

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

Meeting Date and Time: Thursday, February 16, 2023, 10:00 AM –12:00 PM

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

Call-In Instructions: Telephone: 1 860-840-2075
Meeting ID: 495 576 369

Agenda

- I. Call to Order & Opening Remarks by Secretary Jeff Beckham and Treasurer Erick Russell

- II. Public Comment Period – *The Public Comment portion of the agenda will be announced by the Chair. Members of the public will be provided an opportunity to speak. Before making their comments, members of the public wishing to speak must be recognized by the Chair. Speakers may be asked to limit their comments due to time constraints of this meeting.*

- III. Approval of Minutes:
 - a. January 12, 2023, Regular Meeting

- IV. City of Hartford
 - a. Subcommittee Update
 - b. Review and Discussion: Monthly Financial Report: December 2022
 - c. Review, Discussion and Possible Action: Labor Contracts:
 - i. MOA with Local 1716: Public Works Maintainers and Team Leaders
 - ii. MOA with Local 1716: Housing Inspectors

- V. City of West Haven
 - a. Subcommittee Update
 - b. Review and Discussion: Monthly Financial Report: December 2022
 - c. Update on FY2021 Audited Financial Statements and FY2022 Audit
 - d. Review, Discussion and Possible Action: Labor Contracts:
 - i. BOE Contract with UPSEU – Food Service Employees
 - e. Review, Discussion and Possible Action: Non-Labor Contracts:

- i. Shoreline Wellness Center LLC. - Sales of William T. Blake Building
- ii. CDM Smith, Inc. - Engineering Services Dawson Ave Sewer Service Task Order 35
- iii. Purchase of Caterpillar Model 304 Mini Excavator – State Contract Used
- iv. O’Riordan Migani Architects - Robert A. Johnson Community Center Renovation Project
- v. Diversity Technology Consultants, Inc. - Beach Street Improvement Amendment #3

f. Review and Discussion: Non-Labor Contracts:

- i. Chestnut Sewer Main Emergency Repair

g. Open Item List

h. Tier IV Action Plan Update:

- i. Update on Whittlesey’s Assessment
- ii. Update on Financial Manager RFP Solicitation

VI. Town of Sprague

- a. Review and Discussion: Monthly Financial Report: December 2022

VII. Other Business

VIII. Adjourn

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STATE OF CONNECTICUT
MUNICIPAL ACCOUNTABILITY REVIEW BOARD
REGULAR MEETING MINUTES

Meeting Date and Time: Thursday, January 12, 2023, 10:00 AM –12:00 PM

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

Call-In Instructions: Telephone: 1 860-840-2075
Meeting ID: 547 937 849

Members in Attendance: Kimberly Kennison (OPM Secretary designee), Matt Brokman, Patrick Egan, David Biller, Thomas Hamilton, Stephen Falcigno, Robert White, Sal Luciano, Mark Waxenberg, Christine Shaw (State Treasurer designee),

Tier IV Members in Attendance: Nancy Rossi, Colleen O'Connor

Municipal Officials in Attendance: Luke Bronin, Leigh Ann Ralls, Julian Freund, Phillip Penn, Scott Jackson, David Taylor, Matthew Cavallaro, Rick Speyer

Staff in Attendance: James Caley, Chris Collibee, Simon Jiang, Bill Plummer, Michael Reis

I. Call to Order & Opening Remarks by Secretary Jeff Beckham and Treasurer Erick Russell

The meeting was called to order at 10:04 AM. Ms. Kennison provided opening remarks. She stated that Julian Freund has left OPM and begun employment with the City of Hartford as Budget Director. OPM and the MARB members congratulated Julian and the City. Ms. Shaw informed the members that Treasurer Russell will be designating a new individual and that she will be leaving the MARB soon.

II. Public Comment Period – *The Public Comment portion of the agenda will be announced by the Chair. Members of the public will be provided an opportunity to speak. Before making their comments, members of the public wishing to speak must be recognized by the Chair. Speakers may be asked to limit their comments due to time constraints of this meeting.*

There was no public comment.

III. Approval of Minutes:

a. December 1, 2022, Regular Meeting

Mr. Biller made a motion to approve the minutes, with a second by Ms. Shaw. A change was requested by Ms. Shaw regarding the spelling of Mr. Falcigno's name. The minutes, as corrected,

were approved by a vote of 8-0-1 with Mr. Waxenburg abstaining. Mr Brokman attended the meeting after the minutes were approved.

IV. City of Hartford

a. Subcommittee Update

No meeting held in December 2022 due to scheduling conflicts.

b. Review and Discussion: Monthly Financial Report: November 2022

Mayor Bronin presented the monthly financial report. Projected surplus of \$3.4M. He noted the key drivers include favorable projections in interest income (\$2.5M), unbudgeted municipal revenue sharing from the State (\$2.8M), outstanding property taxes from the Hartford Hilton (\$600K). Projected unfavorable variances include legal (\$1.8M) and utilities (\$800K).

Mayor Bronin noted that the City has been working with two unions which primarily represent their public works department and fire employees, to negotiate some off-cycle adjustments.

Mayor Bronin additionally highlighted that there is a looming threat to the City's commercial office real estate market, of which a significant portion of its revenue is derived. Ms. Shaw asked how the City is planning to address this looming threat. Mr. Bronin responded that new residential development to increase population density is a possible solution, among other ideas.

Mr. Penn provided an update on the Board of Education. He highlighted that there is a significant increase in expenses related to CREC. This is a result of approximately 300 additional students going to CREC schools and CREC's recent increase to tuition for the next 3 years; which impacts FY23 (total increase equating to \$2,400/pupil). The total effect results in an additional expense of approximately \$4.7M in the FY23 budget year and approximately \$8.4M expense in the FY24 budget year. Special education transportation costs are up significantly as well (approximately \$4.5M). This is primarily due to door-to-door transportation requirements written into student IEP's. Factoring the items above, the Board of Education sees a potential general fund deficit of approximately \$12.7M in FY2022-2023. In the immediate term, the Board has decided to implement a hiring freeze on employees paid from the general fund, unless it is a classroom facing position, to help mitigate the projected deficit.

c. Review and Discussion: Non-Labor Contracts:

i: COMPASS Peacebuilders

This contract has been presented to the Board in the past. No further questions from the committee for the City regarding this contract.

ii: Hartford Next, Inc.

Total contract of approximately \$105K to provide administrative and engagement services to the City for neighboring revitalization zone programs for FY2023. No questions from the committee for the City regarding the contract.

V. City of West Haven

a. Subcommittee Update

No meeting held due to scheduling conflicts. Ms. Kennison provided an update on the City of West Haven audit by Whittlesey.

b. Review and Discussion: Monthly Financial Report November 2022

Mr. Jackson provided commentary on the year-end projections in the materials presented to the Board. He noted that property tax revenue is in line with expectations. Another significant revenue item, licenses and permits, are slightly below expected. Interest income is significantly higher (approximately \$973K) primarily due to unspent ARPA monies. These items, in addition to others discussed by Mr. Jackson, provide for a projected surplus of approximately \$1.14M.

Mr. Cavallaro provided an update on the Board of Education's results. Current projections are that the budget will be fully expended. Immediate challenges faced by the Board of Education relate to special education programs, specifically the rising associated costs. He noted that there have been a significant number of teachers that have resigned or retired resulting in a significant increase in severance expenses.

c. Review, Discussion and Possible Action: Non-Labor Contracts:

i: Diversified Technology Consultants, Inc.: Beach Street Roadway Improvements Contract Amendment #3

Mr. Jackson stated that he would like to remove this contract from the agenda as they need more time to prepare a related narrative document for the Board. Motion made by Mr. Luciano, seconded by Mr. Biller. All in favor, motion carries.

ii: Comcast Service Agreement with the City for Allington Fire Department

Ms. Kennison opened discussion regarding whether these types of contracts are required to be reviewed by the Board as they are reoccurring operating utility costs. Motion made by Mr. Luciano to remove contract from the agenda. Seconded by Mr. Waxenburg. All in favor, motion carries.

VI. Town of Sprague

a. Review and Discussion: Monthly Financial Report: November 2022

No members of the Board provided questions regarding the information presented.

VII. Other Business

Mr. Egan stated that he will be resigning from the Board as he is accepting a position with OPM. The Board congratulated Mr. Egan on his new position and thanked him for his many years of service to the MARB.

Ms. Shaw reminded the City of West Haven to review the list of outstanding items to the Board and provide updates at the MARB meetings.

VIII. Adjourn

Meeting adjourned at 11:22, motion by Mr. Luciano with a seconded by Mr. Egan. All in favor, motion carries.

**MEMORANDUM
MUNICIPAL ACCOUNTABILITY REVIEW BOARD**

To: Municipal Accountability Review Board
From: Simon Jiang
Subject: Update on Hartford Subcommittee
Date: January 31, 2023

The Hartford Subcommittee met on January 26. During the meeting, the City's auditor presented FY2022 audit. The Subcommittee reviewed a labor contract and budget mitigation plans provided by BOE and the City.

FY 2022 Audit: The City's independent audit firm, Clifton Larson Allen, presented the City's FY 2022 Audit. The audit firm issued an unmodified opinion on the City's financial statements and no findings in the report on internal controls and compliance. The State Single Audit report was also issued with unmodified opinion and no findings. The City's General Fund Balance increased by \$6.8 million to a total of \$38.7 million as of June 30, 2022. A copy of the audit presentation is attached.

Labor Contract with Local 1716, Maintainers and Team Leaders: The Subcommittee reviewed a tentative MOA between the City and the Local 1716, Council4, AFSCME. The term of the agreement is effective the first pay period following the approval of this agreement. The Subcommittee voted to recommend approval of the agreement by the full MARB. MARB has a total of 44 days from the date of signing the tentative MOA (1/24/2023) to either approve or reject.

Budget Mitigation Measures: Board of Education (BOE) provided a presentation on how to mitigate its FY23-24 budgeted deficit of \$24m (or 6% of the operating budget) which includes \$8.6m increase primarily from the tuition costs (300 additional students to CREC/Open Choice and CREC's recent tuition increases), \$5.6m from special education transportation cost (door to door transportation requirements and displaced students), Labor cost increase of \$1.9m, and cost of goods and services increase due to inflation. On the revenue side, the BOE has flat local funding and decrease state funding of approximately \$5.1m. To close the budget deficit, on the expense side, the BOE has taken immediate measures to freeze vacant full-time positions (except for classroom based instructional staff and positions funded by special funds) in the general fund to save approximately \$7-9M; reduce and consolidate programs, platforms and non-personnel expenses to save \$2-4M; and close remaining budget gap of \$2-3M. On the revenue side, BOE will strategically use ESSER fund to offset expense by \$4-6M and reexam revenue budget assumptions that may be too conservative, especially external partners to increase projected revenue approximately \$3-4 M.

The City provided an update on its budget mitigation initiatives. Six grants were awarded totaled approximately \$9.5M. Another significant grant opportunity that City has been pursuing is "CIF – Hart Is Where the Home Is" estimated \$26.8M in revenue. Workers Compensation (WC) cost continues to trend down for the 4th year in a row after the implementation of WC cost reduction strategies. Approximately, 100 employees will have completed a Defensive Driving Course to help the City reducing its vehicle repairs and maintenance cost.

* The next meeting of the Hartford Subcommittee is March 23rd.

City of Hartford

FY2023

Monthly Financial Report to the Municipal Accountability Review Board



December 2022
(FY2023 P6)

Meeting date: February 16, 2023

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

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City of Hartford - FY2023 General Fund Financial Report & Projection

2/16/2023

Revenue Category	FY2022 UN-AUDITED ACTUAL	FY2023 ADOPTED BUDGET	FY2023 REVISED BUDGET	FY2022 ACTUAL (DECEMBER)	FY2023 ACTUAL (DECEMBER)	FY2023 PROJECTION	VARIANCE (FAV)/UNFAV
41 General Property Taxes ¹	(295,133,692)	(294,747,269)	(294,747,269)	(179,777,675)	(173,767,460)	(295,092,003)	(344,734)
42 Licenses & Permits ²	(6,225,995)	(6,119,612)	(6,119,612)	(2,299,650)	(4,167,950)	(6,451,182)	(331,570)
43 Fines Forfeits & Penalties ³	(192,966)	(154,100)	(154,100)	(102,982)	(55,678)	(161,254)	(7,154)
44 Revenue from Money & Property ⁴	(1,647,085)	(1,171,054)	(1,171,054)	(490,472)	(4,237,961)	(4,854,804)	(3,683,750)
45 Intergovernmental Revenues ⁵	(332,953,403)	(288,532,177)	(288,532,177)	(129,505,731)	(141,196,509)	(291,389,993)	(2,857,816)
46 Charges For Services ^{6,10}	(4,940,478)	(3,149,666)	(3,149,666)	(2,256,915)	(2,534,565)	(3,488,438)	(338,772)
47 Reimbursements ⁷	(80,343)	(89,653)	(89,653)	(39,400)	(30,401)	(95,377)	(5,724)
48 Other Revenues ⁸	(328,236)	(55,200)	(55,200)	(91,011)	(568,908)	(141,390)	(86,190)
53 Other Financing Sources ⁹	(4,718,887)	(5,556,000)	(5,556,000)	(2,187,730)	(1,697,554)	(5,556,000)	-
Total Revenues¹⁸	(646,221,086)	(599,574,731)	(599,574,731)	(316,751,566)	(328,256,985)	(607,230,442)	(7,655,711)

Expenditure Category	FY2022 UN-AUDITED ACTUAL	FY2023 ADOPTED BUDGET	FY2023 REVISED BUDGET	FY2022 ACTUAL (DECEMBER)	FY2023 ACTUAL (DECEMBER)	FY2023 PROJECTION	VARIANCE (FAV)/UNFAV
Payroll ¹¹	116,456,657	124,048,205	124,281,665	55,660,161	56,350,968	123,276,079	1,005,586
Benefits ¹²	68,811,634	98,049,066	95,299,066	47,710,665	43,381,207	95,682,222	(383,156)
Debt & Other Capital ^{13 15}	111,386,490	15,454,900	18,104,900	31,916,051	4,326,551	18,104,900	-
Library	0	8,663,336	8,663,336	4,230,295	2,663,336	8,663,336	-
Metro Hartford Innovation Services	2,151,273	4,392,973	4,392,973	2,095,345	2,196,486	4,392,973	-
Utilities ¹⁶	28,290,066	30,256,463	30,256,463	13,341,648	14,012,401	31,073,000	(816,537)
Other Non-Personnel ¹⁷	28,465,721	34,696,514	34,563,054	10,575,200	15,112,044	36,498,128	(1,935,074)
Education ¹⁴	281,437,369	284,013,274	284,013,274	95,012,915	95,012,915	284,013,274	-
Total Expenditures¹⁸	636,999,210	599,574,731	599,574,731	260,542,281	233,055,909	601,703,912	(2,129,181)
Revenues and Expenditures incl. Committed and Assigned, Net	(9,221,876)	-	-	(56,209,285)	(95,201,076)	(5,526,529)	

REVENUE FOOTNOTES

- ¹ (1) Cumulative through December, current year tax levy revenue actuals are 1.65% or \$2.82M lower than FY2022 Period 6 (December).
(2) Prior Year Levy collections actuals are tracking unfavorably by \$2.98M compared to the FY2022 cumulative through December.
(3) Interest and liens collections actuals are lower by \$0.17M through December compared to FY2022.
(4) Revenues from subsequent tax lien sales are typically recorded in the 4th quarter of the fiscal year.
- ² The Licenses and Permits revenue category is primarily comprised of building, electrical, mechanical, plumbing permits, and food and milk dealer licenses. This revenue category's actuals are tracking favorably by 81% or \$1.87M compared to the FY2022 cumulative through December due to several significant permits sold for large projects during FY2023 that did not occur in FY2022.
- ³ The Fines, Forfeits and Penalties revenue line item includes revenues from false alarms fines and is projected to be slightly higher than the FY2023 budget.
- ⁴ Revenue from Money and Property contains lease/rental and short-term investment income. FY2023 actuals are tracking 764% higher than December FY2022 due to higher interest revenue.
- ⁵ Intergovernmental Revenues primarily reflect the receipts of Education Cost Sharing, Supplemental Car Tax and PILOT revenues from the State. December FY2023 actuals are 9.03% or \$11.69M higher than December FY2022 actuals as revenues from the State for tax-exempt property are 67.5% or \$20.87M higher through December in FY2023 than through December in FY2022. A 65.4% or \$7.42M higher reimbursement from the State was received in FY2023 for foregone tax revenue resulting from the motor vehicle property tax cap, as the motor vehicle mill rate cap declined from 45.00 to 32.46 mills, and a \$3.72M MRSA distribution received in October FY2023 also contributed to the favorability in December FY2023 compared to FY2022. FY2023 revenues do not include the \$11M received for distressed municipalities in FY2022.
- ⁶ Charges for Services contains revenues associated with the conveyance tax, transcript/filing of records, and special events. This revenue line item varies each year with historical actuals ranging from \$2.8M to \$4.9M. Conveyance tax revenue continues to be strong in FY2023.
- ⁷ **Reimbursements** (primarily Section 8) largely occur at fiscal year end.
- ⁸ Other Revenues will vary year to year based on unanticipated items such as settlements. Projected revenues for this category were substantially reduced in FY2023 Period 4 (October) after correction of a \$1.00M payment that was incorrectly assigned in FY2023 Period 3 (September).
- ⁹ Other Financing Sources reflects revenues from Corporate Contribution (1), DoNo Stadium Fund (2), the Parking Authority Fund (3), Special Police Service Fund (4), and other (5).
(1) A Corporate Contribution of \$10M was provided directly to the Hartford Public Library (HPL) for FY2022 to cover costs of library construction. Although a \$3.33M contribution was received in September FY2022, this contribution was part of the \$10M contribution and an adjustment was recorded in November FY2022 to transfer this contribution to HPL.
(2) Yard Goat Admission Tax is received monthly and is included in the year to date actuals.
(3) The revenue from Hartford Parking Authority is received quarterly.
(4) Revenues from Police Private Duty are posted quarterly.
- ¹⁰ FY2023 Adopted Budget reported in FY2023 Adopted Budget Book shifted \$600 in revenue for swimming pool inspections from Licenses and Permits to Charges for Services.

EXPENDITURE FOOTNOTES

- ¹¹ Payroll (FT, PT, OT and Holiday) is projected to be net favorable by \$1.01M. The methodology of the full-time payroll projection (detailed in the appendix) reflects 22.2 weeks of actual payroll expenses with 30 weeks remaining. Vacancies are assumed to be refilled with 26 weeks remaining in the fiscal year. Vacancy and attrition savings of \$4.87M and \$57K of favorability in Holiday Pay is offset by a projected shortfall of \$3.56M in OT and \$358K in PT. Payroll will continue to be monitored throughout the fiscal year.
- ¹² Benefits and Insurances is projected to be net unfavorable due to centrally budgeted non-Public Safety attrition being realized in departments city-wide.
- ¹³ The FY2023 Adopted Budget for Debt & Other Capital are comprised of \$4.65M for Downtown North principal and interest, \$122K for a Grant in Lieu of Taxes payment, \$116K for Clean Water loan principal and interest, and \$10.57M for Pay-As-You-Go CapEx. In addition, \$2.65M was transferred from Benefits and Insurances for a grand total of \$18.10M.
- ¹⁴ Education YTD actuals reflect 6 month of the City's tax supported payment of \$96M and one payment from the State of Connecticut. The \$188M ECS will be recorded as the State allocation is received.
- ¹⁵ Under the executed Contract Assistance agreement, \$54.10M of General Obligation debt service payments are made on the City's behalf by the State of Connecticut in FY2023. Consistent with GAAP rules, the contract assistance payments are recorded as donated capital revenue. The debt service expenditures are recorded in the ledger in the Debt Service line item to properly reflect the retirement of debt. This unbudgeted debt expense is offset by contract assistance revenue, together of which nets to zero.
- ¹⁶ Utilities are projected to be net unfavorable due to piped gas, waste disposal and fuel.
- ¹⁷ Non-personnel is unfavorable due to maintenance, software and legal services.
- ¹⁸ The City's financial system (Munis) reflects revenues as negative values (credits) and expenditures as positive values. A negative variance for revenues is favorable. A positive variance for revenues is unfavorable.

Revenue Summary - Major Category

	FY2022 UN-AUDITED	FY2023 ADOPTED	FY2023 REVISED	FY2022 ACTUAL	FY2023 ACTUAL
	ACTUAL	BUDGET	BUDGET	(DECEMBER)	(DECEMBER)
41-TAXES	(295,133,692)	(294,747,269)	(294,747,269)	(179,777,675)	(173,767,460)
CURRENT YEAR TAX LEVY	(281,599,623)	(285,792,269)	(285,792,269)	(171,198,330)	(168,376,296)
INTEREST AND LIENS	(5,034,546)	(3,800,000)	(3,800,000)	(2,330,269)	(2,156,266)
PRIOR YEAR LEVIES	(7,930,767)	(5,130,000)	(5,130,000)	(5,866,035)	(2,885,173)
TAX LIEN SALES	(187,912)	-	-	(187,912)	(193,550)
OTHER	(380,844)	(25,000)	(25,000)	(195,129)	(156,175)
42-LICENSES AND PERMITS	(6,225,995)	(6,119,612)	(6,119,612)	(2,299,650)	(4,167,950)
BUILDING PERMITS	(3,132,956)	(3,614,100)	(3,614,100)	(1,205,213)	(2,152,497)
ELECTRICAL PERMITS	(932,294)	(797,665)	(797,665)	(316,800)	(637,608)
FOOD & MILK DEALER LICENSES	(288,674)	(140,000)	(140,000)	(139,759)	(219,150)
MECHANICAL PERMITS	(622,751)	(800,000)	(800,000)	(244,310)	(459,554)
PLUMBING PERMITS	(442,584)	(337,846)	(337,846)	(145,370)	(183,413)
OTHER	(806,737)	(430,001)	(430,001)	(248,198)	(515,728)
43-FINES FORFEITS AND PENALTIES	(192,966)	(154,100)	(154,100)	(102,982)	(55,678)
FALSE ALARM CITATIONS-POL&FIRE	(170,436)	(138,000)	(138,000)	(93,694)	(53,086)
LAPSED LICENSE/LATE FEE	(12,025)	(7,100)	(7,100)	(2,900)	-
OTHER	(10,505)	(9,000)	(9,000)	(6,388)	(2,592)
44-INTEREST AND RENTAL INCOME	(1,647,085)	(1,171,054)	(1,171,054)	(490,472)	(4,237,961)
BILLINGS FORGE	(22,646)	(20,428)	(20,428)	(10,670)	(10,555)
CT CENTER FOR PERFORM ART	(54,167)	(50,000)	(50,000)	(25,000)	(29,167)
INTEREST	(830,377)	(362,000)	(362,000)	(144,879)	(3,903,999)
RENT OF PROP-ALL OTHER	(87,625)	(101,329)	(101,329)	(48,406)	(44,740)
RENTAL OF PARK PROPERTY	(42,305)	(16,000)	(16,000)	(22,130)	(20,790)
RENTAL OF PARKING LOTS	(26,021)	-	-	-	-
RENTAL OF PROP-FLOOD COMM	(114,240)	(99,360)	(99,360)	(64,560)	(49,680)
RENTAL-525 MAIN STREET	(37,251)	-	-	(26,073)	(15,108)
RENTS FROM TENANTS	(165,517)	(161,400)	(161,400)	(85,757)	(79,306)
SHEPHERD PARK	(124,207)	(234,393)	(234,393)	-	-
THE RICHARDSON BUILDING	(106,586)	(90,000)	(90,000)	(44,924)	(66,544)
UNDERWOOD TOWER PILOT	(36,144)	(36,144)	(36,144)	(18,072)	(18,072)
45-INTERGOVERNMENTAL	(332,953,403)	(288,532,177)	(288,532,177)	(129,505,731)	(141,196,509)
MUNICIPAL AID	(263,709,416)	(284,605,856)	(284,605,856)	(117,837,677)	(139,679,068)
CAR TAX SUPPL MRSF REV SHARING	(11,344,984)	(20,321,339)	(20,321,339)	(11,344,984)	(18,768,858)
EDUCATION COST SHARING	(186,762,102)	(187,974,890)	(187,974,890)	(46,993,723)	(46,993,723)
HIGHWAY GRANT	(1,186,368)	(1,186,368)	(1,186,368)	(593,184)	(583,155)
MASHANTUCKET PEQUOT FUND	(6,136,523)	(6,136,523)	(6,136,523)	(2,045,508)	(2,045,508)
MRSA BONDED DISTRIBUTION GRANT	(1,419,161)	(1,419,161)	(1,419,161)	-	-
MRSF SELECT PILOT	(12,422,113)	(12,422,113)	(12,422,113)	(12,422,113)	(16,142,362)
MUNICIPAL STABILIZATION GRANT	(3,370,519)	(3,370,519)	(3,370,519)	(3,370,519)	(3,370,519)
PRIV TAX EXEMPT PROPERTY	(30,904,693)	(51,774,943)	(51,774,943)	(30,904,693)	(51,774,943)
STATE OWNED PROPERTY	(10,162,953)	-	-	(10,162,953)	-
OTHER MUNICIPAL AID	(54,677,710)	-	-	-	-
STATE CONTRACT ASSISTANCE	(54,677,710)	-	-	-	-
OTHER STATE REVENUES	(11,208,076)	(24,516)	(24,516)	(11,133,422)	(40,831)
DISTRESSED MUNICIPALITIES	(11,114,995)	-	-	(11,114,995)	-
JUDICIAL BRANCH REV DISTRIB.	(74,654)	-	-	-	(40,831)
VETERANS EXEMPTIONS	(18,427)	(24,516)	(24,516)	(18,427)	-
PILOTS, MIRA & OTHER INTERGOVERNMENTAL	(3,355,901)	(3,898,505)	(3,898,505)	(534,232)	(1,473,259)
DISABIL EXEMPT-SOC SEC	(7,148)	(6,417)	(6,417)	(7,148)	-
GR REC TAX-PARI MUTUEL	(175,135)	(165,714)	(165,714)	(78,315)	(80,815)
HEALTH&WELFARE-PRIV SCH	(56,245)	(54,629)	(54,629)	-	-
MATERIALS INNOVATION RECYCLING	(1,500,000)	(1,500,000)	(1,500,000)	-	-
PHONE ACCESS LN TAX SH	(532,756)	(562,817)	(562,817)	-	-
PILOT CHURCH HOMES INC	(126,512)	(126,872)	(126,872)	(63,256)	(63,066)
PILOT FOR CT CTR FOR PERF	(273,269)	(357,056)	(357,056)	-	-
PILOT FOR HARTFORD 21	(500,000)	(500,000)	(500,000)	(257,450)	(250,000)
PILOT HARTFORD HILTON	(46,501)	(350,000)	(350,000)	(46,501)	(975,040)
PILOT HARTFORD MARRIOTT	(113,335)	(250,000)	(250,000)	(56,563)	(80,213)
PILOT-PENNANT N CROSSING	-	-	-	-	(24,125)
PILOT TRINITY COLLEGE	(25,000)	(25,000)	(25,000)	(25,000)	-
OTHER	(2,300)	(3,300)	(3,300)	(400)	(3,351)
STATE REIMBURSEMENTS	(2,300)	(3,300)	(3,300)	(400)	(3,351)
46-CHARGES FOR SERVICES	(4,940,478)	(3,149,666)	(3,149,666)	(2,256,915)	(2,534,565)
CONVEYANCE TAX	(2,637,614)	(1,300,000)	(1,300,000)	(1,249,040)	(1,488,890)
FILING RECORD-CERTIF FEES	(441,164)	(300,000)	(300,000)	(230,123)	(161,275)
TRANSCRIPT OF RECORDS	(847,597)	(805,266)	(805,266)	(439,211)	(317,608)
OTHER	(1,014,102)	(744,400)	(744,400)	(338,542)	(566,792)
47-REIMBURSEMENTS	(80,343)	(89,653)	(89,653)	(39,400)	(30,401)
ADVERTISING LOST DOGS	(598)	(453)	(453)	(268)	(180)
ATM REIMBURSEMENT	-	-	-	-	-
DOG ACCT-SALARY OF WARDEN	(2,158)	(2,105)	(2,105)	-	-
OTHER REIMBURSEMENTS	-	-	-	-	-
REIMB FOR MEDICAID SERVICES	-	-	-	-	(5,724)
SECTION 8 MONITORING	(76,688)	(83,890)	(83,890)	(38,932)	(23,047)
OTHER	(900)	(3,205)	(3,205)	(200)	(1,450)
48-OTHER REVENUES	(328,236)	(55,200)	(55,200)	(91,011)	(568,908)
MISCELLANEOUS REVENUE	(207,788)	(45,724)	(45,724)	(78,920)	(575,246)
OVER & SHORT ACCOUNT	(1,237)	-	-	(24)	(0)
SALE CITY SURPLUS EQUIP	-	-	-	-	-
SALE OF DOGS	(7,633)	(5,993)	(5,993)	(4,003)	(2,882)
SETTLEMENTS - OTHER	(3,002)	(3,000)	(3,000)	(3,002)	-
OTHER	(108,576)	(483)	(483)	(5,062)	9,221
53-OTHER FINANCING SOURCES	(4,718,887)	(5,556,000)	(5,556,000)	(2,187,730)	(1,697,554)
CORPORATE CONTRIBUTION	-	-	-	-	-
DOWNTOWN NORTH (DONO)	(940,185)	(795,000)	(795,000)	(154,198)	(72,833)
REVENUE FROM HTFD PKG AUTHY	(2,111,857)	(2,011,000)	(2,011,000)	(1,500,000)	(1,000,000)
SPECIAL POLICE SERVICES	(1,666,845)	(2,750,000)	(2,750,000)	(533,532)	(624,721)
Grand Total	(646,221,086)	(599,574,731)	(599,574,731)	(316,751,566)	(328,256,985)

CITY OF HARTFORD
PROPERTY TAX COLLECTIONS REPORT FOR FY22 AND FY23
PROPERTY TAX COLLECTION REPORT THROUGH DECEMBER 31, 2022

Month	Current Year Taxes		Prior Year Taxes		Interest		Liens Sales		Total Collections	
	Actual FY 22	Actual FY 23	Actual FY 22	Actual FY 23	Actual FY 22	Actual FY 23	Actual FY 22	Actual FY 23	FY 22	FY 23
July	100,781,340	107,971,467 ¹	962,504	(298,163) ²	292,231	343,138 ²	-	187,912 ¹	102,036,074	108,204,354
August	43,818,629	41,837,343 ¹	1,660,552	835,535 ³	406,382	588,188 ⁴	-	5,637	45,885,563	43,266,703
September	2,354,099	2,173,272 ¹	1,234,241	743,324 ^{1,5}	660,811	343,968 ^{1,5}	-	-	4,249,151	3,260,564
October	1,620,537	1,843,488 ¹	786,197	422,659 ^{1,2}	358,588	279,932 ^{1,2}	-	-	2,765,323	2,546,079
November	2,414,141	1,617,965 ¹	567,061	389,123 ¹	289,710	212,941 ¹	187,912	- ¹	3,458,824	2,220,029
December	20,209,585	12,932,762 ^{1,6}	655,480	792,694	322,547	388,100	-	-	21,187,611	14,113,556
January	80,054,887		1,026,226		545,976		-	-	81,627,089	-
February	22,815,794		383,975		352,041		-	-	23,551,810	-
March	3,375,384		976,618		577,764		-	-	4,929,766	-
April	1,657,143		510,408		404,324		-	-	2,571,875	-
May	1,208,036		494,287		382,679		-	-	2,085,002	-
June	1,433,600		511,814		436,107		-	-	2,381,521	-
Total Collections	281,743,173	168,376,296	9,769,363	2,885,173	5,029,160	2,156,266	187,912	193,550	296,729,608	173,611,285
60 Day Collections			(1,976,671)		-		-		(1,976,671)	-
Reclass -- Year End entries	(143,550)		138,075		5,386		-		(89)	-
Adjusted Total Collections	281,599,623	168,376,296	7,930,767	2,885,173	5,034,546	2,156,266	187,912	193,550	294,752,848	173,611,285
	Current Year Taxes		Prior Year Taxes		Interest		Liens Sales		Total Collections	
	FY 22	FY 23	FY 22	FY 23	FY 22	FY 23	FY 22	FY 23	FY 22	FY 23
Total Budget	279,792,169	285,792,269	4,580,000	5,130,000	3,800,000	3,800,000	450,000	-	288,622,169	294,722,269
Total current levy (GL 2021) new bills	299,458,605	314,255,990	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Collections through DECEMBER	171,198,330	168,376,296	5,866,035	2,885,173	2,330,269	2,156,266	187,912	193,550	179,582,546	173,611,285
Outstanding Receivable at 12/31	123,537,639	138,907,946	46,905,347	43,749,915	n/a	n/a	n/a	n/a	n/a	n/a
Timing Adjustment from bridging QDS to Munis		6,971,749								
% of Budget Collected	61.19%	58.92%	128.08%	56.24%	61.32%	56.74%	41.76%	-	62.22%	58.91%
% of Adjusted Levy Collected	57.17%	53.58%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Mill Rate Real Estate	74.29	68.95								
Mill Rate Personal Property	74.29	68.95								
Mill Rate Motor Vehicle	45	32.46								

¹ FY2023 P1- Current Year Tax collections exceed prior year due to timing and higher assessments due to the revaluation. Several tax payers paid in July this fiscal year (FY2023) but in August-December fiscal year (FY2022).

² The FY2023 Prior Year Tax collections is a result of \$1.441M of credit adjustments from tax appeals (Hartford Steam Co, Marshall LLC, Asylum) net of \$1.184M actually collected.

³ A large payment of \$854k of back taxes was paid by Comcast in August 2021 increasing FY22 collections.

⁴ Increased interest collected due to delinquents from various taxpayers in FY23.

⁵ Timing and back tax (included interest) of \$800k collected from CIL Community & 194 Washington in September 2021 caused underun in YtY comparison.

⁶ Several large taxpayers' 2nd installments were paid early in December of FY22, but are not yet paid in FY23.

Expenditure Summary - Departments

	FY2022 UN-AUDITED ACTUAL	FY2023 ADOPTED BUDGET	FY2023 REVISED BUDGET	FY2022 ACTUAL (DECEMBER)	FY2023 ACTUAL (DECEMBER)	FY2023 PROJECTION	VARIANCE FAV/(UNFAV)
00111 MAYOR'S OFFICE	628,268	791,907	791,907	281,800	323,976	754,056	37,851
00112 COURT OF COMMON COUNCIL	701,869	988,318	988,318	303,101	318,475	982,487	5,831
00113 TREASURER	453,347	553,375	553,375	152,937	191,695	552,757	618
00114 REGISTRARS OF VOTERS	498,310	507,196	814,220	271,517	428,679	812,966	1,254
00116 CORPORATION COUNSEL	1,255,450	1,501,798	1,501,798	579,406	559,399	1,375,145	126,653
00117 TOWN & CITY CLERK	669,392	832,927	832,927	332,570	356,634	825,089	7,838
00118 INTERNAL AUDIT ¹	508,345	523,219	523,219	228,544	236,854	524,517	(1,298)
00119 CHIEF OPERATING OFFICER	1,338,151	1,820,210	1,820,210	621,774	787,703	1,760,621	59,589
00122 METRO HARTFORD INNOVATION SERV	2,151,273	4,392,973	4,392,973	2,095,345	2,196,486	4,392,973	0
00123 FINANCE	3,171,055	3,900,809	3,900,809	1,386,189	1,407,372	3,531,529	369,280
00125 HUMAN RESOURCES	1,419,987	1,920,345	1,920,345	573,447	706,952	1,826,757	93,588
00128 OFFICE OF MANAGEMENT & BUDGET	1,059,956	1,288,894	1,288,894	471,107	394,723	1,097,194	191,700
00132 FAMILIES, CHILDREN, YOUTH & RECREATION ²	3,646,734	3,663,453	3,663,453	2,192,274	2,175,072	3,743,419	(79,966)
00211 FIRE	39,166,624	40,371,325	40,371,325	18,128,427	17,875,839	39,781,596	589,729
00212 POLICE ³	48,430,034	49,586,238	49,586,238	22,992,117	23,352,412	50,048,881	(462,643)
00213 EMERGENCY SERVICES & TELECOMM. ⁴	3,514,557	4,405,552	4,405,552	1,853,238	2,114,804	4,836,641	(431,089)
00311 PUBLIC WORKS ⁵	17,331,252	19,124,731	19,124,731	7,658,603	8,500,986	19,398,691	(273,960)
00420 DEVELOPMENT SERVICES	4,911,923	6,268,086	6,268,086	1,885,723	1,967,820	5,988,789	279,297
00520 HEALTH AND HUMAN SERVICES	4,100,308	5,467,402	5,567,402	1,565,009	1,741,790	5,076,088	491,314
00711 EDUCATION	281,437,369	284,013,274	284,013,274	95,012,915	95,012,915	284,013,274	0
00721 HARTFORD PUBLIC LIBRARY	0	8,663,336	8,663,336	4,230,295	2,663,336	8,663,336	0
00820 BENEFITS & INSURANCES ⁶	68,811,634	98,049,066	95,299,066	47,710,665	43,381,207	95,682,222	(383,156)
00821 DEBT SERVICE	111,386,490	15,454,900	18,104,900	31,916,051	4,326,551	18,104,900	0
00822 NON OP DEPT EXPENDITURES ⁷	40,406,883	45,485,397	45,178,373	18,099,227	22,034,230	47,929,984	(2,751,611)
Grand Total	636,999,210	599,574,731	599,574,731	260,542,281	233,055,909	601,703,912	(2,129,181)

¹ City-wide unclassified and non-union 2% increase realized in departmental budget; adjustments, if needed, will occur at year end.

² Families, Children, Youth and Recreation is projected to be unfavorable due to seasonal part-time.

³ Police is projected to be unfavorable due to overtime.

⁴ Emergency Services & Telecomm. is projected to be unfavorable due to overtime.

⁵ DPW is projected to be unfavorable primarily due to overtime.

⁶ Benefits and Insurances is projected to be net unfavorable due to centrally budgeted non-Public Safety attrition being realized in departments city-wide.

⁷ Non Operating is projected to be net unfavorable due to utilities and legal services.

Expenditure Summary - Major Expenditure Category

	FY2022 UN-AUDITED ACTUAL	FY2023 ADOPTED BUDGET	FY2023 REVISED BUDGET	FY2022 ACTUAL (DECEMBER)	FY2023 ACTUAL (DECEMBER)	FY2023 PROJECTION	VARIANCE FAV/(UNFAV)
PAYROLL	116,456,657	124,048,205	124,281,665	55,660,161	56,350,968	123,276,079	1,005,586
FT ¹	91,134,646	104,054,712	103,994,712	43,008,434	44,444,024	99,129,621	4,865,091
HOL ¹	2,264,827	2,494,938	2,494,938	976,560	999,576	2,438,185	56,753
OT ¹	20,696,931	15,949,949	16,009,949	10,335,623	9,482,018	19,567,920	(3,557,971)
PT ¹	2,360,254	1,548,606	1,782,066	1,339,544	1,425,350	2,140,354	(358,288)
BENEFITS	68,811,634	98,049,066	95,299,066	47,710,665	43,381,207	95,682,222	(383,156)
HEALTH	8,629,036	35,836,618	33,086,618	15,662,831	10,426,120	33,086,618	0
MITIGATION ²	0	(1,190,000)	(1,190,000)	0	0	0	(1,190,000)
PENSION	51,492,153	50,806,786	50,806,786	25,752,104	25,263,471	50,806,786	0
INSURANCE	3,863,774	4,878,123	4,878,123	3,278,434	3,729,353	4,878,123	0
FRINGE REIMBURSEMENTS	(3,234,950)	(3,236,631)	(3,236,631)	(1,133,283)	(908,238)	(3,236,631)	0
LIFE INSURANCE	221,655	231,987	231,987	115,994	115,640	231,987	0
OTHER BENEFITS	3,735,238	4,579,297	4,579,297	1,517,711	2,372,986	4,579,297	0
WAGE ³	0	1,379,136	1,379,136	0	0	572,292	806,844
WORKERS COMP	4,104,729	4,763,750	4,763,750	2,516,874	2,381,875	4,763,750	0
DEBT	111,386,490	15,454,900	18,104,900	31,916,051	4,326,551	18,104,900	0
DEBT	111,386,490	15,454,900	18,104,900	31,916,051	4,326,551	18,104,900	0
LIBRARY	0	8,663,336	8,663,336	4,230,295	2,663,336	8,663,336	0
LIBRARY	0	8,663,336	8,663,336	4,230,295	2,663,336	8,663,336	0
MHIS	2,151,273	4,392,973	4,392,973	2,095,345	2,196,486	4,392,973	0
MHIS	2,151,273	4,392,973	4,392,973	2,095,345	2,196,486	4,392,973	0
UTILITY	28,290,066	30,256,463	30,256,463	13,341,648	14,012,401	31,073,000	(816,537)
UTILITY ⁴	28,290,066	30,256,463	30,256,463	13,341,648	14,012,401	31,073,000	(816,537)
OTHER	28,465,721	34,696,514	34,563,054	10,575,200	15,112,044	36,498,128	(1,935,074)
COMMUNITY ACTIVITIES	2,471,114	2,740,799	2,840,799	1,457,013	1,415,414	2,840,799	0
CONTINGENCY	1,118,196	3,079,795	3,079,795	50,615	176,666	3,079,795	0
CONTRACTED SERVICES ⁵	5,216,018	6,540,258	6,598,428	1,283,800	2,335,964	6,673,428	(75,000)
ELECTIONS	0	307,024	0	0	0	0	0
GOVT AGENCY & OTHER	45,140	43,176	43,176	29,145	29,760	43,176	0
LEASES - OFFICES PARKING COPIER ⁶	1,649,183	1,992,939	1,992,939	792,930	949,988	1,964,270	28,669
LEGAL EXPENSES & SETTLEMENTS ⁷	2,845,480	2,404,557	2,404,557	754,793	3,830,528	4,229,500	(1,824,943)
OTHER	4,990,492	5,298,645	5,295,265	2,014,344	1,668,369	5,295,265	0
OUT AGENCY	100,000	100,000	100,000	0	0	100,000	0
POSTAGE	225,000	200,000	200,000	105,000	155,618	200,000	0
SUPPLY	3,887,990	4,533,777	4,604,969	1,499,330	1,800,052	4,604,969	0
TECH, PROF & COMM BASED SERVICES ⁸	2,887,785	3,865,424	3,837,206	1,059,245	1,228,648	3,901,006	(63,800)
VEHICLE & EQUIP	3,029,324	3,590,120	3,565,920	1,528,985	1,521,036	3,565,920	0
EDUCATION	281,437,369	284,013,274	284,013,274	95,012,915	95,012,915	284,013,274	0
EDUCATION	281,437,369	284,013,274	284,013,274	95,012,915	95,012,915	284,013,274	0
Grand Total	636,999,210	599,574,731	599,574,731	260,542,281	233,055,909	601,703,912	(2,129,181)

¹ Payroll (FT, PT, OT and Holiday) is projected to be net favorable by \$1.01M. The methodology of the full-time payroll projection (detailed in the appendix) reflects 22.2 weeks of actual payroll expenses with 30 weeks remaining. Vacancies are assumed to be refilled with 26 weeks remaining in the fiscal year. Vacancy and attrition savings of \$4.87M and \$57K of favorability in Holiday Pay is offset by a projected shortfall of \$3.56M in OT and \$358K in PT. Payroll will continue to be monitored throughout the fiscal year.

² Mitigation of \$1.19M reflects non-Public Safety budgeted attrition and vacancy savings. The Police and Fire department respectively include \$4.07M and \$356K in budgeted attrition and vacancy savings. In total, \$5.62M is budgeted for attrition city-wide.

³ The FY2023 Adopted Budget includes centralized salary increases. Contractual increases for 1716 will be realized in full-time payroll.

⁴ Utilities are projected to be net unfavorable due to piped gas, waste disposal and fuel.

⁵ Contracted Services is unfavorable due to repair and maintenance service costs.

⁶ Leases is favorable due to lower office space rent.

⁷ Legal is unfavorable due to the trend in legal service costs.

⁸ Tech, Prof and Comm based services are unfavorable due to software and support expenditures.

Appendix

FY2023 Full-time Payroll Projection (through December)

DEPARTMENTS	BUDGETED HC	BUDGETED ANNUAL AMOUNT (REV)	YTD THRU CHECK ISSUE 12/9 (22.2 WEEKS)	PROJECTION (30 WEEKS)	YTD THRU 12/9 PLUS PROJECTION (30 WEEKS)	REMAINING ESTIMATED STEPS	PROJECTION	VARIANCE (BUDGETED ANNUAL AMOUNT - PROJECTION)
111-Mayor	8	755,659	274,692	442,866	717,558	0	717,558	38,101
112-CCC	9	450,000	152,984	236,185	389,169	0	389,169	60,831
113- Treas	9	408,140	169,095	234,865	403,961	3,562	407,522	618
114- ROV	7	371,827	140,091	222,121	362,212	840	363,052	8,775
116-Corp Counsel	15	1,443,618	489,691	827,449	1,317,140	0	1,317,140	126,478
117- Clerk	11	695,533	269,395	400,779	670,175	5,824	675,999	19,534
118-Audit	5	498,546	212,026	287,819	499,844	0	499,844	(1,298)
119-COO	17	1,327,481	474,428	749,342	1,223,770	0	1,223,770	103,711
123- FIN	46	3,590,121	1,157,084	2,008,630	3,165,715	24,006	3,189,720	400,401
125- HR	16	1,165,050	395,740	674,408	1,070,148	1,314	1,071,462	93,588
128-OMBG	13	1,180,814	317,768	667,476	985,244	1,561	986,805	194,009
132-FCYR	15	1,076,145	373,684	609,270	982,954	10,432	993,386	82,759
211- Fire	370	30,983,992	12,396,232	16,959,261	29,355,493	205,437	29,560,930	1,423,062
212- Police	515	42,298,652	15,040,525	20,994,086	36,034,612	337,487	36,372,098	5,926,554
213- EST	52	3,237,925	1,048,942	2,041,572	3,090,514	22,599	3,113,113	124,812
311- DPW	217	11,461,940	4,466,473	6,831,040	11,297,514	71,002	11,368,515	93,425
420- Devel Serv	63	4,758,947	1,613,215	2,696,028	4,309,243	46,001	4,355,244	403,703
520- HHS	37	2,606,702	671,402	1,415,658	2,087,059	28,328	2,115,388	491,314
Grand Total	1,425	108,311,092	39,663,468	58,298,857	97,962,325	758,390	98,720,715	9,590,377

FT- Fire Attrition	(355,941)
FT- Police Attrition	(4,071,069)
FT- Net other payroll	110,630
FT- Total Revised Budget	<u>103,994,712</u>


FT- Fire Attrition	(355,941)
FT- Police Attrition	(4,071,069)
FT- Net other payroll	<u>(298,276)</u>
FT- Subtotal Variance	4,865,091
Non-Sworn Attrition (in Bene	<u>(1,190,000)</u>
Total Variance	3,675,091

Assumptions

- 1) Analysis is based on year-to-date actuals from check date 12/9/22, which includes 22.2 pay periods, and projects filled positions for 30 future weeks.
- 2) Non-sworn vacancies are projected for 26 future weeks.
- 3) Adopted head count is 1443 with 18 MHIS positions funded in the MHIS internal service fund.
- 4) Internal Audit is projected unfavorable due to city-wide increases for non-union employees. Budget funding for this increase will be transferred, as needed, at year end.



MEMO

From: Phillip J. Penn 
To: Dr. Leslie Torres-Rodriguez
Date: February 9, 2023
Re: December Financial Results

Attached please find our year to date financial results through Period 6, the month ended December 31, 2022.

Through the midpoint of the fiscal year, expenditures across all funds increased to \$141.9 million, up \$26.5 million from the end of November. Over the same period encumbrances declined by \$1.9 million, as a number of previously encumbered items converted to paid expenses. The seasonal slowdown related to the annual holiday week closure also contributed to some of the decline in encumbrances.

In my last monthly memo, I had described a projected \$12.7 million deficit for the year. That projection has narrowed to \$6.4 million, driven by four items:

- A new tuition offset grant (not the formal name) that we estimate will provide \$3 million in unanticipated revenue to districts in the Sheff region that have more than 4% of their students attend RESC-operated magnet schools. We are waiting on confirmation of the actual grant amount for HPS from CSDE.
- We have re-estimated the amount of Special Ed billing we send to other districts at \$4.0 million versus a previous \$1.0 million.
- The costs for the temporary Central Office relocation will now be included in the ongoing construction project. We had previously estimated an impact of \$350,000 to 2022-23.
- Due to a significant increase in activity, we need to increase the budgeted funds for our expulsion hearing officer by \$50,000.

As I also shared previously, we have used an estimated vacancy savings of \$8.6 million for the current year. I continue to believe that projection is conservative, but have not been able to complete a re-estimate due to a Munis issue that we continue to work to resolve. Since we are running a vacancy rate of 11% across all funding sources, the actual vacancy savings (excluding positions that are funded by COVID grants) should be closer to \$14 million.

Let me know if you have any questions on the information above or the attached Period 6 financial reports.



All Funds Budget
 Financial Position Report as of 2/7/2023
 For: 7/1/2022 to 12/31/2022 Period: 1 to 6



Description	Series	FY 2022-23 Adopted Budget	FY 2022-23 Adjusted Budget	Year To Date Expenditures	Year To Date Encumb/ Committed	Balance
Certified Salaries	100	148,021,779	149,303,715	55,532,258	-	93,771,457
Severance/Other	199	1,215,000	1,215,000	932,974	-	282,026
Certified Salaries Total		149,836,779	150,518,715	56,465,232	-	94,053,483
Non Cert Salaries	200	60,390,749	64,252,282	26,077,957	-	38,174,325
Severance/Other	299	383,498	383,498	422,653	-	(39,155)
Non Certified Salaries Total		60,774,247	64,635,780	26,500,609	-	38,135,171
Instructional Improvements	322	3,326,028	11,303,109	2,039,826	3,463,609	5,790,674
Professional Services	333	3,131,676	12,496,519	2,437,085	2,448,954	7,524,011
MHIS/IT Services	335	3,075,236	3,035,236	1,025,079	-	2,010,157
Professional Contracts & Svs		9,532,940	26,834,863	5,501,989	5,912,563	15,333,842
Maint Supplies & Services	442	384,500	385,429	123,817	261,584	28
Maintenance Contracts	443	3,237,089	3,439,922	1,705,474	1,604,870	148,812
Rental - Equip & Facilities	444	1,819,386	1,804,736	427,129	422,246	1,015,360
Building Improvements	445	642,900	3,516,045	202,437	602,399	2,711,209
Purchased Property Services		6,083,876	9,206,131	2,459,857	2,891,098	3,875,409
Transportation	551	21,707,931	23,727,730	10,854,240	10,130,476	2,743,013
Communications	553	2,380,739	4,302,528	2,980,952	278,805	1,032,771
Advertising	554	309,106	277,547	82,543	123,704	71,300
Printing & Binding	555	76,750	58,257	1,226	-	57,031
Tuition	556	100,998,020	99,815,570	6,236,202	22,514,344	71,085,024
Travel & Conferences	558	170,309	222,867	53,944	-	168,923
Misc Services	559	875,028	1,169,260	215,198	103,546	850,516
Systemwide Purchased Svs Total		126,517,884	129,573,758	20,434,305	33,150,874	75,988,578
Instructional & Other Supplies	610	5,870,232	14,668,789	2,087,386	1,113,140	11,468,243
Utilities	620	9,395,846	9,406,348	3,881,477	5,357,776	167,094
Text & Library Books	640	118,179	153,706	13,389	10,197	130,120
Misc Supplies	650	1,051,998	3,461,952	256,758	355,043	2,851,151
Supplies & Materials Total		16,436,254	27,690,775	6,238,010	6,836,156	14,616,609
Equipment	730	1,577,637	6,637,491	898,690	646,560	5,142,721
Outlay Total		1,577,637	6,637,491	898,690	646,560	5,142,721
Organization Dues	810	221,637	276,561	111,720	14,786	150,053
Legal Judgments	820	220,000	220,000	100	-	219,900
Other Operating Expenses	899	(4,950,422)	(4,515,660)	197,791	133,275	(4,846,726)
Other Misc Expend Total		(4,508,785)	(4,019,099)	309,610	148,063	(4,476,773)
Fringe Benefits/Insurances	990	56,459,539	56,757,162	23,098,483	149,392	33,509,287
Contingency	998	-	-	-	-	-
Indirect	999	25,350	25,350	-	-	25,350
Sundry Total		56,484,889	56,782,512	23,098,483	149,392	33,534,637
All Funds Budget Total		422,735,721	467,860,926	141,906,785	49,734,708	276,219,432



General Fund Budget
 Financial Position Report as of 2/7/2023
 For: 7/1/2022 to 12/31/2022 Period: 1 to 6



Description	Series	FY 2022-23 Adopted Budget	FY 2022-23 Adjusted Budget	Year To Date Expenditures	Year To Date Encumb/ Committed	Balance
Certified Salaries	100	82,586,376	80,648,657	30,974,659	-	49,673,998
Severance/Other	199	1,215,000	1,215,000	110,937	-	1,104,063
Certified Salaries Total		83,801,376	81,863,657	31,085,596	-	50,778,061
Non Cert Salaries	200	37,814,549	37,653,499	15,317,576	-	22,335,923
Severance/Other	299	383,498	383,498	226,939	-	156,559
Non Certified Salaries Total		38,198,047	38,036,997	15,544,515	-	22,492,481
Instructional Improvements	322	285,649	3,148,668	424,294	969,756	1,754,619
Professional Services	333	1,245,178	1,400,146	698,839	326,161	375,146
MHIS/IT Services	335	2,278,990	2,278,990	759,663	-	1,519,327
Professional Contracts & Svs		3,809,817	6,827,804	1,882,796	1,295,917	3,649,091
Maint Supplies & Services	442	382,000	382,000	121,926	260,074	-
Maintenance Contracts	443	3,124,853	3,283,468	1,652,205	1,515,582	135,915
Rental - Equip & Facilities	444	1,520,933	1,538,289	286,697	289,651	961,941
Building Improvements	445	612,900	663,550	202,437	36,100	425,013
Purchased Property Services		5,640,686	5,867,307	2,263,265	2,101,407	1,522,869
Transportation	551	21,054,178	21,025,128	9,291,122	10,113,342	1,620,664
Communications	553	485,955	468,220	403,513	14,869	49,839
Advertising	554	71,806	54,653	12,500	25,000	17,153
Printing & Binding	555	51,250	32,734	-	-	32,734
Tuition	556	92,715,120	91,915,120	4,380,795	17,392,779	70,141,546
Travel & Conferences	558	112,509	165,551	45,135	-	120,416
Misc Services	559	471,402	480,650	142,814	102,654	235,182
Systemwide Purchased Svs Total		114,962,020	114,142,056	14,275,879	27,648,644	72,217,533
Instructional & Other Supplies	610	1,840,449	1,807,134	836,519	472,673	497,942
Utilities	620	7,515,516	7,515,516	3,117,906	4,333,809	83,801
Text & Library Books	640	22,600	22,842	2,841	59	19,942
Misc Supplies	690	448,895	508,247	102,057	93,521	312,669
Supplies & Materials Total		9,827,460	9,853,738	4,059,322	4,900,062	894,354
Equipment	730	567,216	522,362	105,786	155,585	311,470
Outlay Total		567,216	522,362	105,786	155,585	311,470
Organization Dues	810	146,637	166,292	66,200	9,588	90,505
Legal Judgments	820	220,000	220,000	100	-	219,900
Other Operating Expenses	899	(5,342,206)	(5,140,783)	95,753	78,125	(5,314,661)
Other Misc Expend Total		(4,975,569)	(4,754,491)	162,052	87,713	(5,004,256)
Fringe Benefits/Insurances	990	33,637,633	33,109,256	18,959,091	149,392	14,000,772
Contingency	998	-	-	-	-	-
Indirect	999	(1,455,407)	(1,455,407)	-	-	(1,455,407)
Sundry Total		32,182,226	31,653,849	18,959,091	149,392	12,545,365
General Fund Budget Total		284,013,279	284,013,279	88,338,304	36,338,720	159,336,255



Special Fund Budget
 Financial Position Report as of 2/7/2023
 For: 7/1/2022 to 1/31/2023 Period: 1 to 6



Grant Name	Grant Year	FY 2022-23 Adopted Budget	FY 2022-23 Adjusted Budget	Year To Date Expenditures	Year To Date Encumb/Committed	Year To Date Revenue	Balance
Federal Grants:							
23045 - ADULT EDUCATION PIP	2023	40,000	40,000	-	-	0	40,000
21015 - AMERICAN RESCUE PLAN ARP-ESSER III	2021	-	31,489,912	9,772,054	4,146,560	8,217,300	17,571,297
21038 - ARP HCY II Homeless Children&Youth	2021	-	385,086	22,581	-	0	362,515
22139 - ARP IDEA PART B 611	2022	-	1,082,595	325,697	169,990	303,532	586,908
22149 - ARP IDEA PART B 619 PRESCHOOL	2022	-	-	12,735	-	4,000	(12,735)
22039 - ARP/ESSER HCYI Homeless Child&Youth	2022	-	64,800	-	-	0	64,800
22025 - CARL D. PERKINS	2022	-	-	(544)	-	0	544
23025 - CARL D. PERKINS	2023	591,485	591,485	59,137	-	0	532,348
22683 - CT CHILDREN MEDICAL CENTER-DWORKIN	2022	-	-	75,073	-	0	(75,073)
22030 - EDUC-HOMELESS CHILDREN-YOUTH McVEN	2022	-	32,400	-	-	0	32,400
20013 - ESSER (COVID-19) CARES ACT	2020	-	-	12,970	-	0	(12,970)
21014 - ESSER II SET-ASIDE (CRRSA ACT)	2021	-	612,500	-	-	0	612,500
21013 - ESSER II (CRRSA ACT) Covid-19	2021	-	11,375,429	3,836,549	529,299	4,732,000	7,009,581
22026 - ESSER II SPED Recovery Activities	2022	-	-	-	10,764	8,900	(10,764)
23027 - FAFSA CHALLENGE	2023	-	20,000	-	-	0	20,000
21140 - IDEA PART B SECTION 611	2021	-	-	15,339	-	0	(15,339)
22140 - IDEA PART B SECTION 611	2022	982,361	1,080,437	820,140	371	0	239,926
23140 - IDEA PART B SECTION 611	2023	6,549,072	6,549,072	1,653,181	1,113,806	2,589,371	3,782,084
22150 - IDEA PART B, SECTION 619 PRE-SCHOOL	2022	30,617	30,617	-	-	0	30,617
23150 - IDEA PART B, SECTION 619 PRE-SCHOOL	2023	204,114	204,114	54,374	3,757	43,136	145,982
22051 - OD ESSA SIG C02-BURNS	2022	-	92,771	50,282	1,236	39,500	41,253
23051 - OD ESSA SIG C02-BURNS	2023	405,300	405,300	10,908	1	0	394,391
22054 - OD ESSA SIG C02-MILNER	2022	-	193,041	71,887	165	67,487	120,989
23054 - OD ESSA SIG C02-MILNER	2023	425,324	500,000	55,901	-	0	444,099
22053 - OD ESSA SIG C02-MLKING	2022	-	192,877	19,546	-	0	173,330
23053 - OD ESSA SIG C02-MLKING	2023	425,000	425,000	42,378	-	0	382,622
22055 - OD ESSA SIG C02-SAND	2022	-	80,462	75,473	4,123	65,000	866
23055 - OD ESSA SIG C02-SAND	2023	390,000	390,000	54,266	-	0	335,734
22056 - OD ESSA SIG C02-SMSA	2022	-	202,777	80,425	26,907	49,000	95,445
23056 - OD ESSA SIG C02-SMSA	2023	500,000	375,000	91,228	-	0	283,772
22057 - OD ESSA SIG C02-WISH	2022	-	57,379	19,167	32,163	40,000	6,049
23057 - OD ESSA SIG C02-WISH	2023	390,000	390,000	19,841	-	0	370,159
22052 - OD ESSA SIG CO2-WHS	2022	-	292,982	66,814	32,168	81,000	194,000
23052 - OD ESSA SIG CO2-WHS	2023	500,000	500,000	73,100	-	0	426,900
22169 - SPECIAL EDUCATION STIPEND	2022	-	10,000	6,000	-	10,000	4,000
22169 - SPECIAL EDUCATION STIPEND PARAS	2022	-	5,000	5,000	-	5,000	-
21019 - TITLE 1 PART A 1003 SIG (BULKELEY)	2021	-	-	94	-	0	(94)
21017 - TITLE 1 PART A 1003 SIG (PARKVILLE)	2021	-	-	7,101	-	0	(7,101)
23011 - TITLE 1, PART D, NEG & DEL	2023	68,673	42,937	-	-	0	42,937
22110 - TITLE 2 PART A, TEACHERS	2022	170,400	288,490	133,236	-	0	155,255
23110 - TITLE 2 PART A, TEACHERS	2023	1,136,003	1,136,003	427,726	465	0	707,812
21115 - TITLE 3 PART A, ENGLISH LANGUAGE	2021	-	-	6,423	-	0	(6,423)
22115 - TITLE 3 PART A, ENGLISH LANGUAGE	2022	81,485	81,485	59,435	7,790	48,347	14,261
23115 - TITLE 3 PART A, ENGLISH LANGUAGE	2023	543,235	543,235	218,889	40,859	0	283,487
21010 - TITLE I IMPROVING BASIC PROGRAMS	2021	-	-	4,935	-	0	(4,935)
22010 - TITLE I IMPROVING BASIC PROGRAMS	2022	2,593,222	3,595,503	1,332,287	78,638	540,000	2,184,578
23010 - TITLE I IMPROVING BASIC PROGRAMS	2023	12,393,711	12,393,711	3,340,623	192,021	0	8,861,067
22127 - TITLE IV-A SOC SUPPT & ACAD ENRICH	2022	141,915	155,201	83,551	2,148	125,000	69,502
23127 - TITLE IV-A SOC SUPPT & ACAD ENRICH	2023	946,097	946,097	147,176	-	0	798,921
Total Federal Grants:		29,508,014	76,833,708	23,162,980	6,393,230	16,968,573	47,277,498



Special Fund Budget
 Financial Position Report as of 2/7/2023
 For: 7/1/2022 to 1/31/2023 Period: 1 to 6



Grant Name	Grant Year	FY 2022-23 Adopted Budget	FY 2022-23 Adjusted Budget	Year To Date Expenditures	Year To Date Encumb/Committed	Year To Date Revenue	Balance
State Grants:							
22304 - ADULT EDUCATION - PROVIDER (STATE)	2022	-	-	48,065	-	0	(48,065)
23304 - ADULT EDUCATION - PROVIDER (STATE)	2023	1,729,660	1,810,566	589,871	36,340	1,207,044	1,184,556
23308 - ADULT EDUCATION CEE - URBAN LEAGUE	2023	6,076	6,461	-	6,461	79,115	-
23316 - ADULT EDUCATION CEE-LITERACY VOLUNT	2023	110,228	112,211	74,807	37,404	0	-
22306 - ALLIANCE - GOVENORS TURNAROUND	2022	-	-	46,962	-	0	(46,962)
23306 - ALLIANCE - GOVENORS TURNAROUND	2023	27,740,159	29,575,756	8,936,648	1,010,744	7,900,247	19,628,364
22878 - CHILD HEALTH & DEVELOP INSTITUTE CT	2022	-	-	-	-	4,345	-
22229 - COMMISSIONER'S NETWORK	2022	-	-	3,053	-	0	(3,053)
23229 - COMMISSIONER'S NETWORK HPHS	2023	-	830,358	70,706	210,150	0	549,502
23228 - COMMISSIONER'S NETWORK-McDonough	2023	-	603,000	15,952	168,339	177,200	418,709
23490 - CT DEPT OF PUBLIC HEALTH	2023	875,000	875,000	314,976	-	0	560,024
22507 - DEPT OF AG - CT GROWN 4 CT KIDS	2022	-	18,971	1,623	6,835	0	10,513
23224 - EXTENDED SCHOOL HOUR	2023	325,000	325,000	-	-	0	325,000
23200 - FAMILY RESOURCE CENTER PROGRAM	2023	508,250	508,250	-	-	0	508,250
23327 - MAGNET DEVELOPMENT & PLANNING	2023	-	75,000	2,155	34,989	0	37,876
23520 - MAGNET SCHOOL JOINT MAGNET OFFICE	2023	850,000	850,000	325,255	73,615	243,859	451,130
22323 - MAGNET SCHOOL OPERATING GRANT	2022	-	-	483,018	570	0	(483,589)
23323 - MAGNET SCHOOL OPERATING GRANT	2023	56,546,141	48,675,583	16,235,837	1,343,415	36,049,031	31,096,331
23320 - OPEN CHOICE SLOTS (RECEIVING DIST)	2023	150,000	150,000	21,774	19,886	0	108,340
22317 - PARENT TRUST FUND GRANT	2022	-	-	11	-	0	(11)
22218 - PRIORITY SCHOOL DISTRICTS	2022	-	-	43,043	-	0	(43,043)
23218 - PRIORITY SCHOOL DISTRICTS	2023	4,399,999	4,415,953	1,439,849	1,531	1,126,008	2,974,573
22618 - PSD FamilyFee Replacement SchReadl	2022	-	-	573	-	0	(573)
23227 - PSD-SUMMER SCHOOL	2023	375,000	375,000	331,391	-	194,930	43,609
23492 - SBHC-MATERNAL HEALTH & CHILD BLOCK	2023	125,000	125,000	37,404	-	0	87,596
22615 - SCHOOL READINESS GRANT	2022	-	-	3,957	-	0	(3,957)
23615 - SCHOOL READINESS GRANT	2023	2,190,000	2,190,000	654,130	-	0	1,535,869
22428 - SCHOOL SECURITY GRANT	2022	-	123,360	-	-	0	123,360
23283 - SHEFF SETTLEMENT-OC ACADEMIC/SOCIAL	2023	-	134,225	14,404	-	0	119,821
23215 - STATE BILINGUAL EDUCATION	2023	216,080	393,539	93,526	-	0	300,013
22531 - STATE EDUCATION RESOURCE CENTER	2022	-	25,000	-	-	25,000	25,000
23498 - SUPPT FOR PREGNANT/PARENTING TEENS	2023	-	400,000	19,954	-	0	380,046
Total State Grants:		96,146,593	92,598,233	29,808,744	2,950,259	47,006,778	59,839,230




Special Fund Budget
 Financial Position Report as of 2/7/2023
 For: 7/1/2022 to 1/31/2023 Period: 1 to 6



Grant Name	Grant Year	FY 2022-23 Adopted Budget	FY 2022-23 Adjusted Budget	Year To Date Expenditures	Year To Date Encumb/Committed	Year To Date Revenue	Balance
Private/Foundation Grants/Fee Collections:							
22706 - BARR FOUNDATION G-II	2022	-	203,288	110,581	-	0	92,708
23706 - BARR FOUNDATION G-II	2023	50,000	50,000	16,000	785	50,000	33,215
22702 - DALIO FOUNDATION	2022	-	23,121	11,686	905	0	10,529
23702 - DALIO FOUNDATION	2023	-	-	-	-	31,000	-
22982 - FEE COLLECTION - PRE-K	2022	-	-	-	-	-44	-
23982 - FEE COLLECTION - PRE-K	2023	12,000	24,500	5,311	-	30,510	19,189
99950 - Grants Accounting Sundry	2099	-	-	(3,902,772)	-	0	3,902,772
22795 - HARTFORD FOUNDATION PUBLIC GIVING	2022	-	31,685	-	-	0	31,685
23795 - HARTFORD FOUNDATION PUBLIC GIVING	2023	-	13,500	5,885	-	13,500	7,615
22585 - INSURANCE BILLING - MEDICAID(SBCH)	2022	-	-	(1,004)	-	0	1,004
23585 - INSURANCE BILLING - MEDICAID(SBCH)	2023	2,904,628	2,904,628	1,066,823	-	277,057	1,837,805
22590 - INSURANCE BILLING - MEDICAL REIMB	2022	-	-	4,445	-	0	(4,445)
23590 - INSURANCE BILLING - MEDICAL REIMB	2023	2,281,826	2,281,826	712,311	24,158	131,611	1,545,357
22803 - JENE FRANK SCHOLARSHIP FUND	2022	-	43,000	-	-	0	43,000
22662 - L.E.A.P.	2022	-	972,689	252,567	49,900	0	670,222
22810 - LAURA BUSH FOUNDATION / LIBRARIES	2022	-	5,000	5,000	-	5,000	-
22951 - MULTISOURCE - FOR SCHOOL	2022	-	2,000	1,525	-	0	475
23951 - MULTISOURCE - FOR SCHOOL	2023	-	2,690	-	-	4,690	2,690
21745 - NASSAU (formerly PHOENIX LIFE)	2021	-	-	600	-	0	(600)
22969 - PARTNERSHIP FUNDS (VARIOUS SOURCES)	2022	-	-	132	-	0	(132)
22728 - PRATT & WHITNEY	2022	-	5,000	-	630	5,000	4,370
22752 - QUALVOICE LLC	2022	-	12,500	-	-	0	12,500
23555 - SPECIAL EDUCATION EXCESS COST	2023	5,329,382	5,329,382	1,269,238	3,941,177	0	118,967
23012 - STOCKTON FARMER/MEGAN BRADLEY	2023	-	1,013	-	-	1,013	1,013
23531 - THE STATE EDUCATION RESOURCE	2023	-	-	-	-	2,500	-
19743 - TRAVELERS	2019	-	-	-	-	-229,790	-
20743 - TRAVELERS	2020	-	-	-	-	-175,034	-
22743 - TRAVELERS	2022	-	28,213	2,969	12,000	404,824	13,244
22987 - TUITION BILLING - SPECIAL EDUCATION	2022	1,490,000	2,536	87,803	-	-63,588	(85,267)
23987 - TUITION BILLING - SPECIAL EDUCATION	2023	1,000,000	2,466,002	945,256	22,913	0	1,497,833
22966 - WISE ISIDORE & SELMA TRAVEL FOUNDAT	2022	-	12,132	1,492	-	0	10,640
23707 - YOUTH COMMISSION MINI GRANT	2023	-	1,000	910	31	1,000	59
Total Private/Foundation Grants/Fee		13,067,836	14,415,706	596,758	4,052,500	489,250	9,766,448
Total All Grants:		138,722,442	183,847,647	53,568,481	13,395,989	64,464,600	116,883,177



MEMO

From: Phillip J. Penn 
To: Dr. Leslie Torres-Rodriguez
Date: February 9, 2023
Re: COVID-19 Relief Grant Spending

During the month of December, Hartford Public Schools expended or encumbered roughly \$1.9 million of our Federal COVID relief grants, bringing our total expenditures to \$57.3 million. The table that follows summarizes that spending by grant:

Grant	Spending Deadline	Total Grant Award	Total Spent or Encumbered	Change From 11/30/2022	Amount Remaining
ESSER I/CARES Act	9/30/2022	\$10,314,679	\$10,302,296	\$0	\$0
ESSER II	9/30/2023	\$45,730,706	\$26,207,004	\$394,337	\$19,523,702
ARP/ESSER III	9/30/2024	<u>\$98,589,663</u>	<u>\$20,799,501</u>	<u>\$1,511,266</u>	<u>\$77,790,162</u>
Total		\$154,635,048	\$57,308,801	\$1,905,602	\$97,313,864

The pace of spending was lower than expected given the budget approvals for the SEIG subgrants that were largely completed by the end of December. Nevertheless, the forecasted spending we have tracked for the remainder of 2022-23 and 2023-24 as part of the 2023-24 budget development process indicate that we will fully expend the grants by the end of their respective closing dates.

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

ESSER I/CARES ACT

Expenditures through 9/30/22

OBJECT	ACCOUNT DESCRIPTION	2020-21 EXPENDED	2021-22 EXPENDED	2022-23 EXPENDED	ENCUMBRANCES	TOTAL
511360	TEACHER-REG	45,828.44	0.00	0.00	0.00	45,828.44
511361	TEACHER-PT	0.00	143,706.39	0.00	0.00	143,706.39
511400	SOC WKR-REG	0.00	855,653.87	0.00	0.00	855,653.87
511401	SOC WKR-PT	0.00	396.00	0.00	0.00	396.00
512280	SUPPORTIVE STAFF-REG	200,940.33	288,156.61	0.00	0.00	489,096.94
512281	SUPPORTIVE STAFF-PT	0.00	1,326.92	0.00	0.00	1,326.92
512282	SUPPORTIVE STAFF-OT	0.00	3,256.25	0.00	0.00	3,256.25
512461	NURSE-PT	0.00	10,082.71	0.00	0.00	10,082.71
512562	SPEC POLICE OFF-OT	0.00	7,365.74	0.00	0.00	7,365.74
512591	FOOD SERVICE WORKER PT	53,823.43	55,747.30	0.00	0.00	109,570.73
512680	CUSTODIAN-REG	232,682.74	373,408.59	0.00	0.00	606,091.33
512682	CUSTODIAN-OT	37,052.09	55,038.59	12,048.75	0.00	104,139.43
529997	FRINGE BENEFITS-CERT	11,773.33	183,488.11	0.00	0.00	195,261.44
529998	FRINGE BENEFITS-NON-CER	206,584.97	287,025.56	921.73	0.00	494,532.26
533220	INSTR PROG IMPROVE SVS	310,750.00	13,000.00	0.00	0.00	323,750.00
533305	OTHER PROF TECH SVS	288,142.47	357,029.37	0.00	0.00	645,171.84
544300	MAINT & CUSTODIAL SERV	0.00	28,612.00	0.00	0.00	28,612.00
555301	POSTAGE	0.00	20,000.00	0.00	0.00	20,000.00
555303	INTERNET COMMUNICATIONS	382,838.93	429,660.59	0.00	0.00	812,499.52
555900	MISC PURCHASED SVS	10,683.00	0.00	0.00	0.00	10,683.00
566110	INSTRUCTIONAL SUPPLIES	306,590.08	147,000.83	0.00	0.00	453,590.91
566504	TECHNOLOGY RELATED SUPP	46,310.40	28,227.30	0.00	0.00	74,537.70
566909	SUPPLIES AND MATERIALS	575,561.09	166,037.29	0.00	0.00	741,598.38
577340	EQUIPMENT	91,749.00	73,353.80	0.00	0.00	165,102.80
577348	COMPUTER/TECH RELATED H	3,871,861.93	4,810.11	0.00	0.00	3,876,672.04
599999	INDIRECT - OVERHEAD	47,424.11	36,345.36	0.00	0.00	83,769.47
	Expense Total	6,720,596.34	3,568,729.29	12,970.48	0.00	10,302,296.11

ESSER II

Expenditures through 12/31/22

OBJECT	ACCOUNT DESCRIPTION	2021-22 EXPENDED	2022-23 EXPENDED	ENCUMBRANCES	TOTAL
511020	ADMINISTRATOR-REG	168,269.23	0.00	0.00	168,269.23
511021	ADMINISTRATOR-PT	0.00	20,075.00	0.00	20,075.00
511040	DIRECTOR/ASST-REG	0.00	0.00	0.00	0.00
511240	PRIN/VP-REG	111,660.27	106,453.66	0.00	218,113.93
511241	PRIN/VP - PT	26,134.66	3,786.08	0.00	29,920.74
511360	TEACHER-REG	4,513,501.51	104,783.70	0.00	4,618,285.21
511361	TEACHER-PT	314,768.42	71,182.13	0.00	385,950.55
511363	TEACHER-SUBS	0.00	20,559.34	0.00	20,559.34
511365	TCHR-STIPENDS & ATHLETI	525,553.66	6,375.00	0.00	531,928.66
511400	SOC WKR-REG	282,118.16	0.00	0.00	282,118.16
511997	BONUS CERTIFIED	545,400.00	310,737.00	0.00	856,137.00
512040	DIRECTOR/ASST-REG	76,846.15	52,899.08	0.00	129,745.23
512280	SUPPORTIVE STAFF-REG	339,535.89	84,296.93	0.00	423,832.82
512281	SUPPORTIVE STAFF-PT	43,065.23	25,946.14	0.00	69,011.37
512282	SUPPORTIVE STAFF - OT	956.19	3,340.12	0.00	4,296.31
512322	CLERICAL - OT	0.00	730.49	0.00	730.49
512461	NURSE-PT	6,600.00	5,697.15	0.00	12,297.15
512462	NURSE - OT	8,052.24	0.00	0.00	8,052.24
512540	PARAPROFESSIONAL-REG	13,324.65	3,879.35	0.00	17,204.00
512541	PARAPROFESSIONAL-PT	48,269.50	3,009.04	0.00	51,278.54
512560	SPEC POLICE OFF-REG	12,652.22	0.00	0.00	12,652.22
512561	SPEC POLICE OFF-PT	17,238.00	0.00	0.00	17,238.00
512562	SPEC POLICE OFF-OT	41,841.04	7,049.62	0.00	48,890.66
512681	CUSTODIAL PART TIME	3,000.00	0.00	0.00	3,000.00
512682	CUSTODIAN-OT	19,278.46	1,995.98	0.00	21,274.44
512997	BONUS NON-CERTIFIED	250.00	141,572.00	0.00	141,822.00
529997	FRINGE BENEFITS-CERT	1,204,204.80	111,814.58	0.00	1,316,019.38
529998	FRINGE BENEFITS-NON-CER	199,551.34	66,337.97	0.00	265,889.31
533210	INSTR CONTRACT SVS	5,516,890.00	12,483.00	40,717.00	5,570,090.00
533220	INSTR PROG IMPROVE SVS	1,363,400.00	9,615.50	34,208.50	1,407,224.00
533230	PUPIL SVS: NON-PYRL SVS	1,516,110.00	0.00	0.00	1,516,110.00
533240	FIELD TRIPS	0.00	2,054.70	3,965.35	6,020.05
533303	STAFF DEVELOPMENT	0.00	0.00	0.00	0.00
533305	OTHER PROF TECH SVS	1,321,219.87	596,606.25	70,896.75	1,988,722.87
544300	MAINT & CUSTODIAL SERVICES	33,775.38	0.00	0.00	33,775.38
544410	RENTAL OF FACILITIES	48,000.00	510.00	0.00	48,510.00
555100	STUDENT TRANSP	993,731.30	1,545,821.89	0.00	2,539,553.19
555303	INTERNET COMMUNICATIONS	305,977.24	223,391.86	2,050.00	531,419.10
555400	ADVERTISEMENT	10,000.00	0.00	0.00	10,000.00
555900	MISC PURCHASED SVS	34,299.60	0.00	0.00	34,299.60
566110	INSTRUCTIONAL SUPPLIES	254,932.48	66,195.50	108,917.25	430,045.23
566113	TRAINING SUPPLIES	1,699.50	1,715.10	0.00	3,414.60
566130	MAINT & CUSTODIAL SUPPL	331,003.12	0.00	0.00	331,003.12
566504	TECHNOLOGY SUPPLIES	0.00	0.00	160.94	160.94
566904	AWARDS & INCENTIVES	48,067.12	36,355.36	76,748.59	161,171.07
566905	STUDENT UNIFORMS	0.00	408.40	3,329.28	3,737.68
566909	SUPPLIES AND MATERIALS	708,756.82	9,601.10	50,550.46	768,908.38
577340	EQUIPMENT	0.00	102,563.44	95,340.27	197,903.71
577341	FURNITURE/FIXTURES	0.00	3,680.60	23,475.25	27,155.85
577438	COMPUTER/TECH RELATED HARDWARE	13,848.00	360.98	6,668.00	20,876.98
588300	RELOCATION EXPENSE	13,838.99	26,379.30	0.00	40,218.29
588906	INCENTIVES FOR STAFF	16,932.10	46,285.81	12,271.84	75,489.75
599999	INDIRECT - OVERHEAD	786,602.20	0.00	0.00	786,602.20
	Expense Total	21,841,155.34	3,836,549.15	529,299.48	26,207,003.97

ARP/ESSER III

Expenditures through 12/31/22

OBJECT	ACCOUNT DESCRIPTION	2021-22 EXPENDED	2022-23 EXPENDED	ENCUMBRANCES	TOTAL
511020	ADMINISTRATOR-REG	187,500.08	184,499.90	0.00	371,999.98
511021	ADMINISTRATOR-PT	0.00	10,450.00	0.00	10,450.00
511040	DIRECTOR/ASST-REG	321,492.39	230,528.65	0.00	552,021.04
511240	PRIN/VP-REG	127,578.09	245,149.04	0.00	372,727.13
511241	PRIN/VP-PT	0.00	19,063.96	0.00	19,063.96
511360	TEACHER-REG	0.00	2,019,117.73	0.00	2,019,117.73
511361	TEACHER-PT	49,087.50	52,591.90	0.00	101,679.40
511363	TEACHER-SUBS	11,750.00	8,750.00	0.00	20,500.00
511365	TEACHER STIPENDS/ATHLETIC	0.00	186,450.00	0.00	186,450.00
511380	GUIDANCE COUNSELOR	0.00	10,341.09	0.00	10,341.09
511400	SOCIAL WKR-REG	0.00	483,164.06	0.00	483,164.06
511997	BONUS CERTIFIED	0.00	511,300.00	0.00	511,300.00
512180	MANAGER-REG	0.00	97,002.03	0.00	97,002.03
512280	SUPPORTIVE STAFF-REG	54,979.58	875,474.55	0.00	930,454.13
512281	SUPPORTIVE STAFF-PT	2,383.51	424.16	0.00	2,807.67
512540	PARAPROFESSIONAL-REG	0.00	164,332.08	0.00	164,332.08
512560	SPEC POLICE OFF-REG	0.00	16,671.06	0.00	16,671.06
512562	SPEC POLICE OFF-OT	0.00	18,978.72	0.00	18,978.72
512680	CUSTODIAN-REG	28,241.70	205,544.47	0.00	233,786.17
512997	BONUS NONCERTIFIED	0.00	54,141.10	0.00	54,141.10
529997	FRINGE BENEFITS-CERT	136,563.61	712,695.43	0.00	849,259.04
529998	FRINGE BENEFITS-NON-CER	35,010.46	485,970.57	0.00	520,981.03
533220	INSTR PROG IMPROVE SVS	189,929.30	72,802.80	110,975.00	373,707.10
533230	PUPIL SVS: NON-PAYROLL SERVICES	0.00	668,400.00	1,002,600.00	1,671,000.00
533305	OTHER PROF TECH SVS	1,015,793.30	524,685.00	1,699,885.00	3,240,363.30
544300	MAINT & CUSTODIAL SERVICES	0.00	17,900.00	26,850.00	44,750.00
544500	BUILDING & GROUNDS IMPROVE	0.00	0.00	566,299.00	566,299.00
555303	INTERNET COMMUNICATIONS	706,125.41	695,191.96	63,450.00	1,464,767.37
555900	MISC PURCHASED SVS	0.00	40,250.00	0.00	40,250.00
566110	INSTRUCTIONAL SUPPLIES	761,865.64	466,402.11	97,651.99	1,325,919.74
566113	TRAINING SUPPLIES	485,266.87	0.00	0.00	485,266.87
566130	MAINT & CUSTODIAL SUPP	0.00	101,430.90	290,633.10	392,064.00
566504	TECHNOLOGY RELATED SUPP	42,326.55	0.00	55,248.00	97,574.55
566904	AWARDS & INCENTIVES	0.00	383.40	0.00	383.40
566909	SUPPLIES & MATERIALS	28,761.70	6,194.19	0.00	34,955.89
577340	EQUIPMENT	0.00	114,173.48	207,000.00	321,173.48
577348	COMPUTER/TECH RELATED H	2,535,282.74	471,599.80	25,968.00	3,032,850.54
599999	INDIRECT - OVERHEAD	160,948.30	0.00	0.00	160,948.30
	Expense Total	6,880,886.73	9,772,054.14	4,146,560.09	20,799,500.96

**MEMORANDUM OF AGREEMENT
BETWEEN
THE CITY OF HARTFORD
AND
LOCAL 1716, COUNCIL 4, AFSCME**

This Memorandum of Agreement (hereinafter, "Agreement") is made by and between the City of Hartford (hereinafter, "The City") and Local 1716, Council 4, AFSCME (hereinafter, "Local 1716") (collectively, "the Parties").

WHEREAS, the City and Local 1716 acknowledge a need to amend the compensation of certain job classifications in the Public Works Department to ensure that the City can competitively recruit and retain employees in these roles.

NOW, THEREFORE, to that end, the Parties agree to the following, subject to approval by the Court of Common Council and the Municipal Accountability Review Board:

1. Effective the first pay period following approval of this Agreement, the weekly salary schedule of the Maintainer III (Class Code 4026), Maintainer IV (Class Code 4027) and Public Works Team Leader (Class Code 4028) classifications will be as follows:

Maintainer III

	0 Base	1 1/2 Year	2 1st Year	3 2nd Year
Weekly	\$961.50	\$1,009.50	\$1,057.75	\$1,105.75

Maintainer IV

	0 Base	1 1/2 Year	2 1st Year	3 2nd Year
Weekly	\$1,096.25	\$1,151.00	\$1,206.00	\$1,260.75

Public Works Team Leader

	0 Base	1 1st Year	2nd Year NO CDL	2nd Year With CDL
Weekly	\$1,131.50	\$1,188.00	\$1,244.75	\$1,301.25

In order to be placed at the "2nd Year With CDL" Step, proof of the employees' valid CDL and medical certificate must be provided to the Public Works Department and attached to the personnel action changing the employee's rate of pay. Once received and verified, the employee will be placed on the "2nd Year With CDL" Step. Employees who may possess a valid CDL but fail to submit a copy of their valid CDL and medical certificate to the Public Works Department before their 2nd Year anniversary date will be placed at the "2nd Year-No CDL" Step until such proof is submitted to and verified by the Human Resources Department, and their rate of pay will not be increased retroactively.

2. Effective the pay period following approval of this Agreement, incumbents in these classifications will be placed on the new salary schedules as follows:

Maintainer III (Incumbents at Various Steps)

Incumbents holding the classification of Maintainer III:

- Incumbents currently at Base Step shall remain on Base Step on the new salary schedule and follow their regular growth increment schedule.
- Incumbents currently at Step 2 shall move to Step 1 on the new salary schedule, and they will be eligible for a growth increment to Step 2 in six (6) months. This date will become the controlling date for future growth increments.
- Incumbents currently at Max Step shall move to Step 2 on the new salary schedule, and they will be eligible for a growth increment to Step 3 in six (6) months. This date will become the controlling date for future growth increments.

Maintainer IV (All Incumbents at Max Step)

Incumbents holding the classification of Maintainer IV shall be placed on Base Step on the new salary schedule, and they will be eligible for a growth increment to Step 1 in six (6) months. This date will become the controlling date for future growth increments.

Public Works Team Leader (Incumbents at Various Steps)

Incumbents holding the classification of Public Works Team Leader:

- Incumbents currently at Base Step shall remain on Base Step on the new salary schedule.
 - Incumbents currently at Step 1 shall be placed at Base Step on the new salary schedule.
 - Incumbents currently at Step 2 shall be placed on Step 1 on the new salary schedule.
 - Incumbents currently at Step 3 or Step 4 (Max Step) who do not possess a valid CDL shall be placed at the “2nd Year-No CDL” Step on the new salary schedule.
 - Incumbents currently at Step 3 or Step 4 (Max Step) who possess a valid CDL shall be placed on the “2nd Year With CDL” Step on the new salary schedule, provided they submit a copy of their valid CDL and medical certificate to the Human Resources Department within one (1) week of approval of this Agreement. Once received and verified, the incumbent will be placed on the “2nd Year-With CDL” Step. Incumbents who may possess a valid CDL but fail to submit a copy of their valid CDL and medical certificate to the Human Resources Department within the deadline will be placed at the “2nd Year-No CDL” Step until such proof is submitted to and verified by the Human Resources Department, and their rate of pay will not be increased retroactively.
 - If any employee who is being paid at the “2nd Year With CDL” Step fails to maintain their CDL, their rate of pay will revert to “2nd Year-No CDL” Step, and the change in salary will not be grievable.
 - The City and Local 1716 affirm that the only consideration for signing this Agreement is that which is stated herein and that no other promises or agreements of any kind have been made to or with them by any person or entity to cause them to sign this Agreement.
3. This negotiated Agreement constitutes the complete understanding between the Parties regarding the subject matter herein and supersedes all prior agreements, oral, or written.
 4. Any amendment to this Agreement after the date of execution must be in writing and signed by all Parties to the Agreement to be deemed effective.

5. This Agreement shall be governed by and interpreted in accordance with the laws of Connecticut.
6. The provisions of this Agreement are severable, and if any one or more provisions are determined by a Court of competent jurisdiction to be unenforceable, in whole or in part, the remaining provisions of this Agreement shall nevertheless be binding and enforceable to the maximum extent permitted by law.

FOR THE CITY OF HARTFORD:

By: _____

Luke Bronin, Mayor

Date: _____

1/24/23

FOR LOCAL 1716:

By: _____

Orlando Mercado, President

Date: _____

1/23/23

<u>Position</u>	No. Authorized <u>and Funded</u>	No. of Vacancies, as of:		
		<u>Aug-22</u>	<u>Nov-22</u>	<u>Jan-23</u>
Maintainer III	48	10	11	13
Maintainer IV	13	1	0	0
Team Leaders	<u>9</u>	<u>0</u>	<u>0</u>	<u>0</u>
Total	70	11	11	13
Overall Vacancy Rate		16%	16%	19%

	Effective	Maintainer III		Maintainer IV		Team Leader		Notes
	As Of:	Min	Max	Min	Max	Min	Max	
Hartford (Current)	7/1/2022	\$20.38	\$23.44	\$21.84	\$25.12	\$25.18	\$30.22	Base plus 3 steps
East Hartford	7/1/2022							Base plus 3 6-month steps
Maint. III Bulk Truck/Trailer Drivers		\$27.53	\$31.13					
Parks Maint. III		\$28.49	\$32.27					
Highway Maint. III		\$29.59	\$33.51					
Maint. IV				\$29.59	\$33.51			
Manchester ¹	7/1/2021							Base plus 3 steps
Maintainer II		\$27.66	\$32.96					
Maintainer III				\$29.39	\$34.40			
Bloomfield ²	7/1/2021							Base plus 7 steps
Maintainer II		\$28.58	\$32.16					
Heavy Equipment Operator				\$30.97	\$34.86			
Crew Chief Field Opers						\$32.72	\$36.82	
Wethersfield	7/1/2021	\$25.85	\$29.77	\$26.15	\$32.19			Base plus 5 steps
Bridgeport	7/1/2019	\$19.37	\$24.52	\$20.78	\$26.31			Base plus 5 steps; Also have Maint V position
Waterbury	7/1/2021	\$18.95	\$22.06					No Maintainer IV position
New Haven	7/1/2020							
Laborer		Single hourly rate: \$24.79						
Refuse Laborer		Single hourly rate: \$26.90						
Refuse Truck Driver		Single hourly rate: \$28.71						

1. Manchester: Maintainer II most closely corresponds to Hartford Maint. III; Maint. III most closely corresponds to Hartford Maint. IV.

2. Bloomfield: Maintainer II most closely corresponds to Hartford Maint. III

	A	B	C	D	E	F	G
1	Proposed DPW Step Changes - Summary of Impact						
2	Changes Affect Maintainer III, Maintainer IV, and Public Works Team Leader positions						
3							
4	As of 10/28/22			FY2023 Impact	FY2024 Impact		
5	Job Description	Step	Count				
6	Filled Positions						
7	Maintainer III	0	3	11,142.61	25,038.44		
8	Maintainer III	1	2	7,646.81	17,671.36		
9	Maintainer III	2	4	10,631.34	27,287.65		
10	Maintainer III	3	28	87,253.40	216,737.46		
11	Maintainer IV	3	13	30,825.04	102,116.14		
12	PW Team Leader	0	2	3,228.65	4,922.98		
13	PW Team Leader	1	2	3,779.78	6,092.53		
14	PW Team Leader	2	1	1,931.03	3,442.58		
15	PW Team Leader	3	4	9,588.29	19,872.70		
16	Subtotal, Filled		59	166,026.94	423,181.82		
17							
18	Vacant Positions						
19	Maintainer III	0	2	7,579.93	18,869.01		
20	Maintainer III	2	1	2,921.84	7,648.65		
21	Maintainer III	3	7	23,925.36	58,561.73		
22	Subtotal, Vacant		10	34,427.13	85,079.39		
23							
24	Total		69	200,454.07	508,261.22		
25							
26							
27	Filled and Vacant (Combined) Positions						
28	Maintainer III	0	5	18,722.54	43,907.45		
29	Maintainer III	1	2	7,646.81	17,671.36		
30	Maintainer III	2	5	13,553.17	34,936.30		
31	Maintainer III	3	35	111,178.76	275,299.19		
32	Maintainer IV	3	13	30,825.04	102,116.14		
33	PW Team Leader	0	2	3,228.65	4,922.98		
34	PW Team Leader	1	2	3,779.78	6,092.53		
35	PW Team Leader	2	1	1,931.03	3,442.58		
36	PW Team Leader	3	4	9,588.29	19,872.70		
37	Subtotal, Filled		69	200,454.07	508,261.22		
38							
39	Notes:						
40	1. Changes to these positions were per guidance provided by Human Resources.						
41	2. A 2.5% GWI/COLA effective 7/1/23 was included in original FY2024 FT Model for BU 1716. This GWI/COLA						
42	was included in the FY2024 Impact.						
43	3. One of the Maintainer III positions (position #1319) in the original FY2024 FT Model included incorrect values						
44	for job grade, step value and current annual salary. These values were corrected before analysis was begun.						
45							

Current and Proposed Salary Tables

Current Salary Ranges

Maintainer III

	BASE 0	1 1/2 Year	2 1st Year	3 2nd Year
Weekly	\$ 815.25	\$ 856.00	\$ 896.75	\$ 937.50
Hourly	\$20.3813	\$21.4000	\$22.4188	\$23.4375
Annual	\$42,393	\$44,512	\$46,631	\$48,750

Maintainer IV

	Base 0	1	2	3
Weekly	\$ 873.75	\$ 917.50	\$ 961.25	\$ 1,004.75
Hourly	\$21.8438	\$22.9375	\$24.0313	\$25.1188
Annual	\$45,435	\$47,710	\$49,985	\$52,247

PW Team Leader

	Base 0	1	2	3	4
Weekly	\$ 1,007.25	\$ 1,057.50	\$ 1,108.00	\$ 1,158.25	\$ 1,208.75
Hourly	\$25.1813	\$ 26.4375	\$27.7000	\$28.9563	\$30.2188
Annual	\$52,377	\$54,990	\$57,616	\$60,229	\$62,855

Proposed Salary Ranges

Maintainer III

	BASE 0	1 1/2 Year	2 1st Year	3 2nd Year
Weekly	\$ 961.50	\$ 1,009.50	\$ 1,057.75	\$ 1,105.75
Hourly	\$24.0375	\$25.2375	\$26.4438	\$27.6438
Annual	\$49,998	\$52,494	\$55,003	\$57,499

Maintainer IV

	BASE 0	1 1/2 Year	2 1st Year	3 2nd Year
Weekly	\$ 1,096.25	\$ 1,151.00	\$ 1,206.00	\$ 1,260.75
Hourly	\$27.4063	\$28.7750	\$30.1500	\$31.5188
Annual	\$57,005	\$59,852	\$62,712	\$65,559

PW Team Leader

	0 Base	1st Year 1	2nd Year No CDL	2nd Year with CDL
Weekly	\$ 1,131.50	\$ 1,188.00	\$ 1,244.75	\$ 1,301.25
Hourly	\$28.2875	\$29.7000	\$31.1188	\$32.5313
Annual	\$58,838	\$61,776	\$64,727	\$67,665

**MEMORANDUM OF AGREEMENT
BETWEEN
THE CITY OF HARTFORD
AND
LOCAL 1716, COUNCIL 4, AFSCME**

This Memorandum of Agreement (hereinafter, "Agreement") is made by and between the City of Hartford (hereinafter, "The City") and Local 1716, Council 4, AFSCME (hereinafter, "Local 1716") (collectively, "the Parties").

WHEREAS, Local 1716 has requested clarity regarding Housing Inspector job duties and responsibilities, including but not limited to the Housing Inspectors' role in citation issuance and enforcement; and

WHEREAS, the current salary range for City of Hartford Housing Inspectors has presented a challenge in the successful recruiting of candidates to fill current critical vacancies within the Department of Development Services.

THEREFORE, in recognition of the Parties' mutual interest in clarifying job responsibilities and filling Housing Inspector vacancies with quality candidates, the Parties hereby voluntarily agree to the following subject to the approval of the Court of Common Council and the Municipal Accountability Review Board:

1. Without waiving its right "to determine the content of job classifications" as set forth in Article II, Management Rights of the current Collective Bargaining Agreement between the City and Local 1716 (hereinafter, "CBA"), the Department of Development Services has updated its Standard Operating Procedures (hereinafter, "SOPs") to provide Local 1716 with additional detail regarding the role of Housing Inspectors in the citation issuance and enforcement processes.
 - The Parties understand and acknowledge that the SOPs provide an overview of Housing Inspector duties relevant to citation issuance and enforcement, but do not and cannot set forth each and every detail of Housing Inspector roles and responsibilities.
 - The relevant SOPs are attached hereto for reference purposes only. Their inclusion herewith does not waive any rights of either the City or Local 1716, including the prerogative of the City under existing law and the CBA to continue to unilaterally determine the content of all job descriptions.
2. The Parties further acknowledge that assignments within the Housing Inspector classification are at the discretion of the Director of Development Services or designee and are based on operational needs of the Department in accordance with the Management Rights provision of the CBA.
3. Effective the first full pay period after the final approval of this Agreement, the current Base Step of the salary schedule of the Housing Inspector job classification will be increased by eight percent (8%). The remaining steps will be calculated consistent with the current salary table for this position.

4. Bargaining unit members currently employed in the Housing Inspector classification will remain on the same step of the new salary table as they were on as of the date of approval of this Agreement.
5. The City and Local 1716 affirm that the only consideration for signing this Agreement is that which is stated herein and that no other promises or agreements of any kind have been made to or with them by any person or entity to cause them to sign this Agreement.
6. This negotiated Agreement constitutes the complete understanding between the Parties regarding the subject matter herein and supersedes all prior agreements, oral, or written.
7. Any amendment to this Agreement after the date of execution must be in writing and signed by all Parties to the Agreement to be deemed effective.
8. This Agreement shall be governed by and interpreted in accordance with the laws of Connecticut.
9. The provisions of this Agreement are severable, and if any one or more provisions are determined by a Court of competent jurisdiction to be unenforceable, in whole or in part, the remaining provisions of this Agreement shall nevertheless be binding and enforceable to the maximum extent permitted by law.

FOR THE CITY OF HARTFORD:

By: _____



Luke Bronin, Mayor

Date: _____

2-7-23



LOCAL 1716:

By: _____


Orlando Mercado, President

Date: _____

2/6/23

	City of Hartford Department of Development Services Licenses & Inspections Division	SOP Type	HCE Inspections
		Date:	October 27, 2020 Revised December 2, 2022
Page #	1 of 6		
SOP Author:	Michael Perez Revisions by Judith Rothschild and Albi Sako	Approval Signature:	
SOP Approver:	Charles Mathews, Director, DDS	Approval Date:	January 31, 2023

Standard Operating Procedures – Housing Code Inspections

1. Purpose

The purpose of this Standard Operating Procedure (SOP) is to outline the policies and procedures for conducting and recording housing inspections as it pertains to Chapter 18 of the Hartford Municipal Code.

2. Scope

This procedure applies to all housing code enforcement (HCE) inspections performed by the Licenses and Inspections Division of Development Services (L&I), and all the personnel within the department that documents these inspections and maintains case files. It does not apply to any inspections conducted by other departments within the City of Hartford. The procedures are not intended to serve as an exhaustive workflow, but rather a series of major steps that must be addressed for each inspection.

3. Responsibility

The HCE Inspector identifies the owner or occupant and mailing address information, performs the actual inspection, uploads all relevant information into the Software management program, and performs re-inspections where the violations are present. HCE Inspectors shall inspect, document, and save in the software management program as many inspections per day as they can complete during their normal working hours. DDS Supervisors will periodically review the number of daily inspections completed by each HCE Inspector over time to manage performance and productivity. In no case should the average number of inspections per day over any calendar month fall below six.

Administrative Assistants in the Licenses and Inspections Division shall assist with: assigning and tracking 311 cases, creating code cases in the software management program, tracking registered and electronic mailings, identifying owner information, and processing payments received related to the violations and Certificate of Apartment Occupancy.

The HCE Chief of Housing Code Enforcement approves the additional time required for emergency inspections, when needed. The HCE Chief of Housing Code Enforcement monitors numbers of complaints received, monitors whether complaints are recorded, monitors whether follow-up inspections have taken place, and submits regular reports of these statistics to his or her immediate supervisor. The HCE Chief of Housing Code Enforcement also monitors whether documentation, including photographic evidence, inspection worksheets, and notices are properly stored in the software management program.

4. Procedures

I. Inspection Request/Notification Methods

- a. Landlord or Occupant notifies the Division of Licenses and Inspections ("L&I") that he/she is ready for an inspection due to a tenant moving in/out or due to a complaint filed. Landlord may call L&I or particular inspector.
- b. Neighbors or other third parties (tenants, interdepartmental referrals, outside agencies, etc.) may notify (L&I), either directly (by calling L&I or particular inspector) or by using 311, that another property should be inspected.
 - i. Regardless of the form of notification, all complaints or requests for inspections must be logged into 311 and the software management program by the Administrative Assistant who receives the notification or complaint.
 - ii. All inspection requests must include name, date, location of complaint, phone number and/or email, and nature of complaint.
 - iii. The HCE Inspector notifies the Administrative Assistant if the HCE Inspector directly receives a complaint, so that the complaint can be logged in.
- c. The Administrative Assistant opens a software management program code case after the complaint is logged into the 311 system and identifies owner information, if necessary.

The Administrative Assistant assigns cases to HCE Inspectors based upon designated City coverage areas.

- i. Once the case is assigned, the Administrative Assistant marks the 311 case as "Received".
- d. The Administrative Assistant opens an urgent case whenever an emergency complaint is received.
- e. After-hours calls will be assigned in advance on a weekly basis, rotating through all HCE Inspectors in order of seniority from least to most. Weekly assignments will start each Monday at 8:00 a.m. and end the following Monday at 8:00 a.m. One HCE Inspector will be assigned per week from April 1-October 31 of each year. Two HCE Inspectors will be assigned per week from November 1-March 31 of the following year. During regular work days, the Area HCE Inspector will handle cases up to 4:00 p.m. On the regular work days, the weekly on-call HCE Inspector will handle emergency cases beginning at 4:00 p.m. The assigned after-hour calls will be distributed by Emergency Dispatch, Chief of Housing Code Enforcement, Director, or designee, to the weekly HCE Inspector, or in the case of two HCE Inspectors, in order of seniority from least to most .

II. Inspection Process

- a. Non-urgent cases: The HCE Inspector contacts the complainant or property owner to schedule an inspection within 48 hours after receiving the notification.
 - i. The HCE Inspector documents all attempts to contact the complainant in the notes section within the software management program code case.
- b. Urgent cases: If the request is an emergency (no heat, no hot water or no electricity, for example), the HCE Inspector must attempt to contact the complainant within one hour of receiving the complaint.
 - i. The HCE Inspector documents all attempts to contact the complainant in the notes section within the software management program case.
 - ii. The HCE Inspector must inspect the emergency complaint on the day received, or as soon as possible within 24 hours.

- iii. The HCE Inspector will contact the HCE Chief of Housing Code Enforcement if more time is needed to inspect. The HCE Chief of Housing Code Enforcement documents this in the software management program and reassigns the case as needed.
 - iv. After-hours Emergencies: The HCE Inspector contacts the tenant within a few minutes of notification in order to coordinate the arrival time. The HCE Inspector opens the code case in the software management program.
- c. Contacting the owner or complainant: The HCE Inspector will attempt to reach the owner/complainant a minimum of two times to schedule an inspection. Each attempt should be documented in the notes section within the software management program code case.
- i. First Attempt: phone call, text or email.
 - ii. Second Attempt may include: The HCE Inspector leaves business card or door knocker at property or makes an additional phone, text or email.
- d. No access: The HCE Inspector flags the code case for the Administrative Assistant via an email if no contact is made after 2 attempts, and requests that the Administrative Assistant send a "No Access" letter, to the complainant by first class regular mail. If no response is received or if an access arrangement is not granted within 5 days after mailing of a "No access" letter, the HCE Inspector changes the case status to "Closed – No Access," and notifies the Administrative Assistant who updates 311 status to "Other – No Access".
- e. The HCE Inspector performs the housing inspection in accordance with the applicable Hartford Municipal Code regulations at the designated time scheduled.
- i. The HCE Inspector takes date-stamped photos of each violation, at each inspection. Photos are uploaded by the HCE Inspector with description, date and location as jpeg files and all other documents are uploaded as PDFs, into the software management program.
 - ii. The HCE Inspector makes efforts to collect pertinent documentation regarding the violations (such as photographs, pest control management receipts, and other relevant documents).

- iii. The HCE Inspector must enter notation in software management system indicating whether a functional smoke detector and functional carbon-monoxide detector is installed in the unit and note the location of each.
 - iv. The HCE Inspector will notify the Fire Marshal within 24 hours of inspection if any detector is defective or not present in any area as required by the State Fire Safety Code.
 - v. The HCE Inspector also notifies the Housing Code Supervisor if such conditions are present.
- f. If violations are present:
- i. The HCE Inspector checks off that inspection is complete within the software management program code case Workflow.
 - ii. If violations are found, the HCE Inspector issues a Notice of Violation (NOV) in accordance with the Enforcement SOP. The HCE Inspector schedules a re-inspection while on-site, to be performed within 21-60 days, with the specific timeframe to be set based upon the nature of the violations, and performs the re-inspection on the date set on the NOV, or as soon as possible thereafter.
 - A. Emergencies: If the violation is an emergency (no heat, no hot water or no electricity, for example) the HCE Inspector must schedule a re-inspection within 24 hours based upon the severity of the situation and consultation with the HCE Chief of Housing Code Enforcement .
 - B. In a matter involving displaced tenants, where a Notice to Temporarily Vacate is issued, the HCE Inspector shall schedule a re-inspection or re-assessment of repairs, approximately 21-days out, in order to make a recommendation regarding a "full" Notice to Vacate, and prepares the full Vacate Notice when directed to do so by the HCE Chief of Housing Code Enforcement or Director.
 - iii. The HCE Inspector may provide landlord and/or tenant with a copy of the triplicate form and shall save a copy into the case file of the software management program.

- iv. During an after-hours emergency, all responsible parties are contacted to initiate remediation efforts. The HCE Inspector follows up with relevant parties the next day.
- v. Additional procedures are set forth in the Enforcement SOP.
- g. Note that certain types of housing inspections require that additional fees be paid. These are invoiced to the owners by an Administrative Assistant. No fees may be collected on-site.
 - i. Fees received for these types of housing code inspections shall follow the Standard Operating Procedures for Fee Receipts.
 - ii. Fees for inspections under Chapter 18, not including licensing inspections and inspections in response to occupant complaints, shall be charged to the owner at \$100 per inspection.

III. Referrals



- a. The HCE Inspector refers urgent and non-urgent cases, with photos if relevant, regarding any conditions found during an inspection that fall outside of the jurisdiction of Chapter 18 and HCE protocols via email or text to the HCE Chief of Housing Code Enforcement (i.e.: presence of hoarding issues, unsafe structural conditions).
- b. HCE Chief of Housing Code Enforcement forwards the referral to the appropriate department or agency.

5. References/Related Documents

- SOP for Housing Code Enforcement

6. Definitions

Software management program – Any in use software system designed to help manage licensing and regulatory needs. It provides automation of licensing application reviews, issuance, renewal, revenue collection, investigation and enforcement for businesses, rental properties, professionals, and individuals.

	City of Hartford Department of Development Services Licenses & Inspections Division	SOP Type	HCE Enforcement
		Date:	October 27, 2020 Revised December 2, 2022
Page #	1 of 8		
SOP Author:	Michael Perez Revisions by Judith Rothschild and Albi Sako	Approval Signature:	
SOP Approver:	I Charles Mathews, Director, DDS	Approval Date:	January 31, 2023

Standard Operating Procedures – Housing Code Enforcement

1. Purpose

The purpose of this Standard Operating Procedure (SOP) is to outline the policies and procedures for addressing violations found during a housing inspection to enforce the City's Housing Code in accordance with Chapter 18 of the Hartford Municipal Code.

2. Scope

This procedure applies to all housing code enforcement (HCE) cases by the Licenses and Inspections Division of Development Services (L&I) and all of the personnel within the department that documents inspections and maintains case files. It does not apply to any code enforcement cases conducted by other departments within the City of Hartford. The procedures are not intended to serve as an exhaustive workflow, but rather a series of major steps that must be addressed for each code enforcement case.

3. Responsibility

The HCE Inspector performs the initial HCE inspection and all re-inspections in accordance with the SOP for Housing Code Inspections. When violations are found during a Housing Code inspection, the HCE Inspector identifies owner or occupant information as needed, issues a Notice of Violation (NOV), serves the NOV via hand delivery or posting, provides the NOV to the Administrative Assistant for service the same day, schedules a re-inspection, and saves a copy of the NOV, photographic and documentary evidence in the software management program case file.

In cases involving a HCE Order to temporarily or permanently vacate one or more dwelling units, the HCE Inspector shall gather the names and contact information of the Head of Household, the number of adults, children and animal occupants of the affected units, and provide them to the Relocation division of the Department of Health and Human Services, with a copy to the HCE Chief of Housing Code Enforcement.

When violations are found during a re-inspection, the HCE Inspector saves a copy of photographic and documentary evidence in the software management program case file. Unless an extension is granted by the Director or their designee, the HCE Inspector issues and ensures that a Citation is served. After Citation, the HCE Inspector is responsible for further inspections and case communications as needed. The HCE Inspector is responsible for preparing administrative search warrant and arrest warrant applications when directed by the HCE Chief of Housing Code Enforcement or Director. HCE Inspectors are responsible for preparing the case file, and testifying in court and Citation administrative hearings involving their HCE Code Cases.

Administrative Assistants in L&I shall assist with opening Code Cases, assigning them to the Area HCE Inspector, and providing the HCE Inspector with owner and complainant identification and information when requested. In addition, when hand delivery has not been done by the HCE Inspector, Administrative Assistants will be responsible for serving NOVs and Citations via registered mail or electronic mail, and documenting NOV and Citation proof of service into the software management program. Administrative Assistants will also assist with gathering documents, copying and printing hearing packets for cases involving the issuance of fines through citations.

The HCE Chief of Housing Code Enforcement shall supervise all HCE enforcement cases, track data regarding volume of NOVs, Citations issued, inspections conducted, and provide regular reports regarding this and other key performance indicators to his or her immediate supervisor. Additionally, the HCE Chief of Housing Code Enforcement may attend administrative hearings whenever a NOV is appealed, attend Citation hearings when an appeal is requested, and shall make recommendations regarding alternative enforcement outside of the citation process, including referral to the State's Attorney's Office for Criminal prosecution.

4. Procedures

I. Violations Found During Inspection

- a. The HCE Inspector performs and records inspection in accordance with the SOP for Housing Code Inspections.
- b. The HCE Inspector schedules all inspections on their Outlook calendar. The HCE Inspector shall share their Outlook calendar with any HCE Supervisor at their request.

II. Ownership Research

- a. The HCE Inspector identifies owner information of property subject to a complaint. This includes mailing address, and in the case of a corporation or LLC, the principal(s) of the owner entity with their mailing address. Administrative Assistants aid HCE Inspectors in confirming ownership information of a target property, if confirmation is needed.

III. Notice of Violation (NOV) Issued

- a. If violations of the Housing Code are found upon inspection, the HCE Inspector generates a NOV in the software management program, or on the triplicate form. The HCE Inspector shall save a copy of the NOV in the software management program
 - i. The date of compliance, stated within the NOV, shall be no less than twenty-one (21) days and no more than sixty (60) days from the service of the NOV.
 - ii. The HCE Inspector may give a compliance date of five (5) days or less, from the date of the NOV is served in situations involving dangerous or detrimental safety conditions.
- b. Service of NOV upon issuance
 - i. The NOV may be hand-delivered to the owner, or if applicable, the occupant (and signed for by recipient) on the date of issuance;
 - ii. The Inspector shall *also* post a copy of the NOV at a conspicuous place in or about the housing or housing unit at the property on the date of issuance, and take two (2) date-

stamped photos, one close up, and one further back to show where it is affixed; and

- iii. The HCE Inspector saves copies of date-stamped photos from the posting in the software management program.
- iv. If hand delivery was not available, then HCE Inspector forwards a copy of the NOV to the Administrative Assistant who shall serve the NOV via registered mail, and if available, by electronic mail; noting on either method that the posting date is the effective date of service, and provides the original NOV to the Administrative Assistant for filing. The Administrative Assistant documents the method and proof of service into the Software management program.
- v. The HCE Inspector schedules a re-inspection and records the re-inspection date on their Outlook calendar.
- vi. HCE Inspector changes Case Status in the Software management program to "NOV issued".
- vii. The Administrative Assistant updates the case in 311 Acella and provides notation regarding the date that the NOV was issued.
- viii. Closing out 311 Cases. The HCE Inspector will notify the Administrative Assistant via email to close out a corresponding 311 case only when any of the following events occur:
 - 1) No violations found upon inspection ("unfounded");
 - 2) No access (5 days after notice sent with no response or no allowance of access); or
 - 3) NOV compliance.

IV. Owner Appeals NOV

- a. Owner may submit a \$10 fee, along with a written petition containing a request for an appeal hearing regarding the NOV.
 - i. Appeal Request must contain a brief and concise statement of factual error alleged to be contained in the NOV.

- ii. Owner or owner's representative must file such Request in Office of the Director of L&I within ten (10) days of the service of the NOV.
- iii. If the Request is timely made, then said Request is referred to the Office of the Corporation Counsel for an appeal hearing under the procedures of HMC 1-5.

V. Re-inspection - Violation Cured

- a. If the owner or owner's representative gives written notice to HCE that a violation is cured, the HCE Inspector shall, before closing the case, verify same by receipt from the owner or tenant of a photo or video clearly displaying the cured violation, or the HCE Inspector shall conduct a virtual or on-site inspection.
- b. The HCE Inspector performs and documents re-inspection in accordance with the SOP for Housing Code Inspections.
- c. If violations have been cured, the HCE Inspector may close the case in the Software management program, noting "Closed-Compliance."

VI. Re-inspection - Original Violations Still Exist

- a. The HCE Inspector performs and records re-inspection in accordance with the SOP for Housing Code Inspections.
 - i. The HCE Inspector takes date-stamped photos of each violation, and uploads photos as a jpeg file in Software management program.
 - ii. Re-inspection is checked off by the HCE Inspector in the Software management program Workflow.
- b. The Director of L&I may extend the remediation deadline, no later than 60 days from the original deadline, when requested by the owner in writing if:
 - i. The owner shows that action to correct has begun, but that full remediation cannot occur yet because of technical difficulties, inability to obtain labor or materials, or inability to gain access to the unit.
 - ii. Otherwise reasonable and for good cause.

- iii. Special consideration may be given to individual owners who are over the age of sixty-two (62) in accordance with HMC 18-109.

VII. HCE Citation Issued

- a. The HCE Inspector generates the Citation if violations are not corrected after the permitted time frame has expired and after confirming there is no change in ownership, and saves the Citation in the Software management program.
 - i. The Owner or Occupant will be cited for original NOV violations against them that still exist at the time of the re-inspection.
- b. Service of Citation
 - i. The HCE Inspector shall **post** a copy of the Citation at a conspicuous place at the property on the date of issuance and take two (2) date-stamped photos; and the HCE Inspector saves copies of date-stamped photos from the posting in the Software management program.
 - ii. The HCE Inspector notifies the Administrative Assistant that Citation was issued.
 - iii. The HCE Inspector changes Case Status in Software management program to "Citation issued"; and
 - iv. The Administrative Assistant serves the Citation via registered mail, and if available, by electronic mail; noting on either method that the posting date is the effective date of service.
 - v. The HCE Inspector provides the original Citation to the Administrative Assistant for filing.
 - vi. The Administrative Assistant documents the method and proof of service into the Software management program.
- c. HCE Inspector notifies HCE Chief of Housing Code Enforcement of issuance of the Citation.
- d. The HCE Chief of Housing Code Enforcement reviews cases in Citation weekly, and make recommendation to Director for further enforcement action needed to gain compliance which may include fines, referral to the Office of the State's Attorney

for prosecution, and civil action by the Office of the Corporation Counsel.

VIII. Citation is Appealed

- a. The owner or occupant subject of a Citation may contest liability by delivering a Request for Appeal Hearing Form to the Office of the Corporation Counsel – Citation Hearings Office within ten (10) days of service of the Citation.
- b. Citation Hearing Office schedules a Citation Hearing and notifies HCE Team.
- c. The HCE Inspector attempts to schedule a re-inspection to gather evidence of original violations, just before the Hearing.
- d. The Administrative Assistant prepares a copy of the case file to bring to the Hearing.
- e. If Hearing Officer finds owner liable, then the Citation Hearing Office will send an assessment of fines to the owner.

IX. Recording of Lien

- a. If the Citation was not appealed, and the Director elects to pursue fines, a notice of the fine amount based upon outstanding violations will be mailed to owner.
- b. No later than thirty (30) days from the imposition of the fines, a copy of the NOV shall be recorded in the Land Records.
- c. A lien will be prepared based upon an accumulation of fines at \$100 per day, for each continuing violation, from the date set for correction in the NOV. This lien will be recorded on the Land Records.
- d. The total fine amount shall not exceed \$7,500 per violation.

5. References/Related Documents

- SOP for Housing Code Inspections

6. Definitions

Software management program - Any in use software system designed to help manage licensing and regulatory needs. It provides licensing application reviews,

issuance, renewal, revenue collection, investigation and enforcement for businesses, rental properties, professionals and individuals.

311 Acella: Complaint tracking software which alerts City personnel of complaints received and tracks responsiveness by code enforcement personnel.

**Proposed MOA with Local 1716 - Housing Inspectors
Summary of Impact**

Filled Positions	Current Step	Count	FY 2023 Impact ¹	FY 2024 Impact	FY 2025 Impact ²
Housing Inspector	0	4	\$5,688	\$17,491	\$8,982
Housing Inspector	1	1	\$1,525	\$4,697	\$2,427
Housing Inspector	2	2	\$3,134	\$9,718	\$5,031
Housing Inspector	3	1	\$1,634	\$5,007	\$2,532
Housing Inspector	4	3	<u>\$5,117</u>	<u>\$15,248</u>	<u>\$7,595</u>
Subtotal - Filled Positions		11	\$17,097	\$52,161	\$26,568
Vacant Positions ³					
Housing Inspector	0	2	\$2,844	\$8,619	\$4,424
Total		13	\$19,941	\$60,780	\$30,992
Total Projected Impact Life of Contract					\$111,712

Notes:

1. Agreement assumed to take effect 3/1/23.
2. Current contract expires 12/31/24; mid-point of FY 2025. Impact shown is through 12/31/24.
3. Vacant positions assumed to be filled 3/1/23.

Housing Inspector FY 2023 Salary Range: Hartford

40 hr. week

\$51,350 - \$61,620

Housing Inspector Salary Comparisons 2022

Bridgeport 40 hr. week \$62,324 - \$85,786	East Hartford 35 hr. week \$56,403 - \$68,558	Mansfield 35 hr. week \$55,783 - \$70,488.60
Middletown 40 hr. week \$54,579.20 - \$80,766.40	New Britain 40 hr. week \$64,522.64 - \$74,371.96	New Haven 35 hr. week \$61,005 - \$70,853

FY 2023 Rates**Housing Inspector****Current Contract**

DESCRIPTION	STEP/LEVEL	PERIOD SALARY	ANNUAL SALARY
HOUSING INSP	0	987.50	51,350
HOUSING INSP	1	1,037.00	53,924
HOUSING INSP	2	1,086.25	56,485
HOUSING INSP	3	1,135.75	59,059
HOUSING INSP	4	1,185.00	61,620

Based on MOA

DESCRIPTION	STEP/LEVEL	PERIOD SALARY	ANNUAL SALARY
HOUSING INSP	0	1,066.50	55,458
HOUSING INSP	1	1,119.75	58,227
HOUSING INSP	2	1,173.25	61,009
HOUSING INSP	3	1,226.50	63,778
HOUSING INSP	4	1,279.75	66,547

FY 2024 Rates**Housing Inspector****Current Contract**

DESCRIPTION	STEP/LEVEL	PERIOD SALARY	ANNUAL SALARY
HOUSING INSP	0	1,012.25	52,637
HOUSING INSP	1	1,063.00	55,276
HOUSING INSP	2	1,113.50	57,902
HOUSING INSP	3	1,164.25	60,541
HOUSING INSP	4	1,214.75	63,167

Based on MOA

DESCRIPTION	STEP/LEVEL	PERIOD SALARY	ANNUAL SALARY
HOUSING INSP	0	1,093.25	56,849
HOUSING INSP	1	1,147.75	59,683
HOUSING INSP	2	1,202.50	62,530
HOUSING INSP	3	1,257.25	65,377
HOUSING INSP	4	1,311.75	68,211

West Haven December 2022 Financial Reports

Reports Provided Separately



BERCHEM MOSES.COM

75 Broad Street
Milford, CT 06460
T: 203.783.1200
F: 203.878-2235

1221 Post Road East
Westport, CT 06880
T: 203.227.9545
F: 203.226.1641

To: West Haven Board of Education
From: Floyd J. Dugas, Esq.
Date: January 11, 2023
Re: UPSEU Food Service Union Contract

Background

Following is a summary of the settlement reached with the Food Service Union. As you know, the state minimum wage has increased significantly over the last 3 years. It is currently \$14 per hour and will increase to \$15 per hour on June 1, 2023. The existing production worker rate in the contract is \$13.88. Cooks and Head Cooks are roughly \$0.75 per hour and \$1.50 per hour more respectively. Due to the increase in the minimum wage, we have to increase the wages of the Production Workers to comply with the law, then that caused a corresponding increase in the wages of the Cooks and Lead Cooks.

Wages

- a. Effective and retroactive to October 15, 2022

<u>Current</u>		<u>New</u>
Production: \$13.88	(adjusted to \$14 7/1/22 per law) →	\$15.25
Cook: \$14.50	→	\$15.87
Lead: \$15.37	→	\$16.74

- b. Effective July 1, 2023
2% general wage increase

- c. Effective July 1, 2024
2% general wage increase

Insurance

Employees are in a high deductible health plan with deductible of \$5000 single/\$10,000 two-person and family. Only change in insurance is decrease the cost share contribution from 9.8% to 9%. No one currently takes the insurance.



75 Broad Street
Milford, CT 06460
T: 203.783.1200
F: 203.878-2235

1221 Post Road East
Westport, CT 06880
T: 203.227.9545
F: 203.226.1641

Other

- A. Article V (Holiday) – added: to be eligible for holiday pay the employee must work the last workday before and the next workday after the holiday.
- B. Article VI (Sick Time) – the Union was seeking a payout upon separation for unused sick days. Instead we agreed to a payout of up to 5 days annually if they have perfect attendance.
- C. Article VIII (Defined Contribution Plan) – Increase Board match to Employee contribution from \$600 to \$1,000 annually.
- D. Article IX (Grievance Procedure) – change from State Board of Mediation and Arbitration to American Arbitration Association.
- E. Article XV (Miscellaneous) – the Board shall provide employees with one (1) pair of non-slip shoes at the start of each year.

Draft
December 21, 2022

~~WORKING DOCUMENT~~

AGREEMENT

Between

THE WEST HAVEN BOARD OF EDUCATION
(Cafeteria)

AND

UNITED PUBLIC SERVICE EMPLOYEES UNION (UPSEU)

July 1, ~~2019-2022~~ – June 30, ~~2022~~2025

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INTRODUCTORY CLAUSE

This Agreement made by and between the West Haven Board of Education, hereinafter referred to as the "Board" or the "Employer", and United Public Service Employees Union ("UPSEU"), hereinafter referred to as the "Union", in order to increase general efficiency in the school system and to maintain the existing harmonious relationship between the Board and its employees and to promote the morale, equal rights, well being and security of its employees, the Board and the Union hereby bind themselves into this mutual agreement as follows:

ARTICLE I RECOGNITION

The Board of Education hereby recognizes the Union as the sole and exclusive bargaining agent for the purposes of establishing salaries, wages, hours and conditions of employment for all cooks, cashiers and breakfast employees employed by the Board in all Elementary Schools as certified by the State Board of Labor Relations in Decision #4857 and regularly working fifteen (15) or more hours per week.

ARTICLE II UNION SECURITY

Section 2.0

The Board agrees to deduct from the pay of all its employees who, in writing, authorize such deductions from their wages, such membership dues, initiation fees, and service fee, as may be fixed by the Union. Such deductions shall continue for the duration of the Agreement except that any employee may withdraw such authorization in writing by submitting a request in writing to UPSEU.

Section 2.1

The deductions for any month shall be made during the first payroll period of said month and shall be remitted to the Union together with a list of names of employees from whose wages such deductions have been made, no later than the 28th day of the month, for which such deductions have been made.

Section 2.2

The Employer's obligations to make such deductions shall terminate automatically upon termination of the employee who signed the authorization or upon his transfer to a job not covered by this Agreement, except that deductions shall be resumed if any employee, terminated by layoff, is rehired during the life of the contract then in existence.

Section 2.3

The Union agrees that it will indemnify and save the Employer harmless from any and all liability, claim, responsibility, damage or suit which may arise out of any action taken by the Employer in accordance with the terms of this Article.

ARTICLE III SENIORITY

Section 3.0

All new employees shall serve a probationary period of sixty (60) working days and shall have no seniority rights or rights to benefits during this period. During this probationary period, a new employee may be dismissed with or without cause, or protest by the Union. However, the Board may not discharge or discriminate for the purpose of evading this Agreement, or discriminating against a Union Member. In case of proven discrimination against the Union member, such proven Union discrimination would permit Union protests and recourse to the State Labor Board. Employees who have worked sixty (60) days shall be known as permanent employees, if in the opinion of the Superintendent of Schools they have shown the qualifications necessary to perform their duties properly. Once employees have satisfactorily completed the probationary period, the employee's seniority date will revert to the first day of probationary period in which he or she achieves seniority.

Section 3.1

When a job vacancy exists or a new position or job is created within the scope of the bargaining unit, it shall be posted for a period of five (5) working days, said posting to include the location of the vacancy. The bidding most qualified candidate shall be given the first opportunity to fill the vacancy or new position. If among the candidates qualifications are equal, then seniority shall prevail. If he or she refuses the opportunity, the vacancy or new position should be filled by the next most qualified candidate employee, who bids, and that shall become his or her permanent job. There shall be a thirty (30) day trial period in the new classification. All vacancies and new positions must be posted within five (5) working days after such vacancies or new positions occur. All bids shall be posted in all schools in a conspicuous location, where employees normally congregate. Bids will not be opened until the posting time has expired. No employee shall be eligible to enter a bid until he or she has been in his present position at least six (6) months at the time that he or she has entered a bid, unless for promotion to a higher classification. If a vacancy or new position becomes available during the summer when school is not in session, notice of it shall be sent to the Union President and posted on the website so that it is received prior to the posting.

Section 3.2

If any employee is appointed to a vacancy in a higher classification or new position or job created within the scope of the bargaining unit when it is in a higher classification, he or she shall receive a salary adjustment automatically to the higher classification.

Transfers of employees to similar classification in other schools shall be carried out in the same manner as outlined for filling vacancies.

In the event no employee bids a posted job and it becomes necessary to make an involuntary transfer, this will be done by the inverse order of seniority, i.e., the person within the classification with the least seniority will be transferred.

An employee who is out sick or on Workers' Compensation and bids a job must be able to return to work within ten (10) working days from the date the job is awarded to him/her.

Section 3.3

Work done in a higher classification shall be paid retroactive to the first day once an employee has worked one (1) full day in a higher classification. This is effective only through an oral or written directive of a Supervisor of the employee.

Section 3.4

Layoffs shall be within classification in the following order:

- a. Substitutes.
- b. Probationary employees (those with less than 60 working days of employment).
- c. Other employees in the inverse order of seniority within each classification.

Section 3.5

Laid off employees within classification shall be rehired in the reverse order of Section 3.4 above, and no new employee shall be hired until all laid off employees in their respective classification have been given an opportunity to return to work. Recalled employees must return within ten (10) working days of recall. However, replacements may be hired for laid off employees who do not plan to return and these new hires may be called as needed. Laid off employees shall have recall rights in their classification for up to twelve (12) months from the date of layoff.

Section 3.6

The President, Vice President, Secretary and Treasurer of the Union shall have super-seniority (within classification) in the event of a layoff. The Union will provide the Board with a current list of Union officers and stewards.

Section 3.7

The Board will prepare a list of employees by seniority and deliver same to the Union secretary at the beginning of each fiscal year, with a pay schedule. The Union will certify the list as correct and return a copy to the Board. If a mistake is thereafter found

in said seniority list, it shall be promptly corrected. The Board shall not be responsible for any losses suffered by an employee because of the mistake until it has received notice of said mistake. Any overpayment shall be recouped through the payroll process. In the event of a dispute over whether an overpayment has occurred either party may submit the dispute to arbitration per Article 9.3.

ARTICLE IV HOURS OF WORK

Section 4.0

Overtime at the rate of time and one-half shall be paid for all hours worked in excess of forty (40) hours in a week.

Section 4.1

The Food Service Director shall call in regular employees from the same school who are available in preference to non-regular employees, to cover either a breakfast or lunch shift when an employee is absent. If no one from the school is available, the Board may utilize substitutes or employees from other schools, in its discretion. If an employee works in a higher or lower classification than his own, then the rate of pay for the classification worked shall be paid for all hours worked in that classification.

ARTICLE V HOLIDAYS

Section 5.0

All permanent employees shall be given the following paid holidays:

Thanksgiving Day	New Year's Day
Day After Thanksgiving	Good Friday
Christmas Day	President's Day
Veteran's Day	Memorial Day
Columbus Day	Martin Luther King Day
Labor Day	

When a holiday falls on a Sunday the following Monday shall be observed as the holiday. When a holiday falls on a Saturday, the day shall be determined between the Board and the Union.

[In order to be entitled to holiday pay an employee shall work the last work day immediately preceding the holiday, and the next work day immediately following the holiday, unless hospitalized or the employee submits a doctors note supporting such absence.](#)

ARTICLE VI SICK LEAVE

Section 6.0

Employees shall be eligible for paid sick leave, in the event of a bona fide illness, of up to ~~ten(10)~~ days annually.

In the event of critical illness or severe injury to a member of the immediate family creating an emergency an employee shall be entitled to utilize not more than five (5) days of the above sick leave annually. Immediate family shall include husband, wife, father, mother, sister, brother, child, significant other, or any relative who is domiciled in the employee's household.

A maximum of 90 unused sick days may be accumulated.

Section 6.1

Sick leave may be used for personal illness or physical incapacity other than cases covered by Workers' Compensation. A doctor's certificate verifying the employee's ability to return to work shall be submitted after each absence of three (3) or more consecutive days.

Section 6.2

The Superintendent of Schools, at all times, has the privilege of requesting medical proof of illness and recovery, either by the employee's own physician or by a physician named by the Board or by both.

Section 6.3

Any medical or physical examinations required by the Board for purposes of continued employment, or otherwise, shall be provided at the expense of the Board.

Section 6.4

Sick leave is not to be utilized to extend holidays or vacations and the use of sick leave for purposes other than for bona fide illness or injury may result in appropriate disciplinary action.

Section 6.5

Any employee shall have the right to transfer any number of hours from his/her accumulated sick leave or vacation time to another employee, if the recipient employee is out due to a prolonged sickness or injury and has exhausted his/her accumulated sick leave and vacation time, subject to the approval of the Board of Education. Said approval is not to be withheld if it is a reasonable request.

Section 6.6

In the event that an employee has perfect attendance (not including personal days), the employee shall receive a cash payout of five (5) work days in the first payroll period in July.

**ARTICLE VII
LEAVE PROVISIONS**

Section 7.0

In the event of a death occurring in the family (i.e., spouse, child, parent, sibling, parent of a spouse, or grandparents) of any employee, no deduction in salary will be made for absence up to, but not exceeding, five (5) working days.

In the event of a death occurring to an aunt, uncle, nephew, niece, brother-in-law, or sister-in-law, an employee will be permitted up to one (1) working day off at their regular rate of pay. Additional time off shall be granted at the sole discretion of the Superintendent and handled on a case-by-case basis depending on the circumstances.

Section 7.1

Employees shall be entitled to leave for jury duty in accordance with state law. Any member required to perform jury duty shall be paid the difference between their jury duty pay and their regular pay for up to 30 working days.

Section 7.2

Employees who qualify shall be eligible for leave under the Federal Family and Medical Leave Act ("FMLA"). Any leave of absence granted under this Agreement which qualifies for FMLA treatment shall be counted towards eligibility for FMLA leave. Employees may be required to use any accrued paid leave available, e.g., vacation or sick leave during any period of FMLA leave, provided, however, sick leave shall only be used in the event of the employee's own illness or injury.

Section 7.3

No leave of absence shall exceed one (1) year in duration. Exceptions may be made by the Superintendent in his or her discretion. Any employee who has not worked for one year, for any reason whatsoever, shall be deemed terminated in which event neither the employee nor the Union shall have recourse through the grievance and arbitration provisions of this Agreement.

Section 7.4

One Union representative and one grievant, regardless of the number of grievances, shall be allowed to appear at formal arbitration hearings without loss of pay. Up to two (2) days of leave per year may be used by the Unit President/Designee without loss of

pay to attend UPSEU Union conferences, conventions and/or workshops.

Section 7.5

Two (2) days will be allowed for personal leave with reasonable notice to the Employer. Written request to the Employer shall normally be forty-eight (48) hours in advance, with the exception of emergencies.

ARTICLE VIII WAGES

Section 8.0

All wages shall be paid in accordance with Appendix A.

Section 8.1

Employees shall be allowed to opt to participate in the Employer's defined contribution plan (457). Effective 20202022-2123, the Board shall match the employee contribution up to \$500\$1,000 per year; effective 2021-2022, the Board shall match the employee contribution up to \$700 per year.

ARTICLE IX DISCIPLINARY PROCEDURE

Section 9.0

Disciplinary actions shall be applied in a fair manner.

Section 9.1

Disciplinary action may include, but is not limited to: (a) verbal warning, (b) a written warning, (c) suspension without pay, and (d) discharge, or a combination of these. All verbal warnings shall be documented and copies provided to the employee at the time issued.

Section 9.2

All suspensions and discharges must be stated in writing when affected and a copy given to the employee and Union President.

Section 9.3

Disciplinary action may be appealed through the grievance procedure as provided below.

Grievance and Arbitration Procedure – Any grievance or dispute which may arise between the parties which cannot be resolved, concerning the application, meaning or interpretation of this Agreement, shall be settled in the following manner:

Step 1 The employee, or the Union Steward, with or without the employee, shall take up the grievance or dispute with the employee's immediate Supervisor within ten (10) days of the grievance or the employee's knowledge of its occurrence. The Supervisor shall attempt to adjust the matter and shall respond to the Steward within three (3) working days.

Step 2 If the grievance has not been settled, it shall be presented in writing by the Union Steward or other Union Official to the Superintendent of Schools or his representative within seven (7) days after the Supervisor's response. The Superintendent of Schools or his representative shall respond to the Union Steward or the Union official in writing within three (3) working days.

Step 3 If the grievance is still unsettled, either party may, within fifteen (15) days after the reply of the appointing authority is due, by written notice to the other, request arbitration by the [State Board American Arbitration Association](#). Said Board shall hear and act on such dispute in accordance with its rules and regulations. The decision of the [State Board of Mediation and Arbitration American Arbitration Association](#) shall be final and binding upon the parties, according to law. The arbitrator shall be empowered only to interpret this Agreement, and shall have no power to add to it or otherwise modify it in any manner.

Note: After initial submission of grievance, time limits on replies at various levels of the proceedings may be extended upon the mutual written agreement of both parties.

ARTICLE X PRIOR PRACTICE

Nothing in this Agreement shall be construed as abridging any right, benefit or privilege that employees have enjoyed heretofore unless it is superseded by a provision of this Agreement.

ARTICLE XI NO STRIKE/NO LOCKOUT PROVISION

During the life of this Agreement, there shall be no strike, slowdown, suspension or stoppage of work in any part of the Board's operation by employees or employee nor shall there be any lockout by the Board in any part of the Board's operation.

ARTICLE XII MANAGEMENT RIGHTS

Section 12.0

It is recognized that the Board has and will continue to retain its rights, privileges,

duties, obligations and responsibilities to direct, promote and maintain the affairs of the school district in all of its various aspects, except those specifically abridged or modified by this Agreement. Such abridgment or modification shall not be effective if it is in violation of, or opposition to, those rights, privileges, duties, obligations and responsibilities inherent in and/or through the Board and/or its chief executive, or by virtue of statutory or charter provision.

Section 12.1

Except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of the Agreement, the Board has and will continue to retain, whether exercised or not, all of the rights, power and authority heretofore had by it, except where such rights, powers and authority are specifically relinquished, including, but not limited to:

1. To determine the care, maintenance and operations of equipment and property used for and on behalf of the Board.
2. To establish and/or to continue policies, practices and procedures for the conduct of Board business and, from time to time, to change or abolish such policies, practices or procedures, subject to negotiation as to mandatory subjects of bargaining.
3. To discontinue processes or operations or to discontinue their performance by employees.
4. To select and to determine the number and types of employees required to perform the Board's operations.
5. To employ, transfer, promote or demote employees, or to layoff, terminate or otherwise relieve employees from duty for lack of work or other legitimate reasons when it shall be in the best interest of the district. Any demotion or termination shall be subject to the grievance procedure.
6. To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the Board provided such rules and regulations are made known in a reasonable manner to the employees affected by them. The Union shall have the right to challenge the reasonableness of any such rule through the grievance and arbitration process.
7. To insure that incidental duties connected with departmental operations, whether enumerated in job descriptions or not, shall be performed by the employees.

ARTICLE XIII ZIPPER CLAUSE

The parties acknowledge that during negotiations for this Agreement, each had a full and complete opportunity to raise any and all issues affecting wages, hours and other terms and conditions of employment, and that the terms of this Agreement represent the full, final and complete understanding of the parties. Any agreement, verbal or written, not incorporated in this Agreement is null and void. No party shall be required to bargain during the terms hereof over wages, hours or terms or conditions of employment.

ARTICLE XIV DRUG TESTING

The Board shall have the right to conduct “reasonable suspicion” drug and alcohol testing. Drug testing shall be in accordance with the procedures set forth in Section 31-51t et. seq. of the General Statutes of Connecticut.

The first positive test will result in a written warning and mandatory counseling. The second positive test will result in a ten (10) day unpaid suspension and mandatory counseling. The third positive test will result in termination. The refusal to submit to a reasonable suspicion test will be grounds for immediate termination. Possession of illegal drugs, whether in or outside of work, shall be deemed a positive test for purposes of this provision. The cultivation, sale and/or distribution of controlled substances shall be grounds for immediate termination of employment.

ARTICLE XV MISCELLANEOUS

- A. All Cooks shall be required to possess the ServSafe certification as a condition of employment. Other bargaining unit members are encouraged to obtain the certification.
- B. Production Workers/Cashiers shall not be required to have a ServSafe certification.
- C. Any cashier that becomes a Cook shall have six (6) months to obtain a ServSafe certificate.
- D. The Board agrees to continue to pay the cost for:
 - (1) The first course for the ServSafe certification; and
 - (2) Should they fail the first test, the Board will pay for a second re-test fee.
- E. The Board will provide employees with three (3) shirts per year.
- F. Effective July 1, 2022, the Board shall provide one pair of non-slip shoes per year, which shall be made available at the start of each school year.

**ARTICLE XVI
MEDICAL INSURANCE**

Effective upon issuance of the award in Case No. 2020-MBA-189, bargaining unit members regularly scheduled to work 30 hours or more shall be eligible for the following insurance coverage:

- A. Plan – a high deductible health plan (HDHP) with an Individual deductible of \$5,000, and Two Person and Family deductibles of \$10,000; 100% In-Network coinsurance, 80% for Out-of-Network, and annual Out-of-Pocket Maximum of \$6,900 (Individual), \$13,800 (Two Person and Family); and post-deductible prescription co-payments of \$10/\$20/\$40 (2x for mail order).

The plan shall meet at least the minimum requirements under the Affordable Care Act.

- B. ~~Cost Share Contributions –~~ Effective July 1, 2022, ~~E~~mployee shall contribute ~~9.8%~~9.0% of the cost of individual coverage, and 50% of the incremental cost difference between the single coverage and the level (Two Person/Family) selected.
- C. Group Life Insurance – \$20,000 per employee.

**ARTICLE XVII
DURATION**

This Agreement shall become effective upon ratification and approval by the Board and the Union issuance of the award in Case No. 2020-MBA-189 and shall remain in place until June 30, ~~2022~~2025, and shall hereafter be continued automatically for one (1) year periods unless notice of an intention to modify or terminate this Agreement in writing by certified mail is provided to the other party at least ninety (90) days prior to the expiration hereof.

IN WITNESS WHEREOF, the parties hereto have set their hands this ____ day of January, ~~2021~~2023.

FOR THE WEST HAVEN
BOARD OF EDUCATION

UPSEU, LOCAL 424 Unit 100

Chairman

President

Superintendent

Unit President

APPENDIX A - WAGES

July 2022 - Effective and retroactive to October 15, 2022 ~~July 1, 2019-20:~~

Lead Cook	\$15.22 <u>\$16.74</u>
Cooks	\$14.36 <u>\$15.87</u>
Production Worker/Cashier	\$13.74 <u>\$15.25</u>

Effective July 1, ~~2020~~2023:

Lead Cook	\$15.22 <u>\$17.08</u>
Cooks	\$14.36 <u>\$16.19</u>
Production Worker/Cashier	\$13.74 <u>\$15.56</u>

Effective July 1, ~~2021~~2024:

Lead Cook	\$15.37 <u>\$17.43</u>
Cooks	\$14.50 <u>\$16.52</u>
Production Worker/Cashier	\$13.88 <u>\$15.88</u>

~~The wage schedule in effect for 2020-2021 shall be increased by 1% for 2021-2022.~~




WEST HAVEN PUBLIC SCHOOLS

"Schools Committed to Excellence"

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

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

Matthew Cavallaro 
Director of Finance
matthew.cavallaro@whschools.org

February 9, 2023

To: MARB Board Members
Re: Financial Impact of the UPSEU contract

Enclosed within this packet is the balance sheet for the West Haven Board of Education Food Service Operation. At the end of FY21, the most recent year reviewed by our auditing firm, this fund was operating with a positive fund balance of \$44,580.79. This balance has grown in future years but has not been reviewed by the auditors yet. Any surplus within the Food Service department must go back into the program per statute. The contract settlement agreement between the West Haven Board of Education and the members of the UPSEU union will not have any impact on the general budget or the 5-year plan. The driver of the salary increase was to ensure the West Haven Board of Education was complying with the Minimum Wage law. All expenditure increases as a result of the contract settlement will be paid for out of the self-sustaining Food Service operation.

02/10/2023 10:54
2366mcav

CITY OF WEST HAVEN LIVE
BALANCE SHEET FOR 2021 13

P 1
glbaishc

FUND: 801 FOOD SERVICE		NET CHANGE FOR PERIOD	ACCOUNT BALANCE
ASSETS			
80100000 13165	PEITY CASH	.00	1,280.10
80100000 13100	DUE FROM STATE OF CONNECTICUT	.00	551,525.31
80100000 15101	DUE TO/DUE FROM GENERAL FUND	.00	15,702.79
TOTAL ASSETS		.00	568,488.10
LIABILITIES			
80100000 29289	ACCOUNTS PAYABLE	.00	-520,603.31
80100000 29265	ACTIVE CARD INTEGRATION PAYABL	.00	-3,304.00
TOTAL LIABILITIES		.00	-523,907.31
FUND BALANCE			
80100000 19210	REVENUE CONTROL	2,556,200.89	.00
80100000 29220	EXPENDITURE CONTROL	-2,249,308.35	.00
80100000 29270	PRIOR YEAR ENCUMBRANCE	.00	354,445.76
80100000 31510	UNRESERVED FUND BALANCE	-305,892.84	-409,026.55
TOTAL FUND BALANCE		.00	-44,580.79
TOTAL LIABILITIES + FUND BALANCE		.00	-568,488.10

** END OF REPORT - Generated by Matthew Cavallaro BOE **

UPSEU Contract Salary Impact

2022-2023 increase	\$ 33,570.40
2023-2024 increase	\$ 18,327.20
2024-2025 increase	\$ 10,540.80

**The West Haven Board of Education (Cafeteria) and United Public Service Employees Union
(UPSEU)**

Wage Comparison 2020-21

	Production Workers/Cashiers		Cooks		Lead Cook	
West Haven	13.88	13.88	14.50	14.50	15.37	15.37

DRG H

Ansonia	14.52	14.52	16.12	16.12	23.63	23.63
Danbury	18.82	18.82	19.12	19.12	19.82	19.82
Derby	Non Union	Non Union	Non Union	Non Union	Non Union	Non Union
East Hartford	Non Union	Non Union	Non Union	Non Union	Non Union	Non Union
Meriden	16.23	16.23	19.30	19.30	19.30	19.30
Norwalk	15.51	16.64	17.14	18.59	18.61	25.50
Norwich	13.28	16.63				
Stamford	Non Union	Non Union	Non Union	Non Union	Non Union	Non Union
AVERAGE	15.67	16.57	17.92	18.28	20.34	22.06
WEST HAVEN	13.88	13.88	14.50	14.50	15.37	15.37
% DIFFERENCE	-11.4%	-16.2%	-19.1%	-20.7%	-24.4%	-30.3%

AENGLC

Ansonia	14.52	14.52	16.12	16.12	23.63	23.63
Bridgeport						
East Hartford	Non Union	Non Union	Non Union	Non Union	Non Union	Non Union
Mansfield	15.38	17.21	18.40	20.10	19.92	21.91
Meriden	16.23	16.23	19.30	19.30	19.30	19.30
New Haven	19.26	19.26	22.43	22.43	22.43	25.05
New London	15.68	15.68	17.84	17.84		
Norwich	13.28	16.63				
Torrington	13.80	13.80	18.29	18.29		
Waterbury	14.47	15.80				
AVERAGE	15.33	16.14	18.73	19.01	21.32	22.47
WEST HAVEN	13.88	13.88	14.50	14.50	15.37	15.37
% DIFFERENCE	-9.4%	-14.0%	-22.6%	-23.7%	-27.9%	-31.6%

Contiguous

Orange	17.08	17.08			20.51	20.51
Milford	13.58	15.20	19.33	19.33	19.64	23.06
New Haven	19.26	19.26	22.43	22.43	22.43	25.05
AVERAGE	16.64	17.18	20.88	20.88	20.86	22.87
WEST HAVEN	13.88	13.88	14.50	14.50	15.37	15.37
% DIFFERENCE	-16.6%	-19.2%	-30.6%	-30.6%	-26.3%	-32.8%

November 10, 2020

INTEREST ARBITRATION AWARD

**West Haven BOE
-and-
UPSEU, Local 424-Unit 100
CASE # 2020-MBA-189**

**M. Jackson Webber, Esq., Panel Chair
John M. Romanow, Esq., Management Panel Member
Kristen Sweet, Esq., Labor Panel Member**

**Representatives of the Parties:
Certified Return Receipt Requested**

**Floyd Dugas, Esquire
Berchem Moses**

**Elizabeth Ditman, Esquire
UPSEU**

CC: Max Friedman, Research Analyst- CCM
Sal Luciana, President AFL-CIO
West Haven BOE- Superintendent Office

CAC/mof

STATE OF CONNECTICUT
LABOR DEPARTMENT
BOARD OF MEDIATION AND ARBITRATION

ARBITRATION AWARD
UNDER SEC. 7-473c
OF THE
CONNECTICUT GENERAL STATUTES

In the Matter of the Arbitration Between:

CASE NO. 2020-MBA 189

WEST HAVEN BOARD OF EDUCATION

And

UPSEU LOCAL 424 UNIT 100

November 10, 2020

The undersigned Arbitration Panel, having been duly appointed in accordance with the Rules of Procedure of the Connecticut State Board of Mediation and Arbitration, and pursuant to the provisions of Section 7-473c of the General Statutes of the State of Connecticut, does respectfully make this Arbitration Award as required by said Statute.

REPRESENTATIVES OF THE PARTIES

Appearing for the Board of Education:

Floyd Dugas Esquire

Appearing for the Union:

Elizabeth Ditman, Esquire

PANEL

M. Jackson Webber, Esq., Chair
John Romanow Esquire - Management Member
Kristen Sweet Esquire - Labor Member

INTRODUCTION

This dispute concerns bargaining between the WEST HAVEN BOARD OF EDUCATION (Hereinafter the "BOE") and UPSEU LOCAL 424 UNIT 100 (Hereinafter the "UNION") over the negotiation of a Successor Labor Contract.

The undersigned Arbitrators were designated to hear and decide the dispute in accordance with Section 7-473c of the Connecticut General Statutes. The parties appeared before the arbitration panel on several days in West Haven, Connecticut. Both parties were represented and were accorded a full opportunity to submit evidence, examine and cross-examine witnesses and present arguments. The parties' last best offers on the issue in dispute were submitted to the panel on August 21, 2020. The panel members met in executive session to deliberate and decide the outstanding issues.

The agreed-upon language submitted to the panel is incorporated and made a part of the award.

The Union stated that "The Union's Last Best Offer takes into account the needs of the BOE as well as the membership and is more than reasonable. It seeks to give the members of the Union the same level of benefits that have been given for some time to other bargaining units within the BOE, including benefits that are given to other BOE food service employees that are in a different bargaining unit.

The Union submits to this panel that based on the evidence, testimony submitted at the hearings and the argument in this brief that its Last Best Offer on all issues should be awarded." (Union Brief Page 1)

The Union further stated that "There is no dispute that West Haven has its share of financial struggles. It is fact that it is being overseen by the Connecticut Municipal Accountability Review Board ("MARB"), which provides technical, financial and other assistance and related accountability for Municipalities experiencing various levels of fiscal distress. However, this is not new, and it is not only this UPSEU LOCAL 424 UNIT 100 FOOD SERVICE UNIT that this should impact. In fact, since Food Service is one of the only departments that makes a profit for the BOE each year, arguably, this bargaining

unit should see even greater benefits than other bargaining unit. However, instead, it has been provided far, far less than others.

While the BOE provides large binders worth of articles and exhibits in an effort to demonstrate the BOE's inability to pay for the benefits at issue in this binding arbitration, the most compelling evidence for how this case should be decided is within the BOE contracts themselves, particularly the one the BOE entered into with AFSCME Local 2706 Council #4, which includes among its Non-certified BOE Employees, food service workers just like those in the bargaining unit involved in this binding arbitration. The only difference between the food service workers getting the benefits from the BOE under the AFSCME Local 2706 Council #4 contract and the UPSEU Local 424 Unit 100 food service workers, is that the AFSCME food service workers service the middle school and the high school, whereas UPSEU food service workers service the elementary schools and the intermediate school within the District." (Union Brief Page 3)

The West Haven Board of Education believes that "The City of West Haven ("City") is, and has been for some time, teetering on the edge of financial ruin. The City has been in dire economic straits since 1992 and has continue to run a fund balance deficit since 2005. The negative fund balance has only continued to grow over the years, evidencing a structural imbalance in City finances. As a result, the City has been placed under state oversight for second time, more specifically, under the oversight of the Municipal Accountability Review Board ("MARB") since the beginning of 2018, giving the state approval and rejection authority over all contracts entered into by the City. 1 The City's economic stagnation in the face of rising costs has placed budgets of both the City and the Board at the breaking point. In addition to the existing precarious financial situation, the outbreak of COVID-19 has further increased the dire economic circumstances of the City and the Board of Education." (BOE Brief Page 1)

The BOE states further that "West Haven is in District Reference Group H (DRG "H") 2 , which is the next to last among the nine DRG groupings. [Id, at p. A-17]. And West Haven ranks 160 out of the 169 municipalities in regard to its Adjusted Equalized Net Grand List Per Capita ("AENGLC"). [Id., at p. A-23]. Clearly, it is one of the State's poorest communities.

West Haven's other demographic statistics further demonstrates that it is one of the poorest communities in the state. For example, West Haven's per capita income of \$28,721 puts it at 159 out of 160 municipalities in the state and only 66.7% of the state median income of \$43,056. [Id., at p. B-56]. The median income is nearly half of that of Guilford (\$60,834), the highest median income in New Haven county, and well below comparator municipalities such as Stamford (\$44, 059), Norwalk (\$47,322), and Danbury (\$34,512). [Id., at p. B-54]. Median household income results are the same: West Haven's median household income of \$58,177 is only 76.4% of the state median household income [Id., at p. B-69], and ranks 21 of 27 municipalities in New Haven County. [Id., at p. B-67]. Accordingly, not only is the City of West Haven poor, so are its residents." (BOE Brief Page 5).

The BOE asserted that “West Haven ranks near the bottom of the state in terms of educational expenditures per pupil. West Haven spends \$14,270 per pupil, which ranks 160 out of 169 municipalities in the state. [Id., at p. B-72]. It also ranks 25 out of 27 in New Haven County. [Id.] At the same time, the performance of its students lags significantly behind the rest of the state. [Id., at p. A-B]. The City ranks 15th. in the State in total unemployment [Id., at p. B-70]. In spite of that, West Haven’s residents are already taxed disproportionately high, as the City has the 36th. highest mill rate in the state. [Id. At p. B-41].”

Further, West haven is heavily in debt. While West Haven maintains an exorbitantly low AENGLC ranking of 16D, it is ranked 68th. Highest in bonded debt per capita. [Id., at p. B-57] as well as carrying a per capita pension liability that ranks 38th. Highest in the state. [Id., at p. B-59]. West Haven has the 11th. Highest Net Other Postemployment Benefits (“OPEB”) per capita and has the greatest per capita OPEB liability in DRG H, and the 6th. highest in New Haven County. [Id., at p. B-61]. In examining total debt per capita, West Haven has a crushing ranking of 18th. highest in the state with a total per capita debt rate of \$6, 740 4[Id., at p. B-63]. Only East Hartford carries a higher total debt per capita in DRG H, and West Haven ranks 6 our of 27 municipalities for highest per capita debt in New Haven County. [Id.] In short, West Haven is broke and in debt!” (BOE Brief Page 6)

STATUTORY FACTORS

“(2) In arriving at a decision, the arbitration panel shall give priority to the public interest and the financial capability of the municipal employer, including consideration of other demands on the financial capability of the municipal employer. The panel shall further consider the following factors in light of such financial capability: (A) The negotiations between the parties prior to arbitration... (B) the interest and welfare of the employee group... (c) changes in the cost of living... (D) the existing conditions of employment of the employee group and those of similar groups, and ... (E) the wages salaries, fringe benefits, and other conditions of employment prevailing in the labor market, including developments in private sector wages and benefits.”

STATE OF CONNECTICUT
DEPARTMENT OF LABOR
BOARD OF MEDIATION AND ARBITRATION

WEST HAVEN BOARD OF EDUCATION

CASE NO.: 2020-MBA-189
(Food Service)

and

UPSEU, LOCAL 424 UNIT 100

August 7, 2020

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ISSUE NO. 1:

Floating Holidays:

The Union is proposing adding two (2) floating holidays in addition to the current eleven holidays that the employees currently receive. In support of its position, the Union referred to the contract between the BOE and another union, AFSCME Local 2706 Council #4. (The bargaining union for the West Haven BOE Non-Certified School employees) The Union stated: "While in Tab 1 of BOE Exhibit, the BOE lists this bargaining unit in one of its charts as 'L.2706' and only lists Secretaries and Custodians, suggesting it is a bargaining unit for West Haven BOE secretaries and custodians, it is ...also includes in its membership, and as a beneficiary of the two floating holidays along with its 11 scheduled and named holidays, Food Service employees. The only difference between the food service employees in the AFSCME Local 2706 unit verses the UPSEU Local 424 Unit 100 Food Service Unit which the Union is representing in this case, is that the UPSEU Unit 100 food service employees work in the West Haven BOE elementary schools and intermediate school and the AFSCME Local 2707 food service employees work in the high school and middle school. If the BOE, who is the employer of the food service employees in both the AFSCME unit and this UPSEU unit, and it can offer such benefits to one, surely it should and can offer the same 2 floating holiday benefit to the other employees, who are doing the same work and providing the same service to the BOE. Furthermore, it is also found in another West Haven BOE contract for the CWA bargaining unit." (Union Brief Page 6)

The BOE countered that, "First, and fatally to the Union's LBO, is that it failed to introduce any cost data whatsoever in support of its proposal. Section 7-473 c(d)(1) of the Act requires the moving party on an issue that has a monetary impact to present data regarding the cost of its proposal two days before initial hearing. The Union has failed to do so. While it did purport to submit 'Union's Cost Data' document with its Offering Document after the initial hearing in this matter, that document suggests there is no cost to adding these paid holidays. That is simply not possible. For this reason alone, the Union's LBO should be rejected. (BOE Brief Page 22)

The BOE also argued that "The Union's LBO is also defective in that it repeats language already in the Agreed Upon Language Document. If awarded its LBO would lead to confusion and uncertainty." (BOE Brief Page 22)

The BOE asserted that "Further, the Board's inability to pay as discussed in detail in Section IV.A.2 above, and which is incorporated herein by reference, supports rejection of the Union's LBO. With all of the fiscal challenges the City and the Board face, they are simply not in a position to agree to language which will substantially increase costs, such as the addition of two floating holidays." (BOE Brief Page 22).

It appears that the City of West Haven is in a severe financial **condition** as shown by the Review Board that has been appointed by the State Legislature (MARB). Further the Union did not submit any cost data associated with its proposal, and therefore did not sustain its burden of proof.

After reviewing all of the information received by the arbitration panel, in light of the Statutory Criteria, the Last Best offers of the BOE for Issue No. 1 is accepted. The

Board appointed Panel Member agrees with the Neutral Arbitrator based upon the same Statutory Criteria, and the Union appointed Panel Member dissents on the selection of the Last Best Offer of the BOE based upon the same Statutory Criteria.

Issue No. 2A and 2B:

Sick Leave Annually and Sick Leave Accumulation

The Union is proposing to increase paid sick leave from the current 10 days to 15 days and to increase the current maximum accumulation of sick leave from 60 days to 130 days and the BOE is proposing increasing the sixty-day accumulation to 90 days and to leave the sick leave at 10 days per year. It pointed out that “The AFSCME Local 2706 Council #4 Non-Certified West Haven BOE Employees bargaining unit receives sick leave at a rate of 1.5 days per month for 15 sick days a year for 10-month employees and 15 sick days a year for 12 month employees. As previously discussed, the only difference between the food service employees in the AFSCME local 2706 unit versus the UPSEU Local 424 Union 100 Food Service unit which the Union is representing in this case, is that the UPSEU Unit 100 food service employees work in the West Haven BOE elementary schools and intermediate school and the AFSCME Local 2706 food service employees work in the high school and middle school. If the BOE, who is the employer of the food service employees in both the AFSCME unit and this UPSEU unit, can offer such benefits to one, surely it should and can offer the same number of sick days to the other employees, who are doing the same work and providing the same service to the BOE.” (Union Brief Page 7)

The BOE argued the “The Union’s last best offers on Issues 2A and 2B are defective in that the Union has failed to provide any evidence of the cost impact of the proposal. Once again in its untimely cost data, the Union claims this proposal is no cost item. Undoubtedly, there is a financial cost to somebody using additional sick time. As

discussed by Food Service Director Meg Kingston, whenever an employee uses a sick day the Board has to find someone to replace them [Transcript Vol.2, at p. 60]. In reviewing the Board's data showing the number of sick days taken, it is evident that there are many employees in this bargaining unit who use all or close to all of their 10 sick days annually, with some employees going significantly over: one employee used 27 sick days alone." (BOE Brief page 25).

The BOE added, "The Union's LBO's are also defective in that both repeat language already in the Agreed Upon Language document, thus if awarded, would lead to confusion and uncertainty. On the merits, comparable statistics also do not support the Union's LBO. In Board's Tab 2, Danbury is the only comparable district which offers food service workers 15 sick days annually . There is additionally only one district, New Canaan BOE U. 20, where UPSEU workers receive 130 days or more of total accumulation Thus statutory factor D supports the Board's BOE." (BEO Page 25)

The moving party for these issues, the Union, did not submit any financial cost data for its proposals. Therefore, after reviewing all of the information received by the arbitration panel, in light of the Statutory Criteria, the Last Best Offers of the BOE for Issues 2A and 2B are accepted. The Board Appointed Panel Member agrees with the Neutral Arbitrator based upon the same Statutory Criteria, and the Union Appointed Panel Member dissents on the selection of the Last Best Offer of the BOE based upon the same Statutory Criteria.

ISSUE No. 3:

Attendance Bonus:

The Union is proposing to add an attendance bonus to the current contract which would consist of one paid day for every five months that an employee does not use his/her sick leave. It stated that "An attendance bonus is a great incentive for employees to not use their sick or personal leave. Furthermore, it is a no cost item to the BOE, since the days that would be given are already budgeted in as paid work-days." (Union Brief Page 9).

In rebuttal to the Union's Last Best Offer for this issue, the BOE contended that "The comparable contracts show that attendance bonuses for food service workers are rare. As illustrated in Board Exhibit 8, Tab 4, only two comparable districts offer any sort of attendance bonus, and only Danbury offers that bonus in the form an additional day of leave. Further, Danbury's contract only provides one day if the employee does not use their sick leave for the entire year. None of the City's or Board's other bargaining units receive an attendance bonus, save for a letter of congratulations to teachers and a \$45 bonus for nurses for each marking period. Attendance bonuses are also rare for comparable UPSEU units, with 11 out of 13 having no such contract language. Accordingly, statutory factor D supports selection of the Board's LBO." (See BOE Brief, Pages 26-27).

Based upon the fact that few, if any, of the comparable Towns have such a benefit, and taking into consideration the financial condition of the Town of West Haven, a majority of the panel found as follows:

After reviewing all of the information received by the arbitration panel, in light of the Statutory Criteria, the Last Best Offer of the BOE for Issue 3 is accepted. The Board Appointed Panel Member agrees with the Neutral Arbitrator based upon the same Statutory Criteria, and the Union Appointed Panel Member dissents on the selection of the Last Best Offer of the BOE based upon the same Statutory Criteria.

ISSUE 4:

Sick Leave Payout:

The Union is proposing that the employees receive a 25% payout of unused accumulated sick leave upon an employee's retirement, resignation or death. It argued that "The BOE offers a sick leave payout to a number of bargaining units. It offers paraprofessionals bargaining unit and the communication workers bargaining units each a payout of up to forty-five sick days. It offers the teachers a payout of 25% of their total accumulated sick days, and, pursuant to their contract, they are able to accumulate up to 167 sick days. The AFSCME Local 2706, which once again, includes food service workers in its membership, receives a 50% payout of sick days upon 15 years of service or more. These sick days are earned during employment and they are accrued as a result of good attendance, so it is only fair and reasonable for employees to receive some compensation for unused sick days at the time of retirement or separation from employment, other than termination. (Union Brief Page 9).

The BOE argued against the Union's LBO. It asserted that "Again, the Union...has failed to provide any cost data for an offer which would have an obvious financial cost to the Board. This fact alone should be enough for the panel to find that the Union's LBO is defective and must be rejected.

Even still, evidence of comparable contracts presented in Board Exhibit 8, Tab 4, does not support the Union's position. Over half of the comparable UPSEU units do not have sick leave payout provisions. Further still, the City and Board's other bargaining units which do have sick leave payouts have strict caps on them, and notably either a

date that the employee must have started working for the City to be eligible, or a threshold number of years before the employee becomes eligible for leave.

Most importantly, the Board's ability to pay remains dominant in the analysis of this issue. Sick leave and sick leave payouts are accrued as a liability a part of a city's total OPEB value. "(BOE Brief Page 28)

The City of West Haven has an OPEB liability of approximately 190 million dollars as of June 30, 2017. The Panel did not receive any cost data which would indicate the cost of the Union proposal. Without such data, the panel is unable to accept the Union's Last Best Offer for Issue No. 4.

Therefore, after reviewing all of the information received by the arbitration panel, in light of the Statutory Criteria, the Last Best Offer of the BOE for Issue No. 4 is accepted. The Board Appointed Panel Member agrees with the Neutral Arbitrator based upon the same Statutory Criteria, and the Union Appointed Panel Member dissents on the selection of the Last Best Offer of the BOE based upon the same Statutory Criteria.

ISSUE 5:

Workers' Compensation "Top Off" or "Supplement"

The Union contended that "The BOE offers a workers compensation supplement, making up the difference between what is received in workers compensation benefits and one's regular wages, for up to 4 months after a work related injury to members of the AFSCME Local 2706 bargaining unit and the BOE paraprofessional bargaining unit and up to a full year for BOE Nurses bargaining unit. This bargaining unit is requesting to only be made whole for up to 30 days following a work -related injury. This is minimal in comparison to the 4 months other food service workers are receiving in their contract. Clearly, the BOE is able to afford this or they would have tried to get it removed from the other collective bargaining agreements -- most notably the AFSCME Local 2706 bargaining agreement which was just finalized in July 2019." (Union Brief Page 10)

The BOE disagreed with the Union's position on this issue. It explained that "While the exact cost of this proposal remains unclear, what is clear is that this proposal would result in a significant cost to the Board. The worker's compensation statute provides that employees will receive 75% of their earning for total incapacity as of the date of their injury less taxes. [C.G.S. Sec. 31-307], reproduced at Board Exhibit 8, Tab 5, at p. 4]. The board therefore will be required to pay the remaining 25% of their employees' salaries, along with the costs associated with finding coverage for that employee's hours while they are out on leave. Therefore, due to the financial cost and the City's inability to pay, coupled with the Union's failure to bring any evidence of cost data

or other evidence for that matter supporting its LBO), this Union's proposal on this issue should be rejected." (BOE Brief Page 29).

The City is currently being overseen by the MARB which helps the City in making financial and accounting decisions. Without having been presented with evidence of the financial impact of the Union's proposal on the City's finances, the Panel was unable to accept the Union proposal.

Therefore, after reviewing all of the information received by the arbitration panel, in light of the Statutory Criteria, the Last Best Offer of the BOE for Issue No. 5 is accepted. The Board Appointed Panel Member agrees with the Neutral Arbitrator based upon the same Statutory Criteria, and the Union Appointed Panel Member dissents on the selection of the Last Best Offer of the BOE based upon the same Statutory Criteria.

ISSUE No. 6:

Paid Leave for Union Conferences

The Union is seeking to increase the leave provision of the contract to add two (2) additional days for Union conferences/conventions or workshops. The Union pointed out that "AFSCME Local 2706 gets 8 paid union leave days a year; the paraprofessionals get 3; the nurses are allowed 2; the communication workers get 9 and the teachers get 4. This bargaining unit is making the reasonable request for up to 2 days of annual union paid leave to attend trainings or workshops the Union may be offering to officers of the bargaining unit, because the days are already budgeted for and they manage to afford at least two such days for 5 of the other 6 BOE bargaining units." (Union Brief Page 11).

The BOE negated the Union's argument, insisting that The Union's offer remains ambiguous as it does not discuss how events, conferences or workshops are to be chosen. It is unclear if the union or the Board reserves the final right to decide which functions may be attended. For example, in Torrington, the bargaining unit retains the right to attend union functions, but only functions which have been agreed on by the parties[Board Exhibit 8, Tab 6 at p. 2]. Without this specification, the offer is defective. Were this LBO to be selected, the parties would be left to argue over which events qualify as "conferences, conventions and/or workshops." (BOE Brief Page 30).

A majority of the Panel believes there is a benefit to granting the Union proposal for both the Union and the BOE. The knowledge derived from these workshops and conferences benefit both parties hereto.

Therefore, after reviewing all of the information received by the arbitration panel, in light of the Statutory Criteria, the Last Best Offer of the Union for Issue No. 6 is accepted. The Union Appointed Panel Member agrees with the Neutral Arbitrator based upon the same Statutory Criteria, and the BOE Appointed Panel Member dissents on the selection of the Last Best Offer of the Union based upon the same Statutory Criteria.

ISSUE No. 7:

Personal Days

The Union asks that the current one (1) day personal day be increased to two (2) personal days per year. The Union offered that "The BOE provides every single other BOE bargaining unit at least two (2) personal leave days, but only offers this bargaining unit 1 personal leave day. This is completely unfair and unreasonable. AFSCME Local 2706, the paraprofessionals, the nurses and the communication workers each receive 2 personal leave days per year. The teachers and administrators receive 3. The days are already budgeted in and the BOE and MARB both approved the other contracts with 2 and more personal leave days. Therefore, there can be no argument that the BOE cannot afford to extend this benefit to the members of this bargaining unit. This bargaining unit works the same number of hours as members in the other bargaining units and should be afforded comparable benefits, especially as those other food service employees.

The BOE contested the Union's demand on this issue. It stated that "It is notable that 1 personal day per year is not an uncommon benefit for food service workers to receive. For example, the Bethel BOE U. 117 receives 1 day per year while the Monroe Sodexo U.7 receives no personal days. [Board Exhibit 8, Tab 7, at p. 3]

However, the overarching factor of ability to pay strongly supports the Board LBO to keep the current contract language. Again, the Union, as the movant, has failed to meet its burden of proof by not producing any evidence regarding the cost of its proposal or any other evidence. By contrast, the Board's evidence clearly shows that the one personal day is taken by the overwhelming majority of the unit. [Id., at p. 4]. As

argued in Issue 2 and incorporated herein, whenever employees are out of work the Board is responsible for finding coverage for those employees, resulting in a significant cost increase for the Board. Therefore, Statutory Factor D supports the Board's LBO of remaining at 1 personal day.

A majority of the Panel believes that the extra personal day requested by the Union is appropriate based upon the needs of the employees and the data received showing comparable data of other employees of the BOE.

Therefore, after reviewing all of the information received by the arbitration panel, in light of the Statutory Criteria, the Last Best Offer of the Union for Issue No. 7 is accepted. The Union Appointed Panel Member agrees with the Neutral Arbitrator based upon the same Statutory Criteria, and the BOE Appointed Panel Member dissents on the selection of the Last Best Offer of the Union based upon the same Statutory Criteria.

ISSUE No. 8:

Vacation

The current contract by and between the parties hereto, does not grant employees any vacation time.

The Union asks for vacation time and proposes that vacation be allowed and be based upon service time completed as follows:

Time of Service Completed	Vacation Earned
6 months	1 week
1 year	2 weeks
10 years	3 weeks
15 years	4 weeks
20 years	5 weeks

Upon the request of an employee who has qualified for 5 weeks of vacation, said employee may substitute one-week vacation for one week of wages.

The Union stated that it "...is only looking to receive benefits that are comparable to similar employees with the BOE. The AFSCME Local 2706 contract with the BOE provides its 10-month employees with vacation time that is even more generous than that, which we are seeking to be awarded. In the AFSCME Local 2706 contract with the BOE, it clearly states each employee receives the vacation time provided in accordance with its vacation schedule. It makes no exception for ten-month employees or its food service employees in that unit. If the BOE can offer, and if MARB can approve, other ten month employees, especially other food service employees, vacation time, the same benefit should be awarded to the members of this bargaining unit as listed above." (Union Brief Page 13).

The BOE argued that the Union has failed to provide evidence to support its position on this issue and therefore has not met its burden of proof. It contended that "...the Union has also failed to submit any cost data to support its LBO rendering this offer defective. Once again, its Cost Data that this is no cost item! That defies common sense. Allowing employees to take paid vacation would require the Board to find staffing replacements for the employees on vacation, which would inevitably increase costs by way of wages and overtime. Yet the Union has failed to provide any evidence to show the cost implications of its current proposal. This is fatal to the Union's LBO.

While we do not know the specific impact of the proposal, we do know that it has a cost. Given the City's many financial challenges, the City's ability to pay strongly supports rejection of the Union's LBO. Moreover, the Union did not offer one shred of evidence supporting this proposal. (BOE Brief Page 32 and 33),

Without being furnished with the cost data associated with this proposal, the Panel is unable to grant the Union Proposal. The Panel believes that the financial impact of this proposal could be substantial. For instance, the Panel was not apprised of how many years of service each employee has earned and without that information, there is no way to calculate the cost of this proposal.

Therefore, after reviewing all of the information received by the arbitration panel, in light of the Statutory Criteria, the Last Best Offer of the BOE for Issue No. 8 is accepted. The BOE Appointed Panel Member agrees with the Neutral Arbitrator based upon the same Statutory Criteria, and the Union Appointed Panel Member dissents on the selection of the Last Best Offer of the BOE based upon the same Statutory Criteria.

ISSUE No. 9:

Pension

In addition to the current contract language which requires the BOE to match up to \$350.00 of the employee pension contribution, the Union is requesting that the BOE contribute five (5%) per cent to each employee's retirement account commencing July 1, 2019 and that the employee can contribute up to fifteen (15%) per cent of his/her earning in a tax differed (Section 125) plan.

The Union commented that "As is a common theme throughout this arbitration and post hearing brief, the Union is seeking benefits comparable to other BOE employees, particularly those in the same food service field as those in this bargaining unit. The AFSCME Local 2706 bargaining unit, the BOE Nurses and the BOE Communication Workers all receive a 5% contribution from the BOE. This was just renewed in the AFSCME Local 2706 2019 negotiations and approved by MARB. Surely, if the BOE and MARB feel the BOE can afford to contribute 5% toward other BOE employees' retirement plans, including other food service workers, it can afford to do the same for the bargaining unit members in UPSEU Local 424 Unit 100." (Union Brief Page 14).

The BOE, on the other hand, is proposing that effective 2020-2021, it will match employee's contribution up to \$500.00 per year; and effective 2021-2022, it will match employees contributions up to \$700.00 per year. The BOE claimed that the "...Union's LBO Would require that the Board establish an account for each employee, contribute 5%

to each employee's retirement account, and allow employees to contribute up to 15% of their earnings to a Section 125 plan. This latter part of this proposal makes it also defective. A Section 125 plan is a vehicle for funding health insurance, not pensions. It would be a violation of the IRS Code to fund pension contribution through a Section 125 plan. (BOE Brief Page 34).

The BOE offered that "The Union's offer is defective for several other reasons. First, as the movant, the Union has again failed to meet its burden of proof and provide any cost data to support its proposed increases., even though clearly the Increases will result in a significant financial cost for the Board. Unlike its other proposals where the Union simply says there is no cost item, in its untimely cost Data document, the Union states it 'needs more time to provide the estimated cost,' yet at no time during the hearing did it do so. Accordingly, it has failed to meet its obligation under MERA to provide cost data. For this reason alone, its LBO must be rejected.

Furthermore, the Union's offer appears to contradict itself or otherwise is vague to the point of being defective. The Union's offer repeats the existing contract language suggesting that the Board should be matching the Employee's contributions up to \$350, while also stating that the Board should be contributing 5% to each retirement account. The LBO does not clarify 1) whether the \$350 or the 5% is the amount that Board should contribute, and 2) does not specify what the 5% is based on. If the Panel were to award the Union its LBO, the parties would have to continue to argue over the meaning of this section. As such, the Board's LBO should be awarded based on these factors alone. (BOE Brief Page 35)

Since the Union did not present evidence of the cost of their proposal for this issue, the Panel is unable to find for the Union on this issue.

Therefore, after reviewing all of the information received by the arbitration panel, in light of the Statutory Criteria, the Last Best Offer of the BOE for Issue No. 9 is accepted. The BOE Appointed Panel Member agrees with the Neutral Arbitrator based upon the same Statutory Criteria, and the Union Appointed Panel Member dissents on the selection of the Last Best Offer of the BOE based upon the same Statutory Criteria.

ISSUE NO. 10:

Arbitration Forum

The BOE is proposing language that would substitute the American Arbitration Association in place of the State Board of Mediation and Arbitration as the forum for arbitration between the parties. The BOE explained that "Article IX, Section 9.3 is the parties' agreed upon dispute resolution language, specifically related to the arbitration of grievances. The current language directs that the parties will use the State Board of Mediation and Arbitration ("SBMA") as their desired forum for arbitration. The Board, as the proponent of this change, is seeking to change the arbitration forum from the SBMA to the American Arbitration Association ("AAA").

The Union's LBO is defective in that it merely states 'current language' without stating what the current language is. Since the current language has been deleted from the Agreed Upon Language, if awarded the provision on arbitration would simply read 'current language.' This would leave the Union without arbitration language. For this reason alone, the Board's LBO should be selected." (BOE Brief Pages 36-37).

The Union, on the other hand, argued that "The BOE has not provided any compelling testimony or documentation to warrant a change to the current language. This unit has not had any grievances go to arbitration in the years it has been with UPSEU, so there are no overly union friendly decision the BOE can point to as a reason. The Union wishes to remain with current language and keep the arbitral forum the SBMA, which is also the same as in the current AFSCME Local 2706 contract." (Union

Brief Page 15). The Union asked the its LBO be awarded.

It is noted that the BOE did not submit sufficient evidence to sustain its Burden of Proof. Neither party submitted any evidence that the issue of the forum to resolve disputes has been a problem for either side.

After reviewing all of the information received by the arbitration panel, in light of the Statutory Criteria, the Last Best Offer of the Union for Issue No. 10 is accepted. The Union Appointed Panel Member agrees with the Neutral Arbitrator based upon the same Statutory Criteria, and the BOE Appointed Panel Member dissents on the selection of the Last Best Offer of the Union based upon the same Statutory Criteria.

Issue No. 11

Management Rights-Subcontracting

The BOE is proposing language that would allow it to subcontract or privatize the bargaining unit work, provided that employees will be offered employment at their current wage at least.

The BOE explained that “Currently, the Board has a contract with Sodexo to manage the Food Service Program. The Board has made no secret that it would like to transition the bargaining unit to Sodexo as well. Meg Kingston, Food Service Director, testified at length about the advantages of transitioning the unit to Sodexo. Sodexo, without question, offers great wages and benefits to its employees that the Board could possibly provide [Transcript Vol.2, at pp. 56-57]. Chief among these benefits would be the eligibility of the employees to receive medical, dental , and vision benefits, as well as collecting unemployment in the summer. [Id., at p. 76]. Given the economic condition of the City, the transition to Sodexo also represents a cost saving mechanism for the Board. For example, the Board would no longer be obligated to pay the wages and benefits of the employees, as they would instead receive their compensation from Sodexo. This would alleviate a major financial obligation for the Board which already has demonstrated its inability to pay and would provide a substantial increase in the total compensation received by the Union members. The Board would also not have to spend time and money negotiating a collective bargaining agreement, processing grievances

and the like. This supports the Board's LBO on this issue based upon the statutory factor of ability to pay." (BOE Brief Page 38)

The BOE pointed out that "Additionally, subcontracting clauses are common among the other comparable units in the City. Both the AFSCME contract as well as the CWA contract have subcontracting clauses granting the Board the right to privatize aspects of its operation. The WPCA, Local 1303-345 and Local 681 also have subcontracting clauses. Awarding the Board its LBO on this issue would therefore keep the Union in a substantially similar place with comparable bargaining units as well as the other bargaining units in the City." (BOE Brief Page 39).

The Union took exception to the BOE's argument for the right to subcontract or privatize the work now done by the bargaining unit members. It argued that "There is no compelling reason for this change in language. There was testimony that food service is already turning a profit each year. The members enjoy being BOE employees and always have been BOE employees. The change in language would provide most of them the ability to retain employment with any new private company came in but there is guarantee they all will. Such a change in language could be detrimental to the bargaining unit and the bargaining unit members and, again there is no compelling reason for it." (Union Brief Page 16)

The BOE was unable to submit sufficient evidence to sustain its burden of proof to grant the BOE the right to privatize the work now performed by the bargaining unit employees. The BOE did not submit any cost data regarding this issue and in fact, it appears that the BOE makes a profit running the food service operation.

Therefore, after reviewing all of the information received by the arbitration panel, in light of the Statutory Criteria, the Last Best Offer of the Union for Issue No. 11 is accepted. The Union Appointed Panel Member agrees with the Neutral Arbitrator based upon the same Statutory Criteria, and the BOE Appointed Panel Member dissents on the selection of the Last Best Offer of the Union based upon the same Statutory Criteria.

ISSUE NOS. 12A THROUGH AND INCLUDING 12F

MISCELLANEOUS-SERVSAFE CERTIFICATION/COOKS

On these matters, both parties have made proposals.

Regarding Issue No. 12A, The Union offered that "While the parties both agree in the agreed to language document to change the order of the language in paragraph A, they did not agree on any change to whether it would remain Head Cooks who shall be required to possess the ServSafe certification or all cooks. The BOE has not provided any compelling reason for the language to be changed. Only one person in the kitchen is required to be ServSafe certified and it makes sense that this certification be required of the Head Cook. This also justifies the additional pay that the Head Cooks receive, because they are responsible for having this certification and running the kitchen under it. As for the Union seeking to add in that the certification shall be renewed every five (5) years, this is what is required by the ServSafe certification. Sodexo which runs the BOE food service program requires renewals in shorter time frames, but this is unnecessary since the ServSafe certification is good for 5 years and having to renew it sooner than that causes undue angst on the members who are required to hold it."

(Union Brief Page 17-18)

As to Issue No. 12B, the Union argued that "With respect to Issue No. 12B, if the BOE requires members of the bargaining unit to be certified then it should pay for the costs associated with such certification and assist the members as necessary in obtaining certification. Therefore, the Union's LBO for Issue No. 12B should be awarded.

(Union Brief Page 18)

Regarding Issue No. 12C, “...the Union is proposing current language. There is no requirement and no need for cashiers to hold a food operator certification. Therefore, the Union’s LBO for issue No. 12C should be awarded. (Union Brief Page 18)

“With respect to Issue No. 12D, the Union is proposing current language and there is no compelling reason for that language to be changed if the head cooks have the ServSafe certification, which the Union agrees to. (Union Brief Page 18).

As to Issue No. 12E, the Union and BOE agree on this language that the BOE will pay for the re-test fee. (Union Brief Page 18)

Regarding Issue No. 12F, the Union stated that “...the food service employees in AFSCME Local 2706 get a stipend for skid resistant shoes, which are important for employees working in a kitchen where liquids and food can spill and cause the floor surface to become slippery and dangerous. This is not only a matter of the Union seeking comparable benefits, but it also a matter of health and safety for the employees. Therefore, the Union’s LBO for issue No. 12F should be awarded. (Union Brief Page 18)

The BOE explained that “Issues 12A through 12E are an amalgamation of five sub issues relating to Food Service sanitation certification. The current contract language of this section explains which employees are required to obtain a ‘ServSafe’ certificate and which a “Qualified Food Operator” certificate and discusses uniform allocations for employees (3 shirts per year).

The Board proposes, among other things, that all cooks obtain a ServSafe certification, while the Union proposes the status quo, that only the Head Cooks be

required to obtain a ServSafe certification. The Union additionally proposes significant expansions to uniform allotments in Issue 12G by providing \$100 every year to each employees for the purchase of skid resistant shoes.” (BOE Brief Page 41)

The BOE “...wants to expand the ServSafe requirement for its employees to include all cooks. As emphasized by Meg Kingston, the ServSafe course provides significantly more information than the other training course mentioned in the contract [Transcript Vol. 2, at pp 61-62]. The other course does not cover things like plumbing or drainage, among other issues which are important for employees to understand for serving food in school. Kingston emphasized that ServSafe is a benefit that the BOE can provide free at the school and it is a certification which employees can take to other establishments if they desire [Id]. Kingston, who is an employee of Sodexo, noted that Sodexo views this training as important, as it requires all of its employees to possess ServSafe certification. “[Transcript Vol. 2, at p. 62].” (BOE Brief Pages 41- 42)

“By way of Issue 12B the union seeks to add language that if employees who are not required to have the ServSafe certification choose to obtain it, the Board shall pay for ‘all costs’ associated with such. Importantly, the union does not define what ‘all costs’ include (Tutoring? Transportation? Baby Sitter?) associated with such certification. The Union failed to introduce any evidence in support of its position on Issue 12B. For that reason, and because its LBO is defective for the reasons noted above under the discussion on Issue 12A, the Board’s LBO of ‘No Such Language’ should be adopted.” (BOE Brief Page 43).

The BOE stated that "Issues 12C and 12D both include minor nomenclature changes, replacing the reference to 'Qualified Food Operators' with 'ServSafe,' and it is tied to its LBO on Issue 12A. It will have no impact on bargaining unit members as the provision simply says Production Workers and Cashiers are not required to have the certification." (BOE Brief Page 43).

The BOE explained that "Issue 12F involves a proposal by the Union for a shoe allowance in regard to the safety shoes. Only two comparable unions receive a \$100 allocation for slip resistant shoes, Ansonia and Meriden. Moreover, the Board's other unions do not receive uniform allowance at all with the exception of the AFSCME unit, who receive a \$100 total allowance. The Union favors well in comparison with other UPSEU bargaining units' uniform allowances. Notably, Windsor BOE Maintenance, Windsor Locks U. 46, and East Haven BOE L. 1222 all provide shoe allowances, but for substantially less than \$100 per year" (BOE Brief Page 43).

The main theme of Issues 12A through 12f covers the area of who should possess health and safety certificates. The Union wants to limit the number of employees who would need the certificate and want the certificate to last for five (5) years. The BOE, on the other hand, wants to have all cooks required to be certified in order that employees have a strong knowledge of foodborne pathogens and biological toxins, and how to prevent their spread. A majority of the panel believes that the BOE should be the deciding party on these subjects.

Therefore, after reviewing all of the information received by the arbitration panel, in light of the Statutory Criteria, the Last Best Offers of the BOE for Issues No. 12A, 12B,

12C, 12D, 12E, and 12 F are accepted. The BOE Appointed Panel Member agrees with the Neutral Arbitrator based upon the same Statutory Criteria, and the Union Appointed Panel Member dissents on the selection of the Last Best Offers of the BOE based upon the same Statutory Criteria.

ISSUE NOS. 13A AND 13B:

MEDICAL INSURANCE AND COST SHARE CONTRIBUTION

Both Parties have proposed high deductible health plans. The BOE is proposing that employee pay 9.8% of the cost of individual coverage and 50% of the increased cost difference between single coverage and the two person/family coverage.

The Union is proposing that the employees pay 15% of the insurance premium cost including single two-person or family coverage. The union stated that it "...is seeking not only a health insurance plan for its membership that meets the minimum requirements under the Affordable Care Act, but that is one that they can realistically afford and is comparable to the health insurance provided through the BOE to the other BOE employees in other bargaining units." (Union brief Page 19).

The BOE stated that the insurance plan proposed by it would cost 12.6% less than the plan proposed by the Union. It further argued that "A review of the comparable bargaining units, available at Board Exhibit 8, Tab 13, shows the Board's LBO would put the Union in a comparable place with other bargaining units.

The Union's LBO proposes that the Board provide the Union with the same plan offered to the Board's other bargaining units. Again, the Union has failed to provide any cost data to support its LBO and demonstrate why their plan is any better than the plan

provided by the Board. By contrast, the Board's evidence, provided by LaVigne, shows that the Board's proposal is more financially reasonable based on the 12.6% cost differential, while providing bargaining unit members with insurance for the first time, and meeting the minimum ACA requirements. The cost of the Board's proposal is estimated at \$113,000 or roughly 25% of the base payroll of \$420,000.00 It is noteworthy that the 12.6% cost differential makes the plan cheaper for both the Board and the bargaining unit members, because the employee's contribution is based off of a percent of the total cost of the plan and the Board has proposed a lower cost-share contribution. [Id.at p. 113]. (BOE Brief Pages 45-46).

The BOE is offering employees a health insurance plan for the first time. The BOE proposal would require employees to pay 9.8% of the premium for individual employees and 50% of the increased cost difference between single coverage and the two person/family coverage. The Union, on the other hand, is proposing a plan that would cost employees 15% of the total insurance premium. The Union failed to submit cost data on its proposal and without that information, the Panel had no alternative but to find for the BOE on these issues.

Therefore, after reviewing all of the information received by the arbitration panel, in light of the Statutory Criteria, the Last Best Offers of the BOE for Issue No. 13A and 13B are accepted. The BOE Appointed Panel Member agrees with the Neutral Arbitrator based upon the same Statutory Criteria, and the Union Appointed Panel Member dissents on the selection of the Last Best Offers of the BOE based upon the same Statutory Criteria.

ISSUE NO. 14:

MEDICAL INSURANCE WAIVER

THE Union is proposing that employees who do not take advantage of the Insurance offered, would be entitled to a payment of \$2,000.00. The Union stated that "the BOE provides a \$2000 waiver to the AFSCME Local 2706 bargaining unit, the BOE paraprofessionals, the BOE nurses, the BOE Communication workers and the teachers. It is egregious for it to be unwilling to provide the same benefit to members of this bargaining unit. The BOE cannot possibly make an argument that this is an expense it cannot afford when it provides it to, which has been approved by MARB, to all the aforementioned bargaining units in their contracts. It is not in the contract for this bargaining unit currently, because there previously wasn't any health insurance even offered to this bargaining unit. Now that health insurance will be awarded to this bargaining unit in one form or another, the benefit of a waiver of \$2,000 they would receive is significantly less than the BOE is saving by those who do not end up taking the employer provided insurance."(Union Brief Page 20).

The BOE, on the other hand, argued that "As the movant, the Union has again failed to meet its burden of proof by failing to produce any cost data to support such a proposal. Once again, it states in its untimely "Cost Data" document that information will be provided later, and then never provided the information. While the cost is unknown, it can be ascertained that it will be significant. In addition to the \$2,000 payment made by the Board to the employees, the Board would also need to pay an increased cost for

the health insurance plan itself. As testified by LaVigne, having less employees enrolled in the plan **increases the per employee cost of the plan for the Board.** [Transcript Vol. 2 at pp. 91-92].

In addition, when compared to comparable bargaining units in different municipalities and other UPSEU bargaining units, available in Board Exhibit 8, Tab 14, the overwhelming majority do not have a payment in lieu of benefits provision in their contracts." (BOE Brief Page 17).

The BOE stressed that because the insured group would be small in number, the fewer people in the group would add an increase in the cost of the plan for both the BOE and those employees who elect to participate in the plan. The Union has not countered that argument with contrary evidence, and therefore, its Last Best Offer cannot be accepted on this issue.

Therefore, after reviewing all of the information received by the arbitration panel, in light of the Statutory Criteria, the Last Best Offers of the BOE for Issue No. 14 is accepted. The BOE Appointed Panel Member agrees with the Neutral Arbitrator based upon the same Statutory Criteria, and the Union Appointed Panel Member dissents on the selection of the Last Best Offers of the BOE based upon the same Statutory Criteria.

ISSUE NO. 15:

LIFE INSURANCE

The BOE is proposing a \$10,000.00 life Insurance policy for each member of the bargaining unit, while the Union is proposing a \$20,00000 life Insurance policy.

Addressing this issue the Union argued that "The BOE provides a minimum of \$15,000 in life insurance to the other BOE bargaining units. It provides a \$20,000 life insurance policy per employee and \$6,000 when an employee retires to members of the AFSCME Local 2706 bargaining unit, which as mentioned multiple times, also includes food service employees just as this unit does. It provides a \$15,000 policy per employee to those in paraprofessional bargaining unit and \$15,000 when a paraprofessional retires. It provides the BOE Nurses a \$45,000 policy per employee and it provides the Communication Workers and the Teachers each a \$50,000 policy per employee. Any argument that the BOE cannot afford the requested \$20,000 life insurance policy per member of this bargaining unit is refuted by what it provides all the others, which has been approved by MARB. (Union Brief Page 21)

Reacting to the Union's demand on this issue the BOE argued that "Once again, the Union has failed to present any cost data (or other evidence for that matter) to support its LBO. The Board Initially proposed no life insurance benefit as per the current contract but has since offered a life insurance benefit of \$10,000." (BOE Brief Page 48).

The request by the Union of a \$20,000.00 life insurance policy is not unreasonable or excessive in light of the Board's offer of a \$10,000.00 life insurance policy and the comparable data submitted to the Panel.

Therefore, after reviewing all of the information received by the arbitration panel, in light of the Statutory Criteria, the Last Best Offers of the Union for Issue No. 15 is accepted. The Union Appointed Panel Member agrees with the Neutral Arbitrator based upon the same Statutory Criteria, and the BOE Appointed Panel Member dissents on the selection of the Last Best Offers of the Union based upon the same Statutory Criteria.

ISSUES NOS 16A, B, C, D, E, F, G, H, I THROUGH J

WAGE ADJUSTMENT

The Union is proposing equity adjustments as follows:

a. Lead Cooks	15.22	to	18.89
b. Grandfather Cooks:	14.36	to	17.41
c. Production Worker/Cashier:	13.74	to	15.57

The Union asked that this adjustment be prior to a general wage increase and be retroactive to July 1, 2019. The Union is proposing a one (1%) per cent retroactive to 7/1/2019 and one (1%) per cent retroactive back to 7/1/2020 and two (2%) per cent from July 1, 2021. Further the Union is proposing a \$4,000 yearly stipend for the Lead cooks in addition to their general wage increase to commence Dec 1, 2020.

The Union asserted that the "BOE is offering no wage increase for the 2019-2020 year, so, it, of course, is not looking for any retroactivity. However due to the lack of benefits provided this bargaining unit over the years compared to what the other BOE bargaining units receive the BOE has saved money on this bargaining unit and can afford a wage increase, which should be retroactive to July 1,2019. For the reasons above , the Union's LBO for issue No. 16E should be awarded." (Union Brief Page 23).

The Union pointed out that the BOE argues that there should be no general wage increase for the 2019-20 contract year because the other bargaining units in West Haven and the BOE got the same GWI. The Union might agree that this argument carries some weight if the level of benefits for this bargaining Unit were anywhere close to what the other West Haven municipal and BOE bargaining units have receive over the years and right into their current collective bargaining agreements. However, the level

of benefits has been so grossly disparate between this bargaining unit and all of the others that the BOE should not have the audacity to now want their wage increases to be comparable. If the BOE makes the benefits comparable than it can claim the wage increases, or lack thereof, should be comparable. However, considering the amount of money the BOE has saved over the years in providing virtually no benefits to this bargaining unit, surely it can afford to give it a greater wage increase." (Union Brief Page 23)

The BOE is proposing:

1. A "0" wage increase beginning July 1, 2019
2. A "0" wage increase beginning July 1, 2020
3. A One (1%) per cent wage increase beginning July 1, 2021

The BOE summarized its position as follows: "Issues 16A through J consists of a multitude of subparts surrounding wages. By way of Issues 16 A, B, C, & D, the Union is seeking substantial equity adjustments for all three classifications in the Union, and wants them retroactive to July 1, 2019. Issues 16 E through 16I deal with general wage increases and retroactivity thereof. And in Issue 16J, the Union is seeking a stipend for the Cooks—on top of all the above. To summarize, the Board is proposing that the wage increase reflect a 0% general wage increase in 2019 and 2020 and a 1% general wage increase in 2021, and no equity adjustments or Cook stipend. The union's proposal reflects a general wage increase of 1% in both 2019 and 2020 followed by 2% increase in 2021, along with a substantial equity adjustment for all their positions which the general wage increases will be based on. Additionally, the Union seeks a \$4,000 stipend for the position of Lead Cook.

The starting point in any analysis of wages is to compare the bargaining unit to comparable groups. Nationally, the Union compares favorably to other food production workers and cooks.

The BOE pointed out that "...West Haven finds itself in a unique circumstance as it is currently under the supervision of MARB due to its severe fiscal situation. The Board discusses the implications and limitations that MARB has placed on the City, and the heavy oversight MARB has in terms of approving or rejecting collective bargaining agreements and awards.

See Section IV, A.2. supra. In Board Exhibit 8, Tab_16, the Board has provided tables summarizing the recent settlements which MARB has approved. The pattern of settlements is clear: 0% wage increase years 1 and 2 of the contract, with an increase of 1.0% in year 3. This pattern is in place for the school administrators, the AFSCME unit, and the CWA unit. MARB has flat funded the Board in its five-year plan and directed the Board to keep wages flat. It is unlikely that they will approve an award which accepts the Union's LBOs. Statutory factors and E as well as the priority factor of ability to pay supports the Board's LBOs on retroactivity and general wage increases (Issues 16E-16J)." (BOE Brief Page 50).

Finally, the BOE elucidated that "The Union also put forward a LBO for a general adjustment in wages. This adjustment, they claim would put them in line with what the cafeteria workers in the AFSCME unit who work at the high school and middle school are making. As the evidence shows, however, the employees in the AFSCME unit are not only working longer hours than the UPSEU unit, but they are actually cooking whereas

members of this Union generally are just reheating prepared food; and also serving significantly more meals per day. As can be seen, the high school averages around 1100 lunches per day, while Bailey Middle School averages 750 lunches per day. By contrast, the UPSEU, with the exception of Carrigan, is only averaging around 300 meals per day. Accordingly, any such attempted comparison is “apples and oranges” and should not be credited. Moreover, inasmuch as the Union has combined its LBO on Issues 16A-D in one LBO, its offer is defective and must be rejected for that reason alone.” (BOE Brief Page 51).


The Union’s Last Best Offer on this issue, proposes an equity adjustment of approximately 20% of the salary account before any general wage increase is considered. Thereafter, the Union proposes general wage increases of 1 % commencing retroactively from July 1, 2019, 1% commencing retroactively from July 1, 2020 and 2% commencing July 1, 2021

The evidence submitted to this panel clearly demonstrated that the City of West Haven is in severe financial difficulty. The City has been placed under the Municipal Accountability Review Board (MARB) since 2018. Its wealth ranking (AENGLC) in Connecticut is 160th. out of 169 towns. It suffers under a staggering OPEB liability!

Hence, after reviewing all of the information received by the arbitration panel, in light of the Statutory Criteria, the Last Best Offers of the BOE for Issues No. 16A, 16B, 16C, 16D, 16E, 16F, 16G, 16H, 16I and 16J are accepted. The BOE Appointed Panel Member agrees with the Neutral Arbitrator based upon the same Statutory Criteria, and

the Union Appointed Panel Member dissents on the selection of the Last Best Offers of the BOE based upon the same Statutory Criteria.


Respectfully submitted this 10 day of Nov, 2020:



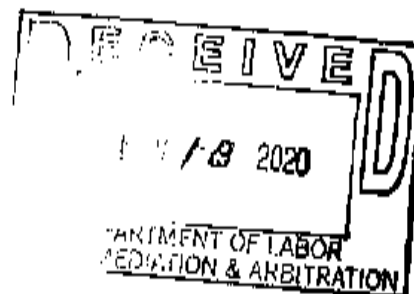
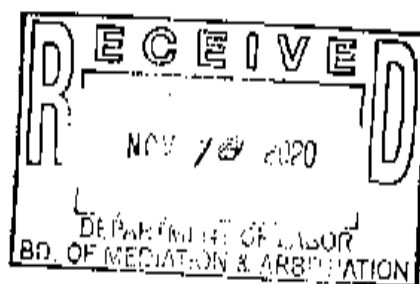
M. Jackson Webber, Esq.
Chair



John Romanow, Esq.
Management Member



Kristen Sweet, Esq.
Labor Member



ISSUE NO. 1

Floating Holidays
Article V, Section 5.0

Current Language:

All permanent employees shall be given the following paid holidays:

Thanksgiving Day	New Year's Day
Day After Thanksgiving Day	(Effective 2012)
Christmas Day	Good Friday
Veteran's Day	President's Day
Columbus Day (Effective 2013)	
Labor Day (Effective 2014)	

When a holiday falls on a Sunday the following Monday shall be observed as the holiday. When a holiday falls on a Saturday, the day shall be determined between the Board and the Union.

Effective July 1, 2010, employees shall also be entitled to one additional paid holiday, which shall be Memorial Day. Effective July 1, 2011, employees shall be entitled to Martin Luther King Day as well.

Union's Last Best Offer:

All permanent employees shall be given the following paid holidays:

Thanksgiving Day	New Year's Day
Day After Thanksgiving Day	(Effective 2012)
Christmas Day	Good Friday
Veteran's Day	President's Day
Columbus Day (Effective 2013)	Memorial Day
Labor Day (Effective 2014)	Martin Luther King Day

Plus 2 Floating Holidays to be determined by the Board and the Union.

When a holiday falls on a Sunday the following Monday shall be observed as the holiday. When a holiday falls on a Saturday, the day shall be determined between the Board and the Union.

ISSUE NO. 2A

Sick Leave - Annually
Article VI, Section 6.0

Current Language:

Employees shall be eligible for paid sick leave, in the event of a bona fide illness, of up to ten (10) days annually.

In the event of critical illness or severe injury to a member of the immediate family creating an emergency an employee shall be entitled to utilize not more than five (5) days of the above sick leave annually. Immediate family shall include husband, wife, father, mother, sister, brother, child, significant other, or any relative who is domiciled in the employee's household.

Union's Last Best Offer:

Employees shall be eligible for paid sick leave, in the event of a bona fide illness, of fifteen (15) days annually.

In the event of critical illness or severe injury to a member of the immediate family creating an emergency an employee shall be entitled to utilize not more than five (5) days of the above sick leave annually. Immediate family shall include husband, wife, father, mother, sister, brother, child, significant other, or any relative who is domiciled in the employee's household.

ISSUE NO. 2B

Sick Leave – Accumulation
Article VI, Section 6.0

Current Language:

A maximum of 60 unused sick days may be accumulated.

Union's Last Best Offer:

A maximum of one hundred and thirty (130) days may be accumulated.

ISSUE NO. 3

Attendance Bonus
Article VI, Section 6.0

Current Language:

There is no current language pertaining to an attendance bonus.

Union's Last Best Offer:

Attendance Bonus: In the event an employee does not utilize any of his/her sick leave and personal leave between September 1st and January 31st of any school year, and February 1st and June 30th of any school year, he/she shall receive an attendance bonus of one day paid leave for each five (5) month period.

ISSUE NO. 4

Sick Leave Payout
Article VI, Section 6.6

Current Language:

There is no current language pertaining to sick leave payout.

Union's Last Best Offer:

Upon retirement, resignation, or death, the Board shall pay each employee or his/her estate for twenty-five percent (25%) of unused accumulated sick leave in a lump sum check, within fifteen (15) days of the employee's last day of work.

ISSUE NO. 5

Workers' Compensation Top Off Article VI, Section 6.7

Current Language:

There is no current language pertaining to workers compensation top off – paying the difference between workers compensation benefits and normal regular weekly wage.

Union's Last Best Offer:

Workers Compensation. In the event of permanent and/or partial disability which occurs as a result of a work-related injury, the Board shall make up the difference in pay, and provide supplemental benefits to such employee so that the weekly compensation benefit and the Board supplemental payment is equivalent to the employees normal, regular weekly wage immediately prior to the time of the injury for a period of thirty (30) work days.

ISSUE NO. 6

Paid Leave for Union Conferences Article VII, Section 7.4

Current Language:

One Union representative and one grievant, regardless of the number of grievances, shall be allowed to appear at formal arbitration hearings without loss of pay.

Union's Last Best Offer:

One Union representative and one grievant, regardless of the number of grievances, shall be allowed to appear at formal arbitration hearings without loss of pay. Up to two (2) days of leave per year may be used by the Unit President/Designee without loss of pay to attend UPSEU Union conferences, conventions and/or workshops.

ISSUE NO. 7
Personal Days
Article VII, Section 7.5

Current Language:

One (1) day will be allowed for personal leave with reasonable notice to the Employer. Written request to the Employer shall normally be forty-eight (48) hours in advance, with the exception of emergencies.

Union's Last Best Offer:

Two (2) days will be allowed for personal leave with reasonable notice to the Employer. Written request to the Employer shall normally be forty-eight (48) hours in advance, with the exception of emergencies.

ISSUE NO. 8
Vacation
Article VII

Current Language:

There is no current language pertaining to vacation.

Union's Last Best Offer:

Section 7.6

Employees shall receive a vacation in accordance with the following schedule:

Service Completed	Vacation Earned
6 months	1 week
1 year	2 weeks
10 years	3 weeks
15 years	4 weeks
20 years	5 weeks

Upon request, employees, who have earned 5 weeks of vacation (due to twenty years of service or more), may substitute one week of vacation time with a week's wages for normal number of hours worked paid at regular time.

ISSUE NO. 9
Pension
Article VIII, Section 8.1

Current Language:

Employees shall be allowed to opt to participate in the Employer's defined contribution plan (457) and shall have their contribution matched by the Board up to \$350.

Union's Last Best Offer:

Employees shall be allowed to opt to participate in the Employer's defined contribution plan (457) and shall have their contribution matched by the Board up to \$350.

Effective upon signing, the Board shall establish an account for each bargaining unit member.

Effective and retroactive to July 1, 2019, the Board shall contribute five (5%) percent to each employee's retirement account.

Employees may contribute up to fifteen (15%) percent of earnings, which shall be paid through a tax deferred (Section 125) plan.

ISSUE NO. 10
Arbitral Forum
Article IX, Section 9.3 (Step 3)

Current Language:

Step 3 If the grievance is still unsettled, either party may, within fifteen (15) days after the reply of the appointing authority is due, by written notice to the other, request arbitration by the State Board. Said Board shall hear and act on such dispute in accordance with its rules and regulations. The decision of the State Board of Mediation and Arbitration shall be final and binding upon the parties, according to law. The arbitrator shall be empowered only to interpret this Agreement, and shall have no power to add to it or otherwise modify it in any manner.

Union's Last Best Offer:

Current language

ISSUE NO. 11
Management Rights - Subcontracting
Article XII, Section 12.1

Current Language:

No such language

Union's Last Best Offer:

No such language

ISSUE NOS. 12A through 12F
Miscellaneous – ServSafe Certification/Cooks
Article XV

Current Language:

- A. Cashiers shall not be required to have a Qualified Food Operator certificate.
- B. Any cashier that becomes a Cook shall have six (6) months to obtain a Qualified Food Operator certificate.
- C. The Board agrees to continue to pay the cost for:
 - (1) The first course for the Qualified Food Operator certificate; and
 - (2) Should they fail the first test, the Board will pay the \$25 re-test fee.
- D. The Board will provide employees with three (3) shirts per year.
- E. Head cooks shall be required to possess the ServSafe certification as a condition of employment. Other bargaining unit members are encouraged to obtain the certification.
- F. For the period ending June 30, 2019, the Employer agrees not to privatize bargaining unit work.

Union's Last Best Offer:

- A. Head cooks shall be required to possess the ServSafe certification as a condition of employment, which shall be renewed every five (5) years. The Board shall pay for all costs associated with such certification. Other bargaining unit members are encouraged

to obtain the certification. In the event other bargaining unit members choose to secure such certification, the Board agrees to pay for all costs associated with such certification. In the event that an employee does not have English as his/her predominant language, the Board agrees to provide a tutor to assist with preparation and the exam.

- B. Cashiers shall not be required to have a Qualified Food Operator certificate.
- C. Any cashier that becomes a Cook shall have six (6) months to obtain a Qualified Food Operator certificate.
- D. The Board agrees to continue to pay the cost for:
 - (1) The first course for the Qualified Food Operator certificate; and
 - (2) Should they fail the first test, the Board will pay the \$25 re-test fee.
- E. The Board will provide employees with three (3) shirts per year. In addition, the Board will provide one-hundred dollars (\$100) for the purchase of skid resistant shoes. Such payment shall be made in the first payroll period in September.

ISSUE NO. 13A
Medical Insurance – Plan
Article XVI

Current Language:

No such language

Union's Last Best Offer:

A. Health Insurance Plan

- A high deductible health plan (HDHP) with a deductible of \$2,000/\$4,000; prescription copayments after the deductible has been met; Out of network coinsurance of 20%; out of pocket maximums of \$4,000/\$6,850. The Board will fund 50% of the deductible (fully upon issuance of the award in Case No. 2020-MBA-189 during the first year, then half in July and half in January of each year thereafter.) HRA with same deductible, cost share contributions, coinsurance, out of pocket maximums and BOE funding and prescription costs as the HSA, established for those not eligible for an HSA
- Managed pharmacy network, with the following co-payments after the deductible is met: \$5/\$20/\$35 (30 day), \$10/\$40/\$70 (90 day mail order)
- Blue Cross Full Service dental plan, dependant child rider, Riders A, B, C and D paid in full by the Board
- Blue Cross Vision Care Endorsement 98

- The Board shall provide an IRC Section 125 plan for employee contribution.

ISSUE NO. 13B
Medical Insurance – Cost Share Contribution
Article XVI

Current Language:

No such language

Union's Last Best Offer:

- B. Cost Share Contributions – Employees participating in the insurance plan offered by the employer shall contribute 15% of the premium cost of the insurance plan. The Employer shall pay the remaining 85% of the premium cost of the insurance plan.

ISSUE NO. 14
Medical Insurance – Waiver
Article XVI

Current Language:

No such language

Union's Last Best Offer:

- C. Employees may elect to waive, in writing, health coverage provided by the Board and in, thereof shall receive an annual cash payment of two thousand (\$2,000) dollars. Payment to those employees waiving such coverage shall be made in two payments during the months of December and June. Any employee may elect to resume Board provided insurance coverage upon written notice to the Board in the event of a qualifying event, i.e. loss of insurance benefits to an employee through death, unemployment or divorce. Upon receipt of such notice, insurance coverage shall be reinstated as soon as possible and the employee will be required to reimburse the Board for any waiver payment already made on a prorated basis.

ISSUE NO. 15
Life Insurance
Article XVI

Current Language:

No such language

Union's Last Best Offer:

D. Group Life Insurance - \$20,000 per employee.

Issue Nos. 16A through 16D
Wage Adjustments
Appendix A

Current Language:

Lead Cook	\$15.22
Grandfathered Cooks	\$14.36
Production Worker/Cashier	\$13.74

Union's Last Best Offer:

Effective and retroactive to July 1, 2019 and prior to any general wage increase (GWI) being applied, the wage rates for each classification shall be adjusted to reflect the following pay rates:

Lead Cook	\$18.89
Cooks	\$17.41
Production Workers/Cashiers	\$15.57

Issue No. 16E
Wages: 2019-20 Retroactivity
Appendix A

Current Language:

No such language for 2019-20 retroactivity

Union's Last Best Offer:

Effective and retroactive to July 1, 2019:

Issue No. 16F
Wages: 2019-20 GWI
Appendix A

Current Language:

No such language for a 2019-20 GWI

Union's Last Best Offer:

A 1.0% general wage increase be applied to each classification's wage rate

Issue No. 16G
Wages: 2020-21 Retroactivity
Appendix A

Current Language:

No such language for 2020-21 retroactivity

Union's Last Best Offer:

Effective and retroactive to July 1, 2020:

Issue No. 16H
Wages: 2020-21 GWI
Appendix A

Current Language:

No such language for a 2020-21 GWI

Union's Last Best Offer:

A 1.0% general wage increase be applied to each classification's wage rate

Issue No. 16I
Wages: 2021-22 GWI
Appendix A

Current Language:

No such language for a 2021-22 GWI

Union's Last Best Offer:

A 2.0% general wage increase be applied to each classification's wage rate

Issue No. 16J
Cooks Stipend
Appendix A

Current Language:

No such language

Union's Last Best Offer:

Effective December 1, 2020, and on each December 1 thereafter, Lead Cooks shall receive an annual \$4,000 stipend in addition to their regular wages.

**ISSUE NO. 1
ARTICLE V, SECTION 5.0
ADD TWO FLOATING HOLIDAYS**

The Board's Last Best Offer as to Issue No. 1 is as follows:

NO SUCH LANGUAGE

ISSUE NO. 2A
ARTICLE VI, SECTION 6.0
SICK LEAVE ANNUALLY

The Board's Last Best Offer as to Issue No. 2A is as follows:

"ten (10)"

ISSUE NO. 2B
ARTICLE VI, SECTION 6.0
SICK LEAVE – ACCUMULATION

The Board's Last Best Offer as to Issue No. 2B is as follows:

“90”

ISSUE NO. 3
ARTICLE VI, SECTION 6.0
ATTENDANCE BONUS

The Board's Last Best Offer as to Issue No. 3 is as follows:

NO SUCH LANGUAGE

ISSUE NO. 4
ARTICLE VI, SECTION 6.6 [NEW]
SICK LEAVE PAYOUT

The Board's Last Best Offer as to Issue No. 4 is as follows:

NO SUCH LANGUAGE

**ISSUE NO. 5
ARTICLE VI, SECTION 6.7 [NEW]
WORKERS COMP TOP OFF**

The Board's Last Best Offer as to Issue No. 5 is as follows:

NO SUCH LANGUAGE

ISSUE NO. 6
ARTICLE VII, SECTION 7.4
PAID LEAVE FOR UNION CONFERENCES

The Board's Last Best Offer as to Issue No. 6 is as follows:

NO SUCH LANGUAGE

ISSUE NO. 7
ARTICLE VII, SECTION 7.5
PERSONAL DAYS

The Board's Last Best Offer as to Issue No. 7 is as follows:

"One (1)"

ISSUE NO. 8
ARTICLE VII, [NEW]
VACATION

The Board's Last Best Offer as to Issue No. 8 is as follows:

NO SUCH LANGUAGE

ISSUE NO. 9
ARTICLE VIII, SECTION 8.1
PENSION

The Board's Last Best Offer as to Issue No. 9 is as follows:

"Effective 2020-21, the Board shall match the employee contribution up to \$500 per year; effective 2021-22 the Board shall match the employee contribution up to \$700 per year."

ISSUE NO. 10
ARTICLE IX, SECTION 9.3 (STEP 3)
ARBITRAL FORUM

The Board's Last Best Offer as to Issue No. 10 is as follows:

Step 3. If the grievance is still unsettled, either party may, within fifteen (15) days after the reply of the appointing authority is due, by written notice to the other, request arbitration by the American Arbitration Association. American Arbitration Association shall hear and act on such dispute in accordance with its rules and regulations. The decision of the American Arbitration Association shall be final and binding upon the parties, according to law. The arbitrator shall be empowered only to interpret this Agreement, and shall have no power to add to it or otherwise modify it in any manner.

ISSUE NO. 11
ARTICLE XII, SECTION 12.1
MANAGEMENT RIGHTS – SUBCONTRACTING

The Board's Last Best Offer as to Issue No. 11 is as follows:

“To subcontract or privatize the performance of bargaining unit work provided a condition of such is that substantially all of the members of the bargaining unit shall be offered employment at not less than their then current wage.”

ISSUE NO. 12A
ARTICLE XV, A.
MISCELLANEOUS SERVSAFE CERTIFICATION/COOKS

The Board's Last Best Offer as to Issue No. 12A is as follows:

"All"

ISSUE NO. 12B
ARTICLE XV, A.
MISCELLANEOUS – PAY FOR SERVSAFE CERTIFICATION

The Board's Last Best Offer as to Issue No. 12B is as follows:

"NO SUCH LANGUAGE"

ISSUE NO. 12C
ARTICLE XV, B.
MISCELLANEOUS SERVSAFE CERTIFICATION
PRODUCTION WORKERS/CASHIERS

The Board's Last Best Offer as to Issue No. 12C is as follows:

"Production Workers/Cashiers shall not be required to have a SERVSAFE certification."

ISSUE NO. 12D
ARTICLE XV, D.
MISCELLANEOUS COURSE PAYMENT

The Board's Last Best Offer as to Issue No. 12D is as follows:

“SERVSAFE Certification”

ISSUE NO. 12E
ARTICLE XV, D.
MISCELLANEOUS -- COURSE PAYMENT

The Board's Last Best Offer as to Issue No. 12E is as follows:

- (1) The first course for the SERVSAFE certification; and
- (2) Should they fail the first test, the Board will pay for a second re-test fee."

ISSUE NO. 12F
ARTICLE XV, E.
MISCELLANEOUS CLOTHING ALLOWANCE

The Board's Last Best Offer as to Issue No. 12F is as follows:

NO SUCH LANGUAGE

ISSUE NO. 13A
ARTICLE XVI, [NEW]
MEDICAL INSURANCE - PLAN

The Board's Last Best Offer as to Issue No. 13A is as follows:

“Effective upon issuance of the award in Case No. 2020-MBA-189, bargaining unit members regularly scheduled to work 30 hours or more shall be eligible for the following insurance coverage:

A. Plan – A high deductible health plan (HDHP) with an Individual deductible of \$5,000, and Two Person and Family deductibles of \$10,000; 100% In-Network coinsurance, 80% for Out-of-Network, and annual Out-of-Pocket Maximum of \$6,900 (Individual) \$13,800 (Two Person and Family); and post-deductible prescription co-payments of \$10/\$20/\$40 (2x for mail order).

The plan shall meet at least the minimum requirements under the Affordable Care Act.”

ISSUE NO. 13B
ARTICLE XVI, [NEW]
MEDICAL INSURANCE - COST SHARE CONTRIBUTION

The Board's Last Best Offer as to Issue No. 13B is as follows:

"B. Cost Share Contributions - Employee shall contribute 9.8% of the cost of individual coverage, and 50% of the incremental cost difference between the single coverage and the level (Two Person/Family) selected."

ISSUE NO. 14
ARTICLE XVI, [NEW]
MEDICAL INSURANCE - WAIVER

The Board's Last Best Offer as to Issue No. 14 is as follows:

NO SUCH LANGUAGE

ISSUE NO. 15
ARTICLE XVI, [NEW]
LIFE INSURANCE

The Board's Last Best Offer as to Issue No. 15 is as follows:

"Group Life Insurance Coverage – The Board shall provide each bargaining unit member \$10,000 in life insurance coverage."

ISSUE NO. 16A
APPENDIX A
WAGES: RETROACTIVITY ADJUSTMENTS

The Board's Last Best Offer as to Issue No. 16A is as follows:

NO SUCH LANGUAGE

ISSUE NO. 16B
APPENDIX A
WAGES: LEAD COOK ADJUSTMENT

The Board's Last Best Offer as to Issue No. 16B is as follows:

NO SUCH LANGUAGE

ISSUE NO. 16C
APPENDIX A
WAGES: COOKS ADJUSTMENT

The Board's Last Best Offer as to Issue No. 16C is as follows:

NO SUCH LANGUAGE

ISSUE NO. 16D
APPENDIX A
WAGES: PRODUCTION WORKER/CASHIER ADJUSTMENT

The Board's Last Best Offer as to Issue No. 16D is as follows:

NO SUCH LANGUAGE

ISSUE NO. 16E
APPENDIX A
WAGES: 2019-20 RETROACTIVITY

The Board's Last Best Offer as to Issue No. 16E is as follows:

NO SUCH LANGUAGE

ISSUE NO. 16F
APPENDIX A
WAGES: 2019-20 (3WI)

The Board's Last Best Offer as to Issue No. 16F is as follows:

"The wage schedule in effect for 2018-19, shall remain in effect for 2019-20 (0% increase)"

ISSUE NO. 16G
APPENDIX A
WAGES: 2020-21 RETROACTIVITY

The Board's Last Best Offer as to Issue No. 16G is as follows:

NO SUCH LANGUAGE

ISSUE NO. 16H
APPENDIX A
WAGES: 2020-21 GWI

The Board's Last Best Offer as to Issue No. 16H is as follows:

"The wages in effect for 2019-20 shall remain in effect for 2020-21 (0% increase)"

ISSUE NO. 16I
APPENDIX A
WAGES: 2021-22 GWI

The Board's Last Best Offer as to Issue No. 16I is as follows:

"The wages in effect for 2020-21 shall be increased by 1% for 2021-22."

ISSUE NO. 16J
APPENDIX A
WAGES: COOKS STIPEND

The Board's Last Best Offer as to Issue No. 16J is as follows:

NO SUCH LANGUAGE

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

To Whom it May Concern:

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

BUILDING:

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

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

PROPOSED USE:

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

TAXES/FEES:

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

DEVELOPMENT HISTORY:

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

The City next considered three development proposals.

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

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

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

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

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

PURCHASE AND SALE AGREEMENT
William T. Blake Building

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

Background and Purpose

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

Therefore, the parties agree as follows:

1. Definitions.

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

2. Purchase of the Property.

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

3. Purchase Price; Deposit; Prorations.

3.1 Purchase Price.

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

3.2 Deposit.

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

3.2.2 No interest will accrue on the Deposit.

3.3 Prorations.

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

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

4.1 Closing Date.

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

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

4.2 Seller's Closing Deliverables.

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

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

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

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

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

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

4.3 Purchaser's Closing Deliverables.

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

4.3.1 Closing Statement, executed by Purchaser.

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

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

4.4 Costs and Expenses.

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

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

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

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

5.1 Due Diligence Period

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

5.2 Due Diligence; Inspections.

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

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

5.3 Masterplan Development Approvals.

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

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

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

5.4 Seller's Grant of Access.

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

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

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

5.5 Seller's Cooperation.

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

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

5.6 Rejection of Property; Termination.

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

5.7 Extension of Due Diligence Period.

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

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

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

5.8 Liquidated Damages.

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

5.9 Seller's Due Diligence Obligations.

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

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

6. Title; Survey.

6.1 Title.

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

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

6.2 Survey.

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

7. Seller's Representations.

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

7.1 Title to Property.

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

7.2 Authority and Organization.

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

7.3 Enforceability.

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

7.4 Compliance with Laws.

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

7.5 Continued Compliance with Laws.

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

7.6 Property Rights.

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

7.7 Litigation.

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

7.8 Eminent Domain.

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

7.9 Environmental.

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

8. Purchaser's Representations.

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

8.1 Authority and Organization.

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

8.2 Enforceability.

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

9. Seller's Obligations.

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

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

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

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

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

10. Indemnification.

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

11. Remedies.

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

12. Condemnation.

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

13. Assignment.

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

14. Notices.

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

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

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

15. Confidentiality.

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

16. Entire Agreement.

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

17. Amendment; Waiver.

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

18. Governing Law.

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

19. Severability.

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

20. Captions and Headings.

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

21. Interpretation; No Presumption.

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

22. Date of Performance.

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

23. Apportionments.

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

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

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

24. Brokers.

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

25. Operations Pending Closing.

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

26. Counterparts.

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

27. Effectiveness; Effective Date.

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

[Signatures on the Next Page]

PURCHASE AND SALE AGREEMENT
William T. Blake Building
Signature Page

SELLER:
CITY OF WEST HAVEN

Nancy R. Rossi

By: Nancy R. Rossi

Title: Mayor

Date: 4/8/2022

PURCHASER:
SHORELINE WELLNESS CENTER LLC

Cara Powers

By: Cara Powers

Title: Co-Founder

Date: 4-8-2022

Address for giving notices:

Corporation Counsel

City of West Haven

355 Main Street

West Haven, CT 06516

Address for giving notices:

Shoreline Wellness Center LLC

415 Main Street,

West Haven, CT 06516

WEST HAVEN INTERNAL APPROVALS:

APPROVED AS TO FORM

Lee Tiernan

By: Lee Tiernan

Title: Corporation Counsel

Date: 4/8/2022

EXHIBIT A
Definitions

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

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

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

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

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

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

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

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

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

EXHIBIT B
Property Description

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

EXHIBIT C
Masterplan Development

[attached]

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

CASHIER'S CHECK

6596702146

0065967 11-24
Office AU # 1210(8)

Remitter: CARA POWERS
Operator I.D.: ct001719

April 8, 2022


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

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

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

Payee Address:
Memo:

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


VOID IF OVER US \$ 52,500.00
Authorized Signature

Security Features Included. Details on Back.

⑈6596702146⑈ ⑆121000248⑆ 4861 513166⑈

0254780863

FEDERAL RESERVE NOTE

AT THE FEDERAL RESERVE BANK OF [CITY]

[Faded text area containing the main body of the document, likely a check or receipt, with illegible characters and numbers.]

MP

THIS CHECK IS PAYABLE TO THE ORDER OF THE FEDERAL RESERVE BANK OF [CITY]

Amount: \$ [illegible]
Payable to: [illegible]
Date: [illegible]
Signature: [illegible]

Exhibit C

Shoreline Wellness Center, LLC

Proposed Purchase and Redevelopment

of William T. Blake Building

January 10, 2022

Blake Building Purchasing Proposal

Center Identification and Description

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

Purpose, Mission, Philosophy

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

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

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

Proposed Description of Tasks and Improvements

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

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

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

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

Proposed Timeline

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

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

Ability and Understanding to Address the City's Plan

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

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

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

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

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

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

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

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

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

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

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

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

Description of the Ownership Structures

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

Description of Similar Development Projects

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

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

Proposed Financing

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

Financial Capability

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

Development Experience

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

Proposed Compensation

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

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

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

Best Regards,



Dr. Cara Powers
Founder & Director



Robert Powers
Co-Founder & CEO

Blue Ribbon Appraisals, LLC

**APPRAISAL OF THE PROPERTY
LOCATED AT**

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

APPRAISAL REPORT

EFFECTIVE DATE OF APPRAISAL:

DECEMBER 16, 2023

APPRAISED FOR:

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

Blue Ribbon Appraisals, LLC

•Residential

•Industrial

•Commercial

January 06, 2023

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

Re: 66 Tetlow St., West Haven, CT

Dear Sirs:

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

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

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

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

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

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

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

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

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

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

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

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

ONE HUNDRED FOURTEEN THOUSAND DOLLARS

\$ 114,000

Respectfully submitted,



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

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SUMMARY OF SALIENT FACTS

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

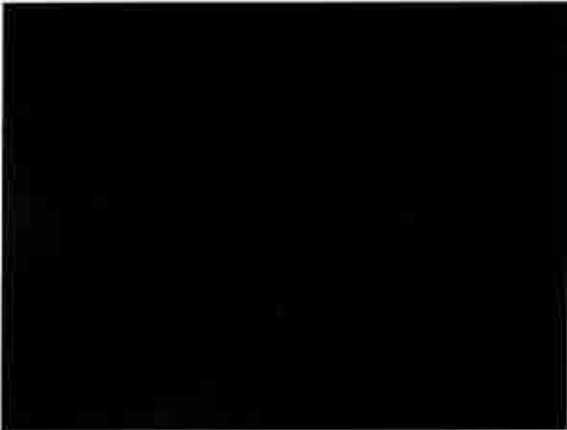
SUBJECT EXTERIOR PROPERTY PHOTOS



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



SUBJECT PROPERTY INTERIOR PHOTOS









Ceiling damage from roof leak

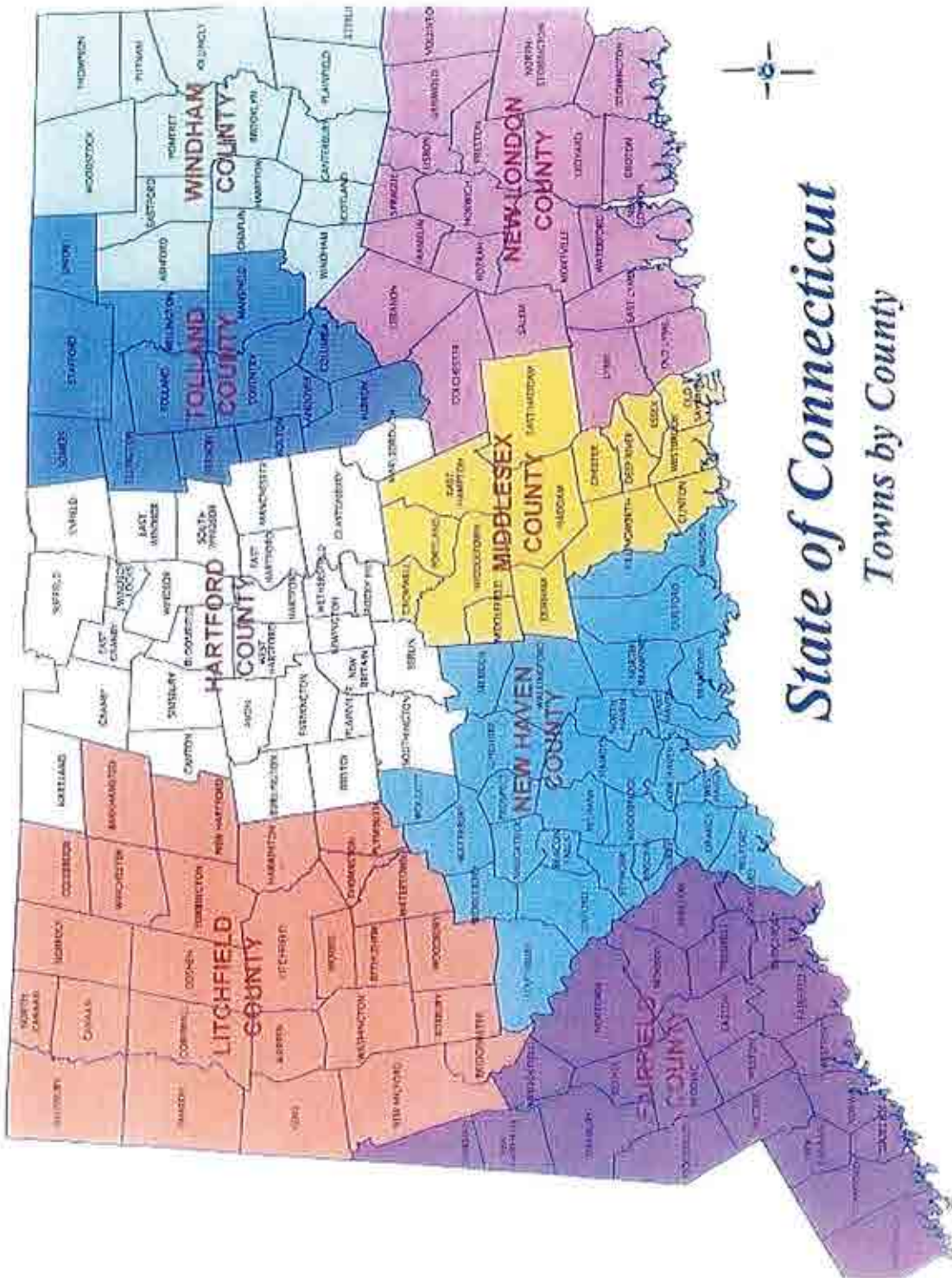








MAP OF CONNECTICUT



State of Connecticut Towns by County

CERTIFICATION OF APPRAISER

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CERTIFICATION OF APPRAISER - CONTINUED

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

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

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

ONE HUNDRED FOURTEEN THOUSAND DOLLARS

\$ 114,000



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

HISTORY OF THE SUBJECT PROPERTY

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

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

PROPERTY RIGHTS APPRAISED

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

EFFECTIVE DATE OF APPRAISAL / EXPOSURE TIME

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

PURPOSE AND FUNCTION OF THE APPRAISAL

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

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

SCOPE OF THE APPRAISAL

The scope of this appraisal consists of the following:

an appraisal made in conformance with USPAP.

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

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

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

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

DEFINITIONS

Definition of Market Value¹

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

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

HYPOTHETICAL CONDITION AND EXTRAORDINARY ASSUMPTION

A hypothetical condition is defined as:

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

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

An extraordinary assumption is defined as:

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

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

FEE SIMPLE ESTATE OF INTEREST

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

MOST PROBABLE SELLING PRICE

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

MARKETING TIME

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

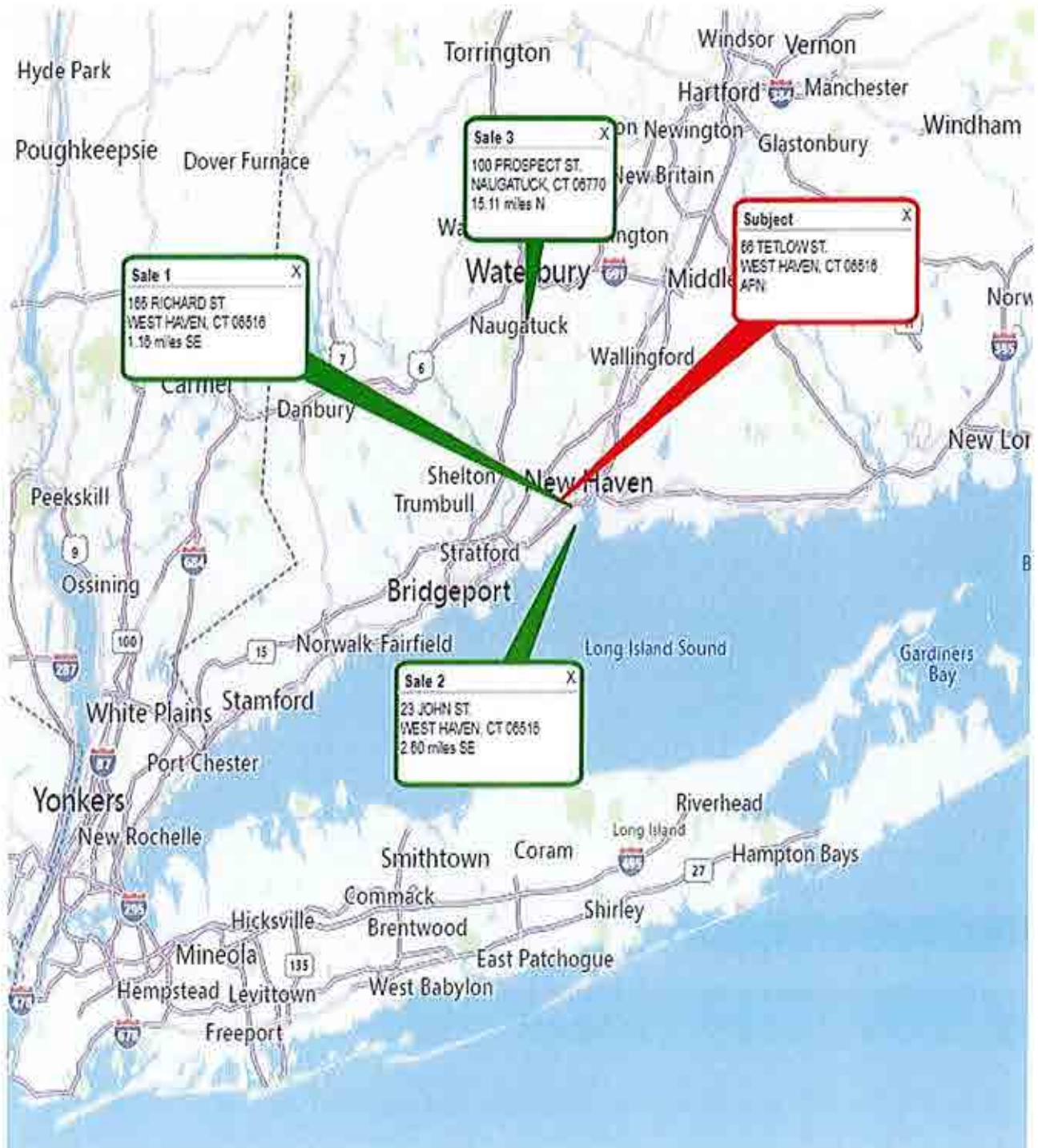
EXPOSURE TIME*

The estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective estimate based on an analysis of past events assuming a competitive and open market. Exposure time is always presumed to occur prior to the effective date of the appraisal. Exposure time was estimated at 2-3 years.

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

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

SITE LOCATION MAP



ASSESSMENT AND TAXES

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

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

ZONING

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

Bulk Requirements:

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

See addendum for details

COMMUNITY AND NEIGHBORHOOD DATA

Community data

2021 Town Profile

1 / 2

Current Population

West Haven, Connecticut

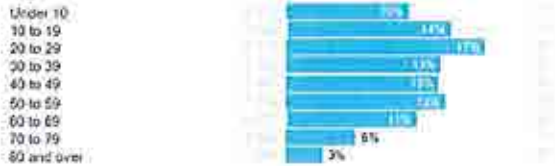
54,763

General

Category	West Haven	State
Land Area	11	5,780
Population Density	5,094	129
Number of Households	19,886	1,790,712
Median Age	36.6	38.4
Median Household Income	\$62,985	\$75,414
Poverty Rate	12%	10%

Demographics

Age Distribution



Race and Ethnicity



Language Spoken at Home



Educational Attainment



Economy

Top Industries

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

SOTS Business Registrations

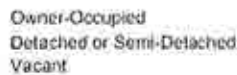
Year	Total Active Businesses	New Business Registrations
2017	4,875	175
2018		246
2019		277
2020		206
2021		288

Key Employers

- VA Medical Center-West Haven
- Watson Inc
- University Of New Haven
- Yale University
- Elm City Livery

Housing

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



Schools

School Districts

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

Smarter Balanced Assessments

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

West Haven, Connecticut

54,763

Labor Force

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

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



Access

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

Commute Mode

Public Transport		
Walking or Cycling		
Driving		
Working From Home		

Public Transit

CTransit Service	
Other Public Bus Operations	
Train Service	

Fiscal Indicators

Municipal Revenue

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

Municipal Expenditure

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

Grand List

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

Actual Mill Rate	35.26
Equalized Mill Rate	24.11

Municipal Debt

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

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

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

About Town Profiles

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

Feedback is welcome, and should be directed to info@ctdata.org

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

Neighborhood Data

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

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

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

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

SITE DATA

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

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

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

SITE (PLAT) MAP



DESCRIPTION OF THE IMPROVEMENTS

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

DESCRIPTION OF THE IMPROVEMENTS CONTINUED

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

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

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

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

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

BUILDING SKETCH



HIGHEST AND BEST USE

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

Highest & Best Use is defined as follows:

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

Source: The Dictionary of Real Estate Appraisal

The Second Edition, 1989

American Institute of Real Estate Appraisers

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

HIGHEST & BEST USE - AS VACANT

LEGALLY PERMISSIBLE

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

PHYSICALLY POSSIBLE

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

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

FINANCIALLY FEASIBLE

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

MAXIMUM PROFITABILITY

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

HIGHEST & BEST USE "AS VACANT" CONCLUSION

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

HIGHEST & BEST USE AS IMPROVED CONCLUSION

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

HIGHEST AND BEST USE

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

² Appraisal Institute: The Appraisal of Real Estate, 13th Edition, 2008, page 277

APPROACHES TO VALUE DEFINITIONS

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

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

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

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

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

SALES COMPARISON APPROACH TO VALUE

Methodology

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

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

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

Analysis and Conclusions

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

Comment on cost approach:

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

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



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

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

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



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

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

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



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

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

SALES COMPARISON GRID

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

SALES ADJUSTMENTS

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

CONDITION LEGEND

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

EXPLANATION OF ADJUSTMENTS

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

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

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

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

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

SALES COMPARISON APPROACH CONCLUSION/VALUE

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

Therefore:

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

ESTIMATED VALUE VIA THE SALES COMPARISON APPROACH =

ONE HUNDRED FOURTEEN THOUSAND DOLLARS

\$ 114,000

CORRELATION AND FINAL VALUE CONCLUSION

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

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

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

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

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

ONE HUNDRED FOURTEEN THOUSAND DOLLARS

\$ 114,000



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

CONTINGENT AND LIMITING CONDITIONS

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

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

CONTINGENT AND LIMITED CONDITIONS - CONTINUED

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

CONTINGENT AND LIMITING CONDITIONS - CONTINUED

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

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

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

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

CRITICAL ASSUMPTIONS AND LIMITING CONDITIONS

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

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

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

ADDENDUM

LEGAL DESCRIPTION PAGE ONE

Not Available

FIELD CARD SIDE 1

Property Location		Account #		Map U		Blq #		Orig Name																																				
15077		00341701		38 1st /		1		Sec # 1 of 1																																				
CONSTRUCTION DETAIL		CONSTRUCTION DETAIL		CONSTRUCTION DETAIL		CONSTRUCTION DETAIL		Cvg # 1 of 1																																				
Vision ID		Description		Element		Passion		Print Date																																				
15077		CONSTRUCTION DETAIL		500		Office		12/15/2022 11:44:36																																				
Model	64	Control		Code	5033	PUB SCHOOL MDL-34	Percentage	100																																				
Stories	2	Average		COST/MATERIAL VALUATION																																								
Occupancy	1.00	Brick/Masonry		PCN																																								
Exterior Wall 1	20	Minimum		Year Built	1976	Effective Year Built	1976																																					
Exterior Wall 2	01	Steel		Depreciation Code	A	Depreciation Code	1954																																					
Roof Structure	04	T&G/Rubber		Remodel Rating	D	Year Remodeled																																						
Roof Cover	04	Asphalt/Flt		Depreciation %	0	Functional Obso																																						
Interior Wall 1	05	Drywall/Plst		External Obso	0	Trend Factor	1																																					
Interior Wall 2	04	Claypt		Condition	0	Condition %																																						
Staircase	14	Wry/Wspn/Flt		Percent Good		RC/NLD	64																																					
Staircase Floor 1	03	Gal.		Dep % Ovr		Dep Ovr Comment	1.0+0.300																																					
Staircase Floor 2	03	Gal.		Misc Imp Ovr		Misc Imp Ovr Comment																																						
Heating Fuel	05	Hot Water		Cost to Own Ovr		Cost to Own Ovr Comment																																						
Heating Type	03	Central		HEATING PKGS																																								
A/C Type	03	PUB SCHOOL MDL-34		MASONRY																																								
Engg Use	9033			AVERAGE																																								
Total Rooms	00			CEIL & WALLS																																								
Total Bedrooms	0			AVERAGE																																								
Total Baths	0			FRAME TYPE																																								
Total Units	0			Brick/Finishing																																								
Frame Type	03			CastingWall																																								
Brick/Finishing	02			RecessedFns																																								
CastingWall	04			Wall Height																																								
RecessedFns	02			% Conn Wall																																								
Wall Height	10.00			1st Floor Use																																								
% Conn Wall	0.00			Code																																								
1st Floor Use	9033			Description																																								
Code	9033			Unit Price																																								
Description	CONSTRUCTION DETAIL			Yield																																								
Unit Price	26.928			Yield																																								
Yield	26.928			Grade Adj																																								
Grade Adj				Appt Value																																								
Appt Value	1,578,546																																											
<table border="1"> <thead> <tr> <th>Code</th> <th>Description</th> <th>Living Area</th> <th>Room Area</th> <th>Est Area</th> <th>Unit Cost</th> <th>Undering Value</th> </tr> </thead> <tbody> <tr> <td>BAS</td> <td>First Floor</td> <td>8,976</td> <td>8,976</td> <td>8,976</td> <td>58.97</td> <td>619,033</td> </tr> <tr> <td>BIM</td> <td>Basement, Finished</td> <td>8,976</td> <td>8,976</td> <td>8,976</td> <td>41.39</td> <td>371,467</td> </tr> <tr> <td>FUS</td> <td>Upper Story, Finished</td> <td>8,976</td> <td>8,976</td> <td>8,976</td> <td>65.52</td> <td>588,067</td> </tr> <tr> <td colspan="2">Total Gross W/L Cover Area</td> <td>26,928</td> <td>26,928</td> <td></td> <td></td> <td>1,578,567</td> </tr> </tbody> </table>										Code	Description	Living Area	Room Area	Est Area	Unit Cost	Undering Value	BAS	First Floor	8,976	8,976	8,976	58.97	619,033	BIM	Basement, Finished	8,976	8,976	8,976	41.39	371,467	FUS	Upper Story, Finished	8,976	8,976	8,976	65.52	588,067	Total Gross W/L Cover Area		26,928	26,928			1,578,567
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Total Gross W/L Cover Area		26,928	26,928			1,578,567																																						

FIELD CARD SIDE 2

PROPERTY ADDRESS: 66 TITLOW ST, WEST HAVEN, CT 06518
 Account # 00041701 Map ID: 0671011 Bldg # 1
 Vision ID 15077
 CARD # 1 of 1
 STATE USE SALE: Print Date 12-15-2022 11:41:55

CURRENT OWNER: SCHOOL BLAKE ADMIN BLDG
ADDRESS: WEST HAVEN CT 06518
APPROXIMATE SALES DATE: 03/30/2020
ASSOCIATED P/M: Assoc P/M

EXEMPTIONS: SCHOOL BLAKE ADMIN BLDG
EXEMPTION CODE: 010
EXEMPTION DESCRIPTION: SCHOOL BLAKE ADMIN BLDG

APPROPRIATE SALE DATE: 03/30/2020
SALE PRICE: 0

PREVIOUS ASSESSMENTS HISTORY:

Year	Code	Assessed	Year	Code	Assessed	Year	Code	Assessed
2021	21	144,620	2020	21	144,620	2020	21	144,620
2021	22	707,210	2020	22	707,210	2020	22	707,210
Total		851,830	Total		851,830	Total		851,830

APPROXIMATE ASSESSMENTS:

Year	Code	Assessed	Year	Code	Assessed
2021	21	144,620	2020	21	144,620
2021	22	707,210	2020	22	707,210
Total		851,830	Total		851,830

APPROXIMATE VALUE SUMMARY:

Appraised Bldg. Value (Dnd)	1,010,300
Appraised X(1/3) Value (Bldg)	0
Appraised Oe (1/3) Value (Bldg)	0
Appraised Land Value (Bldg)	206,800
Special Land Value	0
Total Appraised Parcel Value	1,216,900
Valuation Method	C

BUILDING PERMIT RECORD:

Permit ID	Issue Date	Type	Description	Amount	Iss Date	% Comp	Done Comp	Comments

LAND VALUE VALUATION SECTION:

Use Code	Description	Zone	Land Type	Land Units	Unit Price	L Factor	Sh Index	Cond.	Rate	Rate Adj	Notes	Location & Question	Adj Unit Price	Land Value
9003	PUB SCHOOL	R2		1,330	150,000.00	1.00000	C	1.00	0.500	0.500			0	206,800

DATE CHANGE HISTORY:

Date	By	Type	By	By	By	By	By
03-02-2010	NS		00	00	00	00	00
05-25-2000	NS		00	00	00	00	00

TOTAL ASSESSED PARCEL VALUE: 1,216,900
TOTAL LAND VALUE: 206,800

PROPERTY CARD



City of West Haven, CT

Property Listing Report

Map Block Lot

058-0010-0-0000

Building # 1

Section # 1

Account

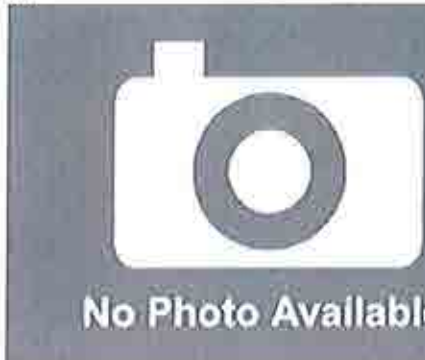
00041701

Property Information

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


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

Photo



No Photo Available

Sketch



Primary Construction Details

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

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

(**Industrial / Commercial Details)

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

Report Created On: 1/19/2023



City of West Haven, CT

Property Listing Report

Map Block Lot

058-0010-0-0000

Building # 1

Section # 1

Account

00041701

Valuation Summary <small>(Assessed value = 70% of Appraised Value)</small>			Sub Areas		
Item	Appraised	Assessed	Subarea Type	Gross Area (sq ft)	Living Area (sq ft)
Buildings	1010300	707210	First Floor	8976	8976
Extras	0	0	Basement, Finished	8976	8976
Improvements			Upper Story, Finished	8976	8976
Outbuildings	0	0			
Land	206600	144620			
Total	1216900	851830			

Outbuilding and Extra Features

Type	Description			
Total Area :			26928	26928

Sales History

Owner of Record	Book / Page	Sale Date	Sale Price
SCHOOL-BLAKE ADMIN BLDG	0/0		0

Fw: Blake Building Environmental Study Reports

1 message

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

Thu, Jan 5, 2023 at 10:32 AM

This is Blake building

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

Doug Colter, C.F.M.

Grants Coordinator
Flood Plain Manager



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



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

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

Doug Colter, C.F.M.

Grants Coordinator
Flood Plain Manager




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



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

2 attachments

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

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

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



EAGLE
Environmental, Inc.

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

May 3, 2022

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

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


Dear Mr. Davis:

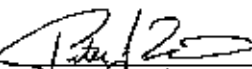
Please find the report for the hazardous building materials inspection conducted at the former Blake School located at 66 Tellow Street in West Haven, Connecticut (the "Site"). The scope of services included an asbestos-containing materials inspection, a lead-based paint screen, lead waste characterization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

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

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

Sincerely,
Eagle Environmental, Inc.


Report Prepared By:
Chris Liberti
Vice President of Operations


Report Reviewed By:
Peter J. Fohno
Principal

2:\2021\05\03\2021 Report West Haven, City of Blake School\20210503 Tellow & - Pre-Renovation Hazardous Building Materials Inspection Report.doc

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

APPENDIX II
ABATEMENT AND CONSULTING COST ESTIMATES

HAZARDOUS MATERIALS ABATEMENT & CONSULTING COST ESTIMATES
66 TETLOW STREET
WEST HAVEN, CONNECTICUT

ASBESTOS ABATEMENT COST ESTIMATE				
MATERIALS	QUANTITY	UNIT COST		TOTAL COST
FLOOR TILE AND MASTIC*	1,800	\$ 7.00	SP	\$ 12,600.00
FLOOR TILE WITH PCB CARPET GLUE*	12,160	\$ 8.00	SP	\$ 97,280.00
WALL PLASTER*	18,250	\$ 12.00	SF	\$ 219,000.00
CEILING PLASTER*	21,780	\$ 8.00	SF	\$ 174,240.00
END CAP SEALANT	40	\$ 15.00	SF	\$ 600.00
SINK UNDERCOATING	2	\$ 250.00	EACH	\$ 500.00
INTERIOR DOOR FRAME CAULK	16	\$ 25.00	LF	\$ 400.00
FIRE DOOR INSULATION	14	\$ 300.00	DOORS	\$ 4,200.00
FLOOR LEVELING COMPOUND	475	\$ 7.00	SF	\$ 3,325.00
SUSPENDED CEILING TILE	170	\$ 10.00	SF	\$ 1,700.00
HVAC METAL DUCT SEAM CAULK	175	\$ 23.00	SF	\$ 4,175.00
GREY CAULK AT CEILING VENT IN SUSPENDED TILE GRID SYSTEM	1,285	\$ 10.00	LF	\$ 12,850.00
EXTERIOR CAULK APPLIED OVER BRICK MORTAR, TAN AND GREY	2,100	\$ 3.00	LF	\$ 6,300.00
EXTERIOR WINDOW FRAME CAULK*	2,200	\$ 12.00	LF	\$ 26,400.00
EXTERIOR DOOR FRAME CAULK	16	\$ 20.00	LF	\$ 320.00
EXPANSION JOINT CAULK	60	\$ 15.00	LF	\$ 900.00
PARAPET ADHESIVE/TAR	1,075	\$ 8.00	SP	\$ 8,600.00
WINDOW PANEL SETTING SEALANT*	650	\$ 10.00	LF	\$ 6,500.00
RESIDUAL BLOCK INSULATION IN WALL	1	\$ 300.00	SP	\$ 300.00
INTERIOR WINDOW GLAZING COMPOUND-GREY*	315	\$ 300.00	EACH	\$ 94,500.00
INTERIOR WINDOW GLAZING COMPOUND WITH BLACK EXTER. GLAZING**	50	\$ 350.00	EACH	\$ 17,500.00
JOINT COMPOUND ON SHEETROCK WALLS***	32,050	\$ 4.00	SF	\$ 128,200.00
HB SMITH 78 INTERIOR BOILER COMPONENTS	1	\$ 12,000.00	SUM	\$ 12,000.00
SUBTOTAL				\$ 843,130.00
ASBESTOS ABATEMENT CONTINGENCY				\$ 84,313.00
ASBESTOS TOTAL				\$ 927,443.00

*MATERIALS TO BE DISPOSED OF AS REGULATED ASBESTOS WASTE AND CT REGULATED PCB WASTE <50 PPM
 **MATERIALS TO BE DISPOSED OF AS REGULATED ASBESTOS WASTE AND PCB BULK PRODUCT WASTE >50 PPM
 ***JOINT COMPOUND AND ASSOCIATED SHEETROCK WALLS DISPOSED OF AS REGULATED ASBESTOS WASTE
ITALICS-MATERIALS ASSUMED TO BE ASBESTOS-CONTAINING

LEAD-BASED PAINT COST ESTIMATE				
MATERIAL	QUANTITY	UNIT COST		TOTAL COST
LEAD-BASED PAINT DEMOLITION ALLOWANCE	1	\$ 15,000.00	SUM	\$ 15,000.00
SUBTOTAL				\$ 15,000.00
LEAD DEMOLITION TOTAL				\$ 15,000.00

UNIVERSAL WASTE ABATEMENT COST ESTIMATE				
MATERIAL	QUANTITY	UNIT COST		TOTAL COST
BALLAST AND CAPACITOR RECLAMATION	2	\$ 15.00	EA	\$ 30.00
LIGHT TUBES RECLAMATION	5492	\$ 2.00	LF	\$ 10,984.00
U-SHAPED LIGHT TUBES RECLAMATION	192	\$ 3.00	LF	\$ 576.00
CHLOROFLUOROCARBONS	8	\$ 15.00	EA	\$ 120.00
MERCURY THERMOSTAT	1	\$ 250.00	EA	\$ 250.00
LEAD ACID BATTERIES	40	\$ 15.00	EA	\$ 600.00
USED ELECTRONICS DISPOSAL	1	\$ 100.00	CY	\$ 100.00
LABOR	5	\$ 500.00	DAY	\$ 2,500.00
SUBTOTAL				\$ 15,160.00
UNIVERSAL WASTE CONTINGENCY				\$ 1,516.00
UNIVERSAL WASTE TOTAL				\$ 16,676.00

PCB ABATEMENT COST ESTIMATE				
NON-ASBESTOS CONTAINING MATERIALS REMOVED AND DISPOSED OF AS CT REGULATED PCB WASTE <50 PPM REMOVAL AND DISPOSAL OF MATERIALS THAT CONTAIN ASBESTOS AND CARPET GLUE ON ASBESTOS FLOOR TILES INCLUDED WITH ASBESTOS ABATEMENT COST ESTIMATE.				
MATERIAL	QUANTITY	UNIT COST		TOTAL COST
CARPET GLUE	1,600	\$	8.00 SF	\$ 12,800.00
INTERIOR DOOR CAULK	24	\$	20.00 LF	\$ 480.00
PART ON MASONRY WALLS	4,200	\$	17.00 SP	\$ 71,400.00
PAINT ON CONCRETE FLOORS	3,500	\$	8.00 SF	\$ 28,000.00
SUBTOTAL				\$ 112,680.00
PCB ABATEMENT CONTINGENCY				\$ 11,268.00
PCB ABATEMENT TOTAL				\$ 123,948.00
PCB SOIL REMOVAL AND DISPOSAL COST ESTIMATE				
MATERIAL	QUANTITY	UNIT COST		TOTAL COST
SOIL REMOVAL	1	\$	10,000.00 SURF	\$ 10,000.00
DISPOSAL OF SOIL AS PCB REMEDIATION WASTE <50 PPM	23	\$	155.00 TON	\$ 3,565.00
DISPOSAL OF SOIL AS PCB REMEDIATION WASTE >50 PPM	3	\$	163.00 TON	\$ 495.00
SUBTOTAL				\$ 14,060.00
PCB REMOVAL CONTINGENCY				\$ 1,406.00
PCB REMOVAL TOTAL				\$ 15,466.00
HAZARDOUS BUILDING MATERIAL ABATEMENT AND REMEDIATION TOTAL				\$ 1,098,533.00
CONSULTING UNIT COST				
CONSULTING COST	QUANTITY	UNIT COST		TOTAL COST
DIVISION I HAZ MATERIALS ABATEMENT SPECIFICATIONS	1	\$1,500.00	SUM	\$ 1,500.00
DIVISION II HAZ MATERIALS ABATEMENT SPECIFICATIONS	1	\$5,000.00	EACH	\$ 5,000.00
ABATEMENT CONTRACT DRAWINGS	1	\$1,200.00	EACH	\$ 1,200.00
ALTERNATE WORK PRACTICE DEVELOPMENT	1	\$950.00	EACH	\$ 950.00
DESIGN COORDINATION AND MANAGEMENT	6	\$115.00	HOUR	\$ 690.00
PREBID MEETING	4	\$115.00	HOUR	\$ 460.00
BID REVIEW AND RECOMMENDATIONS	4	\$115.00	HOUR	\$ 460.00
SCOPE REVIEW MEETINGS	4	\$150.00	HOUR	\$ 600.00
SUBMITTAL REVIEW	10	\$115.00	HOUR	\$ 1,150.00
PRECONSTRUCTION CONFERENCE	4	\$115.00	HOUR	\$ 460.00
DAILY MONITORING/CLEARANCES*	60	\$630.00	DAY	\$ 37,800.00
PCM AIR SAMPLES**	850	\$8.00	EACH	\$ 6,800.00
TEM AIR SAMPLES(24 HR TURNAROUND TIME)	20	\$90.00	EACH	\$ 1,800.00
PCB SOIL VERIFICATION SAMPLES (48 HR TURNAROUND TIME)	30	\$100.00	EACH	\$ 3,000.00
PCB SUBSTRATE VERIFICATION SAMPLES (48 HR TURNAROUND TIME)	45	\$100.00	EACH	\$ 4,500.00
PROJECT MANAGEMENT*	60	\$95.00	HOUR	\$ 5,700.00
SENIOR MANAGEMENT PROJECT OVERSIGHT*	20	\$150.00	HOUR	\$ 3,000.00
ADMINISTRATION/CLERICAL SERVICES*	20	\$55.00	HOUR	\$ 1,100.00
DOCUMENTATION REPORT - ASBESTOS	1	\$1,500.00	EACH	\$ 1,500.00
DOCUMENTATION REPORT - PCB	1	\$3,000.00	EACH	\$ 3,000.00
SUBTOTAL				\$ 80,670.00
CONSULTING CONTINGENCY				\$ 8,067.00
CONSULTING TOTAL				\$ 88,737.00
** ASSUMES FULL TIME MONITORING OF ABATEMENT ACTIVITIES				
GRAND TOTAL				\$ 1,197,270.00

TABLE I
ASBESTOS CONTAINING MATERIALS SUMMARY TABLE

TABLE 1
 ASBESTOS CONTAINING MATERIALS
 SUMMARY TABLE
 BLAKE SCHOOL
 66 TETLOW STREET
 WEST HAVEN, CONNECTICUT

LOCATIONS	MATERIAL TYPE	SAMPLE NUMBER	CATEGORY	BULK SAMPLE ANALYSIS RESULTS				ESTIMATED QUANTITY	F/NF
				FLM	PLM PC	TEM NOB	ACM		
Throughput	Joint compound - tan*	02-08-JM-03	MISC	3% Chrys	<1.0% Chrys		YES*	32,060 SF	F
		02-08-JM-04		DNA					
		02-08-JM-16		6% Chrys					
0-002, 0-003, 0-006, 0-008, 0-009, 0-009B, 0-010, 0-012, 0-013	Fend cap sealant - white	02-08-JM-17	TSI	DNA			YES	40 SF	NF
		02-08-JM-18		DNA					
		02-08-JM-19		NAD					
0-002, 0-003, 0-006, 0-008, 0-009, 0-013, 1-020, 1-022, 1-022A, 1-025, 1-027, 1-028A, 1-030, 1-032, 1-036, 1-037, 1-039, 1-040, 1-041, 2-004, 2-045, 2-047, 2-048, 2-050, 2-052, 2-053, 2-055, 2-056, 2-058, 2-059, 2-062, 2-064, 2-065, 2-067, 2-069, 2-070, ST-17, ST-18	Interior window glazing compound - white/gray*	02-08-JM-20	MISC	3% Chrys			YES	3' x 1' - 6 Sashes 3' x 2.5' - 6 Sashes 3' x 4' - 2 Sashes 3.8' x 1.1' - 60 Sashes 3.8' x 1.7' - 270 Sashes 4' x 1.1' - 6 Sashes 4' x 5.4' - 6 Sashes	NF
		02-08-JM-38		3% Chrys	2.0% Chrys				
		02-08-JM-39		3% Chrys					
0-002, 0-003, 0-008, 0-005, 0-006, 0-007, 0-008, 0-009, 0-009A, 0-009B, 0-009C, 0-009D, 0-010, 0-011, 0-012, 0-013, 0-014, 0-016, ST-10-017, 0-018, 0-021, 0-022, 0-023, 0-022A, 0-025, 0-026, 0-027, 0-028, 0-028A, 1-020, 1-029, 1-030, 1-031, 1-032, 1-033, 1-034, 1-035, 1-036, 1-037, 1-038, 1-039, 1-040, 1-041, ST-17, ST-18, 2-045, 2-046, 2-047, 2-48, 2-049, 2-050, 2-051, 2-051A, 2-052, 2-053, 2-054, 2-055, 2-056, 2-057, 2-058, 2-059, 2-060, 2-061, 2-062, 2-063, 2-064, 2-065, 2-066, 2-067, 2-068, 2-069, 2-070, 2-070A, ST-17, ST-18	Ceiling plaster base coat - gray**	02-08-JM-41	SURF	3% Chrys	<1.0% Chrys		YES	21,780 SF	F
		02-08-JM-42		3% Chrys	3.0% Chrys				
		02-08-JM-43		3% Chrys					
02-08-JM-44				3% Chrys					

Verde de Shaw (11/19/06) 0201 Field 2001 - Representative Haven, City of State School (Blake), Tetlow St. - Table 1 - ACM Summary

ACM Summary Table 1a
 Tr.1

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

LOCATION(S)	MATERIAL TYPE	SAMPLE NUMBER	CATEGORY	BULK SAMPLE ANALYSIS RESULTS			ESTIMATED QUANTITY	FNF
				PLM	PLM/PC	TEM NOB ACM		
0-085, 1-052	Sink undercoating - black	02-08-JM-53	MISC	4% Chrys		YES	2 EA	NF
		02-08-JM-54		DNA				
		02-08-JM-62		3% Chrys		YES		
0-088	Insulator door frame caulk - tan	02-08-JM-63	MISC	DNA			16 LF	NF
		02-08-JM-66		17% Amos, 3% Chrys		YES		
0-014, 0-015, ST-17, ST-18	Fire door insulation - white	02-08-JM-67	MISC	DNA			14 Doors	F
		02-08-JM-68		NAD				
0-011, 0-015, 0-014, 1-031, 1-032, 1-033, 2-053, 2-051, 2-051A, 2-057, 2-063, ST-17, ST-18	12" x 12" Vinyl floor tile plastic - black**	02-08-JM-69	MISC	5% Chrys		YES	1,800 SF	NF
		02-08-JM-70		DNA		YES		
0-011, 0-013, 0-014, 1-020, 1-021, 1-023, 1-024, 1-025, 1-026, 1-028, 1-029, 1-030, 1-031, 1-032, 1-033, 1-034, 1-035, 1-036, 1-037, 1-038, 1-039, 1-040, 1-041, 2-044, 2-046, 2-049, 2-051A, 2-052, 2-054, 2-055, 2-056, 2-057, 2-058, 2-061, 2-062, 2-063, 2-066, 2-067, 2-068, 2-069, 2-070, ST-17, ST-18	12" x 12" Vinyl floor tile - tan	02-08-JM-71	MISC	DNA			1,800 SF	NF
		02-08-JM-79		3% Chrys	2.0% Chrys			
0-011, 0-013, 0-014, 1-020, 1-021, 1-023, 1-024, 1-025, 1-026, 1-028, 1-029, 1-030, 1-031, 1-032, 1-033, 1-034, 1-035, 1-036, 1-037, 1-038, 1-039, 1-040, 1-041, 2-044, 2-046, 2-049, 2-051A, 2-052, 2-054, 2-055, 2-056, 2-057, 2-058, 2-061, 2-062, 2-063, 2-066, 2-067, 2-068, 2-069, 2-070, ST-17, ST-18	Wall plaster base coat - grey**	02-08-JM-80	SURF	3% Chrys	<1.0% Chrys		18,250 SF	P
		02-08-JM-81		3% Chrys				
		02-08-JM-82		3% Chrys		YES		
		02-08-JM-83		3% Chrys	2.0% Chrys			
		02-08-JM-84		3% Chrys				
0-013, 1-020, 1-021, 1-022, 1-023, 1-026, 1-027, 1-028, 1-029A, 1-037, 1-038, 1-039, 2-040, 2-044, 2-045, 2-046, 2-062, 2-063, 2-064, 2-070A	9" x 9" Vinyl floor tile - grey**	02-08-JM-91	MISC	8% Chrys		YES	3,600 SF	NF
		02-08-JM-92		DNA				
ST-17, ST-18	Leveling compound under 12" x 12" vinyl floor tile - black	02-08-JM-97	MISC	2% Chrys		YES	475 SF	NF
		02-08-JM-98		DNA				

Vendor: Environmental Data Resources, Inc. | File: 0201 | Report: Blake School Asbestos Survey | Table 1: ACM Summary

ACM Summary Table 1B
 T1-2

TABLE 1
 ASBESTOS CONTAINING MATERIALS
 SUMMARY TABLE
 BLAKE SCHOOL
 66 TETLOW STREET
 WEST HAVEN, CONNECTICUT

LOCATION(S)	MATERIAL TYPE	SAMPLE NUMBER	CATEGORY	BULK SAMPLE ANALYSIS RESULTS			ESTIMATED QUANTITY	R/NP
				PLM	PLM/PC	TEM NOB ACM		
1-020, 1-022A, 1-029, 1-025, 1-029, 1-030, 1-031, 1-032, 1-036, 2-047, 2-048, 2-049, 2-030, 2-051, 2-051A, 2-052, 2-053, 2-054, 2-055, 2-056, 2-057, 2-058, 2-059, 2-061, 2-065, 2-066, 2-067, 2-068	9" x 9" Vinyl floor tile - red	02-08-JM-101 02-08-JM-102	MISC	5% Chrys DNA		YES	5,085 SF	NF
1-020, 1-029, 1-041, 2-064, 2-052, 2-054, 2-055, 2-056, 2-058, 2-061, 2-066, 2-068, 2-070	9" x 9" Vinyl floor tile - black	02-08-JM-103 02-08-JM-104	MISC	5% Chrys DNA		YES	2,275 SF	NF
1-041, 2-070	9" x 9" Vinyl floor tile - tan	02-08-JM-121 02-08-JM-122	MISC	5% Chrys DNA		YES	1,360 SF	NF
2-056, 2-069	2 x 4" Type V rough texture suspended ceiling tile	02-08-JM-123 02-08-JM-124	MISC	3% Chrys DNA		YES	170 SF	F
1-019, 1-020, 1-022, 1-022A, 1-023, 1-025, 1-026, 1-027, 1-028, 1-028A, 1-029, 1-030, 1-031, 1-032, 1-033, 1-035, 1-036, 1-037, 1-038, 1-039, 1-040, 1-041, 2-043, 2-044, 2-045, 2-046, 2-047, 2-048, 2-049, 2-050, 2-052, 2-053, 2-054, 2-055, 2-058, 2-059, 2-060, 2-061, 2-062, 2-063, 2-064, 2-065, 2-067, 2-068, 2-070	RTVAC metal duct seam caulk - red/brown	02-08-JM-129 03-08-JM-130	MISC	5% Chrys DNA		YES	175 SF	NF
Façades A, B, C, D	Caulk applied over brick mortar - grey	02-08-JM-133 02-08-JM-134 02-18-CL-01 02-18-CL-02	MISC MISC MISC	100% Chrys DNA 8% Chrys DNA		YES YES	1,300 SF	NF

Search-ASBESTOS (02-08-2011) Report West Haven, Ct (061040000000000000) Table 9 - Table 1 - ACM Summary

ACM Summary Table 9B
 T10

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

LOCATION(S)	MATERIAL TYPE	SAMPLE NUMBER	CATEGORY	BULK SAMPLE ANALYSIS RESULTS			ESTIMATED QUANTITY	ENF
				PLM	PLM/PC	TEM/NOI ACM		
Facades A, C, D	Exterior window frame caulk - white/grey**	02-08-JM-139	MISC	3% Chrys		YES	2,200 SF	NF
		02-08-JM-140		DNA				
Facade A	Exterior door frame caulk - white	02-08-JM-141	MISC	2% Chrys		YES	16 LF	NF
		02-08-JM-142		DNA				
Facade B	Brown expansion joint caulk	02-08-JM-143	MISC	4% Chrys		YES	3 Joints at 20 LF each	NF
		02-08-JM-144		DNA				
Roof I	Parapet adhesive/sealant - black	02-8-JM-165	MISC	12% Chrys		YES	1,075 SF	NF
		02-8-JM-166		DNA				
Facade B	Caulk to exterior brick mortar seams - tan	02-18-CL-03	MISC	5% Chrys		YES	800 SF	NF
		02-18-CL-04		DNA				
2-052, Facades A, C	Window panel sealing sealant - black**	02-18-CL-05	MISC	15% Chrys		YES	650 LF	NF
		02-18-CL-06		DNA				
0-012	Residual block insulation to concrete masonry unit wall	02-22-CL-08	TBI	20% Chrys		YES	1 SF	F
1-019, 1-020, 1-022, 1-022A, 1-023, 1-025, 1-026, 1-027, 1-028, 1-028A, 1-029, 1-030, 1-031, 1-032, 1-033, 1-035, 1-036, 1-037, 1-038, 1-039, 1-040, 1-041, 2-043, 2-044, 2-045, 2-046, 2-047, 2-048, 2-049, 2-050, 2-052, 2-053, 2-054, 2-055, 2-058, 2-059, 2-060, 2-061, 2-062, 2-063, 2-064, 2-065, 2-067, 2-068, 2-070	Grey caulk to ceiling vent in suspended tile grid system	02-22-CL-13	MISC	10% Chrys			1,285 LF	NF
		02-22-CL-14		DNA		YES		
0-003	Smith 28 Boiler - internal components and gaskets	Assume	TSI	Assume		Assume	1 Boiler	NF

Sample Sheet ID: W-00201; File: 021; Report: West Haven, CT of Blake School/HHS/HS/Ten-01; Table 1 - ACM Summary

ACM Summary Table 1a
 T14

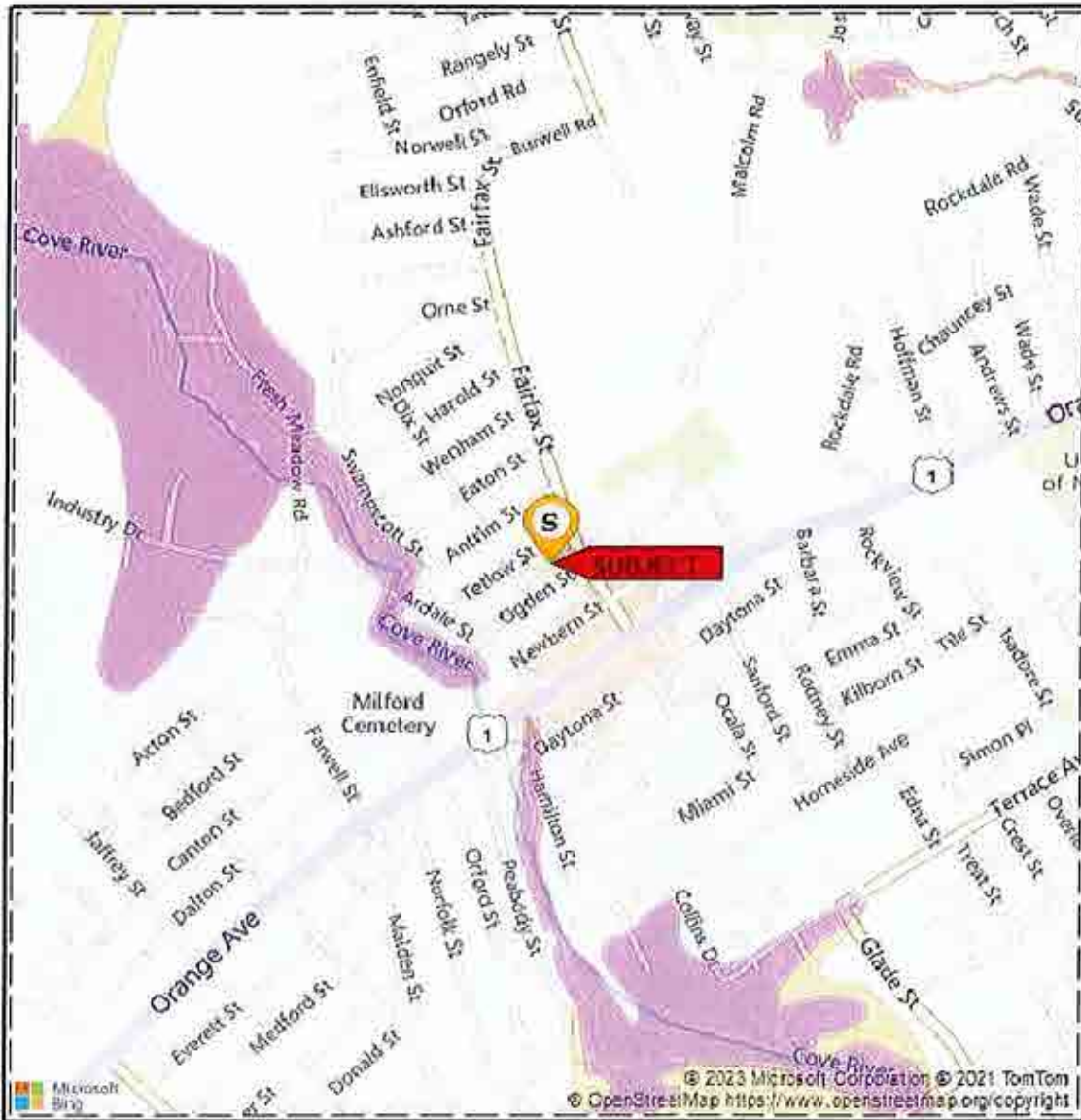
ZONING

TABLE 13.3
ZONING REQUIREMENTS FOR AARC BY ZONING DISTRICT

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

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

FLOOD MAP



Flood Map Legends

- Flood Zones**
- Areas inundated by 100-year flooding
 - Areas inundated by 500-year flooding
 - Areas of undetermined but possible flood hazards
 - Floodway areas with velocity hazard
 - Floodway areas
 - COBRA zone

Flood Zone Determination

In Special Flood Hazard Area (Flood Zone)	Out
Within 250 ft. of multiple flood zones?	Not within 250 feet
Community:	090092
Community Name:	WEST HAVEN, CITY OF
Map Number:	09009C0436H
Zone:	X
Panel:	0436H
Panel Date:	12/17/2010
FPS Code:	09009
Census Tract:	1441.02

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West Haven, CT 06516
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e-mail: blueribbonct@gmail.com

Professional Experience

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

Real Estate Education

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

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

Appraisal Institute,

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

CCIM – CI 100 – 1998

Market Techniques for Leasing & Selling
Commercial Properties 36 hrs.

CCIM – CI 101 – 1989

Fundamental of Real Estate Investment & Taxation

Uniform Standards of Professional Appraisal Practices – 2003

Real Estate Continuing Education:

Appraisal Institute – 1992 – 2009

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

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

Successfully completed all continuing education for Licensure in Connecticut

Professional Memberships & Accreditations

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

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

STATE OF CONNECTICUT + DEPARTMENT OF CONSUMER PROTECTION ^{CS18}

Be it known that

CHARLES A LIBERTI

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

CERTIFIED GENERAL REAL ESTATE APPRAISER

License #: RCG.0000647

Effective Date: 05/01/2022

Expiration Date: 04/30/2023

Michelle Seagull
Michelle Seagull, Commissioner

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

January 10, 2022

Blake Building Purchasing Proposal

Center Identification and Description

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

Purpose, Mission, Philosophy

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

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

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

Proposed Description of Tasks and Improvements

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

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

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

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

Proposed Timeline

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

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

Ability and Understanding to Address the City’s Plan

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

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

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

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

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

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

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

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

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

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

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

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

Description of the Ownership Structures

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

Description of Similar Development Projects

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

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

Proposed Financing

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

Financial Capability

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

Development Experience

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

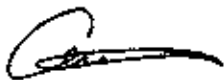
Proposed Compensation

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

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

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

Best Regards,



Dr. Cara Powers
Founder & Director



Robert Powers
Co-Founder & CEO

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

CASHIER'S CHECK

6596702146

006567 11-24
Office AUP 1210(8)

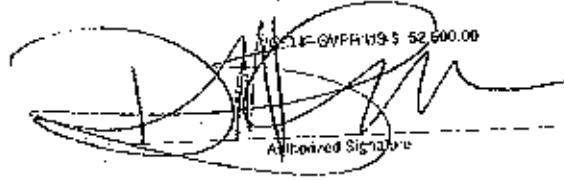
Remitter: CARA POWERS
Operator ID: 61001719

April 8, 2022

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

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

***\$52,500.00**

APR 11 2022 09:19:53 52,500.00

Authorized Signature

Payer Address:
Name:
WELLS FARGO BANK, N.A.
297 DOSTON POST RD
ORANGE, CT 06477
FOR INQUIRIES CALL (800) 361-3122

⑆6596702146⑆ ⑆121000248⑆4861 913166⑆

William T. Blake
Building

Deposit check

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

Details on Back. Security Features Included.

PROPOSERS NON COLLUSION AFFIDAVIT FORM

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

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

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

Robert Powers
Legal Name of Bidder

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

Name of Bidder's Authorized Representative

Title of Bidder's Authorized Representative

Subscribed and sworn to before me this 14th day of NOVEMBER, 2022.

[Signature]
Notary Public
My Commission Expires: _____
Lee Kennedy Tierney
Commissioner of Superior Court
State of Connecticut



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

**DISCLOSURE &
 CERTIFICATION AFFIDAVIT**

EVERY SECTION MUST BE COMPLETED

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

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

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

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

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

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

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

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

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

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

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

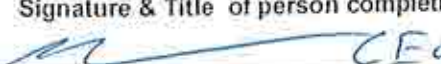

10. The following persons and/or entities possess an ownership interest in the Contractor. If the Contractor is a corporation, list the names of each stockholder whose shares exceed twenty-five (25) percent of the outstanding stock. If none, state none. Use additional sheet if necessary (must be on company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

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

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

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

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

Signature & Title of person completing this form:  CEO			
THIS FORM MUST BE NOTARIZED		NOTARY SEAL (if available)	
Signature of Notary: 			
Subscribed and sworn to, before me on this: 5 th		Day of: DECEMBER	2022
My Commission Expires: 2-28-2025			

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

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

Dawson Ave Task Order #35

- Engineering services for Dawson Ave Sewer Service
- Previous Task Orders 31-34 and 36 were previously approved at the September 8, 2022 MARB meeting
- Task Order #35 will include design services, bidding support, Construction oversight for between 5,000 and 10,000 linear ft of pipes and up to 81 manholes
- Task order cost is \$221,000



**TASK ORDER NO. 35 TO
MASTER ENVIRONMENTAL SERVICES AGREEMENT
BETWEEN
OWNER AND ENGINEER**

This is Task Order No. 35 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: Dawson Avenue Area Design Contract 4 and Construction Services (the "Project").

1. Scope of Services

ENGINEER completed the Dawson Avenue Area Sewer Service Evaluation Survey (SSES) under Task Order 7, which included smoke testing, dye water flooding, building inspections, and CCTV inspections. ENGINEER also performed a cost-effective analysis on the six sewershed areas in the Dawson Avenue Area with the highest infiltration rates for various infiltration reduction scenarios. The Dawson SSES Report identified rehabilitation recommendations to reduce infiltration and inflow (I-I). The report recommendations were organized into different priority tiers so that the recommendations can be completed over multiple years in order of priority.

Based on the Dawson Avenue Area SSES recommendations, ENGINEER will complete the design and services during construction for the fourth recommended rehabilitation contract for the Dawson Avenue Area. It shall incorporate sewer rehabilitation design of between 5,000 and 10,000 linear feet of Tier 1 and Tier 2 priority pipes and up to 81 Tier 2 priority manholes.

ENGINEER shall provide for OWNER the following specific Services:

TASK 1 – PIPE AND MANHOLE REHABILITATION DESIGN

ENGINEER shall complete Contract Documents (plans and specifications) for Contract 4 of the Dawson Avenue Area Sewer Rehabilitation Program. ENGINEER estimates the design shall include between 5,000 linear feet and 10,000 linear feet of Tier 1 and Tier 2 priority pipes within the Dawson Avenue Area. 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 cost varies for CIPP lining, CIP spot liners, and point repairs. The design shall also include rehabilitation of up to 81 Tier 2 priority sewer manholes within the Dawson Avenue Area that were identified for I-I related repairs.

Contract Drawings -- ENGINEER will prepare 24"x36" drawings for the sewer and manhole rehabilitation recommendations. The drawings will detail the limits of CIPP lining, CIP spot repairs, and point repairs; manhole rehabilitation, repair or replacement; 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 100 percent contract drawings will be submitted to CT DEEP for review and approval to bid. 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 on Contract 4 of the Dawson Avenue Area Sewer Rehabilitation Program. All work will be performed as directed by the OWNER. ENGINEER shall provide up to fifty (50) hours of bidding related services. Services may include attending pre-bid meeting, 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. Three sets of hard copies of plans and specifications will be submitted to the OWNER. This task also includes submitting required documentation to CT DEEP to receive approval prior to construction and any related follow-up communication with CT DEEP.

TASK 3 – CONSTRUCTION OVERSIGHT

For Dawson Avenue Area Contract 4, OWNER will be advertising a project for public bidding for spot repairs, CIPP lining of sewer mains, and manhole rehabilitation. ENGINEER will provide part-time onsite Resident Project Representative (RPR) services. The RPR will be responsible for the following:

- day-to-day observation of site activity,
- confirming the contractor builds the work in accordance with the plans and specifications,
- verifying installed bid quantities,
- 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.

This task includes providing an RPR over the course of the anticipated 6 months of active construction. Extension of the general contractor's schedule beyond 6 months of active construction will require an amendment to this agreement.

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** – Administrative staff will log all correspondence, records, related documents into a document management software program to track responses.

2. Time Schedule

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

ENGINEER will complete the Task 1 Design Services within 6 months of authorization to proceed; Task 2 Bidding Services within 2 months of advertisement; Task 3 and 4 construction related services within 6 months of construction contract award. The above durations are independent of DEEP and OWNER review periods.

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 Services	\$71,000	Lump Sum
Task 2 Bidding Services	\$11,000	Lump Sum
Task 3 Construction Oversight	\$87,000	Hourly at \$125 Hour
Task 4 Construction Office Support	\$52,000	Lump Sum
TOTAL	\$221,000	

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.

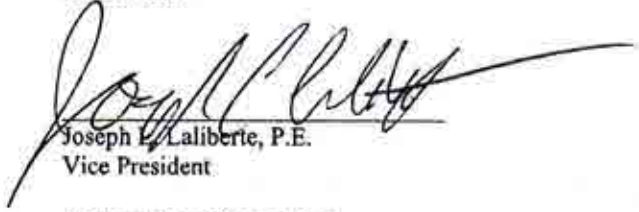
None.

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 E. 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				Form Approved OMB No. 155-R0144	
<i>(See accompanying instructions before completing this form)</i>					
PART I - 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 June 16, 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 Avenue Area Contract 4 Design and Bidding Task Order No. 35		
PART II - COST SUMMARY					
7. DIRECT LABOR (Specify labor categories)	ESTI- MATED HOURS	HOURLY RATE	ESTIMATED COST	TOTAL	
Project Officer	30	\$80.00	\$2,400.00		
Project Manager	40	\$75.00	\$3,000.00		
Construction Manager	10	\$60.00	\$600.00		
Project Engineer II	115	\$52.00	\$5,980.00		
Project Engineer III	300	\$32.00	\$9,600.00		
Drafter/GIS Technician	130	\$31.00	\$4,030.00		
Administration	50	\$30.00	\$1,500.00		
DIRECT LABOR TOTAL:				\$27,110	
8. INDIRECT COSTS (Specify indirect cost pool's)	RATE	X BASE =	ESTIMATED COST		
Direct Overhead, General & Administration	1.6877	\$27,110.00	\$45,753.55		
INDIRECT COSTS TOTAL:				\$45,754	
9. OTHER DIRECT COSTS					
a. TRAVEL			ESTIMATED COST		
(1) TRANSPORTATION			\$400.00		
(2) PER DIEM					
TRAVEL SUBTOTAL:			\$400.00		
b. EQUIPMENT, MATERIALS, SUPPLIES (Specify Categories)		QTY	COST	ESTIMATED COST	
Direct Expenses					
EQUIPMENT SUBTOTAL:					
c. SUBCONTRACTS			ESTIMATED COST		
SUBCONTRACTS SUBTOTAL:					
e. OTHER (Specify Categories)			ESTIMATED COST		
OTHER SUBTOTAL:					
4. OTHER DIRECT COSTS TOTAL:				\$400	
10. TOTAL ESTIMATED COST				\$73,264	
11. PROFIT				\$8,737	
12. TOTAL PRICE				\$82,000	

COST OF PRICE SUMMARY FOR SUBAGREEMENTS UNDER U.S. EPA GRANTS

(See accompanying instructions before completing this form)

*Form Approved
OMB No. 158-R-0144*

PART I - 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 June 16, 2022
5. ADDRESS OF CONTRACTOR OR SUBCONTRACTOR (Include Zip Code) 77 Harland St Suite 201 East Hartford, CT 06108	6. TYPE OF SERVICE TO BE FURNISHED Consulting Services Dawson Avenue Area Contract 4 Engineering Services During Construction - Field Task Order No. 35	

PART II - COST SUMMARY

7. DIRECT LABOR (Specify labor categories)	ESTIMATED HOURS	HOURLY RATE	ESTIMATED COST	TOTAL
Senior Project Representative	20	\$65.00	\$1,300.00	
Project Representative	476	\$50.00	\$23,800.00	
DIRECT LABOR TOTAL:				\$25,100
8. INDIRECT COSTS (Specify indirect cost pools)	RATE	X BASE =	ESTIMATED COST	
Direct Overhead, General & Administration	1.3495	\$25,100.00	\$33,872.45	
INDIRECT COSTS TOTAL:				\$33,872
9. OTHER DIRECT COSTS				
a. TRAVEL			ESTIMATED COST	
(1) TRANSPORTATION			\$950.00	
(2) PER DIEM				
TRAVEL SUBTOTAL:			\$950.00	
b. EQUIPMENT, MATERIALS, SUPPLIES (Specify Categories)		QTY	COST	ESTIMATED COST
EQUIPMENT SUBTOTAL:				
c. SUBCONTRACTS			ESTIMATED COST	
MBE: WBE: Resident Rep			\$20,000.00	
SUBCONTRACTS SUBTOTAL:			\$20,000.00	
d. OTHER (Specify Categories)			ESTIMATED COST	
OTHER SUBTOTAL:				
e. OTHER DIRECT COSTS TOTAL:				\$20,950
10. TOTAL ESTIMATED COST				\$79,922
11. PROFIT				\$7,078
12. TOTAL PRICE				\$87,000

COST OF PRICE SUMMARY FOR SUBAGREEMENTS UNDER U.S. EPA GRANTS

(See accompanying instructions before completing this form)

Form Approved
OMB No. 155-R0111

PART I - 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 June 16, 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 Avenue Area Contract 4 Engineering Services During Construction - Office Task Order No. 35	

PART II - COST SUMMARY

7. DIRECT LABOR (Specify labor categories)	ESTI- MATED HOURS	HOURLY RATE	ESTIMATED COST	TOTAL
Project Manager	4	\$75.00	\$300.00	
Construction Manager	200	\$60.00	\$12,000.00	
Project Engineer II	50	\$52.00	\$2,600.00	
Project Engineer III	50	\$32.00	\$1,600.00	
Administration	20	\$30.00	\$600.00	
DIRECT LABOR TOTAL:				\$17,100
8. INDIRECT COSTS (Specify indirect cost pools)	RATE	X BASE	ESTIMATED COST	
Direct Overhead, General & Administration	1.6877	\$17,100.00	\$28,859.67	
INDIRECT COSTS TOTAL:				\$28,860
9. OTHER DIRECT COSTS				
a. TRAVEL			ESTIMATED COST	
(1) TRANSPORTATION				\$525.00
(2) PER DIEM				
TRAVEL SUBTOTAL:				\$525.00
b. EQUIPMENT MATERIALS SUPPLIES (Specify Categories)		QTY	COST	ESTIMATED COST
Direct Expenses				
EQUIPMENT SUBTOTAL:				
c. SUBCONTRACTS			ESTIMATED COST	
SUBCONTRACTS SUBTOTAL:				
d. OTHER (Specify Categories)			ESTIMATED COST	
OTHER SUBTOTAL:				
e. OTHER DIRECT COSTS TOTAL:				\$525
10. TOTAL ESTIMATED COST				\$46,485
11. PROFIT				\$5,515
12. TOTAL PRICE				\$52,000

304 MINI EXCAVATOR

- Purchase of a Caterpillar Model 304 Mini Excavator.
- Purchase Price-- \$70,571
- State Contract #14PSX0330AA
 - Vendor is on State Contract, no other competitive bids were sought – they are the only vendor on this contract.
 - No Ethics disclosure form was sent as this is a company that represents a National brand (Caterpillar) with a branch in Newington that services all of CT and southern NY
- Purchase has not been made, pending MARB Approval
- Funding Source is ARPA Stormwater Management Project fund
 - Funded for \$1,400,000





February 6th, 2023

City of West Haven Water & pollution Control

Michael O'Brien

Thank you for this opportunity to quote Caterpillar products for your business needs. We are pleased to quote the following for your purchase consideration.

One (1) New Caterpillar Inc Model: 304 MINI EXCAVATOR with all standard equipment in addition to the additional specifications listed below:

STOCK NUMBER: CY1056

SERIAL NUMBER: TBD

YEAR: 2023

We appreciate your interest in H.O. Penn Machinery Co. Inc. and Caterpillar products for your business needs. This quotation is valid for 30 days, and is subject to prior sale. If there are any questions, please do not hesitate to contact me.

Regards,

Bill Janes
Machine Sales Representative
BJanes@hopenn.com
860-803-3616

QUOTE: STATE CONTRACT PRICING

**(31.94% Discount on machine, 24% Discount on Attachments,
INSTAL/ LABOR STATE CONTRACT \$129 HR)**

MACHINE IN STOCK – (SUBJECT TO PRIOR SALE)

ITEM (All attachments CAT)	DISCOUNTED PRICE,
One New 2023 CAT 304 NEXT GEN MINI EXCAVATOR Enclosed CAB, HEAT, AC, BT RADIO, BACKUP CAMERA, Stick Steer, Extra Counterweight , Rubber Tracks, Long Stick Package W/ High Pressure lines, Battery disconnect Hydraulic Thumb on machine Hydraulic Quick coupler on machine	\$68,512
24" Digging bucket	\$1,070
48" Grading bucket	\$989
TOTAL	\$70,571

SELL PRICE	\$70,571.00
NET BALANCE DUE	\$70,571.00

Accepted by _____ on _____

Signature

Robert A Johnson Community Center Renovation Project

- Design Services for Upgrades to Community Center
- Funded with ARPA Funds
- Budget \$71,825
- O’Riordan Migani Architects engaged through Bid 2022-10 for On-Call Architectural firms
 - Bid issued March 31, 2022
 - Bids received on April 11, 2022



ARPA Contracting Checklist

ARPA Project: Robert A. Johnson Community Center Renovation Project

Expenditure Category: Architectural Services

Vendor/Amount: O'Riordan Migani Architects LLC/\$71,825.00

1. City Procurement Requirements Met
(Check applicable category and add explanation as needed)

Project less than \$2,500 – no competitive bid required

\$2,500-\$10,000 - no competitive bid required; need 3 written proposals

Project exceeds \$10,000; RFQ required per City Procurement requirements

Explanation:

ARPA Project 2022-005

2. Contractor Contact Information

O'Riordan Migani Architects LLC

22 Bank Street

Seymour, CT 06483

Attn: Joan O'Riordan, Senior Architect

3. Contract Compliant with ARPA and other Federal Funding Requirements

ARPA Requirements

Telecom Prohibitions

Build America, Buy America

4. Completed City Ethics Form Delivered by Contractor

5. W-9 Submitted by Contractor

6. Proposed Final Contract Documents Discussed With/Acceptable to City (Ken Carney)

7. Final Contract Documents Approved as to Form (Carmody)

8. Final Contract Documents Executed (in duplicate) by Authorized Signatory of Contractor

9. Final Contract Documents Executed (in duplicate) by Mayor

10. One Hard Copy Set of Executed Contract Documents Delivered to Contractor

11. One Hard Copy Set of Executed Contract Documents Filed by City

12. One Electronic Set of Executed Contract Documents Filed by City



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

**DISCLOSURE &
 CERTIFICATION AFFIDAVIT**

EVERY SECTION MUST BE COMPLETED

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

Contractor/Vendor Name:	O'Riordan Migani Architects LLC
Address:	22 Bank Street, Seymour CT 06483
Telephone and/or Fax #:	203-888-7687
Email Address:	lor@omarchitects.com
Contact Person:	Joan O'Riordan

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

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

State of	Connecticut	County of	New Haven
1.	Joan O'Riordan <small>(Type or print your name above)</small>		being first duly sworn, hereby deposes and says that:
1.	I am over the age of 18 and understand the obligations of making statements under oath; I understand that the City of West Haven is relying on my representations herein.		
2a.	I am the corporate secretary or majority owner <small>(including sole proprietorship) of</small>	O'Riordan Migani Architects LLC	<small>Insert Company Name above</small>
2b.	Or I am an individual and my name is:	<small>If an individual, insert your name above</small>	
3.	I am fully informed regarding the preparation and terms of the above referenced agreement (the "Agreement") and of all pertinent circumstances related thereto.		
4.	Please select the applicable representation(s) regarding taxes or, if none of the below are accurate, attach an explanation of the status of the relevant tax obligations to this Affidavit (mark an "X" in the appropriate box or "NA" if none apply).		
4a.	As required by Conn. Gen. Stat. §12-41, the Contractor (and each owner, partner, officer, authorized signatory or Affiliate Entity of the Contractor) has filed a list of taxable personal property with the City of West Haven for the most recent grand list and all taxes are		
4b.	<input checked="" type="checkbox"/>	The Contractor (including any owner, partner, officer or authorized signatory thereof) is not required to file a list of taxable personal property with the City of West Haven for the most recent grand list and does not owe any back taxes to the City of West Haven, either directly or through a lease or other agreement.	
4c.	<input type="checkbox"/>	The Contractor or an owner, partner, officer, representative, agent or Affiliate Entity of the Contractor either it has a PILOT agreement with the City of West Haven or it owes back taxes and has executed an agreement with the City of West Haven to pay said back taxes in installment payments. Such agreement is attached and incorporated herein by reference and the payments under said agreement are not in default.	
5.	<input checked="" type="checkbox"/>	Other than as may be disclosed in section 4 above, the Contractor (including any owner, partner, officer, other authorized signatory, or Affiliate Entity) does not have any outstanding monetary obligations to the City of West Haven.	
6.	Please select the applicable representation about the Contractor's business registration		
6a.	<input checked="" type="checkbox"/>	Contractor is a Connecticut corporation, partnership, limited liability company or sole proprietorship and its Connecticut Secretary of the State Business ID #.	Business ID: 0758470 <small>Insert State Registration # above</small>
6b.	<input type="checkbox"/>	Contractor is a foreign corporation, partnership, limited liability company or sole proprietorship but is registered to do business in the State of Connecticut. The Contractor's Connecticut Secretary of the State Business ID #.	<small>Insert State Registration # above</small>
6c.	<input type="checkbox"/>	Contractor is a foreign corporation, partnership, limited liability company or sole proprietorship and is not registered to do business in the State of Connecticut. The Contractor is registered in the State of:	<small>Please insert State name above</small>
	Contractor has confirmed with the Connecticut Secretary of the State that the services it will provide pursuant to the Agreement do not constitute doing business in the State of Connecticut and no registration with the Connecticut Secretary of the State is required. Contractor does otherwise have the following State of Connecticut registrations, certificates or approvals relevant to the Agreement (if not applicable, state N/A).		

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

Name	City Affiliation Role & Time Frame	Contractor Affiliation Role & Time Frame	DOB
1 none			
2			

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

Name of Contractor or Affiliate	Affiliation (if applicable)	Contract Number	DOB
1 none			
2			

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

Organization Name	Address	Type of Ownership
1 none		
2		

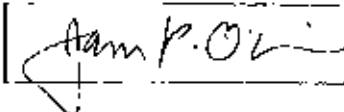
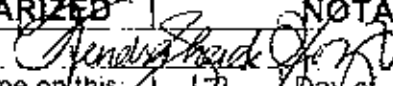
10. The following persons and/or entities possess an ownership interest in the Contractor. If the Contractor is a corporation, list the names of each stockholder whose shares exceed twenty-five (25) percent of the outstanding stock. If none, state none. Use additional sheet if necessary (must be on company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

Name	Title	% of Ownership	DOB
1 none			
2			

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

TRADE NAME	PLACE OF INCORPORATION/REGISTRY	PRINCIPAL PLACE OF BUSINESS
1 O'Riordan Migan Architects LLC	Seymour, CT	22 Bank St., Seymour, CT
2		

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

Signature & Title of person completing this form:	 Principal Architect
THIS FORM MUST BE NOTARIZED	NOTARY SEAL (if available)
Signature of Notary:	
Subscribed and sworn to, before me on this:	17 Day of October 2022
My Commission Expires:	May 31, 2024

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

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

Request for Taxpayer Identification Number and Certification

Give Form to the
 requester. Do not
 send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line. Do not leave this line blank.
O'Riordan Migani Architects, LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification. Check only one of the following seven boxes.
 Individual/sole proprietor or single-member LLC
 C Corporation
 S Corporation
 Partnership
 Trust/estate
 Limited liability company. Enter the tax classification (C, S, partnership) ▶
 Note: For a single-member LLC that is disregarded, do not check LLC. Check the appropriate box in the line above for the tax classification of the single member owner.
 Other (see instructions) ▶ **LLC acting as Sole Proprietorship**

4 Exemptions (codes apply only to certain entities; not individuals; see instructions on page 3).
 Exempt payee code (if any): _____
 Exemption from FATCA reporting code (if any): _____
Form W-9 (Rev. 12-2014) 25

5 Address number, street, and apt. or suite no. 1
22 Bank Street

6 City, state, and ZIP code
Seymour, CT 06483

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, this is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
OR									
Employer identification number									
0	6	-	7	7	1	5	8	3	5

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person: *[Signature]* Date: **01-18-23**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release this) at www.irs.gov/form990.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), and/or your taxpayer identification number (TIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third-party network transactions)

• Form 1098 (home mortgage interest), 1098-L (student loan interest), 1098-T (tuition)

• Form 1099-C (cancelled debt)

• Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), so provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See **What is backup withholding?** on page 2.

By signing this federal form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating if you are exempt from the FATCA reporting, is correct. See **What is FATCA reporting?** on page 2 for further information.

AIA Document B104™ - 2017

Standard Abbreviated Form of Agreement Between Owner and Architect

AGREEMENT made as of the 31st day of January, 2023
(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

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)

Municipal Center Upgrades

201 Noble Street

West Haven, CT 06516

The ARPA-funded project entails upgrades to the Municipal Center at 201 Noble Street in West Haven, Connecticut and related scope of work as set forth in Exhibit A to Rider No. 1 to this Agreement (the "Rider").

The scope of services under this Agreement is as stated in Exhibit A to the Rider, subject to the provisions of Article 3 of this Agreement, as modified by the Rider.

[W3436265;4]

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The Owner and Architect agree as follows:

TABLE OF ARTICLES

1	INITIAL INFORMATION
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3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
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9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE I 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 Six Hundred Fifty Thousand Dollars (\$650,000) for upgrades to the Municipal 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 as identified by the Owner's 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 (as defined in Section 6.1) 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 (W3436265.4)

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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. See Rider for insurance requirements.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Architect's Proposal attached to and made part of the Rider as Exhibit A, subject to the provisions of this Article 3 and include the usual and customary structural, mechanical, and electrical engineering services. Services not set forth therein or 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 The schedule for the performance of the Architect's services is attached to the Rider as Exhibit C. 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 and comply with all laws, codes, ordinances, rules 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

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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 for 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 performance of the Work. The Owner and Architect acknowledge that in order to perform 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, and take any action required under Section 6.5, all for 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, charge of, 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 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 upon 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, in the absence of any agreed upon time limits, 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 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

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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, in the absence of any agreed upon time limits, 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 what is contemplated by the Scope of Services under this Agreement, 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.)

See Rider.

§ 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 [Intentionally omitted.]

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§ 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 thirty (30) 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 an Additional Service.

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; (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, without any liability of Owner to Architect for failure to do so, 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 Project site wherever Work is in preparation or progress.

§ 5.10 Within fifteen (15) days after receipt of a written request from the Architect, the Owner shall furnish

{W3436265,4}

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 shall also include 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, subject to the Owner's approval; 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 ninety (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

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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 to the extent required.

§ 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 beyond the scope of use provided for in Section 7.3 without retaining the permission of 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 beyond the scope of use provided for in Section 7.3. 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.

(W3436265;4)

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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 ten (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 The provisions of this Article 8 shall survive the termination of this Agreement.

[W3436265;4]

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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 (7) 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 ninety (90) cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven (7) days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven (7) 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 (7) days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination of this Agreement for reasons other than breach of this Agreement by the Architect, the Architect shall be compensated for services performed prior to termination, Reimbursable Expenses incurred to the extent approved in advance and in writing by the Owner, and all costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements, the costs for which were approved in advance and in writing by the Owner.

§ 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: None
- .2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:
None

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate upon the later to occur of (a) one (1) year after the date of Substantial Completion or (b) thirty (30) days after final payment from the Owner to the Architect.

§ 9.9 If the Owner terminates this Agreement pursuant to Section 9.4, the Owner shall have all rights and remedies available at law or in equity arising from the Architect's failure to perform its obligations under this Agreement.

[W3436265;4]

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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.

§ 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, permitted assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, which consent may be granted or withheld in the other party's sole and exclusive discretion, 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 fourteen (14) days prior to the requested dates of execution; provided that the Architect will use reasonable efforts to accommodate such shorter review periods as requested by the Owner from time to time. 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.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum
(Insert amount)

\$71,825.00, broken out by phases as set forth in Exhibit A to the Rider. The hours and rate information in Exhibit A to the Rider related to the Stipulated Sum is for informational purposes only. The Stipulated Sum is a fixed fee and not based on actual hours worked.

{W3436265;4}

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§ 11.2 For Supplemental Services identified in Section 4.1, the Owner shall compensate the Architect as follows: *(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*

Time and material basis per attached rate schedule sheet invoiced monthly, by mutual consent of the owner and the architect.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows: *(Insert amount of, or basis for, compensation.)*

Time and material basis per attached rate schedule sheet invoiced monthly, by mutual consent of the owner and the architect.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be as follows:

Time and material basis per attached rate schedule sheet invoiced monthly, by mutual consent of the owner and the architect.

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Design Phase	\$16,675.00	Twenty-three and two-tenths percent (23.2%)
Construction Documents Phase	\$27,750.00	Twenty-eight and six-tenths percent (38.6%)
Bidding Phase	\$2,600.00	Three and six-tenths percent (3.6%)
Construction Phase	\$28,400.00	Thirty-four and five-tenths percent (34.5%)
<hr/>		
Total Basic Compensation	\$71,825.00	One hundred percent (100%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 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 *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

See attached rate sheet. Hourly rates are for supplemental and additional services only.

§ 11.8 Compensation for Reimbursable Expenses

[W3436265;4]

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§ 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. Reimbursable Expenses are payable only to the extent approved in advance and in writing by Owner in Owner's sole and exclusive discretion.

§ 11.8.2 Reimbursable Expenses approved in advance and in writing by Owner in Owner's sole and exclusive discretion shall be in accordance with the attached rate sheet.

§ 11.9 Payments to the Architect

§ 11.9.1 Initial Payment An initial payment of (\$0.00) 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, invoices for services shall be rendered monthly for services performed in the immediately prior month. Payments for undisputed amounts are due and payable within forty-five (45) days after presentation of the Architect's invoice. Undisputed amounts unpaid forty-five (45) days after Owner's receipt of the applicable invoice 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.)

One percent (1.00%) per month

§ 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 ^{E203TM}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. Rider

[W3436265;4]

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- .4 Exhibits:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits identified in Section 4.1.)
 - A Any time and material rate sheets.
- .5 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

ARCHITECT

City of West Haven

O'Riordan Migani Architects LLC

By: Nancy R. Rossi
Mayor



By: Joan O'Riordan
Senior Architect



Approved as to form.



Mark J. Malaspina
Carmody Torrance Sandak & Hennessey LLP

{W3436265;4}

O'Riordan Migani Architects

Building Community through Architecture. omarchitects.com

HOURLY RATE FEE SCHEDULE

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 Architect 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 to the extent they are not disputed, are net due within 45 days after Owner's receipt thereof. Undisputed invoice amounts are subject to a late charge of 1% per month or such lesser amount as permitted by law.

STANDARD RATES AND TERMS

Per this Agreement, all Reimbursable Expenses are subject to prior written approval of Owner in Owner's sole and exclusive discretion. The following are applicable rates for Reimbursable Expenses if and when proposed Reimbursable Expenses are presented to Owner for prior written approval. For the avoidance of doubt, this rate sheet does not constitute Owner's approval of any Reimbursable Expenses.

Consultants	1.10 times actual cost	
Outside Reproductions	1.10 times actual cost	
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

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 JANUARY 31, 2023 ("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
- **Exhibit E**, Federal Funding Requirements

Capitalized terms used but not defined in this Rider shall have the meaning given in the Agreement to which this Rider is attached and made a part of. References in this Rider to this Agreement mean such Agreement as amended by this Rider.

1. General/Document Hierarchy/Cross-References in B104. If any of the provisions of this Rider, including the Exhibits attached hereto and made a part hereof, conflict with 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 the Exhibits attached to and made a part of this Rider conflict with or are otherwise inconsistent with the provisions of the body of this Rider or with each other, 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. If any of the provisions of the Contract Documents are inconsistent but there is no applicable stricter standard among them, the following priority of Contract Documents shall apply: First, this Rider; second, the Exhibits to this Rider; third, the B104; fourth, the Drawings; fifth, the Specifications; and sixth, the other Contract Documents.

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 the requirements 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 in the same or similar locality under the same or similar circumstances (the "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) **Basic Services.** 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 Agreement below, Architect's Basic Services shall consist of all services recited, noted, referenced, implied, inferred or incorporated by reference in the B104, the 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 deemed to be part of Basic Services and fees or compensation for such Services and shall be deemed to be included in the 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 (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 may be granted or withheld in Owner's sole and exclusive discretion; 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 of 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 that Owner has retained for the Project ("Other Consultants") or any other entity or individual 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 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 the Project."

(c) **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."

(d) **Construction Documents Phase.** B104 §3.3.1 is hereby deleted in its entirety and replaced with the following new §3.3.1:

"§ 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."

(e) **Bidding Phase Services.** The following new § 3.3A is hereby added after 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."

(f) **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."

(vi) 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. § 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 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 regulations or official interpretations enacted after the Compliance Date;

(b) Preparing, after receipt of approval by the Owner of the Design Documents and/or the Construction Documents, 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 or 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 its 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 reviews of mock-ups that are not located within ten (10) miles from the Project Site; and

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

4. 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 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.”

5. 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 in this Agreement, and without limiting any other rights or remedies available to the Owner, the Architect shall not be compensated for revisions, modifications, alterations, or deviations to Instruments of Services necessitated by Architect’s negligence or breach of its obligations under this Agreement.

(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.”

6. 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 to indemnification requirements under § 7 of the Rider, or 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 or legal proceeding, upon Owner's written request.

7. **Indemnification.** The following new §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."

8. **Termination and Suspension.**

(a) The following new § 9.10 is hereby added to the B104: "If this Agreement is terminated other than by Architect under § 9.4, 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."

(b) 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 Section 8(b).

(c) 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."

(d) 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. Amounts withheld should bear a reasonable relationship to the anticipated loss and or claim.

9. **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 and the provisions of § 8(d) of the Rider, 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."

10. **Will Serve Letters.** 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."

11. **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; provided that, notwithstanding anything to the contrary in this Agreement, and without limiting the Owner's other available rights and remedies at law or in equity, Contractor shall not be compensated for any services, including without limitation for Supplemental Services or Additional Services, arising out of Architect's negligence or breach of any of its obligations under this Agreement."

(b) **Payment/Architect's Records.** The following new § 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.

(iii) Each invoice by the Architect shall include a certification that the information contained in Architect's Disclosure and Certification Affidavit executed in connection with entering into this Agreement remains true and correct in all material respects."

12. Personnel Assigned to Project. The following new § 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."

13. Time for Performance and Design Review. The following new § 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 and, therefore, Architect agrees that time is of the essence regarding compliance with its Schedule for Performance, **Exhibit C** hereto."

14. Insurance. The following new § 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."

15. Compliance with Federal Funding Requirements. This Project is being funded using federal funds. This Agreement and the Architect's obligations under this Agreement are subject to any and all applicable federal funding requirements. Without limiting the generality of the foregoing, **Exhibit E** hereto sets forth certain federal funding requirements for this Agreement and the Project.

16. 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 below. 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. Addresses for notice:

Owner:

{W3420701:13}

Rick Spreyer
Purchasing Director
Finance Department
City of West Haven
355 Main St.
West Haven, CT 06516
203-937-3624 rspreyer@westhaven-ct.gov

Architect:
O'Riordan Migani Architects LLC
22 Bank Street
Seymour, CT 06483
Attn: Joan O'Riordan, Senior Architect

(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) **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."

(d) **Compliance with Laws.** In addition to complying with the provisions of § 15 of this Rider, the Architect shall comply with all laws, rules, regulations, codes and ordinances applicable to its obligations under this Agreement.

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

By: _____
Nancy R. Rossi, Mayor

ARCHITECT:
O'Riordan Migani Architects LLC

By:  _____
Joan O'Riordan
Senior Architect



Approved as to form.


Mark J. Malaspina
Carmody Torrance Sandak & Hennessey LLP

EXHIBIT A

ARCHITECT'S PROPOSAL

O'Riordan Migani Architects

Building Community through Architecture omarchitects.com

July 5, 2022

Douglas Colter
Grants Coordinator
City of 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.

{W3420701.13}

- Confirm building and fire code requirements, using documentation available for the new Connecticut code that will be adopted in October of 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 PHASE SERVICES

- See B104 and body of Rider.

This Proposal does not limit the scope of services to be provided by Architect set forth in the B104 and body of Rider.

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:

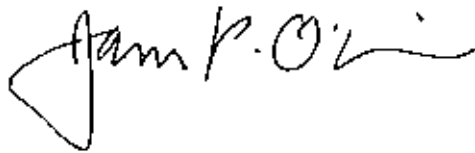
Description		Hours	Rate		Subtotal _s	% of Fee
DESIGN	Staff				16,675	23.2%
Field work	Project Manager	6	175	1,050		
	Senior Designer	6	175	1,050		
Basic drawings	Senior Designer	16	175	2,800		
Code analysis	Project Manager	5	175	875		
Prepare schematic design alternates	Project Manager	8	175	1,400		
	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		
CONSTRUCTION DOCS					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		
BIDDING					2,600	3.6%
Walk-through, addenda, bid review	Project Manager	12	175	2,100		
Engineer (fee + 10%)	IES			500		
CONSTRUCTION ADMIN					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	
TOTAL					71,825	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,

A handwritten signature in black ink, appearing to read "Joan P. O'Riordan". The signature is fluid and cursive, with a large, stylized initial "J" that loops back to the left.

Joan O'Riordan, AIA |
NCARB Principal
Architect

EXHIBIT B

THE ARCHITECT'S PERSONNEL ASSIGNED TO THE PROJECT

Project Manager:	Joan O'Riordan, AIA NCARB
Project Architect:	Joseph Migani, AIA NCARB
Production Architect:	Aidan Migani
Designer:	Engji Skana

EXHIBIT C

SCHEDULE OF THE ARCHITECT'S PERFORMANCE

Month 1	Owner Provides Authorization to Proceed Formulate Design Program, Goals, Components
Months 2-3	Conduct Field Work Create Base BIM Model Code Analysis Prepare Schematic Design Alternates
Month 4	Working Sessions with Building Committee Finalize Design Scope & Project Budget
Month 5-6	Prepare Construction Drawings & Specifications
Month 7	Conduct Bid Process with City Purchasing Department
Month 8	Award Project, Process & Sign Contract for Construction
Months 9-19	Build Out Project

EXHIBIT D
INSURANCE REQUIREMENTS

Prior to the commencement of the Work, and as a condition of site access, the Architect (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 coverages 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 COI shall in no way limit or relieve Contractor of its duties and responsibilities in this Agreement. All policies of insurance shall be written on an occurrence basis.

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

1. **Commercial General Liability ("CGL")-- 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** on 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
- Employer's 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. Professional Liability Insurance-- Minimum Limits required:

- \$1,000,000 per occurrence
- \$1,000,000 aggregate

5. 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 Contractor
- 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 Contractor's sole expense and with insurance companies acceptable to 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)). . The policies shall contain a provision that the coverage will not be cancelled or non-renewed until at least thirty (30) days prior written notice has been given to the Owner.

EXHIBIT E

FEDERAL FUNDING REQUIREMENTS

For purposes of this Exhibit E, the term "contract" shall mean "Agreement", and the term "contractor" shall mean "Architect". For convenience, reference to any gender herein means the applicable gender.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

1. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
4. The contractor will send to each labor union or representative of workers, with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and the rules, regulations, and relevant orders of the Secretary of Labor.

6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for further government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by a rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event the contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States

The contractor may not charge the City directly or indirectly for any "Covered Telecom," as defined below. The federal government's System for Award Management (SAM) (<https://www.sam.gov>) lists certain "Excluded Parties" (as defined therein) who are excluded from receiving federal awards for "covered telecommunications equipment or services" referenced therein ("Covered Telecom"). Any procurements and resulting contracts prepared by the contractor for the City shall prohibit vendors from directly or indirectly charging the City for Covered Telecom.

Any and all procurements for construction services, goods or materials shall comply with the federal government's "Build America, Buy America" requirements, if and to the extent applicable to the Project or any portion thereof.

BEACH STREET ROADWAY IMPROVEMENTS CONTRACT AMENDMENT #3

- Construction Engineering and Additional Design Services for Beach St Roadway Improvements ongoing project
 - Original contract entered into in May 2015 and amended in April 2017 and May 2020
- Contract Amendment Amount – not to exceed \$287,782
- Amendment No. 3 included as attachment outlines services, timelines, and fee proposals
- Parties seek to extend terms of contract consistent with extensions in the past.



January 19, 2023

BEACH STREET ROAD RAISING PROJECT, WEST HAVEN, CT

City applied for grant funding in 2014 for Sandy Storm recovery funding from US Department of Housing (DOH) and received \$1,200,000 grant in Tranche 1 for phase 1 of the project from Monahan Pl to Second Ave with no local match and \$ 1,650,000 in Tranche 2 for phase 2 from Second Ave to Morse Ave with 25 % local match bringing total funding to \$ 3,400,000. City also received \$ 50,000 funding from CDA in August 2015.

City issued RFP for consultants to plan, design, permits and construction support services in February 2015 and selected DTC in April 2015.

Here is chronology of events:

- City and DTC contract executed on May 12, 2015.
- Design plans to be done by February 12, 2016
- Consultant discovers underground conditions unsuitable for road raising and project costs may be 3 times of the available funding.
- Project on hold in the beginning of 2016.
- City and DOH investigating further course of action and ask the consultant for additional scope of work
- Consultant submits proposal on March 15, 2016.
- DOH approved on May 9, 2016 entire funding to be used for phase 1 from Monahan Place to just south of the Water Pollution Control Plant for a distance of approximately 1000 ft.
- City requests additional funding for the revised scope of work for the consultant.
- DOH approves additional funding on March 24, 2017. City and DTC sign amendment 1 on April 5, 2017. Contract period for design extended to December 31, 2017.
- City applies for permits in March 2018.
- City receives DEEP permit in July 2019 and USACE permit in January 2020.
- Amendment 2 for DTC contract signed on May 6, 2020 and contract extended to February 28, 2021 for phase 1 construction support services.
- City receives funding for phase 2 in 2020 and final application for agreement sent in January 2021.
- Design finalization for phase 2 starts in 2021 and permit application for phase 2 filed with DEEP in March and April 2021 and waiting for approval.
- Several public meetings were held in 2021 as several residents in the area had concerns which were not part of the original consultant agreement.
- City expects to receive permit this month and will go to bid in March 2023.

CONTRACT AMENDMENT No. 3

The contract entered into by the City of West Haven and Diversified Technology Consultants, Inc. (DTC) in May 2015 and amended in April 2017 and May 2020 is hereby amended to cover the additional design services and construction support services for phase 2 of the Beach Street Reconstruction Project as described in the attached letter dated December 16 revised on December 30, 2022 for additional fee of \$287,782. Time of completion detailed in Article 7 of the Agreement and amended in amendment 1 & 2 is extended to March 30, 2024. All other terms and conditions of the prior agreement remain in force.

For DTC

Shay Atluru

President & CEO

DTC

Date

For City of West Haven

Nancy R. Rossi

Mayor

Date



ENGINEER
CONSULT
MANAGE

DELIVERING YOUR PROJECTS WITH INNOVATION & INTEGRITY

December 16, 2022

Rev December 30, 2022

Mr. Abdul Quadir, PE
City Engineer, City of West Haven
355 Main Street
West Haven CT 06516

**RE: Proposal - Additional Services During Design Phase and
Construction Engineering and Inspection
Beach Street Roadway Improvements - Phase 2
DTC Proposal No. 14-462-000**

Dear Mr. Quadir:

DTC is pleased to submit our proposal for Additional Services During Design and Construction Engineering and Inspection Services to be provided to the City for the above referenced project.

Additional Services During Design Phase

After the completion of Phase 1 (Second Avenue to Monahan Place) the public became very interested in Phase 2 (First Avenue to Morse Avenue). This increased interest required addition time and effort unanticipated in our original scope of work, such as:

- Multiple Public Info Meetings (On-site and City Hall)
- Several Analyses of 100-year Flooding at different roadway elevations
- Additional survey to stake the different roadway elevations (PK nails in utility poles)
- Services of a Landscape Architect
 - Photosims at the Park
 - Photosims along Phase 2 roadway
 - Planting Plans / Planter Details for the Sanctuary Parking Lot
- Plan Revision / Details for Architectural Crosswalks (due to public comment)
- Plan Revision / Details for Stairs / ADA Ramp at Municipal Parking Lot (public comment)
- Quantity Computations and Construction Cost Estimate
- Construction Documents
- Submit to DECD and Address Comments
- Request Wage Rates and Advertise for Bidding
- Prepare and Attend Pre Bid Meeting
- Address Bidder's RFI's and Issue Addendum
- Attend Bid Opening
- Tabulate and Review Bids & Recommend for Award

The estimated budget to complete the project to construction is estimated to be \$57,207.

Information contained in this document is proprietary and confidential and may not be disseminated to any party other than the intended recipient without the written consent of DTC.

www.teamdte.com

Construction Engineering and Inspection Services

DTC will provide construction administration and full-time inspection services to ensure that the project is constructed in accordance with the plans and specifications and that the City's overall objectives are met. Services will include, but are not limited to:

- Construction oversight to ensure construction in accordance with the plans and specifications on a daily basis including preparation and submission of Inspection Daily Reports in accordance with City / State requirements
- Coordinate Geotechnical Inspection
- Prepare correspondence related to the project
- Address RFI's (Request for Information) during construction
- Arrange for material testing and review material test results
- Measure and calculate quantities of acceptable work performed
- Preparation of all Change Orders
- Conduct regularly scheduled Job Progress Meetings including recording and distributing minutes
- Representing the City as liaison between the State, federal, and the private sector for specific activities related to the project
- Review and approval of the Contractor's Applications for Payment
- Final Inspection and Punch List

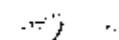
Our project team will include Joseph Whitley, EIT as Chief Inspector and Brian M Skonieczny, PE as Project Manager for construction administration. Both individuals worked on Phase 1 design, inspection and construction administration and are therefore familiar with the project and City requirements. Resumes are available upon request.

The estimated budget to complete the project to construction is estimated to be \$230,575.

Work will be billed at cost plus fixed fee basis not to exceed \$287,782 without prior written consent from the City of West Haven. The attached man-hour/fee spreadsheet details the anticipated level of effort and the associated fee based on our discussions. We look forward to negotiating this work and continuing to work with you and the City of West Haven on this important roadway project.

Should you have any questions, please feel free to contact us accordingly.

Sincerely,



Shay Atluru
President & CEO
Diversified Technology Consultants, Inc. (DTC)

Attachments – Manhour Spreadsheets

Construction Administration and Inspection
PROPOSAL

CONSTRUCTION ADMINISTRATION AND INSPECTION
DIVERSIFIED TECHNOLOGY CONSULTANTS

No.	DESCRIPTION	PROJ MGR	SI ENGR	CHIEF INSPECTOR	INSPECTOR	SECRETARY	TOTAL HOURS
1	CONSTRUCTION ADMINISTRATION						
1a	ATTEND PRECONS TRUCTION MEETING						8
1b	ATTEND BI-WEEKLY PROGRESS MEETINGS						64
1c	RESPOND TO CONTRACTOR'S RFIS						20
1d	REVIEW MATERIALS TESTS						12
1e	REVIEW SHOP DRAWINGS						10
1f	PREPARE CHANGE ORDERS						8
1g	TOTAL HOURS						260
HOURLY RATES		\$70.00	\$60.00	\$60.00	\$30.00	\$30.00	
TOTAL DIRECT TECHNICAL LABOR (DTL)		\$11,200	\$3,600	\$3,600	\$300	\$300	
BUREAU FRINGE OVERHEAD							
PROFIT		1.532%					
TOTAL BEE CONSTRUCTION ADMINISTRATION							\$44,574
Reimbursable Expenses							
Mileage		40 TRIP AT	24 miles RT	at 5	0.625 per mile		600
Miscellaneous							236
TOTAL							\$45,700

TOTAL \$45,700

No.	DESCRIPTION	PROJ MGR	SI ENGR	CHIEF INSPECTOR	INSPECTOR	SECRETARY	TOTAL HOURS
2	BEACH STREET ROADWAY IMPROVEMENTS PH 2						
2a	CONSTRUCTION INSPECTION SERVICES						
2b	PROVIDE EPT INSPECTION PERSONNEL						20
2c	PROJECT START-UP						8
2d	PROJECT CLOSE-OUT AND AS-BUILTS						12
TOTAL HOURS							40
HOURLY RATES		\$70.00	\$60.00	\$60.00	\$45.00	\$40.00	
TOTAL DIRECT TECHNICAL LABOR (DTL)		\$2,800	\$720	\$2,400	\$1,800	\$1,600	
BUREAU FRINGE OVERHEAD AND PROFIT		1.154%					
PROFIT							
TOTAL BEE INSPECTION							\$148,251
Reimbursable Expenses							
Mileage		160 days at	12 miles	at 5	0.625 per mile		1,920 miles
Testing							1,200
Survey							20,000
Geotechnical							5,000
Miscellaneous							10,000
TOTAL							\$184,875

TOTAL \$184,875

GRAND TOTAL CONSTRUCTION ADMINISTRATION AND INSPECTION \$ 230,575

REQUEST FOR QUALIFICATION (RFQ)

BY

THE CITY OF WEST HAVEN

**BEACH STREET RECONSTRUCTION
ENGINEERING SERVICES**

The City of West Haven (hereinafter "City") is requesting qualifications from engineering firms to provide Engineering Services associated with preparing contract plans and documents:

A Background and Intent

The City is planning to reconstruct Beach Street from Monahan Place to Second Avenue, a distance of \pm 1900 ft. This section of road experiences frequent flooding from high tides and storms preventing access to Water Pollution Control Plant located in this section. The City also intends to provide sidewalks on east side of road as well as bike lanes.

The City has received state funding from the Department of Housing under Community Development Block Grant Disaster Recovery (CDBG-DR) for Public Facilities Infrastructure and Planning in the amount of \$1.2 million.

B. Qualifications

Eligible respondents will be those engineering firms that have the following qualifications:

1. Demonstrated experience in providing topographic boundary, Surveys, preparing easement, maps and property boundary surveys
2. Demonstrated experience in preparing contract drawings and Documents for highways, sidewalks and bike lanes.
3. Knowledge of state and federal government regulations as they pertains to highways, sidewalks and bike lanes.
4. Ability to work with municipal, state and federal agencies.
5. Assigned staff must have the necessary experience, organization, technical and professional qualifications, skills and facilities to successfully perform the required services herein under.

C. Scope of Services

While it is anticipated that the exact scope of services pertaining to this RFQ will be developed in conjunction with the selected responsible respondent, it is anticipated that at a minimum, the City is in need of the following engineering services:

1. Performing topographical survey of 1900 ft of roadway and 20 ft beyond the roadway right of way.
2. Performing roadway right of way boundaries.
3. Performing easement mapping where existing right of way is inadequate
4. Performing utilities locations

5. Preparing design plans and documents for reconstructing roadway delineating travel lanes and bike lanes, installing sidewalk with ADA compliant ramps where necessary and cost estimates
6. Submission to the city and state HUD documents at 50% and 90% completion
7. Preparing final bid documents
8. Preparing Inland Wetland permit applications for local and state DEEP permits
9. Preparing Planning and Zoning site plan applications
10. Preparing Flood Plain Management certification
11. Preparing statutory checklist (58-35 (a) activities for categorical exclusion and environmental assessments)
12. Providing bidding assistance.

D. Schedule

The City has established six (6) months to perform this work.

E. Hourly rates and expense schedule for the proposed team members

F. Other Information

I. General Requirements

The original (clearly identified as such) and five (5) paper copies of the response must be received at the following address no later than 11:00 am on January 6, 2015:

Comptroller 's Office
Beach Street Reconstruction
City of West Haven
355 Main Street
West Haven, CT 06516

The name and address of the bidder should appear in the upper left-hand corner of the envelope

Vendors are cautioned that it is the responsibility of each individual to assure that his/her RFQ is in the possession of the responsible official (City of West Haven, Comptroller's Office) prior to the stated time and place of the RFQ opening. The City of West Haven is not responsible for any RFQ delayed by mail or delivery services of any nature.

2. Respondent Information

Please provide the following information:

- a. Firm Name
- b. Permanent main office address
- c. Date firm organized
- d. Legal Form of ownership. If corporation, indicate where incorporated
How many years have you been engaged in services you provide

3. Experience, Expertise and Capabilities

A Summary of Relevant Experience. A listing of projects completed within the last five (5) years of a similar nature to those included in the Scope of Services in this RFO. The following information shall be provided for each organization/project listed under this subsection:

- Organization and the name, title, address and telephone number of a responsible person
- Nature of services provided and dates services started and actually completed.

B Personnel Listing. A complete listing of the staff identified in the work plan by job classification.

C Conflict of Interest. Disclose any current (within the last 3 years) Business, financial, personal or other types of relationships which may pose a conflict of interest.

4. Questions

All questions and communications about this Request for Qualifications and Submission requirements must be directed in writing to Abdul Quadir, City Engineer, 355 Main Street, West Haven, CT 0656 and must be received at the above address or fax (FAX number 203-937-3514) by 12:00 PM on 12/22/14.

Prospective respondents must limit their contact regarding this RFQ to Abdul Quadir or such other person otherwise designated by Abdul Quadir. Written responses to questions submitted in writing by the above date or identified at any information session to be held to this RFQ as well as any changes to amendments to this RFQ will be faxed no later than 4:00 PM 12/29/14 to all those who have submitted questions or who attended any such information session. If you have any procedural questions in this regard, please call Abdul Quadir at 203-937-3577.

5. Evaluation Criteria

The following criteria are expected to be among those utilized in the evaluation process. They are presented as a guide for the respondent in understanding the City's requirements and expectations for this project and are not necessarily all-inclusive or presented in order of importance.

- Proposed scope of services
- Qualifications and experience of personnel to be assigned in the project team
- Ability to provide the services within proposed project schedule time constraints
- Firms' awareness of project's issues, opportunities and constraints
- Project teams composition and experience on similar projects
- Quality and performance of past services
- Hourly fees and expense schedule
- References feed back record.

6. Selection Process

Any contract to purchase order resulting from this RFQ will be based on a multi step process. The first step will be to review and evaluate the qualifications of engineering firms submitted in response to this RFQ. The City of West Haven may elect to have the responses evaluated by a committee as part of making a selection. Next, the City will request fee proposal for complete services based on the Scope of Services and arrange for interviews. Final selection will be made based on the fee proposals and interviews.



CITY OF WEST HAVEN, CONNECTICUT
DEPARTMENT OF FINANCE

203 937-3620 PHONE

DATE: 5/19/15

TO: Abdul Quadir – City Engineer

FROM: DEPARTMENT OF FINANCE

We are sending you Herewith: Under separate cover _____

No. of Copies:


1

Item

Signed contract re: RFQ Professional Services
For Design of Beach ST Roadway Improvements for
Diversified Technology

REMARKS: for your records

Transmitted by:


Darlene Petersen
Secretary

**AGREEMENT
BY AND BETWEEN THE
CITY OF WEST HAVEN
AND
DIVERSIFIED TECHNOLOGY CONSULTANTS, INC.
FOR PROFESSIONAL ENGINEERING SERVICES**

This Agreement, made this 19TH day of May, 2015 by and between the City of West Haven, a municipal corporation organized and existing under the laws of the State of Connecticut, with offices located at City Hall, 355 Main Street, West Haven, Connecticut 06516 (hereinafter referred to as the "City") and Diversified Technology Consultants, Inc., a corporation organized and existing under the laws of the State of Connecticut and an engineering firm licensed to practice professional engineering in Connecticut under the provisions of Section 20-306a of the General Statutes of the State of Connecticut, and having a business address of 2321 Whitney Avenue, Suite 301, Hamden, CT 06518 (hereinafter referred to as the "Engineer").

ARTICLE 1 CONTROL OF WORK

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

ARTICLE 2 DESCRIPTION OF WORK

The City hereby engages the Engineer and the Engineer hereby agrees to perform the services outlined in the Engineer's proposal attached hereto and incorporated herein as Exhibit A. The Engineer covenants and agrees that it will perform its services under this Agreement in accordance with the highest standard of care of its profession. The Engineer shall assume full and complete responsibility for the accuracy of all products of its services and that of any subconsultants utilized under this Agreement. The Connecticut Professional Engineer's Seal of each Engineer used to perform services under the terms of this Agreement affixed on the title sheet(s) of all plans and/or documents.

In performing the services required under this Agreement, plans, designs and other documents submitted by the Engineer shall conform to all applicable provisions of Federal, State and local laws and regulations, especially those requirements necessary to obtain funding reimbursements and/or approval of the design documents from governing bodies having authority over the subject project.

In providing the services required under this Agreement, the Engineer shall meet with staff representatives of the City as often as reasonably necessary and shall also be available upon request to meet and consult with members and staff of the various departments of the City, and with other persons or entities, including Federal or State officials.

All plans, drawings and documents prepared by the Engineer pursuant to this Agreement shall be submitted to the City for review and approval. The City shall review materials submitted by the

Engineer within thirty (30) calendar days. In the event the City disapproves of any of the submitted materials, or any portion thereof, or requires additional, modified or substituted material in order to properly review the submission, the Engineer shall revise such disapproved work and submit the revised, additional, modified or substituted materials to the City for its review and approval, which approval shall not be unreasonably withheld. Such revisions shall be performed by the Engineer at its sole cost if the submitted materials are disapproved due to the negligence of the Engineer; or the failure of the Engineer's work to conform to the highest standards within the profession; or the failure of the Engineer's work to conform to the applicable provisions of federal, state and local laws; or the failure of the Engineer's work to conform to the scope of services described in Exhibit A.

All of the materials prepared by the Engineer under this Agreement, including any partially completed documents, shall be the sole and exclusive property of the City. The Engineer shall label all drawings and documents accordingly.

ARTICLE 3 SITE INVESTIGATION/INFORMATION NOT GUARANTEED

The City shall provide the Engineer with all information in its possession regarding requirements for the subject project and shall use its best efforts to obtain such other information as is needed by the Engineer in order to perform the services required under this Agreement. If necessary, the City shall assist the Engineer in obtaining any other additional information that the Engineer requires. However, the City shall not be responsible for and shall not warrant the accuracy or content of any of the information or data set forth in the documents that it provides or assists the Engineer in obtaining. The Engineer expressly agrees that it shall make no claim against the City for any alleged damages arising out of the information or data provided or obtained by the City. The Engineer shall be responsible at its own expense to make all necessary field inspections and to perform such other tasks needed to verify all information provided or obtained by the City.

The City shall provide the Engineer with reasonable access to all areas within the subject project.

ARTICLE 4 CONTRACT AMOUNT

The City shall compensate the Engineer for the satisfactory performance of the professional services set forth in Article 2 and Exhibit A in a total amount not to exceed **One hundred fifty eight thousand two hundred Dollars (\$158,200.00)**. Reimbursable costs directly related to the Engineer's services shall not be reimbursed by the City without specific prior written approval of the Director.

ARTICLE 5 PROGRESS PAYMENTS

For engineering services performed under this Agreement, the City shall make payments to the Engineer on the basis of itemized invoices, certified by a principal of the Engineer, setting forth the services performed and the percentage completion of the subject project that has been accomplished by the services covered by the invoice. The City may, prior to making any

payment under this Article, require the Engineer to submit such additional information as is reasonably necessary to substantiate the requested payment.

When the City shall have reasonable grounds for believing that:

- (1) The Engineer will be unable to perform the services required under this Agreement fully, professionally, and satisfactorily within the time fixed for performance; or
- (2) A meritorious claim exists or may exist against the Engineer or the City arising out of the negligent acts, willful misconduct, wanton acts, or errors or omissions of the Engineer, its agents, servants or employees, or the Engineer's breach of any provision of this Agreement;

then the City may withhold payment of any amount otherwise due and payable to the Engineer hereunder. Any amount so withheld may be retained by the City for such period as it may deem advisable to protect the City against any loss and may, after written notice to the Engineer, be applied in satisfaction of any claim herein described. This provision is intended solely for the benefit of the City, and no person shall have any right against the City or claim against the City by reason of the City's failure or refusal to withhold monies. No interest shall be payable by the City on any amounts withheld under this provision. This provision is not intended to limit or in any way prejudice any other right of the City.

ARTICLE 6 FINAL PAYMENT

After completion of all components of the subject project, the Engineer shall submit an invoice for one hundred percent (100%) completion of the engineering services under this Agreement. Compensation previously paid shall be adjusted to reflect additions or deductions based upon final accounting of all invoices for work performed in accordance with this Agreement. Acceptance by the Engineer of final payment for the services performed under this Agreement shall constitute the Engineer's full and complete release of the City, its officers and agents, of all claims, demands and liabilities related to this Agreement.

ARTICLE 7 TIME FOR COMPLETION

The Engineer shall not commence performance of any services, nor shall it incur any charges in connection therewith, until such time as it receives written authorization from the Director to do so. Upon receipt of such notice to proceed, the Engineer shall immediately commence work and diligently perform same. This Agreement shall remain in full force and effect, unless earlier terminated, until the documents prepared under this Agreement have been accepted by the City, which acceptance shall not be unreasonably withheld.

The Engineer shall complete the services to be performed under Article 2 and Exhibit A in 9 calendar months from the date of this Agreement first written above. The City may, by a signed written statement, extend the time for performance of the services hereunder when the work has been delayed for reasons beyond the control of the Engineer.

ARTICLE 8 LIQUIDATED DAMAGES

Time is of the essence. The Engineer hereby acknowledges and agrees that timely completion of the Project is necessary if the City is to avoid damages, additional costs and inconveniences that would be impossible or extremely difficult to accurately quantify. In light of the foregoing, if the Engineer fails to complete the Work within the time specified in Article 7, then the sum of One hundred Dollars (\$100.00) per calendar day shall be deducted from any monies due or that otherwise may become due the Engineer.

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

ARTICLE 9 CHANGES TO THE WORK

The City may, from time to time, request changes in the scope of services to be performed by the Engineer hereunder. Any such change, including any increase or decrease in the services to be performed and the corresponding amount of compensation to be paid therefor shall be mutually agreed upon by and between the City and the Engineer, and shall be incorporated in a written amendment to this Agreement signed by both parties.

Additional services beyond the scope of this Agreement shall be performed by the Engineer only with the prior written authorization of the Director. In the event the Engineer does not obtain permission of the Director for any additional service, the City shall not be liable to the Engineer for the cost of any such service.

The Engineer agrees that, should the scope of the services under this Agreement be reduced, such reduction will be reflected in a commensurate reduction of the compensation paid to the Engineer hereunder.

ARTICLE 10 DOCUMENT RETENTION

The Engineer agrees that it shall preserve all of its records and accounts concerning the performance and implementation of this Agreement for a period of eight (8) years after final payment is made under this Agreement. If any litigation, claim or audit, directly or indirectly pertaining to the subject project or the Engineer's services in connection therewith, is started before the expiration of the eight (8) year period, the records shall be retained until all litigations, claims or audit findings involving the records have been finally resolved.

ARTICLE 11 DISPUTE RESOLUTION

If the Engineer encounters a situation for which it believes it is due additional compensation, the Engineer shall submit notice of its claim, in writing, to the City within thirty (30) days following the occurrence of an event giving rise to the claim or within thirty (30) days after the Engineer first acquires knowledge or information concerning the claim, whichever occurs later to the extent that such knowledge or information could not have been reasonably obtained earlier. The written notice of claim shall describe the nature of the claim, the events or circumstances that

gave rise to the claim with reasonable detail, and the amount thereof to the best of the Engineer's information.

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

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

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

ARTICLE 12 TERMINATION OR SUSPENSION

The City may at any time, and for any reason, direct the discontinuance of the services contemplated under this Agreement for a period of time. Such direction shall be in writing and shall specify the period during which the services shall be discontinued. The services shall be resumed on the dates specified in such direction, or upon such other date as the City may thereafter specify in writing.

The period during which such services shall have been discontinued shall be deemed added to the time for performance. In the event that the City directs the discontinuance of the services hereunder for a period of time in excess of one (1) year, through no fault of the Engineer, the parties may negotiate an adjustment in the fees payable hereunder due to a rise in the cost of performance. Discontinuance of services under this Article shall not give rise to any claim against the City.

The City may at any time and for any reason terminate this Agreement for convenience by written notice specifying the termination date, which shall be not less than seven (7) days from the date such notice is given. In the event of such termination, services shall be paid for in such amount as shall compensate the Engineer for the portion of the services satisfactorily performed prior to termination. Such amount shall be fixed by the City after consultation with the Engineer. Termination under this section shall not give rise to any claim against the City for damages or for compensation in addition to that provided hereunder.

In the event that the City determines that there has been a material breach by the Engineer of any of the terms of this Agreement, or that the Engineer refuses or has failed to perform the required services or any part thereof in a timely, professional and diligent manner as will insure its

completion in accordance with the requirements hereof, the City has the right, power and authority to terminate this Agreement for cause upon providing the Engineer three (3) days written notice. By the terms of this Agreement, the City may, but is not obligated to, provide the Engineer with the opportunity to cure the breach before the termination becomes effective. In the event the City terminates the Agreement for cause, the Engineer shall be obligated to pay the City for any losses, damages, costs and expenses, including attorneys' fees, sustained or incurred thereby.

For the purpose of completing the subject project, the City may take possession of and use or cause to be used any and all documents, plans and specifications or other items that may have been used or drawn up in connection with the performance of this Agreement. This right is in addition to any other right or remedy the City may otherwise have.

In the event of a termination for cause, all costs, expenses, losses, damages, attorneys' fees, and any and all other charges incurred by the City under this Agreement shall be charged to the Engineer and deducted and/or paid by the City out of any monies due or payable or to become due or payable under this Agreement to the Engineer. If any such costs shall exceed the sum due or to become due to the Engineer, the Engineer shall pay the excess amount to the City. In computing the amounts chargeable to the Engineer, the City shall not be held to a basis of the lowest prices for which the completion of the services or any part thereof, but it shall charge to the Engineer, and the Engineer shall be liable for all sums actually paid or expenses actually incurred in affecting prompt completion of the subject project hereunder. The City's rights described herein are in addition to any other rights and remedies provided by law.

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

ARTICLE 13 INDEMNIFICATION

The Engineer shall indemnify, defend and hold harmless the City, its officers, agents, servants and employees, from and against any and all claims, demands, suits, proceedings, liabilities, judgments, losses, costs or damages, including reasonable attorneys' fees that may be related to or due in any way to the acts or omissions of the Engineer, its employees, representatives, agents, or subconsultants, in connection with the performance of or the failure to perform the services under this Agreement including any amendments and supplements hereto regardless of whether the Engineer was negligent. The provisions of this paragraph shall survive the expiration or early termination of this Agreement; shall be separate and independent of any other term or provision of this Agreement; and shall not be limited by reason of any insurance coverage.

The failure of the plans, designs or documents to conform to applicable laws, regulations and professional standards shall be considered negligence on the part of and a breach by the Engineer for purposes of this Agreement.

ARTICLE 14 INSURANCE

Prior to commencing any services hereunder, the Engineer shall secure at its own cost and expense, insurance coverage in the amounts and of the types listed below. Such insurance coverage shall be maintained continuously as is commercially available until the completion of the Engineer's services hereunder, except in the case of Errors and Omissions coverage which shall be maintained for eight (8) years after final completion.

Liability Insurance. The Engineer shall, with respect to the operations the Engineer performs under the terms of this Agreement and also those performed for it by subconsultants, carry for the duration of this Agreement and any supplements thereto, with the City being named as an additional insured party, the following minimum liability insurance coverage. Said coverage is to be provided by an insurance company or companies satisfactory to the City. Each insurance policy shall state that the insuring company shall agree to investigate and defend the insured against all claims for damages, even if groundless.

Liability insurance providing for a total limit of One Million Dollars (\$1,000,000.00) for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence.

The operation of all motor vehicles, including those hired or borrowed, used in connection with this Agreement shall be covered by Automobile Liability Insurance in the following amounts: Insurance providing for a total limit of One Million Dollars (\$1,000,000.00) for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence.

Valuable Papers Insurance. The Engineer shall secure and maintain until the complete design has been accepted by the City, and until all original tracings, design computations, survey data, and other documents or data have been returned by the City, a Valuable Papers insurance policy to assure the City that all records, papers, maps, statistics, survey notes, all tracings, design and other data or documents related to the subject project will be reestablished, recreated or restored if made unavailable by fire, theft, or any other cause. When survey data is furnished by the City, the Engineer shall retain in its possession duplications of all survey plans and field notes.

The Engineer shall retain in its possession duplications of all products of its services under this Agreement if and when it is necessary for the originals to be removed from its possession during the time that this policy is in force. This policy shall provide coverage in the amount of Seventy-five Thousand Dollars (\$75,000.00) when the insured items are in the Engineer's possession and in the amount of Twenty Thousand Dollars (\$20,000.00) regardless of the physical location of the insured items.

Errors and Omissions. The Engineer shall carry Errors and Omissions Insurance (Professional Liability Insurance) protecting against liability for work performed during the course of this Agreement in the minimum sum of Five Hundred Thousand Dollars (\$500,000.00). Said policy shall remain in full force and effect from the date of this Agreement for a period of eight (8) years after the work has been accepted by the City or, if this Agreement is amended to include

additional work to be performed by the Engineer, for eight (8) years following the acceptance of the completed design or any other work called for by such Amendment, subject to the continued commercial availability of such insurance. It is understood that the amount of coverage and period of coverage for this Project under such insurance policy may not be changed, except upon the prior written approval of the City.

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

All insurance shall be taken out and maintained at no cost or expense to the City and the Engineer shall be responsible for the full amount of any deductible.

It is understood that the above insurance may not include standard liability coverage for pollution and/or environmental impairment. However, the Engineer agrees to acquire and maintain pollution and environmental impairment coverage as part of this Professional Liability Insurance if such insurance is applicable to the services to be performed by the Engineer under this Agreement, as soon as such coverage is available.

Failure of the Engineer to maintain insurance coverage in accordance with the terms of the Agreement shall not relieve the Engineer of its obligation to defend and indemnify the City from any and all claims arising out of the any act or omission of the Engineer.

ARTICLE 15 SUBCONTRACTING

The Engineer shall not subcontract any of the services to be performed by it under this Agreement without the express prior written approval of the Director, which approval shall not be unreasonably withheld.

In the event that the City approves of the hiring of subconsultants, the Engineer shall be as fully responsible to the City for the acts and omissions of the subconsultants as it is for the acts and omissions of its direct employees and shall require any subconsultants approved by the City to agree in its contract to observe and be bound by all obligations and conditions of this Agreement to which the Engineer is bound.

ARTICLE 16 SERVERABILITY

In the event that any provision of any part of a provision of this Agreement shall be determined to be superseded, invalid, illegal or otherwise unenforceable pursuant to applicable law by an authority having jurisdiction, such determination shall not impair or otherwise affect the validity, legality, or enforceability of the remaining provisions or parts of provisions of this Agreement, which shall remain in full force and effect as if the unenforceable provision or part were deleted.

ARTICLE 17 ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties hereto. No oral representations or other agreements have been made by the City except as stated in the Agreement. This Agreement may not be changed in any way except as herein provided, and no term or provision hereof may be waived by the City except in writing signed by its duly authorized officer or agent.

ARTICLE 18 NOTICES

All notices of any nature referred to in this Agreement shall be in writing and sent by registered or certified mail, postage prepaid, to the respective addresses set forth above or to such other addresses as the respective parties hereto may designate in writing.

ARTICLE 19 PROVISIONS REQUIRED BY LAW

Each and every provision and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though such provisions and clauses were included herein. If, through mistake or otherwise, any such provision is not inserted or is not correctly inserted, then upon the written consent of the parties, this Agreement shall forthwith be physically amended to make such insertion.

ARTICLE 20 CORPORATE RESOLUTION

The Engineer represents to the City as follows:

That the Engineer is a legally existing business entity under the laws of its respective states of recording and has not previously filed, nor is presently contemplating filing, nor has received notice of a petition of, nor contemplates receiving notice of a petition of, bankruptcy, liquidation, receivership or any other action for the protection of creditors or debtors;

That the Engineer has the financial resources to complete the work required by this Agreement;

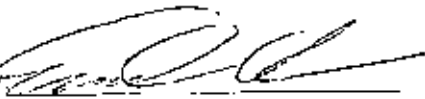
That the Engineer has, and has exercised, the required power and authority and has complied with all applicable legal requirements necessary to adopt, execute and deliver this Agreement and to assume the responsibilities and obligations created hereunder; and

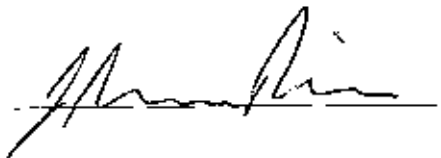
That this Agreement is duly executed and delivered by an authorized individual, in accordance with such individual's powers to bind the organization hereunder, and constitutes a valid and binding obligation enforceable in accordance with its terms, conditions and provisions.

IN WITNESS WHEREOF, the City and the Engineer have duly executed this agreement on the day and year first above written.

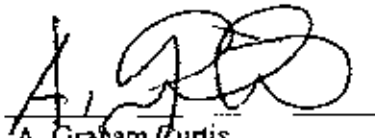
Signed, Sealed and Delivered
in the Presence of:

CITY OF WEST HAVEN

By: 
Edward M. O'Brien
Its Mayor
Duly Authorized

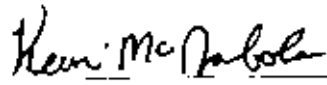

Eileen Chelso

**DIVERSIFIED
TECHNOLOGY CONSULTANTS, INC**

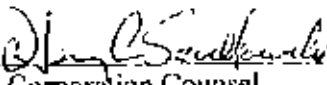
By: 
A. Graham Curtis
Its Chief Operating Officer
Duly Authorized

(Affix corporate seal of Engineer if a corporation)

APPROVED AS TO AVAILABILITY OF FUNDS:

By:  Date: 5/12/15
Comptroller

APPROVED AS TO FORM:

By:  Date: 5-6-15
Corporation Counsel

Rev. 8/4/2008



February 19, 2015
Revised April 29, 2015

Mr. Abdul Quadir, PE
City Engineer
City of West Haven
355 Main Street
West Haven CT 06516

EXHIBIT A

RE: DTC Proposal for Professional Services
Design of Beach Street Roadway Improvements
DTC No.: 14-462-000

Dear Mr. Quadir:

Diversified Technology Consultants (DTC) is pleased to submit the following proposal for consulting services regarding the proposed improvements to Beach Street for the City of West Haven, CT.

The proposal details DTC's scope and fee for the design, as we understand it from our review of the information provided and our discussions. We hope that you will provide us with your comments so that any modifications can be discussed and made immediately.

Details of our proposal are as follows:

Background

This project involves raising the elevation of Beach Street between Monahan Place and Morse Avenue, a distance of approximately 3,800 feet. The Project involves elevating Beach Street above the latest published FEMA 100 year flood elevation, as well as transitions for side streets, parking areas, and driveways. Topographic and Right of Way survey, Geotechnical investigation and reporting, and regulatory permitting are also included in this scope of work. All work will be done in AutoCAD using English Units and Microsoft Word and Excel.

Scope of Work

The scope of DTC's proposal includes the following tasks:

1. **SURVEY**
 - a) Topographic Mapping

Perform field survey to establish Class A-2 baseline with ties. Level loop and benchmarks will be established per Class V-2 standard. Topography will be in accordance with Class T-2 standards. Conduct location survey to establish existing pavement; curbing; sidewalk, other pertinent surface features,

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utilities; drainage facilities with elevations of top of frames; inverts, guiderail; walls; fencing. Survey limits will extend a minimum of 20 feet beyond the existing Beach Street right-of-way on each side of the road. Limits will also include intersections, side roads, and immediately adjacent properties as necessary to cover the needs of the design.

Vertical data will be based on NAVD (1988) and horizontal data will be based on Connecticut grid system if control is within one-half mile of the project. Cross sections will be surveyed at side streets and driveways as necessary for design of transition sections. Survey work will consist of:

- 1) Setting horizontal control
- 2) Setting vertical control
- 3) Researching records, deeds
- 4) Field delineation and survey location of State and Federal inland wetland limits
- 5) Topographic survey and field edit
- 6) Field location of monuments and iron pins/pipes when found
- 7) Research information for public utilities and field locate visible and accessible utility features such as utility poles, manholes, catch basins, utility valves, CBYD markings, etc.
- 8) Prepare a map showing horizontal and vertical control and ties
- 9) Perform field and office edit
- 10) Prepare topographic base map
- 11) Coordination and meetings
- 12) Four copies of the survey mapping will be provided as part of this task

b. Boundary Survey:

Street lines and abutting property lines will be compiled from available records and evidence found in the field. Property owners' names shall be obtained from City records.

c. Easement & Taking Maps

In support of the Final Design effort, prepare draft easement/taking maps for properties affected by the proposed design. After review by the City and coordination with City Attorney, prepare final easement/taking maps for use by the City in the City's coordination and negotiations with effected property owners. This task assumes a maximum of five (5) easement or taking maps certified to Class D standards.

2. FIELD INVESTIGATIONS

- a) Perform subsurface investigation consisting of borings and preparation of a report discussing findings of the field investigations as well as recommendations for design of the proposed roadway embankment and pavement section. This proposal is based on nine (9) soil borings performed throughout the two project phases with a total boring depth of approximately 150 vertical feet over two days of drilling.
- b) Perform TV inspection of three existing cross culverts and based on field observations make recommendations as to existing conditions, and any required repairs or reinforcement needed to support the additional loads introduced by the elevated roadway section.

3. PRELIMINARY DESIGN (30%)

The preliminary design effort will include the following:

- a) Review a maximum of four options for typical roadway cross sections covering the proposed roadway, snow shelf, sidewalks, bike lanes, and embankment slopes for discussion with the City. It is recognized that depending on surroundings more than one typical section may be needed along the length of the project limits. After initial discussions on section options, a conceptual plan will be developed detailing the application of these sections to the overall project limits. The final 30% design plans will be developed based on City approval of this conceptual plan.
- b) Research available FEMA studies, reports, and back-up data to help define the limits and methods of computation for the FEMA established Limit of Moderate Wave Action line shown on their mapping. Based on this research, reevaluate the existing FEMA Transect (17) computations to determine the potential effects of the project activities on the limits of the Moderate Wave Action line. The goal is to understand how the proposed elevated roadway will potentially effect the delineation of this Moderate Wave Action line, and the flood elevations associated with it. If relocation of this line waterward is possible, it might allow lowering of the roadway elevation saving money and reducing access impacts to surrounding properties. The results of this research and computations will be summarized on a letter report for discussions with the City, CT DEEP, and CT DOH.
- c) Prepare Typical Cross Sections.
- d) Prepare draft horizontal alignment.
- e) Prepare draft vertical alignment.

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- f) Prepare drainage computations and show drainage design features on the plans covering roadway and offsite drainage flow collection and conveyance.
- g) Prepare title sheet; index plan; preliminary roadway plans and profiles showing ROW lines, abutting property lines, existing pavement, drainage, utilities, guiderail, sidewalk, curbing, walls, fencing, face of buildings, steps to buildings, and doorways to buildings, pavement marking and signing plans.
- h) Prepare critical cross sections.
- i) Prepare conceptual Maintenance and Protection of Traffic plans and draft Maintenance and Protection of Traffic special provision.
- j) Compute preliminary quantities and develop conceptual level construction cost estimate. One estimate will be prepared for each of the two project phases
- k) Coordinate with utility companies and attend utility meeting. Supply plans to utility companies for their review
- l) Coordinate the project and attend meetings with the City (2 anticipated).
- m) Submit Preliminary Design to City. Four (4) sets of the 30% submission are assumed as part of this task

4. REGULATORY APPROVALS

- a) Assist the City with preparation of applications for City of West Haven Planning and Zoning (Coastal Area Management and 824 Referral), and Inland Wetlands Commission Approval. DTC will attend one meeting per Commission to present the project and answer any questions.
- b) Prepare CT DOH standard NEPA/CEPA screening report with detailed back-up information.
- c) Assist the City with preparation of applications under CT DOH/DEEP Flood Management Certification (FMC) and FMC Exemption programs. Coordination with DOH/DEEP will be provided during the review process. If required, coordination, preparation, and attendance at any required public hearings associated with this process will be performed for an additional fee on an hourly basis.
- d) Perform a CT DOT Standard Task 110 Corridor Land Use Evaluation Study to cover the limits of both phases of the project.

5. FINAL DESIGN (100%)

Prepare design drawings for the roadway improvements including:

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- a) Incorporate Preliminary Design comments received from the City.
- b) Finalize horizontal and vertical geometry.
- c) Prepare/update design drawings for the proposed improvements including
 - 1) Title Sheet
 - 2) Detailed Estimate Sheet(s)
 - 3) Index Plan
 - 4) Plan Sheets including sedimentation control and drainage facilities
 - 5) Profile Sheets
 - 6) Typical Sections
 - 7) Intersection Grading Plans
 - 8) Miscellaneous Detail Sheets
 - 9) Maintenance and Protection of Traffic Plans
 - 10) Signing and Pavement Marking Plans and details
 - 11) Baseline and Tie Sheets
 - 12) Boring Location Sheets
- d) Coordinate with Utilities
- e) Update quantity and cost estimates
- f) Prepare Specifications. Two bid forms will be provided in the final specification set to cover each of the two construction phases.
- g) Submit Final Plans, Specifications and Estimate. Fifteen (15) sets of the Final submission are assumed as part of this task for bidding purposes.
- h) Coordinate the project and attend meetings with the City (2 anticipated).

6. BIDDING SERVICES

- a) Provide assistance to the City in public bidding to include attendance at a pre-bid meeting, answering contractor Requests for Information (RFI), preparing necessary addenda, reviewing bids received, and making a recommendation of award.

7. CONSTRUCTION SERVICES

- a) Provide assistance to the City on general construction administration services including:
 - 1) Attendance at pre-construction meeting

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- 2) Review of Contractor shop drawings
 - 3) Attendance at periodic construction progress meeting (number of meetings to be determined)
 - 4) Performing periodic site inspections (number of inspections to be determined)
 - 5) Addressing Contractor Requests for Information (RFI)
 - 6) Preparing any necessary change orders
 - 7) Reviewing Contractor requisitions for payment
- b) Providing full time construction inspection/resident engineering services

8. SCOPE LIMITATIONS

The following scope limitations apply to the above Scope of Work:

- a) Construction will be bid and executed under a single GC type contract.
- b) Except as noted, provisions for environmental investigation, management, handling or disposal of controlled, contaminated, or hazardous soils or groundwater is not included in this proposal but can be provided if necessary for an additional fee.
- c) All permit application fees and other related fees will be paid by others
- d) The services of a biologist, ecologist, soil scientist/wetland specialist, or other environmental specialist in performing any required environmental investigations, studies, or assessments of the existing site or potential development impacts unless otherwise indicated in the Scope of Work is not included, but can be provided for an additional fee.
- e) Pedestrian lighting and traffic signalization is not required. Roadway lighting will be provided via utility pole mounted mast arms with cobra head fixtures to replicate existing street lighting.
- f) Performing test pits of existing utility lines as well as field location of underground utilities via ground penetrating radar, line tracing, or other methods is not included in this Scope of Work, but can be provided for an additional fee.
- g) Analysis of potential impacts to existing utility lines cannot be accurately determined at this time. As such, unless otherwise noted analysis and design of any required existing utility support, reinforcement, replacement, or redesign is not included in this scope of work, but can be provided for an additional negotiated fee.

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- h) Application to FEMA under a CLOMR or LOMR to formally change the regulatory flooding limits as a result of the proposed improvements is not included, but can be provided for an additional agreed upon fee.
- i) Traffic study and traffic impact assessment is not included in this Scope of Work, but can be provided for an additional negotiated fee.
- j) It is assumed that no structures will need to be demolished as part of this road widening effort. As such, no provisions are assumed to be necessary in this design to detail any such structure demolition or relocation.

Schedule

DTC will complete the proposed Scope of Work in accordance with the following schedule:

<u>Task</u>	<u>Task Duration</u>
Survey	6 weeks from NTP
30% Design Plans	8 weeks from completion of Survey
100% Design Plans	12 weeks from City Review of 30% Design

DTC Proposed Project Staff

DTC's efforts will be led by J. Andrew Bevilacqua, P.E. Mr. Bevilacqua has nearly 28 years of experience in design of a wide range of Civil Engineering projects with a focus on Municipal roadway and drainage projects throughout Connecticut. He is currently working with the City on the Cove River Channel Repair project, and has managed or contributed to numerous other projects in West Haven. A graduate of the University of New Haven, and a nearby Milford resident, Mr. Bevilacqua has most recently managed DTC's efforts on the CDBG-DR Sandy project, under contract with the State Department of Housing. Under this program, DTC has performed assessments and designed and overseen construction of repairs to over 30 Sandy damaged properties in the New Haven region.

Mr. Bevilacqua will be supported by an experienced team of DTC Professionals hand selected for this project including the following:

- Michael Errickson, P.E.
- Sean Laudati, P.E.
- Eric Zawatski, EIT
- John Treichel
- Glen Martin, ASLA
- Ethan Stewart, Certified Soil Scientist

DTC's team will be supported by the following subconsultants:

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- **Alta Planning + Design** will provide support in streetscape, ADA, pedestrian and bicycle access
- **B&B Engineers/Accurate Land Surveying** will provide topographic and boundary survey, and easement/taking maps
- **Welti Associates, PC** will perform soil borings and prepare the Geotechnical Report

DTC Fee Proposal

DTC will perform the above described Scope of Work for the fees detailed below:

<u>Task No.</u>	<u>Task Name</u>	<u>Basis</u>	<u>Fee</u>
1	Survey	Lump Sum	\$ 13,600
2	Field Investigations	Lump Sum	\$ 12,600
3	30% Design	Lump Sum	\$ 38,000
4	Regulatory	Lump Sum	\$ 39,000
5	100% Design	Lump Sum	\$ 51,800
6	Bidding Services	Lump Sum	\$ 3,200
7	Construction Services	TBD	\$ TBD
			\$158,200

Any work required beyond the above described Scope of Work will be considered Extra Work, and will be performed at an agreed upon additional fee. No Extra Work will be performed without prior written approval by the City of West Haven

We appreciate the opportunity to present you with the above proposal, and look forward to the opportunity to work together with you again on this important project for the City of New Haven. If you have any questions on this proposal, or would like to meet to discuss our project approach, please contact the undersigned.

Sincerely,



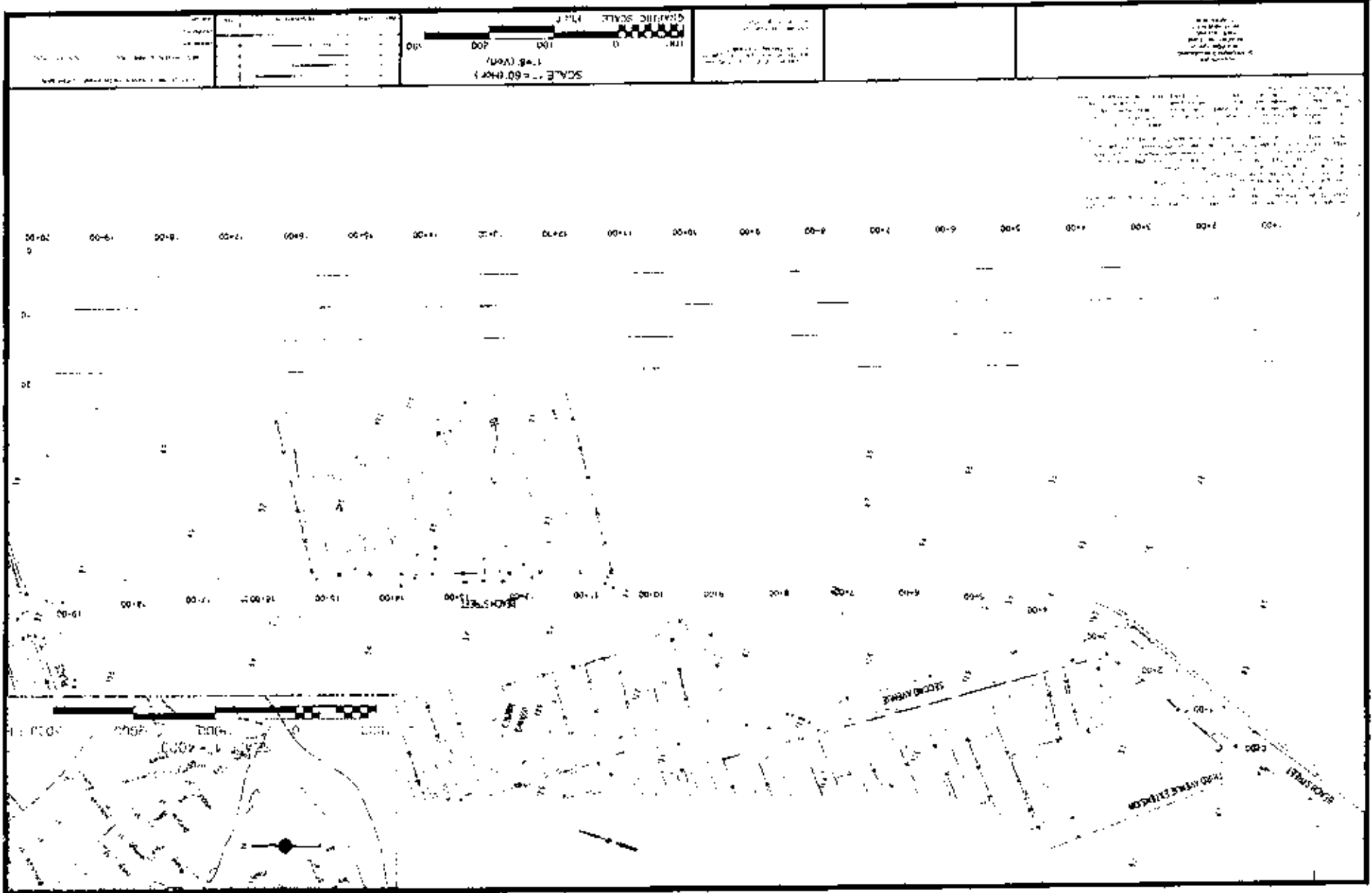
A. Graham Curtis, P.E., LEED AP
Chief Operating Officer
Diversified Technology Consultants, Inc.

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May 26, 2016

Revised: March 15, 2017

Mr. Abdul Quadir, PE
City Engineer
City of West Haven
355 Main Street
West Haven CT 06516

RE: DTC Proposal for Professional Services
Proposed Contract Amendment
Beach Street Roadway Improvements
DTC No.: 14-482-000

Dear Mr. Quadir:

As you are aware, several issues have prevented DTC from proceeding with the 100% design submission including:

- Resolution of City concerns over survey datum
- Resolution of project budget concerns and direction from the City on how to move the project forward.
- Receipt of comprehensive City comments on DTC's 30% design submission

It appears that resolution has been reached on the first two issues, and the City is ready for DTC to proceed with completing the project.

As you know, the scope of this project has changed since the submission of our original proposal, resulting in additional work for DTC. Details of these unanticipated scope items has already, and will continue to affect DTC's design budget allocations. In order to reach a fair and equitable resolution of these issues, DTC is providing the following proposed contract amendment for your consideration.

Scope of Work

1. **Additional Survey, Design, and Coordination**
 - a) On multiple occasions during the 30% design process, the City had expressed concerns over the vertical datum utilized by DTC's survey subconsultant. Based on data contained in the City aerial mapping, and other survey and mapping information in the City's possession, the City felt that DTC's survey datum was too low. This perception resulted in DTC's design reflecting considerably deeper fill sections than originally anticipated by the City, as well as considerably greater associated construction costs. In order

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to properly address these concerns, DTC provided the following additional services:

- DTC's original survey consultant ALS rechecked their survey calculations, and performed additional field reconnaissance including field verification of existing bench marks, additional field spot checks of survey control and topographic points, and coordination with outside GPS experts as well as the original aerial survey firm responsible for preparation of existing City aerial mapping. Results of this investigation did not indicate any ALS survey discrepancies, but did expose potential accuracy issues with the City aerial mapping in this area.
- Subsequent to this verification effort, the City continued to express concerns over the survey accuracy. In an attempt to finally settle the matter, DTC contracted with an independent surveyor who also performed confirmation field checks of the original survey work.

The results of this process indicated no significant discrepancies between the original survey work and the verification survey effort. As an additional check, the Assistant City Engineer at the time also performed an independent review utilizing City survey level and GPS equipment. Results of this effort were consistent with the original results.

- b) Due to a number of factors, the overall projected construction cost of the project greatly exceeded the City's \$3,500,000 budget. In an attempt to lower construction costs, DTC was requested by the City to evaluate numerous value engineering changes that departed from our original understanding of the project's goals and objectives. In evaluating these changes and their cost impacts, DTC had make significant revisions to our 30% design. Changes that were evaluated including lowering the roadway top elevation below the agreed upon FEMA flood level, increasing potential public and private property impacts by eliminating costly retaining walls, and modifying the layout and configuration of proposed sidewalks and bicycle paths. As a result of several rounds of this VE process, DTC was able to reduce our projected construction costs of the project by several million dollars. However, these reductions were not sufficient to reduce construction costs to a level consistent with the City's project budget
- c) Due to the above survey and budgal concerns, the project schedule has been extended by nearly six months over the schedule presented in DTC's original design proposal. During the course of this extended schedule, DTC continued to incur costs associated with overall project management, and continued coordination with the City.

2. Expansion of Project Scope of Work

- a) DTC's original design proposal was based in part on a City provided project construction budget in the range of \$3,500,000. In order to meet the City's

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design objectives, DTC's 30% design and associated construction cost estimate exceeded \$10,000,000. Although the overall project limits were not significantly changed, the design assumptions made in preparation of DTC's original design proposal anticipated a much smaller and simpler project than what was presented in our 30% design submission. Complications realized in the 30% design effort included

- Significantly more required fill material to reach the design objectives
 - The need for extensive retaining wall structures to limit the impacts of this increased fill on neighboring public and private properties and environmentally sensitive areas
 - The need for specialized treatment for fill over excessively poor subsoil material
 - More extensive drainage issues associated with a higher roadway section.
- b) DTC's original proposal had assumed that the project would be bid and built in a single construction phase. Although the City has always divided the project into two distinct phases, our understanding was that this division was to more easily differentiate costs for funding considerations. Dividing the project into two distinct bidding packages will require DTC to produce two full and independent sets of complete design plans and specifications, and participate in two distinct bidding processes.

3. Special Studies for State Identified Threatened and Endangered Species

- a) DTC's original design proposal excluded any special studies requiring the services of a Biologist or Ecologist. As a result of CT DEEP's evaluation of the Natural Diversity Data Base (NDDB) in the vicinity of the project, two species of concern have been identified. DEEP has requested that a field assessment be performed to identify the limits of *Sporobolus cryptandrus* (or Sand Dropseed), and that an Incidental Take Report (ITR) be prepared outlining the project impacts and details proposed mitigation measures. This task item is included in this contract amendment to cover DTC's additional costs in preparing the above assessments and reports, including the costs of securing the services of a Biologist/Ecologist to assist in this effort. Any monitoring or on-going field assessments during or after construction are excluded at this time.

Schedule

Based on our current design status, DTC will complete the 100% design submission as detailed in our original proposal of 12 weeks from receipt of final City comments on our 30% design submission. To facilitate this process, DTC requests a formal design review meeting with the City to go over the

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Mr. Abdul Quadir
March 15, 2017
Page 4 of 5

City's current design objectives. City perspectives on DTC's proposed management of mitigation to impacts on City and private properties, precise dividing points for the two project phases, and treatment and configuration of pedestrian and bicycle elements of the project all must be fully addressed.

DTC Fee Proposal

With due consideration of the items above, DTC requests additional funds to complete that project as follows:

<u>Task No.</u>	<u>Task Name</u>	<u>Basis</u>	<u>Fee</u>
1	Additional Survey, Design & Coord.	Lump Sum	\$ 18,800
2	Expansion of Project Scope	Lump Sum	\$ 77,500
3	Special TES Studies & Reports	Cost Plus NTE	\$ 19,500
			\$115,800

If you have any questions, or would like to meet to discuss this proposed Contract Amendment, please contact the undersigned. If you are in agreement with this Contract Amendment, please sign on the following page and return one fully executed copy of the Amendment for our records.

Sincerely,



J. Andrew Bevilacqua, P.E.
Associate & Manager of Civil Engineering
Diversified Technology Consultants, Inc.

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Mr. Abdul Quadir
March 15, 2017
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CONTRACT AMENDMENT


DTC's original contract dated May 2015 is hereby amended to cover the additional Scope of Work and Fees listed above. In addition, the Time for Completion detailed in Article 7 of the current Agreement is hereby extended until December 31, 2017. All other terms and conditions of the prior agreement remain in force.

For DTC


A. Graham Curtis, P.E., LECP AP
Chief Operating Officer

3-15-17
Date:

For City of West Haven


Edward M. O'Brien
Mayor

4/5/17
Date

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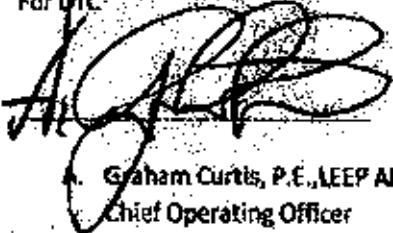
203 239 4200 Ph 203 234 7376 Fax

www.teamdte.com

CONTRACT AMENDMENT NO. 2

The contract entered into by the City of West Haven and DTC in May, 2015 and amended in April 2017 is hereby amended to cover the construction services as described in the attached letter dated April 22, 2020 for additional fees of \$ 213,748. Time of completion detailed in Article 7 of the Agreement and extended in the Amendment dated April 2017 is extended to February 28, 2021. All other terms and conditions of the prior agreement remain in force.

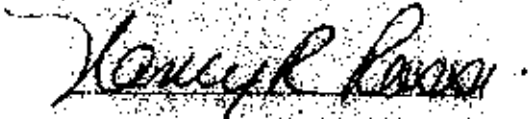
For DTC:


A. Graham Curtis, P.E., LEED AP
Chief Operating Officer

5-10-2020

Date

For City of West Haven


Nancy R. Rossi
Mayor

5/6/2020

Date



ENGINEER
CONSULT
MANAGE

DELIVERING YOUR PROJECTS WITH INNOVATION & INTEGRITY

April 22, 2020
Mr. Abdul Quadir, PE,
City Engineer
City Hall,
West Haven, Connecticut 06516

**Subject: Construction Engineering and Inspection Proposal
Beach Street Reconstruction
DTC Project No. 14-462-000**

Dear Mr. Quadir:

DTC is pleased to submit our proposal for Construction Engineering and Inspection Services to be provided to the City for the above referenced project.

Scope of Services

DTC is proposing to provide construction administration and full-time inspection services to ensure that the project is constructed in accordance with the plans and specifications and that the City's overall objectives are met. Services will include, but are not limited to:

- ◊ Construction oversight to ensure construction in accordance with the plans and specifications on a daily basis including preparation and submission of Inspection Daily Reports in accordance with City requirements
- ◊ Prepare correspondence related to the project
- ◊ Address RFI's (Request for Information) during construction
- ◊ Arrange for material testing and review material test results
- ◊ Measure and calculate quantities of acceptable work performed
- ◊ Preparation of all Change Orders
- ◊ Conduct regularly scheduled Job Progress Meetings including recording and distributing minutes
- ◊ Representing the City as liaison between the various entities for specific activities related to the project

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- ◊ Review and approval of the Contractor's Applications for Payment
- ◊ Final Inspection and Punch List

The attached man-hour/fee spreadsheet details the anticipated level of effort and the associated fee based on our discussions. We look forward to negotiating this work and continuing to work with you and the City of West Haven on this important Roadway project.

Should you have any questions, please feel free to contact us accordingly.

Respectfully,

A. Graham Curtis, PE
Diversified Technology Consultants, Inc.

Encl: Man Hour Estimate

CONSTRUCTION ADMINISTRATION AND INSPECTION

DIVERSIFIED TECHNOLOGY CONSULTANTS

SCOPE No.	BEACH ST. - FIRST AVE. PHASE I	PROPOSAL	SPRINGFIELD	FIELD INSPECTION	INSPECTOR	SECRETARY	TOTAL HOURS
1	CONSTRUCTION ADMINISTRATION						
1a	ATTEND PRELIMINARY MEETINGS	4					4
1b	ATTEND BI-WEEKLY PROGRESS MEETINGS	32				12	44
1c	RESPOND TO INQUIRIES AND REQUESTS	20	20			20	60
1d	REVIEW MATERIALS TESTS	8	12				20
1e	REVIEW SHOP DRAWINGS	8	20			10	38
1f	PREPARE CHANGE ORDERS	32	24			8	64
	TOTAL HOURS	104	76	0	0	40	220
	PROPOSAL	\$5,200	\$4,500	\$0	\$0	\$2,000	
	TOTAL DIRECT TECHNICAL LABOR (DTL)	\$5,200	\$4,500	\$0	\$0	\$2,000	\$10,165
	NON-DIRECT TECHNICAL LABOR	1,734					\$1,960.00
	TOTAL	1,066					\$2,980.00
	TOTAL FEE CONSTRUCTION ADMINISTRATION						\$30,586

Reimbursable Expenses

Mileage	80 trips at 24 miles	1,920 miles	
	at \$ 0.585 per mile		\$ 1,121
Miscellaneous			\$ 500
			\$ 1,621

TOTAL
\$12,209

SCOPE No.	BEACH ST. - FIRST AVE. PHASE I	PROPOSAL	SPRINGFIELD	FIELD INSPECTION	INSPECTOR	SECRETARY	TOTAL HOURS
2	CONSTRUCTION INSPECTION SERVICES						
2a	PROVIDE FIELD INSPECTION PERSONNEL	20		80	200		300
2b	PROJECT START-UP	8		8			16
2c	PROJECT CLOSE-OUT and AS-BUILTS	2	8	2			12
	TOTAL HOURS	30	8	90	200	0	228
	PROPOSAL	\$45,000	\$45,000	\$45,000	\$35,000	\$25,000	
	TOTAL DIRECT TECHNICAL LABOR (DTL)	\$45,000	\$45,000	\$45,000	\$35,000	\$0	\$170,000
	NON-DIRECT TECHNICAL LABOR	1,470					\$1,650.00
	TOTAL	1,066					\$12,192
	TOTAL FEE INSPECTION						\$134,169

Reimbursable Expenses

Mileage	340 days at 20 miles	6,800 miles	
	at \$ 0.585 per mile		\$ 3,978
Testing			\$ 24,000
Survey			\$ 0
Web/Constructional P.C			\$ 200,000
Miscellaneous			\$ 0
			\$ 224,978

TOTAL
\$181,539

GRAND TOTAL CONSTRUCTION ADMINISTRATION AND INSPECTION \$ 213,748

CHESTNUT SEWER MAIN EMERGENCY REPAIR

- Sewer Main on Chestnut St ruptured on January 24th–
 - Emergency repair work began immediately
 - Projected Budget for this emergency repair is \$750,000

- Work was NOT publicly bid as it constituted a Public Health emergency
 - Work is being done primarily by Mallico Construction, McVac Environmental, and pipe supplied by Jack Farrelly Company (State Contract)
 - Project is being funded through WPCA Contingency fund



West Haven Open Items List

List Provided Separately

Town of Sprague Budget Status as of December 31, 2022

Summary

As of the end of December 2022, total revenues collected are 55% of the FY 2022/23 budgeted amount. This is slightly higher than total revenues collected for the same period in FY 2021/2022 which were 53% of the total budgeted amount.

Total expenditures as of 12/31/22 are at 48% of budget. This is on par with expenditures for the same period in FY 2021/22 which were 49% 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	4,415,110	67%	68%
State Education Grants	2,682,435	673,273	25%	25%
Other State Grants	437,049	194,281	44%	18%
Other Revenue	263,113	193,648	74%	78%
Total General Fund Revenues	9,951,313	5,476,312	55%	53%
Town/Municipal Expenditures	3,000,124	1,488,271	50%	54%
Board of Education Expenditures	6,895,693	3,219,717	47%	47%
Total General Fund Expenditures	9,895,817	4,707,988	48%	49%

The attached Budget vs. Actual report provides a detailed report of all revenues and expenditures as of the end of December. At this time, on the revenue side, one significant positive variance is expected for interest income in the amount of approximately \$33,500. On the expenditure side, no major variances are noted.

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 December 31, 2022 of the current fiscal year are at 67% of the budgeted amount. This is on par with prior year property tax revenue collections which were 68% of the budgeted amount.

State Grants make up 31.3% of total budgeted revenues. As of the end of December 2022, the Town has received 28% of its budgeted State grant revenue. This is slightly higher than the 24% collected in the same period in the prior year mainly due to the current year receipt of the Motor Vehicle Transition grant.

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 \$193,648 and are at 74% of the total budgeted amount. Collections in the prior year were 78% of the budgeted amount.

Expenditures

Departmental and other operating expenditures as of December 2022 tend to range between 40% and 50% 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 (81% year-to-date), insurance premiums (54% year-to-date) and maintenance contracts (61% year-to-date) tend to be invoiced in one or several installments. Similarly, payments on bond principal (85% year-to-date) and interest (52% 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 \$3,219,717 or 47% of total budget. For the same period last fiscal year, Board of Education expenditures were 47% 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 through December 2022

	Three-Month Totals			Current Year Totals				Comparison	Estimated Year-End Totals				
	Oct 2022	Nov 2022	Dec 2022	Budget	Year to Date	\$ Remaining	% of Budget		Same Period PY %	Year-End Est.	Budget	\$ Remaining	% of Budget
Ordinary Income/Expense													
Income													
5000 - Taxes													
5000-1 - Current Taxes	35,113	43,343	512,451	6,130,716	4,116,999	(2,013,717)	67%	67%	6,130,716	6,130,716	-	100%	
5000-2 - Current Interest & Lien Fees	1,775	2,117	1,109	20,000	12,019	(7,981)	60%	57%	20,000	20,000	-	100%	
5000-3 - Prior Year Tax	12,478	12,968	8,513	125,000	67,512	(57,488)	54%	61%	125,000	125,000	-	100%	
5000-4 - Prior Year Interest/Lien Fees	3,384	2,876	2,444	35,000	17,777	(17,223)	51%	58%	35,000	35,000	-	100%	
5000-5 - Current Supp MV Tax	-	-	-	72,000	2,062	(69,938)	3%	8%	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	-	100%	100%	200,000	200,000	-	100%	
5000-8 - Tax & Applic. Refunds (contra)	(175)	-	(1,000)	-	(1,218)	(1,218)	100%	100%	(1,218)	-	(1,218)	100%	
5000-9 - Tax Overpymnts Ret'd (contra)	-	-	-	-	(41)	(41)	100%	100%	(41)	-	(41)	100%	
Total 5000 - Taxes	52,575	61,304	523,517	6,568,716	4,415,110	(2,153,606)	67%	68%	6,567,457	6,568,716	(1,259)	100%	
5100 - State Grants-School													
5100-1 - ECS - Assis. to Towns for Educ.	673,273	-	-	2,682,435	673,273	(2,009,162)	25%	25%	2,682,435	2,682,435	-	100%	
Total 5100 - State Grants-School	673,273	-	-	2,682,435	673,273	(2,009,162)	25%	25%	2,682,435	2,682,435	-	100%	
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	525	-	-	1,000	525	(475)	53%	26%	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	-	2,848	-	8,543	2,848	(5,695)	33%	50%	8,543	8,543	-	100%	
5200-18 - Motor Vehicle Transition Grant	-	-	-	-	81,967	81,967	100%	0%	81,967	-	81,967	100%	
5200-2 - Municipal Rev Sharing-Muni Proj	57,114	-	29,766	386,528	86,880	(299,648)	22%	2%	386,528	386,528	-	100%	
5200-4 - PILOT - State Property	-	14,378	-	14,278	14,378	100	101%	232%	14,378	14,278	100	101%	
5200-5 - Mashantucket Pequot Grant	-	-	5,826	17,479	5,826	(11,653)	33%	33%	17,479	17,479	-	100%	
5200-6 - Veterans Tax Relief	-	-	1,160	1,160	1,160	-	100%	92%	1,160	1,160	-	100%	
5200-7 - Disability Exemption Reimb.	-	-	697	761	697	(64)	92%	80%	761	761	-	100%	
Total 5200 - State Grants-Local	57,639	17,226	37,449	437,049	194,281	(242,768)	44%	18%	519,116	437,049	82,067	119%	
5300 - Local Revenues													
5300-1 - Interest Income	3,468	6,067	6,259	1,500	23,009	21,509	1534%	43%	20,000	1,500	18,500	1333%	
5300-10 - Permit Fees, P&Z, Inland & Wetl	2,272	176	30	3,500	7,955	4,455	227%	12%	3,500	3,500	-	100%	
5300-13 - Landfill Receipts	2,088	2,284	3,101	23,000	13,931	(9,069)	61%	34%	23,000	23,000	-	100%	
5300-14 - Newsletter Ads	-	121	-	2,000	2,321	321	116%	7%	2,321	2,000	321	116%	
5300-15 - Marriage Licenses	16	32	-	150	112	(38)	75%	85%	150	150	-	100%	
5300-16 - Sportsmans Licenses	1	7	12	150	34	(116)	23%	21%	150	150	-	100%	
5300-17 - Farmland Preservation	75	69	75	950	417	(533)	44%	54%	950	950	-	100%	
5300-2 - Licenses,Burial, Crem, Pis, Liq	140	-	120	1,000	1,095	95	110%	60%	1,000	1,000	-	100%	
5300-3 - Building Inspector Fees	1,910	2,210	350	25,000	13,370	(11,630)	53%	39%	25,000	25,000	-	100%	
5300-4 - Dog License Fees	47	30	21	1,300	414	(886)	32%	17%	1,300	1,300	-	100%	
5300-5 - Sundry Receipts, faxes, etc	16	5	-	400	29	(371)	7%	11%	400	400	-	100%	
5300-6 - Recording Land Rec,maps, trade	1,259	638	888	10,000	6,063	(3,937)	61%	98%	10,000	10,000	-	100%	
5300-8 - Conveyance Tax	1,720	2,664	1,419	17,000	15,888	(1,112)	93%	111%	17,000	17,000	-	100%	
5300-9 - Copies	360	386	277	5,000	2,493	(2,507)	50%	76%	5,000	5,000	-	100%	
Total 5300 - Local Revenues	13,372	14,689	12,552	90,950	87,131	(3,819)	96%	58%	109,771	90,950	18,821	121%	
5400 - Misc Revenues													
5400-1 - Trans. Subsidy from SCRRA	-	-	-	2,000	-	(2,000)	0%	0%	2,000	2,000	-	100%	
5400-5 - Other Revenues	1,270	970	159	-	9,544	9,544	100%	100%	9,544	-	9,544	100%	
5400-6 - Waste Management	3,963	5,643	18,781	52,000	31,739	(20,261)	61%	45%	52,000	52,000	-	100%	
Total 5400 - Misc Revenues	5,233	6,613	18,940	54,000	41,283	(12,717)	76%	59%	63,544	54,000	9,544	118%	
5500-3 - Resv. Dam Proj. - Prinp. S&W	-	-	45,000	45,000	45,000	-	100%	100%	45,000	45,000	-	100%	
5500-4 - Resv. Dam Proj. - Int. W & S	-	-	20,234	20,234	20,234	-	100%	94%	20,234	20,234	-	100%	
5800 - Transfer in of Capitalized Interest for Bond	-	-	-	52,929	-	(52,929)	0%	0%	52,929	52,929	-	100%	
Total Income	802,092	99,832	657,692	9,951,313	5,476,312	(4,475,001)	55%	53%	10,060,486	9,951,313	109,173	101%	
Gross Profit	802,092	99,832	657,692	9,951,313	5,476,312	(4,475,001)	55%	53%	10,060,486	9,951,313	109,173	101%	

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

	Three-Month Totals			Current Year Totals				Comparison	Estimated Year-End Totals				
	Oct 2022	Nov 2022	Dec 2022	Budget	Year to Date	\$ Remaining	% of Budget		Same Period PY %	Year-End Est.	Budget	\$ Remaining	% of Budget
Expense													
6000 · Board of Selectmen													
6000-1 · First Selectman	3,202	3,202	4,802	41,621	20,812	(20,809)	50%	52%	41,621	41,621	-	100%	
6000-2 · Selectman 2	100	100	100	1,200	600	(600)	50%	50%	1,200	1,200	-	100%	
6000-3 · Selectman 3	100	100	100	1,200	600	(600)	50%	50%	1,200	1,200	-	100%	
6000-4 · Selectman Office Sup, Misc.	414	68	16	1,401	1,321	(80)	94%	99%	1,401	1,401	-	100%	
6000-5 · Selectman - Mileage	-	-	-	1,000	-	(1,000)	0%	7%	1,000	1,000	-	100%	
6000-6 · Selectman Executive Assistant	2,856	2,856	4,320	37,128	18,600	(18,528)	50%	59%	37,128	37,128	-	100%	
Total 6000 · Board of Selectmen	6,672	6,326	9,338	83,550	41,933	(41,617)	50%	55%	83,550	83,550	-	100%	
6005 · Elections													
6005-1 · Election Salaries	342	1,266	235	6,402	3,275	(3,127)	51%	37%	6,402	6,402	-	100%	
6005-2 · Election Misc.	249	4,273	101	15,708	9,331	(6,377)	59%	38%	15,708	15,708	-	100%	
Total 6005 · Elections	591	5,539	336	22,110	12,606	(9,504)	57%	38%	22,110	22,110	-	100%	
6010 · Board of Finance													
6010-2 · BOF - Town Rpt, Sup.	-	-	-	188	-	(188)	0%	0%	188	188	-	100%	
Total 6010 · Board of Finance	-	-	-	188	-	(188)	0%	0%	188	188	-	100%	
6011 · Auditing													
6011 · Auditing	-	-	4,000	25,850	9,000	(16,850)	35%	0%	25,850	25,850	-	100%	
6012 · Bookkeeper													
6012-1 · Bookkeeper - Salary	2,283	2,304	3,584	29,353	15,048	(14,305)	51%	53%	29,353	29,353	-	100%	
6012-2 · Bookkeeper-Support	-	-	-	900	-	(900)	0%	0%	900	900	-	100%	
Total 6012 · Bookkeeper	2,283	2,304	3,584	30,253	15,048	(15,205)	50%	52%	30,253	30,253	-	100%	
6015 · Assessors													
6015-1 · Assessors, Salary	1,757	1,757	2,635	22,835	11,420	(11,415)	50%	52%	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	274	4	-	1,500	278	(1,222)	19%	30%	1,500	1,500	-	100%	
6015-7 · Assess. Map upds, Pric.Manulds	-	-	-	-	-	-	0%	0%	-	-	-	0%	
Total 6015 · Assessors	2,031	1,761	2,635	24,635	11,698	(12,937)	47%	48%	24,635	24,635	-	100%	
6025 · Tax Collector													
6025-1 · Tax Collector, Salary	2,124	2,124	3,185	27,607	13,805	(13,802)	50%	51%	27,607	27,607	-	100%	
6025-4 · Tax Collector Misc. Sup. Sch.	50	4	20	700	74	(626)	11%	8%	700	700	-	100%	
6025-5 · Tax Collector, Postage	166	-	2,161	1,900	2,327	427	122%	67%	1,900	1,900	-	100%	
Total 6025 · Tax Collector	2,340	2,128	5,366	30,207	16,206	(14,001)	54%	50%	30,207	30,207	-	100%	
6030 · Town Treasurer													
6030 · Town Treasurer	200	200	200	2,400	1,200	(1,200)	50%	50%	2,400	2,400	-	100%	
6035 · Town Counsel & Financial Advisr													
6035-1 · Town Counsel	1,407	713	1,487	45,000	7,814	(37,186)	17%	135%	45,000	45,000	-	100%	
6035-2 · Financial Advisor	-	-	-	3,000	-	(3,000)	0%	0%	3,000	3,000	-	100%	
Total 6035 · Town Counsel & Financial Advisr	1,407	713	1,487	48,000	7,814	(40,186)	16%	100%	48,000	48,000	-	100%	
6040 · Town Clerk													
6040-1 · Town Clerk, Salary	3,967	3,967	5,950	51,569	25,785	(25,784)	50%	52%	51,569	51,569	-	100%	
6040-2 · Town Clerk, Office Sup, Misc.	-	620	322	1,463	70	(1,393)	5%	21%	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	590	(566)	51%	86%	1,156	1,156	-	100%	
6040-5 · Town Clerk, Microfrm(Security)	-	-	-	400	-	(400)	0%	0%	400	400	-	100%	
Total 6040 · Town Clerk	3,967	4,587	6,272	54,938	26,445	(28,493)	48%	51%	54,938	54,938	-	100%	
6045 · Telephone Services/DSL/Website													
6045 · Telephone Services/DSL/Website	749	1,293	1,750	12,169	6,681	(5,488)	55%	49%	12,169	12,169	-	100%	
6050 · Pool Secretaries													
6050-1 · Pool Sec,Salary-Asst Town Clerk	1,832	1,872	2,807	24,331	12,127	(12,204)	50%	53%	24,331	24,331	-	100%	
6050-2 · Pool Sec, Salary-Land Use Clerk	2,545	2,538	3,755	36,229	13,495	(22,734)	37%	54%	36,229	36,229	-	100%	
Total 6050 · Pool Secretaries	4,377	4,410	6,562	60,560	25,622	(34,938)	42%	54%	60,560	60,560	-	100%	
6055 · Town Off. Bldg.													
6055-1 · Town Off. Bldg.Janitorial Serv	715	-	715	9,900	2,860	(7,040)	29%	47%	9,900	9,900	-	100%	
6055-2 · Town Off. Bldg. Sup. Maint.	184	46	308	2,000	1,269	(731)	63%	33%	2,000	2,000	-	100%	
6055-3 · Town Off/Sen.Ctr.- Bldg.Heat	-	2,020	1,978	14,000	3,998	(10,002)	29%	33%	14,000	14,000	-	100%	
6055-4 · Town Off Bldg/Sen Ctr - Lights	900	846	1,871	11,876	5,019	(6,857)	42%	55%	11,876	11,876	-	100%	
6055-5 · Town Off. Bldg. rpr & renov.	1,480	2,737	552	5,000	7,039	2,039	141%	266%	7,000	5,000	2,000	140%	
Total 6055 · Town Off. Bldg.	3,279	5,649	5,424	42,776	20,185	(22,591)	47%	73%	44,776	42,776	2,000	105%	

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

	Three-Month Totals			Current Year Totals				Comparison	Estimated Year-End Totals			
	Oct 2022	Nov 2022	Dec 2022	Budget	Year to Date	\$ Remaining	% of Budget	Same Period PY %	Year-End Est.	Budget	\$ Remaining	% of Budget
7300 · Interest Payments - Bonds												
7300-14 · 2005 Bonds, Land Purchase, Rds	-	-	-	12,000	6,000	(6,000)	50%	40%	12,000	12,000	-	100%
7300-15 · 2009 Bond-Roads, Roof, Fire App, A	-	6,300	-	10,500	6,300	(4,200)	60%	57%	10,500	10,500	-	100%
7300-16 · 2013 Bonds-Various Purposes	-	-	-	93,675	49,338	(44,337)	53%	52%	93,675	93,675	-	100%
7300-17 · 2020 Bonds-Various Purposes	-	-	-	148,300	75,300	(73,000)	51%	51%	148,300	148,300	-	100%
Total 7300 · Interest Payments - Bonds	-	6,300	-	264,475	136,938	(127,537)	52%	51%	264,475	264,475	-	100%
7305 · Redemption of Debt-Principal												
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	105,000	-	100%	100%	105,000	105,000	-	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%	100%	115,000	115,000	-	100%
Total 7305 · Redemption of Debt-Principal	-	105,000	-	550,000	470,000	(80,000)	85%	85%	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	860,741	633,399	670,721	6,895,693	3,219,717	(3,675,976)	47%	47%	6,895,693	6,895,693	-	100%
Total Expense	975,636	869,098	901,000	9,895,817	4,707,988	(5,187,829)	48%	49%	9,897,956	9,895,817	2,139	100%
Net Ordinary Income	(173,544)	(769,266)	(243,308)	55,496	768,324	712,828			162,530	55,496	107,034	293%
Net Income	(173,544)	(769,266)	(243,308)	55,496	768,324	712,828			162,530	55,496	107,034	293%
Summary	Three Month Totals			Current Year Totals				Comparison	Estimated Year-End Totals			
Board of Selectmen Expenditures	\$ 114,895	\$ 235,699	\$ 230,279	\$ 3,000,124	\$ 1,488,271	\$ (1,511,853)	50%	54%	\$ 3,002,263	\$ 3,000,124	\$ 2,139	100%
Board of Education Expenditures	\$ 860,741	\$ 633,399	\$ 670,721	\$ 6,895,693	\$ 3,219,717	\$ (3,675,976)	47%	47%	\$ 6,895,693	\$ 6,895,693	\$ -	100%
Total Expenditures	\$ 975,636	\$ 869,098	\$ 901,000	\$ 9,895,817	\$ 4,707,988	\$ (5,187,829)	48%	49%	\$ 9,897,956	\$ 9,895,817	\$ 2,139	100%

SPRAGUE BOARD OF EDUCATION

BOE Budget v. Actual

For Fiscal Year 2022-2023

Year to Date 12/31/2022

	Approved Budget	Current Mo. Budget Trf	Prior YTD Budget Trfs	Revised Budget	Year to Date Actual	Encumbered/Or dered	Total Expenditures	Variance	% Spent
1000-Regular Instruction									
1000.51110. Wages Paid to Teachers - Regular Ed	1,144,377.00	0.00	0.00	1,144,377.00	491,619.02	0.00	491,619.02	652,757.98	42.96
1000.51120. Wages Paid to Instructional Aides - Regular Ed	14,401.00	0.00	0.00	14,401.00	3,679.39	0.00	3,679.39	10,721.61	25.55
1000.52100. Group Life Insurance - Regular	726.00	0.00	0.00	726.00	405.41	0.00	405.41	320.59	55.84
1000.52200. FICA/Medicare Employer - Regular Ed	19,222.00	0.00	0.00	19,222.00	7,723.59	0.00	7,723.59	11,498.41	40.18
1000.52500. Tuition Reimbursement	10,000.00	0.00	0.00	10,000.00	0.00	0.00	0.00	10,000.00	0.00
1000.52800. Health Insurance - Regular	279,651.00	0.00	0.00	279,651.00	173,369.55	0.00	173,369.55	106,281.45	61.99
1000.53200. Substitutes - Regular Education	3,500.00	0.00	0.00	3,500.00	0.00	0.00	0.00	3,500.00	0.00
1000.53230. Purchased Pupil Services	1,250.00	0.00	0.00	1,250.00	0.00	0.00	0.00	1,250.00	0.00
1000.54420. Equipment Leasing	18,000.00	0.00	0.00	18,000.00	11,128.55	11,321.54	22,450.09	(4,450.09)	124.72
1000.56100. General Supplies - Regular Education	7,000.00	0.00	0.00	7,000.00	2,181.15	26.99	2,208.14	4,791.86	31.54
1000.56110. Instructional Supplies - Regular Education	5,000.00	0.00	0.00	5,000.00	469.06	0.00	469.06	4,530.94	9.38
1000.56400. Workbooks/Disposables	10,000.00	0.00	0.00	10,000.00	42.80	0.00	42.80	9,957.20	0.43
1000.56410. Textbooks	3,000.00	0.00	0.00	3,000.00	(741.51)	0.00	(741.51)	3,741.51	(24.72)
1000.56501. Ink and Toner	8,000.00	0.00	0.00	8,000.00	0.00	0.00	0.00	8,000.00	0.00
1000.58100. Dues & Fees	9,869.00	0.00	0.00	9,869.00	8,193.00	0.00	8,193.00	1,676.00	83.02
Total	1,533,996.00	0.00	0.00	1,533,996.00	698,070.01	11,348.53	709,418.54	824,577.46	46.25
1200-Special Education									
1200.51110. Wages Paid to Teachers - SPED	351,322.00	0.00	0.00	351,322.00	123,980.55	0.00	123,980.55	227,341.45	35.29
1200.51120. Wages Paid to Instructional Aides - SPED	273,997.00	0.00	0.00	273,997.00	68,987.17	0.00	68,987.17	205,009.83	25.18
1200.51901. Wages Paid - Other Non Certified Staff - SPED	87,776.00	0.00	(25,265.68)	62,510.32	29,070.70	0.00	29,070.70	33,439.62	46.51
1200.52100. Group Life Insurance - SPED	981.00	0.00	0.00	981.00	401.52	0.00	401.52	579.48	40.93
1200.52200. FICA/Medicare Employer - SPED	33,064.00	0.00	0.00	33,064.00	9,024.52	0.00	9,024.52	24,039.48	27.29
1200.52300. Pension Contributions	3,552.00	0.00	0.00	3,552.00	1,270.22	0.00	1,270.22	2,281.78	35.76
1200.52800. Health Insurance	239,621.00	0.00	0.00	239,621.00	85,964.04	0.00	85,964.04	153,656.96	35.88
1200.53200. Substitutes - SPED	3,500.00	0.00	0.00	3,500.00	0.00	0.00	0.00	3,500.00	0.00
1200.53230. Purchased Pupil Services	29,000.00	0.00	0.00	29,000.00	(3,528.80)	23,003.37	19,474.57	9,525.43	67.15
1200.53300. Other Prof/Tech Services	2,500.00	0.00	0.00	2,500.00	1,400.66	750.00	2,150.66	349.34	86.03
1200.55800. Travel Reimbursement	1,200.00	0.00	0.00	1,200.00	254.25	0.00	254.25	945.75	21.19
1200.56100. General Supplies - Special Education	1,000.00	0.00	0.00	1,000.00	397.58	0.00	397.58	602.42	39.76
1200.56110. Instructional Supplies - SPED	1,000.00	0.00	0.00	1,000.00	177.66	0.00	177.66	822.34	17.77
1200.56400. Workbooks/Disposables	500.00	0.00	0.00	500.00	0.00	0.00	0.00	500.00	0.00
1200.57300. Equipment Non-Instructional	1,430.00	0.00	0.00	1,430.00	161.97	0.00	161.97	1,268.03	11.33
1200.58100. Dues & Fees	760.00	0.00	0.00	760.00	900.00	0.00	900.00	(140.00)	118.42
Total	1,031,203.00	0.00	(25,265.68)	1,005,937.32	318,462.04	23,753.37	342,215.41	663,721.91	34.02
1300-Adult Education - Cooperative									
1300.55690. Tuition - Adult Cooperative	15,366.00	0.00	0.00	15,366.00	32,050.00	0.00	32,050.00	(16,684.00)	208.58

SPRAGUE BOARD OF EDUCATION

BOE Budget v. Actual

For Fiscal Year 2022-2023

Year to Date 12/31/2022

	Approved Budget	Current Mo. Budget Trf	Prior YTD Budget Trfs	Revised Budget	Year to Date Actual	Encumbered/Or dered	Total Expenditures	Variance	% Spent
Total	15,366.00	0.00	0.00	15,366.00	32,050.00	0.00	32,050.00	(16,684.00)	208.58
1500-Stipends - Extra Curricular									
1500.51930. Extra Curricular Stipends Paid	8,821.00	0.00	0.00	8,821.00	4,328.00	0.00	4,328.00	4,493.00	49.06
Total	8,821.00	0.00	0.00	8,821.00	4,328.00	0.00	4,328.00	4,493.00	49.06
1600-Summer School									
1600.51110. Wages Paid to Teachers - Summer School	5,000.00	0.00	0.00	5,000.00	6,108.75	0.00	6,108.75	(1,108.75)	122.18
1600.51120. Wages Paid to Inst Aides - Summer School	2,250.00	0.00	0.00	2,250.00	1,631.25	0.00	1,631.25	618.75	72.50
1600.51901. Wages Paid - Other Non-Cert - Summer School	2,400.00	0.00	0.00	2,400.00	1,747.25	0.00	1,747.25	652.75	72.80
1600.52200. FICA/Medicare Employer - Summer School	309.00	0.00	0.00	309.00	346.97	0.00	346.97	(37.97)	112.29
Total	9,959.00	0.00	0.00	9,959.00	9,834.22	0.00	9,834.22	124.78	98.75
1700-Tutoring									
1700.000100.51110. Wages Paid to Teacher Tutors - Reg Ed	4,000.00	0.00	0.00	4,000.00	0.00	0.00	0.00	4,000.00	0.00
1700.000100.52200. FICA/Medicare Employer - Reg Ed	700.00	0.00	0.00	700.00	0.00	0.00	0.00	700.00	0.00
1700.000100.53230. Purchased Pupil Services - Reg Ed	6,000.00	0.00	0.00	6,000.00	186.00	0.00	186.00	5,814.00	3.10
1700.000200.51120. Wages Paid to Inst Aide Tutors - Spec Ed	8,000.00	0.00	0.00	8,000.00	0.00	0.00	0.00	8,000.00	0.00
Total	18,700.00	0.00	0.00	18,700.00	186.00	0.00	186.00	18,514.00	0.99
1800-Stipends - Sports Teams									
1800.51930. Sports Teams Stipends Paid	16,283.00	0.00	0.00	16,283.00	5,215.00	0.00	5,215.00	11,068.00	32.03
1800.52200. FICA/Medicare Employer	1,245.00	0.00	0.00	1,245.00	116.90	0.00	116.90	1,128.10	9.39
1800.53540. Sports Officials	3,570.00	0.00	0.00	3,570.00	864.36	0.00	864.36	2,705.64	24.21
Total	21,098.00	0.00	0.00	21,098.00	6,196.26	0.00	6,196.26	14,901.74	29.37
2110-Social Work Services									
2110.51900. Wages Paid - Social Worker	48,125.00	0.00	0.00	48,125.00	10,937.50	0.00	10,937.50	37,187.50	22.73
2110.52100. Group Life Insurance - Social Worker	38.00	0.00	0.00	38.00	11.06	0.00	11.06	26.94	29.11
2110.52200. FICA/Medicare Employer - Social Worker	700.00	0.00	0.00	700.00	149.88	0.00	149.88	550.12	21.41
2110.52800. Health Insurance - Social Worker	9,842.00	0.00	0.00	9,842.00	3,056.06	0.00	3,056.06	6,785.94	31.05
2110.56100. Supplies - Social Worker	200.00	0.00	0.00	200.00	0.00	0.00	0.00	200.00	0.00
2110.56110. Instructional Supplies - Social Worker	0.00	0.00	0.00	0.00	24.94	0.00	24.94	(24.94)	0.00
Total	58,905.00	0.00	0.00	58,905.00	14,179.44	0.00	14,179.44	44,725.56	24.07
2130-Health Office									
2130.51901. Wages Paid - School Nurse	87,726.00	0.00	0.00	87,726.00	51,806.39	0.00	51,806.39	35,919.61	59.05
2130.51910. Wages Paid - Nurse Substitutes	4,000.00	0.00	0.00	4,000.00	0.00	0.00	0.00	4,000.00	0.00
2130.51930. Nursing Stipends Paid	2,000.00	0.00	0.00	2,000.00	2,000.00	0.00	2,000.00	0.00	100.00
2130.52100. Group Life Insurance - Health Office	76.00	0.00	0.00	76.00	44.10	0.00	44.10	31.90	58.03

SPRAGUE BOARD OF EDUCATION

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Year to Date 12/31/2022

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2130.52200. FICA/Medicare Employer - Health	8,486.00	0.00	0.00	8,486.00	4,066.71	0.00	4,066.71	4,419.29	47.92
2130.52800. Health Insurance - Health Office	11,104.00	0.00	0.00	11,104.00	6,912.08	0.00	6,912.08	4,191.92	62.25
2130.53230. Purchased Pupil Services	720.00	0.00	0.00	720.00	324.00	400.00	724.00	(4.00)	100.56
2130.53300. Other Prof/Tech Services	600.00	0.00	0.00	600.00	630.00	0.00	630.00	(30.00)	105.00
2130.54300. Repairs & Maint Equipment	200.00	0.00	0.00	200.00	0.00	0.00	0.00	200.00	0.00
2130.55800. Conference/Travel - Health Office	700.00	0.00	0.00	700.00	0.00	0.00	0.00	700.00	0.00
2130.56100. Supplies	2,400.00	0.00	0.00	2,400.00	1,778.29	179.99	1,958.28	441.72	81.60
2130.56430. Professional Periodicals	100.00	0.00	0.00	100.00	0.00	0.00	0.00	100.00	0.00
2130.58100. Dues & Fees - Nurse's Office	600.00	0.00	0.00	600.00	113.00	0.00	113.00	487.00	18.83
Total	118,712.00	0.00	0.00	118,712.00	67,674.57	579.99	68,254.56	50,457.44	57.50
2140-Psychological Services									
2140.51900. Wages Paid - School Psychologist	53,052.00	0.00	0.00	53,052.00	24,114.50	0.00	24,114.50	28,937.50	45.45
2140.52100. Group Life Insurance - Psychologist	38.00	0.00	0.00	38.00	14.28	0.00	14.28	23.72	37.58
2140.52200. FICA/Medicare Employer - Psychologist	770.00	0.00	0.00	770.00	312.82	0.00	312.82	457.18	40.63
2140.52800. Health Insurance	20,714.00	0.00	0.00	20,714.00	13,087.27	0.00	13,087.27	7,626.73	63.18
2140.53230. Purchased Pupil Services	2,000.00	0.00	0.00	2,000.00	0.00	0.00	0.00	2,000.00	0.00
2140.56100. Assessment Supplies	2,000.00	0.00	0.00	2,000.00	1,202.16	0.00	1,202.16	797.84	60.11
2140.56110. Instructional Supplies - Psychologist	200.00	0.00	0.00	200.00	0.00	0.00	0.00	200.00	0.00
Total	78,774.00	0.00	0.00	78,774.00	38,731.03	0.00	38,731.03	40,042.97	49.17
2150-Speech & Audiology Services									
2150.53230. Purchased Pupil Services	71,622.00	0.00	0.00	71,622.00	15,085.46	48,089.70	63,175.16	8,446.84	88.21
2150.56100. Supplies	775.00	0.00	0.00	775.00	213.52	0.00	213.52	561.48	27.55
Total	72,397.00	0.00	0.00	72,397.00	15,298.98	48,089.70	63,388.68	9,008.32	87.56
2160-PT/OT Services									
2160.53230. Purchased Pupil Services	0.00	0.00	0.00	0.00	78.55	687.39	765.94	(765.94)	0.00
Total	0.00	0.00	0.00	0.00	78.55	687.39	765.94	(765.94)	0.00
2210-Improvement of Instruction									
2210.53220. In Service	4,000.00	0.00	0.00	4,000.00	550.00	925.00	1,475.00	2,525.00	36.88
2210.55800. Conference/Travel - Professional Development	6,000.00	0.00	0.00	6,000.00	132.63	0.00	132.63	5,867.37	2.21
2210.56100. Supplies	2,000.00	0.00	0.00	2,000.00	0.00	0.00	0.00	2,000.00	0.00
Total	12,000.00	0.00	0.00	12,000.00	682.63	925.00	1,607.63	10,392.37	13.40
2220-Library/Media Services									
2230-Technology									
2230.51901. Wages Paid - Technology Staff	6,481.00	0.00	0.00	6,481.00	3,217.36	0.00	3,217.36	3,263.64	49.64

SPRAGUE BOARD OF EDUCATION

BOE Budget v. Actual

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	Approved Budget	Current Mo. Budget Trf	Prior YTD Budget Trfs	Revised Budget	Year to Date Actual	Encumbered/Or dered	Total Expenditures	Variance	% Spent
2230.52100. Group Life Insurance - Technology	4.00	0.00	0.00	4.00	2.54	0.00	2.54	1.46	63.50
2230.52200. FICA/Medicare Employer - Technology	496.00	0.00	0.00	496.00	241.23	0.00	241.23	254.77	48.64
2230.52300. Pension Contributions - Technology	260.00	0.00	0.00	260.00	129.61	0.00	129.61	130.39	49.85
2230.52800. Health Insurance - Technology	1,111.00	0.00	0.00	1,111.00	789.99	0.00	789.99	321.01	71.11
2230.53520. Other Technical Services	76,014.00	0.00	0.00	76,014.00	44,245.50	32,399.45	76,644.95	(630.95)	100.83
2230.56100. Supplies	500.00	0.00	0.00	500.00	0.00	0.00	0.00	500.00	0.00
2230.56500. Technology Supplies	2,000.00	0.00	0.00	2,000.00	0.00	0.00	0.00	2,000.00	0.00
2230.57340. Technology Hardware - Instructional	2,000.00	0.00	0.00	2,000.00	5,400.00	0.00	5,400.00	(3,400.00)	270.00
2230.57341. Technology Hardware - Non-Instructional	3,000.00	0.00	0.00	3,000.00	0.00	0.00	0.00	3,000.00	0.00
2230.57350. Software - Instructional	28,856.00	0.00	0.00	28,856.00	15,253.90	0.00	15,253.90	13,602.10	52.86
2230.57351. Software - Non-Instructional	33,145.00	0.00	0.00	33,145.00	4,936.60	0.00	4,936.60	28,208.40	14.89
Total	153,867.00	0.00	0.00	153,867.00	74,216.73	32,399.45	106,616.18	47,250.82	69.29
2310-Board of Education									
2310.51901. Wages Paid - Non-Certified - BOE Admin Office	12,635.00	0.00	12,632.84	25,267.84	12,230.01	0.00	12,230.01	13,037.83	48.40
2310.52100. Group Life Insurance - BOE Office	8.00	0.00	0.00	8.00	8.12	0.00	8.12	(0.12)	101.50
2310.52200. FICA/Medicare Employer - BOE Office	967.00	0.00	0.00	967.00	893.30	0.00	893.30	73.70	92.38
2310.52300. Pension Contributions - BOE Office	506.00	0.00	0.00	506.00	505.38	0.00	505.38	0.62	99.88
2310.52600. Unemployment Compensation - BOE Office	3,000.00	0.00	0.00	3,000.00	0.00	0.00	0.00	3,000.00	0.00
2310.52700. Workers' Compensation - BOE Office	21,927.00	0.00	0.00	21,927.00	14,262.27	7,664.73	21,927.00	0.00	100.00
2310.52800. Health Insurance - BOE Office	4,674.00	0.00	0.00	4,674.00	5,490.24	0.00	5,490.24	(816.24)	117.46
2310.53020. Legal Services - BOE Office	15,000.00	0.00	0.00	15,000.00	0.00	0.00	0.00	15,000.00	0.00
2310.55200. Property/Liability Insurance - BOE Office	19,620.00	0.00	0.00	19,620.00	15,962.25	4,905.75	20,868.00	(1,248.00)	106.36
2310.55400. Advertising - BOE Office	2,000.00	0.00	0.00	2,000.00	3,425.80	0.00	3,425.80	(1,425.80)	171.29
2310.55800. Conference/Travel - BOE Office	300.00	0.00	0.00	300.00	0.00	0.00	0.00	300.00	0.00
2310.56100. Supplies - BOE Office	1,400.00	0.00	0.00	1,400.00	565.48	0.00	565.48	834.52	40.39
2310.58100. Dues & Fees - BOE Office	2,572.00	0.00	0.00	2,572.00	0.00	0.00	0.00	2,572.00	0.00
2310.58900. Graduation Costs - BOE Office	1,000.00	0.00	0.00	1,000.00	0.00	0.00	0.00	1,000.00	0.00
2310.58990. Other Expenses	1,000.00	0.00	0.00	1,000.00	0.00	0.00	0.00	1,000.00	0.00
Total	86,609.00	0.00	12,632.84	99,241.84	53,342.85	12,570.48	65,913.33	33,328.51	66.42
2320-Superintendents Office									
2320.51900. Wages Paid - Superintendent	77,950.00	0.00	0.00	77,950.00	37,500.06	0.00	37,500.06	40,449.94	48.11
2320.51901. Wages Paid - Non-Certified - Supt Admin Office	12,635.00	0.00	12,632.84	25,267.84	12,230.01	0.00	12,230.01	13,037.83	48.40
2320.52100. Group Life Insurance - Superintendent Office	134.00	0.00	0.00	134.00	8.13	0.00	8.13	125.87	6.07
2320.52200. FICA/Medicare Employer - Superintendent	2,126.00	0.00	0.00	2,126.00	1,437.16	0.00	1,437.16	688.84	67.60
2320.52300. Pension Contributions - Superintendent's Office	506.00	0.00	0.00	506.00	505.38	0.00	505.38	0.62	99.88
2320.52800. Health Insurance - Superintendent's Office	4,674.00	0.00	0.00	4,674.00	5,490.29	0.00	5,490.29	(816.29)	117.46
2320.55800. Conference/Travel - Superintendent's Office	1,000.00	0.00	0.00	1,000.00	0.00	0.00	0.00	1,000.00	0.00
2320.56100. Supplies - Superintendent's Office	300.00	0.00	0.00	300.00	0.00	0.00	0.00	300.00	0.00

SPRAGUE BOARD OF EDUCATION

BOE Budget v. Actual

For Fiscal Year 2022-2023

Year to Date 12/31/2022

	Approved Budget	Current Mo. Budget Trf	Prior YTD Budget Trfs	Revised Budget	Year to Date Actual	Encumbered/Or dered	Total Expenditures	Variance	% Spent
2320.58100. Dues & Fees - Superintendent's Office	3,541.00	0.00	0.00	3,541.00	0.00	0.00	0.00	3,541.00	0.00
Total	102,866.00	0.00	12,632.84	115,498.84	57,171.03	0.00	57,171.03	58,327.81	49.50
2400-School Administration Office									
2400.51900. Wages Paid - Principal	128,427.00	0.00	0.00	128,427.00	64,214.67	0.00	64,214.67	64,212.33	50.00
2400.51901. Wages Paid - Non-Certified - School Administration	77,361.00	0.00	0.00	77,361.00	38,206.07	0.00	38,206.07	39,154.93	49.39
2400.52100. Group Life Insurance - School Administration Office	194.00	0.00	0.00	194.00	110.67	0.00	110.67	83.33	57.05
2400.52200. FICA/Medicare Employer - School Administration	7,781.00	0.00	0.00	7,781.00	3,808.45	0.00	3,808.45	3,972.55	48.95
2400.52300. Pension Contributions - School Admin Office	3,095.00	0.00	0.00	3,095.00	0.00	0.00	0.00	3,095.00	0.00
2400.52800. Health Insurance - School Administration Office	25,566.00	0.00	0.00	25,566.00	16,175.32	0.00	16,175.32	9,390.68	63.27
2400.53300. Other Prof/Tech Services	2,000.00	0.00	0.00	2,000.00	0.00	0.00	0.00	2,000.00	0.00
2400.55301. Postage	3,500.00	0.00	0.00	3,500.00	1,050.93	0.00	1,050.93	2,449.07	30.03
2400.55800. Conference/Travel - School Administration Office	750.00	0.00	0.00	750.00	0.00	0.00	0.00	750.00	0.00
2400.56100. Supplies - Principal's Office	2,500.00	0.00	0.00	2,500.00	450.23	0.00	450.23	2,049.77	18.01
2400.58100. Dues & Fees - School Administration	952.00	0.00	0.00	952.00	956.00	0.00	956.00	(4.00)	100.42
Total	252,126.00	0.00	0.00	252,126.00	124,972.34	0.00	124,972.34	127,153.66	49.57
2510-Business Office									
2510.51901. Wages Paid - Non Certified - Business Office	104,919.00	0.00	0.00	104,919.00	52,252.17	0.00	52,252.17	52,666.83	49.80
2510.52100. Group Life Insurance - Business Office	72.00	0.00	0.00	72.00	41.61	0.00	41.61	30.39	57.79
2510.52200. FICA/Medicare Employer - Business Office	8,027.00	0.00	0.00	8,027.00	3,952.69	0.00	3,952.69	4,074.31	49.24
2510.52300. Pension Contributions - Business Office	4,834.00	0.00	0.00	4,834.00	2,416.44	0.00	2,416.44	2,417.56	49.99
2510.52800. Health Insurance - Business Office	9,994.00	0.00	0.00	9,994.00	6,122.09	0.00	6,122.09	3,871.91	61.26
2510.53300. Other Prof/Tech Services - Business Office	15,000.00	0.00	0.00	15,000.00	6,088.72	0.00	6,088.72	8,911.28	40.59
2510.53410. Audit/Accounting Services - Business Office	25,850.00	0.00	0.00	25,850.00	5,037.46	10,000.00	15,037.46	10,812.54	58.17
2510.55800. Conference/Travel - Business Office	300.00	0.00	0.00	300.00	0.00	0.00	0.00	300.00	0.00
2510.56100. Supplies - Business Office	1,000.00	0.00	0.00	1,000.00	1,308.95	11.18	1,320.13	(320.13)	132.01
Total	169,996.00	0.00	0.00	169,996.00	77,220.13	10,011.18	87,231.31	82,764.69	51.31
2600-Building & Grounds									
2600.51901. Wages Paid - Building Maintenance	114,615.00	0.00	0.00	114,615.00	53,694.10	0.00	53,694.10	60,920.90	46.85
2600.52100. Group Life Insurance - Maintenance Department	189.00	0.00	0.00	189.00	59.85	0.00	59.85	129.15	31.67
2600.52200. FICA/Medicare Employer - Maintenance	8,768.00	0.00	0.00	8,768.00	3,825.45	0.00	3,825.45	4,942.55	43.63
2600.52300. Pension Contributions - Maintenance Office	4,585.00	0.00	0.00	4,585.00	1,541.44	0.00	1,541.44	3,043.56	33.62
2600.52800. Health Insurance - Maintenance	39,949.00	0.00	0.00	39,949.00	36,290.73	0.00	36,290.73	3,658.27	90.84
2600.54010. Purchased Property Services	30,081.00	0.00	0.00	30,081.00	14,783.51	19,705.80	34,489.31	(4,408.31)	114.65
2600.54101. Rubbish Removal	8,700.00	0.00	0.00	8,700.00	4,778.33	4,220.40	8,998.73	(298.73)	103.43
2600.54300. Equipment Repairs & Maint	5,000.00	0.00	0.00	5,000.00	1,846.50	0.00	1,846.50	3,153.50	36.93

SPRAGUE BOARD OF EDUCATION

BOE Budget v. Actual

For Fiscal Year 2022-2023

Year to Date 12/31/2022

	Approved Budget	Current Mo. Budget Trf	Prior YTD Budget Trfs	Revised Budget	Year to Date Actual	Encumbered/Or dered	Total Expenditures	Variance	% Spent
2600.54301. Building Repairs & Maint	5,000.00	0.00	0.00	5,000.00	9,452.76	0.00	9,452.76	(4,452.76)	189.06
2600.54411. Water	3,000.00	0.00	0.00	3,000.00	1,166.26	1,500.00	2,666.26	333.74	88.88
2600.54412. Sewer	2,000.00	0.00	0.00	2,000.00	780.90	1,000.00	1,780.90	219.10	89.05
2600.55300. Communications - Telephone & Internet	12,000.00	0.00	0.00	12,000.00	5,848.46	4,800.00	10,648.46	1,351.54	88.74
2600.55800. Conference/Travel - Building Maintenance	100.00	0.00	0.00	100.00	0.00	0.00	0.00	100.00	0.00
2600.56100. General Supplies - Maintenance Department	16,000.00	0.00	0.00	16,000.00	3,352.85	0.00	3,352.85	12,647.15	20.96
2600.56220. Electricity	60,000.00	0.00	0.00	60,000.00	24,246.11	40,868.12	65,114.23	(5,114.23)	108.52
2600.56230. Liquid Propane	12,000.00	0.00	0.00	12,000.00	4,755.46	7,244.54	12,000.00	0.00	100.00
2600.56240. Heating Oil	23,400.00	0.00	0.00	23,400.00	6,072.89	24,889.45	30,962.34	(7,562.34)	132.32
2600.56260. Gasoline	600.00	0.00	0.00	600.00	383.39	0.00	383.39	216.61	63.90
2600.57300. Equipment - Non Instructional	1,000.00	0.00	0.00	1,000.00	0.00	0.00	0.00	1,000.00	0.00
Total	346,987.00	0.00	0.00	346,987.00	172,878.99	104,228.31	277,107.30	69,879.70	79.86
2700-Student Transportation									
2700.55100. Contracted Pupil Transp Reg	372,605.00	0.00	0.00	372,605.00	117,210.92	242,058.12	359,269.04	13,335.96	96.42
2700.55108. Contracted Pupil Transp Spec Ed HS	58,500.00	0.00	0.00	58,500.00	115,940.00	48,660.00	164,600.00	(106,100.00)	281.37
2700.55109. Contracted Pupil Transp Spec Ed Elem\Summer School	49,317.00	0.00	0.00	49,317.00	92,785.00	11,220.00	104,005.00	(54,688.00)	210.89
2700.55150. Contracted Pupil Transp Athletics/Ext Curr	8,775.00	0.00	0.00	8,775.00	1,981.88	0.00	1,981.88	6,793.12	22.59
2700.55151. Contracted Pupil Transp Field Trips	2,500.00	0.00	0.00	2,500.00	506.70	0.00	506.70	1,993.30	20.27
2700.56260. Gasoline	35,000.00	0.00	0.00	35,000.00	18,506.76	17,093.24	35,600.00	(600.00)	101.71
Total	526,697.00	0.00	0.00	526,697.00	346,931.26	319,031.36	665,962.62	(139,265.62)	126.44
6000-HS Tuition									
6000.000100.55610. Tuition - HS Regular Ed - public schools	1,053,516.00	0.00	0.00	1,053,516.00	595,233.50	486,108.50	1,081,342.00	(27,826.00)	102.64
6000.000200.55610. Tuition - HS Special Ed - public schools	659,932.00	0.00	0.00	659,932.00	449,287.38	267,396.17	716,683.55	(56,751.55)	108.60
6000.000200.55630. Tuition - HS Special Ed - private schools	238,105.00	0.00	0.00	238,105.00	218,845.00	97,721.00	316,566.00	(78,461.00)	132.95
Total	1,951,553.00	0.00	0.00	1,951,553.00	1,263,365.88	851,225.67	2,114,591.55	(163,038.55)	108.35
6100-Elementary Tuition									
6100.000100.55660. Tuition - Elem Magnet Schools	52,552.00	0.00	0.00	52,552.00	41,023.00	3,088.80	44,111.80	8,440.20	83.94
6100.000200.55631. Tuition - Elem Special Ed - private schools	159,169.00	0.00	0.00	159,169.00	80,275.74	151,479.66	231,755.40	(72,586.40)	145.60
6100.000200.55660. Tuition - Elem Special Ed Magnet Schools	113,340.00	0.00	0.00	113,340.00	104,063.50	44,057.00	148,120.50	(34,780.50)	130.69
Total	325,061.00	0.00	0.00	325,061.00	225,362.24	198,625.46	423,987.70	(98,926.70)	130.43
Total Expenditures	\$ 6,895,693.00	\$ 0.00	\$ 0.00	\$ 6,895,693.00	\$ 3,601,233.18	\$ 1,613,475.89	\$ 5,214,709.07	\$ 1,680,983.93	\$ 75.62

BOE Budget v. Actual										
12/31/2022										
	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
2600.54101. Rubbish Removal	\$ 8,700.00	\$ -	\$ -	\$ 8,700.00	\$ 4,778.33	\$ 4,220.40	\$ 8,998.73	\$ (298.73)	\$ -	\$ (298.73)
2600.54300. Equipment Repairs & Maint	\$ 5,000.00	\$ -	\$ -	\$ 5,000.00	\$ 1,846.50	\$ -	\$ 1,846.50	\$ 3,153.50	\$ 3,153.50	\$ -
2600.54301. Building Repairs & Maint	\$ 5,000.00	\$ -	\$ -	\$ 5,000.00	\$ 9,452.76	\$ -	\$ 9,452.76	\$ (4,452.76)	\$ -	\$ (4,452.76)
2600.54411. Water	\$ 3,000.00	\$ -	\$ -	\$ 3,000.00	\$ 1,166.26	\$ 1,500.00	\$ 2,666.26	\$ 333.74	\$ -	\$ 333.74
2600.54412. Sewer	\$ 2,000.00	\$ -	\$ -	\$ 2,000.00	\$ 780.90	\$ 1,000.00	\$ 1,780.90	\$ 219.10	\$ -	\$ 219.10
2600.55300. Communications - Telephone & Internet	\$ 12,000.00	\$ -	\$ -	\$ 12,000.00	\$ 5,848.46	\$ 4,800.00	\$ 10,648.46	\$ 1,351.54	\$ -	\$ 1,351.54
2600.55800. Conference/Travel - Building Maintenance	\$ 100.00	\$ -	\$ -	\$ 100.00	\$ -	\$ -	\$ -	\$ 100.00	\$ -	\$ 100.00
2600.56100. General Supplies - Maintenance Department	\$ 16,000.00	\$ -	\$ -	\$ 16,000.00	\$ 3,352.85	\$ -	\$ 3,352.85	\$ 12,647.15	\$ 12,647.15	\$ -
2600.56220. Electricity	\$ 60,000.00	\$ -	\$ -	\$ 60,000.00	\$ 24,246.11	\$ 40,868.12	\$ 65,114.23	\$ (5,114.23)	\$ -	\$ (5,114.23)
2600.56230. Liquid Propane	\$ 12,000.00	\$ -	\$ -	\$ 12,000.00	\$ 4,755.46	\$ 7,244.54	\$ 12,000.00	\$ -	\$ -	\$ -
2600.56240. Heating Oil	\$ 23,400.00	\$ -	\$ -	\$ 23,400.00	\$ 6,072.89	\$ 24,889.45	\$ 30,962.34	\$ (7,562.34)	\$ 14,400.00	\$ (21,962.34)
2600.56260. Gasoline	\$ 600.00	\$ -	\$ -	\$ 600.00	\$ 383.39	\$ -	\$ 383.39	\$ 216.61	\$ 216.61	\$ -
2600.57300. Equipment	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ 1,000.00	\$ -
2600.57330. Furniture & Fixtures	\$ -	\$ -	\$ -	\$ -	\$ 0.00	\$ 0.00	\$ -	\$ -	\$ -	\$ -
Total	\$ 346,987.00	\$ -	\$ -	\$ 346,987.00	\$ 172,878.99	\$ 104,228.31	\$ 277,107.30	\$ 69,879.70	\$ 119,792.05	\$ (49,912.35)
2700-Student Transportation										
2700.55100. Contracted Pupil Transp Reg	\$ 372,605.00	\$ -	\$ -	\$ 372,605.00	\$ 117,210.92	\$ 242,058.12	\$ 359,269.04	\$ 13,335.96	\$ 4,000.00	\$ 9,335.96
2700.55108. Contracted Pupil Transp Spec Ed HS	\$ 58,500.00	\$ -	\$ -	\$ 58,500.00	\$ 115,940.00	\$ 48,660.00	\$ 164,600.00	\$ (106,100.00)	\$ -	\$ (106,100.00)
2700.55109. Contracted Pupil Transp Spec Ed Elem\Summer School	\$ 49,317.00	\$ -	\$ -	\$ 49,317.00	\$ 92,785.00	\$ 11,220.00	\$ 104,005.00	\$ (54,688.00)	\$ -	\$ (54,688.00)
2700.55150. Contracted Pupil Transp Athletics/Ext Curr	\$ 8,775.00	\$ -	\$ -	\$ 8,775.00	\$ 1,981.88	\$ -	\$ 1,981.88	\$ 6,793.12	\$ 2,500.00	\$ 4,293.12
2700.55151. Contracted Pupil Transp Field Trips	\$ 2,500.00	\$ -	\$ -	\$ 2,500.00	\$ 506.70	\$ -	\$ 506.70	\$ 1,993.30	\$ -	\$ 1,993.30
2700.56260. Gasoline	\$ 35,000.00	\$ -	\$ -	\$ 35,000.00	\$ 18,506.76	\$ 17,093.24	\$ 35,600.00	\$ (600.00)	\$ -	\$ (600.00)
Total	\$ 526,697.00	\$ -	\$ -	\$ 526,697.00	\$ 346,931.26	\$ 319,031.36	\$ 665,962.62	\$ (139,265.62)	\$ 6,500.00	\$ (145,765.62)
6000-HS Tuition										
6000.000100.55610. Tuition - HS Regular Ed - public schools	\$ 1,053,516.00	\$ -	\$ -	\$ 1,053,516.00	\$ 595,233.50	\$ 486,108.50	\$ 1,081,342.00	\$ (27,826.00)	\$ -	\$ (27,826.00)
6000.000200.55610. Tuition - HS Special Ed - public schools	\$ 659,932.00	\$ -	\$ -	\$ 659,932.00	\$ 449,287.38	\$ 267,396.17	\$ 716,683.55	\$ (56,751.55)	\$ (8,833.35)	\$ (47,918.20)
6000.000200.55630. Tuition - HS Special Ed - private schools	\$ 238,105.00	\$ -	\$ -	\$ 238,105.00	\$ 218,845.00	\$ 97,721.00	\$ 316,566.00	\$ (78,461.00)	\$ (57,089.15)	\$ (21,371.85)
Total	\$ 1,951,553.00	\$ -	\$ -	\$ 1,951,553.00	\$ 1,263,365.88	\$ 851,225.67	\$ 2,114,591.55	\$ (163,038.55)	\$ (65,922.50)	\$ (97,116.05)
6100-Elementary Tuition										
6100.55631. Tuition - Elem Special Ed - private schools	\$ 159,169.00	\$ -	\$ -	\$ 159,169.00	\$ 80,275.74	\$ 151,479.66	\$ 231,755.40	\$ (72,586.40)	\$ (18,374.58)	\$ (54,211.82)
6100.000100.55660. Tuition - Elem Magnet Schools	\$ 52,552.00	\$ -	\$ -	\$ 52,552.00	\$ 41,023.00	\$ 3,088.80	\$ 44,111.80	\$ 8,440.20	\$ 2,357.20	\$ 6,083.00
6100.000200.55660. Tuition - Elem Magnet Schools - Special Ed	\$ 113,340.00	\$ -	\$ -	\$ 113,340.00	\$ 104,063.50	\$ 44,057.00	\$ 148,120.50	\$ (34,780.50)	\$ (5,347.80)	\$ (29,432.70)
Total	\$ 325,061.00	\$ -	\$ -	\$ 325,061.00	\$ 225,362.24	\$ 198,625.46	\$ 423,987.70	\$ (98,926.70)	\$ (21,365.18)	\$ (77,561.52)
Total Expenditures	\$ 6,895,693.00	\$ -	\$ -	\$ 6,895,693.00	\$ 3,601,233.18	\$ 1,613,475.89	\$ 5,213,943.13	\$ 1,680,983.93	\$ 1,691,635.82	\$ (10,651.89)
					1,989,701.45	2,542,431.63				
						52.22%				