Maintenance	3,314	4,156	19,065	45,000	61,161	16,161	136%	82%	61,161	45,000	16,161	136%	
6200-10 · Drug & Alcohol Testing	-	-	-	500	350	(150)	70%	90%	350	500	(150)	70%	
6200-2 · Highways, Public Works Salary	16,596	16,587	24,566	229,330	221,445	(7,885)	97%	100%	221,445	229,330	(7,885)	97%	
6200-3 · Highways, Misc. o/t labor.	-	855	806	26,200	24,346	(1,854)	93%	70%	24,346	26,200	(1,854)	93%	
6200-4 · Boots - Highways	-	69	706	2,500	1,986	(514)	79%	70%	1,986	2,500	(514)	79%	
6200-5 · Storm Materials	-	11,283	-	27,500	24,513	(2,987)	89%	82%	24,513	27,500	(2,987)	89%	
6200-6 · Highways, Roadway Mgmt.	(4,744)	7,978	215	40,000	77,472	37,472	194%	65%	77,472	40,000	37,472	194%	
6200-7 · Highways, Town Garage	332	102	178	8,000	2,703	(5,297)	34%	97%	2,703	8,000	(5,297)	34%	
6200-8 · Stormwater Permit Fees(Phasell)	-	-	-	8,500	-	(8,500)	0%	25%	-	8,500	(8,500)	0%	
<b>Total 6200 · Highways</b>	<b>15,498</b>	<b>41,030</b>	<b>45,536</b>	<b>387,530</b>	<b>413,976</b>	<b>26,446</b>	<b>107%</b>	<b>88%</b>	<b>413,976</b>	<b>387,530</b>	<b>26,446</b>	<b>107%</b>	
<b>6202 · Tree Maintenance</b>													
6202-1 · Tree Warden	-	-	1,125	2,250	2,250	-	100%	50%	2,250	2,250	-	100%	
6202-2 · Tree Warden- Training Seminars	-	-	-	350	285	(65)	81%	56%	285	350	(65)	81%	
6202-3 · Tree Pruning, Removal, Replacme	-	2,250	2,000	12,000	8,323	(3,677)	69%	54%	8,323	12,000	(3,677)	69%	
6202-4 · Tree Warden Mileage	-	-	126	400	297	(103)	74%	61%	297	400	(103)	74%	
<b>Total 6202 · Tree Maintenance</b>	<b>-</b>	<b>2,250</b>	<b>3,251</b>	<b>15,000</b>	<b>11,155</b>	<b>(3,845)</b>	<b>74%</b>	<b>54%</b>	<b>11,155</b>	<b>15,000</b>	<b>(3,845)</b>	<b>74%</b>	
6205 · Street Lighting	1,232	1,246	1,756	18,500	16,052	(2,448)	87%	87%	16,052	18,500	(2,448)	87%	
6300 · Social Security	3,826	3,930	6,155	56,184	53,781	(2,403)	96%	85%	53,781	56,184	(2,403)	96%	
6310 · Deferred Compensation	1,263	1,263	1,895	15,421	17,142	1,721	111%	91%	17,142	15,421	1,721	111%	
<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	-	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	19,956	-	100%	100%	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	2,101	(23)	99%	94%	2,101	2,124	(23)	99%	
6400-8 · Council of Small Towns (COST)	-	-	-	725	725	-	100%	100%	725	725	-	100%	
6400-9 · Quinebaug Walking Weekends	-	-	-	175	-	(175)	0%	100%	-	175	(175)	0%	
<b>Total 6400 · Regional Agencies</b>	<b>5,520</b>	<b>-</b>	<b>-</b>	<b>38,553</b>	<b>38,355</b>	<b>(198)</b>	<b>99%</b>	<b>97%</b>	<b>38,355</b>	<b>38,553</b>	<b>(198)</b>	<b>99%</b>	
<b>6500 · Insurance</b>													
6500-1 · Insurance, General Town	7,287	-	-	41,002	31,002	(10,000)	76%	100%	31,002	41,002	(10,000)	76%	
6500-2 · Insurance, Fire Department	4,298	-	-	17,191	17,191	-	100%	100%	17,191	17,191	-	100%	
6500-4 · Insurance, Water & Sewer Plants	2,055	-	-	8,222	8,220	(2)	100%	100%	8,220	8,222	(2)	100%	
6500-5 · Insurance,CIRMA (Workers Comp)	9,540	-	-	38,205	30,197	(8,008)	79%	92%	30,197	38,205	(8,008)	79%	
6500-6 · Insurance, Empl. Medical Ins.	10,006	928	9,376	152,368	119,090	(33,278)	78%	91%	119,090	152,368	(33,278)	78%	
6500-7 · Employee Insurance Waiver	538	538	538	3,950	6,451	2,501	163%	86%	6,451	3,950	2,501	163%	
<b>Total 6500 · Insurance</b>	<b>33,724</b>	<b>1,466</b>	<b>9,914</b>	<b>260,938</b>	<b>212,151</b>	<b>(48,787)</b>	<b>81%</b>	<b>93%</b>	<b>212,151</b>	<b>260,938</b>	<b>(48,787)</b>	<b>81%</b>	
<b>6600 · Police Department</b>													
6600-1 · Police Dept. Resident Trooper	-	-	178,113	175,006	178,113	3,107	102%	-12%	178,113	175,006	3,107	102%	
6600-2 · Police Dept., O/T 50% contra	-	-	-	5,000	-	(5,000)	0%	0%	-	5,000	(5,000)	0%	
6600-3 · Police Dept. DARE Program	-	-	-	300	-	(300)	0%	0%	-	300	(300)	0%	
6600-4 · Police Dept., Supplies, Misc.	124	-	-	500	124	(376)	25%	60%	124	500	(376)	25%	
6600-5 · Police Dept.- Sch. Crs. Guard	494	520	442	3,961	4,512	551	114%	81%	4,512	3,961	551	114%	
<b>Total 6600 · Police Department</b>	<b>618</b>	<b>520</b>	<b>178,555</b>	<b>184,767</b>	<b>182,749</b>	<b>(2,018)</b>	<b>99%</b>	<b>-9%</b>	<b>182,749</b>	<b>184,767</b>	<b>(2,018)</b>	<b>99%</b>	

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

UPDATED 8.31.22

	Prior Three Months Totals			Current Year Totals				Comparison	Estimated Year-End Totals				
	April 2022	May 2022	June 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.	-	4,299	1,834	24,000	17,793	(6,207)	74%	111%	17,793	24,000	(6,207)	74%	
6605-2 · Fire Dept, Fixed Expenses	314	5,936	2,673	36,300	48,063	11,763	132%	90%	48,063	36,300	11,763	132%	
6605-3 · Fire Dept. Truck Supplies	-	-	7,246	7,550	7,246	(304)	96%	23%	7,246	7,550	(304)	96%	
6605-4 · Fire Dept., Firehouse Maint.	267	71	3,603	11,200	8,127	(3,073)	73%	45%	8,127	11,200	(3,073)	73%	
6605-5 · Fire Dept., Training	2,580	-	4,998	14,500	11,818	(2,682)	82%	39%	11,818	14,500	(2,682)	82%	
6605-6 · Fire Dept., Business Exp.	1,918	530	8,226	14,140	12,693	(1,447)	90%	70%	12,693	14,140	(1,447)	90%	
6605-7 · Fire Dept., Equip. Maint.	2,477	629	7,610	12,600	12,158	(442)	96%	58%	12,158	12,600	(442)	96%	
<b>Total 6605 · Fire Dept.</b>	<b>7,556</b>	<b>11,465</b>	<b>36,190</b>	<b>120,290</b>	<b>117,898</b>	<b>(2,392)</b>	<b>98%</b>	<b>74%</b>	<b>117,898</b>	<b>120,290</b>	<b>(2,392)</b>	<b>98%</b>	
<b>6610 · Emergency</b>													
6610-1 · Salary Director	-	-	2,200	2,200	2,200	-	100%	0%	2,200	2,200	-	100%	
6610-5 · Training Expense	-	643	-	500	643	143	129%	0%	643	500	143	129%	
6610-6 · Equipment Maintenance	-	643	-	830	643	(187)	77%	0%	643	830	(187)	77%	
6610-8 · Local Emerg. Plan Chair.(LEPC)	-	-	500	500	500	-	100%	0%	500	500	-	100%	
<b>Total 6610 · Emergency</b>	<b>-</b>	<b>1,286</b>	<b>2,700</b>	<b>4,030</b>	<b>3,986</b>	<b>(44)</b>	<b>99%</b>	<b>0%</b>	<b>3,986</b>	<b>4,030</b>	<b>(44)</b>	<b>99%</b>	
<b>6615 · Fire Marshal/Burning Official</b>													
6615-1 · Fire Marshal/Salary	667	667	667	8,000	8,004	4	100%	88%	8,004	8,000	4	100%	
6615-2 · Fire Marshal/Off.Exp.Ed.Misc	-	-	-	2,250	-	(2,250)	0%	68%	-	2,250	(2,250)	0%	
6615-4 · Burning Official - Salary	-	-	313	625	626	1	100%	50%	626	625	1	100%	
<b>Total 6615 · Fire Marshal/Burning Official</b>	<b>667</b>	<b>667</b>	<b>980</b>	<b>10,875</b>	<b>8,630</b>	<b>(2,245)</b>	<b>79%</b>	<b>82%</b>	<b>8,630</b>	<b>10,875</b>	<b>(2,245)</b>	<b>79%</b>	
<b>6620 · Enf. Off-Bldg.Code</b>													
6620-1 · Enf.Off-Bldg.Code - Salary	1,471	1,471	2,207	19,862	19,860	(2)	100%	92%	19,860	19,862	(2)	100%	
6620-2 · Enf. Off-Bldg.Code - Mileage	-	-	-	800	-	(800)	0%	0%	-	800	(800)	0%	
6620-3 · Enf.Off-Bldg.Code - Mbrshp.Fee	-	-	-	250	145	(105)	58%	54%	145	250	(105)	58%	
6620-6 · Enf.Off-Bldg.Code- Ed.Training	-	-	-	250	750	500	300%	2%	750	250	500	300%	
6620-7 · Enf.Off-Bldg.Code- Code Vol,Sup	-	-	-	500	3	(497)	1%	0%	3	500	(497)	1%	
<b>Total 6620 · Enf. Off-Bldg.Code</b>	<b>1,471</b>	<b>1,471</b>	<b>2,207</b>	<b>21,662</b>	<b>20,758</b>	<b>(904)</b>	<b>96%</b>	<b>85%</b>	<b>20,758</b>	<b>21,662</b>	<b>(904)</b>	<b>96%</b>	
<b>6625 · Blight Enforcement Officer</b>													
6625-1 · Blight Enforce. Officer-Salary	302	302	302	3,627	3,624	(3)	100%	92%	3,624	3,627	(3)	100%	
6625-2 · Blight Enforce.Officer-Mileage	-	-	-	150	-	(150)	0%	0%	-	150	(150)	0%	
6625-3 · Blight Enforce.Officer-Postage	-	-	-	150	157	7	105%	0%	157	150	7	105%	
<b>Total 6625 · Blight Enforcement Officer</b>	<b>302</b>	<b>302</b>	<b>302</b>	<b>3,927</b>	<b>3,781</b>	<b>(146)</b>	<b>96%</b>	<b>85%</b>	<b>3,781</b>	<b>3,927</b>	<b>(146)</b>	<b>96%</b>	
<b>6700 · Sanit/Wst Rem.</b>													
6700-2 · Sanit/Wst.Rem,Matls.Misc	86	422	550	5,000	4,046	(954)	81%	82%	4,046	5,000	(954)	81%	
6700-3 · Sanit/Wst.Rem., Recycling	4,531	8,233	9,578	65,000	68,803	3,803	106%	86%	68,803	65,000	3,803	106%	
<b>Total 6700 · Sanit/Wst Rem.</b>	<b>4,617</b>	<b>8,655</b>	<b>10,128</b>	<b>70,000</b>	<b>72,849</b>	<b>2,849</b>	<b>104%</b>	<b>86%</b>	<b>72,849</b>	<b>70,000</b>	<b>2,849</b>	<b>104%</b>	
<b>6702 · Waste Management Exp. (Waste Management)</b>	<b>5,039</b>	<b>6,148</b>	<b>10,605</b>	<b>63,000</b>	<b>69,911</b>	<b>6,911</b>	<b>111%</b>	<b>82%</b>	<b>69,911</b>	<b>63,000</b>	<b>6,911</b>	<b>111%</b>	
<b>6810 · Comm. of Aging</b>													
6810-1 · Comm. on Aging - Salary	1,778	2,289	3,270	29,764	29,969	205	101%	88%	29,969	29,764	205	101%	
6810-2 · Commission on Aging-Munic Agent	-	-	-	100	-	(100)	0%	15%	-	100	(100)	0%	
6810-4 · Comm. on Aging - Off sup/misc.	176	44	44	1,200	1,510	310	126%	58%	1,510	1,200	310	126%	
6810-5 · Comm. of Aging - Elevator Contr	220	220	220	2,601	2,598	(3)	100%	91%	2,598	2,601	(3)	100%	
6810-6 · Comm. of Aging - Programs	44	583	23	2,000	1,274	(726)	64%	12%	1,274	2,000	(726)	64%	
6810-7 · Comm. of Aging - Van Driver	-	-	-	3,500	-	(3,500)	0%	0%	-	3,500	(3,500)	0%	
6810-7a · Comm of Aging-Van Dr	1,671	1,668	2,395	20,496	21,827	1,331	106%	97%	21,827	20,496	1,331	106%	
6810-9 · Van Expense, Comm. on Aging	277	390	775	7,000	3,737	(3,263)	53%	28%	3,737	7,000	(3,263)	53%	
<b>Total 6810 · Comm. of Aging</b>	<b>4,166</b>	<b>5,194</b>	<b>6,727</b>	<b>66,661</b>	<b>60,915</b>	<b>(5,746)</b>	<b>91%</b>	<b>66%</b>	<b>60,915</b>	<b>66,661</b>	<b>(5,746)</b>	<b>91%</b>	
<b>6950 · Capital Project</b>													
6950-1 · Capital Project,Rpr Centr Plnt	-	-	565	6,000	3,078	(2,922)	51%	85%	3,078	6,000	(2,922)	51%	
6950-2 · Engineering Fees, Cap. Proj.	-	675	-	8,700	3,015	(5,685)	35%	89%	3,015	8,700	(5,685)	35%	
<b>Total 6950 · Capital Project</b>	<b>-</b>	<b>675</b>	<b>565</b>	<b>14,700</b>	<b>6,093</b>	<b>(8,607)</b>	<b>41%</b>	<b>88%</b>	<b>6,093</b>	<b>14,700</b>	<b>(8,607)</b>	<b>41%</b>	
<b>7000 · Parks &amp; Playgrounds</b>	<b>-</b>	<b>160</b>	<b>496</b>	<b>750</b>	<b>1,106</b>	<b>356</b>	<b>147%</b>	<b>100%</b>	<b>1,106</b>	<b>750</b>	<b>356</b>	<b>147%</b>	
<b>7003 · Recreation Facilities (BoS)</b>													
7003-2 · Electricity	-	135	289	1,825	1,602	(223)	88%	70%	1,602	1,825	(223)	88%	
<b>Total 7003 · Recreation Facilities (BoS)</b>	<b>-</b>	<b>135</b>	<b>289</b>	<b>1,825</b>	<b>1,602</b>	<b>(223)</b>	<b>88%</b>	<b>70%</b>	<b>1,602</b>	<b>1,825</b>	<b>(223)</b>	<b>88%</b>	

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

UPDATED 8.31.22

	Prior Three Months Totals			Current Year Totals				Comparison	Estimated Year-End Totals				
	April 2022	May 2022	June 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	-	-	-	2,000	177	(1,823)	9%	0%	177	2,000	(1,823)	9%	
7004-2 · Rec Event-Earth Day	17	-	-	400	17	(383)	4%	-1%	17	400	(383)	4%	
7004-3 · Rec Event-Youth Yr Lng Activity	-	-	-	500	-	(500)	0%	55%	-	500	(500)	0%	
7004-4 · Rec Event-Shetucket River Fest	-	-	-	250	-	(250)	0%	0%	-	250	(250)	0%	
7004-8 · Rec Event-Other	-	-	75	500	494	(6)	99%	100%	494	500	(6)	99%	
<b>Total 7004 · Recreation Events(SPARC)</b>	<b>17</b>	<b>-</b>	<b>75</b>	<b>3,650</b>	<b>688</b>	<b>(2,962)</b>	<b>19%</b>	<b>15%</b>	<b>688</b>	<b>3,650</b>	<b>(2,962)</b>	<b>19%</b>	
<b>7005 · Other Recreation Programs</b>													
7005-1 · Sprague/Franklin/Canterbury LL	-	-	-	1,250	-	(1,250)	0%	0%	-	1,250	(1,250)	0%	
<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>-</b>	<b>1,250</b>	<b>(1,250)</b>	<b>0%</b>	
<b>7010 · Grist Mill</b>													
7010-1 · Grist Mill - Supplies, Maint.	-	-	-	850	-	(850)	0%	14%	-	850	(850)	0%	
7010-2 · Grist Mill-Elevator Maintenance	201	201	201	2,372	2,855	483	120%	84%	2,855	2,372	483	120%	
7010-3 · Grist Mill - Heat, Light	-	326	720	7,850	8,234	384	105%	89%	8,234	7,850	384	105%	
7010-5 · Grist Mill - Janitor- Salaries	335	335	670	4,500	3,585	(915)	80%	26%	3,585	4,500	(915)	80%	
<b>Total 7010 · Grist Mill</b>	<b>536</b>	<b>862</b>	<b>1,591</b>	<b>15,572</b>	<b>14,674</b>	<b>(898)</b>	<b>94%</b>	<b>65%</b>	<b>14,674</b>	<b>15,572</b>	<b>(898)</b>	<b>94%</b>	
<b>7012 · Historical Museum</b>													
7012-1 · Salary	-	-	-	1,930	-	(1,930)	0%	0%	-	1,930	(1,930)	0%	
7012-14 · Sprague Historical Society	-	-	84	200	304	104	152%	100%	304	200	104	152%	
<b>Total 7012 · Historical Museum</b>	<b>-</b>	<b>-</b>	<b>84</b>	<b>2,130</b>	<b>304</b>	<b>(1,826)</b>	<b>14%</b>	<b>9%</b>	<b>304</b>	<b>2,130</b>	<b>(1,826)</b>	<b>14%</b>	
<b>7015 · Library</b>													
7015-1 · Library - Librarian Assistant-1	270	267	1,030	13,414	9,045	(4,369)	67%	59%	9,045	13,414	(4,369)	67%	
7015-10 · Library - Director	2,304	2,287	3,840	28,441	32,350	3,909	114%	97%	32,350	28,441	3,909	114%	
7015-11 · Library - Programs	645	415	716	2,500	2,500	-	100%	31%	2,500	2,500	-	100%	
7015-12 · Professional Fees	(2)	-	-	500	206	(294)	41%	45%	206	500	(294)	41%	
7015-13 · Library-St Lib CT Membership	-	-	-	550	350	(200)	64%	0%	350	550	(200)	64%	
7015-2 · Library - Books	242	386	924	4,500	3,245	(1,255)	72%	32%	3,245	4,500	(1,255)	72%	
7015-3 · Library - Sup./Misc.	138	-	1,161	2,054	1,988	(66)	97%	82%	1,988	2,054	(66)	97%	
7015-4 · Library - Library Assistant - 4	933	936	1,430	13,936	10,989	(2,947)	79%	67%	10,989	13,936	(2,947)	79%	
7015-5 · Librarian Assistant - 5	861	1,294	1,729	6,707	8,470	1,763	126%	77%	8,470	6,707	1,763	126%	
7015-6 · Library - Librarian Assistant-6	891	567	1,499	10,800	8,414	(2,386)	78%	35%	8,414	10,800	(2,386)	78%	
<b>Total 7015 · Library</b>	<b>6,282</b>	<b>6,152</b>	<b>12,329</b>	<b>83,402</b>	<b>77,557</b>	<b>(5,845)</b>	<b>93%</b>	<b>69%</b>	<b>77,557</b>	<b>83,402</b>	<b>(5,845)</b>	<b>93%</b>	
<b>7100 · Miscellaneous</b>													
7100-10 · Newsletter- Salary	-	-	-	-	-	-	0%	8%	-	-	-	0%	
7100-11 · Bank Fees	-	-	-	-	-	-	0%	100%	-	-	-	0%	
7100-12 · Newsletter - Misc.	-	118	120	500	742	242	148%	12%	742	500	242	148%	
7100-2 · War Mem./Lords Bridge Gazebo	-	49	164	675	647	(28)	96%	71%	647	675	(28)	96%	
7100-3 · Cemeteries, Vets Graves	-	-	-	700	700	-	100%	0%	700	700	-	100%	
7100-4 · Contingent Fund	-	-	1,590	3,000	4,235	1,235	141%	87%	4,235	3,000	1,235	141%	
7100-5 · Memorial Day Celebration	-	-	675	1,000	989	(11)	99%	0%	989	1,000	(11)	99%	
7100-6 · Legal Ads	236	(491)	979	12,000	3,699	(8,301)	31%	52%	3,699	12,000	(8,301)	31%	
7100-8 · Unemployment Compensation	-	-	-	-	82	82	100%	100%	82	-	82	100%	
<b>Total 7100 · Miscellaneous</b>	<b>236</b>	<b>(324)</b>	<b>3,528</b>	<b>17,875</b>	<b>11,094</b>	<b>(6,781)</b>	<b>62%</b>	<b>52%</b>	<b>11,094</b>	<b>17,875</b>	<b>(6,781)</b>	<b>62%</b>	
<b>7150 · Sewer &amp; Water Dept.</b>													
7150-1 · Water & Sewer Public Services	-	-	1,702	8,500	7,168	(1,332)	84%	60%	7,168	8,500	(1,332)	84%	
<b>Total 7150 · Sewer &amp; Water Dept.</b>	<b>-</b>	<b>-</b>	<b>1,702</b>	<b>8,500</b>	<b>7,168</b>	<b>(1,332)</b>	<b>84%</b>	<b>60%</b>	<b>7,168</b>	<b>8,500</b>	<b>(1,332)</b>	<b>84%</b>	
<b>7200 · Office Machines/Sup/Mnt.</b>													
7200-1 · Office Mach/Sup/Mnt -Town Clerk	-	-	3,828	10,150	8,539	(1,611)	84%	73%	8,539	10,150	(1,611)	84%	
7200-10 · Fixed Asset Inventory	-	-	-	1,323	1,389	66	105%	110%	1,389	1,323	66	105%	
7200-2 · Office Mach/Sup/Mnt.- Tax Coll.	-	-	-	9,622	9,533	(89)	99%	89%	9,533	9,622	(89)	99%	
7200-3 · Office Mach/Sup/Mnt.- Assessor	-	-	-	15,387	13,545	(1,842)	88%	103%	13,545	15,387	(1,842)	88%	
7200-4 · Office Mach/Sup/Mnt-Select/Trea	(54)	-	61	1,000	545	(455)	55%	79%	545	1,000	(455)	55%	
7200-5 · Office Machines - Equip.Mnt.	110	159	120	7,000	3,330	(3,670)	48%	51%	3,330	7,000	(3,670)	48%	
7200-6 · Office MachSupp-ServSupp	-	-	1,278	5,000	2,318	(2,682)	46%	100%	2,318	5,000	(2,682)	46%	
7200-7 · Paychex Services	265	265	417	3,225	3,856	631	120%	95%	3,856	3,225	631	120%	
7200-8 · Off.Mach/Sup/Mnt-Library Suppor	-	-	-	4,162	2,265	(1,897)	54%	80%	2,265	4,162	(1,897)	54%	
7200-9 · Off.Mach/Sup/Mnt.-Mail System	177	-	328	708	859	151	121%	75%	859	708	151	121%	
<b>Total 7200 · Office Machines/Sup/Mnt.</b>	<b>498</b>	<b>424</b>	<b>6,032</b>	<b>57,577</b>	<b>46,179</b>	<b>(11,398)</b>	<b>80%</b>	<b>85%</b>	<b>46,179</b>	<b>57,577</b>	<b>(11,398)</b>	<b>80%</b>	

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

	Prior Three Months Totals			Current Year Totals				Comparison	Estimated Year-End Totals				
	April 2022	May 2022	June 2022	Budget	Year to Date	\$ Remaining	% of Budget		Same Period PY %	Year-End Est.	Budget	\$ Remaining	% of Budget
<b>7300 · Interest Payments - Bonds</b>													
7300-14 · 2005 Bonds, Land Purchase, Rds	-	-	-	20,500	16,250	(4,250)	79%	83%	16,250	20,500	(4,250)	79%	
7300-15 · 2009 Bond-Roads, Roof, Fire App, A	-	6,300	-	14,800	14,800	-	100%	100%	14,800	14,800	-	100%	
7300-16 · 2013 Bonds-Various Purposes	-	-	-	103,675	103,676	1	100%	100%	103,676	103,675	1	100%	
7300-17 · 2020 Bonds-Various Purposes	-	-	-	152,900	152,900	-	100%	0%	152,900	152,900	-	100%	
<b>Total 7300 · Interest Payments - Bonds</b>	-	6,300	-	291,875	287,626	(4,249)	99%	97%	287,626	291,875	(4,249)	99%	
<b>7305 · Redemption of Debt-Principal</b>													
7305-14 · 2005 Bonds, Land Purchase, Rds	-	-	-	85,000	85,000	-	100%	100%	85,000	85,000	-	100%	
7305-15 · 2009 Bond-Roads, Roof, FireApp, 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	560,000	-	100%	100%	560,000	560,000	-	100%	
7360 · Operating Transfers CNR Fund	-	-	22,000	22,000	22,000	-	100%	100%	22,000	22,000	-	100%	
7500 · Board of Education	572,860	355,823	1,037,211	6,787,139	6,653,839	(133,300)	98%	82%	6,653,839	6,787,139	(133,300)	98%	
<b>Total Expense</b>	705,403	486,114	1,453,263	9,654,027	9,443,174	(210,853)	98%	82%	9,443,174	9,654,027	(210,853)	98%	
<b>Net Ordinary Income</b>	671,366	(437,555)	(911,148)	158,836	465,940	307,104			454,689	158,836	295,853	286%	
<b>Net Income</b>	671,366	(437,555)	(911,148)	158,836	465,940	307,104			454,689	158,836	295,853	286%	
<b>Summary</b>	<b>Three Months Total</b>			<b>Current Year Totals</b>					<b>Estimated Year-End Totals</b>				
Board of Selectmen Expenditures	\$ 132,543	\$ 130,291	\$ 416,052	\$ 2,866,888	\$ 2,789,335	\$ (77,553)	97%	82%	\$ 2,789,335	\$ 2,866,888	\$ (77,553)	97%	
Board of Education Expenditures	\$ 572,860	\$ 355,823	\$ 1,037,211	\$ 6,787,139	\$ 6,653,839	\$ (133,300)	98%	82%	\$ 6,653,839	\$ 6,787,139	\$ (133,300)	98%	
<b>Total Expenditures</b>	\$ 705,403	\$ 486,114	\$ 1,453,263	\$ 9,654,027	\$ 9,443,174	\$ (210,853)	98%	82%	\$ 9,443,174	\$ 9,654,027	\$ (210,853)	98%	



BOE Budget v. Actual 6/30/2022										
	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	1,100,981.57	0.00	\$ 1,100,981.57	\$ (30,293.57)	\$ -	\$ (30,293.57)
1000.51120. Wages Paid to Instructional Aides - Regular Ed	\$ 45,843.00	\$ -	\$ -	\$ 45,843.00	40,066.37	0.00	\$ 40,066.37	\$ 5,776.63	\$ -	\$ 5,776.63
1000.52100. Group Life Insurance - Regular	\$ 756.00	\$ -	\$ -	\$ 756.00	746.58	0.00	\$ 746.58	\$ 9.42	\$ -	\$ 9.42
1000.52200. FICA/Medicare Employer - Regular Ed	\$ 20,289.00	\$ -	\$ -	\$ 20,289.00	30,458.70	0.00	\$ 30,458.70	\$ (10,169.70)	\$ -	\$ (10,169.70)
1000.52500. Tuition Reimbursement	\$ 10,000.00	\$ -	\$ -	\$ 10,000.00	2,032.20	0.00	\$ 2,032.20	\$ 7,967.80	\$ -	\$ 7,967.80
1000.52800. Health Insurance - Regular	\$ 308,843.00	\$ -	\$ -	\$ 308,843.00	247,644.52	0.00	\$ 247,644.52	\$ 61,198.48	\$ -	\$ 61,198.48
1000.53200. Substitutes - Regular Education	\$ 8,500.00	\$ -	\$ -	\$ 8,500.00	0.00	0.00	\$ -	\$ 8,500.00	\$ -	\$ 8,500.00
1000.53230. Purchased Pupil Services	\$ 1,250.00	\$ -	\$ -	\$ 1,250.00	0.00	0.00	\$ -	\$ 1,250.00	\$ -	\$ 1,250.00
1000.54300. Equipment Repairs & Maint	\$ -	\$ -	\$ -	\$ -	25.99	0.00	\$ 25.99	\$ (25.99)	\$ -	\$ (25.99)
1000.54420. Equipment Leasing	\$ 21,064.00	\$ -	\$ -	\$ 21,064.00	19,233.57	0.00	\$ 19,233.57	\$ 1,830.43	\$ -	\$ 1,830.43
1000.56100. General Supplies - Regular Education	\$ 7,000.00	\$ -	\$ -	\$ 7,000.00	4,238.10	0.00	\$ 4,238.10	\$ 2,761.90	\$ -	\$ 2,761.90
1000.56110. Instructional Supplies - Regular Education	\$ 3,000.00	\$ -	\$ -	\$ 3,000.00	18,093.23	0.00	\$ 18,093.23	\$ (15,093.23)	\$ -	\$ (15,093.23)
1000.56400. Workbooks/Disposables	\$ 10,000.00	\$ -	\$ -	\$ 10,000.00	21,943.65	0.00	\$ 21,943.65	\$ (11,943.65)	\$ -	\$ (11,943.65)
1000.56410. Textbooks	\$ 3,000.00	\$ -	\$ -	\$ 3,000.00	8,300.98	0.00	\$ 8,300.98	\$ (5,300.98)	\$ -	\$ (5,300.98)
1000.56501. Ink and Toner	\$ 8,000.00	\$ -	\$ -	\$ 8,000.00	11,300.20	0.00	\$ 11,300.20	\$ (3,300.20)	\$ -	\$ (3,300.20)
1000.57300. Equipment - Non Instructional	\$ -	\$ -	\$ -	\$ -	1,898.95	0.00	\$ 1,898.95	\$ (1,898.95)	\$ -	\$ (1,898.95)
1000.58100. Dues & Fees	\$ 9,710.00	\$ -	\$ -	\$ 9,710.00	7,955.00	0.00	\$ 7,955.00	\$ 1,755.00	\$ -	\$ 1,755.00
<b>Total</b>	<b>\$ 1,527,943.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,527,943.00</b>	<b>\$ 1,514,919.61</b>	<b>\$ -</b>	<b>\$ 1,514,919.61</b>	<b>\$ 13,023.39</b>	<b>\$ -</b>	<b>\$ 13,023.39</b>
<b>1200-Special Education</b>										
1200.51110. Wages Paid to Teachers - SPED	\$ 341,409.00	\$ -	\$ -	\$ 341,409.00	340,691.07	0.00	\$ 340,691.07	\$ 717.93	\$ -	\$ 717.93
1200.51120. Wages Paid to Instructional Aides - SPED	\$ 276,143.00	\$ -	\$ -	\$ 276,143.00	190,851.10	0.00	\$ 190,851.10	\$ 85,291.90	\$ -	\$ 85,291.90
1200.51901. Wages Paid - Other Non Certified Staff - SPED	\$ 86,666.00	\$ -	\$ -	\$ 86,666.00	85,415.09	0.00	\$ 85,415.09	\$ 1,250.91	\$ -	\$ 1,250.91
1200.52100. Group Life Insurance - SPED	\$ 930.00	\$ -	\$ -	\$ 930.00	844.85	0.00	\$ 844.85	\$ 85.15	\$ -	\$ 85.15
1200.52200. FICA/Medicare Employer - SPED	\$ 35,643.00	\$ -	\$ -	\$ 35,643.00	25,338.93	0.00	\$ 25,338.93	\$ 10,304.07	\$ -	\$ 10,304.07
1200.52300. Pension Contributions	\$ 3,467.00	\$ -	\$ -	\$ 3,467.00	3,464.73	0.00	\$ 3,464.73	\$ 2.27	\$ -	\$ 2.27
1200.52800. Health Insurance	\$ 276,676.00	\$ -	\$ -	\$ 276,676.00	195,411.60	0.00	\$ 195,411.60	\$ 81,264.40	\$ -	\$ 81,264.40
1200.53200. Substitutes - SPED	\$ 8,500.00	\$ -	\$ -	\$ 8,500.00	0.00	0.00	\$ -	\$ 8,500.00	\$ -	\$ 8,500.00
1200.53230. Purchased Pupil Services	\$ 29,000.00	\$ -	\$ -	\$ 29,000.00	(7,622.50)	0.00	\$ (7,622.50)	\$ 36,622.50	\$ -	\$ 36,622.50
1200.53300. Other Prof/Tech Services	\$ 2,500.00	\$ -	\$ -	\$ 2,500.00	3,100.96	0.00	\$ 3,100.96	\$ (600.96)	\$ -	\$ (600.96)
1200.55800. Travel Reimbursement	\$ 1,200.00	\$ -	\$ -	\$ 1,200.00	31.47	0.00	\$ 31.47	\$ 1,168.53	\$ -	\$ 1,168.53
1200.56100. General Supplies - Special Education	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00	1,006.99	0.00	\$ 1,006.99	\$ (6.99)	\$ -	\$ (6.99)
1200.56110. Instructional Supplies - SPED	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00	2,260.94	0.00	\$ 2,260.94	\$ (1,260.94)	\$ -	\$ (1,260.94)
1200.56400. Workbooks/Disposables	\$ 500.00	\$ -	\$ -	\$ 500.00	0.00	0.00	\$ -	\$ 500.00	\$ -	\$ 500.00
1200.58100. Dues & Fees	\$ 760.00	\$ -	\$ -	\$ 760.00	250.00	0.00	\$ 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>\$ 841,045.23</b>	<b>\$ -</b>	<b>\$ 841,045.23</b>	<b>\$ 224,348.77</b>	<b>\$ -</b>	<b>\$ 224,348.77</b>
<b>1300-Adult Education - Cooperative</b>										
1300.55690. Tuition - Adult Cooperative	\$ 16,050.00	\$ -	\$ -	\$ 16,050.00	13,629.00	0.00	\$ 13,629.00	\$ 2,421.00	\$ -	\$ 2,421.00
<b>Total</b>	<b>\$ 16,050.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 16,050.00</b>	<b>\$ 13,629.00</b>	<b>\$ -</b>	<b>\$ 13,629.00</b>	<b>\$ 2,421.00</b>	<b>\$ -</b>	<b>\$ 2,421.00</b>
<b>1500-Stipends - Extra Curricular</b>										
1500.51930. Extra Curricular Stipends Paid	\$ 11,809.00	\$ -	\$ -	\$ 11,809.00	13,670.00	0.00	\$ 13,670.00	\$ (1,861.00)	\$ -	\$ (1,861.00)
<b>Total</b>	<b>\$ 11,809.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 11,809.00</b>	<b>\$ 13,670.00</b>	<b>\$ -</b>	<b>\$ 13,670.00</b>	<b>\$ (1,861.00)</b>	<b>\$ -</b>	<b>\$ (1,861.00)</b>
<b>1600-Summer School</b>										
1600.51110. Wages Paid to Teachers - Summer School	\$ 5,000.00	\$ -	\$ -	\$ 5,000.00	3,060.00	0.00	\$ 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	0.00	\$ 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	0.00	\$ 2,662.86	\$ (262.86)	\$ -	\$ (262.86)
1600.52200. FICA/Medicare Employer - Summer School	\$ 309.00	\$ -	\$ -	\$ 309.00	369.54	0.00	\$ 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	-	0.00	\$ -	\$ 4,000.00	\$ -	\$ 4,000.00
1700.000100.52200. FICA/Medicare Employer - Reg Ed	\$ 700.00	\$ -	\$ -	\$ 700.00	-	0.00	\$ -	\$ 700.00	\$ -	\$ 700.00
1700.000200.51120. Wages Paid to Inst Aide Tutors - Spec Ed	\$ 6,000.00	\$ -	\$ -	\$ 6,000.00	-	0.00	\$ -	\$ 6,000.00	\$ -	\$ 6,000.00
1700.000200.52200. FICA/Medicare Employer - Spec Ed	\$ 8,000.00	\$ -	\$ -	\$ 8,000.00	-	0.00	\$ -	\$ 8,000.00	\$ -	\$ 8,000.00
1700.000200.53230. Purchased Pupil Services - Spec Ed	\$ -	\$ -	\$ -	\$ -	-	0.00	\$ -	\$ -	\$ -	\$ -
<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	15,123.00	0.00	\$ 15,123.00	\$ 1,160.00	\$ -	\$ 1,160.00
1800.52200. FICA/Medicare Employer	\$ 1,245.00	\$ -	\$ -	\$ 1,245.00	135.30	0.00	\$ 135.30	\$ 1,109.70	\$ -	\$ 1,109.70
1800.53540. Sports Officials	\$ 3,570.00	\$ -	\$ -	\$ 3,570.00	1,973.02	0.00	\$ 1,973.02	\$ 1,596.98	\$ -	\$ 1,596.98
1800.56100. General Supplies - Sports Teams	\$ -	\$ -	\$ -	\$ -	5,480.21	0.00	\$ 5,480.21	\$ (5,480.21)	\$ -	\$ (5,480.21)
<b>Total</b>	<b>\$ 21,098.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 21,098.00</b>	<b>\$ 22,711.53</b>	<b>\$ -</b>	<b>\$ 22,711.53</b>	<b>\$ (1,613.53)</b>	<b>\$ -</b>	<b>\$ (1,613.53)</b>
<b>2110-Social Work Services</b>										
2110.51900. Wages Paid - Social Worker	\$ 83,472.00	\$ -	\$ -	\$ 83,472.00	23,382.92	0.00	\$ 23,382.92	\$ 60,089.08	\$ -	\$ 60,089.08
2110.52100. Group Life Insurance - Social Worker	\$ 38.00	\$ -	\$ -	\$ 38.00	26.81	0.00	\$ 26.81	\$ 11.19	\$ -	\$ 11.19
2110.52200. FICA/Medicare Employer - Social Worker	\$ 1,211.00	\$ -	\$ -	\$ 1,211.00	316.86	0.00	\$ 316.86	\$ 894.14	\$ -	\$ 894.14
2110.52800. Health Insurance - Social Worker	\$ 21,822.00	\$ -	\$ -	\$ 21,822.00	4,771.20	0.00	\$ 4,771.20	\$ 17,050.80	\$ -	\$ 17,050.80
2110.56100. Supplies	\$ 200.00	\$ -	\$ -	\$ 200.00	89.31	0.00	\$ 89.31	\$ 110.69	\$ -	\$ 110.69
2110.56110. Instructional Supplies	\$ -	\$ -	\$ -	\$ -	158.77	0.00	\$ 158.77	\$ (158.77)	\$ -	\$ (158.77)
<b>Total</b>	<b>\$ 106,743.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 106,743.00</b>	<b>\$ 28,745.87</b>	<b>\$ -</b>	<b>\$ 28,745.87</b>	<b>\$ 77,997.13</b>	<b>\$ -</b>	<b>\$ 77,997.13</b>

BOE Budget v. Actual 6/30/2022										
	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>2130-Health Office</b>										
2130.51901. Wages Paid - School Nurse	\$ 85,034.00	\$ -	\$ -	\$ 85,034.00	80,372.54	0.00	\$ 80,372.54	\$ 4,661.46	\$ -	\$ 4,661.46
2130.51910. Wages Paid - Nurse Substitutes	\$ 4,000.00	\$ -	\$ -	\$ 4,000.00	0.00	0.00	\$ -	\$ 4,000.00	\$ -	\$ 4,000.00
2130.51930. Nursing Stipends Paid	\$ 2,000.00	\$ -	\$ -	\$ 2,000.00	2,000.00	0.00	\$ 2,000.00	\$ -	\$ -	\$ -
2130.52100. Group Life Insurance - Health Office	\$ 76.00	\$ -	\$ -	\$ 76.00	75.60	0.00	\$ 75.60	\$ 0.40	\$ -	\$ 0.40
2130.52200. FICA/Medicare Employer - Health	\$ 8,280.00	\$ -	\$ -	\$ 8,280.00	8,247.15	0.00	\$ 8,247.15	\$ 32.85	\$ -	\$ 32.85
2130.52800. Health Insurance - Health Office	\$ 11,409.00	\$ -	\$ -	\$ 11,409.00	10,840.32	0.00	\$ 10,840.32	\$ 568.68	\$ -	\$ 568.68
2130.53230. Purchased Pupil Services	\$ 585.00	\$ -	\$ -	\$ 720.00	720.00	0.00	\$ 720.00	\$ (135.00)	\$ -	\$ (135.00)
2130.53300. Other Prof/Tech Services	\$ 600.00	\$ -	\$ -	\$ 600.00	600.00	0.00	\$ 600.00	\$ -	\$ -	\$ -
2130.54300. Repairs & Maint Equipment	\$ 200.00	\$ -	\$ -	\$ 200.00	0.00	0.00	\$ -	\$ 200.00	\$ -	\$ 200.00
2130.55800. Conference/Travel - Health Office	\$ 700.00	\$ -	\$ -	\$ 700.00	125.00	0.00	\$ 125.00	\$ 575.00	\$ -	\$ 575.00
2130.56100. Supplies	\$ 2,400.00	\$ -	\$ -	\$ 2,400.00	702.17	0.00	\$ 702.17	\$ 1,697.83	\$ -	\$ 1,697.83
2130.56430. Professional Periodicals	\$ 100.00	\$ -	\$ -	\$ 100.00	27.00	0.00	\$ 27.00	\$ 73.00	\$ -	\$ 73.00
2130.58100. Dues & Fees	\$ 600.00	\$ -	\$ -	\$ 600.00	331.00	0.00	\$ 331.00	\$ 269.00	\$ -	\$ 269.00
<b>Total</b>	<b>\$ 115,984.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 115,984.00</b>	<b>\$ 104,040.78</b>	<b>\$ -</b>	<b>\$ 104,040.78</b>	<b>\$ 11,943.22</b>	<b>\$ -</b>	<b>\$ 11,943.22</b>
<b>2140-Psychological Services</b>										
2140.51900. Wages Paid - School Psychologist	\$ 51,638.00	\$ -	\$ -	\$ 51,638.00	51,637.96	0.00	\$ 51,637.96	\$ 0.04	\$ -	\$ 0.04
2140.52100. Group Life Insurance - Psychologist	\$ 38.00	\$ -	\$ -	\$ 38.00	24.48	0.00	\$ 24.48	\$ 13.52	\$ -	\$ 13.52
2140.52200. FICA/Medicare Employer - Psychologist	\$ 749.00	\$ -	\$ -	\$ 749.00	671.26	0.00	\$ 671.26	\$ 77.74	\$ -	\$ 77.74
2140.52800. Health Insurance	\$ 10,730.00	\$ -	\$ -	\$ 10,730.00	18,663.76	0.00	\$ 18,663.76	\$ (7,933.76)	\$ -	\$ (7,933.76)
2140.53230. Purchased Pupil Services	\$ 2,000.00	\$ -	\$ -	\$ 2,000.00	2,887.50	0.00	\$ 2,887.50	\$ (887.50)	\$ -	\$ (887.50)
2140.56100. Assessment Supplies	\$ 2,000.00	\$ (800.00)	\$ -	\$ 1,200.00	160.30	0.00	\$ 160.30	\$ 1,039.70	\$ -	\$ 1,039.70
2140.56110. Instructional Supplies - Psychologist	\$ 200.00	\$ -	\$ -	\$ 200.00	0.00	0.00	\$ -	\$ 200.00	\$ -	\$ 200.00
<b>Total</b>	<b>\$ 67,355.00</b>	<b>\$ (800.00)</b>	<b>\$ -</b>	<b>\$ 66,555.00</b>	<b>\$ 74,045.26</b>	<b>\$ -</b>	<b>\$ 74,045.26</b>	<b>\$ (7,490.26)</b>	<b>\$ -</b>	<b>\$ (7,490.26)</b>
<b>2150-Speech &amp; Audiology Services</b>										
2150.53230. Purchased Pupil Services	\$ 64,974.00	\$ -	\$ -	\$ 64,974.00	72,227.60	0.00	\$ 72,227.60	\$ (7,253.60)	\$ -	\$ (7,253.60)
2150.56100. Supplies	\$ 775.00	\$ 800.00	\$ -	\$ 1,575.00	1,365.58	0.00	\$ 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>\$ 73,593.18</b>	<b>\$ -</b>	<b>\$ 73,593.18</b>	<b>\$ (7,044.18)</b>	<b>\$ -</b>	<b>\$ (7,044.18)</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	349.50	0.00	\$ 349.50	\$ 3,650.50	\$ -	\$ 3,650.50
2210.55800. Conference/Travel - Professional Development	\$ 6,000.00	\$ -	\$ -	\$ 6,000.00	865.13	0.00	\$ 865.13	\$ 5,134.87	\$ -	\$ 5,134.87
2210.56100. Supplies	\$ 2,000.00	\$ -	\$ -	\$ 2,000.00	0.00	0.00	\$ -	\$ 2,000.00	\$ -	\$ 2,000.00
<b>Total</b>	<b>\$ 12,000.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 12,000.00</b>	<b>\$ 1,214.63</b>	<b>\$ -</b>	<b>\$ 1,214.63</b>	<b>\$ 10,785.37</b>	<b>\$ -</b>	<b>\$ 10,785.37</b>
<b>2220-Library/Media Services</b>										
2220.56420. Library Books	\$ -	\$ -	\$ -	\$ -	\$ 5,000.11	\$ -	\$ 5,000.11	\$ (5,000.11)	\$ -	\$ (5,000.11)
<b>Total</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 5,000.11</b>	<b>\$ -</b>	<b>\$ 5,000.11</b>	<b>\$ (5,000.11)</b>	<b>\$ -</b>	<b>\$ (5,000.11)</b>
<b>2230-Technology</b>										
2230.51901. Wages Paid - Technology Staff	\$ 12,622.00	\$ -	\$ -	\$ 12,622.00	13,235.95	0.00	\$ 13,235.95	\$ (613.95)	\$ -	\$ (613.95)
2230.52100. Group Life Insurance - Technology	\$ 8.00	\$ -	\$ -	\$ 8.00	7.51	0.00	\$ 7.51	\$ 0.49	\$ -	\$ 0.49
2230.52200. FICA/Medicare Employer - Technology	\$ 966.00	\$ -	\$ -	\$ 966.00	990.04	0.00	\$ 990.04	\$ (24.04)	\$ -	\$ (24.04)
2230.52300. Pension Contributions - Technology	\$ 505.00	\$ -	\$ -	\$ 505.00	505.84	0.00	\$ 505.84	\$ (0.84)	\$ -	\$ (0.84)
2230.52800. Health Insurance - Technology	\$ 2,282.00	\$ -	\$ -	\$ 2,282.00	2,168.16	0.00	\$ 2,168.16	\$ 113.84	\$ -	\$ 113.84
2230.53520. Other Technical Services	\$ 76,014.00	\$ -	\$ -	\$ 76,014.00	75,978.00	0.00	\$ 75,978.00	\$ 36.00	\$ -	\$ 36.00
2230.56100. Supplies	\$ 500.00	\$ -	\$ -	\$ 500.00	510.00	0.00	\$ 510.00	\$ (10.00)	\$ -	\$ (10.00)
2230.56500. Technology Supplies	\$ 2,000.00	\$ -	\$ -	\$ 2,000.00	0.00	0.00	\$ -	\$ 2,000.00	\$ -	\$ 2,000.00
2230.57340. Technology Hardware - Instructional	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00	79,756.14	0.00	\$ 79,756.14	\$ (78,756.14)	\$ -	\$ (78,756.14)
2230.57341. Technology Hardware - Non-Instructional	\$ 3,000.00	\$ -	\$ -	\$ 3,000.00	7,459.82	0.00	\$ 7,459.82	\$ (4,459.82)	\$ -	\$ (4,459.82)
2230.57350. Software - Instructional	\$ 12,725.00	\$ -	\$ -	\$ 12,725.00	5,109.79	0.00	\$ 5,109.79	\$ 7,615.21	\$ -	\$ 7,615.21
2230.57351. Software - Non-Instructional	\$ 25,920.00	\$ -	\$ -	\$ 25,920.00	35,326.99	0.00	\$ 35,326.99	\$ (9,406.99)	\$ -	\$ (9,406.99)
<b>Total</b>	<b>\$ 137,542.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 137,542.00</b>	<b>\$ 221,048.24</b>	<b>\$ -</b>	<b>\$ 221,048.24</b>	<b>\$ (83,506.24)</b>	<b>\$ -</b>	<b>\$ (83,506.24)</b>
<b>2310-Board of Education</b>										
2310.51901. Wages Paid - Non-Certified - BOE Admin Office	\$ 12,302.00	\$ -	\$ -	\$ 12,302.00	12,489.80	0.00	\$ 12,489.80	\$ (187.80)	\$ -	\$ (187.80)
2310.52100. Group Life Insurance - BOE Office	\$ 8.00	\$ -	\$ -	\$ 8.00	7.50	0.00	\$ 7.50	\$ 0.50	\$ -	\$ 0.50
2310.52200. FICA/Medicare Employer - BOE Office	\$ 941.00	\$ -	\$ -	\$ 941.00	901.43	0.00	\$ 901.43	\$ 39.57	\$ -	\$ 39.57
2310.52300. Pension Contributions - BOE Office	\$ 493.00	\$ -	\$ -	\$ 493.00	492.97	0.00	\$ 492.97	\$ 0.03	\$ -	\$ 0.03
2310.52600. Unemployment Compensation - BOE Office	\$ 3,000.00	\$ -	\$ -	\$ 3,000.00	0.00	0.00	\$ -	\$ 3,000.00	\$ -	\$ 3,000.00
2310.52700. Workers' Compensation - BOE Office	\$ 22,823.00	\$ -	\$ -	\$ 22,823.00	20,882.99	0.00	\$ 20,882.99	\$ 1,940.01	\$ -	\$ 1,940.01
2310.52800. Health Insurance - BOE Office	\$ 6,030.00	\$ -	\$ -	\$ 6,030.00	5,168.64	0.00	\$ 5,168.64	\$ 861.36	\$ -	\$ 861.36
2310.53020. Legal Services - BOE Office	\$ 25,825.00	\$ -	\$ -	\$ 25,825.00	0.00	0.00	\$ -	\$ 25,825.00	\$ -	\$ 25,825.00
2310.55200. Property/Liability Insurance - BOE Office	\$ 21,459.00	\$ -	\$ -	\$ 21,459.00	19,978.91	0.00	\$ 19,978.91	\$ 1,480.09	\$ -	\$ 1,480.09
2310.55400. Advertising - BOE Office	\$ 500.00	\$ -	\$ -	\$ 500.00	4,453.06	0.00	\$ 4,453.06	\$ (3,953.06)	\$ -	\$ (3,953.06)
2310.55800. Conference/Travel - BOE Office	\$ 300.00	\$ -	\$ -	\$ 300.00	0.00	0.00	\$ -	\$ 300.00	\$ -	\$ 300.00
2310.56100. Supplies - BOE Office	\$ 1,400.00	\$ -	\$ -	\$ 1,400.00	1,021.56	0.00	\$ 1,021.56	\$ 378.44	\$ -	\$ 378.44
2310.58100. Dues & Fees - BOE Office	\$ 2,416.00	\$ -	\$ -	\$ 2,416.00	11,560.00	0.00	\$ 11,560.00	\$ (9,144.00)	\$ -	\$ (9,144.00)
2310.58900. Graduation Costs - BOE Office	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00	733.59	0.00	\$ 733.59	\$ 266.41	\$ -	\$ 266.41



BOE Budget v. Actual 6/30/2022										
	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>Total</b>	\$ 1,964,872.00	\$ -	\$ -	\$ 1,964,872.00	\$ 1,862,359.08	\$ -	\$ 1,862,359.08	\$ 102,512.92	\$ -	\$ 102,512.92
<b>6100-Elementary Tuition</b>										
6100.55631. Tuition - Elem Special Ed - private schools	\$ 79,398.00	\$ -	\$ -	\$ 79,398.00	122,395.00	0.00	\$ 122,395.00	\$ (42,997.00)	\$ -	\$ (42,997.00)
6100.000100.55660. Tuition - Elem Magnet Schools	\$ 144,984.00	\$ (105,159.00)	\$ -	\$ 39,825.00	40,725.00	0.00	\$ 40,725.00	\$ (900.00)	\$ -	\$ (900.00)
6100.000200.55660. Tuition - Elem Magnet Schools - Special Ed	\$ -	\$ 105,159.00	\$ -	\$ 105,159.00	96,673.73	0.00	\$ 96,673.73	\$ 8,485.27	\$ -	\$ 8,485.27
<b>Total</b>	\$ 224,382.00	\$ -	\$ -	\$ 224,382.00	\$ 259,793.73	\$ -	\$ 259,793.73	\$ (35,411.73)	\$ -	\$ (35,411.73)
<b>Total Expenditures</b>	\$ 6,787,139.00	\$ -	\$ -	\$ 6,787,139.00	\$ 6,568,839.27	\$ 90.23	\$ 6,568,929.50	\$ 218,209.50	\$ (90.23)	\$ 218,299.73

## Town of Sprague Budget Status as of July 31, 2022

### Summary

As of the end of July 2022, total revenues collected are 33% of the FY 2022/23 budgeted amount. This is on par with total revenues collected for the same period in FY 2021/2022 which were 32% of the total budgeted amount.

Total expenditures as of 7/31/22 are at 4% of budget. This is on par with expenditures for the same period in FY 2022/23 which were at 4% of the budget.

<i>Budget Category</i>	FY 2022/2023			Same Period Prior Year
	Budget	Year to Date	Year to Date %	
Property Taxes	6,568,716	3,308,193	50%	50%
State Education Grants	2,682,435	-	0%	0%
Other State Grants	437,049	-	0%	0%
Other Revenue	263,113	11,153	4%	2%
<b>Total General Fund Revenues</b>	<b>9,951,313</b>	<b>3,319,346</b>	<b>33%</b>	<b>32%</b>
Town/Municipal Expenditures	3,000,124	194,507	6%	7%
Board of Education Expenditures	6,895,693	210,535	3%	3%
<b>Total General Fund Expenditures</b>	<b>9,895,817</b>	<b>405,042</b>	<b>4%</b>	<b>4%</b>

The attached Budget vs. Actual report provides a detailed report of all revenues and expenditures as of the end of July. 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 66.0% of total revenues. Collections on Property Taxes for the period to July 31, 2022 of the current fiscal year are at 50% of the budgeted amount. This is also on par with prior year property tax revenue which was also 50% of the budgeted amount.

State Grants make up 31.3% of total budgeted revenues. As of July 31, 2022, the Town has not received any of its State grant revenue, which is comparable to the same period in the prior year.

The remaining revenue sources include interest income, fees, permits and miscellaneous revenue. In the aggregate, these sources comprise approximately 2.64% of total budgeted revenues. Current year collections on these sources total \$11,153 and are at 4% of the total budgeted amount. Collections in the prior year were 2% of the budgeted amount.

### Expenditures

Departmental and other operating expenditures as of July 31, 2022 tend to range between 3% and 9% 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 no major outliers.

Payments for memberships on regional agencies (49% year-to-date), insurance premiums (18% year-to-date) and maintenance contracts (38% year-to-date) tend to be invoiced in one or several installments. Similarly,

payments on bond principal (0% year-to-date) and interest (0% 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 \$210,535 or 3% of total budget. For the same period last fiscal year, Board of Education expenditures were 3% 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 2022

	July 2022	Current Year Totals				Comparison Same Period PY %	Estimated Year-End Totals			
		Budget	Year to Date	\$ Remaining	% of Budget		Year-End Est.	Budget	\$ Remaining	% of Budget
<b>Ordinary Income/Expense</b>										
<b>Income</b>										
5000 - Taxes										
5000-1 - Current Taxes	3,290,934	6,130,716	3,290,934	(2,839,782)	54%	53%	6,130,716	6,130,716	-	100%
5000-2 - Current Interest & Lien Fees	-	20,000	-	(20,000)	0%	0%	20,000	20,000	-	100%
5000-3 - Prior Year Tax	12,473	125,000	12,473	(112,527)	10%	13%	125,000	125,000	-	100%
5000-4 - Prior Year Interest/Lien Fees	2,724	35,000	2,724	(32,276)	8%	13%	35,000	35,000	-	100%
5000-5 - Current Supp MV Tax	2,062	72,000	2,062	(69,938)	3%	3%	72,000	72,000	-	100%
5000-6 - Firefighter Tax Abatement	-	(14,000)	-	14,000	0%	0%	(14,000)	(14,000)	-	100%
5000-7 - PILOT Solar Farm	-	200,000	-	(200,000)	0%	0%	200,000	200,000	-	100%
5000-8 - Tax & Applic. Refunds (contra)	-	-	-	-	0%	100%	-	-	-	0%
5000-9 - Tax Overpymnts Ret'd (contra)	-	-	-	-	0%	0%	-	-	-	0%
<b>Total 5000 - Taxes</b>	<b>3,308,193</b>	<b>6,568,716</b>	<b>3,308,193</b>	<b>(3,260,523)</b>	<b>50%</b>	<b>50%</b>	<b>6,568,716</b>	<b>6,568,716</b>	<b>-</b>	<b>100%</b>
5100 - State Grants-School										
5100-1 - ECS - Assis. to Towns for Educ.	-	2,682,435	-	(2,682,435)	0%	0%	2,682,435	2,682,435	-	100%
<b>Total 5100 - State Grants-School</b>	<b>-</b>	<b>2,682,435</b>	<b>-</b>	<b>(2,682,435)</b>	<b>0%</b>	<b>0%</b>	<b>2,682,435</b>	<b>2,682,435</b>	<b>-</b>	<b>100%</b>
5200 - State Grants-Local										
5200-1 - Telecomm. Property Tax Grant	-	4,500	-	(4,500)	0%	0%	4,500	4,500	-	100%
5200-10 - Judicial 10th Circuit Court	-	1,000	-	(1,000)	0%	0%	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	-	-	-	-	0%	0%	-	-	-	0%
5200-16 - Elderly & Disabled Transp Grant	-	8,543	-	(8,543)	0%	0%	8,543	8,543	-	100%
5200-2 - Municipal Rev Sharing-Muni Proj	-	386,528	-	(386,528)	0%	0%	386,528	386,528	-	100%
5200-4 - PILOT - State Property	-	14,278	-	(14,278)	0%	0%	14,278	14,278	-	100%
5200-5 - Mashantucket Pequot Grant	-	17,479	-	(17,479)	0%	0%	17,479	17,479	-	100%
5200-6 - Veterans Tax Relief	-	1,160	-	(1,160)	0%	0%	1,160	1,160	-	100%
5200-7 - Disability Exemption Reimb.	-	761	-	(761)	0%	0%	761	761	-	100%
<b>Total 5200 - State Grants-Local</b>	<b>-</b>	<b>437,049</b>	<b>-</b>	<b>(437,049)</b>	<b>0%</b>	<b>0%</b>	<b>437,049</b>	<b>437,049</b>	<b>-</b>	<b>100%</b>
5300 - Local Revenues										
5300-1 - Interest Income	1,716	1,500	1,716	216	114%	6%	3,000	1,500	1,500	200%
5300-10 - Permit Fees, P&Z, Inland & Wetl	-	3,500	-	(3,500)	0%	0%	3,500	3,500	-	100%
5300-13 - Landfill Receipts	1,950	23,000	1,950	(21,050)	8%	3%	23,000	23,000	-	100%
5300-14 - Newsletter Ads	-	2,000	-	(2,000)	0%	4%	2,000	2,000	-	100%
5300-15 - Marriage Licenses	16	150	16	(134)	11%	21%	150	150	-	100%
5300-16 - Sportsmans Licenses	4	150	4	(146)	3%	3%	150	150	-	100%
5300-17 - Farmland Preservation	48	950	48	(902)	5%	9%	950	950	-	100%
5300-2 - Licenses,Burial, Crem, Pis, Liq	235	1,000	235	(765)	24%	25%	1,000	1,000	-	100%
5300-3 - Building Inspector Fees	1,220	25,000	1,220	(23,780)	5%	0%	25,000	25,000	-	100%
5300-4 - Dog License Fees	196	1,300	196	(1,104)	15%	9%	1,300	1,300	-	100%
5300-5 - Sundry Receipts, faxes, etc	6	400	6	(394)	2%	2%	400	400	-	100%
5300-6 - Recording Land Rec,maps, trade	877	10,000	877	(9,123)	9%	12%	10,000	10,000	-	100%
5300-8 - Conveyance Tax	3,755	17,000	3,755	(13,245)	22%	22%	17,000	17,000	-	100%
5300-9 - Copies	185	5,000	185	(4,815)	4%	19%	5,000	5,000	-	100%
<b>Total 5300 - Local Revenues</b>	<b>10,208</b>	<b>90,950</b>	<b>10,208</b>	<b>(80,742)</b>	<b>11%</b>	<b>8%</b>	<b>92,450</b>	<b>90,950</b>	<b>1,500</b>	<b>102%</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	945	-	945	945	100%	100%	-	-	-	0%
5400-6 - Waste Management	-	52,000	-	(52,000)	0%	0%	52,000	52,000	-	100%
<b>Total 5400 - Misc Revenues</b>	<b>945</b>	<b>54,000</b>	<b>945</b>	<b>(53,055)</b>	<b>2%</b>	<b>0%</b>	<b>54,000</b>	<b>54,000</b>	<b>-</b>	<b>100%</b>
5500-3 - Resv. Dam Proj. - Prinp. S&W	-	45,000	-	(45,000)	0%	0%	45,000	45,000	-	100%
5500-4 - Resv. Dam Proj. - Int. W & S	-	20,234	-	(20,234)	0%	0%	20,234	20,234	-	100%
5800 - Transfer in of Capitalized Interest for Bond	-	52,929	-	(52,929)	0%	0%	52,929	52,929	-	100%
<b>Total Income</b>	<b>3,319,346</b>	<b>9,951,313</b>	<b>3,319,346</b>	<b>(6,631,967)</b>	<b>33%</b>	<b>32%</b>	<b>9,952,813</b>	<b>9,951,313</b>	<b>1,500</b>	<b>100%</b>
<b>Gross Profit</b>	<b>3,319,346</b>	<b>9,951,313</b>	<b>3,319,346</b>	<b>(6,631,967)</b>	<b>33%</b>	<b>32%</b>	<b>9,952,813</b>	<b>9,951,313</b>	<b>1,500</b>	<b>100%</b>

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

	July 2022	Current Year Totals				Comparison Same Period PY %	Estimated Year-End Totals					
		Budget	Year to Date	\$ Remaining	% of Budget		Year-End Est.	Budget	\$ Remaining	% of Budget		
<b>Expense</b>												
<b>6000 · Board of Selectmen</b>												
6000-1 · First Selectman	3,202	41,621	3,202	(38,419)	8%	11%	41,621	41,621	-	100%		
6000-2 · Selectman 2	100	1,200	100	(1,100)	8%	8%	1,200	1,200	-	100%		
6000-3 · Selectman 3	100	1,200	100	(1,100)	8%	8%	1,200	1,200	-	100%		
6000-4 · Selectman Office Sup, Misc.	-	1,401	-	(1,401)	0%	0%	1,401	1,401	-	100%		
6000-5 · Selectman - Mileage	-	1,000	-	(1,000)	0%	0%	1,000	1,000	-	100%		
6000-6 · Selectman Executive Assistant	2,856	37,128	2,856	(34,272)	8%	17%	37,128	37,128	-	100%		
6000-7 · Stipend Add'l Brd Participation	-	-	-	-	0%	0%	-	-	-	0%		
<b>Total 6000 · Board of Selectmen</b>	<b>6,258</b>	<b>83,550</b>	<b>6,258</b>	<b>(77,292)</b>	<b>7%</b>	<b>13%</b>	<b>83,550</b>	<b>83,550</b>	<b>-</b>	<b>100%</b>		
<b>6005 · Elections</b>												
6005-1 · Election Salaries	132	6,402	132	(6,270)	2%	7%	6,402	6,402	-	100%		
6005-2 · Election Misc.	1,925	15,708	1,925	(13,783)	12%	8%	15,708	15,708	-	100%		
<b>Total 6005 · Elections</b>	<b>2,057</b>	<b>22,110</b>	<b>2,057</b>	<b>(20,053)</b>	<b>9%</b>	<b>8%</b>	<b>22,110</b>	<b>22,110</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>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>	<b>5,000</b>	<b>25,850</b>	<b>5,000</b>	<b>(20,850)</b>	<b>19%</b>	<b>0%</b>	<b>25,850</b>	<b>25,850</b>	<b>-</b>	<b>100%</b>		
<b>6012 · Bookkeeper</b>												
6012-1 · Bookkeeper - Salary	2,358	29,353	2,358	(26,995)	8%	12%	29,353	29,353	-	100%		
6012-2 · Bookkeeper-Support	-	900	-	(900)	0%	0%	900	900	-	100%		
<b>Total 6012 · Bookkeeper</b>	<b>2,358</b>	<b>30,253</b>	<b>2,358</b>	<b>(27,895)</b>	<b>8%</b>	<b>11%</b>	<b>30,253</b>	<b>30,253</b>	<b>-</b>	<b>100%</b>		
<b>6015 · Assessors</b>												
6015-1 · Assessors, Salary	1,757	22,835	1,757	(21,078)	8%	11%	22,835	22,835	-	100%		
6015-4 · Assessors, Travel Expense	-	300	-	(300)	0%	0%	300	300	-	100%		
6015-5 · Assessors, Sch,Wrkshp, Seminars	-	-	-	-	0%	0%	-	-	-	0%		
6015-6 · Assess. Misc. Supplies, Postage	-	1,500	-	(1,500)	0%	17%	1,500	1,500	-	100%		
6015-7 · Assess. Map updts, Pric.Manuls	-	-	-	-	0%	0%	-	-	-	0%		
<b>Total 6015 · Assessors</b>	<b>1,757</b>	<b>24,635</b>	<b>1,757</b>	<b>(22,878)</b>	<b>7%</b>	<b>11%</b>	<b>24,635</b>	<b>24,635</b>	<b>-</b>	<b>100%</b>		
<b>6025 · Tax Collector</b>												
6025-1 · Tax Collector, Salary	2,124	27,607	2,124	(25,483)	8%	11%	27,607	27,607	-	100%		
6025-4 · Tax Collector Misc. Sup. Sch.	-	700	-	(700)	0%	0%	700	700	-	100%		
6025-5 · Tax Collector, Postage	-	1,900	-	(1,900)	0%	0%	1,900	1,900	-	100%		
<b>Total 6025 · Tax Collector</b>	<b>2,124</b>	<b>30,207</b>	<b>2,124</b>	<b>(28,083)</b>	<b>7%</b>	<b>11%</b>	<b>30,207</b>	<b>30,207</b>	<b>-</b>	<b>100%</b>		
<b>6030 · Town Treasurer</b>	<b>200</b>	<b>2,400</b>	<b>200</b>	<b>(2,200)</b>	<b>8%</b>	<b>8%</b>	<b>2,400</b>	<b>2,400</b>	<b>-</b>	<b>100%</b>		
<b>6035 · Town Counsel &amp; Financial Advisr</b>												
6035-1 · Town Counsel	4,207	45,000	4,207	(40,793)	9%	11%	45,000	45,000	-	100%		
6035-2 · Financial Advisor	-	3,000	-	(3,000)	0%	0%	3,000	3,000	-	100%		
<b>Total 6035 · Town Counsel &amp; Financial Advisr</b>	<b>4,207</b>	<b>48,000</b>	<b>4,207</b>	<b>(43,793)</b>	<b>9%</b>	<b>8%</b>	<b>48,000</b>	<b>48,000</b>	<b>-</b>	<b>100%</b>		
<b>6040 · Town Clerk</b>												
6040-1 · Town Clerk, Salary	3,967	51,569	3,967	(47,602)	8%	11%	51,569	51,569	-	100%		
6040-2 · Town Clerk, Office Sup, Misc.	75	1,463	75	(1,388)	5%	0%	1,463	1,463	-	100%		
6040-3 · Town Clerk, Dog Licenses	-	350	-	(350)	0%	0%	350	350	-	100%		
6040-4 · Town Clerk, School	-	1,156	-	(1,156)	0%	0%	1,156	1,156	-	100%		
6040-5 · Town Clerk, Microfm(Security)	-	400	-	(400)	0%	0%	400	400	-	100%		
<b>Total 6040 · Town Clerk</b>	<b>4,042</b>	<b>54,938</b>	<b>4,042</b>	<b>(50,896)</b>	<b>7%</b>	<b>10%</b>	<b>54,938</b>	<b>54,938</b>	<b>-</b>	<b>100%</b>		
<b>6045 · Telephone Services/DSL/Website</b>	<b>1,023</b>	<b>12,169</b>	<b>1,023</b>	<b>(11,146)</b>	<b>8%</b>	<b>7%</b>	<b>12,169</b>	<b>12,169</b>	<b>-</b>	<b>100%</b>		
<b>6050 · Pool Secretaries</b>												
6050-1 · Pool Sec,Salary-Asst Town Clerk	1,872	24,331	1,872	(22,459)	8%	12%	24,331	24,331	-	100%		
6050-2 · Pool Sec, Salary-Land Use Clerk	1,900	36,229	1,900	(34,329)	5%	11%	36,229	36,229	-	100%		
<b>Total 6050 · Pool Secretaries</b>	<b>3,772</b>	<b>60,560</b>	<b>3,772</b>	<b>(56,788)</b>	<b>6%</b>	<b>11%</b>	<b>60,560</b>	<b>60,560</b>	<b>-</b>	<b>100%</b>		
<b>6055 · Town Off. Bldg.</b>												
6055-1 · Town Off. Bldg.Janitorial Serv	-	9,900	-	(9,900)	0%	8%	9,900	9,900	-	100%		
6055-2 · Town Off. Bldg. Sup. Maint.	124	2,000	124	(1,876)	6%	9%	2,000	2,000	-	100%		
6055-3 · Town Off/Sen.Ctr.- Bldg.Heat	-	14,000	-	(14,000)	0%	0%	14,000	14,000	-	100%		
6055-4 · Town Off Bldg/Sen Ctr - Lights	294	11,876	294	(11,582)	2%	9%	11,876	11,876	-	100%		
6055-5 · Town Off. Bldg. rpr & renov.	2,222	5,000	2,222	(2,778)	44%	69%	5,000	5,000	-	100%		
<b>Total 6055 · Town Off. Bldg.</b>	<b>2,640</b>	<b>42,776</b>	<b>2,640</b>	<b>(40,136)</b>	<b>6%</b>	<b>14%</b>	<b>42,776</b>	<b>42,776</b>	<b>-</b>	<b>100%</b>		



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

	July 2022	Current Year Totals				Comparison Same Period PY %	Estimated Year-End Totals					
		Budget	Year to Date	\$ Remaining	% of Budget		Year-End Est.	Budget	\$ Remaining	% of Budget		
<b>6100 · P &amp; Z Comm.</b>												
6100-1 · P & Z Comm. Enfc. Off.	578	7,518	578	(6,940)	8%	11%	7,518	7,518	-	100%		
6100-2 · P & Z Comm. Planner	1,632	11,500	1,632	(9,868)	14%	0%	11,500	11,500	-	100%		
<b>Total 6100 · P &amp; Z Comm.</b>	<b>2,210</b>	<b>19,018</b>	<b>2,210</b>	<b>(16,808)</b>	<b>12%</b>	<b>4%</b>	<b>19,018</b>	<b>19,018</b>	<b>-</b>	<b>100%</b>		
6111 · Land Use Miscellaneous	-	500	-	(500)	0%	0%	500	500	-	100%		
6115 · Ec. Devel.	225	900	225	(675)	25%	100%	900	900	-	100%		
<b>6120 · Conservation Commission</b>												
6120-2 · Training workshop	-	100	-	(100)	0%	0%	100	100	-	100%		
6120-4 · Miscellaneous	-	1,000	-	(1,000)	0%	0%	1,000	1,000	-	100%		
<b>Total 6120 · Conservation Commission</b>	<b>-</b>	<b>1,100</b>	<b>-</b>	<b>(1,100)</b>	<b>0%</b>	<b>0%</b>	<b>1,100</b>	<b>1,100</b>	<b>-</b>	<b>100%</b>		
6150 · Conservation Wetlands Enf Off	-	7,000	-	(7,000)	0%	0%	7,000	7,000	-	100%		
<b>6200 · Highways</b>												
6200-1 · Highways, General Maintenance	5,386	49,000	5,386	(43,614)	11%	3%	49,000	49,000	-	100%		
6200-10 · Drug & Alcohol Testing	-	500	-	(500)	0%	40%	500	500	-	100%		
6200-2 · Highways, Public Works Salary	15,397	239,303	15,397	(223,906)	6%	11%	239,303	239,303	-	100%		
6200-3 · Highways, Misc. o/t labor.	1,376	28,000	1,376	(26,624)	5%	3%	28,000	28,000	-	100%		
6200-4 · Boots - Highways	-	2,500	-	(2,500)	0%	0%	2,500	2,500	-	100%		
6200-5 · Storm Materials	3,881	27,500	3,881	(23,619)	14%	0%	27,500	27,500	-	100%		
6200-6 · Highways, Roadway Mgmt.	10,934	40,000	10,934	(29,066)	27%	1%	40,000	40,000	-	100%		
6200-7 · Highways, Town Garage	137	8,000	137	(7,863)	2%	3%	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>37,111</b>	<b>403,303</b>	<b>37,111</b>	<b>(366,192)</b>	<b>9%</b>	<b>7%</b>	<b>403,303</b>	<b>403,303</b>	<b>-</b>	<b>100%</b>		
<b>6202 · Tree Maintenance</b>												
6202-1 · Tree Warden	-	2,250	-	(2,250)	0%	0%	2,250	2,250	-	100%		
6202-2 · Tree Warden- Training Seminars	-	350	-	(350)	0%	0%	350	350	-	100%		
6202-3 · Tree Pruning, Removal, Replacme	-	12,000	-	(12,000)	0%	15%	12,000	12,000	-	100%		
6202-4 · Tree Warden Mileage	-	400	-	(400)	0%	0%	400	400	-	100%		
<b>Total 6202 · Tree Maintenance</b>	<b>-</b>	<b>15,000</b>	<b>-</b>	<b>(15,000)</b>	<b>0%</b>	<b>12%</b>	<b>15,000</b>	<b>15,000</b>	<b>-</b>	<b>100%</b>		
<b>6205 · Street Lighting</b>												
6205-1 · Street Lighting	870	18,500	870	(17,630)	5%	5%	18,500	18,500	-	100%		
6205-2 · Repairs	-	2,000	-	(2,000)	0%	0%	2,000	2,000	-	100%		
<b>Total 6205 · Street Lighting</b>	<b>870</b>	<b>20,500</b>	<b>870</b>	<b>(19,630)</b>	<b>4%</b>	<b>5%</b>	<b>20,500</b>	<b>20,500</b>	<b>-</b>	<b>100%</b>		
6300 · Social Security	3,767	56,880	3,767	(53,113)	7%	10%	56,880	56,880	-	100%		
6310 · Deferred Compensation	1,191	15,479	1,191	(14,288)	8%	12%	15,479	15,479	-	100%		
<b>6400 · Regional Agencies</b>												
6400-1 · Reg. Agency - TVCCA	1,100	1,100	1,100	-	100%	100%	1,100	1,100	-	100%		
6400-10 · RegAgency-SSAC of Eastern CT	-	300	-	(300)	0%	0%	300	300	-	100%		
6400-11 · RegAg-SE CT Enterpr Reg	-	1,038	-	(1,038)	0%	0%	1,038	1,038	-	100%		
6400-12 · RegAgcy-Regional Animal Control	9,811	9,811	9,811	-	100%	100%	9,811	9,811	-	100%		
6400-2 · Reg. Agency - Cncl. of Gvnt	-	1,632	-	(1,632)	0%	0%	1,632	1,632	-	100%		
6400-3 · Reg. Agency - Soil/Wtr. Con.	-	300	-	(300)	0%	0%	300	300	-	100%		
6400-4 · Reg. Agency - Women's Center	-	250	-	(250)	0%	0%	250	250	-	100%		
6400-5 · Uncas Health District	4,989	19,956	4,989	(14,967)	25%	25%	19,956	19,956	-	100%		
6400-6 · Reg. Agency - CCM	2,032	2,032	2,032	-	100%	100%	2,032	2,032	-	100%		
6400-7 · Reg. Agency - Norwich PrbCrt	550	2,199	550	(1,649)	25%	24%	2,199	2,199	-	100%		
6400-8 · Council of Small Towns (COST)	975	975	975	-	100%	0%	975	975	-	100%		
6400-9 · Quinebaug Walking Weekends	-	500	-	(500)	0%	0%	500	500	-	100%		
<b>Total 6400 · Regional Agencies</b>	<b>19,457</b>	<b>40,093</b>	<b>19,457</b>	<b>(20,636)</b>	<b>49%</b>	<b>45%</b>	<b>40,093</b>	<b>40,093</b>	<b>-</b>	<b>100%</b>		
<b>6500 · Insurance</b>												
6500-1 · Insurance, General Town	8,484	36,440	8,484	(27,956)	23%	20%	36,440	36,440	-	100%		
6500-2 · Insurance, Fire Department	4,512	18,051	4,512	(13,539)	25%	0%	18,051	18,051	-	100%		
6500-4 · Insurance, Water & Sewer Plants	2,158	8,633	2,158	(6,475)	25%	25%	8,633	8,633	-	100%		
6500-5 · Insurance,CIRMA (Workers Comp)	8,687	40,069	8,687	(31,382)	22%	4%	40,069	40,069	-	100%		
6500-6 · Insurance, Empl. Medical Ins.	24,991	162,476	24,991	(137,485)	15%	12%	162,476	162,476	-	100%		
6500-7 · Employee Insurance Waiver	121	6,450	121	(6,329)	2%	8%	6,450	6,450	-	100%		
<b>Total 6500 · Insurance</b>	<b>48,953</b>	<b>272,119</b>	<b>48,953</b>	<b>(223,166)</b>	<b>18%</b>	<b>12%</b>	<b>272,119</b>	<b>272,119</b>	<b>-</b>	<b>100%</b>		
<b>6600 · Police Department</b>												
6600-1 · Police Dept. Resident Trooper	-	182,006	-	(182,006)	0%	0%	182,006	182,006	-	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%	0%	500	500	-	100%		
6600-5 · Police Dept.- Sch. Crs. Guard	-	5,070	-	(5,070)	0%	0%	5,070	5,070	-	100%		
<b>Total 6600 · Police Department</b>	<b>-</b>	<b>192,876</b>	<b>-</b>	<b>(192,876)</b>	<b>0%</b>	<b>0%</b>	<b>192,876</b>	<b>192,876</b>	<b>-</b>	<b>100%</b>		

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

	July 2022	Current Year Totals				Comparison		Estimated Year-End Totals				
		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.	446	24,000	446	(23,554)	2%	0%	24,000	24,000	-	100%		
6605-2 · Fire Dept, Fixed Expenses	7,013	36,300	7,013	(29,287)	19%	31%	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.	115	11,200	115	(11,085)	1%	0%	11,200	11,200	-	100%		
6605-5 · Fire Dept., Training	-	14,500	-	(14,500)	0%	0%	14,500	14,500	-	100%		
6605-6 · Fire Dept., Business Exp.	718	14,140	718	(13,422)	5%	1%	14,140	14,140	-	100%		
6605-7 · Fire Dept., Equip. Maint.	-	12,600	-	(12,600)	0%	1%	12,600	12,600	-	100%		
<b>Total 6605 · Fire Dept.</b>	<b>8,292</b>	<b>120,290</b>	<b>8,292</b>	<b>(111,998)</b>	<b>7%</b>	<b>10%</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>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	8,000	667	(7,333)	8%	8%	8,000	8,000	-	100%		
6615-2 · Fire Marshal/Off.Exp.Ed.Misc	-	2,250	-	(2,250)	0%	0%	2,250	2,250	-	100%		
6615-4 · Burning Official - Salary	-	625	-	(625)	0%	0%	625	625	-	100%		
<b>Total 6615 · Fire Marshal/Burning Official</b>	<b>667</b>	<b>10,875</b>	<b>667</b>	<b>(10,208)</b>	<b>6%</b>	<b>6%</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	1,558	20,260	1,558	(18,702)	8%	11%	20,260	20,260	-	100%		
6620-2 · Enf. Off-Bldg.Code - Mileage	-	800	-	(800)	0%	0%	800	800	-	100%		
6620-3 · Enf.Off-Bldg.Code - Mbrshp.Fee	-	250	-	(250)	0%	0%	250	250	-	100%		
6620-6 · Enf.Off-Bldg.Code- Ed.Training	-	850	-	(850)	0%	0%	850	850	-	100%		
6620-7 · Enf.Off-Bldg.Code- Code Vol,Sup	-	500	-	(500)	0%	0%	500	500	-	100%		
<b>Total 6620 · Enf. Off-Bldg.Code</b>	<b>1,558</b>	<b>22,660</b>	<b>1,558</b>	<b>(21,102)</b>	<b>7%</b>	<b>10%</b>	<b>22,660</b>	<b>22,660</b>	<b>-</b>	<b>100%</b>		
<b>6625 · Blight Enforcement Officer</b>												
6625-1 · Blight Enforce. Officer-Salary	308	3,700	308	(3,392)	8%	8%	3,700	3,700	-	100%		
6625-2 · Blight Enforce.Officer-Mileage	-	150	-	(150)	0%	0%	150	150	-	100%		
6625-3 · Blight Enforce.Officer-Postage	-	150	-	(150)	0%	0%	150	150	-	100%		
<b>Total 6625 · Blight Enforcement Officer</b>	<b>308</b>	<b>4,000</b>	<b>308</b>	<b>(3,692)</b>	<b>8%</b>	<b>8%</b>	<b>4,000</b>	<b>4,000</b>	<b>-</b>	<b>100%</b>		
<b>6700 · Sanit/Wst Rem.</b>												
6700-2 · Sanit/Wst.Rem,Matls.Misc	153	5,000	153	(4,847)	3%	6%	5,000	5,000	-	100%		
6700-3 · Sanit/Wst.Rem., Recycling	800	65,000	800	(64,200)	1%	6%	65,000	65,000	-	100%		
<b>Total 6700 · Sanit/Wst Rem.</b>	<b>953</b>	<b>70,000</b>	<b>953</b>	<b>(69,047)</b>	<b>1%</b>	<b>6%</b>	<b>70,000</b>	<b>70,000</b>	<b>-</b>	<b>100%</b>		
<b>6702 · Waste Management Exp. (Waste Management)</b>	<b>-</b>	<b>67,000</b>	<b>-</b>	<b>(67,000)</b>	<b>0%</b>	<b>9%</b>	<b>67,000</b>	<b>67,000</b>	<b>-</b>	<b>100%</b>		
<b>6810 · Comm. of Aging</b>												
6810-1 · Comm. on Aging - Salary	2,314	30,359	2,314	(28,045)	8%	11%	30,359	30,359	-	100%		
6810-2 · Commission on Aging-Munic Agent	-	100	-	(100)	0%	0%	100	100	-	100%		
6810-4 · Comm. on Aging - Off sup/misc.	45	1,250	45	(1,205)	4%	5%	1,250	1,250	-	100%		
6810-5 · Comm. of Aging - Elevator Contr	220	2,640	220	(2,420)	8%	8%	2,640	2,640	-	100%		
6810-6 · Comm. of Aging - Programs	-	2,000	-	(2,000)	0%	0%	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	1,531	20,907	1,531	(19,376)	7%	12%	20,907	20,907	-	100%		
6810-9 · Van Expense, Comm. on Aging	229	7,000	229	(6,771)	3%	2%	7,000	7,000	-	100%		
<b>Total 6810 · Comm. of Aging</b>	<b>4,339</b>	<b>67,756</b>	<b>4,339</b>	<b>(63,417)</b>	<b>6%</b>	<b>9%</b>	<b>67,756</b>	<b>67,756</b>	<b>-</b>	<b>100%</b>		
<b>6950 · Capital Project</b>												
6950-1 · Capital Project,Rpr Centr Plnt	-	6,000	-	(6,000)	0%	0%	6,000	6,000	-	100%		
6950-2 · Engineering Fees, Cap. Proj.	3,010	18,700	3,010	(15,690)	16%	0%	18,700	18,700	-	100%		
<b>Total 6950 · Capital Project</b>	<b>3,010</b>	<b>24,700</b>	<b>3,010</b>	<b>(21,690)</b>	<b>12%</b>	<b>0%</b>	<b>24,700</b>	<b>24,700</b>	<b>-</b>	<b>100%</b>		
<b>7000 · Parks &amp; Playgrounds</b>	<b>-</b>	<b>750</b>	<b>-</b>	<b>(750)</b>	<b>0%</b>	<b>0%</b>	<b>750</b>	<b>750</b>	<b>-</b>	<b>100%</b>		
<b>7003 · Recreation Facilities (BoS)</b>												
7003-2 · Electricity	-	1,825	-	(1,825)	0%	7%	1,825	1,825	-	100%		
<b>Total 7003 · Recreation Facilities (BoS)</b>	<b>-</b>	<b>1,825</b>	<b>-</b>	<b>(1,825)</b>	<b>0%</b>	<b>7%</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 2022

	July 2022	Current Year Totals				Comparison		Estimated Year-End Totals				
		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	-	2,000	-	(2,000)	0%	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%	0%	500	500	-	100%		
7004-4 · Rec Event-Shetucket River Fest	-	250	-	(250)	0%	0%	250	250	-	100%		
7004-8 · Rec Event-Other	-	500	-	(500)	0%	0%	500	500	-	100%		
<b>Total 7004 · Recreation Events(SPARC)</b>	-	3,650	-	(3,650)	0%	0%	3,650	3,650	-	100%		
<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>	-	1,250	-	(1,250)	0%	0%	1,250	1,250	-	100%		
<b>7010 · Grist Mill</b>												
7010-1 · Grist Mill - Supplies, Maint.	-	850	-	(850)	0%	0%	850	850	-	100%		
7010-2 · Grist Mill-Elevator Maintenance	201	3,000	201	(2,799)	7%	29%	3,000	3,000	-	100%		
7010-3 · Grist Mill - Heat, Light	-	9,000	-	(9,000)	0%	6%	9,000	9,000	-	100%		
7010-5 · Grist Mill - Janitor- Salaries	-	4,800	-	(4,800)	0%	6%	4,800	4,800	-	100%		
<b>Total 7010 · Grist Mill</b>	201	17,650	201	(17,449)	1%	9%	17,650	17,650	-	100%		
<b>7012 · Historical Museum</b>												
7012-1 · Salary	-	2,184	-	(2,184)	0%	0%	2,184	2,184	-	100%		
7012-14 · Sprague Historical Society	106	200	106	(94)	53%	0%	200	200	-	100%		
<b>Total 7012 · Historical Museum</b>	106	2,384	106	(2,278)	4%	0%	2,384	2,384	-	100%		
<b>7015 · Library</b>												
7015-1 · Library - Librarian Assistant-1	721	14,640	721	(13,919)	5%	10%	14,640	14,640	-	100%		
7015-10 · Library - Director	2,433	29,011	2,433	(26,578)	8%	13%	29,011	29,011	-	100%		
7015-11 · Library - Programs	-	2,500	-	(2,500)	0%	0%	2,500	2,500	-	100%		
7015-12 · Professional Fees	-	500	-	(500)	0%	0%	500	500	-	100%		
7015-13 · Library-St Lib CT Membership	-	350	-	(350)	0%	0%	350	350	-	100%		
7015-2 · Library - Books	-	4,500	-	(4,500)	0%	0%	4,500	4,500	-	100%		
7015-3 · Library - Sup./Misc.	-	2,054	-	(2,054)	0%	0%	2,054	2,054	-	100%		
7015-4 · Library - Library Assistant - 4	420	14,640	420	(14,220)	3%	2%	14,640	14,640	-	100%		
7015-5 · Librarian Assistant - 5	1,208	9,700	1,208	(8,492)	12%	4%	9,700	9,700	-	100%		
7015-6 · Library - Librarian Assistant-6	247	7,320	247	(7,073)	3%	14%	7,320	7,320	-	100%		
<b>Total 7015 · Library</b>	5,029	85,215	5,029	(80,186)	6%	9%	85,215	85,215	-	100%		
<b>7100 · Miscellaneous</b>												
7100-10 · Newsletter- Salary	50	600	50	(550)	8%	100%	600	600	-	100%		
7100-11 · Bank Fees	-	-	-	-	0%	0%	-	-	-	0%		
7100-12 · Newsletter - Misc.	-	500	-	(500)	0%	0%	500	500	-	100%		
7100-2 · War Mem./Lords Bridge Gazebo	-	675	-	(675)	0%	7%	675	675	-	100%		
7100-3 · Cemeteries, Vets Graves	-	800	-	(800)	0%	0%	800	800	-	100%		
7100-4 · Contingent Fund	-	40,000	-	(40,000)	0%	0%	40,000	40,000	-	100%		
7100-5 · Memorial Day Celebration	-	1,000	-	(1,000)	0%	0%	1,000	1,000	-	100%		
7100-6 · Legal Ads	(1,639)	12,000	(1,639)	(13,639)	-14%	0%	12,000	12,000	-	100%		
7100-8 · Unemployment Compensation	-	-	-	-	0%	0%	-	-	-	0%		
<b>Total 7100 · Miscellaneous</b>	(1,589)	55,575	(1,589)	(57,164)	-3%	1%	55,575	55,575	-	100%		
<b>7150 · Sewer &amp; Water Dept.</b>												
7150-1 · Water & Sewer Public Services	-	7,700	-	(7,700)	0%	0%	7,700	7,700	-	100%		
<b>Total 7150 · Sewer &amp; Water Dept.</b>	-	7,700	-	(7,700)	0%	0%	7,700	7,700	-	100%		
<b>7200 · Office Machines/Sup/Mnt.</b>												
7200-1 · Office Mach/Sup/Mnt -Town Clerk	142	10,150	142	(10,008)	1%	0%	10,150	10,150	-	100%		
7200-10 · Fixed Asset Inventory	-	1,389	-	(1,389)	0%	0%	1,389	1,389	-	100%		
7200-2 · Office Mach/Sup/Mnt.- Tax Coll.	6,043	10,250	6,043	(4,207)	59%	54%	10,250	10,250	-	100%		
7200-3 · Office Mach/Sup/Mnt.- Assessor	14,008	15,737	14,008	(1,729)	89%	84%	15,737	15,737	-	100%		
7200-4 · Office Mach/Sup/Mnt-Select/Trea	-	1,000	-	(1,000)	0%	0%	1,000	1,000	-	100%		
7200-5 · Office Machines - Equip.Mnt.	-	7,000	-	(7,000)	0%	0%	7,000	7,000	-	100%		
7200-6 · Office MachSupp-ServSupp	-	5,000	-	(5,000)	0%	0%	5,000	5,000	-	100%		
7200-7 · Paychex Services	123	3,500	123	(3,377)	4%	11%	3,500	3,500	-	100%		
7200-8 · Off.Mach/Sup/Mnt-Library Suppor	2,095	4,201	2,095	(2,106)	50%	48%	4,201	4,201	-	100%		
7200-9 · Off.Mach/Sup/Mnt.-Mail System	-	708	-	(708)	0%	0%	708	708	-	100%		
<b>Total 7200 · Office Machines/Sup/Mnt.</b>	22,411	58,935	22,411	(36,524)	38%	36%	58,935	58,935	-	100%		

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

		July 2022	Current Year Totals				Comparison	Estimated Year-End Totals			
		July 2022	Budget	Year to Date	\$ Remaining	% of Budget	Same Period PY %	Year-End Est.	Budget	\$ Remaining	% of Budget
<b>7300 · Interest Payments - Bonds</b>											
	7300-14 · 2005 Bonds, Land Purchase, Rds	-	12,000	-	(12,000)	0%	0%	12,000	12,000	-	100%
	7300-15 · 2009 Bond-Roads, Roof, Fire App, A	-	10,500	-	(10,500)	0%	0%	10,500	10,500	-	100%
	7300-16 · 2013 Bonds-Various Purposes	-	93,675	-	(93,675)	0%	0%	93,675	93,675	-	100%
	7300-17 · 2020 Bonds-Various Purposes	-	148,300	-	(148,300)	0%	0%	148,300	148,300	-	100%
	<b>Total 7300 · Interest Payments - Bonds</b>	-	264,475	-	(264,475)	0%	0%	264,475	264,475	-	100%
<b>7305 · Redemption of Debt-Principal</b>											
	7305-14 · 2005 Bonds, Land Purchase, Rds	-	80,000	-	(80,000)	0%	0%	80,000	80,000	-	100%
	7305-15 · 2009 Bond-Roads, Roof, Fire App, AD	-	105,000	-	(105,000)	0%	0%	105,000	105,000	-	100%
	7305-16 · 2013 Bonds Various Purposes	-	250,000	-	(250,000)	0%	0%	250,000	250,000	-	100%
	7305-17 · 2020 Bonds - Various Purposes	-	115,000	-	(115,000)	0%	0%	115,000	115,000	-	100%
	<b>Total 7305 · Redemption of Debt-Principal</b>	-	550,000	-	(550,000)	0%	0%	550,000	550,000	-	100%
	7360 · Operating Transfers CNR Fund	-	17,000	-	(17,000)	0%	0%	17,000	17,000	-	100%
	7370 · Transfer to Eliminate CNR Deficit	-	60,000	-	(60,000)	0%	0%	60,000	60,000	-	100%
	7500 · Board of Education	210,535	6,895,693	210,535	(6,685,158)	3%	3%	6,895,693	6,895,693	-	100%
	<b>Total Expense</b>	405,042	9,895,817	405,042	(9,490,775)	4%	4%	9,895,817	9,895,817	-	100%
	<b>Net Ordinary Income</b>	2,914,304	55,496	2,914,304	2,858,808			56,996	55,496	1,500	103%
	<b>Net Income</b>	2,914,304	55,496	2,914,304	2,858,808			56,996	55,496	1,500	103%
<b>Summary</b>		<b>July 2022</b>	<b>Current Year Totals</b>					<b>Estimated Year-End Totals</b>			
	Board of Selectmen Expenditures	\$ 194,507	\$ 3,000,124	\$ 194,507	\$ (2,805,617)	6%	7%	\$ 3,000,124	\$ 3,000,124	\$ -	100%
	Board of Education Expenditures	\$ 210,535	\$ 6,895,693	\$ 210,535	\$ (6,685,158)	3%	3%	\$ 6,895,693	\$ 6,895,693	\$ -	100%
	<b>Total Expenditures</b>	\$ 405,042	\$ 9,895,817	\$ 405,042	\$ (9,490,775)	4%	4%	\$ 9,895,817	\$ 9,895,817	\$ -	100%