

STATE OF CONNECTICUT  
MUNICIPAL ACCOUNTABILITY REVIEW BOARD  
**RESCHEDULED/SPECIAL MEETING NOTICE AND AGENDA**

**Meeting Date and Time:** Thursday, September 14, 2023, 10:00 AM –12:00 PM, Rescheduled from September 7, 2023

**Meeting Location:** Legislative Office Building  
Hearing Room 1D  
300 Capital Avenue  
Hartford, CT 06106

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: 735 824 07

**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. Speakers who called in by phone please press \*6 to unmute.*
  
- III. Approval of Minutes:
  - a. August 31, 2023, Special Meeting
  
- IV. City of Hartford
  - a. Review, Discussion and Possible Action: Labor Contracts
    - i. Tentative Agreement – Municipal Lawyers’ Association
    - ii. MOA - Hartford Municipal Employees Association (HMEA)
  - b. Review, Discussion and Possible Action: Non-Labor Contract
    - i. Axon Enterprises – Police Body Cameras, Vehicles Cameras and Tasers
  - c. Review and Discussion: Monthly Financial Report: June and July 2023
  - d. Moody’s Upgrade of Credit Rating
  
- V. City of West Haven
  - a. Tier IV Updates:

- i. Introduction of Finance Manager Firm
    - ii. Update on Whittlesey's Assessment
    - iii. Update on Tier IV Corrective Action Plan
  - b. Review, Discussion and Possible Action: West Haven Bond Issuance
    - i. Proposed Bond Anticipation Issue of 2023, Series B - Notes Issuance September 28, 2023
    - ii. Proposed Bond/Note Issue of 2023, Series C - Issuance November 21, 2023
  - c. Review, Discussion and Possible Action: Labor Contracts
    - i. Tentative Agreement – West Haven Police, Local #895, UPSEU-C.O.P.S.
  - d. Review, Discussion and Possible Actions: Non-Labor Contracts:
    - i. APPA Grant Small Business Subaward: Park Commons, LLC
    - ii. Vision Government Solutions, Inc. – Revaluation of All Real Estate Properties
    - iii. Tilcon Connecticut, Inc. – Street Paving
    - iv. A&S Electrical Services, Inc. – Boardwalk CCTV “Blue Light” Installation
    - v. Omni Data, LLC – Installation of Video Surveillance and Emergency Call Stations
    - vi. Winkle Bus Company of West Haven – School Transportation
  - e. Review and Discussion: Monthly Financial Report: June and July 2023 - Pending
  - f. Update: FY 2022 Audit
  - g. Open Item List
- VI. Town of Sprague
  - a. Review and Discussion: Monthly Financial Report: June and July 2023
  - b. Moody's Upgrade of Credit Rating
- VII. September Subcommittee Meetings
- VIII. Adjourn

Draft August 31, 2023 Meeting Minutes  
To be Provided Separately

**TENTATIVE AGREEMENT  
BETWEEN THE CITY OF HARTFORD  
AND  
MUNICIPAL LAWYERS' ASSOCIATION  
FOR A SUCCESSOR COLLECTIVE BARGAINING AGREEMENT**

The City of Hartford (hereinafter, "City") and the Municipal Lawyers' Association (hereinafter, "MLA") tentatively agree to a successor Collective Bargaining Agreement, which is effective retroactive to July 1, 2021 through June 30, 2025, subject to the ratification of MLA and approval by the City of Hartford Court of Common Council and the Municipal Accountability Review Board (hereinafter, "MARB").

*This Tentative Agreement represents concepts and not necessarily final contract language. Actual contract language will be drafted if the Tentative Agreement is ratified by MLA and approved by the Court of Common Council and MARB.*

CITY OF HARTFORD



LUKE BRONIN, MAYOR

8/8/23

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DATE

CITY OF HARTFORD MUNICIPAL LAWYERS' ASSOCIATION



JONATHAN BEAMON, PRESIDENT

8/7/23

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DATE



**TENTATIVE AGREEMENT BETWEEN THE CITY AND MLA**

The CITY OF HARTFORD (“CITY”) and the MUNICIPAL LAWYERS’ ASSOCIATION (“MLA”) agree to the following terms for a successor collective bargaining agreement to succeed the collective bargaining agreement that expired on June 30, 2021.

**1. DURATION, SECTION 5.3:**

Revise to reflect that this Agreement shall be in effect from July 1, 2021 through June 30, 2025.

**The Cover Page of the Collective Bargaining Agreement, as well as any and all other references to duration throughout the Agreement will be changed to July 1, 2021 through June 30, 2025**

**2. CLASSIFICATION AND PAY, SECTION 3.3:**

**1. Wages.** The pay rates and pay ranges for job classifications in the bargaining unit shall be as described in Appendix A.

Effective and retroactive to July 1, 2021, wages shall remain unchanged from the rates in effect on June 30, 2021.

Effective and retroactive to January 1, 2022, the salaries of each bargaining unit member in effect on December 31, 2021 will be increased by four percent (4%).

Effective and retroactive to July 1, 2022, the salaries of each bargaining unit member in effect on June 30, 2022 will be increased by two percent (2%).

Effective and retroactive to July 1, 2023, the salaries of each bargaining unit member in effect on June 30, 2023 will be increased by two and one half percent (2.5%).

Effective July 1, 2024, the salaries of each bargaining unit member in effect on June 30, 2024 will be increased by two and one half percent (2.5%).

The effective date of salary increases and other changes that affect the computation of earnings shall be the date specified if the date falls on the 1<sup>st</sup> Sunday of the pay period, or the Sunday beginning the new pay period that immediately follows the date specified.

Effective July 1, 2022, the minimum and maximum biweekly salary ranges for the classifications covered by this Agreement shall be adjusted as follows:

Classification	Biweekly Minimum	Biweekly Maximum
9711 Associate Counsel	\$2,769.23	\$3,825.00
9712/7004 Assistant Corporation Counsel	\$3,350.10	\$5,362.00
7001 Senior Assistant Corporation Counsel	\$3,684.59	\$5,655.00

Note: The Parties agreed to delete the paragraphs referencing previous general wage increases in the successor Collective Bargaining Agreement. Also, the pay rates are described in greater detail in the wage spreadsheet that was signed by the parties on July 17, 2023 and which is attached to this Tentative Agreement document.

## TENTATIVE AGREEMENT BETWEEN THE CITY AND MLA

2. **Growth Increments.** The previous contract language will be deleted and replaced with the agreed upon growth increments terms as described in greater detail in the wage spreadsheet that was signed by the parties on July 17, 2023 and which is attached to this Tentative Agreement document, and summarized as follows:

Fiscal Year 2021-2022: Bargaining unit members shall not receive a growth increment in the 2021-22 contract year.

Fiscal Year 2022-2023: All eligible bargaining unit members shall receive a 2.5% growth increment in January 2023.

Fiscal Year 2023-2024: All eligible bargaining unit members shall receive a 2.5% growth increment in January 2024.

Fiscal Year 2024-2025: Bargaining unit members shall be eligible for growth increments in the 2024-25 contract year based on the growth increment eligibility requirements and provisions that have been in effect.

**WAGES (APPENDIX A)** – The Minimum and Maximum Salary Ranges shall be updated to reflect the minimum and maximum salaries as noted above and described in greater detail in the wage spreadsheet that was signed by the parties on July 17, 2023 and which is attached to this Tentative Agreement document.

c. **Biweekly Pay.** All bargaining unit members will be paid on a biweekly schedule. ~~Effective after the approval of the 2015-2021 Agreement, a~~All pay-related checks will be direct deposited by the City with electronic notification to the bargaining unit member.

### 3. RIGHTS AND RECOGNITION, ARTICLE I, SECTION 1.2:

All employees and new hires who are covered by this Agreement as of the effective date of this Agreement and hereafter ~~shall, as a condition of continued employment, may choose to remain or become and remain members of the Union in good standing, or, if they choose at any time not to be members, pay a service fee to the Union which shall not be greater than the current dues rate uniformly required of Union members. Present employees shall have thirty (30) days from the effective date of this Agreement to comply with this Section. New employees shall comply with this Section within thirty (30) days of the date of hire.~~

### 4. PERSONNEL, PAY AND BENEFITS, ARTICLE III, SECTION 3.1:

It is understood and agreed that the provisions of the Charter of the City of Hartford, ordinances, laws, and the City of Hartford Personnel Rules and Regulations (as those Rules and Regulations relate to non-union employees as of ~~February 25, 1992~~December 27, 1993) which are not otherwise superseded by the terms of this Agreement shall be incorporated by reference in this Agreement.

### 5. PERSONNEL, PAY AND BENEFITS, ARTICLE III, SECTION 3.4, INSURANCES:

#### 1. **Healthcare.**

a. **Plan Design.** ~~———— The medical and prescription drugs benefits as outlined in the July 1, 2011 through June 30, 2015 Collective Bargaining Agreement will continue to be provided to each employee and each employee's eligible dependents through June 30, 2019.~~

## TENTATIVE AGREEMENT BETWEEN THE CITY AND MLA

~~Effective July 1, 2019,~~ The City will provide benefits and coverage for each employee and each employee's enrolled eligible dependents under the High Deductible Health plan (HDHP) as outlined in Appendix B attached. Any non-standard benefits that were provided under the medical plans outlined in the July 1, 2011 through June 30, 2015 Collective Bargaining Agreement will not be provided under the HDHP.

~~b.~~ Health Savings Account. The HDHP will include a Health Savings Account (HSA). The City will contribute fifty percent (50%) of the employee's In-Network deductible to the employee's HSA. ~~In Fiscal Year 2019-20, the City's fifty percent (50%) contribution will be paid as follows:~~

- ~~• Fifty percent (50%) of the City's total contribution amount in July 2019,~~
- ~~• Twenty five percent (25%) of the City's total contribution amount in January 2020, and~~
- ~~• Twenty five percent (25%) of the City's total contribution amount in April 2020.~~

~~Commencing in the month of July 2020 and thereafter, any e~~The employer HSA contribution will be paid in equal installments on a quarterly basis.

Notwithstanding anything in this Agreement to the contrary, the City will not contribute to the HSA of any retiring employee who is eligible to purchase retiree health insurance through the City by virtue of other provisions of this Agreement (Pre-2006 employees only).

~~c.~~ Prescription Drugs. ~~Effective after approval of the 2015-2021 Agreement,~~ ~~a~~All bargaining unit members and their dependents shall be required to get maintenance prescriptions as 90-day fills. The first 30-day fill of that maintenance medication may be made at any participating pharmacy. After the first prescription, only two (2) choices will be available:

1. Receive maintenance medication through the City's carrier's mail-order pharmacy, or
2. Fill the prescription at a pharmacy that participates in the State's Maintenance Drug Network (see the list of participating pharmacies on the Comptroller's website at [www.osc.ct.gov](http://www.osc.ct.gov)).

A list of maintenance medications is posted at [www.osc.ct.gov](http://www.osc.ct.gov).

If the City moves to the standard CVS formulary, the Municipal Lawyers' Association agrees to it without challenge.

**2. Employee Contributions.** ~~Effective July 1, 2014, the employee contributions for health insurance coverage shall be nineteen percent (19%) of the monthly premium as determined by the City's insurance carrier, which shall be deducted from employee wages and paid toward the cost of such insurance.~~

Effective July 1, ~~2019~~2021, the employee contributions for health insurance coverage shall be twenty percent (20%) of the monthly premium as determined by the City's insurance carrier, which shall be deducted from employee wages and paid toward the cost of such insurance.

(5<sup>th</sup> paragraph of this section) ~~Employee contributions for each fiscal year beginning July 1, 2007 shall not exceed one hundred twenty five percent (125%) of the employee's previous year's~~

## TENTATIVE AGREEMENT BETWEEN THE CITY AND MLA

~~contribution. For purposes of establishing employee contributions, the monthly premium for the City's Century Preferred Provider Medical and Prescription Drug coverage as of January 1, 2013 is: Seven hundred eighteen dollars and twenty seven cents (\$718.27) for single coverage; one thousand five hundred fifty dollars and seventy six cents (\$1,550.76) for two person coverage; and two thousand eight dollars and eighty five cents (\$2,008.85) for family coverage. Effective July 1, 2015, the monthly premium for the City's medical and prescription drug coverage is: Eight hundred fifty dollars and eighty two cents (\$850.82) for single coverage; one thousand eight hundred forty nine dollars and eight cents (\$1,849.08) for two person coverage; and two thousand three hundred ninety dollars and eighty one cents (\$2,390.81) for family coverage.~~

### 6. LONGEVITY, HOLIDAY, VACATION AND SICK LEAVES AND RELATED LEAVES, ARTICLE III, SECTION 3.5.1, VACATION, VACATION PAYOUT:

(Last paragraph of this section) Notwithstanding anything in this Agreement to the contrary, ~~effective after approval of the 2015-2021 Agreement,~~ any vacation leave lump sum payment shall not be used to increase the bargaining unit member's years of creditable service and any vacation lump sum payment shall not be included or utilized in any manner in determining or calculating the bargaining unit member's final average pay period, final average pay, and retirement allowance. No pension contribution will be deducted from the vacation lump sum payment. The effective date of separation shall be the day immediately following the bargaining unit member's last day of work.

### 7. LONGEVITY, HOLIDAY, VACATION AND SICK LEAVES AND RELATED LEAVES, ARTICLE III, SECTION 3.5.4, SICK LEAVE:

(4<sup>th</sup> paragraph of this section) Notwithstanding anything in this Agreement to the contrary, ~~effective after approval date of the 2015-2021 Agreement,~~ bargaining unit members shall accumulate any unused portion of sick leave, including that accumulated in the prior fiscal years, to a maximum of eighty (80) days. Bargaining unit members who have more than eighty (80) days of accumulated sick leave as of the date of approval of the 2015-2021 Agreement may keep their current sick leave balance but may not accrue additional leave until or unless their balance decreases below the eighty (80) day maximum and thereafter may not accumulate in excess of the eighty (80) day maximum.

### 8. LONGEVITY, HOLIDAY, VACATION AND SICK LEAVES AND RELATED LEAVES, ARTICLE III, SECTION 3.6.1, PENSIONS AND RETIREMENT BENEFITS:

#### 1. Bargaining Unit Members Hired On or After July 1, 2006 But Before November 26, 2012 (hereinafter, "Pre-2012 MLA")

Employee Contributions. The pension contributions for all Pre-2012 MLA members shall be as follows:

~~Effective the pay period after the approval of the 2015-2021 Agreement, eight percent (8%) on Social Security covered portion of earnings and eleven percent (11%) on earnings in excess of social security earnings.~~

~~Effective July 1, 2019, nine percent (9%) on Social Security covered portion of earnings and twelve percent (12%) on earnings in excess of social security earnings.~~

~~Effective July 1, 2020, ten percent (10%) on Social Security covered portion of earnings and thirteen percent (13%) on earnings in excess of social security earnings.~~



TENTATIVE AGREEMENT BETWEEN THE CITY AND MLA

2. *Bargaining Unit Members Hired On or After November 26, 2012 (the approval of the 2011-2015 Agreement) (hereinafter, "Post-2012 MLA")*

*Employee Contributions.* The pension contributions for all Post-2012 MLA members shall be as follows:

~~Effective the pay period after the approval of the 2015-2021 Agreement, eight percent (8%) on Social Security covered portion of earnings and eleven percent (11%) on earnings in excess of social security earnings.~~

~~Effective July 1, 2019, nine percent (9%) on Social Security covered portion of earnings and twelve percent (12%) on earnings in excess of social security earnings.~~

~~Effective July 1, 2020, ten percent (10%) on Social Security covered portion of earnings and thirteen percent (13%) on earnings in excess of social security earnings.~~

9. **LONGEVITY, HOLIDAY, VACATION AND SICK LEAVES AND RELATED LEAVES, ARTICLE III, SECTION 3.11, PROFESSIONAL MEMBERSHIPS:**

~~Effective November 26, 2012 (the approval of the 2011-2015 Agreement),~~ The City shall pay the cost of the following annual memberships:

- The Connecticut Bar Association for each bargaining unit member,
- The Connecticut Association of Municipal Attorneys for the Corporation Counsel Office, and
- Additional law-related memberships, which will be selected by the bargaining unit member and limited to a maximum annual cost of four hundred dollars (\$400.00) per member.

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**CITY OF HARTFORD**

**AND**

**THE MUNICIPAL LAWYERS' ASSOCIATION**

**JULY 1, 20~~15~~21 – JUNE 30, 20~~21~~25**

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## PREAMBLE

The following Agreement between the City of Hartford, Connecticut, hereinafter referred to as “the City,” and the Municipal Lawyers’ Association, hereinafter referred to as “the Association” or “the Union,” is recorded in written form to meet the requirements as set forth in the Municipal Employee Relations Act, Section 7-470(c) of the Connecticut General Statutes. This Agreement is designed to provide for an equitable procedure for the resolution of differences in accordance with the grievance procedure specified herein, in order to promote a cooperative relationship between the Association and the City.

## ARTICLE I RIGHTS AND RECOGNITION

### Section 1.1 RECOGNITION

The City recognizes, pursuant to the recognition agreement dated February 25, 1992, the Association as the sole and exclusive bargaining representative of the attorneys employed by the City in the Office of the Corporation Counsel, excluding the Corporation Counsel and the Deputy Corporation Counsel.

The Municipal Lawyers’ Association recognizes the Mayor and/or his/her designated representative(s) as the sole and exclusive bargaining representative of the City of Hartford for purposes of collective bargaining under the Municipal Employee Relations Act.

### Section 1.2 AGENCY SHOP

All employees and new hires who are covered by this Agreement as of the effective date of this Agreement and hereafter ~~shall, as a condition of continued employment, may choose to~~ remain or become and remain members of the Union in good standing. ~~or, if they choose at any time not to be members, pay a service fee to the Union which shall not be greater than the current dues rate uniformly required of Union members. Present employees shall have thirty (30) days from the effective date of this Agreement to comply with this Section. New employees shall comply with this Section within thirty (30) days of the date of hire.~~

The Union agrees to indemnify and hold harmless the City for any loss or damages arising from the operation of this Section.

### Section 1.3 DUES CHECK-OFF

The City agrees to deduct from the pay of all employees covered by this Agreement, who authorize such deduction from their wages, such membership dues as may be fixed by the Union. Such deductions shall continue for the duration of this Agreement. The deduction for any month shall be made during the last payroll period of said month and

shall be remitted to the Union, together with a list of employees from whose wages such deductions have been made, not later than the fifteenth (15<sup>th</sup>) day of the following month.

The Union agrees to indemnify and hold harmless the City for any loss or damages arising from the operation of this Section.

#### **Section 1.4 UNION LEAVE**

Not more than two (2) Union members shall be granted leave from duty with full pay for all meetings and/or hearings between the City and the Association for the purpose of processing grievances when such meetings and/or hearings are scheduled and held during normal work hours.

Association officials may attend meetings and/or hearings during work hours without loss of pay when such meetings and/or hearings are requested or approved by the Chief Operating Officer or the Director of Human Resources and Labor Relations.

The members of the Association Negotiating Committee shall be granted leave from duty with full pay for all meetings and/or hearings between the City and the Union for the purposes of collective bargaining when such meetings and/or hearings are scheduled and held during normal work hours.

#### **Section 1.5 NO STRIKE/NO LOCKOUT**

The Association agrees that it will not call or support any strike, work stoppage, work slowdown or the withholding of services of any kind by any bargaining unit member or members. The City agrees it will not lockout any bargaining unit member at any time.

#### **Section 1.6 MANAGEMENT RIGHTS**

Except as otherwise abridged or modified by any provision of this Agreement, it is understood and agreed that the City of Hartford and the Corporation Counsel will continue to have, whether exercised or not, all of the rights, power and authority heretofore existing, including but not limited to the following: determine the quality and quantity standards of services to be offered by the Office of the Corporation Counsel; determine the standards of selection for employment; direct and supervise employees; take disciplinary action; relieve employees from duty for lack of funds, lack of work or for other legitimate reasons; issue rules and regulations; maintain the integrity and efficiency of governmental operations; determine the methods, means and personnel by which the Office of the Corporation Counsel's operations are to be conducted; determine the content of classifications and job descriptions; establish and revise or discontinue policies, programs and procedures to meet changing conditions and to better serve the needs of clients and the public; exercise complete control and discretion over the organization and the technology of performing the work of the Office of the Corporation Counsel; and fulfill all of the legal and Charter responsibilities of the Office of Corporation Counsel. The above rights, responsibilities and prerogatives are inherent in the Court of Common Council, Mayor and Office of the Corporation Counsel by virtue of statutory and Charter provisions and cannot be subject to

any grievance or arbitration proceedings except as specifically provided for in this Agreement.

**Section 1.7 EXCLUSIONS**

Part-time (other than those attorneys provided for in Section 3.8 of this Agreement), seasonal and temporary employees are excluded from this Agreement.

**Section 1.8 QUARTERLY MEETINGS**

The Corporation Counsel and the Municipal Lawyer's Association shall participate in meetings, as requested by either party, to discuss matters of concern to the bargaining unit.

**Section 1.9 TECHNOLOGY COMMITTEE**

A committee shall be established consisting of two (2) persons designated by the Union and two (2) persons designated by the City. The committee shall make recommendations for upgrades in technological devices, such as computers, PDAs, tablets, etc. All recommendations shall be in compliance with MHIS guidelines, require approval by the Corporation Counsel, and be subject to available funding.

**ARTICLE II  
GRIEVANCE PROCEDURE**

**Section 2.1 DEFINITIONS**

Any grievance or dispute that may arise between the parties concerning the application, meaning or interpretation of this Agreement, unless specifically excluded by this Agreement, shall be settled in the following manner.

It is the intent of this paragraph to provide union access to the grievance procedure on contractual provisions granting rights or benefits directly to the Union as an organization.

**Section 2.2 PROCEDURE**

**Step 1.** The aggrieved employee(s), who may be represented by a representative of the Association, shall present the facts to the Corporation Counsel, in writing, no later than fifteen (15) working days from the date on which the grievance or dispute arose. The Corporation Counsel shall render a written response to the employee and the Association representative within ten (10) working days of receipt of the grievance.

The written grievance shall contain:

- a) A statement of the grievance and the facts involved.
- b) The alleged violation of the specific provision of this Agreement.
- c) The remedy requested.

**Step 2.** If the grievance is not resolved in Step 1, the employee(s) or Association representative shall present it to the Director of Human Resources and Labor Relations within ten (10) working days of the receipt of the Step 1 response. If requested by the employee or Association representative, or if he/she so determines, the Director of Human Resources and Labor Relations, or designee, shall schedule a meeting with the parties no later than ten (10) working days from receipt of the grievance and shall render a response, in writing, to the employee and Association representative within ten (10) working days of receipt of the grievance or in the event there is a meeting, ten (10) working days from the close of the meeting.

**Step 3.** If the Association is not satisfied with the response rendered in Step 2, it shall notify the Director of Human Resources and Labor Relations in writing within ten (10) working days of the receipt of the Step 2 decision that it intends to submit the grievance to arbitration and shall simultaneously file notice of appeal to the State Board of Mediation and Arbitration. Said Board shall act on such request in accordance with its rules and regulations, but shall be limited to the express terms of this Agreement and shall not have the power to modify, amend or delete any terms or conditions of this Agreement or render any decision contrary to law.

Any grievance submitted to the State Board of Mediation and Arbitration under this Section may be expedited in accordance with the Board's rules covering expedited arbitrations if mutually agreed to by the City and the Union and provided the provisions of this Section are met and the case is heard by a single arbitrator.

The Union and the City may elect to submit to arbitration before the American Arbitration Association one (1) grievance per calendar year. The expense and fees for such arbitration will be divided equally between the Union and the City. Such arbitration will be subject to the rules and regulations of the American Arbitration Association and to the limitations on arbitrators as indicated above. Upon mutual agreement, additional cases may be brought to the American Arbitration Association.

Arbitration awards, rendered in accordance with this Section, shall be final and binding on the parties.

### **Section 2.3 GENERAL PROVISIONS**

Nothing in this Section shall prohibit the City from filing a grievance with the Association and, failing resolution of that grievance, submitting such grievance to arbitration in accordance with the above procedure.

Employees serving a probationary period shall not have access to the grievance procedure in the event of any disciplinary action, including suspension and/or discharge.

Grievances involving reclassification requests for positions in the bargaining unit shall be final at step 2 of the grievance procedure.

The Union shall have the right to be present at all grievance meetings and/or hearings from the time the grievance is presented in written form at the second step. The City agrees to notify the Union of the time and place of any meeting or hearing on any written grievance.

The parties may mutually agree to waive the time limits in the grievance procedure for a specific grievance, provided, however, if the Association fails to timely submit a grievance at any step in the procedure, when the time limits have not been mutually waived, the grievance shall be considered dropped.

Failure on the part of the City at any level to render a decision within the time limits provided above, unless the time limits have been mutually waived, shall permit the grievance to proceed to the next step.

Meetings conducted under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity to attend for all persons proper to be present. Persons proper to be present for purposes of this Section are defined as the grievant, his/her Union representative and qualified witnesses. When such meetings are held during work hours, the grievant and the Association representative(s) will be excused without loss of pay for that purpose.

### **ARTICLE III PERSONNEL, PAY AND BENEFITS**

#### **Section 3.1 PERSONNEL RULES**

It is understood and agreed that the provisions of the Charter of the City of Hartford, ordinances, laws, and the City of Hartford Personnel Rules and Regulations (as those Rules and Regulations relate to non-union employees as of ~~February 25, 1992~~December 27, 1993) which are not otherwise superseded by the terms of this Agreement shall be incorporated by reference in this Agreement.

#### **Section 3.2 PRIOR BENEFITS AND PRACTICES**

Nothing in this Agreement shall be construed as abridging any right or benefit that employees have enjoyed heretofore, provided such right or benefit is not superseded by the terms of this Agreement.



### **Section 3.3 CLASSIFICATION AND PAY**

**1. Wages.** The pay rates and pay ranges for job classifications in the bargaining unit shall be as described in Appendix A.

~~Effective July 1, 2011, the salaries of each bargaining unit member in effect on June 30, 2011 will remain in effect through December 31, 2011.~~

~~Effective and retroactive to January 1, 2012, the salaries of each bargaining unit member in effect on December 31, 2011 will be increased by one percent (1%).~~

~~Effective July 1, 2012, the salaries of each bargaining unit member in effect on June 30, 2012 will be increased by one percent (1%).~~

~~Effective January 1, 2013, the salaries of each bargaining unit member in effect on December 31, 2012 will be increased by one percent (1%).~~

~~Effective July 1, 2013, the salaries of each bargaining unit member in effect on June 30, 2013 will be increased by one percent (1%).~~

~~Effective January 1, 2014, the salaries of each bargaining unit member in effect on December 31, 2013 will be increased by one percent (1%).~~

~~Effective July 1, 2015, the salaries in effect on June 30, 2015 will remain in effect through June 30, 2019.~~

~~Effective July 1, 2019, the salaries of each bargaining unit member in effect on June 30, 2019 will be increased by two percent (2%).~~

~~Effective July 1, 2020, the salaries of each bargaining unit member in effect on July 1, 2020 will be increased by two percent (2%).~~

~~Effective and retroactive to July 1, 2021, wages shall remain unchanged from the rates in effect on June 30, 2021.~~

~~Effective and retroactive to January 1, 2022, the salaries of each bargaining unit member in effect on December 31, 2021 will be increased by four percent (4%).~~

~~Effective and retroactive to July 1, 2022, the salaries of each bargaining unit member in effect on June 30, 2022 will be increased by two percent (2%).~~

~~Effective and retroactive to July 1, 2023, the salaries of each bargaining unit member in effect on June 30, 2023 will be increased by two and one half percent (2.5%).~~

~~Effective July 1, 2024, the salaries of each bargaining unit member in effect on June 30, 2024 will be increased by two and one half percent (2.5%).~~

The effective date of salary increases and other changes that affect the computation of earnings shall be the date specified if the date falls on the 1<sup>st</sup> Sunday of the pay period, or the Sunday beginning the new pay period that immediately follows the date specified.

Effective July 1, 2022, the minimum and maximum biweekly salary ranges for the classifications covered by this Agreement shall be adjusted as follows:

<u>Classification</u>	<u>Biweekly Minimum</u>	<u>Biweekly Maximum</u>
<u>9711 Associate Counsel</u>	<u>\$2,769.23</u>	<u>\$3,825.00</u>
<u>9712/7004 Assistant Corporation Counsel</u>	<u>\$3,350.10</u>	<u>\$5,362.00</u>
<u>7001 Senior Assistant Corporation Counsel</u>	<u>\$3,684.59</u>	<u>\$5,655.00</u>

~~**2. Growth Increments.** Effective upon approval of the 2015-2021 Agreement and prospectively from the date of approval only, bargaining unit members will be eligible for a maximum of two (2) growth increments for the remaining term of the Agreement. All other growth increment eligibility requirements and provisions remain in effect.~~

~~Fiscal Year 2021-2022: Bargaining unit members shall not receive a growth increment in the 2021-22 contract year.~~

~~Fiscal Year 2022-2023: All eligible bargaining unit members shall receive a two and one half percent (2.5%) growth increment in January 2023.~~

~~Fiscal Year 2023-2024: All eligible bargaining unit members shall receive a two and one half percent (2.5%) growth increment in January 2024.~~

~~Fiscal Year 2024-2025: Bargaining unit members shall be eligible for growth increments in the 2024-25 contract year based on the growth increment eligibility requirements and provisions that have been in effect.~~

**3. Exceptional Service Increments.** As set forth in the guidelines established by the Director of Human Resources and Labor Relations, increments for exceptional service may be paid on recommendation of the Corporation Counsel supported by a convincing showing in writing of exceptional services as related to specific criteria to be recommended by each department applicable to its own work. Exception Service Increment recommendations must be approved by the Director of Human Resources and Labor Relations and the Mayor.

**4. Biweekly Pay.** All bargaining unit members will be paid on a biweekly schedule. ~~Effective after the approval of the 2015-2021 Agreement, a~~All pay-related checks will be direct deposited by the City with electronic notification to the bargaining unit member.

### **Section 3.4 INSURANCES**

#### **1. Healthcare.**

a. Plan Design. ~~The medical and prescription drugs benefits as outlined in the July 1, 2011 through June 30, 2015 Collective Bargaining Agreement will~~

~~continue to be provided to each employee and each employee's eligible dependents through June 30, 2019.~~

~~—Effective July 1, 2019, t~~The City will provide benefits and coverage for each employee and each employee's enrolled eligible dependents under the High Deductible Health plan (HDHP) as outlined in Appendix B attached. Any non-standard benefits that were provided under the medical plans outlined in the July 1, 2011 through June 30, 2015 Collective Bargaining Agreement will not be provided under the HDHP.

b. Health Savings Account. The HDHP will include a Health Savings Account (HSA). The City will contribute fifty percent (50%) of the employee's In-Network deductible to the employee's HSA. ~~In Fiscal Year 2019-20, the City's fifty percent (50%) contribution will be paid as follows:~~

- ~~• Fifty percent (50%) of the City's total contribution amount in July 2019,~~
- ~~• Twenty five percent (25%) of the City's total contribution amount in January 2020, and~~
- ~~• Twenty five percent (25%) of the City's total contribution amount in April 2020.~~

~~—Commencing in the month of July 2020 and thereafter, any~~The employer HSA contribution will be paid in equal installments on a quarterly basis.

Notwithstanding anything in this Agreement to the contrary, the City will not contribute to the HSA of any retiring employee who is eligible to purchase retiree health insurance through the City by virtue of other provisions of this Agreement (Pre-2006 employees only).

c. Prescription Drugs. ~~Effective after approval of the 2015-2021 Agreement, a~~All bargaining unit members and their dependents shall be required to get maintenance prescriptions as 90-day fills. The first 30-day fill of that maintenance medication may be made at any participating pharmacy. After the first prescription, only two (2) choices will be available:

1. Receive maintenance medication through the City's carrier's mail-order pharmacy, or
2. Fill the prescription at a pharmacy that participates in the State's Maintenance Drug Network (see the list of participating pharmacies on the Comptroller's website at [www.osc.ct.gov](http://www.osc.ct.gov)).

A list of maintenance medications is posted at [www.osc.ct.gov](http://www.osc.ct.gov).

If the City moves to the standard CVS formulary, the Municipal Lawyers' Association agrees to it without challenge.

d. Healthy Hartford. The City shall implement the Healthy Hartford Program as described in greater detail in Schedules 1 and 2 of Appendix C to assist with early medical detection and provide education about chronic condition care. Bargaining

unit members and eligible dependents will be provided with a minimum of six (6) months of notice to become compliant with all age appropriate health and dental assessments and screenings described in Appendix C. Once the notice period has expired, bargaining unit members and their covered dependents must comply with the Healthy Hartford Program requirements, and non-compliance by the bargaining unit member and/or any covered dependent moving forward will result in an additional one hundred dollars (\$100.00) per month supplemental charge to their employee health insurance contributions, which will remain in effect until the month following compliance.

**2. Dental Benefits.** The City will provide each bargaining unit member and each bargaining unit member's eligible enrolled dependents with the full service dental plan with Riders A, B, C, and D as outlined in Appendix D or an alternative plan as provided in the last paragraph of this Section. Unmarried dependent children will be covered to the maximum age of twenty-six (26) as defined by the IRS Guidelines.

Effective January 1, 2007, the dental riders will be provided to each bargaining unit member with the cost of the riders being paid by the City, except for the Prosthodontics Rider which will be paid entirely by the employee through payroll deduction. Each bargaining unit member also will have the option to purchase the City's dental riders for his or her eligible dependents. However, the dependent riders must be provided collectively, not individually, and the cost of the dependent dental riders will be paid entirely by the employee through payroll deduction. Dependents may not be covered by these dental riders unless the employee elects the dental rider coverage.

Effective January 1, 2013, bargaining unit members shall contribute the same percentage contribution for dental benefits as outlined below in "Employee Contributions."

**3. Employee Contributions.** ~~Effective July 1, 2014, the employee contributions for health insurance coverage shall be nineteen percent (19%) of the monthly premium as determined by the City's insurance carrier, which shall be deducted from employee wages and paid toward the cost of such insurance.~~

Effective July 1, 2019~~21~~, the employee contributions for health insurance coverage shall be twenty percent (20%) of the monthly premium as determined by the City's insurance carrier, which shall be deducted from employee wages and paid toward the cost of such insurance.

Employee contributions for medical and dental insurance shall be made on a pre-tax basis pursuant to a "125 Plan," as approved by the IRS.

The monthly premium rate is the underwriting rate, as determined by the City's insurance carrier on a yearly basis. The City agrees to provide the Union President with the schedule of premium rates annually upon publication.

~~Employee contributions for each fiscal year beginning July 1, 2007 shall not exceed one hundred twenty five percent (125%) of the employee's previous year's contribution. For purposes of establishing employee contributions, the monthly premium for the City's~~

~~Century Preferred Provider Medical and Prescription Drug coverage as of January 1, 2013 is: Seven hundred eighteen dollars and twenty seven cents (\$718.27) for single coverage; one thousand five hundred fifty dollars and seventy six cents (\$1,550.76) for two person coverage; and two thousand eight dollars and eighty five cents (\$2,008.85) for family coverage. Effective July 1, 2015, the monthly premium for the City's medical and prescription drug coverage is: Eight hundred fifty dollars and eighty two cents (\$850.82) for single coverage; one thousand eight hundred forty nine dollars and eight cents (\$1,849.08) for two person coverage; and two thousand three hundred ninety dollars and eighty one cents (\$2,390.81) for family coverage.~~

**4. Medical and Dental Insurance Waiver. Withdrawal from Health Care Coverage.** Effective July 1 immediately following the approval of the 2011-2015 Agreement and each July 1 thereafter, bargaining unit members who are eligible for medical and dental insurance benefits through the City may voluntarily elect, subject to Section 125 of the Internal Revenue Code, to waive their City-provided medical and dental insurance coverage for a minimum of one (1) year, except as provided below. A bargaining unit member who opts not to accept medical and dental insurance through one of the City's medical and dental insurance plans, in lieu thereof, shall be paid an annual amount of Two Thousand Five Hundred Dollars (\$2,500.00) at the end of that fiscal year, provided the bargaining unit member timely notifies the Benefits Administration Office before the close of the annual open enrollment period. In order to be eligible for this annual payment, the bargaining unit member must provide evidence of alternate coverage under another group health benefit program. This waiver, including the evidence of alternate coverage, must be renewed each year during the annual open enrollment period. Payment for the waiver will be paid only upon the completion of the entire plan year, payable in July of the new fiscal year.

Any bargaining unit member who subsequently becomes ineligible under some alternate medical insurance coverage during the one (1) year period shall be entitled to re-enroll under the City's medical insurance provisions provided that the City's Benefits Administrator is notified in writing by the bargaining unit member. No proof of insurability shall be required. If a bargaining unit member re-enrolls in one (1) of the City's medical insurance plans before the expiration of the one (1) year period, he or she shall receive a pro-rated amount for any full month that he or she has not received medical insurance from the City, provided, however, that a minimum of six (6) full months of non-participation in the City's medical insurance is required.

A bargaining unit member does not qualify for the payment of the voluntary waiver where the bargaining unit member declines City provided medical and dental insurance coverage because the bargaining unit member's spouse is employed by the City, Hartford Board of Education, Hartford Public Library or other City Agency that receives its medical and dental coverage through the City and the bargaining unit member remains insured by either the City, Hartford Board of Education, Hartford Public Library or other City Agency through the spouse.

**5. Substitution of Insurance Plans.** The City reserves the right to substitute alternative medical and dental plans; provided, however, that any substitute plan provides

a substantially comparable level of benefits and services as outlined in the insurance Appendix in effect at that particular time.

**6. Flexible Spending Accounts.** The City shall make available under the IRS Section 125, a pre-tax Medical Reimbursement Account, Dependent Care Reimbursement Account (up to the maximum of \$5,000 per year, or as allowed by the Internal Revenue Code) and pre-tax health insurance premiums to the extent allowed by law.

**Section 3.5 LONGEVITY, HOLIDAYS, VACATION AND SICK LEAVES AND RELATED LEAVES**

Employees shall receive longevity pay, holidays, vacation leave, sick leave and other leaves of absence as described in this Section.

Such benefits shall include, but are not limited to the following:

**1. Vacation Leave.** Effective July 1, 2006, each full-time bargaining unit member shall accumulate, during and after his/her probationary period, vacation leave with pay on July 1<sup>st</sup> according to the following vacation schedule:

<u>Length of Service In Months</u>	<u>Days of Vacation</u>
1	1¼
2	2½
3	3¾
4	5
5	6¼
6	7½
7	8¾
8	10
9	11¼
10	12½
11	13¾
12	15

Such vacation leave shall be credited on July 1<sup>st</sup> of the fiscal year following the employee's appointment. However, no vacation shall be used before six (6) months of continuous service has elapsed.

Each permanent full-time employee in the bargaining unit appointed on or before July 1<sup>st</sup> and who serves continuously for one (1) full year until the following June 30<sup>th</sup> shall earn three (3) weeks of paid vacation to be granted during the following fiscal year.

Bargaining unit members who have completed five (5) years of full-time employment as of July 1<sup>st</sup> and served continuously for the previous twelve (12) months shall be entitled to a vacation of four (4) weeks annually.

Bargaining unit members who have completed fifteen (15) years of full-time employment as of July 1<sup>st</sup> and served continuously for the previous twelve (12) months shall be entitled to a vacation of five (5) weeks annually.

For the purpose of computing vacation leave, the calendar month shall be used, except that a person permanently appointed during the first fifteen (15) days of any month shall be considered as having been appointed on the first (1<sup>st</sup>) day of that month, and those appointed after the fifteenth (15<sup>th</sup>) day of any month shall be considered as having been appointed on the first (1<sup>st</sup>) day of the succeeding month.

Vacation leave is to be taken in units of not less than four (4) hour increments. Employees must take all vacation leave or one (1) week, whichever is less, during the fiscal year following the July 1st on which it is earned. Additional vacation leave may be carried over from one fiscal year to the next to permit a maximum accumulation of no more than eight (8) weeks. Any extension of over forty (40) days of vacation must be approved by the Corporation Counsel in writing at the time the extension is granted. An additional twenty (20) days of vacation may be carried over from one fiscal year to the next with the approval of the Corporation Counsel, which shall not be unreasonably denied. However, at no time may an employee have more than twelve (12) weeks of vacation leave. In addition, any vacation days in excess of eight (8) weeks that are approved by the Corporation Counsel must be used by December 31 of the calendar year in which the extension was granted.

Vacation leave shall be granted by mutual agreement between the employee and the Corporation Counsel; provided, however that the Corporation Counsel shall not unreasonably withhold vacation leave of any employee. Upon the approval of the Corporation Counsel, vacations may be granted at a reasonable time as requested by the bargaining unit member.

In computing vacation leave, legal holidays as established by this Article are not to be considered as part of vacation allowance.

*Vacation Payout.* In the event of the death of a bargaining unit member, his/her spouse and/or minor children shall receive the accrued vacation pay earned by the employee. Where the employee has no minor children and has notified the Department of Human Resources that a valid certificate of domestic partnership is on file with the City of Hartford, Town Clerk, pursuant to §2-63 of the Hartford Municipal Code, the domestic partner shall receive the accrued vacation pay earned by the employee. In the event the employee does not have a spouse, any minor children, or a domestic partner, the accrued vacation pay shall be paid to the estate of the deceased employee.

Bargaining unit members who are separated from the City and who have accrued vacation leave to their credit at the time of separation shall be paid the salary equivalent of the accrued vacation leave. Vacation leave accrued during the fiscal year in which the bargaining unit member is separated but not yet credited to the bargaining unit member will only be paid if the employee provided a minimum of two (2) weeks' notice before voluntary separation and/or was not terminated for just cause.

Notwithstanding anything in this Agreement to the contrary, ~~effective after approval of the 2015-2021 Agreement,~~ any vacation leave lump sum payment shall not be used to increase the bargaining unit member's years of creditable service and any vacation lump sum payment shall not be included or utilized in any manner in determining or calculating the bargaining unit member's final average pay period, final average pay, and retirement allowance. No pension contribution will be deducted from the vacation lump sum payment. The effective date of separation shall be the day immediately following the bargaining unit member's last day of work.

**2. Sabbatical Leave.** Effective July 1, 1994 and on each successive July 1, five (5) days of sabbatical leave for independent research and study shall be granted to each employee who was employed as a bargaining unit member on or before February 1 in the prior fiscal year. An employee who was employed, as a bargaining unit member after February 1 in the prior fiscal year shall be granted on July 1, one (1) day of sabbatical leave for each whole month of employment in the prior fiscal year. Such sabbatical leave must be used within the fiscal year in which it is granted. The research and study performed during such leave will be solely at the discretion of the employee.

When a bargaining unit member terminates employment with the City for whatever reason, he or she shall forfeit all sabbatical leave hours credited but not used before the bargaining unit member's actual last day worked. If the bargaining unit member's run out of vacation leave extends the bargaining unit member's paid status to July 1 or later, he or she shall not be eligible to receive sabbatical leave for an additional year, even if the bargaining unit member's actual last day worked was between February 1 and June 30 of the previous fiscal year.

**3. Holidays.** The following days shall be recognized and observed as paid holidays for all bargaining unit members:

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

Whenever the holidays listed above fall on a Sunday, the following Monday shall be observed as the holiday; and whenever the holidays listed above fall on a Saturday, the preceding Friday shall be observed as the holiday.

Each bargaining unit member shall receive one (1) day's pay for each of the holidays listed above on which he/she performs no work provided the employee is on the payroll the day before and the day after the holiday unless excused in advance.

When a holiday falls on an employee's regular day off, he/she shall receive a compensatory day off to be scheduled with the approval of the Corporation Counsel.



Washington’s Birthday and Lincoln’s Birthday may be combined into one holiday (President’s day) when and if the City adopts such a holiday schedule for non-union and unclassified employees. As a result of this change, bargaining unit members will receive one (1) floating holiday.

A Bargaining Unit member may, with the advance permission of the Corporation Counsel, substitute (float) a maximum of three (3) work days annually for and in place of holidays the member was required to work because of professional commitments and obligations, including, but not limited to, court appearances, depositions, seminars and/or committee, board or agency meetings or hearings.

**4. Sick Leave.** Each full-time bargaining unit member shall earn sick leave with pay during and after his/her probationary period according to the following schedule:

<u>Length of Service In Months</u>	<u>Days of Sick Leave For Employees</u>
1	1¼
2	2½
3	3¾
4	5
5	6¼
6	7½
7	8¾
8	10
9	11¼
10	12½
11	13¾
12	15

Bargaining unit members appointed on or before July 1<sup>st</sup> and who serve continuously until the following June 30<sup>th</sup> shall earn three (3) weeks of paid sick leave. Sick leave is to be used only for the purposes contained in this Article. Any unauthorized use of sick leave shall be cause for disciplinary action.

Any unused sick leave shall accumulate from fiscal year to fiscal year to a total of one hundred and twenty (120) days. Thereafter, any unused sick leave shall accumulate from fiscal year to fiscal year at a rate of one (1) day of accumulation for each two (2) days of unused sick leave.

Notwithstanding anything in this Agreement to the contrary, ~~effective after approval date of the 2015-2021 Agreement,~~ bargaining unit members shall accumulate any unused portion of sick leave, including that accumulated in the prior fiscal years, to a maximum of eighty (80) days. Bargaining unit members who have more than eighty (80) days of accumulated sick leave as of the date of approval of the 2015-2021 Agreement may keep their current sick leave balance but may not accrue additional leave until or unless their balance decreases below the eighty (80) day maximum and thereafter may not accumulate in excess of the eighty (80) day maximum.

Accumulated sick leave may be used for the purposes specified in this Section if and when needed.

No refund of vacation leave shall be allowed due to illness incurred while on vacation leave. Holidays and regular days off shall not be counted in computing sick leave taken.

Use of Sick Leave. Sick leave may be used for the following purposes:

- (a) Personal illness, physical incapacity, or noncompensable bodily injury or disease.
- (b) Enforced quarantine in accordance with community health regulations.
- (c) For a reasonable period of time as defined by the Director of Human Resources and Labor Relations for illness or physical incapacity in the employee's immediate family or others domiciled in the same household as the employee prior to the illness and for whom the employee is responsible and the primary care giver. Immediate family is defined for purposes of this provision to be father, mother, sister, brother, wife, husband, domestic partner or children related either by blood, marriage or adoption to the employee.
- (d) To meet medical and dental appointments of emergency nature. In addition, sick leave also may be granted for a limited time for normal medical and dental appointments when an employee has made reasonable efforts to secure appointments outside of normal working hours provided that the Corporation Counsel is notified in advance of the day on which the absence occurs.
- (e) Death of relatives or friends, marriage in the immediate family, celebration of religious holidays and christenings, graduations and similar ceremonies where there is a clear family obligation to attend, provided prior notification to the Corporation Counsel is submitted in writing giving full particulars in advance, subject to approval either before or after the absence. A maximum of three (3) days a year under this provision shall be granted except that it may be increased in situations beyond the employee's control upon approval by the Director of Human Resources and Labor Relations.
- (f) Fathers who are primary care givers shall be allowed to use accumulated sick leave for a maximum of ten (10) calendar days upon the birth of a child. If accumulated sick leave is exhausted prior to the ten (10) calendar days, the balance of the leave will be without pay, unless such time is extended by the Corporation Counsel with the approval of the Director of Human Resources and Labor Relations.

Fathers wishing to take such leave must provide a copy of the birth certificate as proof of paternity. Leave will not be granted without the above documentation being provided within five (5) days of the birth.

- (g) Domestic partners who are primary care givers shall be allowed to use accumulated sick leave for a maximum of ten (10) calendar days upon the birth of a child. If

accumulated sick leave is exhausted prior to the ten (10) calendar days, the balance of the leave shall be without pay. In no case will a domestic partner be eligible for both maternity and primary care leave. Domestic partners wishing to take such leave must provide a copy of the birth certificate and a copy of the domestic partnership certificate to the City of Hartford, Town Clerk, pursuant to §2-63 of the Hartford Municipal Code as proof of the relationship to the birth of the child.

- (h) Employees who are adoptive parents or the domestic partner of the adoptive parent shall be allowed to use accumulated sick leave for thirty (30) calendar days for adjustment in family living conditions. If accumulated sick leave is exhausted prior to the thirty (30) calendar days, the balance of the adoption leave will be without pay. Only the person primarily responsible for the child will be entitled to this leave.

Employees wishing to take an adoption leave must present copies of legal adoption papers as proof of such adoption. In the case of a domestic partner, proof of a valid domestic partnership certificate also must be filed with the City of Hartford, Town Clerk, pursuant to §2-63 of the Hartford Municipal Code. Adoption leave will not be granted without this documentation.

- (i) In accordance with the schedule below, bargaining unit members may use a certain number of sick days per fiscal year for any purpose not otherwise provided above subject to the same notification requirements as in Paragraph e. above. Any personal days taken shall be deducted from the bargaining unit member's sick leave accrual balance.

<u>Aggregate Years of Service</u>	<u>Total Number of Personal Days</u>
Less than eight (8) years	Up to three (3) days
Eight (8) years but less than fifteen (15)	Up to four (4) days
Fifteen (15) years or more	Up to five (5) days

For Purposes of this provision, time spent in the armed forces of the United States (i.e., Army, Navy, Air Force, Marine Corps and the Coast Guard) while on approved leave from the City, shall be included in determining the number of aggregate years of service.

*Proof of Illness or Other Uses of Sick Leave.* The Corporation Counsel may require proof of illness or other uses of sick leave as provided in this Section. In the judgment of the Corporation Counsel, proof of sick leave may include a doctor's certificate or other reasonable verification available to the employee. For absences of less than three (3) work days, proof of sick leave will not normally be required unless, in the judgment of the Corporation Counsel, there is a question of authorized usage. For absences of three (3) consecutive work days or more, a doctor's certificate will normally be required. For absences exceeding one (1) week, a doctor's certificate indicating the probable duration of the disability may be required, and additional certificates may be required for extended illnesses.

Compliance with Sick Leave Requirements. Sick leave provided above shall be granted only if the requirements of these provisions are complied with and the employee reports the illness to the Corporation Counsel or designee within two (2) hours of his or her regularly scheduled start time on each day of absence. Nothing in this paragraph shall preclude the payment of sick leave to an employee who cannot comply with the provisions of this paragraph due to extenuating circumstances.

Payment of Sick Leave. For all full-time bargaining unit members hired on or after July 1, 2006, the City will make payment for accumulated sick leave as follows:

- (a) Full payment of accumulated sick leave in case of death.
- (b) Fifty percent (50%) payment of accumulated sick leave at time of retirement.

Payments in case of death will be made to the employee's spouse and/or minor children. Where the employee has no minor children and has notified the Human Resources Department that a valid certificate of domestic partnership is on file with the City of Hartford, Town Clerk, pursuant to §2-63 of the Hartford Municipal Code, the domestic partner will receive the payment. In the event the employee does not have a spouse, minor children or a domestic partner, the payment will be made to the estate of the deceased employee.

Sick Leave Donation. A bargaining unit member who has accumulated at least thirty (30) days of sick leave may donate a portion of his or her accumulated sick leave to another bargaining unit member, who through serious and protracted illness has used up all of his or her accumulated sick leave, compensatory time and vacation leave. The Chief Operating Officer and the Director of Human Resources and Labor Relations shall authorize the donation and transfer of such sick leave provided the following conditions are met:

- (a) The donating employee shall have a minimum sick leave accumulation of thirty (30) days.
- (b) No more than five (5) days of sick leave for every thirty (30) days of sick leave accumulated by the donating employee to a total donation of thirty (30) days shall be permitted between any two (2) employees.
- (c) Sick leave, donated by one employee to another, when used, shall be paid at the hourly rate of the donor or donee, whichever is less.
- (d) No more than twenty (20) days of donated leave may be allowed to accumulate in any donee's name at any given time, provided if such donated sick leave should be reduced below twenty (20) days, additional donations may be made to restore the level of accumulated sick leave to twenty (20) days.

Advance of Sick Leave. Sick leave advance may be granted by the Corporation Counsel with the approval of the Director of Human Resources and Labor Relations. In requesting an advance of sick leave, the Corporation Counsel shall submit the following information to the Director of Human Resources and Labor Relations:

- (a) The length of City service of the employee;
- (b) The sick leave record of the employee; and
- (c) A medical certificate that shall include the prognosis and the probable date when the employee will return to work.

No advance of sick leave may be authorized unless the employee exhausts all accrued leave. In no case shall advanced sick leave exceed twenty (20) days at full pay.

Any advanced sick leave shall be repaid by a charge against such sick leave as the employee may subsequently accrue. No repayment of advanced sick leave shall be required until the employee has first accrued five (5) days of sick leave following the employee's return to duty.

**5. Pregnancy Leave.** Leave needed for pregnancy, childbirth and related medical conditions will be treated in accordance the federal Family and Medical Leave Act (FMLA), 29 U.S.C. 1601, et seq.

**6. Longevity.** Longevity payments to all bargaining unit members shall be based on the following scale:

<u>Aggregate Years of Service</u>	<u>Total Annual Longevity</u>
6 Years but less than 10	\$125.00
10 Years but less than 15	\$175.00
15 Years but less than 20	\$250.00
20 Years or more	\$350.00

Time spent in the armed forces of the United States (i.e., army, navy, air force, marine corps and coast guard) while on leave from the City, shall be included in determining the number of aggregate years of service.

The dates used to determine eligibility for longevity payments shall be July 1, 1973 and July 1<sup>st</sup> of each and every year thereafter.

The total annual earned longevity payment shall be due and payable in one (1) lump sum payment on December 1<sup>st</sup> of each and every year only to those employees who are in active service on December 1st and to those employees who have retired in the period between the determination of their eligibility on July 1st and the date of payment on December 1st.

Such longevity payment shall not affect the annual increment to which an employee is entitled, but is compensation for continued and faithful service to the City.

**7. Other Leaves of Absence With Pay.** The following provisions set forth other categories of leave of absence with pay for bargaining unit members. In the event such

leave is granted, medical benefits will continue for the employee and their dependents; however, in the event the employee is entitled to military benefits, there will be coordination of benefits with coverage provided by the Federal Government's military health insurance program. All other conditions of employment should be treated as other leave with pay provisions of this Article.

(a) Mandatory Leave.

***Jury and Civic Duties Requiring Appearance before Court or Other Public Body.***

Employees shall be granted a leave of absence for required jury or any other civic duty requiring appearance before a court or other public body. Such employees shall receive that portion of their regular salary, which will, together with their jury pay or fees, equal their total salary for the same period, except where this rule is in conflict with state or federal law.

***National Guard, Other Reserve Activities: Circumstances and Limitations.***

Any full-time bargaining unit member who is a member of the National Guard or other reserve forces of the United States, and is required to undergo field training therein, shall be entitled to a leave of absence with pay for the period of such field training, to a maximum of one (1) month, provided the amount of compensation paid to such member for such leave of absence shall be the difference between the member's compensation for military activities as shown by a statement by military authorities giving the member's rank, pay and allowances and the amount of salary or wages due as an employee of the City. If the compensation for military service is equal to or greater than the salary or wages due as a City employee for the period covered by such military leave, then no payment shall be made, except that normal payroll deductions for pension and insurance purposes shall be paid by the City during such leave, with the exception of employee medical and dental contributions which must be paid by the employee.

***Involuntary Activity for Military Duty.***

Any full-time employee will be granted leave with pay upon involuntary activation for military duty for a period not to exceed one (1) calendar year from the date of being called to active duty. The City shall pay the difference between all military pay received and the full-time employee's base salary. Computations shall be based on weekly equivalents. Military pay will be estimated at the time of leave and the difference with actual military pay to be reconciled upon return to City service.

***Family Leave for Death in Immediate Family.***

Three (3) days special leave with full pay shall be granted for death in the immediate family of an employee or the immediate family of the employee's spouse or domestic partner. Immediate family for purposes of this clause is defined as parents, grandparents, child, son-in-law, daughter-in-law, grandchild, spouse, domestic partner, brother, sister, and any relation who is domiciled in the employee's household.

(b) Miscellaneous.

***State and National Meetings.*** Leaves with pay may be authorized for not more than one (1) duly accredited delegate from each local union or veterans' organization to attend state and national union and veterans' conventions or for officially designated representatives of the City to attend state or national meetings of professional societies and organizations for a period not to exceed five (5) days, if such leave is approved by the Corporation Counsel and the Director of Human Resources and Labor Relations.

***Official Training and Activities.*** With the approval of the Director of Human Resources and Labor Relations, leave with pay may also be granted by the Corporation Counsel for the purpose of allowing a regular bargaining unit member to engage in official training courses or to participate in other official activities.

***Early Closings.*** The Director of Human Resources and Labor Relations, with the approval of the Mayor or his or her designee, may authorize for the employees of all departments either full or partial days off in addition to those already authorized in this Article to permit early closing in such instances as severe snow storms, extreme hot weather and at time of celebrations.

**8. Leaves of Absence Without Pay.** The Mayor upon the recommendation of the Director of Human Resources and Labor Relations and the Corporation Counsel may grant a bargaining unit member an unpaid leave of absence for a period of up to one (1) calendar year. Upon the determination of the Mayor, unpaid leaves of absence may be extended. During an unpaid leave of absence, an employee may exercise the option of continuing all benefits normally provided by the City by paying all the required premiums for such benefits. While on unpaid leave, an individual shall remain an employee of the City; however, the period of any such leave shall not be considered a period of service for purposes of salary and fringe benefit calculation, retirement, longevity or seniority. Any family or medical leave taken pursuant to this Article shall count toward the one (1) year limit.

**9. Employees on Military Leave.** Qualified employees will be provided reemployment rights in accordance with the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA).

**10. Family and Medical Leave.** Family and medical leave will be provided in accordance with the federal Family and Medical Leave Act, 29 U.S.C. 1601, et. seq.

**11. Absence Without Leave.** An absence of an employee from duty, including any absence for a single day or part of a day, that is not authorized by a specific grant of leave of absence under the provisions of this Article shall be deemed to be an absence without leave. Any such absence shall be without pay and may be subject for disciplinary action. Any employee who absents himself for three (3) consecutive days shall be deemed to have resigned. Such action may be reconciled by the Director of Human Resources by a subsequent grant of leave if the conditions warrant.

**12. Procedure for Requesting Leave.** A bargaining unit member requesting a leave of absence for any reason other than sick leave must fill out a request form. The requested

leave shall be approved by the Corporation Counsel and by the Director of Human Resources and Labor Relations. The Director of Human Resources and Labor Relations shall determine whether the employee is entitled to leave, indicate the amount of leave left the employee after taking the requested leave, and send a copy of the form to the Corporation Counsel who will return it to the employee. Requests for vacation leave must be made in advance to allow time to carry out this procedure.

### **Section 3.6 PENSIONS AND RETIREMENT BENEFITS**

**Pension.** The pension rights and benefits for bargaining unit members shall be as enumerated in Chapter 2A of the City of Hartford Municipal Code (hereinafter, “Municipal Code”) and this Section. The provisions of this Section may not reflect every pension right and benefit afforded to bargaining unit members, but rather are a summary of some of those rights and benefits. Any benefits described in this Section that conflict with the Municipal Code shall be controlling.

#### **1. Bargaining Unit Members Hired On or After July 1, 2006 But Before November 26, 2012 (hereinafter, “Pre-2012 MLA”)**

Normal Retirement. Pre-2012 MLA members shall be eligible for a normal retirement allowance upon attaining age fifty-five (55) and completing at least twenty-five (25) years of continuous full-time service, or upon attaining age sixty (60) and completing at least five (5) years of continuous service.

The normal retirement allowance for Pre-2012 MLA members shall be based on two percent (2%) of the employee’s final average pay per each whole year of service to a maximum pension benefit of seventy percent (70%) of final average pay.

Early Retirement. Pre-2012 MLA members shall be eligible for an early retirement allowance upon attaining age fifty-five and completing at least five (5) years of continuous service.

The early retirement allowance for Pre-2012 MLA members shall be based on the normal retirement allowance formula but reduced by four percent (4%) for each whole year the Pre-2012 MLA member retires short of age sixty (60).

Vesting. Effective July 1, 2006, Pre-2012 MLA members shall be vested in the City pension plan after five (5) whole years of continuous, uninterrupted service.

Employee Contributions. The pension contributions for all Pre-2012 MLA members shall be ~~as follows:~~

~~Effective the pay period after the approval of the 2015-2021 Agreement, eight percent (8%) on Social Security covered portion of earnings and eleven percent (11%) on earnings in excess of social security earnings.~~

~~Effective July 1, 2019, nine percent (9%) on Social Security covered portion of earnings and twelve percent (12%) on earnings in excess of social security earnings.~~



~~Effective July 1, 2020,~~ ten percent (10%) on Social Security covered portion of earnings and thirteen percent (13%) on earnings in excess of social security earnings.

Such contributions will be made on a pre-tax basis, pursuant to a Section 414(h) (2) plan.

Sick Leave Exchange. Pre-2012 MLA members shall not be eligible for sick leave exchange.

Credited Service. For purposes of calculating the amount of any retirement allowance that is based upon the provision of a specified percentage of final average pay for each year of creditable service, a Pre-2012 MLA member's year(s) of creditable service may include:

- (a) Creditable actual service;
- (b) Transferred service, to the extent the Pre-2012 MLA member is otherwise entitled to have such service credited pursuant to the provisions of Section 2A-8(a)(1) of the Municipal Code; and
- (c) Prior Military service, to the extent the Pre-2012 MLA member is otherwise entitled to have such service credited pursuant to the provisions of Section 2A-8(a)(2) of the Municipal Code and provided that the Pre-2012 MLA member has submitted written notice to the pension commission of his or her election to do so by January 1, 1985, or within one (1) year of the Pre-2012 MLA member's employment, whichever is later.
- (d) Notwithstanding anything in this Agreement to the contrary, Pre-2012 MLA members who retire on or after approval of the 2015-2021 Agreement will receive any accrued vacation to which the bargaining unit member may be entitled as a lump sum payment. Any vacation time lump sum payment shall not be used to increase the bargaining unit member's years of creditable service and any vacation time lump sum payment shall not be included or utilized in any manner in determining or calculating the bargaining unit member's final average pay period, final average pay, and retirement allowance. No pension contributions will be deducted from the vacation lump sum payment. The effective date of retirement shall be the day immediately following the bargaining unit member's last day of work.

2. **Bargaining Unit Members Hired On or After November 26, 2012 (the approval of the 2011-2015 Agreement) (hereinafter, "Post-2012 MLA")**

Normal Retirement. Post-2012 MLA members shall be eligible for a normal retirement allowance upon attaining age fifty-five (55) and completing twenty (20) years of actual service, or upon attaining age sixty-two (62) and completing at least five (5) years of continuous service.

The normal retirement allowance for Post-2012 MLA members shall amount to one and three-quarters percent (1.75%) of final average pay for each whole year of creditable service to a maximum of seventy percent (70%) of final average pay.

Early Retirement. Post-2012 MLA members shall be eligible for an early retirement allowance upon attaining age fifty-five and completing at least five (5) years of continuous service.

The early retirement allowance for Post-2012 MLA members shall be based on the normal retirement allowance formula but reduced by four percent (4%) for each whole year the Post-2012 MLA member retires short of age sixty-two (62).

Vesting. Post-2012 MLA members shall be vested in the City pension plan after five (5) whole years of continuous, uninterrupted service.

Employee Contributions. The pension contributions for all Post-2012 MLA members shall be ~~as follows:~~

~~Effective the pay period after the approval of the 2015-2021 Agreement, eight percent (8%) on Social Security covered portion of earnings and eleven percent (11%) on earnings in excess of social security earnings.~~

~~Effective July 1, 2019, nine percent (9%) on Social Security covered portion of earnings and twelve percent (12%) on earnings in excess of social security earnings.~~

~~Effective July 1, 2020, ten percent (10%) on Social Security covered portion of earnings and thirteen percent (13%) on earnings in excess of social security earnings.~~

Such contributions will be made on a pre-tax basis, pursuant to a Section 414(h) (2) plan.

Sick Leave Exchange. Post-2012 MLA members shall not be eligible for sick leave exchange.

Credited Service. For purposes of calculating the amount of any retirement allowance that is based upon the provision of a specified percentage of final average pay for each year of creditable service, a Post-2012 MLA member's year(s) of creditable service may include:

- (a) Creditable actual service;
- (b) Transferred service, to the extent the Post-2012 MLA member is otherwise entitled to have such service credited pursuant to the provisions of Section 2A-8(a)(1) of the Municipal Code;
- (c) Prior Military service, to the extent the Post-2012 MLA member is otherwise entitled to have such service credited pursuant to the provisions of Section 2A-8(a)(2) of the Municipal Code and provided that the Post-2012 MLA member has

submitted written notice to the pension commission of his or her election to do so within one (1) year of the Post-2012 MLA member's employment; and

- (d) Notwithstanding anything in this Agreement to the contrary, Post-2012 MLA members who retire on or after approval of the 2015-2021 Agreement will receive any accrued vacation to which the bargaining unit member may be entitled as a lump sum payment. Any vacation time lump sum payment shall not be used to increase the bargaining unit member's years of creditable service and any vacation time lump sum payment shall not be included or utilized in any manner in determining or calculating the bargaining unit member's final average pay period, final average pay, and retirement allowance. No pension contributions will be deducted from the vacation lump sum payment. The effective date of retirement shall be the day immediately following the bargaining unit member's last day of work.

**Other Retirement Benefits.** Employees hired on or after July 1, 2006, shall not receive any retiree health insurance. However, employees hired on or after July 1, 2006 will receive \$15,000 City paid up life insurance at the time of retirement.

### **Section 3.7 LAYOFF AND RECALL**

The City shall not lay off any bargaining unit member while this Agreement is in effect. This provision is strictly limited to layoff for lack of work and/or funds, has no impact on the normal processes of other forms of voluntary or disciplinary terminations or retirements, and does not limit the provisions of Section 1.6 of this Agreement. For such period and in consideration of the foregoing, the City shall have the right to contract out bargaining unit work to private attorneys or consultants as it deems appropriate.

In the event a layoff is necessary in a particular bargaining unit classification, the layoff will be made in inverse order of length of full-time continuous service in the Office of the Corporation Counsel. In the case of ties, the bargaining unit member with the least service in the classification shall be the first laid off. Laid off bargaining unit members may displace the least senior bargaining unit member in any lower bargaining unit classification provided that the laid off member has more full-time continuous service in the Office of the Corporation Counsel than that of the member in the lower classification and that the laid off member had previously held that lower classification. No probationary or full-time permanent employee, as defined in the Personnel Rules and Regulations, shall be laid off from any position while a part-time, seasonal or temporary employee is employed in the same classification in the Office of the Corporation Counsel.

Bargaining unit members will be advised of their layoffs in writing at least three (3) calendar weeks prior to the effective date of such layoffs. Such notice will be sent to the bargaining unit member's last known address, the President of the Association and to the Director of Human Resources and Labor Relations.

Laid off bargaining unit members will be subject to recall for two (2) years from the effective date of their layoff as such date is identified in the notice of layoff. The bargaining unit member with the most continuous full-time service with the office of the Corporation

Counsel will be the first to be recalled to the same bargaining unit classification from which the member was laid off or to a bargaining unit classification in which the member previously completed a probationary period. No new employee may be appointed to a bargaining unit classification until all laid off members have been recalled, unless such laid off members' recall rights have been exhausted or forfeited.

Notice of recall will be sent to the bargaining unit member at the member's last known address, the President of the Association and the Director of Human Resources and Labor Relations. If the recalled member fails to report to work within three (3) calendar weeks from the date of the recall notice, the laid off member shall forfeit all remaining recall rights. Laid off members may be granted additional time to report to work from recall provided such extension of time is approved by the Corporation Counsel and the Director of Human Resources and Labor Relations.

### **Section 3.8 HOURS OF WORK**

Bargaining unit members in the administrative series classified as Associate Counsel, Assistant Corporation Counsel and Senior Assistant Corporation Counsel shall work a flexible forty (40) hour work week. The standard work day shall be between the hours of 8:00 a.m. and 6:00 p.m. However, such employees are responsible for fulfilling the duties of their positions regardless of the hours of work or the schedule of hours that may be necessary. Often, this requires work outside the hours of 8:00 a.m. to 6:00 p.m. Any time less than the standard work day or work week shall not be charged or debited in any manner; provided, however, it shall be the responsibility of the Corporation Counsel to assure that such employees work at least the normal hours, on average, for their department.

Any time in excess of the standard work week, or in excess of the twenty (20) hour work week in the case of part-time attorneys, shall not be compensated or credited in any manner, except that bargaining unit members will be credited with not more than five (5) compensatory days per year for work in excess of the normal hours in a day or week and such compensatory time shall not accumulate in any case to more than five (5) working days. Such compensatory time may be used in lieu of or in connection with regular vacation time and shall be scheduled at a time mutually agreeable to the employee and the supervisor. Bargaining unit members will be allowed to accumulate up to five (5) compensatory days between July 1 and June 30, but no more than five (5) days may be accumulated at a time.

Not more than two (2) attorneys in the Corporation Counsel's office may elect to work a twenty (20) hour week schedule at the same time. The right to work a twenty (20) hour work week will be limited to two (2) attorneys at the same time. Such right shall also be subject to the requirement that there must be a minimum number of eight (8) remaining full-time attorneys on the staff if and when a person elects to work a twenty (20) hour work week. Unless two (2) attorneys are already working on a twenty (20) hour work week schedule, and provided there are at least eight (8) full-time attorneys remaining on the staff, an attorney who elects to work a twenty (20) hour work week will be permitted to work on a twenty (20) hour work week schedule. An attorney who commences to work on a twenty (20) hour work week schedule shall remain on such a schedule for at least three (3) months and will be continued on such schedule until the attorney elects to return to a normal forty

(40) hour work week schedule. If an attorney requests a twenty (20) hour work week schedule while two (2) other attorneys are already working a twenty (20) hour work week schedule, such request shall be denied until one of the other attorneys on the twenty (20) hour work week schedule resumes a normal forty (40) hour work week schedule. Attorneys working on a twenty (20) hour work week as permitted by said rule shall be considered full-time, permanent active employees for the purposes of Sections 2-416 and 2-417 of the Municipal Code. Such employees will be paid at the same hourly rate as they were paid prior to working on a twenty (20) hour schedule.

No bargaining unit members in the Corporation Counsel Office, whether working a forty (40) hour work week schedule or a twenty (20) hour work week schedule, shall engage in the private practice of law. For purposes of this Agreement and provided that prior approval by the Corporation Counsel is obtained, the “private practice of law” shall not include educational engagements, such as professional seminars, college or post-graduate classes, or professional/educational clinics. Participation in educational engagements shall not conflict with the bargaining unit member’s work responsibilities. Approval by the Corporation Counsel shall not be unreasonably denied.

### **Section 3.9 WORKERS’ COMPENSATION**

Each employee in the bargaining unit shall be compensated for any injury or occupational disease under the provisions of the Workers’ Compensation Act of Connecticut. The Association acknowledges and agrees that medical and health care pursuant to the Workers’ Compensation Act will be provided in accordance with the City’s Managed Care Workers’ Compensation Program. While out on Workers’ Compensation leave, the employee is responsible for paying the employee share of his/her medical and dental premiums, as defined in Section 3.4 of this Agreement.

### **Section 3.10 PROFESSIONAL RESPONSIBILITY**

It is understood and agreed that the professional responsibilities of bargaining unit members are guided by the Rules of Professional Conduct under which members of the bar operate and that such bargaining unit members represent the City of Hartford in matters as determined and assigned by the Corporation Counsel within the framework of the Professional Rules of Conduct.

### **Section 3.11 PROFESSIONAL MEMBERSHIPS**

~~Effective November 26, 2012 (the approval of the 2011-2015 Agreement), t~~The City shall pay the cost of the following annual memberships:

- The Connecticut Bar Association for each bargaining unit member,
- The Connecticut Association of Municipal Attorneys for the Corporation Counsel Office, and
- Additional law-related memberships, which will be selected by the bargaining unit member and limited to a maximum annual cost of four hundred dollars (\$400.00) per member.

**Section 3.12 PARKING**

The City will provide one (1) parking space in the covered parking lot located on Sheldon Street for the use of bargaining unit members.

**ARTICLE IV  
FAIR PRACTICES**

**Section 4.1 DISCRIMINATION**

The City agrees not to discriminate in the application of the terms of this Agreement against any employee on the basis of race, religion, creed, political affiliation, color, national origin, age, sex, sexual orientation, gender identity or expression, disability, marital status, past or present history of mental disorder, learning disability, veteran status, genetic information, or other protected classification under federal, state or local law.

**Section 4.2 DISCIPLINE**

No permanent employee may be disciplined or discharged except for just cause.

Any disciplined or discharged permanent employee shall be provided with notice of such disciplinary action, in writing, prior to the discipline or discharge. The President of the Association shall be provided with a copy of any notice of suspension or discharge.

Any permanent employee who is suspended or discharged may appeal such action beginning at the second step of the grievance procedure provided that such appeal is filed with the Director of Human Resources and Labor Relations within ten (10) working days of the effective date of such disciplinary action.

**ARTICLE V  
COVENANTS**

**Section 5.1 LOCAL LEGISLATION**

The City and the Union agree that in the event local legislation is passed which would alter the terms of this Agreement, such legislation is inoperative, null and void during the term of this Agreement, unless otherwise mutually agreed.

**Section 5.2 SAVING CLAUSE**

Should any provision of this Agreement be found to be inoperative, void or invalid by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

**Section 5.3 DURATION**

This Agreement shall be in effect from July 1, 20~~15~~21 through June 30, 20~~21~~25 and shall continue in effect unless amended, modified or terminated. Either party wishing to amend, modify or terminate this Agreement must so advise the other in writing no later than one hundred and fifty (150) days prior to the expiration of this Agreement and begin negotiations no later than one hundred and twenty days (120) days prior to the expiration of this Agreement. If the parties are not able to reach an agreement by June 30, 20~~21~~25, then the terms and conditions of this Agreement shall remain in full force and effect until a new agreement is reached.

**Section 5.4 ENTIRE AGREEMENT**

This Agreement contains the full and complete agreement between the City and the Union on all bargainable issues and neither party shall be required during the term hereof to negotiate or bargain upon any issue, whether it is covered or not covered in this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused to be signed and sealed this Agreement and a like copy on the dates indicated below.

**CITY OF HARTFORD**

**MUNICIPAL LAWYERS' ASSOCIATION**

By its Negotiating Team

**By:** \_\_\_\_\_  
Luke Bronin, Mayor

**By:** \_\_\_\_\_  
Jonathan Beamon, Union President

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

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

**By:** \_\_\_\_\_  
Marlene Fleeting, Director of Human  
Resources & Labor Relations

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

**As to form and legality**

**By:** \_\_\_\_\_  
Howard Rifkin Corporation Counsel

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



**APPENDIX A  
MINIMUM-MAXIMUM SALARY RANGES**

<u>CODE</u>	<u>CLASS</u>	<u>EFFECTIVE DATE</u>	<u>% INCREASE</u>	<u>BI-WEEKLY MINIMUM</u>	<u>BI-WEEKLY MAXIMUM</u>
9711	Associate Counsel	<del>07/01/2015</del>	0%	<del>\$1,851.30</del>	<del>\$2,492.70</del>
		<del>07/01/2019</del>	2%	<del>\$1,888.33</del>	<del>\$2,644.26</del>
		<del>07/01/2021</del>	20%	\$1,926.10	\$2,697.15
		<del>01/01/2022</del>	4%	<del>\$2,003.14</del>	<del>\$2,805.04</del>
		<del>07/01/2022</del>	Adjustment	<del>\$2,769.23</del>	<del>\$3,825.00</del>
		<del>07/01/2023</del>	2.5%	<del>\$2,838.46</del>	<del>\$3,920.63</del>
		<del>07/01/2024</del>	2.5%	<del>\$2,909.42</del>	<del>\$4,018.65</del>

<u>CODE</u>	<u>CLASS</u>	<u>EFFECTIVE DATE</u>	<u>% INCREASE</u>	<u>BI-WEEKLY MINIMUM</u>	<u>BI-WEEKLY MAXIMUM</u>
9712 & 7004	Assistant Corporation Counsel	07/01/2015	0%	\$2,896.22	\$4,589.31
		07/01/2019	2%	\$2,954.14	\$4,681.10
		<del>07/01/2021</del>	20%	\$3,013.22	\$4,774.72
		<del>01/01/2022</del>	4%	<del>\$3,133.75</del>	<del>\$4,965.71</del>
		<del>07/01/2022</del>	Adjustment	<del>\$3,350.10</del>	<del>\$5,362.00</del>
		<del>07/01/2023</del>	2.5%	<del>\$3,433.85</del>	<del>\$5,496.05</del>
		<del>07/01/2024</del>	2.5%	<del>\$3,519.70</del>	<del>\$5,633.45</del>

<u>CODE</u>	<u>CLASS</u>	<u>EFFECTIVE DATE</u>	<u>% INCREASE</u>	<u>BI-WEEKLY MINIMUM</u>	<u>BI-WEEKLY MAXIMUM</u>
7001	Senior Assistant Corporation Counsel	07/01/2015	0%	\$3,185.38	\$4,840.03
		07/01/2019	2%	\$3,249.09	\$4,936.83
		<del>07/01/2021</del>	2%	\$3,314.07	\$5,035.57
		<del>01/01/2022</del>	4%	<del>\$3,446.63</del>	<del>\$5,236.99</del>
		<del>07/01/2022</del>	Adjustment	<del>\$3,684.59</del>	<del>\$5,655.00</del>
		<del>07/01/2023</del>	2.5%	<del>\$3,776.70</del>	<del>\$5,796.38</del>
		<del>07/01/2024</del>	2.5%	<del>\$3,871.12</del>	<del>\$5,941.29</del>

## APPENDIX B – HDHP PLAN WITH HSA

### SUMMARY OF



**Cigna Health and Life Insurance Co.**  
**For - City of Hartford**  
**Choice Fund Open Access Plus HSA Plan**

**Selection of a Primary Care Provider** - your plan may require or allow the designation of a primary care provider. You have the right to designate any primary care provider who participates in the network and who is available to accept you or your family members. If your plan requires designation of a primary care provider, Cigna may designate one for you until you make this designation. For information on how to select a primary care provider, and for a list of the participating primary care providers, visit [www.mycigna.com](http://www.mycigna.com) or contact customer service at the phone number listed on the back of your ID card. For children, you may designate a pediatrician as the primary care provider.

**Direct Access to Obstetricians and Gynecologists** - You do not need prior authorization from the plan or from any other person (including a primary care provider) in order to obtain access to obstetrical or gynecological care from a health care professional in our network who specializes in obstetrics or gynecology. The health care professional, however, may be required to comply with certain procedures, including obtaining prior authorization for certain services, following a pre-approved treatment plan, or procedures for making referrals. For a list of participating health care professionals who specialize in obstetrics or gynecology, visit [www.mycigna.com](http://www.mycigna.com) or contact customer service at the phone number listed on the back of your ID card.

**Your coverage includes a health savings account that you can use to pay for eligible out-of-pocket expenses.**

<b>Employer Contribution</b>	Employee - \$1,000 Family - \$2,000
------------------------------	--

Plan Highlights	In-Network	Out-of-
<b>Lifetime Maximum</b>	Unlimited	Unlimited
<b>Coinsurance</b>	Your plan pays 90%	Your plan pays 70%
<b>Maximum Reimbursable Charge</b>	Not Applicable	250%
<b>Contract Year Deductible</b>	Individual: \$2,000 Family: \$4,000	In di

## APPENDIX B – HDHP PLAN WITH HSA

- The amount you pay for all covered expenses counts toward both your in-network and out-of-network deductibles.
- Plan deductible always applies before any copay or coinsurance.
- All eligible family members contribute towards the family plan deductible. Once the family deductible has been met, the plan will pay each eligible family member's covered expenses based on the coinsurance level specified by the plan.
- This plan includes a combined Medical/Pharmacy deductible.

**Note:** Services where plan deductible applies are noted with a caret (^).

Plan	In-Network	Out-of-Network
<b>Contract Year Out-of-Pocket Maximum</b>	Individual: \$3,000 Individual – In a Family: \$3,000 Family: \$6,000	Individual: \$7,350 Individual – In a Family: \$7,350 Family: \$14,700
<ul style="list-style-type: none"> <li>• The amount you pay for all covered expenses counts toward both your in-network and out-of-network out-of-pocket maximums.</li> <li>• Plan deductible contributes towards your out-of-pocket maximum.</li> <li>• All copays and benefit deductibles contribute towards your out-of-pocket maximum.</li> <li>• Mental Health and Substance Use Disorder covered expenses contribute towards your out-of-pocket maximum.</li> <li>• After each eligible family member meets his or her individual out-of-pocket maximum, the plan will pay 100% of their covered expenses. Or, after the family out-of-pocket maximum has been met, the plan will pay 100% of each eligible family member's covered expenses.</li> <li>• This plan includes a combined Medical/Pharmacy out-of-pocket maximum.</li> </ul>		
Benefit	In-Network	Out-of-Network
<b>Physician Services</b>		
<b>Physician Office Visit – Primary Care Physician (PCP)/Specialist</b> • All services including Lab & X-ray	After the plan deductible is met, your plan pays 90%	After the plan deductible is met, your plan pays 70%
<b>NOTE:</b> Obstetrician and Gynecologist (OB/GYN) visits are subject to either the PCP or Specialist cost share depending on how the provider contracts with Cigna (i.e. as PCP or as Specialist)		
<b>Surgery Performed in Physician's Office - PCP</b>	After the plan deductible is met, your plan pays 90%	After the plan deductible is met, your plan pays 70%
<b>Surgery Performed in Physician's Office – Specialist</b>	After the plan deductible is met, your plan pays 90%	After the plan deductible is met, your plan pays 70%
<b>Allergy Treatment/Injections Performed in Physician's Office PCP</b>	After the plan deductible is met, your plan pays 90%	After the plan deductible is met, your plan pays 70%
<b>Allergy Treatment/Injections Performed in Specialist Office</b>	After the plan deductible is met, your plan pays 90%	After the plan deductible is met, your plan pays 70%

## APPENDIX B – HDHP PLAN WITH HSA

<b>Allergy Serum - PCP</b>	After the plan deductible is met, your plan pays 90%	After the plan deductible is met, your plan pays 70%
<b>Allergy Serum - Specialist</b>	After the plan deductible is met, your plan pays 90%	After the plan deductible is met, your plan pays 70%
<ul style="list-style-type: none"> <li>Dispensed by the physician in the office</li> </ul>		
<b>Cigna Telehealth Connection Services</b>	After the plan deductible is met, your plan pays 90%	Not Covered
<ul style="list-style-type: none"> <li>Includes charges for the delivery of medical and health-related consultations via secure telecommunications technologies, telephones and internet only when delivered by contracted medical telehealth providers (see details on myCigna.com)</li> </ul>		

Benefit	In-Network	Out-of-
<b>Preventive Care</b>		
<b>Preventive Care</b>	Plan pays 100%	PCP: After the plan deductible is met, your plan pays 70% Specialist: After the plan deductible is met, your plan pays 70%
<ul style="list-style-type: none"> <li>Includes coverage of additional services, such as urinalysis, EKG, and other laboratory tests, supplementing the standard Preventive Care benefit when billed as part of office visit.</li> </ul>		
<b>Immunizations</b> (includes travel immunizations)	Plan pays 100%	PCP: After the plan deductible is met, your plan pays 70% Specialist: After the plan deductible is met, your plan pays 70%
<b>Mammogram, PAP, and PSA Tests</b>	Plan pays 100%	Plan pays based on place of service.
<ul style="list-style-type: none"> <li>Coverage includes the associated Preventive Outpatient Professional Services.</li> <li>Diagnostic-related services are covered at the same level of benefits as other x-ray and lab services, based on place of service.</li> </ul>		
<b>Inpatient</b>		
<b>Inpatient Hospital Facility</b>	After the plan deductible is met, your plan pays 90%	After the plan deductible is met, your plan pays 70%

**APPENDIX B – HDHP PLAN WITH HSA**

<p><b>Semi-Private Room:</b> In-Network: Limited to the semi-private negotiated rate / Out-of-Network: Limited to semi-private rate  <b>Private Room:</b> In-Network: Limited to the semi-private negotiated rate / Out-of-Network: Limited to semi-private rate  <b>Special Care Units (Intensive Care Unit (ICU), Critical Care Unit (CCU)):</b> In-Network: Limited to the negotiated rate / Out-of-Network: Limited to ICU/CCU daily room rate</p>		
<b>Inpatient Hospital Physician’s Visit/Consultation</b>	After the plan deductible is met, your plan pays 90%	After the plan deductible is met, your plan pays 70%
<p><b>Inpatient Professional Services</b></p> <ul style="list-style-type: none"> <li>For services performed by Surgeons, Radiologists, Pathologists and Anesthesiologists</li> </ul>	After the plan deductible is met, your plan pays 90%	After the plan deductible is met, your plan pays 70%
<b>Outpatient</b>		
<b>Outpatient Facility Services</b>	After the plan deductible is met, your plan pays 90%	After the plan deductible is met, your plan pays 70%
<p><b>Outpatient Professional Services</b></p> <ul style="list-style-type: none"> <li>For services performed by Surgeons, Radiologists, Pathologists and Anesthesiologists</li> </ul>	After the plan deductible is met, your plan pays 90%	After the plan deductible is met, your plan pays 70%
<b>Benefit</b>		
	<b>In-Network</b>	
		<b>Out-of-</b>
<b>Short-Term Rehabilitation - Specialist</b>	After the plan deductible is met, your plan pays 90%	After the plan deductible is met, your plan pays 70%
<p>Contract Year Maximums:</p> <ul style="list-style-type: none"> <li>Pulmonary Rehabilitation &amp; Cognitive Therapy -Unlimited</li> <li>Physical Therapy, Speech Therapy, Occupational Therapy and Chiropractic Care – 100 days combined on a contract year</li> <li>Limits are not applicable to mental health conditions for Physical, Speech and Occupational Therapies.</li> </ul>		
<b>Note:</b> Therapy days, provided as part of an approved Home Health Care plan, accumulate to the applicable outpatient short term rehab therapy maximum.		
<b>Cardiac Rehabilitation - PCP</b>	After the plan deductible is met, your plan pays 90%	After the plan deductible is met, your plan pays 70%
<p><b>Chiropractic Care</b></p> <ul style="list-style-type: none"> <li>Physical Therapy, Speech Therapy, Occupational Therapy and Chiropractic Care – 100 days combined on a contract year</li> </ul>	After the plan deductible is met, your plan pays 90%	After the plan deductible is met, your plan pays 70%
<b>Note:</b> Therapy days, provided as part of an approved Home Health Care plan, accumulate to the applicable outpatient short term rehab therapy maximum.		
<b>Cardiac Rehabilitation - Specialist</b>	After the plan deductible is met, your plan pays 90%	After the plan deductible is met, your plan pays 70%

## APPENDIX B – HDHP PLAN WITH HSA

Contract Year Maximum:

- Cardiac Rehabilitation – 36 days

**Note:** Therapy days, provided as part of an approved Home Health Care plan, accumulate to the applicable outpatient short term rehab therapy maximum.

### Other Health Care Facilities/Services

<b>Home Health Care</b> (includes outpatient private duty nursing subject to medical necessity) <ul style="list-style-type: none"> <li>• Unlimited days maximum per Contract Year</li> </ul>	After the plan deductible is met, your plan pays 90%	After the plan deductible is met, your plan pays 70%
<b>Home Health Aide</b> - 80 days per Contract Year		
<b>Outpatient Private Duty Nursing</b> <ul style="list-style-type: none"> <li>• \$15,000 maximum per Contract Year</li> </ul>	After the plan deductible is met, your plan pays 90%	After the plan deductible is met, your plan pays 70%
<b>Skilled Nursing Facility, Rehabilitation Hospital, Sub-Acute Facility</b> <ul style="list-style-type: none"> <li>• 120 days maximum per Contract Year</li> </ul>	After the plan deductible is met, your plan pays 90%	After the plan deductible is met, your plan pays 70%
<b>Durable Medical Equipment</b> <ul style="list-style-type: none"> <li>• Unlimited maximum per Contract Year</li> </ul>	After the plan deductible is met, your plan pays 90%	After the plan deductible is met, your plan pays 70%
<b>Breast Feeding Equipment and Supplies</b> <ul style="list-style-type: none"> <li>• Limited to the rental of one breast pump per birth as ordered or prescribed by a physician</li> <li>• Includes related supplies</li> </ul>	Your plan pays 100%	After the plan deductible is met, your plan pays 70%

**APPENDIX B – HDHP PLAN WITH HSA**

**APPENDIX C**

**HEALTHY HARTFORD PROGRAM**

**Schedule 1 - Healthy Hartford Prevention Program Requirements**

Preventive Service	Birth – age 5	Age 6-17	Age 18-24	Age 25-29	Age 30-39	Age 40-49	Age 50+
<b>Preventive Visit</b>	Every year	Every 2 years	Every 3 years	Every 3 years	Every 3 years	Every 2 years	Every year
<b>Cholesterol Screening</b>	N/A	N/A	N/A	Every 5 years	Every 3 years	Every 2 years	Every year
<b>Vision Exam</b>	N/A	N/A	Every 2 years	Every 2 years	Every 2 years	Every 2 years	Every 2 years
<b>Dental Cleanings</b>	N/A	2 Per year	2 Per year	2 Per year	2 Per year	2 Per year	2 Per year
<b>Colorectal Cancer Screening</b>	N/A	N/A	N/A	N/A	N/A	N/A	Annual FIT/FOBT or Colonoscopy every 10 years
<b>Women’s Health – Cervical Cancer Screening (Pap Smear) and Clinical Breast Exam</b>	N/A	N/A	Every 3 years Starting at age 21	Every 3 years	Every 3 years	Every 3 years	Every 3 years
<b>Breast Cancer Screening (Mammogram)</b>	N/A	N/A	N/A	N/A	One screening between the ages of 35 and 39	As recommended by physician	As recommended by physician

As is currently the case under the City’s medical plan, any medical decisions will continue to be made by you and your physician. Participants enrolled in the Healthy Hartford Prevention Program will have available and agree to participate in disease education and counseling programs for the disease states listed in the description of the Healthy Hartford Prevention Program.

**Schedule 2 - Healthy Hartford Prevention Program**

The chronic conditions managed under the Healthy Hartford Prevention Program (HHP Program) are: Diabetes, Asthma, Chronic Obstructive Pulmonary Disorder (COPD), Coronary Artery Disease (CAD) and Heart Failure. If you are identified with one of these conditions, you must complete your educational requirement by taking a survey, reading a fact sheet about your condition(s), or speaking to a nurse before the end of your compliance period to be compliant with the HHP program.

When these conditions have other diseases associated with them, such as hypertension (high blood pressure) and hyperlipidemia (high cholesterol) these conditions will be included in the educational requirement.

If a nurse should call you, you are required to accept the call to remain compliant with the program.



## APPENDIX D

### FULL DENTAL PLAN

The **Full Dental Plan** is designed to cover diagnostic, preventive and restorative procedures necessary for adequate dental health.

#### **Covered services include:**

- ♦ Oral Examinations
- ♦ Periapical and bitewing x-rays
- ♦ Topical fluoride applications for those under age 19
- ♦ Prophylaxis, including cleaning, scaling and polishing
- ♦ Repair of dentures
- ♦ Palliative emergency treatment
- ♦ Routine fillings consisting of silver amalgam and tooth color materials, including stainless steel crowns (primary teeth)\*
- ♦ Simple extractions\*\*
- ♦ Endodontics – Including pulpotomy, direct pulp capping and root canal therapy (excluding restoration)

\*Payment for an inlay, onlay or crown will equal the amount payable for a three-surface amalgam filling when the member is not covered by the Dental Amendatory Rider A.

\*\*Payment for a surgical extraction or a hemisection with root removal will equal the amount payable for a simple extraction when the member is not covered by Dental Amendatory Rider A.

#### **ACCESSING BENEFITS:**

##### ***Participating Dentists Benefits.***

When receiving care from one of over 1,800 participating dentists, the member simply presents an identification card showing dental coverage. The dentist bills us directly for all covered services.

For dental care provided by a participating dentist, we pay the lesser of the dentist's usual charge or the usual, customary and reasonable charge as determined by us. The dentist accepts our reimbursement as full payment and may not bill the member for any additional charges.

##### ***Non-Participating Dentists Benefits.***

For covered dental services provided by a non-participating dentist, in or out of Connecticut, we pay an amount equal to the dentist's usual charge or the applicable allowance for the procedure, as determined by us. The member is responsible for any difference between the amount paid by us and the fee charged by the dentist.

***This does not constitute our health plan or insurance policy. Refer to your Master Group Policy or Description of Benefits, on file with your employer, for a complete listing of benefits, maximums, exclusions and limitations.***

## APPENDIX D

### DENTAL AMENDATORY RIDER A ADDITIONAL BASIC BENEFITS

In addition to the services provided under your dental program, the following additional basic benefits are provided:

- ♦ Inlays (not part of bridge)
- ♦ Onlays (not part of bridge)
- ♦ Crown (not part of bridge)
- ♦ Space Maintainers
- ♦ Oral surgery consisting of fracture and dislocation treatment, diagnosis and treatment of cyst and abscess, surgical extractions and impaction
- ♦ Apicoectomy

The dental services listed above are subject to the following qualifications:

We will pay for individual crowns, inlays and onlays only when amalgam or synthetic fillings would not be satisfactory for the retention of the tooth, as determined by us.

We will not pay for a replacement that is provided less than five (5) years following a placement or replacement which was covered under this Rider. We will not pay for individual crowns, inlays or onlays to alter vertical dimension, for the purpose of precision attachment of dentures, or when they are splinted together for any reason.

If the member is not covered by Dental Amendatory Rider C (Prosthodontics), we will pay for the following types of crowns, inlays or onlays, but only when there is clinical evidence that amalgam or synthetic fillings would not be satisfactory for the retention of the tooth:

- ♦ One tooth on either side or two teeth on one side of a replacement for missing teeth, as part of a fixed bridge.
- ♦ No benefits will be provided for the tooth replacements.
- ♦ Space Maintainers – Payment will be made for devices to preserve space due to premature loss of primary teeth, but not for interceptive orthodontic devices. Payment will be made for up to two devices per member per lifetime.

## APPENDIX D

### DENTAL AMENDATORY RIDER A ADDITIONAL BASIC BENEFITS

#### ACCESSING BENEFITS:

##### **Participating Dentists Benefits.**

The City's dental carrier will pay the lesser of fifty percent of the dentist's usual charge or fifty percent of the usual, customary and reasonable charge, as determined by us, for the dental services described in this Rider. Dentists who participate in our dental programs agree to accept our allowance as full payment and may not bill the member for any additional charges except for the remaining coinsurance balance.

##### **Non-Participating Dentists Benefits.**

In the event a non-participating dentist renders these services, we will pay to the member the lesser of fifty percent of the dentist's charge or fifty percent of the applicable allowance for the procedure as determined by us. The member is responsible for any difference between the amount paid by us and the fee charged by the dentist.

*This does not constitute your health plan or insurance policy. Refer to your Master Group Policy or Description of Benefits, on file with your employer, for a complete listing of benefits, maximums, exclusions and limitations.*

## APPENDIX D

### DENTAL AMENDATORY RIDER B PROSTHODONTICS

The following prosthetic services are provided under Dental Amendatory Rider B:

- ♦ Denture, full and partial
- ♦ Bridges, fixed and removable
- ♦ Addition of teeth to partial dentures to replace extracted teeth

The dental services listed above are subject to the following qualifications:

The City's dental carrier will pay for standard procedures for prosthetic services as determined by us. For fixed bridges, we will pay for the replacement of missing teeth and for one tooth on either side or two teeth on one side of the replacement. We will not pay for a denture or bridge replacement that is provided less than five years following a placement or replacement which was covered under the contract. We also will not pay for crowns splinted together for any reason.

#### ACCESSING BENEFITS:

##### **Participating Dentists Benefits.**

The City's dental carrier will pay the lesser of fifty percent of the dentist's usual charge or fifty percent of the usual, customary and reasonable charge, as determined by us, for the dental services described in this Rider. Dentists who participate in our dental programs agree to accept our allowance as full payment and may not bill the member for any additional charges except for the remaining coinsurance balance.

##### **Non-Participating Dentists Benefits.**

In the event a non-participating dentist renders these services, we will pay to the member the lesser of fifty percent of the dentist's charge or fifty percent of the applicable allowance for the procedure as determined by us. The member is responsible for any difference between the amount paid by us and the fee charged by the dentist.

***This does not constitute your health plan or insurance policy. Refer to your Master Group Policy or Description of Benefits, on file with your employer, for a complete listing of benefits, maximums, exclusions and limitations.***

## APPENDIX D

### DENTAL AMENDATORY RIDER C PERIODONTICS

Periodontal services consisting of:

- ♦ Gingival curettage
- ♦ Gingivectomy and gingivoplasty
- ♦ Osseous surgery, including flap entry and closure
- ♦ Mucogingivoplastic surgery
- ♦ Management of acute infection and oral lesions

The maximum benefit we will provide for periodontal services per person per year is \$500.

#### **ACCESSING BENEFITS:**

##### **Participating Dentists Benefits.**

The City's dental carrier will pay the lesser of fifty percent of the dentist's usual charge or fifty percent of the usual, customary and reasonable charge, as determined by us, for the dental services described in this Rider. Dentists who participate in our dental programs agree to accept our allowance as full payment and may not bill the member for any additional charges except for the remaining coinsurance balance.

##### **Non-Participating Dentists Benefits.**

In the event a non-participating dentist renders these services, we will pay to the member the lesser of fifty percent of the dentist's charge or fifty percent of the applicable allowance for the procedure as determined by us. The member is responsible for any difference between the amount paid by us and the fee charged by the dentist.

***This does not constitute your health plan or insurance policy. Refer to your Master Group Policy or Description of Benefits, on file with your employer, for a complete listing of benefits, maximums, exclusions and limitations.***

## APPENDIX D

### DENTAL AMENDATORY RIDER D ORTHODONTICS

The following orthodontic services are provided:

Handicapping malocclusion for a member under age 19, consisting of the installation of orthodontic appliances and orthodontic treatments concerned with the reduction or elimination of an existing malocclusion through the correction of malposed teeth.

The maximum amount payable for orthodontic services is \$600 per member per lifetime.

#### ACCESSING BENEFITS:

##### **Participating Dentists Benefits.**

The City's dental carrier will pay the lesser of sixty percent of the dentist's usual charge or sixty percent of the usual, customary and reasonable charge, as determined by us, for the dental services described in this Rider. Dentists who participate in our dental programs agree to accept our allowance as full payment and may not bill the member for any additional charges except for the remaining coinsurance balance.

##### **Non-Participating Dentists Benefits.**

In the event a non-participating dentist renders these services, we will pay to the member the lesser of sixty percent of the dentist's charge or sixty percent of the applicable allowance for the procedure as determined by us. The member is responsible for any difference between the amount paid by us and the fee charged by the dentist.

*This does not constitute your health plan or insurance policy. Refer to your Master Group Policy or Description of Benefits, on file with your employer, for a complete listing of benefits, maximums, exclusions and limitations.*

APPENDIX E

*Ord. 50-98*

Introduced by: SAUNDRA KEE BORGES, City Manager

HEADING  
AND  
PURPOSE

AN ORDINANCE AMENDING CHAPTER XVII, SECTION 3(b) OF THE  
CHARTER OF THE CITY OF HARTFORD

COURT OF COMMON COUNCIL,  
CITY OF HARTFORD,

August 10 1998

Be It Ordained by the Court of Common Council of the City of Hartford:  
That Chapter XVII, Section 3(b) of the Charter of the City of Hartford is hereby  
amended by adding the following paragraphs at the end thereof:

Notwithstanding any provisions of this Chapter to the contrary, including, without limitation, the provisions set forth in subsection 3(y)(4) of this Chapter, any permanent, nonbargaining unit city employee who is an active member of the unclassified service at any time between October 1, 1998 and December 31, 1998, both dates inclusive, and who previously has elected not to be, and is not then, a member of the fund, shall have the right to elect to become a member of the fund in accordance with and subject to the provisions of this subparagraph. Any employee who wishes to make such election shall give written notice to the city treasurer to that effect on or before December 31, 1998. Any such employee who has given such notice shall, effective January 1, 1999, thereupon be a member of the fund, and thereby entitled to receive those benefits applicable to, and obligated to make those contributions required of, nonbargaining unit city employees under and pursuant to the terms of this Chapter as apply to such employees for and during the period of his or her service thereafter, providing, however, that no such employee shall be entitled to have any of his or her contributions "picked-up" and paid by the city of Hartford as otherwise would be provided pursuant to the provisions of section 3(y) of this Chapter. Any election which is made to become a member of the fund pursuant to this subparagraph shall be irrevocable.

Notwithstanding any provisions of this Chapter to the contrary, including, without limitation, the provisions set forth in subsection 3(y)(4) of this Chapter, any

active, permanent, nonbargaining unit city employee (and any active, full-time, permanent city employee who is a member of a collective bargaining unit which has agreed to the provisions of this subparagraph who previously was a member of the unclassified service) who (i) is or elects to become a member of the fund at any time between October 1, 1998 and December 31, 1998, both dates inclusive, (ii) is not then receiving a retirement benefit, and (iii) previously chose not to be, or otherwise was not, a member of the fund during any time he or she was a member of the unclassified service, shall have the option to include that portion of his or her Qualified Prior Unclassified Service Time (as hereinafter defined) in the calculation in his or her length of service for purposes of determining his or her retirement allowance, subject to and in accordance with the terms of this subparagraph. Any employee who wishes to exercise this option must (1) provide the city treasurer with written notice of his or her desire to do the same by December 31, 1998, and (2) thereafter pay the municipal employees' retirement fund an amount equal to the contributions required in respect of any of his or her Qualified Prior Unclassified Service Time for which he or she desires to be given credit pursuant to this subparagraph in the manner and on such terms as may be specified by the pension commission. Nothing in this subparagraph shall be deemed to entitle any member to receive a retirement allowance in excess of that amount which may be specified to be, or which operates as, a maximum limit on the amount of any benefit which may be paid to such member pursuant to any other provisions of this Chapter. Any member who elects to exercise the option to purchase additional pension credit pursuant to this subparagraph shall make a contribution to the fund for each fiscal year, or part thereof, for which he or she is purchasing credit hereunder equal to the sum of (1) the product of his or her salary during each such year, or part thereof, times the contribution rate in effect for nonbargaining unit city employees as of December 31, 1998, plus (2) interest on the amounts derived pursuant to the foregoing calculated at the pension commission's assumed rate of return for the fund as of and from June 30th of each such fiscal year, or part thereof, to the date the pension commission approves such member's application to acquire the same. No contributions which are required to be made pursuant to this subparagraph shall be "picked-up" and paid by the city of Hartford as otherwise would be provided pursuant to the provisions of section 3(y) of this Chapter. For purposes of this subparagraph, a member's "Qualified Prior Unclassified Service Time" shall mean such prior unclassified service time for which he or she served as a permanent employee and neither is receiving a retirement benefit, nor has retained a vested benefit, from any other employer; a member shall be deemed to be "receiving a retirement benefit" if, prior to January 1, 1999, he or she has filed an application to be paid, or has been awarded, any benefits under this Chapter.

This ordinance shall take effect upon adoption.

Adopted by the Court of Common Council at a recessed meeting held October 6, 1998 by roll-call vote 8 to 0, and approved by the Mayor, October 9, 1998.



Ord 57-98

Introduced by: SAUNDRA KEE BORGES, City Manager

HEADING  
AND  
PURPOSE

ORDINANCE AMENDING SECTION 3(h) OF  
CHAPTER XVII OF THE CHARTER OF THE CITY OF HARTFORD, AS AMENDED.

COURT OF COMMON COUNCIL,  
CITY OF HARTFORD,

October 6, 1998

Be It Ordained by the Court of Common Council of the City of Hartford:

That Section 3(h) of Chapter XVII of the Charter of the City of Hartford is hereby amended by adding the following paragraph at the end thereof:

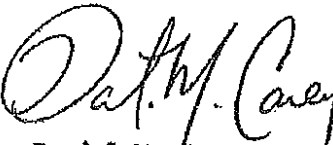
Effective October 1, 1998, any nonbargaining unit employee of the City (and any member of a collective bargaining unit which agrees to the provisions of this subparagraph) who (i) has completed his or her probationary period prior thereto, (ii) is, or by January 1, 1999 will be, a member of the fund, (iii) failed to request that he or she be allowed to repurchase any of his or her prior service credits and/or to repay the fund therefor within ninety (90) days after completion of his or her probationary period, and (iv) neither is receiving a retirement benefit nor has retained a vested benefit with respect to such prior service from any other employer, and (v) is entitled to receive Nonbargaining Pension Benefits as defined in subsection (b) above, is hereby granted an extension of time until December 31, 1998 to make such request and repurchase his or her prior service credits, subject to and in accordance with this subparagraph. Any such employee who wishes to repurchase his or her prior service credits pursuant to this subparagraph must provide written notice to the city treasurer of his or her desire to do the same by December 31, 1998 and shall thereafter pay the municipal employees' retirement fund an amount equal to the sum of (1) his or her contributions for such prior service which were returned to such employee; and (2) interest on said contributions at the rate of seven percent (7%) per annum from the date

such employee was rehired by the city to the date the pension commission approves such member's application to repurchase any credits hereunder. All such amounts shall be paid to the fund in the manner and on the terms specified by the pension commission, providing, however, that no contributions which are required to be made pursuant to this subparagraph shall be "picked-up" and paid by the city of Hartford pursuant to the provisions of section 3(y) of this Chapter. Nothing in this subsection shall be deemed to entitle any member to receive a retirement allowance in excess of that amount which may be specified to be, or which operates as, a maximum limit on the amount of any benefit which may be paid to such member pursuant to any other provisions of this Chapter.

This ordinance shall take effect upon adoption.

Adopted, as amended, by the Court of Common Council at a recessed meeting held October 6, 1998, by roll-call vote 7 to 0, and approved by the Mayor, October 9, 1998.

Attest:

  
Daniel M. Carey,  
City Clerk

Ord 52-98

Introduced by: SAUNDRA KEE BORGES, City Manager

HEADING  
AND  
PURPOSE

ORDINANCE AMENDING SECTION 3(v) OF CHAPTER XVII OF THE  
CHARTER OF THE CITY OF HARTFORD

COURT OF COMMON COUNCIL,  
CITY OF HARTFORD,

August 10, 19 98

Be It Ordained by the Court of Common Council of the City of Hartford:

That Section 3(v) of Chapter XVII of the Charter of the City of Hartford is hereby amended as follows:

(v) *Length of service to include prior [service to housing authority or state] Qualified Non-City Service.* [In determining length of service for the purposes of the municipal employees' retirement fund, the length of service of any employee who is not a member of a collective bargaining unit shall be deemed to include up to four (4) years of prior service to the Hartford Housing Authority or the State of Connecticut for which time said employee is neither receiving nor is eligible to receive a pension, provided said employee shall have been an employee of the City of Hartford for not less than five (5) years and shall not have been a member of a pension system covering either Hartford Housing Authority employees or State of Connecticut employees for a period of at least two (2) years prior to his or her employment by the City of Hartford; and further provided that said employee shall pay into the retirement fund, for each year of Hartford Housing Authority employment or State of Connecticut employment, a sum equal to that which he or she would have paid had said employment been with the City of Hartford based on his or her first year's earnings as a city employee at his or her current rate of contribution, upon such conditions as to payment of arrears of contributions as the pension commission may require; and further provide that any employee eligible to purchase prior Hartford Housing Authority service or State of Connecticut service shall elect to do so within one (1) year from the adoption of this

section or within one (1) year from the date of completion of five (5) years' service as a city employee, whichever is later.

- (I) The provision of Section 3(v) which provides that a city employee shall not have been a member of any pension system covering Hartford Housing Authority employees or State of Connecticut employees for a period of two (2) years prior to his or her employment by the city of Hartford shall not apply to any city employee receiving a pension benefit from either the Hartford Housing Authority or the State of Connecticut, the payment of which commenced prior to January 1, 1991.]

(i) For purposes of this subsection, the following terms shall have the meanings ascribed thereto below:

(1) "Qualified Non-City Service" shall mean that period of any service provided to a Qualified Non-City Organization as a full time employee (which, in the case of government service, shall also include any service as an elected or appointed official) (A) for which said member is neither receiving a retirement benefit nor has retained a vested benefit, (B) during which he or she did not hold any office or position with the city of Hartford or any other Qualified Non-City Organization for which such member seeks to be or has been given credit hereunder, and (C) for which said member, if his or her Section 3(v) Employment Date is on or after October 1, 1998, neither is, has been, nor will become, eligible to receive any credit pursuant to subsection (s) above, and;

(2) A "Qualified Non-City Organization" shall mean the State of Connecticut or any political subdivision thereof and the Hartford Housing Authority;

(3) A member's "Section 3(v) Employment Date" shall be that date on which he or she was first employed by the City after accruing the Qualified Non-City Service for which he or she seeks to be given credit pursuant to this subsection;

(4) A member's "Section 3(v) Earnings" shall equal the greater of (A) the actual earnings received by such member from the Qualified Non-City Organization for whom, and during the time, he or she provided the service for which he or she seeks to be provided credit hereunder, or (B) such member's Effective Non-City Earnings during such period; and

(5) A member's "Effective Non-City Earnings" shall equal such member's actual earnings as a City employee during the first year following his or her Section 3(v) Employment Date (hereinafter, his or her "Post Non-City Earnings"), except when, and then only if, such member is a Returning Member, in which case, such

member's Effective Non-City Earnings shall equal the lesser of (a) his or her Post Non-City Earnings, or (B) the average of (i) such member's Post Non-City Earnings, and (ii) his or her earnings during the last year in which he or she served as a City employee before accruing the Qualified Non-City Service at issue.

(6) A "Returning Member" shall mean any member who, pursuant to other provisions of this Chapter, has or is to be given credit for at least one (1) year of Prior City Service in the computation of his or her retirement allowance;

(7) A member shall be deemed to have "Prior City Service" if he or she was a member of the MERF prior to providing the service to the Qualified Non-City Organization for which he or she may be given credit hereunder;

(8) A "Qualifying Member" shall mean any member who is not a member of a bargaining unit and is entitled to receive Nonbargaining Pension Benefits as defined in subsection (b) above (and any member who is a member of a collective bargaining unit which has agreed to the provisions of this subsection).

(i) Any Qualifying Member whose effective date of retirement occurs on or after October 1, 1998, shall have the option to be credited with up to four (4) years of any of his or her Qualified Non-City Service in the calculation in his or her length of service for purposes of determining his or her retirement allowance subject to and in accordance with the terms of this subsection. Any member who wishes to exercise this option must provide written notice of his or her desire to do the same by December 31, 1999 or one (1) year of his or her employment as a nonbargaining unit city employee, whichever is later, and shall thereafter pay the municipal employees' retirement fund an amount equal to the contributions required pursuant to this subsection (hereinafter, his or her "Section 3(v) Contribution") in the manner and on the terms specified by the pension commission. The period of such service for which the member receives credit hereunder shall not be used to establish eligibility for any retirement benefits unless such member already has obtained a vested interest in such benefits. Once a member has obtained a vested interest in his or her retirement benefits, the period of such member's Qualified Non-City Service for which he or she is to be given credit hereunder shall be counted for the purpose of both determining such member's eligibility to receive, and computing the amount of, his or her normal retirement allowance.

(iii) Any member who elects to exercise the option to purchase additional pension credit pursuant to this subsection shall make a contribution to the fund therefor equal to the sum of (1) the product of his or her Section 3(v) Earnings times the contribution rate which was in effect for such member as of his or her Section 3(v) Employment Date, and (2) interest on the amount derived pursuant to the foregoing

calculation at the rate of seven percent (7%) per annum from said Section 3(v) Employment Date to the date the pension commission approves such member's application to purchase any credits hereunder. All such amounts shall be paid to the fund in the manner and on the terms specified by the pension commission, providing, however, that no contributions which are required to be made pursuant to this subparagraph shall be "picked-up" and paid by the city of Hartford pursuant to the provisions of section 3(v) of this Chapter.

(iv) Nothing in this subsection shall be deemed to entitle any member to receive a retirement allowance in excess of that amount which may be specified to be, or which operates as, a maximum limit on the amount of any benefit which may be paid to such member pursuant to any other provisions of this Chapter. In the event that any member's retirement allowance would exceed any such limit if he or she were given credit for any Qualified Non-City Service time purchased thereby, the fund shall refund such member the amount of his or her contributions applicable thereto with interest at the rate of three percent (3%) per annum from the date such contributions were fully paid to the date they are refunded by the pension commission.

This ordinance shall take effect upon adoption and be retroactive to July 1, 1997.

Adopted by the Court of Common Council at a recessed meeting held October 6, 1998, by roll-call vote 7 to 0, and approved by the Mayor, October 9, 1998.

Attest:

  
Daniel M. Carey,  
City Clerk

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**MEMORANDUM OF AGREEMENT  
BETWEEN  
THE CITY OF HARTFORD  
AND  
HARTFORD MUNICIPAL EMPLOYEES ASSOCIATION**

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This Memorandum of Agreement (hereinafter, "Agreement") is made by and between the City of Hartford (hereinafter, "the City") and the Hartford Municipal Employees Association (hereinafter, "HMEA").

**WHEREAS**, per two March 2022 Memorandums of Agreement (hereinafter, "March 2022 MOAs") and the May 2023 Memorandum of Agreement (hereinafter, "May 2023 MOA"), the City and HMEA have been working collaboratively on updating the job description and salary for the Inspector II classification (Class Code 5255) in order to be more competitive in the recruitment of eligible candidates for these critical vacancies; and

**WHEREAS**, the City continues to have challenges in the successful recruiting and retaining of candidates to fill current critical vacancies within the Department of Development Services.

**THEREFORE**, in recognition of the City's and HMEA's mutual interest in filling the existing Inspector II vacancies, the City and HMEA agree to the following, subject to approval by the Court of Common Council and the Municipal Accountability Review Board, if required:

1. Effective the first full pay period after the final approval of this Agreement, the current Inspector II and the new Sealer of Weights & Measures/Inspector II (Class Code 5254) salary schedule will be replaced with the salary schedule outlined below:

Base Rate 0	1 <sup>st</sup> Year 1	2 <sup>nd</sup> Year 2	3 <sup>rd</sup> Year 3	4 <sup>th</sup> Year 4	5% In Lieu 5
\$3077.13	\$3230.99	\$3384.84	\$3538.70	\$3692.56	\$3846.41

The salary schedule provided above will be amended to reflect any general wage increase resulting from HMEA's negotiations for Fiscal Year 2023-2024.

Current employees employed in these classifications will be placed on the new salary table in the same step that they held as of the final approval date of this Agreement. This placement on the new salary schedule will be adjusted by any growth increments resulting from HMEA's negotiations that predates this Agreement.

2. Effective upon the final approval of this Agreement, newly hired full-time Inspector IIs who possess Connecticut certification as an Assistant Building Official or Building Official and whose first day of work with the City is after the signing date of this Agreement will be eligible for sign-on and retention bonuses as follows:
  - A \$5,000 signing bonus, payable within the first 30 days of employment.
  - An additional \$5,000 retention bonus every six (6) months from date of appointment for a total of three (3) years.
  - These signing and retention bonuses will not be offered to newly hired Inspector IIs whose first day of work with the City is on or after August 31, 2026, unless extended by the City.

Such extension is at the sole discretion of the Mayor, but HMEA will be notified of any extension by no later than July 31, 2026.

3. Effective upon the final approval of this Agreement, newly hired full-time Inspector IIs who do NOT possess Connecticut certification as an Assistant Building Official or Building Official and whose first day of work with the City is after the signing date of this Agreement will be eligible for fifty percent (50%) of the sign-on and retention bonuses outlined in Paragraph 2 of this Agreement. Upon obtaining Connecticut certification as an Assistant Building Official, they will be eligible for the full amount (100%) of the sign-on and retention bonuses outlined in Paragraph 2 of this Agreement.
4. Full-time employees who are currently employed by the City in the Inspector II and Sealer & Weights/Inspector II classifications and who possess Connecticut certification as an Assistant Building Official or Building Official as of the signing date of this Agreement and who remain employed as an Inspector II or Sealer & Weights/Inspector II will be eligible for retention bonuses as follows:
  - A \$5,000 retention bonus six (6) months from the date of final approval of this Agreement, and an additional \$5,000 retention bonus every six (6) months thereafter for a total of three years from the date of final approval of this Agreement.
  - This retention bonus may be extended at the sole discretion of the Mayor, but HMEA will be notified of any extension by no later than July 31, 2026.
5. Full-time employees who are currently employed by the City in the Inspector II and Sealer & Weights/Inspector II classifications and who do NOT possess Connecticut certification as an Assistant Building Official or Building Official as of the signing date of this Agreement and who remain employed as an Inspector II or Sealer & Weights/Inspector II will be eligible for fifty percent (50%) of the retention bonuses outlined in Paragraph 4 of this Agreement. Upon obtaining Connecticut certification as an Assistant Building Official, they will be eligible for the full amount (100%) of the retention bonuses outlined in Paragraph 2 of this Agreement.
6. The sign-on and retention bonuses outlined in Paragraphs 2 through 5 of this Agreement will not be included or utilized in any manner in determining or calculating employee's final average pay and retirement allowance under HMEA's pension provisions. Pension deductions will not be taken from the sign-on and retention bonuses.
7. Effective upon final approval of this Agreement, the "Licenses; Certifications; Special Requirements" of the job description for the Inspector II and Sealer of Weights & Measures/Inspector II classifications will be as follows:

**Licenses; Certifications; Special Requirements**

Must possess and maintain a valid driver's license.

Must possess and maintain Connecticut certification as an Assistant Building Official ("ABO") per the Office of Education and Management ("OEDM").

Possession of an Electrical Inspector, Plumbing Inspector, Mechanical Inspector, Residential Building Inspector, Heating and Cooling Inspector or Construction Inspector license may be substituted for the Assistant Building Official certification, provided the incumbent obtains the Connecticut Assistant Building



Official certification within twenty-four (24) months of appointment and maintains certification thereafter.

8. There will be an initial probationary or working test period (hereinafter, "initial probationary period") of a minimum of three (3) months up to twelve (12) months. Such probationary period may be extended up to a maximum of twenty-four (24) months in total if the employee has not obtained the required ABO Certification within the first twelve (12) months of appointment to the Inspector II and/or Sealer & Weights/Inspector II classification. In such cases, the employee's initial probationary period will be extended automatically to twenty-four (24) months. This extension cannot be grieved by the employee or HMEA.

The above does not limit or preclude the Director of Development Services from terminating any employee during the employee's probationary period in accordance with the Collective Bargaining Agreement between the Parties and the City's Personnel Rules and Regulations.

9. Those individuals who do not obtain their ABO Certification within the maximum twenty-four-month period will be subject to administrative separation without recourse to the grievance procedure.
10. Those hired without an ABO Certification will be placed at the first step of the Inspector II salary schedule. Their inspection work will be limited to the area in which the individual is licensed, and they will be eligible for growth (step) increments up to Step 2 only, until such time as they obtain the ABO Certification.
11. Effective the first full pay period after the final approval of this Agreement, the current Chief of Building & Trades (Class Code 5272) salary schedule will be as outlined below.

Base Rate	1 <sup>st</sup> Year	2 <sup>nd</sup> Year	3 <sup>rd</sup> Year	4 <sup>th</sup> Year	5 <sup>th</sup> Year	6 <sup>th</sup> Year	5% In Lieu
0	1	2	3	4	5	6	7
\$3150.00	\$3307.50	\$3465.00	\$3622.50	\$3780.00	\$3937.50	\$4095.00	\$4252.50

The one part-time incumbent employed in this classification will be placed on the new salary table in the same step that he held as of the final approval date of this Agreement.

12. Except for the changes provided above, the remainder of the March 2022 MOAs updating the Inspector II job description and other certain conditions of employment remains in full force and effect.
13. The City and HMEA 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.
14. This Agreement constitutes the complete understanding between the Parties regarding the subject matter herein and supersedes all prior agreements, oral, or written.
15. 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.
16. This Agreement shall be governed by and interpreted in accordance with the laws of Connecticut.

17. 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

**FOR THE HARTFORD MUNICIPAL  
EMPLOYEES ASSOCIATION**

By:  \_\_\_\_\_  
J. Sean Antoine, HMEA President

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



- Axon Enterprises, Inc.
  - Contract to provide Police Body Worn Cameras—Police Vehicle Cameras—Tasers and Digital Media and Metadata Storage
    - Provide Equipment, Infrastructure, Storage, Service and Support for Legally Mandated Police Body Worn Camera and Fleet Vehicle Camera Program (PA20-1, CGS 29-6d)
    - Provide Conductive Energy Devices ('Tasers'), Metadata storage, Service and Support for Taser Program
  - Contract term: 11/15/23 – 11/15/2027
  - Total contract amount: \$4,199,650.73
  - Prior Professional Services Contract held by Axon Enterprises, Inc. (#5831)
    - FY 2018 – FY 2023: \$3,366,043.12
      - FY 2018 contract cost: \$3,007,578.50
      - FY2021 contract add-ons: \$618,861.83
    - Prior to FY 2018 contracts with Axon (previously known as Taser, Inc.) were for Tasers (CEDs)
  - Procurement Services Division Single Source Procurement
    - Criteria considered: integration and compatibility with Taser (CED) program, business continuity, compatibility with existing hardware and software, storage requirements, training, single platform, prior experience with vendor
    - Sole manufacturer and supplier of Taser

This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc. ("**Axon**"), and the agency listed below or, if no agency is listed below, the agency on the Quote attached hereto ("**Agency**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) signature date on the Quote ("**Effective Date**"). Axon and Agency are each a "**Party**" and collectively "**Parties**". This Agreement governs Agency's purchase and use of the Axon Devices and Services detailed in the Quote Appendix ("**Quote**"). It is the intent of the Parties that this Agreement will govern all subsequent purchases by Agency for the same Axon Devices and Services in the Quote, and all such subsequent quotes accepted by Agency shall be also incorporated into this Agreement by reference as a Quote. The Parties agree as follows:

1. **Definitions.**

- 1.1. "**Axon Cloud Services**" means Axon's web services for Axon Evidence, Axon Records, Axon Dispatch, and interactions between Axon Evidence and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.
- 1.2. "**Axon Device**" means all hardware provided by Axon under this Agreement. Axon-manufactured Devices are a subset of Axon Devices.
- 1.3. "**Quote**" means an offer to sell and is only valid for devices and services on the offer at the specified prices. Any inconsistent or supplemental terms within Agency's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any Quote by Axon, and Axon reserves the right to cancel any orders resulting from such errors.
- 1.4. "**Services**" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

2. **Term.** This Agreement begins on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated ("**Term**").

- 2.1. All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 or TASER 10 plans begin on the date stated in the Quote. Each subscription term ends upon completion of the subscription stated in the Quote ("**Subscription Term**").
- 2.2. Upon completion of the Subscription Term, the Subscription Term will automatically renew for an additional 5 years ("**Renewal Term**"). For purchase of TASER 7 or TASER 10 as a standalone, Axon may increase pricing to its then-current list pricing for any Renewal Term. For all other purchases, Axon may increase pricing on all line items in the Quote by up to 3% at the beginning of each year of the Renewal Term. New devices and services may require additional terms. Axon will not authorize services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

3. **Payment.** Axon invoices upon shipment, or on the date specified within the invoicing plan in the Quote. Payment is due net 30 days from the invoice date. Payment obligations are non-cancelable. Unless otherwise prohibited by law, Agency will pay interest on all past-due sums at the lower of one-and-a-half percent (1.5%) per month or the highest rate allowed by law. Agency will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Agency is responsible for collection and attorneys' fees.

4. **Taxes.** Agency is responsible for sales and other taxes associated with the order unless Agency provides Axon a valid tax exemption certificate.

5. **Shipping.** Axon may make partial shipments and ship Axon Devices from multiple locations. All shipments are EXW (Incoterms 2020) via common carrier. Title and risk of loss pass to Agency upon Axon's delivery to the common carrier. Agency is responsible for any shipping charges in the Quote.

6. **Returns.** All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

7. **Warranty.**

- 7.1. **Limited Warranty.** Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for one (1) year from the date of Agency's receipt, except Signal Sidearm and Axon-manufactured accessories, which Axon warrants for thirty (30) months and ninety (90) days, respectively, from the date of Agency's receipt. Used conducted energy weapon ("**CEW**") cartridges are deemed to have operated properly. Extended warranties run from the expiration of the one- (1-) year hardware warranty through the extended warranty term.
- 7.2. **Disclaimer.** All software and Axon Cloud Services are provided "**AS IS,**" without any warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability,

**fitness for a particular purpose and non-infringement. Axon Devices and Services that are not manufactured, published or performed by Axon ("Third-Party Products") are not covered by Axon's warranty and are only subject to the warranties of the third-party provider or manufacturer.**

- 7.3. **Claims.** If Axon receives a valid warranty claim for an Axon-manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Axon-manufactured Device with the same or like Axon-manufactured Device, at Axon's option. A replacement Axon-manufactured Device will be new or like new. Axon will warrant the replacement Axon-manufactured Device for the longer of (a) the remaining warranty of the original Axon-manufactured Device or (b) ninety (90) days from the date of repair or replacement.

7.3.1. If Agency exchanges an Axon Device or part, the replacement item becomes Agency's property, and the replaced item becomes Axon's property. Before delivering an Axon-manufactured Device for service, Agency must upload Axon-manufactured Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon-manufactured Device sent to Axon for service.

- 7.4. **Spare Axon Devices.** At Axon's reasonable discretion, Axon may provide Agency a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Agency submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Agency in accordance with shipping terms under Section 5. Axon assumes no liability or obligation in the event Agency does not utilize Spare Axon Devices for the intended purpose.

- 7.5. **Limitations.** Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number. Axon's warranty will be void if Agency resells Axon Devices.

**7.5.1. To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement. Agency confirms and agrees that, in deciding whether to sign this Agreement, it has not relied on any statement or representation by Axon or anyone acting on behalf of Axon related to the subject matter of this Agreement that is not in this Agreement.**

**7.5.2. Axon's cumulative liability to any party for any loss or damage resulting from any claim, demand, or action arising out of or relating to any Axon Device or Service will not exceed the purchase price paid to Axon for the Axon Device, or if for Services, the amount paid for such Services over the twelve (12) months preceding the claim. Neither Party will be liable for direct, special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.**

- 7.6. **Online Support Platforms.** Use of Axon's online support platforms (e.g., Axon Academy and MyAxon) is governed by the Axon Online Support Platforms Terms of Use Appendix available at [www.axon.com/sales-terms-and-conditions](http://www.axon.com/sales-terms-and-conditions).

- 7.7. **Third-Party Software and Services.** Use of software or services other than those provided by Axon is governed by the terms, if any, entered into between Agency and the respective third-party provider, including, without limitation, the terms applicable to such software or services located at [www.axon.com/sales-terms-and-conditions](http://www.axon.com/sales-terms-and-conditions), if any.

- 7.8. **Axon Aid.** Upon mutual agreement between Axon and Agency, Axon may provide certain products and services to Agency, as a charitable donation under the Axon Aid program. In such event, Agency expressly waives and releases any and all claims, now known or hereafter known, against Axon and its officers, directors, employees, agents, contractors, affiliates, successors, and assigns (collectively, "**Releasees**"), including but not limited to, on account of injury, death, property damage, or loss of data, arising out of or attributable to the Axon Aid program whether arising out of the negligence of any Releasees or otherwise. Agency agrees not to make or bring any such claim against any Releasee, and forever release and discharge all Releasees from liability under such claims. Agency expressly allows Axon to publicly announce its participation in Axon Aid and use its name in marketing materials. Axon may terminate the Axon Aid program without cause immediately upon notice to the Agency.

8. **Statement of Work.** Certain Axon Devices and Services, including Axon Interview Room, Axon Channel Services,

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Title: Master Services and Purchasing Agreement between Axon and Agency

Department: Legal

Version: 18.0

Release Date: 6/26/2023

and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Agency, Axon is only responsible for the performance of Services described in the SOW. Additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. The SOW is incorporated into this Agreement by reference.

9. **Axon Device Warnings.** See [www.axon.com/legal](http://www.axon.com/legal) for the most current Axon Device warnings.
10. **Design Changes.** Axon may make design changes to any Axon Device or Service without notifying Agency or making the same change to Axon Devices and Services previously purchased by Agency.
11. **Bundled Offerings.** Some offerings in bundled offerings may not be generally available at the time of Agency's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Agency's election not to utilize any portion of an Axon bundle.
12. **Insurance.** Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.
13. **IP Rights.** Axon owns and reserves all right, title, and interest in Axon-manufactured Devices and Services and suggestions to Axon, including all related intellectual property rights. Agency will not cause any Axon proprietary rights to be violated.
14. **IP Indemnification.** Axon will indemnify Agency against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon-manufactured Devices or Services infringes or misappropriates the third-party's intellectual property rights. Agency must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon-manufactured Devices or Services by Agency or a third-party not approved by Axon; (b) use of Axon-manufactured Devices and Services in combination with hardware or services not approved by Axon; (c) use of Axon Devices and Services other than as permitted in this Agreement; or (d) use of Axon software that is not the most current release provided by Axon.
15. **Agency Responsibilities.** Agency is responsible for (a) Agency's use of Axon Devices; (b) breach of this Agreement or violation of applicable law by Agency or an Agency end user; (c) disputes between Agency and a third-party over Agency's use of Axon Devices; (d) ensuring Axon Devices are destroyed and disposed of securely and sustainably at Agency's cost; and (e) any regulatory violations or fines, as a result of improper destruction or disposal of Axon Devices.
16. **Termination.**
  - 16.1. **For Breach.** A Party may terminate this Agreement for cause if it provides thirty (30) days written notice of the breach to the other Party, and the breach remains uncured at the end of thirty (30) days. If Agency terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.
  - 16.2. **By Agency.** If sufficient funds are not appropriated or otherwise legally available to pay the fees, Agency may terminate this Agreement. Agency will deliver notice of termination under this section as soon as reasonably practicable.
  - 16.3. **Effect of Termination.** Upon termination of this Agreement, Agency rights immediately terminate. Agency remains responsible for all fees incurred before the effective date of termination. If Agency purchases Axon Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Agency the difference between the MSRP for Axon Devices received, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Agency may return Axon Devices to Axon within thirty (30) days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For bundled Axon Devices, MSRP is the standalone price of all individual components.
17. **Confidentiality.** "**Confidential Information**" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for five (5) years thereafter. To the extent permissible by law, Axon pricing is Confidential Information and competition sensitive. If Agency receives a public records request to disclose Axon Confidential Information, to the extent allowed by law, Agency will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.



# Master Services and Purchasing Agreement for Agency

## 18. General.

- 18.1. **Force Majeure.** Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.
- 18.2. **Independent Contractors.** The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.
- 18.3. **Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.
- 18.4. **Non-Discrimination.** Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.
- 18.5. **Export Compliance.** Each Party will comply with all import and export control laws and regulations.
- 18.6. **Assignment.** Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.
- 18.7. **Waiver.** No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.
- 18.8. **Severability.** If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.
- 18.9. **Survival.** The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, and Agency Responsibilities.
- 18.10. **Governing Law.** The laws of the country, state, province, or municipality where Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.
- 18.11. **Notices.** All notices must be in English. Notices posted on Agency's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Notices to Agency shall be provided to the address on file with Axon. Notices to Axon shall be provided to Axon Enterprise, Inc., Attn: Legal, 17800 North 85th Street, Scottsdale, Arizona 85255 with a copy to legal@axon.com.
- 18.12. **Entire Agreement.** This Agreement, including the Appendices and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

Each Party, by and through its respective representative authorized to execute this Agreement, has duly executed and delivered this Agreement as of the date of signature.

**AXON:**

Axon Enterprise, Inc.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

**AGENCY:**

**Hartford Police Department**

Signature: \_\_\_\_\_

Name: Luke A. Bronin \_\_\_\_\_

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

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



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**Axon Cloud Services Terms of Use Appendix**

1. Definitions.
  - a. **"Agency Content"** is data uploaded into, ingested by, or created in Axon Cloud Services within Agency's tenant, including media or multimedia uploaded into Axon Cloud Services by Agency. Agency Content includes Evidence but excludes Non-Content Data.
  - b. **"Evidence"** is media or multimedia uploaded into Axon Evidence as 'evidence' by an Agency. Evidence is a subset of Agency Content.
  - c. **"Non-Content Data"** is data, configuration, and usage information about Agency's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Agency Content.
  - d. **"Personal Data"** means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
2. **Access.** Upon Axon granting Agency a subscription to Axon Cloud Services, Agency may access and use Axon Cloud Services to store and manage Agency Content. Agency may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Agency may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data ("**TASER Data**"). Agency may not upload non-TASER Data to Axon Evidence Lite.
3. **Agency Owns Agency Content.** Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content is not Axon's business records. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will only have access to Agency Content for the limited purposes set forth herein. Agency agrees to allow Axon access to Agency Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.
4. **Security.** Axon will implement commercially reasonable and appropriate measures to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Agency Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.
5. **Agency Responsibilities.** Agency is responsible for (a) ensuring Agency owns Agency Content; (b) ensuring no Agency Content or Agency end user's use of Agency Content or Axon Cloud Services violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user's access to Axon Cloud Services.
  - a. Agency will also maintain the security of end usernames and passwords and security and access by end users to Agency Content. Agency is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Agency regulation and standards. Agency may not sell, transfer, or sublicense access to any other entity or person. Agency shall contact Axon immediately if an unauthorized party may be using Agency's account or Agency Content, or if account information is lost or stolen.
  - b. To the extent Agency uses the Axon Cloud Services to interact with YouTube®, such use may be governed by the YouTube Terms of Service, available at <https://www.youtube.com/static?template=terms>.
6. **Privacy.** Agency's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at <https://www.axon.com/legal/cloud-services-privacy-policy>. Agency agrees to allow Axon access to Non-Content Data from Agency to (a) perform troubleshooting, maintenance, or diagnostic





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screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.

7. **Axon Body 3 Wi-Fi Positioning.** Axon Body 3 cameras offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Agency administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Agency chooses to use this service, Axon must also enable the usage of the feature for Agency's Axon Cloud Services tenant. Agency will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Agency's Axon Cloud Services tenant. When Wi-Fi Positioning is enabled by both Axon and Agency, Non-Content and Personal Data will be sent to Skyhook Holdings, Inc. ("**Skyhook**") to facilitate the Wi-Fi Positioning functionality. Data controlled by Skyhook is outside the scope of the Axon Cloud Services Privacy Policy and is subject to the Skyhook Services Privacy Policy.
8. **Storage.** For Axon Unlimited Device Storage subscriptions, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Capture or the applicable Axon Device. Axon may charge Agency additional fees for exceeding purchased storage amounts. Axon may place Agency Content that Agency has not viewed or accessed for six (6) months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to twenty-four (24) hours to access.  
  
For Third-Party Unlimited Storage the following restrictions apply: (i) it may only be used in conjunction with a valid Axon's Evidence.com user license; (ii) is limited to data of the law enforcement agency that purchased the Third-Party Unlimited Storage and the Axon's Evidence.com end user or Agency is prohibited from storing data for other law enforcement agencies; and (iii) Agency may only upload and store data that is directly related to: (1) the investigation of, or the prosecution of a crime; (2) common law enforcement activities; or (3) any Agency Content created by Axon Devices or Evidence.com.
9. **Location of Storage.** Axon may transfer Agency Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Agency Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Cloud Services remains within the United States. Ownership of Agency Content remains with Agency.
10. **Suspension.** Axon may temporarily suspend Agency's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Agency or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Agency remains responsible for all fees incurred through suspension. Axon will not delete Agency Content because of suspension, except as specified in this Agreement.
11. **Axon Cloud Services Warranty.** Axon disclaims any warranties or responsibility for data corruption or errors before Agency uploads data to Axon Cloud Services.
12. **Axon Records.** Axon Records is the software-as-a-service product that is generally available at the time Agency purchases an OSP 7 or OSP 10 bundle. During Agency's Axon Records Subscription Term, if any, Agency will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.

- a. The Axon Records Subscription Term will end upon the completion of the Axon Records Subscription as documented in the Quote, or if purchased as part of an OSP 7 or OSP 10 bundle, upon completion of the OSP 7 or OSP 10 Term ("**Axon Records Subscription**")
- b. An "**Update**" is a generally available release of Axon Records that Axon makes available from time to time. An "**Upgrade**" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.
- c. New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included. If Agency purchases Axon Records as part of a bundled offering, the Axon Record subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Records to Agency.
- d. Users of Axon Records at the Agency may upload files to entities (incidents, reports, cases, etc) in Axon Records with no limit to the number of files and amount of storage. Notwithstanding the foregoing, Axon



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may limit usage should the Agency exceed an average rate of one-hundred (100) GB per user per year of uploaded files. Axon will not bill for overages.

13. **Axon Cloud Services Restrictions.** Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
  - a. copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;
  - b. reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;
  - c. access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
  - d. use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;
  - e. access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;
  - f. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or
  - g. use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; material in violation of third-party privacy rights; or malicious code.
14. **After Termination.** Axon will not delete Agency Content for ninety (90) days following termination. There will be no functionality of Axon Cloud Services during these ninety (90) days other than the ability to retrieve Agency Content. Agency will not incur additional fees if Agency downloads Agency Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Agency Content after these ninety (90) days and will thereafter, unless legally prohibited, delete all Agency Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Agency Content from Axon Cloud Services.
15. **Post-Termination Assistance.** Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.
16. **U.S. Government Rights.** If Agency is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Agency is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Agency will immediately discontinue use of Axon Cloud Services.
17. **Survival.** Upon any termination of this Agreement, the following sections in this Appendix will survive: Agency Owns Agency Content, Privacy, Storage, Axon Cloud Services Warranty, and Axon Cloud Services Restrictions.



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**Axon Customer Experience Improvement Program Appendix**

1. **Axon Customer Experience Improvement Program (ACEIP).** The ACEIP is designed to accelerate Axon's development of technology, such as building and supporting automated features, to ultimately increase safety within communities and drive efficiency in public safety. To this end, subject to the limitations on Axon as described below, Axon, where allowed by law, may make limited use of Agency Content from all of its customers to provide, develop, improve, and support current and future Axon products (collectively, "ACEIP Purposes"). However, at all times, Axon will comply with its obligations pursuant to the Axon Cloud Services Terms of Use Appendix to maintain a comprehensive data security program (including compliance with the CJIS Security Policy for Criminal Justice Information), privacy program, and data governance policy, including high industry standards of de-identifying Personal Data, to enforce its security and privacy obligations for the ACEIP. ACEIP has 2 tiers of participation, Tier 1 and Tier 2. By default, Agency will be a participant in ACEIP Tier 1. If Agency does not want to participate in ACEIP Tier 1, Agency can revoke its consent at any time. If Agency wants to participate in Tier 2, as detailed below, Agency can check the ACEIP Tier 2 box below. If Agency does not want to participate in ACEIP Tier 2, Agency should leave box unchecked. At any time, Agency may revoke its consent to ACEIP Tier 1, Tier 2, or both Tiers.
2. **ACEIP Tier 1.**
  - 2.1. When Axon uses Agency Content for the ACEIP Purposes, Axon will extract from Agency Content and may store separately copies of certain segments or elements of the Agency Content (collectively, "**ACEIP Content**"). When extracting ACEIP Content, Axon will use commercially reasonable efforts to aggregate, transform or de-identify Agency Content so that the extracted ACEIP Content is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual ("**Privacy Preserving Technique(s)**"). For illustrative purposes, some examples are described in footnote 1<sup>1</sup>. For clarity, ACEIP Content will still be linked indirectly, with an attribution, to the Agency from which it was extracted. This attribution will be stored separately from the data itself, but is necessary for and will be solely used to enable Axon to identify and delete all ACEIP Content upon Agency request. Once de-identified, ACEIP Content may then be further modified, analyzed, and used to create derivative works. At any time, Agency may revoke the consent granted herein to Axon to access and use Agency Content for ACEIP Purposes. Within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete any and all ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Agency. In addition, if Axon uses Agency Content for the ACEIP Purposes, upon request, Axon will make available to Agency a list of the specific type of Agency Content being used to generate ACEIP Content, the purpose of such use, and the retention, privacy preserving extraction technique, and relevant data protection practices applicable to the Agency Content or ACEIP Content ("**Use Case**"). From time to time, Axon may develop and deploy new Use Cases. At least 30 days prior to authorizing the deployment of any new Use Case, Axon will provide Agency notice (by updating the list of Use Case at <https://www.axon.com/aceip> and providing Agency with a mechanism to obtain notice of that update or another commercially reasonable method to Agency designated contact) ("**New Use Case**").
  - 2.2. **Expiration of ACEIP Tier 1.** Agency consent granted herein will expire upon termination of the Agreement. In accordance with section 1.1.1, within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to, Agency.
3. **ACEIP Tier 2.** In addition to ACEIP Tier 1, if Agency wants to help further improve Axon's services, Agency may choose to participate in Tier 2 of the ACEIP. ACEIP Tier 2 grants Axon certain additional rights to use Agency Content, in addition to those set forth in Tier 1 above, without the guaranteed deployment of a Privacy Preserving Technique

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<sup>1</sup> For example; (a) when extracting specific text to improve automated transcription capabilities, text that could be used to directly identify a particular individual would not be extracted, and extracted text would be disassociated from identifying metadata of any speakers, and the extracted text would be split into individual words and aggregated with other data sources (including publicly available data) to remove any reasonable ability to link any specific text directly or indirectly back to a particular individual; (b) when extracting license plate data to improve Automated License Plate Recognition (ALPR) capabilities, individual license plate characters would be extracted and disassociated from each other so a complete plate could not be reconstituted, and all association to other elements of the source video, such as the vehicle, location, time, and the surrounding environment would also be removed; (c) when extracting audio of potential acoustic events (such as glass breaking or gun shots), very short segments (<1 second) of audio that only contains the likely acoustic events would be extracted and all human utterances would be removed.



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to enable product development, improvement, and support that cannot be accomplished with aggregated, transformed, or de-identified data.

Check this box if Agency wants to help further improve Axon's services by participating in ACEIP Tier 2 in addition to Tier 1. Axon will not enroll Agency into ACEIP Tier 2 until Axon and Agency agree to terms in writing providing for such participation in ACEIP Tier 2.



Professional Services Appendix

If any of the Professional Services specified below are included on the Quote, this Appendix applies.

- 1. Utilization of Services. Agency must use professional services as outlined in the Quote and this Appendix within six (6) months of the Effective Date.
2. Axon Full Service (Axon Full Service). Axon Full Service includes advance remote project planning and configuration support and up to four (4) consecutive days of on-site service and a professional services manager to work with Agency to assess Agency's deployment and determine which on-site services are appropriate. If Agency requires more than four (4) consecutive on-site days, Agency must purchase additional days. Axon Full Service options include:

Table with 1 column and 10 rows detailing Axon Full Service options: System set up and configuration, Dock configuration, Best practice implementation planning session, System Admin and troubleshooting training sessions, Axon instructor training (Train the Trainer), Evidence sharing training, End user go-live training and support sessions, Implementation document packet, and Post go-live review.

- 3. Body-Worn Camera Starter Service (Axon Starter). Axon Starter includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Agency to assess Agency's deployment and determine which Services are appropriate. If Agency requires more than one (1) day of on-site Services, Agency must purchase additional on-site Services. The Axon Starter options include:

Table with 1 column and 1 row detailing Axon Starter options: System set up and configuration (Remote Support).



<p><b>Dock configuration</b></p> <ul style="list-style-type: none"> <li>• Work with Agency to decide the ideal location of Dock setup and set configurations on Dock</li> <li>• Authenticate Dock with Axon Evidence using "Administrator" credentials from Agency</li> <li>• Does not include physical mounting of docks</li> </ul>
<p><b>Axon instructor training (Train the Trainer)</b> Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations</p>
<p><b>End user go-live training and support sessions</b></p> <ul style="list-style-type: none"> <li>• Assistance with device set up and configuration</li> <li>• Training on device use, Axon Evidence, and Evidence Sync</li> </ul>
<p><a href="#">Implementation document packet</a> Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories &amp; roles guide</p>

- Body-Worn Camera Virtual 1-Day Service (Axon Virtual).** Axon Virtual includes all items in the BWC Starter Service Package, except one (1) day of on-site services.
- CEW Services Packages.** CEW Services Packages are detailed below:

<p><b>System set up and configuration</b></p> <ul style="list-style-type: none"> <li>• Configure Axon Evidence categories &amp; custom roles based on Agency need.</li> <li>• Troubleshoot IT issues with Axon Evidence.</li> <li>• Register users and assign roles in Axon Evidence.</li> <li>• <b>For the CEW Full Service Package:</b> On-site assistance included</li> <li>• <b>For the CEW Starter Package:</b> Virtual assistance included</li> </ul>
<p><b>Dedicated Project Manager</b> Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Agency 4–6 weeks before rollout</p>
<p><b>Best practice implementation planning session to include:</b></p> <ul style="list-style-type: none"> <li>• Provide considerations for the establishment of CEW policy and system operations best practices based on Axon's observations with other agencies</li> <li>• Discuss the importance of entering metadata and best practices for digital data management</li> <li>• Provide referrals to other agencies using TASER CEWs and Axon Evidence</li> <li>• <b>For the CEW Full Service Package:</b> On-site assistance included</li> <li>• <b>For the CEW Starter Package:</b> Virtual assistance included</li> </ul>
<p><b>System Admin and troubleshooting training sessions</b> On-site sessions providing a step-by-step explanation and assistance for Agency's configuration of security, roles &amp; permissions, categories &amp; retention, and other specific settings for Axon Evidence</p>
<p><b>Axon Evidence Instructor training</b></p> <ul style="list-style-type: none"> <li>• Provide training on the Axon Evidence to educate instructors who can support Agency's subsequent Axon Evidence training needs.</li> <li>• <b>For the CEW Full Service Package:</b> Training for up to 3 individuals at Agency</li> <li>• <b>For the CEW Starter Package:</b> Training for up to 1 individual at Agency</li> </ul>
<p><b>TASER CEW inspection and device assignment</b> Axon's on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Axon Evidence.</p>
<p><b>Post go-live review</b> <b>For the CEW Full Service Package:</b> On-site assistance included. <b>For the CEW Starter Package:</b> Virtual assistance included.</p>

- Smart Weapon Transition Service.** The Smart Weapon Transition Service includes:

<p><b>Archival of CEW Firing Logs</b> Axon's on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW Smart Weapons that Agency is replacing with newer Smart Weapon models.</p>
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### Return of Old Weapons

Axon's on-site professional service team will ship all old weapons back to Axon's headquarters.  
Axon will provide Agency with a Certificate of Destruction

\*Note: CEW Full Service packages for TASER 7 or TASER 10 include Smart Weapon Transition Service instead of 1-Day Device Specific Instructor Course.

7. **VR Services Package.** VR Service includes advance remote project planning and configuration support and one (1) day of on-site service and a professional services manager to work with Agency to assess Agency's deployment and determine which Services are appropriate. The VR Service training options include:

#### System set up and configuration (Remote Support)

- Instructor-led setup of Axon VR headset content
- Configure agency settings based on Agency need
- Troubleshoot IT issues with Axon VR headset

#### Axon instructor training (Train the Trainer)

Training for up to five (5) Agency's in-house instructors who can support Agency's Axon VR CET and SIM training needs after Axon's has fulfilled its contracted on-site obligations

#### Classroom and practical training sessions

Step-by-step explanation and assistance for Agency's configuration of Axon VR CET and SIM functionality, basic operation, and best practices

8. **Axon Air, On-Site Training.** Axon Air, On-Site training includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Agency to assess Agency's deployment and determine which Services are appropriate. If Agency's requires more than one (1) day of on-site Services, Agency must purchase additional on-site Services. The Axon Air, On-Site training options include:

#### System set up and configuration (Remote Support)

- Instructor-led setup of Axon Air App (ASDS)
- Configure agency settings based on Agency need
- Configure drone controller
- Troubleshoot IT issues with Axon Evidence

#### Axon instructor training (Train the Trainer)

Training for Agency's in-house instructors who can support Agency's Axon Air and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations

#### Classroom and practical training sessions

Step-by-step explanation and assistance for Agency's configuration of Axon Respond+ livestreaming functionality, basic operation, and best practices

9. **Axon Air, Virtual Training.** Axon Air, Virtual training includes all items in the Axon Air, On-Site Training Package, except the practical training session, with the Axon Instructor training for up to four hours virtually.

10. **Signal Sidearm Installation Service.**

- Purchases of 50 SSA units or more:** Axon will provide one (1) day of on-site service and one professional services manager and will provide train the trainer instruction, with direct assistance on the first of each unique holster/mounting type. Agency is responsible for providing a suitable work/training area.
- Purchases of less than 50 SSA units:** Axon will provide a 1-hour virtual instruction session on the basics of installation and device calibration.

11. **Out of Scope Services.** Axon is only responsible to perform the professional services described in the Quote and this Appendix. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

12. **Delivery of Services.** Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Agency travel time by Axon personnel to Agency premises as work hours.



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13. **Access Computer Systems to Perform Services.** Agency authorizes Axon to access relevant Agency computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.
14. **Site Preparation.** Axon will provide a hardcopy or digital copy of current user documentation for the Axon Devices ("**User Documentation**"). User Documentation will include all required environmental specifications for the professional services and Axon Devices to operate per the Axon Device User Documentation. Before installation of Axon Devices (whether performed by Agency or Axon), Agency must prepare the location(s) where Axon Devices are to be installed ("**Installation Site**") per the environmental specifications in the Axon Device User Documentation. Following installation, Agency must maintain the Installation Site per the environmental specifications. If Axon modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Agency when Axon generally releases it
15. **Acceptance.** When Axon completes professional services, Axon will present an acceptance form ("**Acceptance Form**") to Agency. Agency will sign the Acceptance Form acknowledging completion. If Agency reasonably believes Axon did not complete the professional services in substantial conformance with this Agreement, Agency must notify Axon in writing of the specific reasons for rejection within seven (7) calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within seven (7) calendar days of delivery of the Acceptance Form, Axon will deem Agency to have accepted the professional services.
16. **Agency Network.** For work performed by Axon transiting or making use of Agency's network, Agency is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Agency's network from any cause.





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**Technology Assurance Plan Appendix**

If Technology Assurance Plan ("TAP") or a bundle including TAP is on the Quote, this appendix applies.

1. **TAP Warranty.** The TAP warranty is an extended warranty that starts at the end of the one- (1-) year hardware limited warranty.
2. **Officer Safety Plan.** If Agency purchases an Officer Safety Plan ("OSP"), Agency will receive the deliverables detailed in the Quote. Agency must accept delivery of the TASER CEW and accessories as soon as available from Axon.
3. **OSP 7 or OSP 10 Term.** OSP 7 or OSP 10 begins on the date specified in the Quote ("**OSP Term**").
4. **TAP BWC Upgrade.** If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon body-worn camera ("**BWC Upgrade**") as scheduled in the Quote. If Agency purchased TAP, Axon will provide a BWC Upgrade that is the same or like Axon Device, at Axon's option. Axon makes no guarantee the BWC Upgrade will utilize the same accessories or Axon Dock.
5. **TAP Dock Upgrade.** If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon Dock as scheduled in the Quote ("**Dock Upgrade**"). Accessories associated with any Dock Upgrades are subject to change at Axon discretion. Dock Upgrades will only include a new Axon Dock bay configuration unless a new Axon Dock core is required for BWC compatibility. If Agency originally purchased a single-bay Axon Dock, the Dock Upgrade will be a single-bay Axon Dock model that is the same or like Axon Device, at Axon's option. If Agency originally purchased a multi-bay Axon Dock, the Dock Upgrade will be a multi-bay Axon Dock that is the same or like Axon Device, at Axon's option.
6. **Upgrade Delay.** Axon may ship the BWC and Dock Upgrades as scheduled in the Quote without prior confirmation from Agency unless the Parties agree in writing otherwise at least ninety (90) days in advance. Axon may ship the final BWC and Dock Upgrade as scheduled in the Quote sixty (60) days before the end of the Subscription Term without prior confirmation from Agency.
7. **Upgrade Change.** If Agency wants to upgrade Axon Device models from the current Axon Device to an upgraded Axon Device, Agency must pay the price difference between the MSRP for the current Axon Device and the MSRP for the upgraded Axon Device. If the model Agency desires has an MSRP less than the MSRP of the offered BWC Upgrade or Dock Upgrade, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
8. **Return of Original Axon Device.** Within thirty (30) days of receiving a BWC or Dock Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Axon Devices. If Agency does not return or destroy the Axon Devices, Axon will deactivate the serial numbers for the Axon Devices received by Agency.
9. **Termination.** If Agency's payment for TAP, OSP, or Axon Evidence is more than thirty (30) days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:
  - 9.1. TAP and OSP coverage terminate as of the date of termination and no refunds will be given.
  - 9.2. Axon will not and has no obligation to provide the Upgrade Models.
  - 9.3. Agency must make any missed payments due to the termination before Agency may purchase any future TAP or OSP.



TASER 10 Appendix

This TASER 10 Appendix applies to Agency's TASER 10, OSP 10, OSP Plus, or OSP 10 Plus Premium purchase from Axon, if applicable.

- 1. **Duty Cartridge Replenishment Plan.** If the Quote includes "Duty Cartridge Replenishment Plan", Agency must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Agency may not resell cartridges received. Axon will only replace cartridges used in the line of duty.
- 2. **Training.** If the Quote includes a training voucher, Agency must use the voucher within one (1) year of issuance, or the voucher will be void. Axon will issue Agency a voucher annually beginning on the start of the TASER Subscription Term. The voucher has no cash value. Agency cannot exchange it for another device or service. Unless stated in the Quote, the voucher does not include travel expenses and will be Agency's responsibility. If the Quote includes Axon Online Training or Virtual Reality Content Empathy Development for Autism/Schizophrenia (collectively, "Training Content"), Agency may access Training Content. Axon will deliver all Training Content electronically.
- 3. **Extended Warranty.** If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a five- (5-) year term, which includes the hardware manufacturer's warranty plus the four- (4-) year extended term.
- 4. **Trade-in.** If the Quote contains a discount on CEW-related line items, including items related to OSP, then that discount may only be applied as a trade-in credit, and Agency must return used hardware and accessories associated with the discount ("Trade-In Units") to Axon. Agency must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Agency the value of the trade-in credit. Agency may not destroy Trade-In Units and receive a trade-in credit.

<u>Agency Size</u>	<u>Days to Return from Start Date of TASER 10 Subscription</u>
Less than 100 officers	60 days
100 to 499 officers	90 days
500+ officers	180 days

- 5. **TASER 10 Subscription Term.** The TASER 10 Subscription Term for a standalone TASER 10 purchase begins on shipment of the TASER 10 hardware. The TASER 10 Subscription Term for OSP 10 begins on the OSP 10 start date.
- 6. **Access Rights.** Upon Axon granting Agency a TASER 10 Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER 10 CEW devices during the TASER 10 Subscription Term. Agency may not exceed the number of end users the Quote specifies.
- 7. **Agency Warranty.** If Agency is located in the US, Agency warrants and acknowledges that TASER 10 is classified as a firearm and is being acquired for official Agency use pursuant to a law enforcement agency transfer under the Gun Control Act of 1968.
- 8. **Purchase Order.** To comply with applicable laws and regulations, Agency must provide a purchase order to Axon prior to shipment of TASER 10.



## Axon Fleet Appendix

If Axon Fleet is included on the Quote, this Appendix applies.

### 1. **Agency Responsibilities.**

- 1.1. Agency must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon Fleet 2 or Axon Fleet 3 (collectively, "**Axon Fleet**") as established by Axon during the qualifier call and on-site assessment at Agency and in any technical qualifying questions. If Agency's representations are inaccurate, the Quote is subject to change.
- 1.2. Agency is responsible for providing a suitable work area for Axon or Axon third-party providers to install Axon Fleet systems into Agency vehicles. Agency is responsible for making available all vehicles for which installation services were purchased, during the agreed upon onsite installation dates, Failure to make vehicles available may require an equitable adjustment in fees or schedule.

2. **Cradlepoint.** If Agency purchases Cradlepoint Enterprise Cloud Manager, Agency will comply with Cradlepoint's end user license agreement. The term of the Cradlepoint license may differ from the Axon Evidence Subscription. If Agency requires Cradlepoint support, Agency will contact Cradlepoint directly.

3. **Third-party Installer.** Axon will not be liable for the failure of Axon Fleet hardware to operate per specifications if such failure results from installation not performed by, or as directed by Axon.

### 4. **Wireless Offload Server.**

- 4.1. **License Grant.** Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use Wireless Offload Server ("**WOS**"). "Use" means storing, loading, installing, or executing WOS solely for data communication with Axon Devices for the number of licenses purchased. The WOS term begins upon the start of the Axon Evidence Subscription.
- 4.2. **Restrictions.** Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of WOS; (b) reverse engineer, disassemble, or decompile WOS, apply any process to derive the source code of WOS, or allow others to do so; (c) access or use WOS to avoid incurring fees or exceeding usage limits; (d) copy WOS in whole or part; (e) use trade secret information contained in WOS; (f) resell, rent, loan or sublicense WOS; (g) access WOS to build a competitive device or service or copy any features, functions or graphics of WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within WOS.
- 4.3. **Updates.** If Agency purchases WOS maintenance, Axon will make updates and error corrections to WOS ("**WOS Updates**") available electronically via the Internet or media as determined by Axon. Agency is responsible for establishing and maintaining adequate Internet access to receive WOS Updates and maintaining computer equipment necessary for use of WOS. The Quote will detail the maintenance term.
- 4.4. **WOS Support.** Upon request by Axon, Agency will provide Axon with access to Agency's store and forward servers solely for troubleshooting and maintenance.

### 5. **Axon Vehicle Software.**

- 5.1. **License Grant.** Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use ViewXL or Dashboard (collectively, "**Axon Vehicle Software**".) "Use" means storing, loading, installing, or executing Axon Vehicle Software solely for data communication with Axon Devices. The Axon Vehicle Software term begins upon the start of the Axon Evidence Subscription.
- 5.2. **Restrictions.** Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of Axon Vehicle Software; (b) reverse engineer, disassemble, or decompile Axon Vehicle Software, apply any process to derive the source code of Axon Vehicle Software, or allow others to do so; (c) access or use Axon Vehicle Software to avoid incurring fees or exceeding usage limits; (d) copy Axon Vehicle Software in whole or part; (e) use trade secret information contained in Axon Vehicle Software; (f) resell, rent, loan or sublicense Axon Vehicle Software; (g) access Axon Vehicle Software to build a competitive device or service or copy any features, functions or graphics of Axon Vehicle Software; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Vehicle Software.



## Master Services and Purchasing Agreement for Agency

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6. **Acceptance Checklist.** If Axon provides services to Agency pursuant to any statement of work in connection with Axon Fleet, within seven (7) days of the date on which Agency retrieves Agency's vehicle(s) from the Axon installer, said vehicle having been installed and configured with tested and fully and properly operational in-car hardware and software identified above, Agency will receive a Professional Services Acceptance Checklist to submit to Axon indicating acceptance or denial of said deliverables.
7. **Axon Fleet Upgrade.** If Agency has no outstanding payment obligations and has purchased the "Fleet Technology Assurance Plan" (Fleet TAP), Axon will provide Agency with the same or like model of Fleet hardware ("**Axon Fleet Upgrade**") as scheduled on the Quote.
  - 7.1. If Agency would like to change models for the Axon Fleet Upgrade, Agency must pay the difference between the MSRP for the offered Axon Fleet Upgrade and the MSRP for the model desired. The MSRP is the MSRP in effect at the time of the upgrade. Agency is responsible for the removal of previously installed hardware and installation of the Axon Fleet Upgrade.
  - 7.2. Within thirty (30) days of receiving the Axon Fleet Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon, including serial numbers of the destroyed Axon Devices. If Agency does not destroy or return the Axon Devices to Axon, Axon will deactivate the serial numbers for the Axon Devices received by Agency.
8. **Axon Fleet Termination.** Axon may terminate Agency's Fleet subscription for non-payment. Upon any termination:
  - 8.1. Axon Fleet subscription coverage terminates, and no refunds will be given.
  - 8.2. Axon will not and has no obligation to provide the Axon Fleet Upgrade.
  - 8.3. Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future Fleet TAP.



### Axon Respond Appendix

This Axon Respond Appendix applies to both Axon Respond and Axon Respond Plus, if either is included on the Quote.

1. **Axon Respond Subscription Term**. If Agency purchases Axon Respond as part of a bundled offering, the Axon Respond subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Respond to Agency. If Agency purchases Axon Respond as a standalone, the Axon Respond subscription begins the later of the (1) date Axon provisions Axon Respond to Agency, or (2) first day of the month following the Effective Date. The Axon Respond subscription term will end upon the completion of the Axon Evidence Subscription associated with Axon Respond.
2. **Scope of Axon Respond**. The scope of Axon Respond is to assist Agency with real-time situational awareness during critical incidents to improve officer safety, effectiveness, and awareness. In the event Agency uses Axon Respond outside this scope, Axon may initiate good-faith discussions with Agency on upgrading Agency's Axon Respond to better meet Agency's needs.
3. **Axon Body 3 LTE Requirements**. Axon Respond is only available and usable with an LTE enabled body-worn camera. Axon is not liable if Agency utilizes the LTE device outside of the coverage area or if the LTE carrier is unavailable. LTE coverage is only available in the United States, including any U.S. territories. Axon may utilize a carrier of Axon's choice to provide LTE service. Axon may change LTE carriers during the Term without Agency's consent.
4. **Axon Fleet 3 LTE Requirements**. Axon Respond is only available and usable with a Fleet 3 system configured with LTE modem and service. Agency is responsible for providing LTE service for the modem. Coverage and availability of LTE service is subject to Agency's LTE carrier.
5. **Axon Respond Service Limitations**. Agency acknowledges that LTE service is made available only within the operating range of the networks. Service may be temporarily refused, interrupted, or limited because of: (a) facilities limitations; (b) transmission limitations caused by atmospheric, terrain, other natural or artificial conditions adversely affecting transmission, weak batteries, system overcapacity, movement outside a service area or gaps in coverage in a service area, and other causes reasonably outside of the carrier's control such as intentional or negligent acts of third parties that damage or impair the network or disrupt service; or (c) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of service.
  - 5.1. With regard to Axon Body 3, Partner networks are made available as-is and the carrier makes no warranties or representations as to the availability or quality of roaming service provided by carrier partners, and the carrier will not be liable in any capacity for any errors, outages, or failures of carrier partner networks. Agency expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and Agency is not a third-party beneficiary of any agreement between Axon and the underlying carrier.
6. **Termination**. Upon termination of this Agreement, or if Agency stops paying for Axon Respond or bundles that include Axon Respond, Axon will end Axon Respond services, including any Axon-provided LTE service.



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**Axon Evidence Local Software Appendix**

This Appendix applies if Axon Evidence Local is included on the Quote.

1. **License.** Axon owns all executable instructions, images, icons, sound, and text in Axon Evidence Local. All rights are reserved to Axon. Axon grants a non-exclusive, royalty-free, worldwide right and license to use Axon Evidence Local. "Use" means storing, loading, installing, or executing Axon Evidence Local exclusively for data communication with an Axon Device. Agency may use Axon Evidence Local in a networked environment on computers other than the computer it installs Axon Evidence Local on, so long as each execution of Axon Evidence Local is for data communication with an Axon Device. Agency may make copies of Axon Evidence Local for archival purposes only. Axon shall retain all copyright, trademark, and proprietary notices in Axon Evidence Local on all copies or adaptations.
2. **Term.** The Quote will detail the duration of the Axon Evidence Local license, as well as any maintenance. The term will begin upon installation of Axon Evidence Local.
3. **License Restrictions.** All licenses will immediately terminate if Agency does not comply with any term of this Agreement. Agency may not use Axon Evidence Local for any purpose other than as expressly permitted by this Agreement. Agency may not:
  - 3.1. modify, tamper with, repair, or otherwise create derivative works of Axon Evidence Local;
  - 3.2. reverse engineer, disassemble, or decompile Axon Evidence Local or apply any process to derive the source code of Axon Evidence Local, or allow others to do the same;
  - 3.3. access or use Axon Evidence Local to avoid incurring fees or exceeding usage limits or quotas;
  - 3.4. copy Axon Evidence Local in whole or part, except as expressly permitted in this Agreement;
  - 3.5. use trade secret information contained in Axon Evidence Local;
  - 3.6. resell, rent, loan or sublicense Axon Evidence Local;
  - 3.7. access Axon Evidence Local to build a competitive device or service or copy any features, functions, or graphics of Axon Evidence Local; or
  - 3.8. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Evidence Local or any copies of Axon Evidence Local.
4. **Support.** Axon may make available updates and error corrections ("**Updates**") to Axon Evidence Local. Axon will provide Updates electronically via the Internet or media as determined by Axon. Agency is responsible for establishing and maintaining adequate access to the Internet to receive Updates. Agency is responsible for maintaining the computer equipment necessary to use Axon Evidence Local. Axon may provide technical support of a prior release/version of Axon Evidence Local for six (6) months from when Axon made the subsequent release/version available.
5. **Termination.** Axon may terminate Agency's license immediately for Agency's failure to comply with any of the terms in this Agreement. Upon termination, Axon may disable Agency's right to login to Axon Evidence Local.



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**Axon Application Programming Interface Appendix**

This Appendix applies if Axon's API Services are included on the Quote.

1. **Definitions.**

- 1.1. **"API Client"** means the software that acts as the interface between Agency's computer and the server, which is already developed or to be developed by Agency.
- 1.2. **"API Interface"** means software implemented by Agency to configure Agency's independent API Client Software to operate in conjunction with the API Service for Agency's authorized Use.
- 1.3. **"Axon Evidence Partner API, API or Axon API"** (collectively **"API Service"**) means Axon's API which provides a programmatic means to access data in Agency's Axon Evidence account or integrate Agency's Axon Evidence account with other systems.
- 1.4. **"Use"** means any operation on Agency's data enabled by the supported API functionality.

2. **Purpose and License.**

- 2.1. Agency may use API Service and data made available through API Service, in connection with an API Client developed by Agency. Axon may monitor Agency's use of API Service to ensure quality, improve Axon devices and services, and verify compliance with this Agreement. Agency agrees to not interfere with such monitoring or obscure from Axon Agency's use of API Service. Agency will not use API Service for commercial use.
- 2.2. Axon grants Agency a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and license during the Term to use API Service, solely for Agency's Use in connection with Agency's API Client.
- 2.3. Axon reserves the right to set limitations on Agency's use of the API Service, such as a quota on operations, to ensure stability and availability of Axon's API. Axon will use reasonable efforts to accommodate use beyond the designated limits.

3. **Configuration.** Agency will work independently to configure Agency's API Client with API Service for Agency's applicable Use. Agency will be required to provide certain information (such as identification or contact details) as part of the registration. Registration information provided to Axon must be accurate. Agency will inform Axon promptly of any updates. Upon Agency's registration, Axon will provide documentation outlining API Service information.

4. **Agency Responsibilities.** When using API Service, Agency and its end users may not:

- 4.1. use API Service in any way other than as expressly permitted under this Agreement;
- 4.2. use in any way that results in, or could result in, any security breach to Axon;
- 4.3. perform an action with the intent of introducing any viruses, worms, defect, Trojan horses, malware, or any items of a destructive nature to Axon Devices and Services;
- 4.4. interfere with, modify, disrupt or disable features or functionality of API Service or the servers or networks providing API Service;
- 4.5. reverse engineer, decompile, disassemble, or translate or attempt to extract the source code from API Service or any related software;
- 4.6. create an API Interface that functions substantially the same as API Service and offer it for use by third parties;
- 4.7. provide use of API Service on a service bureau, rental or managed services basis or permit other individuals or entities to create links to API Service;
- 4.8. frame or mirror API Service on any other server, or wireless or Internet-based device;
- 4.9. make available to a third-party, any token, key, password or other login credentials to API Service;
- 4.10. take any action or inaction resulting in illegal, unauthorized or improper purposes; or
- 4.11. disclose Axon's API manual.

5. **API Content.** All content related to API Service, other than Agency Content or Agency's API Client content, is considered Axon's API Content, including:

- 5.1. the design, structure and naming of API Service fields in all responses and requests;



## Master Services and Purchasing Agreement for Agency

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- 5.2. the resources available within API Service for which Agency takes actions on, such as evidence, cases, users, or reports;
- 5.3. the structure of and relationship of API Service resources; and
- 5.4. the design of API Service, in any part or as a whole.
6. **Prohibitions on API Content.** Neither Agency nor its end users will use API content returned from the API Interface to:
  - 6.1. scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;
  - 6.2. copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third-party;
  - 6.3. misrepresent the source or ownership; or
  - 6.4. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices).
7. **API Updates.** Axon may update or modify the API Service from time to time ("**API Update**"). Agency is required to implement and use the most current version of API Service and to make any applicable changes to Agency's API Client required as a result of such API Update. API Updates may adversely affect how Agency's API Client access or communicate with API Service or the API Interface. Each API Client must contain means for Agency to update API Client to the most current version of API Service. Axon will provide support for one (1) year following the release of an API Update for all depreciated API Service versions.





**Axon Enterprise, Inc.**  
 17800 N 85th St.  
 Scottsdale, Arizona 85255  
 United States  
 VAT: 86-0741227  
 Domestic: (800) 978-2737  
 International: +1.800.978.2737

Q-456874-45142.743JK

Issued: 08/04/2023

Quote Expiration: 09/29/2023

Estimated Contract Start Date: 11/15/2023

Account Number: 106138

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
253 High St 253 High St Hartford, CT 06103-1041 USA	Hartford Police Department-CT 253 High St Hartford CT 06103-1041 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Joe Kwiatek Phone: Email: jkwiatek@axon.com Fax:	Jason Thody Phone: (860) 757-4225 Email: thodj001@hartford.gov Fax:

### Quote Summary

Program Length	60 Months
<b>TOTAL COST</b>	<b>\$4,199,650.73</b>
<b>ESTIMATED TOTAL W/ TAX</b>	<b>\$4,199,650.73</b>

### Discount Summary

Average Savings Per Year	\$260,741.60
<b>TOTAL SAVINGS</b>	<b>\$1,303,708.02</b>

### Payment Summary

Date	Subtotal	Tax	Total
Oct 2023	\$853,945.58	\$0.00	\$853,945.58
Nov 2023	(\$55,029.69)	\$0.00	(\$55,029.69)
Oct 2024	\$850,183.71	\$0.00	\$850,183.71
Oct 2025	\$850,183.71	\$0.00	\$850,183.71
Oct 2026	\$850,183.71	\$0.00	\$850,183.71
Oct 2027	\$850,183.71	\$0.00	\$850,183.71
<b>Total</b>	<b>\$4,199,650.73</b>	<b>\$0.00</b>	<b>\$4,199,650.73</b>

Quote Unbundled Price:	\$5,503,358.75
Quote List Price:	\$4,808,937.95
Quote Subtotal:	\$4,199,650.73

## Pricing

*All deliverables are detailed in Delivery Schedules section lower in proposal*

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
<b>Program</b>									
100552	TRANSFER CREDIT - GOODS	1			\$1.00	(\$51,366.69)	(\$51,366.69)	\$0.00	(\$51,366.69)
100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1			\$1.00	(\$3,663.00)	(\$3,663.00)	\$0.00	(\$3,663.00)
InteriorCam+TAP	FLEET 3 INTERIOR CAMERA, ADD-ON BUNDLE WITH TAP	6	60	\$38.78	\$32.50	\$32.50	\$11,700.00	\$0.00	\$11,700.00
Fleet3A	Fleet 3 Advanced	100	60	\$306.56	\$254.57	\$254.57	\$1,527,420.00	\$0.00	\$1,527,420.00
BWCUwTAP	BWC Unlimited with TAP	400	60	\$114.14	\$98.58	\$93.65	\$2,247,518.82	\$0.00	\$2,247,518.82
T10Cert	TASER 10 Certification Bundle	100	60	\$76.96	\$75.83	\$75.83	\$454,980.00	\$0.00	\$454,980.00
<b>A la Carte Hardware</b>									
100396	TASER 10 INERT MAGAZINE RED	6			\$150.00	\$0.00	\$0.00	\$0.00	\$0.00
100395	TASER 10 LIVE TRAINING MAGAZINE PURPLE	6			\$150.00	\$0.00	\$0.00	\$0.00	\$0.00
100401	INERT UNITARY CARTRIDGE (TASER 10)	60			\$1.00	\$0.00	\$0.00	\$0.00	\$0.00
71210	FLEET DOOR TRIGGER HARDWARE, US	6			\$18.60	\$18.60	\$111.60	\$0.00	\$111.60
T7Dock	T7 Dock	1			\$1,624.35	\$0.00	\$0.00	\$0.00	\$0.00
H00002	AB4 Multi Bay Dock Bundle	31			\$1,595.00	\$0.00	\$0.00	\$0.00	\$0.00
H00002	AB4 Multi Bay Dock Bundle	19			\$1,595.00	\$0.00	\$0.00	\$0.00	\$0.00
H00001	AB4 Camera Bundle	400			\$849.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>A la Carte Software</b>									
80218	WI-FI OFFLOAD SERVER, SOFTWARE LICENSE	4	60		\$54.25	\$0.00	\$0.00	\$0.00	\$0.00
<b>A la Carte Services</b>									
100159	FLEET 3 - ALPR - API INTEGRATION SERVICES	1			\$3,000.00	\$3,000.00	\$3,000.00	\$0.00	\$3,000.00
85147	CEW STARTER	1			\$9,950.00	\$9,950.00	\$9,950.00	\$0.00	\$9,950.00
<b>Total</b>							<b>\$4,199,650.73</b>	<b>\$0.00</b>	<b>\$4,199,650.73</b>

## Delivery Schedule

### Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
AB4 Camera Bundle	100147	AXON BODY 4 - NA - US FIRST RESPONDER - BLK - RAPIDLOCK	400	10/15/2023
AB4 Camera Bundle	100147	AXON BODY 4 - NA - US FIRST RESPONDER - BLK - RAPIDLOCK	13	10/15/2023
AB4 Camera Bundle	100466	USB-C to USB-C CABLE FOR AB4	440	10/15/2023
AB4 Camera Bundle	11507	MOLLE MOUNT, SINGLE, AXON RAPIDLOCK	40	10/15/2023
AB4 Camera Bundle	71026	MAGNET MOUNT, FLEXIBLE REINFORCED, RAPIDLOCK	200	10/15/2023
AB4 Camera Bundle	74021	MAGNET MOUNT, THICK OUTERWEAR, AXON RAPIDLOCK	150	10/15/2023
AB4 Camera Bundle	74022	SM POCKET MOUNT, 4 IN, AXON RAPIDLOCK	50	10/15/2023
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - 8 BAY DOCK	19	10/15/2023
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - 8 BAY DOCK	31	10/15/2023
AB4 Multi Bay Dock Bundle	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	19	10/15/2023
AB4 Multi Bay Dock Bundle	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	31	10/15/2023
Fleet 3 Advanced	11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	100	10/15/2023
Fleet 3 Advanced	70112	AXON SIGNAL UNIT	100	10/15/2023
Fleet 3 Advanced	71200	FLEET ANT, AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, BL	100	10/15/2023
Fleet 3 Advanced	72034	FLEET SIM INSERTION, VZW	100	10/15/2023
Fleet 3 Advanced	72036	FLEET 3 STANDARD 2 CAMERA KIT	100	10/15/2023
Fleet 3 Advanced	72036	FLEET 3 STANDARD 2 CAMERA KIT	3	10/15/2023
FLEET 3 INTERIOR CAMERA, ADD-ON BUNDLE WITH TAP	72002	FLEET 3 INTERIOR CAMERA, INTERIOR MOUNT	6	10/15/2023
FLEET 3 INTERIOR CAMERA, ADD-ON BUNDLE WITH TAP	72032	FLEET ETHERNET CABLE, CAT6, 20 FT	6	10/15/2023
FLEET 3 INTERIOR CAMERA, ADD-ON BUNDLE WITH TAP	72037	FLEET 3 INTERIOR CAMERA	6	10/15/2023
TASER 10 Certification Bundle	100390	TASER 10 HANDLE, YLW, CLASS 3R	100	10/15/2023
TASER 10 Certification Bundle	100390	TASER 10 HANDLE, YLW, CLASS 3R	3	10/15/2023
TASER 10 Certification Bundle	100393	TASER 10 LIVE DUTY MAGAZINE BLACK	100	10/15/2023
TASER 10 Certification Bundle	100393	TASER 10 LIVE DUTY MAGAZINE BLACK	3	10/15/2023
TASER 10 Certification Bundle	100394	TASER 10 HALT TRN MAGAZINE BLUE (HOOK-AND-LOOP-TRAINING)	4	10/15/2023
TASER 10 Certification Bundle	100395	TASER 10 LIVE TRAINING MAGAZINE PURPLE	4	10/15/2023
TASER 10 Certification Bundle	100396	TASER 10 INERT MAGAZINE RED	4	10/15/2023
TASER 10 Certification Bundle	100399	LIVE UNITARY CARTRIDGE (TASER 10) - TBC	2000	10/15/2023
TASER 10 Certification Bundle	100400	HALT UNITARY CARTRIDGE (TASER 10) - TBC	600	10/15/2023
TASER 10 Certification Bundle	100401	INERT UNITARY CARTRIDGE (TASER 10)	40	10/15/2023
TASER 10 Certification Bundle	100611	TASER 10 SAFARILAND HOLSTER, RH	90	10/15/2023
TASER 10 Certification Bundle	100613	TASER 10 SAFARILAND HOLSTER, LH	10	10/15/2023
TASER 10 Certification Bundle	100623	ENHANCED HOOK-AND-LOOP TRAINING (HALT) SUIT (V2)	2	10/15/2023
TASER 10 Certification Bundle	20018	TASER BATTERY PACK, TACTICAL	100	10/15/2023
TASER 10 Certification Bundle	20018	TASER BATTERY PACK, TACTICAL	17	10/15/2023
TASER 10 Certification Bundle	20018	TASER BATTERY PACK, TACTICAL	3	10/15/2023
TASER 10 Certification Bundle	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	1	10/15/2023
TASER 10 Certification Bundle	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	1	10/15/2023
TASER 10 Certification Bundle	74200	TASER 6-BAY DOCK AND CORE	1	10/15/2023
TASER 10 Certification Bundle	80087	TASER TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	2	10/15/2023

## Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
TASER 10 Certification Bundle	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	2	10/15/2023
A la Carte	71210	FLEET DOOR TRIGGER HARDWARE, US	6	10/15/2023
T7 Dock	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	1	11/15/2023
T7 Dock	74200	TASER 6-BAY DOCK AND CORE	1	11/15/2023
A la Carte	100395	TASER 10 LIVE TRAINING MAGAZINE PURPLE	6	11/15/2023
A la Carte	100396	TASER 10 INERT MAGAZINE RED	6	11/15/2023
A la Carte	100401	INERT UNITARY CARTRIDGE (TASER 10)	60	11/15/2023
TASER 10 Certification Bundle	100399	LIVE UNITARY CARTRIDGE (TASER 10) - TBC	200	10/15/2024
TASER 10 Certification Bundle	100399	LIVE UNITARY CARTRIDGE (TASER 10) - TBC	200	10/15/2025
TASER 10 Certification Bundle	100400	HALT UNITARY CARTRIDGE (TASER 10) - TBC	600	10/15/2025
BWC Unlimited with TAP	73309	AXON CAMERA REFRESH ONE	413	04/15/2026
BWC Unlimited with TAP	73689	MULTI-BAY BWC DOCK 1ST REFRESH	50	04/15/2026
TASER 10 Certification Bundle	100399	LIVE UNITARY CARTRIDGE (TASER 10) - TBC	200	10/15/2026
TASER 10 Certification Bundle	100399	LIVE UNITARY CARTRIDGE (TASER 10) - TBC	200	10/15/2027
BWC Unlimited with TAP	73310	AXON CAMERA REFRESH TWO	413	10/15/2028
BWC Unlimited with TAP	73688	MULTI-BAY BWC DOCK 2ND REFRESH	50	10/15/2028
Fleet 3 Advanced	72040	FLEET REFRESH, 2 CAMERA KIT	100	10/15/2028
Fleet 3 Advanced	72040	FLEET REFRESH, 2 CAMERA KIT	3	10/15/2028
FLEET 3 INTERIOR CAMERA, ADD-ON BUNDLE WITH TAP	72042	FLEET INTERIOR CAMERA REFRESH	6	10/15/2028

## Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BWC Unlimited with TAP	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	400	11/15/2023	11/14/2028
BWC Unlimited with TAP	73746	PROFESSIONAL EVIDENCE.COM LICENSE	400	11/15/2023	11/14/2028
Fleet 3 Advanced	80400	FLEET, VEHICLE LICENSE	100	11/15/2023	11/14/2028
Fleet 3 Advanced	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	100	11/15/2023	11/14/2028
Fleet 3 Advanced	80402	RESPOND DEVICE LICENSE - FLEET 3	100	11/15/2023	11/14/2028
Fleet 3 Advanced	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	200	11/15/2023	11/14/2028
FLEET 3 INTERIOR CAMERA, ADD-ON BUNDLE WITH TAP	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	6	11/15/2023	11/14/2028
TASER 10 Certification Bundle	20248	TASER 7 EVIDENCE.COM LICENSE	100	11/15/2023	11/14/2028
TASER 10 Certification Bundle	20248	TASER 7 EVIDENCE.COM LICENSE	2	11/15/2023	11/14/2028
A la Carte	80218	WI-FI OFFLOAD SERVER, SOFTWARE LICENSE	4	11/15/2023	11/14/2028

## Services

Bundle	Item	Description	QTY
Fleet 3 Advanced	73391	FLEET 3 DEPLOYMENT (PER VEHICLE)	100
TASER 10 Certification Bundle	100751	TASER 10 DUTY CARTRIDGE REPLACEMENT ACCESS PROGRAM	100
TASER 10 Certification Bundle	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
TASER 10 Certification Bundle	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
TASER 10 Certification Bundle	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
TASER 10 Certification Bundle	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
TASER 10 Certification Bundle	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
TASER 10 Certification Bundle	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1
TASER 10 Certification Bundle	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1
TASER 10 Certification Bundle	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1

## Services

Bundle	Item	Description	QTY
TASER 10 Certification Bundle	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1
TASER 10 Certification Bundle	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1
A la Carte	100159	FLEET 3 - ALPR - API INTEGRATION SERVICES	1
A la Carte	85147	CEW STARTER	1

## Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BWC Unlimited with TAP	80464	EXT WARRANTY, CAMERA (TAP)	400	11/15/2023	11/14/2028
BWC Unlimited with TAP	80464	EXT WARRANTY, CAMERA (TAP)	13	11/15/2023	11/14/2028
BWC Unlimited with TAP	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	50	10/15/2024	11/14/2028
Fleet 3 Advanced	80379	EXT WARRANTY, AXON SIGNAL UNIT	100	10/15/2024	11/14/2028
Fleet 3 Advanced	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	100	10/15/2024	11/14/2028
Fleet 3 Advanced	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	3	10/15/2024	11/14/2028
FLEET 3 INTERIOR CAMERA, ADD-ON BUNDLE WITH TAP	80385	EXT WARRANTY, FLEET 3, INTERIOR CAMERA	6	10/15/2024	11/14/2028
TASER 10 Certification Bundle	100704	EXT WARRANTY, TASER 10 HANDLE	100	10/15/2024	11/14/2028
TASER 10 Certification Bundle	100704	EXT WARRANTY, TASER 10 HANDLE	3	10/15/2024	11/14/2028
TASER 10 Certification Bundle	80374	EXT WARRANTY, TASER 7 BATTERY PACK	100	10/15/2024	11/14/2028
TASER 10 Certification Bundle	80374	EXT WARRANTY, TASER 7 BATTERY PACK	3	10/15/2024	11/14/2028
TASER 10 Certification Bundle	80374	EXT WARRANTY, TASER 7 BATTERY PACK	17	10/15/2024	11/14/2028
TASER 10 Certification Bundle	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	1	10/15/2024	11/14/2028

## Payment Details

### Oct 2023

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Fleet - Year 1	100159	FLEET 3 - ALPR - API INTEGRATION SERVICES	1	\$600.00	\$0.00	\$600.00
Fleet - Year 1	71210	FLEET DOOR TRIGGER HARDWARE, US	6	\$22.32	\$0.00	\$22.32
Fleet - Year 1	80218	WI-FI OFFLOAD SERVER, SOFTWARE LICENSE	4	\$0.00	\$0.00	\$0.00
Fleet - Year 1	Fleet3A	Fleet 3 Advanced	100	\$305,484.01	\$0.00	\$305,484.01
Fleet - Year 1	InteriorCam+TAP	FLEET 3 INTERIOR CAMERA, ADD-ON BUNDLE WITH TAP	6	\$2,339.99	\$0.00	\$2,339.99
Upfront	85147	CEW STARTER	1	\$9,950.00	\$0.00	\$9,950.00
Upfront	H00002	AB4 Multi Bay Dock Bundle	31	\$0.00	\$0.00	\$0.00
Year 1	BWCUwTAP	BWC Unlimited with TAP	400	\$445,386.73	\$0.00	\$445,386.73
Year 1	T10Cert	TASER 10 Certification Bundle	100	\$90,162.53	\$0.00	\$90,162.53
Invoice Upon Fulfillment	H00001	AB4 Camera Bundle	400	\$0.00	\$0.00	\$0.00
Invoice Upon Fulfillment	H00002	AB4 Multi Bay Dock Bundle	19	\$0.00	\$0.00	\$0.00
<b>Total</b>				<b>\$853,945.58</b>	<b>\$0.00</b>	<b>\$853,945.58</b>

### Nov 2023

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	100395	TASER 10 LIVE TRAINING MAGAZINE PURPLE	6	\$0.00	\$0.00	\$0.00
Invoice Upon Fulfillment	100396	TASER 10 INERT MAGAZINE RED	6	\$0.00	\$0.00	\$0.00
Invoice Upon Fulfillment	100401	INERT UNITARY CARTRIDGE (TASER 10)	60	\$0.00	\$0.00	\$0.00
Invoice Upon Fulfillment	100552	TRANSFER CREDIT - GOODS	1	(\$51,366.69)	\$0.00	(\$51,366.69)
Invoice Upon Fulfillment	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	(\$3,663.00)	\$0.00	(\$3,663.00)
Invoice Upon Fulfillment	BWCUwTAP	BWC Unlimited with TAP	400	\$0.00	\$0.00	\$0.00
Invoice Upon Fulfillment	T7Dock	T7 Dock	1	\$0.00	\$0.00	\$0.00
<b>Total</b>				<b>(\$55,029.69)</b>	<b>\$0.00</b>	<b>(\$55,029.69)</b>

### Oct 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Fleet - Year 2	100159	FLEET 3 - ALPR - API INTEGRATION SERVICES	1	\$600.00	\$0.00	\$600.00
Fleet - Year 2	71210	FLEET DOOR TRIGGER HARDWARE, US	6	\$22.32	\$0.00	\$22.32
Fleet - Year 2	80218	WI-FI OFFLOAD SERVER, SOFTWARE LICENSE	4	\$0.00	\$0.00	\$0.00
Fleet - Year 2	Fleet3A	Fleet 3 Advanced	100	\$305,484.01	\$0.00	\$305,484.01
Fleet - Year 2	InteriorCam+TAP	FLEET 3 INTERIOR CAMERA, ADD-ON BUNDLE WITH TAP	6	\$2,339.99	\$0.00	\$2,339.99
Year 2	BWCUwTAP	BWC Unlimited with TAP	400	\$450,532.99	\$0.00	\$450,532.99
Year 2	T10Cert	TASER 10 Certification Bundle	100	\$91,204.40	\$0.00	\$91,204.40
<b>Total</b>				<b>\$850,183.71</b>	<b>\$0.00</b>	<b>\$850,183.71</b>

### Oct 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Fleet - Year 3	100159	FLEET 3 - ALPR - API INTEGRATION SERVICES	1	\$600.00	\$0.00	\$600.00
Fleet - Year 3	71210	FLEET DOOR TRIGGER HARDWARE, US	6	\$22.32	\$0.00	\$22.32
Fleet - Year 3	80218	WI-FI OFFLOAD SERVER, SOFTWARE LICENSE	4	\$0.00	\$0.00	\$0.00
Fleet - Year 3	Fleet3A	Fleet 3 Advanced	100	\$305,484.01	\$0.00	\$305,484.01

**Oct 2025**

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Fleet - Year 3	InteriorCam+TAP	FLEET 3 INTERIOR CAMERA, ADD-ON BUNDLE WITH TAP	6	\$2,339.99	\$0.00	\$2,339.99
Year 3	BWCUwTAP	BWC Unlimited with TAP	400	\$450,532.99	\$0.00	\$450,532.99
Year 3	T10Cert	TASER 10 Certification Bundle	100	\$91,204.40	\$0.00	\$91,204.40
<b>Total</b>				<b>\$850,183.71</b>	<b>\$0.00</b>	<b>\$850,183.71</b>

**Oct 2026**

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Fleet - Year 4	100159	FLEET 3 - ALPR - API INTEGRATION SERVICES	1	\$600.00	\$0.00	\$600.00
Fleet - Year 4	71210	FLEET DOOR TRIGGER HARDWARE, US	6	\$22.32	\$0.00	\$22.32
Fleet - Year 4	80218	WI-FI OFFLOAD SERVER, SOFTWARE LICENSE	4	\$0.00	\$0.00	\$0.00
Fleet - Year 4	Fleet3A	Fleet 3 Advanced	100	\$305,484.01	\$0.00	\$305,484.01
Fleet - Year 4	InteriorCam+TAP	FLEET 3 INTERIOR CAMERA, ADD-ON BUNDLE WITH TAP	6	\$2,339.99	\$0.00	\$2,339.99
Year 4	BWCUwTAP	BWC Unlimited with TAP	400	\$450,532.99	\$0.00	\$450,532.99
Year 4	T10Cert	TASER 10 Certification Bundle	100	\$91,204.40	\$0.00	\$91,204.40
<b>Total</b>				<b>\$850,183.71</b>	<b>\$0.00</b>	<b>\$850,183.71</b>

**Oct 2027**

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Fleet - Year 5	100159	FLEET 3 - ALPR - API INTEGRATION SERVICES	1	\$600.00	\$0.00	\$600.00
Fleet - Year 5	71210	FLEET DOOR TRIGGER HARDWARE, US	6	\$22.32	\$0.00	\$22.32
Fleet - Year 5	80218	WI-FI OFFLOAD SERVER, SOFTWARE LICENSE	4	\$0.00	\$0.00	\$0.00
Fleet - Year 5	Fleet3A	Fleet 3 Advanced	100	\$305,484.01	\$0.00	\$305,484.01
Fleet - Year 5	InteriorCam+TAP	FLEET 3 INTERIOR CAMERA, ADD-ON BUNDLE WITH TAP	6	\$2,339.99	\$0.00	\$2,339.99
Year 5	BWCUwTAP	BWC Unlimited with TAP	400	\$450,532.99	\$0.00	\$450,532.99
Year 5	T10Cert	TASER 10 Certification Bundle	100	\$91,204.40	\$0.00	\$91,204.40
<b>Total</b>				<b>\$850,183.71</b>	<b>\$0.00</b>	<b>\$850,183.71</b>

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

## Standard Terms and Conditions

### Axon Enterprise Inc. Sales Terms and Conditions

#### Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at [www.axon.com/legal/sales-terms-and-conditions](http://www.axon.com/legal/sales-terms-and-conditions)), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

#### ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at [www.axon.com/legal/sales-terms-and-conditions](http://www.axon.com/legal/sales-terms-and-conditions)), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

#### Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.



## Exceptions to Standard Terms and Conditions

Agency has existing contract #00063363 (originated via Q-312838) and is terminating that contract upon the new license start date (11/15/2023) of this quote.

Agency has existing contract #00047246 (originated via Q-318620) and is renewing that contract upon the new license start date (11/15/2023) of this quote.

The parties agree that Axon is granting a credit of \$51,366.69 to credit invoiced, but unused TAP, and a credit of \$3,663.00 to credit invoiced, but undelivered services. This credit is contingent upon payment in full of the following amounts:

Q-323187 - 10/15/2021 \$170,525.98

Q-323187 - 10/15/2022 \$170,525.98

These represent valid payment obligations expected to be paid upon their respective due dates.

100% discounted body-worn camera and docking station hardware contained in this quote reflects a TAP replacement for hardware purchased under existing contract #00047246. All TAP obligations from this contract will be considered fulfilled upon execution of this quote.

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Signature

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Date Signed

8/4/2023



## **FLEET STATEMENT OF WORK BETWEEN AXON ENTERPRISE AND AGENCY**

### **Introduction**

This Statement of Work ("SOW") has been made and entered into by and between Axon Enterprise, Inc. ("AXON"), and Hartford Police Department-CT the ("AGENCY") for the purchase of the Axon Fleet in-car video solution ("FLEET") and its supporting information, services and training. (AXON Technical Project Manager/The AXON installer)

### **Purpose and Intent**

AGENCY states, and AXON understands and agrees, that Agency's purpose and intent for entering into this SOW is for the AGENCY to obtain from AXON deliverables, which used solely in conjunction with AGENCY's existing systems and equipment, which AGENCY specifically agrees to purchase or provide pursuant to the terms of this SOW.

This SOW contains the entire agreement between the parties. There are no promises, agreements, conditions, inducements, warranties or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in the SOW.

### **Acceptance**

Upon completion of the services outlined in this SOW, AGENCY will be provided a professional services acceptance form ("Acceptance Form"). AGENCY will sign the Acceptance Form acknowledging that services have been completed in substantial conformance with this SOW and the Agreement. If AGENCY reasonably believes AXON did not complete the professional services in conformance with this SOW, AGENCY must notify AXON in writing of the specific reasons within seven (7) calendar days from delivery of the Acceptance Form. AXON will remedy the issues to conform with this SOW and re-present the Acceptance Form for signature. If AXON does not receive the signed Acceptance Form or written notification of the reasons for rejection within 7 calendar days of the delivery of the Acceptance Form, AGENCY will be deemed to have accepted the services in accordance to this SOW.

### **Force Majeure**

Neither party hereto shall be liable for delays or failure to perform with respect to this SOW due to causes beyond the party's reasonable control and not avoidable by diligence.

### **Schedule Change**

Each party shall notify the other as soon as possible regarding any changes to agreed upon dates and times of Axon Fleet in-car Solution installation to be performed pursuant of this Statement of Work.

### **Axon Fleet Deliverables**

Typically, within (30) days of receiving this fully executed SOW, an AXON Technical Project Manager will deliver to AGENCY's primary point of contact via electronic media, controlled documentation, guides, instructions and videos followed by available dates for the initial project review and customer readiness validation. Unless otherwise agreed upon by AXON, AGENCY may print and reproduce said documents for use by its employees only.

### **Security Clearance and Access**

Upon AGENCY's request, AXON will provide the AGENCY a list of AXON employees, agents, installers or representatives which require access to the AGENCY's facilities in order to perform Work pursuant of this Statement of Work. AXON will ensure that each employee, agent or representative has been informed or and consented to a criminal background investigation by AGENCY for the purposes of being allowed access to AGENCY's facilities. AGENCY is responsible for providing AXON with all required instructions and documentation accompanying the security background check's requirements.

### **Training**

AXON will provide training applicable to Axon Evidence, Cradlepoint NetCloud Manager and Axon Fleet application in a train-the-trainer style method unless otherwise agreed upon between the AGENCY and AXON.

### **Local Computer**

AGENCY is responsible for providing a mobile data computer (MDC) with the same software, hardware, and configuration that AGENCY personnel will use with the AXON system being installed. AGENCY is responsible for making certain that any and all security settings (port openings, firewall settings, antivirus software, virtual private network, routing, etc.) are made prior to the installation, configuration and testing of the aforementioned deliverables.

### **Network**

AGENCY is responsible for making certain that any and all network(s) route traffic to appropriate endpoints and AXON is not liable for network breach, data interception, or loss of data due to misconfigured firewall settings or virus infection, except to the extent that such virus or infection is caused, in whole or in part, by defects in the deliverables.

### **Cradlepoint Router**

When applicable, AGENCY must provide AXON Installers with temporary administrative access to Cradlepoint's [NetCloud Manager](#) to the extent necessary to perform Work pursuant of this Statement of Work.

### **Evidence.com**

AGENCY must provide AXON Installers with temporary administrative access to Axon Evidence.com to the extent necessary to perform Work pursuant of this SOW.

### **Wireless Upload System**

If purchased by the AGENCY, on such dates and times mutually agreed upon by the parties, AXON will install and configure into AGENCY's existing network a wireless network infrastructure as identified in the AGENCY's binding quote based on conditions of the sale.

### **VEHICLE INSTALLATION**

### **Preparedness**

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer less weapons and items of evidence. Vehicle(s) will be deemed 'out of service' to the extent necessary to perform Work pursuant of this SOW.

### **Existing Mobile Video Camera System Removal**

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer which will remove from said vehicles all components of the existing mobile video camera system unless otherwise agreed upon by the AGENCY.

Major components will be salvaged by the AXON Installer for auction by the AGENCY. Wires and cables are not considered expendable and will not be salvaged. Salvaged components will be placed in a designated area by the AGENCY within close proximity of the vehicle in an accessible work space.

Prior to removing the existing mobile video camera systems, it is both the responsibility of the AGENCY and the AXON Installer to test the vehicle's systems' operation to identify and operate, documenting any existing component or system failures and in detail, identify which components of the existing mobile video camera system will be removed by the AXON Installer.

### **In-Car Hardware/Software Delivery and Installation**

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer, who will install and configure in each vehicle in accordance with the specifications detailed in the system's installation manual and its relevant addendum(s). Applicable in-car hardware will be installed and configured as defined and validated by the AGENCY during the pre-deployment discovery process.

If a specified vehicle is unavailable on the date and time agreed upon by the parties, AGENCY will provide a similar vehicle for the installation process. Delays due to a vehicle, or substitute vehicle, not being available at agreed upon dates and times may result in additional fees to the AGENCY. If the AXON Installer determines that a vehicle is not properly prepared for installation ("Not Fleet Ready"), such as a battery not being properly charged or properly up-fit for in-service, field operations, the issue shall be reported immediately to the AGENCY for resolution and a date and time for the future installation shall be agreed upon by the parties.

Upon completion of installation and configuration, AXON will systematically test all installed and configured in-car hardware and software to ensure that ALL functions of the hardware and software are fully operational and that any deficiencies are corrected unless otherwise agreed upon by the AGENCY, installation, configuration, test and the correct of any deficiencies will be completed in each vehicle accepted for installation.

Prior to installing the Axon Fleet camera systems, it is both the responsibility of the AGENCY and the AXON Installer to test the vehicle's existing systems' operation to identify, document any existing component or vehicle systems' failures. Prior to any vehicle up-fitting the AXON Installer will introduce the system's components, basic functions, integrations and systems overview along with reference to AXON approved, AGENCY manuals, guides, portals and videos. It is both the responsibility of the AGENCY and the AXON Installer to agree on placement of each components, the antenna(s), integration recording trigger sources and customer preferred power, ground and ignition sources prior to permanent or temporary installation of an Axon Fleet camera solution in each vehicle type. Agreed placement will be documented by the AXON Installer.

AXON welcomes up to 5 persons per system operation training session per day, and unless otherwise agreed upon by the AGENCY, the first vehicle will be used for an installation training demonstration. The second vehicle will be used for an assisted installation training demonstration. The installation training session is customary to any AXON Fleet installation service regardless of who performs the continued Axon Fleet system installations.

The customary training session does not 'certify' a non-AXON Installer, customer-employed Installer or customer 3rd party Installer, since the AXON Fleet products does not offer an Installer certification program. Any work performed by non-AXON Installer, customer-employed Installer or customer 3rd party Installer is not warranted by AXON, and AXON is not liable for any damage to the vehicle and its existing systems and AXON Fleet hardware.

**Signature:**   
Sara Lowenthal (Aug 9, 2023 10:57 EDT)

**Email:** LOWES001@hartford.gov



# City of Hartford

FY2023

## Monthly Financial Report to the Municipal Accountability Review Board



**JUNE 2023**  
(FY2023 P13)

*Meeting date: September 14, 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

9/14/2023

Revenue Category	FY2022 AUDITED ACTUAL	FY2023 ADOPTED BUDGET	FY2023 REVISED BUDGET	FY2022 ACTUAL (YTD)	FY2023 ACTUAL (YTD)	FY2023 PROJECTION	VARIANCE (FAV)/UNFAV
41 General Property Taxes <sup>1</sup>	(295,133,692)	(294,747,269)	(294,747,269)	(295,133,692)	(304,048,985)	(304,048,985)	(9,301,716)
42 Licenses & Permits <sup>2</sup>	(6,225,995)	(6,119,612)	(6,119,612)	(6,225,995)	(10,356,684)	(10,356,684)	(4,237,072)
43 Fines Forfeits & Penalties <sup>3</sup>	(192,966)	(154,100)	(154,100)	(192,966)	(123,877)	(123,877)	30,223
44 Revenue from Money & Property <sup>4</sup>	(1,682,420)	(1,171,054)	(1,171,054)	(1,682,420)	(10,919,926)	(10,919,926)	(9,748,872)
45 Intergovernmental Revenues <sup>5</sup>	(332,584,367)	(288,532,177)	(290,232,177)	(277,906,658)	(290,014,493)	(290,014,493)	217,684
46 Charges For Services <sup>6,10</sup>	(4,940,478)	(3,149,666)	(3,149,666)	(4,940,478)	(4,961,124)	(4,961,124)	(1,811,458)
47 Reimbursements <sup>7</sup>	(80,343)	(89,653)	(89,653)	(80,343)	(100,196)	(100,196)	(10,543)
48 Other Revenues <sup>8</sup>	(328,236)	(55,200)	(55,200)	(328,236)	(522,793)	(522,793)	(467,593)
53 Other Financing Sources <sup>9</sup>	(4,718,887)	(5,556,000)	(5,556,000)	(4,718,887)	(4,178,200)	(4,178,200)	1,377,800
<b>Total Revenues<sup>20</sup></b>	<b>(645,887,385)</b>	<b>(599,574,731)</b>	<b>(601,274,731)</b>	<b>(591,209,675)</b>	<b>(625,226,278)</b>	<b>(625,226,278)</b>	<b>(23,951,547)</b>

Expenditure Category	FY2022 AUDITED ACTUAL	FY2023 ADOPTED BUDGET	FY2023 REVISED BUDGET	FY2022 ACTUAL (YTD)	FY2023 ACTUAL (YTD)	FY2023 PROJECTION	VARIANCE (FAV)/UNFAV
Payroll <sup>11</sup>	116,456,657	124,048,205	123,065,866	116,456,657	117,854,821	117,985,996	5,079,870
Benefits <sup>12</sup>	68,811,634	98,049,066	73,094,446	68,811,634	65,925,584	65,918,583	7,175,863
Debt & Other Capital <sup>13,15</sup>	111,386,490	15,454,900	42,009,520	111,386,490	31,537,544	44,109,519	(2,099,999)
Library	0	8,663,336	8,663,336	0	2,663,336	8,663,336	-
Metro Hartford Innovation Services	2,151,273	4,392,973	4,392,973	2,151,273	4,392,973	4,392,973	-
Utilities <sup>16</sup>	28,290,066	30,256,463	30,292,869	28,290,066	29,348,443	29,470,227	822,642
Other Non-Personnel <sup>17</sup>	28,465,721	34,696,514	35,742,447	28,465,721	30,819,409	32,706,418	3,036,029
Education <sup>14</sup>	281,437,369	284,013,274	284,013,274	281,437,369	282,468,235	282,468,235	1,545,039
<b>Total Expenditures<sup>20</sup></b>	<b>636,999,210</b>	<b>599,574,731</b>	<b>601,274,731</b>	<b>636,999,210</b>	<b>565,010,345</b>	<b>585,715,287</b>	<b>15,559,444</b>
<b>Revenues and Expenditures, Net</b>	<b>(8,888,175)</b>	<b>-</b>	<b>-</b>	<b>45,789,535</b>	<b>(60,215,934)</b>	<b>(39,510,992)</b>	
<b>Use of Assigned Fund Balance for property and technology<sup>18,19</sup></b>	<b>-</b>	<b>-</b>	<b>2,700,000</b>	<b>-</b>	<b>1,900,000</b>		<b>-</b>

## REVENUE FOOTNOTES

- <sup>1</sup> (1) Cumulative through June, current year tax levy revenue actuals are 3.61% or \$10.16M higher than FY2022 Period 12 (June). Current year tax levy revenues are projected to exceed their FY2023 Adopted Budget amount by \$5.96M.
- (2) Prior Year Levy collections actuals through June are unfavorable by \$1.13M compared to the FY2022 cumulative through June.
- (3) Interest and liens collections actuals are lower by \$0.02M through June compared to FY2022.
- (4) Revenues from subsequent tax lien sales through June FY2023 are roughly equivalent to FY2022.
- <sup>2</sup> The Licenses and Permits revenue category is primarily comprised of building, electrical, mechanical, plumbing permits, and food and milk dealer licenses. This revenue category's actuals are favorable by 66% or \$4.13M compared to the FY2022 cumulative through June due to several significant permits sold for large projects during FY2023 that did not occur in FY2022.
- <sup>3</sup> The Fines, Forfeits and Penalties revenue line item includes revenues from false alarms fines and is projected to be \$0.03M lower than the FY2023 budget.
- <sup>4</sup> Revenue from Money and Property contains lease/rental and short-term investment income. June FY2023 actuals are 549% higher than June FY2022 due to higher interest revenue.
- <sup>5</sup> Intergovernmental Revenues primarily reflect the receipts of Education Cost Sharing, Supplemental Car Tax and PILOT revenues from the State. June FY2023 actuals are 4.36% or \$12.11M higher than June FY2022 actuals as revenues from the State for tax-exempt property are 67.5% or \$20.87M higher through June in FY2023 than through June 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 FY2023 Period 4 (October) also contributed to the favorability in June FY2023 compared to FY2022.
- <sup>6</sup> 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. June FY2023 actuals are 0.42% or \$0.02M higher than June 2022 actuals.
- <sup>7</sup> Reimbursements (primarily Section 8) largely occur at fiscal year end and are 24.71% or \$0.02M higher in June FY2023 than in June FY2022.
- <sup>8</sup> 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). This revenue category's actuals through June FY2023 are favorable by 59% or \$0.19M compared to the FY2022 cumulative through June.
- <sup>9</sup> Other Financing Sources reflects revenues from Corporate Contribution (1), DoNo Stadium Fund (2), the Parking Authority Fund (3), Special Police Service Fund (4), and other (5).
  - (1) A Corporate Contribution of \$10M 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.
- <sup>10</sup> 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

- <sup>11</sup> Net favorable variance of \$5.08M in Payroll due to vacancies of \$9.56M and holiday pay of \$2K, offset by unfavorable overtime of \$3.87M and part-time of \$615K.
- <sup>12</sup> Benefits and Insurances is favorable due to health claims, offset by centrally budgeted non-Public Safety attrition being realized in departments citywide.
- <sup>13</sup> The FY2023 Adopted Budget for Debt & Other Capital is 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, \$1.70M for the Homeowner's Initiative has been added, \$24.84M has been transferred from Benefits and Insurances, and \$2.10M has been projected for the purchase of 81 Bartholomew Ave for a grand total of \$44.11M.
- <sup>14</sup> Education YTD actuals reflect 12 months of the City's tax supported payment of \$96M and three payments from the State of Connecticut. Education is favorable due to revenue received from the State of Connecticut.
- <sup>15</sup> 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.
- <sup>16</sup> Utilities are projected to be net favorable due to tipping fees and water.
- <sup>17</sup> Non-personnel is favorable due to citywide supplies and services.
- <sup>18</sup> A FY2022 Court of Common Council Resolution on June 14, 2022 approved the purchase of 510 Farmington Avenue for \$1.80M. A subsequent \$800,000 Streetscape Grant reduced the City's expense to \$1,000,000. The actual expenditure was recorded in FY2023, along with the use of assigned fund balance to make the purchase.
- <sup>19</sup> A FY2023 Court of Common Council Resolution on May 19, 2023 approved the purchase of required Microsoft licenses for \$900,000. The actual expenditure was recorded in FY2023, along with the use of assigned fund balance to make the purchase.
- <sup>20</sup> The City's financial system (Munis) reflects revenues as negative values (credits) and expenditures as positive values. A negative variance for revenues is favorable. A positive variance for revenues is unfavorable.

## Revenue Summary - Major Category

	FY2022 AUDITED ACTUAL	FY2023 ADOPTED BUDGET	FY2023 REVISED BUDGET	FY2022 ACTUAL (JUNE)	FY2023 ACTUAL (JUNE)
<b>41-TAXES</b>	<b>(295,133,692)</b>	<b>(294,747,269)</b>	<b>(294,747,269)</b>	<b>(295,133,692)</b>	<b>(304,048,985)</b>
CURRENT YEAR TAX LEVY	(281,599,623)	(285,792,269)	(285,792,269)	(281,599,623)	(291,755,643)
INTEREST AND LIENS	(5,034,546)	(3,800,000)	(3,800,000)	(5,034,546)	(5,017,047)
PRIOR YEAR LEVIES	(7,930,767)	(5,130,000)	(5,130,000)	(7,930,767)	(6,804,786)
TAX LIEN SALES	(187,912)	-	-	(187,912)	(193,550)
OTHER	(380,844)	(25,000)	(25,000)	(380,844)	(277,960)
<b>42-LICENSES AND PERMITS</b>	<b>(6,225,995)</b>	<b>(6,119,612)</b>	<b>(6,119,612)</b>	<b>(6,225,995)</b>	<b>(10,356,684)</b>
BUILDING PERMITS	(3,132,956)	(3,614,100)	(3,614,100)	(3,132,956)	(5,504,782)
ELECTRICAL PERMITS	(932,294)	(797,665)	(797,665)	(932,294)	(1,803,035)
FOOD & MILK DEALER LICENSES	(288,674)	(140,000)	(140,000)	(288,674)	(272,525)
MECHANICAL PERMITS	(622,751)	(800,000)	(800,000)	(622,751)	(963,422)
PLUMBING PERMITS	(442,584)	(337,846)	(337,846)	(442,584)	(676,299)
OTHER	(806,737)	(430,001)	(430,001)	(806,737)	(1,136,621)
<b>43-FINES FORFEITS AND PENALTIES</b>	<b>(192,966)</b>	<b>(154,100)</b>	<b>(154,100)</b>	<b>(192,966)</b>	<b>(123,877)</b>
FALSE ALARM CITATIONS-POL&FIRE	(170,436)	(138,000)	(138,000)	(170,436)	(110,376)
LAPSED LICENSE/LATE FEE	(12,025)	(7,100)	(7,100)	(12,025)	-
OTHER	(10,505)	(9,000)	(9,000)	(10,505)	(13,501)
<b>44-INTEREST AND RENTAL INCOME</b>	<b>(1,682,420)</b>	<b>(1,171,054)</b>	<b>(1,171,054)</b>	<b>(1,682,420)</b>	<b>(10,919,926)</b>
BILLINGS FORGE	(22,646)	(20,428)	(20,428)	(22,646)	(21,918)
CT CENTER FOR PERFORM ART	(54,167)	(50,000)	(50,000)	(54,167)	(54,167)
INTEREST	(830,377)	(362,000)	(362,000)	(830,377)	(10,114,652)
RENT OF PROP-ALL OTHER	(86,207)	(101,329)	(101,329)	(86,207)	(88,979)
RENTAL OF PARK PROPERTY	(42,305)	(16,000)	(16,000)	(42,305)	(44,816)
RENTAL OF PARKING LOTS	(26,021)	-	-	(26,021)	(27,061)
RENTAL OF PROP-FLOOD COMM	(112,048)	(99,360)	(99,360)	(112,048)	(69,600)
RENTAL-525 MAIN STREET	(27,407)	-	-	(27,407)	(15,863)
RENTS FROM TENANTS	(147,889)	(161,400)	(161,400)	(147,889)	(167,606)
SHEPHERD PARK	(124,207)	(234,393)	(234,393)	(124,207)	(140,414)
THE RICHARDSON BUILDING	(106,586)	(90,000)	(90,000)	(106,586)	(138,705)
UNDERWOOD TOWER PILOT	(32,221)	(36,144)	(36,144)	(32,221)	(36,144)
OTHER	(70,339)	-	-	(70,339)	(1)
<b>45-INTERGOVERNMENTAL</b>	<b>(332,584,367)</b>	<b>(288,532,177)</b>	<b>(290,232,177)</b>	<b>(277,906,658)</b>	<b>(290,014,493)</b>
<b>MUNICIPAL AID</b>	<b>(263,709,416)</b>	<b>(284,605,856)</b>	<b>(286,305,856)</b>	<b>(263,709,416)</b>	<b>(285,271,622)</b>
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)	(186,762,102)	(186,492,946)
HIGHWAY GRANT	(1,186,368)	(1,186,368)	(1,186,368)	(1,186,368)	(1,166,310)
MASHANTUCKET PEQUOT FUND	(6,136,523)	(6,136,523)	(6,136,523)	(6,136,523)	(6,136,523)
MRSA BONDED DISTRIBUTION GRANT	(1,419,161)	(1,419,161)	(1,419,161)	(1,419,161)	(1,419,161)
MRSF SELECT PILOT	(12,422,113)	(12,422,113)	(14,122,113)	(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)	-
<b>OTHER MUNICIPAL AID</b>	<b>(54,677,710)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
STATE CONTRACT ASSISTANCE	(54,677,710)	-	-	-	-
<b>OTHER STATE REVENUES</b>	<b>(11,208,076)</b>	<b>(24,516)</b>	<b>(24,516)</b>	<b>(11,208,076)</b>	<b>(84,227)</b>
DISTRESSED MUNICIPALITIES	(11,114,995)	-	-	(11,114,995)	-
JUDICIAL BRANCH REV DISTRIB.	(74,654)	-	-	(74,654)	(66,064)
VETERANS EXEMPTIONS	(18,427)	(24,516)	(24,516)	(18,427)	(18,163)
<b>PILOTS, MIRA &amp; OTHER INTERGOVERNMENTAL</b>	<b>(2,986,865)</b>	<b>(3,898,505)</b>	<b>(3,898,505)</b>	<b>(2,986,865)</b>	<b>(4,655,293)</b>
DISABIL EXEMPT-SOC SEC	(7,148)	(6,417)	(6,417)	(7,148)	(6,532)
GR REC TAX-PARI MUTUEL	(175,135)	(165,714)	(165,714)	(175,135)	(159,597)
HEALTH&WELFARE-PRIV SCH	(56,245)	(54,629)	(54,629)	(56,245)	(21,929)
MATERIALS INNOVATION RECYCLING	(1,500,000)	(1,500,000)	(1,500,000)	(1,500,000)	(1,500,000)
PHONE ACCESS LN TAX SH	(532,756)	(562,817)	(562,817)	(532,756)	(642,665)
PILOT CHURCH HOMES INC	(126,512)	(126,872)	(126,872)	(126,512)	(126,322)
PILOT FOR CT CTR FOR PERF	(273,269)	(357,056)	(357,056)	(273,269)	(418,761)
PILOT FOR HARTFORD 21	(130,964)	(500,000)	(500,000)	(130,964)	(500,000)
PILOT HARTFORD HILTON	(46,501)	(350,000)	(350,000)	(46,501)	(1,045,887)
PILOT HARTFORD MARRIOTT	(113,335)	(250,000)	(250,000)	(113,335)	(160,351)
PILOT-PENNANT N CROSSING	-	-	-	-	(48,250)
PILOT TRINITY COLLEGE	(25,000)	(25,000)	(25,000)	(25,000)	(25,000)
<b>OTHER</b>	<b>(2,300)</b>	<b>(3,300)</b>	<b>(3,300)</b>	<b>(2,300)</b>	<b>(3,351)</b>
STATE REIMBURSEMENTS	(2,300)	(3,300)	(3,300)	(2,300)	(3,351)
<b>46-CHARGES FOR SERVICES</b>	<b>(4,940,478)</b>	<b>(3,149,666)</b>	<b>(3,149,666)</b>	<b>(4,940,478)</b>	<b>(4,961,124)</b>
CONVEYANCE TAX	(2,637,614)	(1,300,000)	(1,300,000)	(2,637,614)	(2,505,623)
FILING RECORD-CERTIF FEES	(441,164)	(300,000)	(300,000)	(441,164)	(315,196)
TRANSCRIPT OF RECORDS	(847,597)	(805,266)	(805,266)	(847,597)	(744,024)
OTHER	(1,014,102)	(744,400)	(744,400)	(1,014,102)	(1,396,282)
<b>47-REIMBURSEMENTS</b>	<b>(80,343)</b>	<b>(89,653)</b>	<b>(89,653)</b>	<b>(80,343)</b>	<b>(100,196)</b>
ADVERTISING LOST DOGS	(598)	(453)	(453)	(598)	592
DOG ACCT-SALARY OF WARDEN	(2,158)	(2,105)	(2,105)	(2,158)	-
OTHER REIMBURSEMENTS	-	-	-	-	(158)
REIMB FOR MEDICAID SERVICES	-	-	-	-	(5,724)
SECTION 8 MONITORING	(76,688)	(83,890)	(83,890)	(76,688)	(92,935)
OTHER	(900)	(3,205)	(3,205)	(900)	(1,970)
<b>48-OTHER REVENUES</b>	<b>(328,236)</b>	<b>(55,200)</b>	<b>(55,200)</b>	<b>(328,236)</b>	<b>(522,793)</b>
MISCELLANEOUS REVENUE	(207,788)	(45,724)	(45,724)	(207,788)	(126,900)
OVER & SHORT ACCOUNT	(1,237)	-	-	(1,237)	(11)
SALE OF DOGS	(7,633)	(5,993)	(5,993)	(7,633)	(6,849)
SETTLEMENTS - OTHER	(3,002)	(3,000)	(3,000)	(3,002)	-
OTHER	(108,576)	(483)	(483)	(108,576)	(389,033)
<b>53-OTHER FINANCING SOURCES</b>	<b>(4,718,887)</b>	<b>(5,556,000)</b>	<b>(5,556,000)</b>	<b>(4,718,887)</b>	<b>(4,178,200)</b>
CORPORATE CONTRIBUTION	-	-	-	-	-
DOWNTOWN NORTH (DONO)	(940,185)	(795,000)	(795,000)	(940,185)	(740,757)
REVENUE FROM HTFD PKG AUTHY	(2,111,857)	(2,011,000)	(2,011,000)	(2,111,857)	(2,011,000)
SPECIAL POLICE SERVICES	(1,666,845)	(2,750,000)	(2,750,000)	(1,666,845)	(1,426,444)
<b>Grand Total</b>	<b>(645,887,385)</b>	<b>(599,574,731)</b>	<b>(601,274,731)</b>	<b>(591,209,675)</b>	<b>(625,226,278)</b>

**CITY OF HARTFORD**  
**PROPERTY TAX COLLECTIONS REPORT FOR FY22 AND FY23**  
**PROPERTY TAX COLLECTION REPORT THROUGH JUNE 30, 2023 (pre 60 days)**

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 <sup>1</sup>	962,504	(298,163) <sup>2</sup>	292,231	343,138 <sup>2</sup>	-	187,912 <sup>1</sup>	102,036,074	108,204,354
August	43,818,629	41,837,343 <sup>1</sup>	1,660,552	835,535 <sup>3</sup>	406,382	588,188 <sup>4</sup>	-	5,637	45,885,563	43,266,703
September	2,354,099	2,173,272 <sup>1</sup>	1,234,241	743,324 <sup>1,5</sup>	660,811	343,968 <sup>1,5</sup>	-	-	4,249,151	3,260,564
October	1,620,537	1,843,488 <sup>1</sup>	786,197	422,659 <sup>1,2</sup>	358,588	279,932 <sup>1,2</sup>	-	-	2,765,323	2,546,079
November	2,414,141	1,617,965 <sup>1</sup>	567,061	389,123 <sup>1</sup>	289,710	212,941 <sup>1</sup>	187,912	- <sup>1</sup>	3,458,824	2,220,029
December	20,209,585	12,932,762 <sup>1,6</sup>	655,480	792,694	322,547	388,100	-	-	21,187,611	14,113,556
January	80,054,887	91,000,592 <sup>1,6</sup>	1,026,226	630,563 <sup>5</sup>	545,976	353,103 <sup>5</sup>	-	-	81,627,089	91,984,258
February	22,815,794	24,671,648 <sup>1,6</sup>	383,975	674,296 <sup>7</sup>	352,041	525,881 <sup>7</sup>	-	-	23,551,810	25,871,825
March	3,375,384	2,998,533 <sup>5</sup>	976,618	490,841 <sup>5</sup>	577,764	440,357 <sup>5</sup>	-	-	4,929,766	3,929,731
April	1,657,143	2,087,493 <sup>5</sup>	510,408	453,871 <sup>5</sup>	404,324	403,762	-	-	2,571,875	2,945,125
May	1,208,036	1,396,702 <sup>5</sup>	494,287	591,304 <sup>5</sup>	382,679	376,822	-	-	2,085,002	2,364,828
June	1,433,600	1,224,379 <sup>5</sup>	511,814	1,078,738 <sup>8</sup>	436,107	760,857 <sup>8</sup>	-	-	2,381,521	3,063,974
<b>Total Collections</b>	<b>281,743,173</b>	<b>291,755,643</b>	<b>9,769,363</b>	<b>6,804,786</b>	<b>5,029,160</b>	<b>5,017,047</b>	<b>187,912</b>	<b>193,550</b>	<b>296,729,608</b>	<b>303,771,026</b>
<b>60 Day Collections</b>			(1,976,671)		-		-		(1,976,671)	-
<b>Reclass -- Year End entries</b>	(143,550)		138,075		5,386		-		(89)	-
<b>Adjusted Total Collections</b>	<b>281,599,623</b>	<b>291,755,643</b>	<b>7,930,767</b>	<b>6,804,786</b>	<b>5,034,546</b>	<b>5,017,047</b>	<b>187,912</b>	<b>193,550</b>	<b>294,752,848</b>	<b>303,771,026</b>
	<b>Current Year Taxes FY 22</b>	<b>Current Year Taxes FY 23</b>	<b>Prior Year Taxes FY 22</b>	<b>Prior Year Taxes FY 23</b>	<b>Interest FY 22</b>	<b>Interest FY 23</b>	<b>Liens Sales FY 22</b>	<b>Liens Sales FY 23</b>	<b>Total Collections FY 22</b>	<b>Total Collections FY 23</b>
<b>Total Budget</b>	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
<b>Total current levy (GL 2021) new bills</b>	299,458,605	313,145,577	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
<b>Collections through MAY</b>	281,743,173	291,755,643	9,769,363	6,804,786	5,029,160	5,017,047	187,912	193,550	296,729,608	303,771,026
<b>Outstanding Receivable at 05/31</b>	12,241,724	15,105,560	41,738,457	39,596,194	n/a	n/a	n/a	n/a	n/a	n/a
<b>Timing Adjustment from bridging QDS to Munis</b>		6,284,374								
<b>% of Budget Collected</b>	100.70%	102.09%	213.30%	132.65%	132.35%	132.03%	41.76%	-	102.81%	103.07%
<b>% of Adjusted Levy Collected</b>	94.08%	93.17%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
<b>Mill Rate Real Estate</b>	74.29	68.95								
<b>Mill Rate Personal Property</b>	74.29	68.95								
<b>Mill Rate Motor Vehicle</b>	45	32.46								

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

<sup>2</sup> 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.

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

<sup>4</sup> Increased interest collected due to delinquents from various taxpayers in FY23.

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

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

<sup>5</sup> Prior levy taxes collected (included interest) of approximately \$450k from several taxpayers in January 2022 caused underin in YtY comparison.

<sup>5,7</sup> Payments from back taxes (included interest) from a few tax payers were favorable of prior levies collection in February 2023.

<sup>8</sup> PY levy & interest collections favorability was from the tax deed sale.

**Expenditure Summary - Departments**

	FY2022 AUDITED ACTUAL	FY2023 ADOPTED BUDGET	FY2023 REVISED BUDGET	FY2022 ACTUAL (YTD)	FY2023 ACTUAL (YTD)	FY2023 PROJECTION	VARIANCE FAV/(UNFAV)
00111 MAYOR'S OFFICE	628,268	791,907	791,907	628,268	701,019	701,019	90,888
00112 COURT OF COMMON COUNCIL	701,869	988,318	988,318	701,869	669,182	869,182	119,136
00113 TREASURER	453,347	553,375	553,375	453,347	369,367	369,367	184,008
00114 REGISTRARS OF VOTERS	498,310	507,196	814,220	498,310	684,303	684,303	129,917
00116 CORPORATION COUNSEL	1,255,450	1,501,798	1,501,798	1,255,450	1,255,453	1,255,453	246,345
00117 TOWN & CITY CLERK	669,392	832,927	832,927	669,392	805,181	805,181	27,746
00118 INTERNAL AUDIT	508,345	523,219	523,219	508,345	521,697	521,697	1,522
00119 CHIEF OPERATING OFFICER	1,338,151	1,820,210	1,820,210	1,338,151	1,551,080	1,551,080	269,130
00122 METRO HARTFORD INNOVATION SERV	2,151,273	4,392,973	4,392,973	2,151,273	4,392,973	4,392,973	0
00123 FINANCE	3,171,055	3,900,809	3,900,809	3,171,055	3,177,763	3,177,763	723,046
00125 HUMAN RESOURCES	1,419,987	1,920,345	1,920,345	1,419,987	1,629,033	1,662,247	258,098
00128 OFFICE OF MANAGEMENT & BUDGET	1,059,956	1,288,894	1,288,894	1,059,956	917,759	917,759	371,135
00132 FAMILIES, CHILDREN, YOUTH & RECREATION	3,646,734	3,663,453	3,663,453	3,646,734	3,553,301	3,553,301	110,152
00211 FIRE	39,166,624	40,371,325	40,371,325	39,166,624	38,500,271	38,610,129	1,761,196
00212 POLICE	48,430,034	49,586,238	49,586,238	48,430,034	49,006,815	49,137,991	448,247
00213 EMERGENCY SERVICES & TELECOMM. <sup>1</sup>	3,514,557	4,405,552	4,405,552	3,514,557	4,461,670	4,461,670	(56,118)
00311 PUBLIC WORKS	17,331,252	19,124,731	19,124,731	17,331,252	18,022,911	18,022,911	1,101,820
00420 DEVELOPMENT SERVICES	4,911,923	6,268,086	6,268,086	4,911,923	5,169,882	5,513,695	754,391
00520 HEALTH AND HUMAN SERVICES	4,100,308	5,467,402	5,567,402	4,100,308	4,809,634	4,809,634	757,768
00711 EDUCATION	281,437,369	284,013,274	284,013,274	281,437,369	282,468,235	282,468,235	1,545,039
00721 HARTFORD PUBLIC LIBRARY	0	8,663,336	8,663,336	0	2,663,336	8,663,336	0
00820 BENEFITS & INSURANCES <sup>2</sup>	68,811,634	98,049,066	73,094,446	68,811,634	65,925,584	65,918,583	7,175,863
00821 DEBT SERVICE <sup>3</sup>	111,386,490	15,454,900	42,009,520	111,386,490	31,537,544	44,109,519	(2,099,999)
00822 NON OP DEPT EXPENDITURES <sup>4</sup>	40,406,883	45,485,397	45,178,373	40,406,883	42,216,352	43,538,259	1,640,114
<b>Grand Total</b>	<b>636,999,210</b>	<b>599,574,731</b>	<b>601,274,731</b>	<b>636,999,210</b>	<b>565,010,345</b>	<b>585,715,287</b>	<b>15,559,444</b>

<sup>1</sup> Emergency Services & Telecomm. is unfavorable due to overtime.

<sup>2</sup> Benefits and Insurances is net favorable due to health claims, offset by centrally budgeted non-Public Safety attrition being realized in departments city-wide.

<sup>3</sup> Debt projection includes \$2.10M for the purchase of 81 Bartholomew Ave.

<sup>4</sup> Non Operating is projected to be net favorable due to utilities and lower contingency costs.

Expenditure Summary - Major Expenditure Category

	FY2022 AUDITED ACTUAL	FY2023 ADOPTED BUDGET	FY2023 REVISED BUDGET	FY2022 ACTUAL (YTD)	FY2023 ACTUAL (YTD)	FY2023 PROJECTION	VARIANCE FAV/(UNFAV)
<b>PAYROLL</b>	<b>116,456,657</b>	<b>124,048,205</b>	<b>123,065,866</b>	<b>116,456,657</b>	<b>117,854,821</b>	<b>117,985,996</b>	<b>5,079,870</b>
FT <sup>1</sup>	91,134,646	104,054,712	103,034,712	91,134,646	93,369,321	93,471,728	9,562,984
HOL <sup>1</sup>	2,264,827	2,494,938	2,354,038	2,264,827	2,323,025	2,351,794	2,244
OT <sup>1</sup>	20,696,931	15,949,949	15,923,428	20,696,931	19,794,157	19,794,157	(3,870,729)
PT <sup>1</sup>	2,360,254	1,548,606	1,753,688	2,360,254	2,368,317	2,368,317	(614,629)
<b>BENEFITS</b>	<b>68,811,634</b>	<b>98,049,066</b>	<b>73,094,446</b>	<b>68,811,634</b>	<b>65,925,584</b>	<b>65,918,583</b>	<b>7,175,863</b>
HEALTH <sup>2</sup>	8,629,036	35,836,618	10,881,998	8,629,036	4,688,057	4,596,998	6,285,000
MITIGATION <sup>3</sup>	0	(1,190,000)	(1,190,000)	0	0	0	(1,190,000)
PENSION <sup>4</sup>	51,492,153	50,806,786	50,806,786	51,492,153	50,029,153	50,158,877	647,909
INSURANCE	3,863,774	4,878,123	4,878,123	3,863,774	4,843,825	4,843,825	34,298
FRINGE REIMBURSEMENTS	(3,234,950)	(3,236,631)	(3,236,631)	(3,234,950)	(3,165,100)	(3,236,631)	0
LIFE INSURANCE	221,655	231,987	231,987	221,655	222,343	222,343	9,644
OTHER BENEFITS <sup>5</sup>	3,735,238	4,579,297	4,579,297	3,735,238	4,727,707	4,753,572	(174,275)
WAGE <sup>5</sup>	0	1,379,136	1,379,136	0	0	0	1,379,136
WORKERS COMP <sup>7</sup>	4,104,729	4,763,750	4,763,750	4,104,729	4,579,599	4,579,599	184,151
<b>DEBT</b>	<b>111,386,490</b>	<b>15,454,900</b>	<b>42,009,520</b>	<b>111,386,490</b>	<b>31,537,544</b>	<b>44,109,519</b>	<b>(2,099,999)</b>
DEBT <sup>8</sup>	111,386,490	15,454,900	42,009,520	111,386,490	31,537,544	44,109,519	(2,099,999)
<b>LIBRARY</b>	<b>0</b>	<b>8,663,336</b>	<b>8,663,336</b>	<b>0</b>	<b>2,663,336</b>	<b>8,663,336</b>	<b>0</b>
LIBRARY	0	8,663,336	8,663,336	0	2,663,336	8,663,336	0
<b>MHIS</b>	<b>2,151,273</b>	<b>4,392,973</b>	<b>4,392,973</b>	<b>2,151,273</b>	<b>4,392,973</b>	<b>4,392,973</b>	<b>0</b>
MHIS	2,151,273	4,392,973	4,392,973	2,151,273	4,392,973	4,392,973	0
<b>UTILITY</b>	<b>28,290,066</b>	<b>30,256,463</b>	<b>30,292,869</b>	<b>28,290,066</b>	<b>29,348,443</b>	<b>29,470,227</b>	<b>822,642</b>
UTILITY <sup>9</sup>	28,290,066	30,256,463	30,292,869	28,290,066	29,348,443	29,470,227	822,642
<b>OTHER</b>	<b>28,465,721</b>	<b>34,696,514</b>	<b>35,742,447</b>	<b>28,465,721</b>	<b>30,819,409</b>	<b>32,706,418</b>	<b>3,036,029</b>
COMMUNITY ACTIVITIES <sup>10</sup>	2,471,114	2,740,799	2,858,059	2,471,114	2,649,203	2,649,203	208,856
CONTINGENCY <sup>11</sup>	1,118,196	3,079,795	1,592,795	1,118,196	981,155	981,155	611,640
CONTRACTED SERVICES <sup>12</sup>	5,216,018	6,540,258	7,065,104	5,216,018	6,245,328	6,278,542	786,562
ELECTIONS	0	307,024	0	0	0	0	0
GOVT AGENCY & OTHER	45,140	43,176	43,176	45,140	39,457	39,457	3,719
LEASES - OFFICES PARKING COPIER <sup>13</sup>	1,649,183	1,992,939	1,950,401	1,649,183	1,705,874	1,705,874	244,527
LEGAL EXPENSES & SETTLEMENTS <sup>14</sup>	2,845,480	2,404,557	3,912,357	2,845,480	4,537,868	4,567,868	(655,511)
OTHER <sup>15</sup>	4,990,492	5,298,645	5,239,635	4,990,492	4,630,237	4,974,050	265,585
OUT AGENCY	100,000	100,000	100,000	100,000	100,000	100,000	0
POSTAGE	225,000	200,000	200,000	225,000	232,076	232,076	(32,076)
SUPPLY <sup>16</sup>	3,887,990	4,533,777	5,082,383	3,887,990	4,029,456	4,139,314	943,069
TECH, PROF & COMM BASED SERVICES <sup>17</sup>	2,887,785	3,865,424	4,132,617	2,887,785	3,156,747	3,472,959	659,658
VEHICLE & EQUIP	3,029,324	3,590,120	3,565,920	3,029,324	2,512,008	3,565,920	0
<b>EDUCATION</b>	<b>281,437,369</b>	<b>284,013,274</b>	<b>284,013,274</b>	<b>281,437,369</b>	<b>282,468,235</b>	<b>282,468,235</b>	<b>1,545,039</b>
EDUCATION <sup>18</sup>	281,437,369	284,013,274	284,013,274	281,437,369	282,468,235	282,468,235	1,545,039
<b>Grand Total</b>	<b>636,999,210</b>	<b>599,574,731</b>	<b>601,274,731</b>	<b>636,999,210</b>	<b>565,010,345</b>	<b>585,715,287</b>	<b>15,559,444</b>

<sup>1</sup> Net favorable variance of \$5.08M in Payroll due to vacancies of \$9.56M and holiday pay of \$2K, offset by unfavorable overtime of \$3.87M and part-time of \$615K.

<sup>2</sup> Health is projected to be favorable due to health claims.

<sup>3</sup> 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.

<sup>4</sup> Pension is favorable due to cashouts.

<sup>5</sup> Other Benefits are unfavorable due to Social Security costs.

<sup>6</sup> The FY2023 Adopted Budget includes centralized salary increases. Actual payroll activity has been realized in full-time payroll.

<sup>7</sup> Workers Compensation is favorable due to lower claims.

<sup>8</sup> Debt projection includes \$2.10M for the purchase of 81 Bartholomew Ave.

<sup>9</sup> Utilities are net favorable due to tipping fees and water.

<sup>10</sup> Community Activities are favorable due to professional services and Police Review Board costs.

<sup>11</sup> Contingency is favorable due to lower costs for unplanned expenditures.

<sup>12</sup> Contracted Services are net favorable due to equipment maintenance.

<sup>13</sup> Leases is favorable due to lower office space rent.

<sup>14</sup> Legal is unfavorable due to the trend in legal service costs.

<sup>15</sup> Other expenses are favorable due to the trend in tax appeals and refunds.

<sup>16</sup> Supplies are favorable due to infrastructure materials and uniform costs.

<sup>17</sup> Tech, Prof and Comm based services are favorable due to the trend in audit expenses and technical services.

<sup>18</sup> Education YTD actuals reflect 12 months of the City's tax supported payment of \$96M and three payments from the State of Connecticut. Education is favorable due to actual revenue received from the State of Connecticut.



# Appendix

### FY2023 Full-time (FT) Payroll Actuals (as of 8/18/23)

DEPARTMENTS	BUDGETED HC	BUDGETED ANNUAL AMOUNT (REV)	YTD ACTUALS	VARIANCE (BUDGETED ANNUAL AMOUNT (REV) - YTD ACTUALS)
111-Mayor	8	755,659	659,456	96,203
112-CCC	9	450,000	354,380	95,620
113- Treas	9	408,140	350,860	57,280
114- ROV	7	371,827	352,805	19,022
116-Corp Counsel	15	1,443,618	1,210,593	233,025
117- Clerk	11	695,533	640,159	55,374
118-Audit	5	498,546	503,651	(5,105)
119-COO	17	1,327,481	1,107,917	219,564
123- FIN	46	3,590,121	2,677,049	913,072
125- HR	16	1,165,050	950,873	214,177
128-OMBG	13	1,170,814	802,248	368,566
132-FCYR	15	1,042,145	808,463	233,682
211- Fire	370	30,983,992	29,127,368	1,856,624
212- Police	515	42,228,652	34,722,114	7,506,538
213- EST	52	3,237,925	2,796,680	441,245
311- DPW	217	10,615,940	10,514,663	101,277
420- Devel Serv	63	4,758,947	3,900,641	858,306
520- HHS	37	2,606,702	1,691,266	915,436
<b>Grand Total</b>	<b>1,425</b>	<b>107,351,092</b>	<b>93,171,185</b>	<b>14,179,907</b>

FT- Fire Attrition	(355,941)
FT- Police Attrition	(4,071,069)
FT- Development Services Attrition	110,630
<b>FT- Total Revised Budget</b>	<b>103,034,712</b>

FT- Fire Attrition	(355,941)
FT- Police Attrition	(4,071,069)
FT- Net other payroll	(189,914)
<b>FT- Subtotal Variance</b>	<b>9,562,984</b>

Non-Sworn Attrition (in Benefits)	(1,190,000)
<b>Total Variance (favorable)</b>	<b>8,372,984</b>

Assumptions

- 1) Adopted head count is 1443 with 18 MHIS positions funded in the MHIS internal service fund.
- 2) Internal Audit is projected unfavorable due to city-wide increases for non-union employees.

# City of Hartford

FY2024

## Monthly Financial Report to the Municipal Accountability Review Board



**JULY 2023**  
(FY2024 P1)

*Meeting date: September 14, 2023*

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

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City of Hartford - FY2024 General Fund Financial Report & Projection

9/14/2023

Revenue Category	FY2024 ADOPTED BUDGET	FY2024 REVISED BUDGET	FY2023 ACTUAL (JULY)	FY2024 ACTUAL (JULY)	FY2024 PROJECTION	VARIANCE (FAV)/UNFAV
41 General Property Taxes <sup>1</sup>	(300,623,516)	(300,623,516)	(108,221,480)	(109,965,987)	(300,623,516)	-
42 Licenses & Permits <sup>2</sup>	(6,595,671)	(6,595,671)	(1,424,041)	(252,912)	(6,595,671)	-
43 Fines Forfeits & Penalties <sup>3</sup>	(153,840)	(153,840)	(10,917)	(99)	(153,840)	-
44 Revenue from Money & Property <sup>4</sup>	(7,479,015)	(7,479,015)	(337,499)	(853,417)	(7,479,015)	-
45 Intergovernmental Revenues <sup>5</sup>	(294,045,484)	(294,045,484)	(178,280)	(699,066)	(294,045,484)	-
46 Charges For Services <sup>6</sup>	(3,777,049)	(3,777,049)	(509,496)	(320,860)	(3,777,049)	-
47 Reimbursements <sup>7</sup>	(89,653)	(89,653)	(5,033)	343	(89,653)	-
48 Other Revenues <sup>8</sup>	(276,081)	(276,081)	(16,074)	(83,197)	(276,081)	-
53 Other Financing Sources <sup>9</sup>	(6,130,800)	(6,130,800)	-	-	(6,130,800)	-
<b>Total Revenues<sup>14</sup></b>	<b>(619,171,109)</b>	<b>(619,171,109)</b>	<b>(110,702,820)</b>	<b>(112,175,195)</b>	<b>(619,171,109)</b>	<b>-</b>

Expenditure Category	FY2024 ADOPTED BUDGET	FY2024 REVISED BUDGET	FY2023 ACTUAL (JULY)	FY2024 ACTUAL (JULY)	FY2024 PROJECTION	VARIANCE FAV/(UNFAV)
Payroll <sup>10</sup>	133,899,419	133,899,419	6,432,080	6,309,090	133,899,419	-
Benefits	101,207,991	101,207,991	7,894,031	7,536,191	101,207,991	-
Debt & Other Capital <sup>11, 13</sup>	17,397,994	17,397,994	1,408,263	9,632	17,397,994	-
Library	9,201,354	9,201,354	721,945	766,800	9,201,354	-
Metro Hartford Innovation Services	5,075,732	5,075,732	366,081	422,978	5,075,732	-
Utilities	30,331,815	30,331,815	3,884,200	3,557,422	30,331,815	-
Other Non-Personnel	38,043,530	38,043,530	1,813,734	675,539	38,043,530	-
Education <sup>12</sup>	284,013,274	284,013,274	8,003,199	8,003,199	284,013,274	-
<b>Total Expenditures<sup>14</sup></b>	<b>619,171,109</b>	<b>619,171,109</b>	<b>30,523,531</b>	<b>27,280,850</b>	<b>619,171,109</b>	<b>-</b>

<b>Revenues and Expenditures, Net</b>	-	-	<b>(80,179,289)</b>	<b>(84,894,346)</b>	-	-
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<b>Use of Assigned Fund Balance</b>	-	-	-	-	-	-
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## REVENUE FOOTNOTES

- <sup>1</sup> (1) Cumulative through July FY2024, current year tax levy revenue actuals are 0.38% or \$0.41M higher than FY2023 Period 1 (July).  
(2) Prior Year Levy collections actuals are tracking favorably by \$1.51M compared to the FY2023 cumulative through July.  
(3) Interest and liens collections actuals through July FY2024 are roughly equivalent to actuals through July FY2023.  
(4) Revenues from subsequent tax lien sales typically are recorded in the 4th quarter of the fiscal year.
- <sup>2</sup> The Licenses and Permits revenue category is primarily comprised of building, electrical, mechanical, plumbing permits, and food and milk dealer licenses. This revenue category's actuals are tracking unfavorably by 82% or \$1.17M compared to the FY2023 cumulative through July.
- <sup>3</sup> The Fines, Forfeits and Penalties revenue line item includes revenues from false alarms fines and is projected to be slightly higher than the FY2024 budget.
- <sup>4</sup> Revenue from Money and Property contains lease/rental and short-term investment income. FY2024 actuals are tracking 153% higher than July FY2023 due to higher interest revenue.
- <sup>5</sup> Intergovernmental Revenues primarily reflect the receipts of Education Cost Sharing, Supplemental Car Tax and PILOT revenues from the State. July FY2024 actuals are 292% or \$0.52M higher than July FY2023 actuals due to the receipt of \$0.58M from the State for the Town Aid Road Program; no revenues for this Program were received in FY2023 through July.
- <sup>6</sup> 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 \$5.0M. July FY2024 actuals are 37% or \$0.19M lower than July 2023 actuals.
- <sup>7</sup> Reimbursements (primarily Section 8) largely occur at fiscal year end.
- <sup>8</sup> Other Revenues will vary year to year based on unanticipated items such as settlements. This revenue category's actuals through July FY2024 are favorable by 418% or \$0.07M compared to the FY2023 cumulative through July.
- <sup>9</sup> Other Financing Sources reflects revenues from, DoNo Stadium Fund (1), the Parking Authority Fund (2), Special Police Service Fund (3), and other (4).  
(1) Yard Goat Admission Tax is received monthly and is included in the year to date actuals.  
(2) The revenue from Hartford Parking Authority is received quarterly.  
(3) Revenues from Police Private Duty are posted quarterly.

## EXPENDITURE FOOTNOTES

- <sup>10</sup> Payroll will be monitored throughout the fiscal year for the impacts of attrition and overtime.
- <sup>11</sup> The FY2024 Adopted Budget for Debt & Other Capital is comprised of \$4.65M for Downtown North principal and interest, 220K for a Grant in Lieu of Taxes payment, \$116K for Clean Water loan principal and interest, and \$12.42M for Pay-As-You-Go CapEx for a total of \$17.40M.
- <sup>12</sup> Education YTD actuals reflect 1 month of the City's tax supported payment of \$96M. The \$188M ECS will be recorded as the State allocation is received.
- <sup>13</sup> Under the executed Contract Assistance agreement, \$51.25M of General Obligation debt service payments are made on the City's behalf by the State of Connecticut in FY2024. 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.
- <sup>14</sup> The City's financial system (Munis) reflects revenues as negative values (credits) and expenditures as positive values. A negative variance for revenues is favorable. A positive variance for revenues is unfavorable.

## Revenue Summary - Major Category

	FY2024 ADOPTED BUDGET	FY2024 REVISED BUDGET	FY2023 ACTUAL (JULY)	FY2024 ACTUAL (JULY)
<b>41-TAXES</b>	<b>(300,623,516)</b>	<b>(300,623,516)</b>	<b>(108,221,480)</b>	<b>(109,965,987)</b>
CURRENT YEAR TAX LEVY	(292,019,388)	(292,019,388)	(107,971,467)	(108,382,349)
INTEREST AND LIENS	(4,100,000)	(4,100,000)	(343,138)	(334,426)
PRIOR YEAR LEVIES	(4,300,000)	(4,300,000)	298,163	(1,209,101)
TAX LIEN SALES	-	-	(187,912)	-
OTHER	(204,128)	(204,128)	(17,126)	(40,110)
<b>42-LICENSES AND PERMITS</b>	<b>(6,595,671)</b>	<b>(6,595,671)</b>	<b>(1,424,041)</b>	<b>(252,912)</b>
BUILDING PERMITS	(3,614,100)	(3,614,100)	(913,556)	(99,563)
ELECTRICAL PERMITS	(900,000)	(900,000)	(124,947)	(82,807)
FOOD & MILK DEALER LICENSES	(236,400)	(236,400)	(70,625)	(27,825)
MECHANICAL PERMITS	(800,000)	(800,000)	(235,750)	(3,200)
PLUMBING PERMITS	(375,000)	(375,000)	(34,142)	(11,810)
OTHER	(670,171)	(670,171)	(45,022)	(27,707)
<b>43-FINES FORFEITS AND PENALTIES</b>	<b>(153,840)</b>	<b>(153,840)</b>	<b>(10,917)</b>	<b>(99)</b>
FALSE ALARM CITATIONS-POL&FIRE	(138,000)	(138,000)	(10,719)	-
LAPSED LICENSE/LATE FEE	(7,100)	(7,100)	-	-
OTHER	(8,740)	(8,740)	(198)	(99)
<b>44-INTEREST AND RENTAL INCOME</b>	<b>(7,479,015)</b>	<b>(7,479,015)</b>	<b>(337,499)</b>	<b>(853,417)</b>
BILLINGS FORGE	(20,428)	(20,428)	-	-
CT CENTER FOR PERFORM ART	(50,000)	(50,000)	(4,167)	(4,167)
INTEREST	(6,769,335)	(6,769,335)	(300,043)	(817,455)
RENT OF PROP-ALL OTHER	(87,720)	(87,720)	(6,394)	(13,527)
RENTAL OF PARK PROPERTY	(40,421)	(40,421)	(4,913)	(1,958)
RENTAL OF PARKING LOTS	-	-	-	-
RENTAL OF PROP-FLOOD COMM	(99,360)	(99,360)	(8,280)	(840)
RENTAL-525 MAIN STREET	-	-	(1,863)	(5,586)
RENTS FROM TENANTS	(161,400)	(161,400)	(11,840)	(9,885)
SHEPHERD PARK	(124,207)	(124,207)	-	-
THE RICHARDSON BUILDING	(90,000)	(90,000)	-	-
UNDERWOOD TOWER PILOT	(36,144)	(36,144)	-	-
OTHER	-	-	-	-
<b>45-INTERGOVERNMENTAL</b>	<b>(294,045,484)</b>	<b>(294,045,484)</b>	<b>(178,280)</b>	<b>(699,066)</b>
<b>MUNICIPAL AID</b>	<b>(291,655,207)</b>	<b>(291,655,207)</b>	<b>-</b>	<b>(581,045)</b>
CAR TAX SUPPL MRSF REV SHARING	(22,167,600)	(22,167,600)	-	-
EDUCATION COST SHARING	(187,974,890)	(187,974,890)	-	-
HIGHWAY GRANT	(1,166,310)	(1,166,310)	-	(581,045)
MASHANTUCKET PEQUOT FUND	(6,136,523)	(6,136,523)	-	-
MRSA BONDED DISTRIBUTION GRANT	(1,419,161)	(1,419,161)	-	-
MRSF SELECT PILOT	(15,792,632)	(15,792,632)	-	-
MUNICIPAL STABILIZATION GRANT	-	-	-	-
PRIV TAX EXEMPT PROPERTY	(56,998,091)	(56,998,091)	-	-
<b>OTHER MUNICIPAL AID</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
STATE CONTRACT ASSISTANCE	-	-	-	-
<b>OTHER STATE REVENUES</b>	<b>(87,045)</b>	<b>(87,045)</b>	<b>(20,399)</b>	<b>(41,209)</b>
JUDICIAL BRANCH REV DISTRIB.	(66,947)	(66,947)	(20,399)	(41,209)
VETERANS EXEMPTIONS	(20,098)	(20,098)	-	-
<b>PILOTS, MIRA &amp; OTHER INTERGOVERNMENTAL</b>	<b>(2,299,932)</b>	<b>(2,299,932)</b>	<b>(157,881)</b>	<b>(76,812)</b>
DISABIL EXEMPT-SOC SEC	(7,262)	(7,262)	-	-
GR REC TAX-PARI MUTUEL	(165,714)	(165,714)	(14,602)	(13,556)
HEALTH&WELFARE-PRIV SCH	(54,629)	(54,629)	-	-
MATERIALS INNOVATION RECYCLING	-	-	-	-
PHONE ACCESS LN TAX SH	(640,525)	(640,525)	-	-
PILOT CHURCH HOMES INC	(126,588)	(126,588)	(63,066)	(63,256)
PILOT FOR CT CTR FOR PERF	(300,000)	(300,000)	-	-
PILOT FOR HARTFORD 21	(500,000)	(500,000)	-	-
PILOT HARTFORD HILTON	(327,000)	(327,000)	-	-
PILOT HARTFORD MARRIOTT	(153,214)	(153,214)	(80,213)	-
PILOT-PENNANT N CROSSING	-	-	-	-
PILOT TRINITY COLLEGE	(25,000)	(25,000)	-	-
<b>OTHER</b>	<b>(3,300)</b>	<b>(3,300)</b>	<b>-</b>	<b>-</b>
STATE REIMBURSEMENTS	(3,300)	(3,300)	-	-
<b>46-CHARGES FOR SERVICES</b>	<b>(3,777,049)</b>	<b>(3,777,049)</b>	<b>(509,496)</b>	<b>(320,860)</b>
CONVEYANCE TAX	(1,800,000)	(1,800,000)	(285,155)	(166,463)
FILING RECORD-CERTIF FEES	(300,000)	(300,000)	(27,185)	(23,897)
TRANSCRIPT OF RECORDS	(805,266)	(805,266)	(55,378)	(49,096)
OTHER	(871,783)	(871,783)	(141,779)	(81,405)
<b>47-REIMBURSEMENTS</b>	<b>(89,653)</b>	<b>(89,653)</b>	<b>(5,033)</b>	<b>343</b>
ADVERTISING LOST DOGS	(453)	(453)	(20)	393
DOG ACCT-SALARY OF WARDEN	(2,105)	(2,105)	-	-
OTHER REIMBURSEMENTS	-	-	-	-
REIMB FOR MEDICAID SERVICES	-	-	(4,613)	-
SECTION 8 MONITORING	(83,890)	(83,890)	-	-
OTHER	(3,205)	(3,205)	(400)	(50)
<b>48-OTHER REVENUES</b>	<b>(276,081)</b>	<b>(276,081)</b>	<b>(16,074)</b>	<b>(83,197)</b>
MISCELLANEOUS REVENUE	(65,749)	(65,749)	(15,060)	(1,854)
OVER & SHORT ACCOUNT	-	-	-	(7)
SALE OF DOGS	(6,849)	(6,849)	(564)	(45)
SETTLEMENTS - OTHER	(3,000)	(3,000)	-	-
OTHER	(200,483)	(200,483)	(451)	(81,291)
<b>53-OTHER FINANCING SOURCES</b>	<b>(6,130,800)</b>	<b>(6,130,800)</b>	<b>-</b>	<b>-</b>
DOWNTOWN NORTH (DONO)	(1,055,800)	(1,055,800)	-	-
REVENUE FROM HTFD PKG AUTHY	(2,325,000)	(2,325,000)	-	-
SPECIAL POLICE SERVICES	(2,750,000)	(2,750,000)	-	-
<b>Grand Total</b>	<b>(619,171,109)</b>	<b>(619,171,109)</b>	<b>(110,702,820)</b>	<b>(112,175,195)</b>

**CITY OF HARTFORD**  
**PROPERTY TAX COLLECTIONS REPORT FOR FY23 AND FY24**  
**PROPERTY TAX COLLECTION REPORT THROUGH JULY 31, 2023**

Month	Current Year Taxes		Prior Year Taxes		Interest		Liens Sales		Total Collections	
	Actual FY 23	Actual FY 24	Actual FY 23	Actual FY 24	Actual FY 23	Actual FY 24	Actual FY 23	Actual FY 24	FY 23	FY 24
July	107,971,467	108,382,349	(298,163)	1,209,101 <sup>1</sup>	343,138	334,426	187,912	-	108,204,354	109,925,876
August	41,837,343		835,535		588,188		5,637	-	43,266,703	-
September	2,173,272		743,324		343,968		-	-	3,260,564	-
October	1,843,488		422,659		279,932		-	-	2,546,079	-
November	1,617,965		389,123		212,941		-	-	2,220,029	-
December	12,932,762		792,694		388,100		-	-	14,113,556	-
January	91,000,592		630,563		353,103		-	-	91,984,258	-
February	24,671,648		674,296		525,881		-	-	25,871,825	-
March	2,998,533		490,841		440,357		-	-	3,929,731	-
April	2,087,493		453,871		403,762		-	-	2,945,125	-
May	1,396,702		591,304		376,822		-	-	2,364,828	-
June	1,224,379		1,078,738		760,857		-	-	3,063,974	-
<b>Total Collections</b>	<b>291,755,643</b>	<b>108,382,349</b>	<b>6,804,786</b>	<b>1,209,101</b>	<b>5,017,047</b>	<b>334,426</b>	<b>193,550</b>	<b>-</b>	<b>303,771,026</b>	<b>109,925,876</b>
60 Day Collections	-		-		-		-		-	-
Reclass -- Year End entries	-		-		-		-		-	-
<b>Adjusted Total Collections</b>	<b>291,755,643</b>	<b>108,382,349</b>	<b>6,804,786</b>	<b>1,209,101</b>	<b>5,017,047</b>	<b>334,426</b>	<b>193,550</b>	<b>-</b>	<b>303,771,026</b>	<b>109,925,876</b>
	<b>Current Year Taxes</b>		<b>Prior Year Taxes</b>		<b>Interest</b>		<b>Liens Sales</b>		<b>Total Collections</b>	
	<b>FY 23</b>	<b>FY 24</b>	<b>FY 23</b>	<b>FY 24</b>	<b>FY 23</b>	<b>FY 24</b>	<b>FY 23</b>	<b>FY 24</b>	<b>FY 23</b>	<b>FY 24</b>
<b>Total Budget</b>	285,792,269	292,019,388	5,130,000	4,300,000	3,800,000	4,100,000	-	-	294,722,269	300,419,388
<b>Total current levy (GL 2022) new bills</b>	313,145,577	316,229,322	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
<b>Collections through JULY</b>	107,971,467	108,382,349	(298,163)	1,209,101	343,138	334,426	187,912	-	108,204,354	109,925,876
<b>Outstanding Receivable at 07/31</b>	199,384,896	207,846,973	54,243,393	53,492,652	n/a	n/a	n/a	n/a	n/a	n/a
<b>Timing Adjustment from bridging QDS to Munis</b>		-								
<b>% of Budget Collected</b>	37.78%	37.11%	-5.81%	28.12%	9.03%	8.16%	#DIV/0!	-	36.71%	36.59%
<b>% of Adjusted Levy Collected</b>	34.48%	34.27%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
<b>Mill Rate Real Estate</b>	68.95	68.95								
<b>Mill Rate Personal Property</b>	68.95	68.95								
<b>Mill Rate Motor Vehicle</b>	32.46	32.46								

<sup>1</sup> FY2023 P1- PY levy collections were \$1.18M, however it was offset by credit adjustments from tax appeals and court stipulations.



**Expenditure Summary - Departments**

	FY2024 ADOPTED BUDGET	FY2024 REVISED BUDGET	FY2023 ACTUAL (JULY)	FY2024 ACTUAL (JULY)	FY2024 PROJECTION	VARIANCE FAV/(UNFAV)
00111 MAYOR'S OFFICE	823,510	823,510	27,634	30,717	823,510	0
00112 COURT OF COMMON COUNCIL	978,077	978,077	30,278	31,971	978,077	0
00113 TREASURER	532,905	532,905	17,853	12,679	532,905	0
00114 REGISTRARS OF VOTERS	549,635	549,635	32,015	17,441	549,635	0
00116 CORPORATION COUNSEL	1,529,493	1,529,493	58,179	52,442	1,529,493	0
00117 TOWN & CITY CLERK	985,440	985,440	30,448	30,665	985,440	0
00118 INTERNAL AUDIT	534,412	534,412	22,049	19,471	534,412	0
00119 CHIEF OPERATING OFFICER	1,526,876	1,526,876	130,397	42,658	1,526,876	0
00122 METRO HARTFORD INNOVATION SERV	5,075,732	5,075,732	366,081	422,978	5,075,732	0
00123 FINANCE	4,154,432	4,154,432	135,147	124,756	4,154,432	0
00125 HUMAN RESOURCES	1,971,324	1,971,324	44,183	43,458	1,971,324	0
00128 OFFICE OF MANAGEMENT & BUDGET	1,515,173	1,515,173	41,816	33,126	1,515,173	0
00132 FAMILIES, CHILDREN, YOUTH & RECREATION	5,099,654	5,099,654	1,108,257	183,272	5,099,654	0
00211 FIRE	41,693,957	41,693,957	1,691,342	1,602,066	41,693,957	0
00212 POLICE	53,136,477	53,136,477	2,954,745	2,900,075	53,136,477	0
00213 EMERGENCY SERVICES & TELECOMM.	5,231,157	5,231,157	219,263	242,567	5,231,157	0
00311 PUBLIC WORKS	21,503,825	21,503,825	804,186	880,683	21,503,825	0
00420 DEVELOPMENT SERVICES	6,825,654	6,825,654	173,768	170,802	6,825,654	0
00520 HEALTH AND HUMAN SERVICES	5,758,563	5,758,563	334,210	338,801	5,758,563	0
00711 EDUCATION	284,013,274	284,013,274	8,003,199	8,003,199	284,013,274	0
00721 HARTFORD PUBLIC LIBRARY	9,201,354	9,201,354	721,945	766,800	9,201,354	0
00820 BENEFITS & INSURANCES	101,207,991	101,207,991	7,894,031	7,536,191	101,207,991	0
00821 DEBT SERVICE	17,397,994	17,397,994	1,408,263	9,632	17,397,994	0
00822 NON OP DEPT EXPENDITURES	47,924,200	47,924,200	4,274,243	3,784,403	47,924,200	0
<b>Grand Total</b>	<b>619,171,109</b>	<b>619,171,109</b>	<b>30,523,531</b>	<b>27,280,850</b>	<b>619,171,109</b>	<b>0</b>

Expenditure Summary - Major Expenditure Category

	FY2024 ADOPTED BUDGET	FY2024 REVISED BUDGET	FY2023 ACTUAL (JUNE)	FY2024 ACTUAL (JUNE)	FY2024 PROJECTION	VARIANCE FAV/(UNFAV)
<b>PAYROLL</b>	<b>133,899,419</b>	<b>133,899,419</b>	<b>6,432,080</b>	<b>6,309,090</b>	<b>133,899,419</b>	<b>0</b>
FT	110,437,922	110,437,922	4,903,722	4,433,790	110,437,922	0
HOL	2,512,845	2,512,845	200,341	205,515	2,512,845	0
OT	17,939,894	17,939,894	1,124,956	1,479,536	17,939,894	0
PT	3,008,758	3,008,758	203,061	190,249	3,008,758	0
<b>BENEFITS</b>	<b>101,207,991</b>	<b>101,207,991</b>	<b>7,894,031</b>	<b>7,536,191</b>	<b>101,207,991</b>	<b>0</b>
HEALTH	36,040,964	36,040,964	2,210,458	2,774,275	36,040,964	0
MITIGATION	(1,190,000)	(1,190,000)	0	0	(1,190,000)	0
PENSION	51,065,923	51,065,923	4,634,719	3,699,506	51,065,923	0
INSURANCE	5,356,373	5,356,373	156,563	151,979	5,356,373	0
FRINGE REIMBURSEMENTS	(2,947,953)	(2,947,953)	0	0	(2,947,953)	0
LIFE INSURANCE	231,987	231,987	19,205	19,492	231,987	0
OTHER BENEFITS	4,579,297	4,579,297	426,106	443,023	4,579,297	0
WAGE	3,296,400	3,296,400	0	0	3,296,400	0
WORKERS COMP	4,775,000	4,775,000	446,979	447,917	4,775,000	0
<b>DEBT</b>	<b>17,397,994</b>	<b>17,397,994</b>	<b>1,408,263</b>	<b>9,632</b>	<b>17,397,994</b>	<b>0</b>
DEBT	17,397,994	17,397,994	1,408,263	9,632	17,397,994	0
<b>LIBRARY</b>	<b>9,201,354</b>	<b>9,201,354</b>	<b>721,945</b>	<b>766,800</b>	<b>9,201,354</b>	<b>0</b>
LIBRARY	9,201,354	9,201,354	721,945	766,800	9,201,354	0
<b>MHIS</b>	<b>5,075,732</b>	<b>5,075,732</b>	<b>366,081</b>	<b>422,978</b>	<b>5,075,732</b>	<b>0</b>
MHIS	5,075,732	5,075,732	366,081	422,978	5,075,732	0
<b>UTILITY</b>	<b>30,331,815</b>	<b>30,331,815</b>	<b>3,884,200</b>	<b>3,557,422</b>	<b>30,331,815</b>	<b>0</b>
UTILITY	30,331,815	30,331,815	3,884,200	3,557,422	30,331,815	0
<b>OTHER</b>	<b>38,043,530</b>	<b>38,043,530</b>	<b>1,813,734</b>	<b>675,539</b>	<b>38,043,530</b>	<b>0</b>
COMMUNITY ACTIVITIES	2,908,059	2,908,059	912,991	7,807	2,908,059	0
CONTINGENCY	3,042,749	3,042,749	(1,349)	0	3,042,749	0
CONTRACTED SERVICES	7,144,875	7,144,875	47,742	42,911	7,144,875	0
ELECTIONS	465,395	465,395	0	0	465,395	0
GOVT AGENCY & OTHER	44,386	44,386	20,579	0	44,386	0
LEASES - OFFICES PARKING COPIER	1,985,083	1,985,083	230,016	226,970	1,985,083	0
LEGAL EXPENSES & SETTLEMENTS	3,462,500	3,462,500	20,330	(37,000)	3,462,500	0
OTHER	5,618,743	5,618,743	352,031	263,673	5,618,743	0
OUT AGENCY	100,000	100,000	0	0	100,000	0
POSTAGE	200,000	200,000	75,618	0	200,000	0
SUPPLY	4,726,059	4,726,059	80,583	93,170	4,726,059	0
TECH, PROF & COMM BASED SERVICES	4,360,068	4,360,068	75,193	78,008	4,360,068	0
VEHICLE & EQUIP	3,985,613	3,985,613	0	0	3,985,613	0
<b>EDUCATION</b>	<b>284,013,274</b>	<b>284,013,274</b>	<b>8,003,199</b>	<b>8,003,199</b>	<b>284,013,274</b>	<b>0</b>
EDUCATION	284,013,274	284,013,274	8,003,199	8,003,199	284,013,274	0
<b>Grand Total</b>	<b>619,171,109</b>	<b>619,171,109</b>	<b>30,523,531</b>	<b>27,280,850</b>	<b>619,171,109</b>	<b>0</b>

# Appendix

## FY2024 Full-time (FT) Payroll (July)

DEPARTMENTS	BUDGETED HC	BUDGETED ANNUAL AMOUNT (REV)	PROJECTION	VARIANCE (BUDGETED ANNUAL AMOUNT (REV) - YTD ACTUALS)
111-Mayor	8	787,262	787,262	0
112-CCC	9	544,759	544,759	0
113- Treas	9	416,670	416,670	0
114- ROV	7	392,426	392,426	0
116-Corp Counsel	15	1,471,313	1,471,313	0
117- Clerk	12	817,806	817,806	0
118-Audit	5	509,739	509,739	0
119-COO	16	1,290,197	1,290,197	0
123- FIN	48	3,824,744	3,824,744	0
125- HR	16	1,206,099	1,206,099	0
128-OMBG	12	1,040,443	1,040,443	0
132-FCYR	14	1,058,104	1,058,104	0
211- Fire	375	31,556,334	31,556,334	0
212- Police	517	44,458,835	44,458,835	0
213- EST	57	4,048,679	4,048,679	0
311- DPW	232	13,564,144	13,564,144	0
420- Devel Serv	66	5,087,165	5,087,165	0
520- HHS	38	2,817,443	2,817,443	0
<b>Grand Total</b>	<b>1,456</b>	<b>114,892,162</b>	<b>114,892,162</b>	<b>0</b>

FT- Fire Attrition	(493,776)
FT- Police Attrition	(4,071,069)
FT- Net other payroll	110,605
<b>FT- Total Revised Budget</b>	<b>110,437,922</b>

### Assumptions

1) Adopted head count is 1475 with 19 MHIS positions funded in the MHIS internal service fund.



## MEMO

**From:** Paul Foster  
**To:** Dr. Leslie Torres-Rodriguez  
**Date:** September 7, 2023  
**Re:** Preliminary 2022-23 Financial Results

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Attached please find our preliminary 2022-2023 financial results. Note that these results include entries made in Period 13 (after June 30), but are still subject to some final adjustments, and have not yet been audited by our external auditors.

For the full fiscal year, expenditures across all funding sources totaled \$474.4 million. Expenditures in our General Fund were \$296.4 million, or \$12.4 million over budget. Very importantly, though, that deficit figure does not include use of our \$5.6 million non-lapsing account or \$6.8 million from the Magnet School Tuition Offset Grant. Once those adjustments have been made, the deficit in the General Fund will be eliminated.

As you are aware, most of the negative variances we had during the year, compared to the adopted budget, were in transportation, tuition, and fringe benefit costs. There was also a significant shortfall in our State revenues compared with what we had expected to receive. These negatives were only partially offset by lower-than expected expenditures in severance costs and utilities. We also recovered nearly \$1.4 more than we expected to in indirect costs from our Federal grants.

While some of these headwinds will continue into the 2023-24 year, I am happy to share that the we were able to overcome nearly \$26 million in adverse development in the budget by the end of the 2022-23 fiscal year.

Let me know if you have any questions on the information above or the attached Period 11 financial reports.



Preliminary, unaudited

All Funds Budget  
Financial Position Report as of 9/6/2023  
For: 7/1/2022 to 8/31/2023 Period: 1 to 13



Description	Series	FY 2022-23 Adopted Budget	FY 2022-23 Adjusted Budget	Year To Date Expenditures	Year To Date Encumbered Committed	Balance
Certified Salaries	100	148,818,657	154,620,727	148,633,669	-	5,987,058
Severance/Other	199	1,215,000	2,722,065	3,137,591	-	(415,527)
<b>Certified Salaries Total</b>		<b>150,033,657</b>	<b>157,342,791</b>	<b>151,771,260</b>	-	<b>5,571,531</b>
Non Cert Salaries	200	60,650,649	64,523,830	62,478,682	-	2,045,148
Severance/Other	299	383,498	1,355,721	1,409,862	-	(54,141)
<b>Non Certified Salaries Total</b>		<b>61,034,147</b>	<b>65,879,551</b>	<b>63,888,544</b>	-	<b>1,991,007</b>
Instructional Improvements	322	3,323,268	12,133,388	10,228,934	-	1,904,454
Professional Services	333	3,186,676	12,885,271	10,384,572	-	2,500,699
MHIS/IT Services	335	3,075,236	3,575,236	3,575,236	-	-
<b>Professional Contracts &amp; Svs</b>		<b>9,585,180</b>	<b>28,593,895</b>	<b>24,188,742</b>	-	<b>4,405,153</b>
Maint Supplies & Services	442	384,500	376,183	371,768	-	4,414
Maintenance Contracts	443	3,237,089	4,209,770	4,189,445	-	40,559
Rental - Equip & Facilities	444	1,819,386	1,572,796	2,281,345	-	(708,549)
Building Improvements	445	641,500	3,522,041	2,184,674	-	1,337,367
<b>Purchased Property Services</b>		<b>6,082,476</b>	<b>9,680,790</b>	<b>9,027,232</b>	-	<b>673,792</b>
Transportation	551	21,657,931	28,759,319	28,525,803	-	233,517
Communications	553	2,399,489	5,717,321	4,239,591	-	1,477,730
Advertising	554	309,106	358,922	304,459	-	54,462
Printing & Binding	555	76,750	13,798	2,458	-	11,340
Tuition	556	100,998,020	113,916,496	103,425,504	-	10,490,991
Travel & Conferences	558	170,309	223,675	161,459	-	62,216
Misc Services	559	875,028	1,061,244	947,969	-	113,275
<b>Systemwide Purchased Svs Total</b>		<b>126,486,634</b>	<b>150,050,775</b>	<b>137,607,243</b>	-	<b>12,443,532</b>
Instructional & Other Supplies	610	5,882,717	13,286,387	6,009,557	-	7,276,830
Utilities	620	9,395,846	8,529,439	8,529,439	-	-
Text & Library Books	640	118,179	75,377	69,970	-	5,407
Misc Supplies	690	1,021,161	3,731,059	2,823,912	-	907,148
<b>Supplies &amp; Materials Total</b>		<b>16,417,903</b>	<b>25,622,263</b>	<b>17,432,877</b>	-	<b>8,189,385</b>
Equipment	730	1,546,737	6,522,106	5,763,815	-	808,770
<b>Outlay Total</b>		<b>1,546,737</b>	<b>6,522,106</b>	<b>5,763,815</b>	-	<b>808,770</b>
Organization Dues	810	221,637	208,986	184,630	-	24,356
Legal Judgments	820	220,000	57,100	57,100	-	-
Other Operating Expenses	899	(4,950,422)	(4,672,460)	737,756	-	(5,410,216)
<b>Other Misc Expend Total</b>		<b>(4,508,785)</b>	<b>(4,406,374)</b>	<b>979,486</b>	-	<b>(5,385,860)</b>
Fringe Benefits/Insurances	990	56,610,605	61,226,458	63,765,117	-	(2,538,659)
Contingency	998	-	-	-	-	-
Indirect	999	44,814	367,891	-	-	367,891
<b>Sundry Total</b>		<b>56,655,419</b>	<b>61,594,348</b>	<b>63,765,117</b>	-	<b>(2,170,768)</b>
<b>All Funds Budget Total</b>		<b>423,333,368</b>	<b>500,880,144</b>	<b>474,424,316</b>	-	<b>26,455,828</b>



Preliminary, unaudited

General Fund Budget  
Financial Position Report as of 9/6/2023  
For: 7/1/2022 to 6/30/2023 Period: 1 to 13



Description	Series	FY 2022-23 Adopted Budget	FY 2022-23 Adjusted Budget	Year To Date Expenditures	Year To Date Encumbered Committed	Balance
Certified Salaries	100	82,586,376	77,651,184	78,701,624	-	(1,050,441)
Severance/Other	199	1,215,000	213,459	213,459	-	-
<b>Certified Salaries Total</b>		<b>83,801,376</b>	<b>77,864,643</b>	<b>78,915,083</b>	-	<b>(1,050,441)</b>
Non Cert Salaries	200	37,814,549	33,118,851	33,255,949	-	(137,097)
Severance/Other	299	383,498	466,669	466,669	-	-
<b>Non Certified Salaries Total</b>		<b>38,198,047</b>	<b>33,585,520</b>	<b>33,722,617</b>	-	<b>(137,097)</b>
Instructional Improvements	322	285,649	3,922,566	3,918,392	-	4,174
Professional Services	333	1,245,178	1,205,741	1,223,857	-	(18,117)
MHIS/IT Services	335	2,278,990	2,778,990	2,778,990	-	-
<b>Professional Contracts &amp; Svs</b>		<b>3,809,817</b>	<b>7,907,297</b>	<b>7,921,239</b>	-	<b>(13,942)</b>
Maint Supplies & Services	442	382,000	368,754	368,754	-	-
Maintenance Contracts	443	3,124,853	3,623,231	3,623,231	-	20,234
Rental - Equip & Facilities	444	1,520,933	1,111,449	1,835,171	-	(723,723)
Building Improvements	445	612,900	472,945	472,945	-	-
<b>Purchased Property Services</b>		<b>5,640,686</b>	<b>5,576,379</b>	<b>6,300,102</b>	-	<b>(703,489)</b>
Transportation	551	21,054,178	26,400,370	26,400,370	-	-
Communications	553	485,955	497,121	497,121	-	-
Advertising	554	71,606	76,689	55,829	-	20,860
Printing & Binding	555	51,250	250	250	-	-
Tuition	556	92,715,120	97,089,346	93,784,034	-	3,305,312
Travel & Conferences	558	112,509	118,038	118,038	-	-
Misc Services	559	471,402	432,451	432,451	-	-
<b>Systemwide Purchased Svs Total</b>		<b>114,962,020</b>	<b>124,614,265</b>	<b>121,288,094</b>	-	<b>3,326,172</b>
Instructional & Other Supplies	610	1,840,449	1,698,266	1,694,872	-	3,394
Utilities	620	7,515,516	6,751,546	6,748,332	-	3,214
Text & Library Books	640	22,600	8,253	8,053	-	200
Misc Supplies	690	448,895	520,772	522,656	-	(1,884)
<b>Supplies &amp; Materials Total</b>		<b>9,827,460</b>	<b>8,978,837</b>	<b>8,973,913</b>	-	<b>4,924</b>
Equipment	730	567,216	507,015	510,683	-	46,812
<b>Outlay Total</b>		<b>567,216</b>	<b>507,015</b>	<b>510,683</b>	-	<b>46,812</b>
Organization Dues	810	146,637	111,152	111,152	-	-
Legal Judgments	820	220,000	57,100	57,100	-	-
Other Operating Expenses	899	(5,342,206)	(5,242,415)	439,521	-	(5,681,936)
<b>Other Misc Expend Total</b>		<b>(4,975,569)</b>	<b>(5,074,163)</b>	<b>607,773</b>	-	<b>(5,681,936)</b>
Fringe Benefits/Insurances	990	33,637,633	31,508,893	40,945,434	-	(9,436,542)
Contingency	998	-	-	-	-	-
Indirect	999	(1,455,407)	(1,455,407)	(2,810,916)	-	1,355,510
<b>Sundry Total</b>		<b>32,182,226</b>	<b>30,053,486</b>	<b>38,134,518</b>	-	<b>(8,081,032)</b>
<b>General Fund Budget Total</b>		<b>284,013,279</b>	<b>284,013,279</b>	<b>296,374,023</b>	-	<b>(12,360,744)</b>



Preliminary,  
unaudited

Special Fund Budget  
Financial Position Report as of 9/5/2023  
For: 7/1/2022 to 6/30/2023 Period: 1 to 13



Grant Name	Grant Year	FY 2022-23 Adopted Budget	FY 2022-23 Adjusted Budget	Year To Date Expenditures	Year To Date Encumb/Commitment	Year To Date Revenue	Balance
<b>Federal Grants</b>							
ADULT EDUCATION PIP	2023	40,000	40,000	-	-	0	40,000
AMERICAN RESCUE PLAN ARP-ESSER III	2021	(30,900)	39,388,528	31,621,689	-	8,323,766	7,766,838
ARP ESSER SPPT	2023	198,987	400,000	43,544	-	43,544	356,456
ARP HCY II HOMELESS CHILDREN & YOUTH	2021	-	385,096	61,466	-	43,182	323,630
ARP IDEA PART B 611	2022	-	1,082,595	1,069,912	-	1,037,608	12,683
ARP IDEA PART B 619 PRESCHOOL	2022	-	127,576	127,287	-	125,411	290
ARP/ESSER HCYI Homeless Child&Youth	2022	-	64,800	-	-	0	64,800
ARPA EXPAND SUPP FOR L.E.A.P.	2023	-	75,000	50,641	-	0	24,359
ARPA-INTERDISTRICT MAGNET TUITION	2023	-	7,160,088	-	-	7,160,088	7,160,088
ARP-ESSER III subgrant SEIG	2022	-	-	(20,000)	-	0	20,000
CARL D. PERKINS	2022	-	-	(564)	-	0	564
CARL D. PERKINS	2023	591,485	673,150	607,650	-	625,000	65,500
CONSOLIDATED TITLE 3 IMMIGRANT	2022	-	15,999	15,465	-	0	533
CONSOLIDATED TITLE 3 IMMIGRANT	2023	-	9,000	-	-	0	9,000
CT CHILDREN MEDICAL CENTER-DWORKIN	2022	-	983,585	115,437	-	0	868,148
CT CHILDREN MEDICAL CENTER-DWORKIN	2023	825,030	1,000,000	163,310	-	0	836,690
EDUC-HOMELESS CHILDREN-YOUTH McVEN	2022	-	64,800	42,721	-	0	22,079
ESSER II - FAMILY RESOURCE CENTER	2022	-	125,000	125,000	-	125,000	-
ESSER II SET-ASIDE (CRRSA ACT)	2021	-	1,207,514	1,207,514	-	0	-
ESSER II (CRRSA ACT) Covid-19	2021	-	22,682,037	22,053,386	-	4,787,538	628,650
ESSER II Bonus Dyslexia Recovery	2022	-	37,050	37,050	-	37,050	-
ESSER II Bonus Spec Population \$25K	2022	-	25,000	25,000	-	25,000	0
ESSER II SPED Recovery Activities	2022	-	105,605	65,984	-	68,305	39,621
FAFSA CHALLENGE	2023	-	20,000	16,622	-	16,394	3,378
IDEA PART B SECTION 611	2022	982,361	2,519,643	2,489,088	-	1,309,814	30,555
IDEA PART B SECTION 611	2023	6,549,072	6,549,072	3,730,813	-	3,600,000	2,818,259
IDEA PART B, SECTION 619 PRE-SCHOOL	2022	30,617	176,341	175,414	-	125,913	927
IDEA PART B, SECTION 619 PRE-SCHOOL	2023	204,114	204,114	29,533	-	96,094	174,581
OD ESSA SIG C02-BURNS	2022	-	92,771	60,297	-	65,300	32,474
OD ESSA SIG C02-BURNS	2023	405,300	500,000	355,982	-	355,000	144,018
OD ESSA SIG C02-MILNER	2022	-	193,041	132,435	-	192,524	60,606
OD ESSA SIG C02-MILNER	2023	425,324	500,000	336,545	-	280,903	163,455
OD ESSA SIG C02-MLKING	2022	-	192,877	113,169	-	140,000	79,708
OD ESSA SIG C02-MLKING	2023	425,000	385,624	219,121	-	154,740	166,503
OD ESSA SIG C02-SAND	2022	-	80,462	75,473	-	65,000	4,988
OD ESSA SIG C02-SAND	2023	390,000	375,000	269,049	-	424,670	105,951
OD ESSA SIG C02-SMSA	2022	-	202,777	193,711	-	189,000	9,067
OD ESSA SIG C02-SMSA	2023	500,000	375,000	298,057	-	304,171	76,943
OD ESSA SIG C02-WISH	2022	-	57,379	49,388	-	40,000	7,991
OD ESSA SIG C02-WISH	2023	390,000	500,000	381,227	-	442,000	118,773
OD ESSA SIG CO2-WHS	2022	-	292,982	292,982	-	271,000	-
OD ESSA SIG CO2-WHS	2023	500,000	400,000	349,636	-	261,516	50,364
PARAEDUCATOR PROF DEV ACTIVITIES	2022	-	5,000	5,000	-	5,000	-
SEDS IMPLEMENTATION STIPEND	2023	-	52,500	49,656	-	48,946	2,844
SPECIAL EDUCATION ACTIVITIES-STIPND	2022	-	10,000	6,000	-	10,000	4,000
TITLE 1 PART A 1003 SIG (BULKELEY)	2021	-	94	94	-	0	-
TITLE 1 PART A 1003 SIG (PARKVILLE)	2021	-	7,101	7,101	-	0	-
TITLE 1, PART D, NEG & DEL	2023	68,673	42,937	-	-	0	42,937
TITLE 2 PART A, TEACHERS	2022	170,400	313,094	296,169	-	227,201	16,925
TITLE 2 PART A, TEACHERS	2023	1,136,003	1,184,136	870,738	-	945,000	313,399
TITLE 3 PART A, ENGLISH LANGUAGE	2022	81,485	343,628	338,109	-	318,235	5,519
TITLE 3 PART A, ENGLISH LANGUAGE	2023	543,235	517,544	273,304	-	300,000	244,240
TITLE I IMPROVING BASIC PROGRAMS	2022	2,593,222	3,574,931	3,490,424	-	2,502,872	84,507
TITLE I IMPROVING BASIC PROGRAMS	2023	12,397,228	12,669,101	8,203,673	-	8,000,000	4,465,428
TITLE IV-A SOC SUPPT & ACAD ENRICH	2022	141,915	460,891	384,757	-	575,618	76,134
TITLE IV-A SOC SUPPT & ACAD ENRICH	2023	946,097	934,571	411,480	-	408,279	523,091
<b>Total Federal Grants:</b>		<b>30,504,647</b>	<b>109,385,032</b>	<b>81,317,539</b>	<b>-</b>	<b>44,076,682</b>	<b>28,067,493</b>





Preliminary,  
unaudited

Special Fund Budget  
Financial Position Report as of 9/5/2023  
For: 7/1/2022 to 6/30/2023 Period: 1 to 13



Grant Name	Grant Year	FY 2022-23 Adopted Budget	FY 2022-23 Adjusted Budget	Year To Date Expenditures	Year To Date Encumb/Commitment	Year To Date Revenue	Balance
<b>State Grants:</b>							
ADULT EDUCATION - PROVIDER (STATE)	2023	1,729,660	1,665,803	1,666,551	-	1,604,092	(748)
ADULT EDUCATION CEE1-LITERACY VOL	2023	110,228	111,417	111,417	-	0	-
ADULT EDUCATION CEE2 - URBAN LEAGUE	2023	6,076	6,461	6,461	-	119,830	-
ALLIANCE - GOVENORS TURNAROUND	2023	27,740,159	25,904,562	25,904,562	-	25,904,562	-
CHILD HEALTH & DEVELOP INSTITUTE CT	2022	-	-	-	-	4,345	-
CHILD HEALTH & DEVELOP INSTITUTE CT	2023	-	-	-	-	1,032	-
COMMISSIONER'S NETWORK S1 HPHS	2023	-	830,358	802,346	-	830,358	28,012
COMMISSIONER'S NETWORK S2-McDonough	2023	-	605,000	490,497	-	562,000	114,503
CREC OPEN CHOICE-K	2023	-	-	-	-	52,000	-
CSDE - TEAM MENTORSHIP PROGRAM	2022	-	-	-	-	41,583	-
CT DEPT OF PUBLIC HEALTH	2023	875,000	875,000	875,000	-	936,120	-
DEPT OF AG - CT GROWN 4 CT KIDS	2022	-	18,971	11,177	-	0	7,794
DEPT OF PUBLIC HEALTH - ORAL HEALTH	2023	-	50,000	49,701	-	50,000	299
EXTENDED SCHOOL HOURS	2023	325,000	339,084	284,990	-	339,084	54,094
FAMILY RESOURCE CENTER PROGRAM	2023	508,250	508,625	508,625	-	508,625	-
FIRST ROBOTICS GRANT UHSSE	2023	-	6,250	4,053	-	6,250	2,197
INTERDIST MAGNET ACADEMIC/EXTRAPLAN	2023	-	146,000	35,263	-	0	110,737
INTERDIST MAGNET ACADEMIC/EXTRAPROG	2023	-	1,619,420	436,397	-	466,456	1,183,023
MAGNET ACAD/SOC INCREASE ACCEPTANCE	2023	-	420,000	329,403	-	420,000	90,597
MAGNET DEVELOPMENT & PLANNING	2023	-	61,000	60,199	-	61,000	802
MAGNET SCHOOL JOINT MAGNET OFFICE	2023	850,000	850,000	694,086	-	646,751	155,914
MAGNET SCHOOL OPERATING GRANT	2023	56,546,141	48,866,050	48,965,203	-	48,964,581	(99,153)
OPEN CHOICE SLOTS (RECEIVING DIST)	2022	-	-	-	-	367,931	-
OPEN CHOICE SLOTS (RECEIVING DIST)	2023	150,000	150,000	140,006	-	0	9,994
PARENT TRUST FUND GRANT	2023	-	19,197	12,582	-	19,197	6,615
PRIORITY SCHOOL DISTRICTS	2023	4,399,999	4,415,953	4,415,953	-	4,415,953	0
PSD FamilyFee Replacement SchReadi	2022	-	3,037	573	-	0	2,464
PSD-SUMMER SCHOOL	2023	375,000	389,859	389,859	-	389,859	-
SBHC-MATERNAL HEALTH & CHILD BLOCK	2023	125,000	125,000	122,730	-	124,998	2,270
SCHOOL READINESS GRANT	2023	2,190,000	2,190,000	2,165,008	-	1,909,256	24,992
SCHOOL READINESS/DAY CARE STIPENDS	2023	-	181,003	168,712	-	185,912	12,291
SCHOOL SECURITY GRANT	2020	-	-	-	-	619,654	-
SCHOOL SECURITY GRANT	2022	-	123,360	-	-	0	123,360
SHEFF MARKETING GRANT	2023	-	86,714	25,000	-	86,714	61,714
SHEFF OC ACCEPTANCE RATE	2023	-	3,600	2,690	-	2,690	910
SHEFF OC EDUCATIONAL ENHANCEMENT	2023	-	3,600	3,600	-	3,600	-
SHEFF SETTLEMENT-OC ACADEMIC/SOCIAL	2023	-	134,225	109,097	-	110,000	25,128
STATE BILINGUAL EDUCATION	2023	216,080	393,539	286,501	-	393,539	107,038
STATE EDUCATION RESOURCE CENTER	2022	-	25,000	22,717	-	25,000	2,283
SUPPT FOR PREGNANT/PARENTING TEENS	2023	(400,000)	-	-	-	0	-
<b>Total State Grants:</b>		<b>95,746,593</b>	<b>91,128,088</b>	<b>89,100,959</b>	<b>-</b>	<b>90,172,972</b>	<b>2,027,129</b>



Preliminary,  
unaudited

Special Fund Budget  
Financial Position Report as of 9/5/2023  
For: 7/1/2022 to 6/30/2023 Period: 1 to 13



Grant Name	Grant Year	FY 2022-23 Adopted Budget	FY 2022-23 Adjusted Budget	Year To Date Expenditures	Year To Date Encumb/Commitment	Year To Date Revenue	Balance
<b>Private/Foundation Grants/Fees:</b>							
BARR FOUNDATION G-II	2022	-	203,288	191,399	-	0	11,889
BARR FOUNDATION G-II	2023	50,000	100,000	98,506	-	100,000	1,494
CAS UNIFIED SPORTS/SPECIAL OLYMPICS	2023	-	1,000	-	-	1,000	1,000
CHORAL CLUB OF HARTFORD	2023	-	-	-	-	56,983	-
CT COALITION AGAINST DOMESTIC VIOLE	2022	-	3,000	288	-	3,000	2,712
DALIO FOUNDATION	2022	-	23,121	21,905	-	0	1,216
DALIO FOUNDATION	2023	-	31,000	13,433	-	31,000	17,567
FEE COLLECTION - PRE-K	2022	-	-	45,794	-	-44	(45,794)
FEE COLLECTION - PRE-K	2023	12,000	24,500	40,640	-	153,455	(16,140)
GRANTS ACCOUNTING SUNDRY	2099	-	-	(5,442,546)	-	0	5,442,546
HARTFORD FOUNDATION PUBLIC GIVING	2022	-	31,685	27,956	-	0	3,729
HARTFORD FOUNDATION PUBLIC GIVING	2023	-	13,500	13,168	-	13,500	332
INSURANCE BILLING - MEDICAID(SBCH)	2022	-	-	-	-	-473,485	-
INSURANCE BILLING - MEDICAID(SBCH)	2023	2,904,628	2,904,628	763,736	-	763,736	2,140,892
INSURANCE BILLING - MEDICAL REIMB	2022	-	-	-	-	-3,805,283	-
INSURANCE BILLING - MEDICAL REIMB	2023	2,281,826	2,281,826	2,047,371	-	4,848,893	234,455
ISIDORE & SELMA WISE TRAVEL FOUN	2023	-	43,920	31,947	-	34,000	11,972
JEAN FRANK SCHOLARSHIP FUND	2022	-	43,000	-	-	0	43,000
L.E.A.P.	2022	-	972,689	346,864	-	-625,621	625,825
LAURA BUSH FOUNDATION / LIBRARIES	2022	-	5,000	5,000	-	5,000	-
MOCKINGBIRD FOUNDATION	2023	-	-	-	-	1,000	-
MULTISOURCE - FOR SCHOOL	2022	-	2,000	1,525	-	0	475
MULTISOURCE - FOR SCHOOL	2023	-	9,690	2,922	-	9,290	6,768
NASSAU (formerly PHOENIX LIFE)	2021	-	18,702	1,572	-	0	17,130
NASSAU (formerly PHOENIX LIFE)	2023	-	-	81	-	0	(81)
PARTNERSHIP FUNDS (VARIOUS SOURCES)	2019	-	17,970	4,977	-	0	12,993
PARTNERSHIP FUNDS (VARIOUS SOURCES)	2022	-	-	132	-	0	(132)
PARTNERSHIP FUNDS (VARIOUS SOURCES)	2023	-	23,066	22,375	-	29,235	691
PRATT & WHITNEY	2022	-	5,000	630	-	25,200	4,370
PROJECT LEAD THE WAY, INC	2023	-	-	-	-	10,000	-
QUALVOICE LLC	2022	-	12,500	3,495	-	0	9,005
RISE AND SHINE CT	2023	-	2,500	2,368	-	2,500	132
SCHOFF & REARDON PLLC	2023	-	-	-	-	7,954	-
SPECIAL EDUCATION EXCESS COST	2023	5,329,382	6,718,655	6,718,655	-	6,718,655	-
STOCKTON FARMER/MEGAN BRADLEY	2023	1,013	1,013	-	-	1,013	1,013
THE DICK'S SPORTING GOODS FOUNDATIO	2023	-	-	-	-	5,000	-
THE STATE EDUCATION RESOURCE CENTER	2023	-	-	-	-	2,500	-
TRAVELERS	2019	-	-	-	-	-229,790	-
TRAVELERS	2020	-	-	-	-	-175,034	-
TRAVELERS	2022	-	393,490	189,241	-	404,824	204,248
Travelers Other	2009	-	-	-	-	25,342	-
TUITION BILLING - SPECIAL EDUCATION	2022	1,490,000	-	25,809	-	-63,588	(25,809)
TUITION BILLING - SPECIAL EDUCATION	2023	1,000,000	2,466,002	2,451,642	-	4,175,753	14,361
YOUTH COMMISSION MINI GRANT	2023	-	1,000	910	-	1,000	90
<b>Total Private/Foundation Grants/Fees:</b>		<b>13,068,849</b>	<b>16,353,745</b>	<b>7,631,795</b>	<b>-</b>	<b>12,056,989</b>	<b>8,721,950</b>
<b>Total All Grants:</b>		<b>139,320,089</b>	<b>216,866,866</b>	<b>178,050,293</b>	<b>-</b>	<b>146,306,644</b>	<b>38,816,573</b>



**MEMO**

**From:** Paul Foster  
**To:** Dr. Leslie Torres-Rodriguez  
**Date:** September 7, 2023  
**Re:** July 2023 Financial Results

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Attached please find our financial results covering July 2023.

As you might expect, July is typically a quiet month for Hartford public schools, as expenditures have not fully ramped up for the new school year. Total expenditures were \$5.1 million, which is a bit lower than the amount we spent in the same period last year. The bulk of those expenditures were related to salary and fringe benefit costs for our 12-month employees and for those involved in our summer programming.

We also encumbered approximately \$13.6 million on new purchase orders, primarily for utilities and annual maintenance and service contracts, which is normal for the beginning of the fiscal year.

Let me know if you have any questions on the information above or the attached Period 1 financial reports.



**All Funds Budget**  
 Financial Position Report as of 9/5/2023  
 For: 7/1/2023 to 7/31/2023 Period: 1 to 1



Description	Series	FY 2023-24 Adopted Budget	FY 2023-24 Adjusted Budget	Year To Date Expenditures	Year To Date Encumbered Committed	Balance
Certified Salaries	100	141,582,874	143,924,179	1,461,130	-	142,463,049
Severance/Other	199	1,215,000	1,215,000	-	-	1,215,000
<b>Certified Salaries Total</b>		<b>142,797,874</b>	<b>145,139,179</b>	<b>1,461,130</b>	<b>-</b>	<b>143,678,049</b>
Non Cert Salaries	200	56,411,133	57,567,493	2,429,301	-	55,138,192
Severance/Other	299	383,498	383,498	-	-	383,498
<b>Non Certified Salaries Total</b>		<b>56,794,631</b>	<b>57,950,991</b>	<b>2,429,301</b>	<b>-</b>	<b>55,521,690</b>
Instructional Improvements	322	5,181,272	6,888,280	-	-	6,888,280
Professional Services	333	2,259,964	3,553,782	213,654	84,880	3,255,248
MHIS/IT Services	335	3,535,236	3,535,236	-	-	3,535,236
<b>Professional Contracts &amp; Svs</b>		<b>10,976,473</b>	<b>13,977,298</b>	<b>213,654</b>	<b>84,880</b>	<b>13,678,764</b>
Maint Supplies & Services	442	420,429	420,429	-	235,000	185,429
Maintenance Contracts	443	3,113,519	4,625,492	-	2,163,080	2,467,653
Rental - Equip & Facilities	444	2,526,071	1,037,198	14,925	182,635	839,638
Building Improvements	445	610,000	2,215,647	-	83,340	2,582,108
<b>Purchased Property Services</b>		<b>6,670,018</b>	<b>8,298,766</b>	<b>14,925</b>	<b>2,664,055</b>	<b>6,074,828</b>
Transportation	551	27,115,571	27,275,488	-	-	27,275,325
Communications	553	2,642,338	2,964,982	7,806	512,578	2,444,597
Advertising	554	266,118	500,018	-	-	500,018
Printing & Binding	555	72,185	72,185	-	-	72,185
Tuition	556	108,212,370	109,647,961	(5,814)	-	109,653,775
Travel & Conferences	558	234,118	234,618	7,129	-	227,489
Misc Services	559	936,360	1,092,524	774	-	1,091,750
<b>Systemwide Purchased Svs Total</b>		<b>139,479,060</b>	<b>141,787,775</b>	<b>9,895</b>	<b>512,578</b>	<b>141,265,140</b>
Instructional & Other Supplies	610	5,659,776	6,317,949	188	873,988	5,444,475
Utilities	620	9,406,986	9,405,856	438	9,329,501	75,917
Text & Library Books	640	126,760	151,176	-	-	151,176
Misc Supplies	690	854,933	2,230,594	208	40,290	2,190,096
<b>Supplies &amp; Materials Total</b>		<b>16,048,455</b>	<b>18,105,574</b>	<b>833</b>	<b>10,243,778</b>	<b>7,861,664</b>
Equipment	730	1,527,732	2,482,857	-	10,000	2,472,857
<b>Outlay Total</b>		<b>1,527,732</b>	<b>2,482,857</b>	<b>-</b>	<b>10,000</b>	<b>2,472,857</b>
Organization Dues	810	248,779	274,241	8,814	-	265,427
Legal Judgments	820	120,000	120,000	-	-	120,000
Other Operating Expenses	899	(1,094,216)	(924,197)	2,866	6,197	(933,260)
<b>Other Misc Expend Total</b>		<b>(725,437)</b>	<b>(529,956)</b>	<b>11,680</b>	<b>6,197</b>	<b>(547,834)</b>
Fringe Benefits/Insurances	990	55,814,768	56,176,469	946,587	63,367	55,166,516
Contingency	998	-	-	-	-	-
Indirect	999	-	-	-	-	-
<b>Sundry Total</b>		<b>55,814,768</b>	<b>56,176,469</b>	<b>946,587</b>	<b>63,367</b>	<b>55,166,516</b>
<b>All Funds Budget Total</b>		<b>429,383,573</b>	<b>443,388,953</b>	<b>5,088,005</b>	<b>13,584,856</b>	<b>424,716,092</b>



**General Fund Budget**  
 Financial Position Report as of 9/5/2023  
 For: 7/1/2023 to 7/31/2023 Period: 1 to 1



Description	Series	FY 2023-24 Adopted Budget	FY 2023-24 Adjusted Budget	Year To Date Expenditures	Year To Date Encumbered Committed	Balance
Certified Salaries	100	80,057,293	79,877,687	633,009	-	79,244,678
Severance/Other	199	1,215,000	1,215,000	-	-	1,215,000
<b>Certified Salaries Total</b>		<b>81,272,293</b>	<b>81,092,687</b>	<b>633,009</b>	-	<b>80,459,678</b>
Non Cert Salaries	200	35,334,171	35,497,426	1,384,344	-	34,113,082
Severance/Other	299	383,498	383,498	-	-	383,498
<b>Non Certified Salaries Total</b>		<b>35,717,669</b>	<b>35,880,924</b>	<b>1,384,344</b>	-	<b>34,496,580</b>
Instructional Improvements	322	1,325,967	1,328,967	-	-	1,328,967
Professional Services	333	1,133,864	1,159,290	7,654	2,320	1,149,316
MHIS/IT Services	335	2,778,990	2,778,990	-	-	2,778,990
<b>Professional Contracts &amp; Svs</b>		<b>5,238,821</b>	<b>5,267,247</b>	<b>7,654</b>	<b>2,320</b>	<b>5,257,273</b>
Maint Supplies & Services	442	417,000	417,000	-	235,000	182,000
Maintenance Contracts	443	3,011,783	4,326,609	-	1,966,933	2,364,917
Rental - Equip & Facilities	444	2,250,289	936,213	10,800	132,760	792,653
Building Improvements	445	610,000	610,000	-	83,340	976,461
<b>Purchased Property Services</b>		<b>6,289,071</b>	<b>6,289,821</b>	<b>10,800</b>	<b>2,418,033</b>	<b>4,316,030</b>
Transportation	551	26,478,012	26,478,174	-	-	26,478,012
Communications	553	1,797,460	1,832,713	7,806	512,578	1,312,328
Advertising	554	21,157	21,157	-	-	21,157
Printing & Binding	555	56,685	56,685	-	-	56,685
Tuition	556	86,050,037	86,050,037	(5,814)	-	86,055,851
Travel & Conferences	558	171,981	172,481	6,949	-	165,533
Misc Services	559	467,626	464,716	474	-	464,241
<b>Systemwide Purchased Svs Total</b>		<b>115,042,958</b>	<b>115,075,964</b>	<b>9,415</b>	<b>512,578</b>	<b>114,553,808</b>
Instructional & Other Supplies	610	1,865,795	1,863,394	188	867,184	996,723
Utilities	620	7,496,005	7,494,875	438	7,418,520	75,917
Text & Library Books	640	23,342	23,342	-	-	23,342
Misc Supplies	690	438,479	448,980	208	14,948	433,824
<b>Supplies &amp; Materials Total</b>		<b>9,823,621</b>	<b>9,830,591</b>	<b>833</b>	<b>8,300,653</b>	<b>1,529,806</b>
Equipment	730	328,801	275,493	-	10,000	265,493
<b>Outlay Total</b>		<b>328,801</b>	<b>275,493</b>	-	<b>10,000</b>	<b>265,493</b>
Organization Dues	810	166,897	165,630	8,429	-	157,201
Legal Judgments	820	120,000	120,000	-	-	120,000
Other Operating Expenses	899	(1,480,744)	(1,471,298)	2,418	6,000	(1,479,715)
<b>Other Misc Expend Total</b>		<b>(1,193,847)</b>	<b>(1,185,668)</b>	<b>10,847</b>	<b>6,000</b>	<b>(1,202,514)</b>
Fringe Benefits/Insurances	990	32,949,293	32,941,783	946,587	63,367	31,931,830
Contingency	998	-	-	-	-	-
Indirect	999	(1,455,407)	(1,455,407)	-	-	(1,455,407)
<b>Sundry Total</b>		<b>31,493,887</b>	<b>31,486,377</b>	<b>946,587</b>	<b>63,367</b>	<b>30,476,423</b>
<b>General Fund Budget Total</b>		<b>284,013,274</b>	<b>284,013,436</b>	<b>3,003,489</b>	<b>11,312,952</b>	<b>269,696,996</b>



Special Fund Budget  
 Financial Position Report as of 9/5/2023  
 For: 7/1/2023 to 7/31/2023 Period: 1 to 1



Grant Name	Grant Year	FY 2023-24 Adopted Budget	FY 2023-24 Adjusted Budget	Year To Date Expenditures	Year To Date Encumbered Committed	Year To Date Revenue	Balance
<b>Federal Grants</b>							
AMERICAN RESCUE PLAN ARP-ESSER III	2021	9,200,000	11,583,251	519,403	82,560	0	10,981,288
ARP ESSER SPPT	2023	200,000	346,480	-	-	0	346,480
ARP IDEA PART B 619 PRESCHOOL	2022	-	-	680	-	0	(680)
ARPA-INTERDISTRICT MAGNET TUITION	2023	3,000,000	3,000,000	-	-	0	3,000,000
ARP-ESSER III subgrant SEIG	2022	-	9,300,654	2,411	-	0	9,298,242
CARL D. PERKINS	2024	673,150	673,150	-	-	0	673,150
ESSER II (CRRSA ACT) Covid-19	2021	-	316,072	6,777	-	0	309,295
IDEA PART B SECTION 611	2022	-	-	180	-	0	(180)
IDEA PART B SECTION 611	2023	1,000,000	1,000,000	180,107	-	0	819,893
IDEA PART B SECTION 611	2024	6,579,149	6,579,149	17,362	380	0	6,561,407
IDEA PART B, SECTION 619 PRE-SCHOOL	2024	212,368	212,368	-	-	0	212,368
OD ESSA SIG C02-BURNS	2023	-	-	2,500	-	0	(2,500)
OD ESSA SIG C02-MILNER	2024	-	-	2,251	-	0	(2,251)
OD ESSA SIG C02-MLKING	2023	-	-	(78)	-	0	78
OD ESSA SIG C02-SAND	2023	-	-	(76)	-	0	76
OD ESSA SIG C02-SMSA	2023	-	-	6,081	-	0	(6,081)
OD ESSA SIG CO2-WHS	2023	-	-	6,040	-	0	(6,040)
TITLE 1, PART D, NEG & DEL	2024	42,937	42,937	-	-	0	42,937
TITLE 2 PART A, TEACHERS	2023	70,000	70,000	-	-	0	70,000
TITLE 2 PART A, TEACHERS	2024	1,184,836	1,184,836	49,737	-	0	1,135,099
TITLE 3 PART A, ENGLISH LANGUAGE	2023	250,000	250,000	-	-	0	250,000
TITLE 3 PART A, ENGLISH LANGUAGE	2024	517,544	517,544	3,461	-	0	514,083
TITLE I IMPROVING BASIC PROGRAMS	2023	3,500,000	3,500,000	173,024	-	0	3,326,976
TITLE I IMPROVING BASIC PROGRAMS	2024	12,669,101	12,669,101	70,891	-	0	12,598,210
TITLE IV-A SOC SUPPT & ACAD ENRICH	2023	-	-	2,297	-	0	(2,297)
TITLE IV-A SOC SUPPT & ACAD ENRICH	2024	934,571	934,571	-	-	0	934,571
<b>Total Federal Grants:</b>		<b>40,033,656</b>	<b>52,180,112</b>	<b>1,043,047</b>	<b>82,940</b>	<b>0</b>	<b>51,054,125</b>
<b>State Grants:</b>							
ADULT EDUCATION - PROVIDER (STATE)	2024	1,810,566	1,810,566	14,537	-	0	1,796,029
ADULT EDUCATION CEE1-LITERACY VOL	2024	112,211	112,211	-	-	0	112,211
ADULT EDUCATION CEE2 - URBAN LEAGUE	2024	6,461	6,461	-	-	0	6,461
ALLIANCE - GOVENORS TURNAROUND	2023	-	-	4,773	-	0	(4,773)
ALLIANCE - GOVENORS TURNAROUND	2024	26,904,562	26,904,562	279,784	-	0	26,624,779
COMMISSIONER'S NETWORK S1 HPHS	2024	830,358	830,358	-	-	0	830,358
COMMISSIONER'S NETWORK S2-McDonough	2024	605,000	605,000	-	-	0	605,000
CT DEPT OF PUBLIC HEALTH	2024	925,000	925,000	1,150	-	0	923,850
EXTENDED SCHOOL HOUR	2024	339,084	339,084	-	-	0	339,084
FAMILY RESOURCE CENTER PROGRAM	2024	508,250	508,250	-	-	0	508,250
INTERDIST MAGNET ACADEMIC/EXTRAPROG	2023	-	-	(91)	-	0	91
LOW PERFORMING SCHOOLS	2023	-	412,483	-	-	0	412,483
MAGNET SCHOOL JOINT MAGNET OFFICE	2023	-	-	4,770	-	0	(4,770)
MAGNET SCHOOL JOINT MAGNET OFFICE	2024	650,000	650,000	18,795	-	0	631,205
MAGNET SCHOOL OPERATING GRANT	2023	-	-	(709)	-	0	709
MAGNET SCHOOL OPERATING GRANT	2024	49,500,000	49,500,000	386,638	2,163,623	0	46,949,739
OPEN CHOICE SLOTS (RECEIVING DIST)	2024	150,000	150,000	-	-	0	150,000
PRIORITY SCHOOL DISTRICTS	2024	4,415,943	4,415,943	59,143	-	0	4,356,800
PSD-SUMMER SCHOOL	2024	389,859	389,859	155,123	-	0	234,736
SBHC-MATERNAL HEALTH & CHILD BLOCK	2024	125,000	125,000	-	-	0	125,000
SCHOOL READINESS GRANT	2024	2,190,000	2,190,000	1,769	-	0	2,188,231
STATE BILINGUAL EDUCATION	2024	393,539	393,539	20,130	-	0	373,409
<b>Total State Grants:</b>		<b>89,855,833</b>	<b>90,268,316</b>	<b>945,812</b>	<b>2,163,623</b>	<b>0</b>	<b>87,158,881</b>



Special Fund Budget  
 Financial Position Report as of 9/5/2023  
 For: 7/1/2023 to 7/31/2023 Period: 1 to 1



Grant Name	Grant Year	FY 2023-24 Adopted Budget	FY 2023-24 Adjusted Budget	Year To Date Expenditures	Year To Date Encumbered Committed	Year To Date Revenue	Balance
<b>Private/Foundation Grants/Fee Collections:</b>							
FEE COLLECTION - PRE-K	2024	130,809	130,809	-	-	0	130,809
HARTFORD FOUNDATION PUBLIC GIVING	2022	-	2,774	-	-	0	2,774
HARTFORD FOUNDATION PUBLIC GIVING	2023	-	25,342	-	25,341	25,342	1
INSURANCE BILLING - MEDICAID(SBCH)	2023	-	-	5,905	-	256,066	(5,905)
INSURANCE BILLING - MEDICAID(SBCH)	2024	2,500,000	2,500,000	50,986	-	0	2,449,014
INSURANCE BILLING - MEDICAL REIMB	2023	-	-	-	-	18,063	-
INSURANCE BILLING - MEDICAL REIMB	2024	2,100,000	2,100,000	25,124	-	0	2,074,876
L.E.A.P	2023	-	-	186	-	0	(186)
MULTISOURCE - FOR SCHOOL	2023	-	100	-	-	100	100
SPECIAL EDUCATION EXCESS COST	2023	-	1,418,063	-	-	0	1,418,063
SPECIAL EDUCATION EXCESS COST	2024	6,750,000	6,750,000	-	-	0	6,750,000
TUITION BILLING - SPECIAL EDUCATION	2023	-	-	-	-	631,142	-
TUITION BILLING - SPECIAL EDUCATION	2024	4,000,000	4,000,000	13,456	-	0	3,986,544
<b>Total Private/Foundation Grants/Fee</b>		<b>15,480,809</b>	<b>16,927,088</b>	<b>95,657</b>	<b>25,341</b>	<b>979,367</b>	<b>16,806,090</b>
<b>Total All Grants:</b>		<b>145,370,298</b>	<b>159,375,516</b>	<b>2,084,516</b>	<b>2,271,904</b>	<b>979,367</b>	<b>155,019,096</b>



**MEMO**

**From:** Paul Foster  
**To:** Dr. Leslie Torres-Rodriguez  
**Date:** September 7, 2023  
**Re:** COVID-19 Relief Grant Spending

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Hartford Public Schools spent or encumbered \$10.6 million of our Federal COVID relief grants in the month of June, bringing expenditures since the inception of the grants to \$93.9 million, or 60.7% of the total value of the grants HPS was awarded. The table that follows summarizes that spending by grant:

<b>Grant</b>	<b>Spending Deadline</b>	<b>Total Grant Award</b>	<b>Total Spent or Encumbered</b>	<b>Change From 5/31/2023</b>	<b>Amount Remaining</b>
ESSER I/CARES Act	9/30/2022	\$10,314,679	\$10,289,326	\$0	\$0
ESSER II	9/30/2023	\$45,730,706	\$45,102,056	\$14,351,155	\$628,650
ARP/ESSER III	9/30/2024	<u>\$98,589,663</u>	<u>\$38,502,576</u>	<u>-\$3,747,610</u>	<u>\$60,087,087</u>
<b>Total</b>		\$154,635,048	\$93,893,958	\$10,603,545	\$60,715,737

As you'll also see in the above table, where we had the ability to do so, we shifted expenses from the ARP/ESSER III grant to the ESSER II grant, with the objective of fully expending the ESSER II grant by September 30. The remaining minor amount of that grant will be spent during the current month.

That shift left a total of \$60.1 million in ARP/ESSER III funds to be spent in the next 15 month, and the internal plans we have developed over the last several months have us essentially spending all of the funds by June 30, 2024.

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*

<b>OBJECT</b>	<b>ACCOUNT DESCRIPTION</b>	<b>2020-21 EXPENDED</b>	<b>2021-22 EXPENDED</b>	<b>2022-23 EXPENDED</b>	<b>ENCUMBRANCES</b>	<b>TOTAL</b>
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	0.00	0.00	92,090.68
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	0.00	0.00	493,610.53
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
	<b>Expense Total</b>	<b>6,720,596.34</b>	<b>3,568,729.29</b>	<b>0.00</b>	<b>0.00</b>	<b>10,289,325.63</b>

ESSER II

Expenditures through 6/30/23

OBJECT	ACCOUNT DESCRIPTION	2021-22	2022-23	ENCUMBRANCES	TOTAL
		EXPENDED	EXPENDED		
511020	ADMINISTRATOR-REG	168,269.23	0.00	0.00	168,269.23
511021	ADMINISTRATOR-PT	0.00	2,200.00	0.00	2,200.00
511040	DIRECTOR/ASST-REG	0.00	0.00	0.00	0.00
511240	PRIN/VP-REG	111,660.27	477,981.46	0.00	589,641.73
511241	PRIN/VP - PT	26,134.66	47,667.71	0.00	73,802.37
511360	TEACHER-REG	4,513,501.51	4,203,238.90	0.00	8,716,740.41
511361	TEACHER-PT	314,768.42	811,730.05	0.00	1,126,498.47
511363	TEACHER-SUBS	0.00	140,867.10	0.00	140,867.10
511365	TCHR-STIPENDS & ATHLETI	525,553.66	205,257.80	0.00	730,811.46
511400	SOC WKR-REG	282,118.16	1,709,010.15	0.00	1,991,128.31
511997	BONUS CERTIFIED	545,400.00	0.00	0.00	545,400.00
512040	DIRECTOR/ASST-REG	76,846.15	52,899.08	0.00	129,745.23
512280	SUPPORTIVE STAFF-REG	339,535.89	393,609.34	0.00	733,145.23
512281	SUPPORTIVE STAFF-PT	43,065.23	109,426.65	0.00	152,491.88
512282	SUPPORTIVE STAFF - OT	956.19	14,512.35	0.00	15,468.54
512321	CLERICAL - PT	0.00	241.45	0.00	241.45
512322	CLERICAL - OT	0.00	4,011.79	0.00	4,011.79
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	94,226.80	0.00	107,551.45
512541	PARAPROFESSIONAL-PT	48,269.50	10,736.02	0.00	59,005.52
512560	SPEC POLICE OFF-REG	12,652.22	505.39	0.00	13,157.61
512561	SPEC POLICE OFF-PT	17,238.00	0.00	0.00	17,238.00
512562	SPEC POLICE OFF-OT	41,841.04	68,024.43	0.00	109,865.47
512680	CUSTODIAN-REG	0.00	3,212,604.99	0.00	3,212,604.99
512681	CUSTODIAL PART TIME	3,000.00	0.00	0.00	3,000.00
512682	CUSTODIAN-OT	19,278.46	22,047.49	0.00	41,325.95
512997	BONUS NON-CERTIFIED	250.00	153,072.00	0.00	153,322.00
529997	FRINGE BENEFITS-CERT	1,204,204.80	1,540,730.42	0.00	2,744,935.22
529998	FRINGE BENEFITS-NON-CER	199,551.34	1,684,359.49	0.00	1,883,910.83
533210	INSTR CONTRACT SVS	5,516,890.00	458,342.83	0.00	5,975,232.83
533220	INSTR PROG IMPROVE SVS	1,363,400.00	321,313.25	0.00	1,684,713.25
533230	PUPIL SVS: NON-PYRL SVS	1,516,110.00	0.00	0.00	1,516,110.00
533240	FIELD TRIPS	0.00	193,302.74	0.00	193,302.74
533250	PARENT ACTIVITIES	0.00	5,200.00	0.00	5,200.00
533303	STAFF DEVELOPMENT	0.00	22,697.00	0.00	22,697.00
533305	OTHER PROF TECH SVS	1,321,219.87	710,591.39	0.00	2,031,811.26
544038	RENTAL OF TABLES & CHAIRS	0.00	8,767.97	0.00	8,767.97
544300	MAINT & CUSTODIAL SERVICES	33,775.38	0.00	0.00	33,775.38
544410	RENTAL OF FACILITIES	48,000.00	0.00	0.00	48,000.00
544500	BUILDINGS & GROUNDS IMPROVEMENTS	0.00	394,611.00	0.00	394,611.00
555100	STUDENT TRANSP	993,731.30	1,582,652.64	0.00	2,576,383.94
555107	BUS TICKETS	0.00	2,535.75	0.00	2,535.75
555303	INTERNET COMMUNICATIONS	305,977.24	302,558.60	0.00	608,535.84
555400	ADVERTISEMENT	10,000.00	12,600.00	0.00	22,600.00
555500	PRINTING & BINDING	0.00	981.08	0.00	981.08
555600	TUITION	0.00	37,350.00	0.00	37,350.00
555900	MISC PURCHASED SVS	34,299.60	22,928.50	0.00	57,228.10
566110	INSTRUCTIONAL SUPPLIES	254,932.48	1,792,200.75	0.00	2,047,133.23
566113	TRAINING SUPPLIES	1,699.50	25,044.83	0.00	26,744.33
566130	MAINT & CUSTODIAL SUPPL	331,003.12	0.00	0.00	331,003.12
566504	TECHNOLOGY SUPPLIES	0.00	36,394.07	0.00	36,394.07
566903	ATHLETIC SUPPLIES	0.00	10,498.00	0.00	10,498.00
566904	AWARDS & INCENTIVES	48,067.12	379,211.34	0.00	427,278.46
566905	STUDENT UNIFORMS	0.00	79,540.71	0.00	79,540.71
566909	SUPPLIES AND MATERIALS	708,756.82	345,056.25	0.00	1,053,813.07
577340	EQUIPMENT	0.00	570,903.76	0.00	570,903.76
577341	FURNITURE/FIXTURES	0.00	275,564.24	0.00	275,564.24
577438	COMPUTER/TECH RELATED HARDWARE	13,848.00	89,214.75	0.00	103,062.75
588100	ORGANIZATION DUES & FEES	0.00	2,040.00	0.00	2,040.00
588300	RELOCATION EXPENSE	13,838.99	26,379.30	0.00	40,218.29
588906	INCENTIVES FOR STAFF	16,932.10	119,737.96	0.00	136,670.06
599999	INDIRECT - OVERHEAD	786,602.20	468,023.68	0.00	1,254,625.88
	<b>Expense Total</b>	<b>21,841,155.34</b>	<b>23,260,900.40</b>	<b>0.00</b>	<b>45,102,055.74</b>

**ARP/ESSER III**

Expenditures through 6/30/23

OBJECT	ACCOUNT DESCRIPTION	2021-22	2022-23	ENCUMBRANCES	TOTAL
		EXPENDED	EXPENDED		
511020	ADMINISTRATOR-REG	187,500.08	375,999.80	0.00	563,499.88
511021	ADMINISTRATOR-PT	0.00	56,100.00	0.00	56,100.00
511040	DIRECTOR/ASST-REG	321,492.39	487,460.29	0.00	808,952.68
511041	DIRECTOR - PT	0.00	2,325.34	0.00	2,325.34
511240	PRIN/VP-REG	127,578.09	525,212.70	0.00	652,790.79
511241	PRIN/VP-PT	0.00	48,223.20	0.00	48,223.20
511360	TEACHER-REG	0.00	2,335,411.11	0.00	2,335,411.11
511361	TEACHER-PT	49,087.50	205,962.37	0.00	255,049.87
511363	TEACHER-SUBS	11,750.00	35,250.00	0.00	47,000.00
511365	TEACHER STIPENDS/ATHLETIC	0.00	698,274.25	0.00	698,274.25
511380	GUIDANCE COUNSELOR	0.00	67,143.53	0.00	67,143.53
511400	SOCIAL WKR-REG	0.00	270,638.71	0.00	270,638.71
511401	SOCIAL WKR-PT	0.00	3,900.00	0.00	3,900.00
511997	BONUS CERTIFIED	0.00	2,924,132.00	0.00	2,924,132.00
512180	MANAGER-REG	0.00	400,191.05	0.00	400,191.05
512280	SUPPORTIVE STAFF-REG	54,979.58	1,995,022.94	0.00	2,050,002.52
512281	SUPPORTIVE STAFF-PT	2,383.51	3,553.34	0.00	5,936.85
512320	CLERICAL - REG	0.00	14,892.51	0.00	14,892.51
512461	NURSE-PT	0.00	8,997.18	0.00	8,997.18
512463	NURSE-SUBS	0.00	759.90	0.00	759.90
512540	PARAPROFESSIONAL-REG	0.00	500,794.60	0.00	500,794.60
512560	SPEC POLICE OFF-REG	0.00	44,053.47	0.00	44,053.47
512561	SPEC POLICE OFF-PT	0.00	20,412.96	0.00	20,412.96
512562	SPEC POLICE OFF-OT	0.00	82,184.14	0.00	82,184.14
512591	FOOD SERVICE WORKER-PT	0.00	952.22	0.00	952.22
512680	CUSTODIAN-REG	28,241.70	132,740.64	0.00	160,982.34
512681	CUSTODIAN-PT	0.00	1,162.91	0.00	1,162.91
512682	CUSTODIAN-OT	0.00	186.32	0.00	186.32
512997	BONUS NONCERTIFIED	0.00	790,121.10	0.00	790,121.10
529997	FRINGE BENEFITS-CERT	136,563.61	1,673,092.59	0.00	1,809,656.20
529998	FRINGE BENEFITS-NON-CER	35,010.46	1,430,203.06	0.00	1,465,213.52
533220	INSTR PROG IMPROVE SVS	189,929.30	438,557.80	0.00	628,487.10
533230	PUPIL SVS: NON-PAYROLL SERVICES	0.00	1,671,000.00	0.00	1,671,000.00
533240	FIELD TRIPS	0.00	1,949.40	0.00	1,949.40
533303	STAFF DEVELOPMENT	0.00	2,280.00	0.00	2,280.00
533305	OTHER PROF TECH SVS	1,015,793.30	6,369,345.98	0.00	7,385,139.28
544300	MAINT & CUSTODIAL SERVICES	0.00	42,619.05	0.00	42,619.05
544307	MECHANICAL SYS CONTRACTS	0.00	436,159.63	0.00	436,159.63
544410	RENTAL OF FACILITIES	0.00	120,000.00	0.00	120,000.00
544500	BUILDING & GROUNDS IMPROVE	0.00	1,336,743.00	0.00	1,336,743.00
555100	STUDENT TRANSPORTATION	0.00	53,200.00	0.00	53,200.00
555303	INTERNET COMMUNICATIONS	706,125.41	1,460,209.51	0.00	2,166,334.92
555801	TRAVEL EXPENSES	0.00	10,732.54	0.00	10,732.54
555900	MISC PURCHASED SVS	0.00	40,833.00	0.00	40,833.00
566110	INSTRUCTIONAL SUPPLIES	761,865.64	3,022.32	0.00	764,887.96
566113	TRAINING SUPPLIES	485,266.87	5,525.00	0.00	490,791.87
566130	MAINT & CUSTODIAL SUPP	0.00	292,203.82	0.00	292,203.82
566504	TECHNOLOGY RELATED SUPP	42,326.55	317,678.07	0.00	360,004.62
566904	AWARDS & INCENTIVES	0.00	50,071.48	0.00	50,071.48
566909	SUPPLIES & MATERIALS	28,761.70	19,786.33	0.00	48,548.03
577340	EQUIPMENT	0.00	321,530.66	0.00	321,530.66
577341	FURNITURE & FIXTURES	0.00	1,328.54	0.00	1,328.54
577348	COMPUTER/TECH RELATED H	2,535,282.74	2,408,562.66	0.00	4,943,845.40
588100	ORGANIZATION DUES AND FEES	0.00	7,500.00	0.00	7,500.00
588906	INCENTIVES FOR STAFF	0.00	5,552.70	0.00	5,552.70
599999	INDIRECT - OVERHEAD	160,948.30	1,069,943.72	0.00	1,230,892.02
	<b>Expense Total</b>	<b>6,880,886.73</b>	<b>31,621,689.44</b>	<b>0.00</b>	<b>38,502,576.17</b>



## Rating Action: **Moody's upgrades City of Hartford, CT's Issuer Rating to Baa3; outlook is stable**

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04 Aug 2023

New York, August 04, 2023 – Moody's Investors Service has upgraded the City of Hartford, CT's issuer rating to Baa3 from Ba2. The city has approximately \$540 million in outstanding indebtedness. The outlook has been changed to stable from positive.

### RATINGS RATIONALE

The upgrade to Baa3 reflects city's continued financial improvement inclusive of cash and reserves that have materially increased over the last five years and are in good position to continue moderate improvement. The upgrade also recognizes the city's significantly stronger budget management practices and our expectation that these strategies will remain entrenched in the city and survive changes in administration due, in part, to its ongoing collaboration with the Municipal Accountability Review Board (MARB). The city's improved governance is a key driver of the rating action.

Hartford's rating is also driven by its sizeable capitol economy that, though stable, continues to be underscored by well below average resident wealth and outsized poverty. We expect these characteristics to persist as a long-term credit challenge that constrain the city's revenue raising capacity. The city's leverage position is moderate and benefits from contract assistance agreement whereby its general obligation bonds are paid by the State of Connecticut. This helps the city maintain fairly low annual fixed costs, which are driven primarily by pension expenses. Despite the potential for future pension cost increases, we anticipate that overall leverage and fixed costs will remain manageable as a function of debt issuance limitations as defined by the contract assistance agreement.

### RATING OUTLOOK

The stable outlook reflects our expectation that the city will continue to produce positive financial operations resulting in gradual improvements to both cash and reserves. The outlook also anticipates that the city will continue to benefit from management practices established under MARB oversight, which have driven the city's financial recovery and stability.

### FACTORS THAT COULD LEAD TO AN UPGRADE OF THE RATING

- Materially improved reserves and liquidity
- Significantly stronger resident wealth indicators

### FACTORS THAT COULD LEAD TO A DOWNGRADE OF THE RATING

- Operating deficits leading to reduced cash and reserves
- Material deviation from current budget management practices resulting in weaker financial oversight and control
- Inability to produce stronger operating results than forecast in the out years of the current five year plan

### LEGAL SECURITY

The City of Hartford's currently outstanding general obligation bonds (Aa3) are backed by a state contract assistance

agreement which provides for a full faith and credit obligation of the state to make payments to the city's paying agent in amounts equal to debt service on the bonds.

## PROFILE

The City of Hartford is the Capitol of Connecticut and is located halfway between Boston (Aaa stable) and New York City (Aa2 stable). The city is 18.4 square miles in area and has a population of approximately 123,088. The largest industry sectors that drive the local economy are health services, finance/insurance, and retail trade.

## METHODOLOGY

The principal methodology used in this rating was US Cities and Counties Methodology published in November 2022 and available at <https://ratings.moodys.com/rmc-documents/386953>. Alternatively, please see the Rating Methodologies page on <https://ratings.moodys.com> for a copy of this methodology.

## REGULATORY DISCLOSURES

For further specification of Moody's key rating assumptions and sensitivity analysis, see the sections Methodology Assumptions and Sensitivity to Assumptions in the disclosure form. Moody's Rating Symbols and Definitions can be found on <https://ratings.moodys.com/rating-definitions>.

For ratings issued on a program, series, category/class of debt or security this announcement provides certain regulatory disclosures in relation to each rating of a subsequently issued bond or note of the same series, category/class of debt, security or pursuant to a program for which the ratings are derived exclusively from existing ratings in accordance with Moody's rating practices. For ratings issued on a support provider, this announcement provides certain regulatory disclosures in relation to the credit rating action on the support provider and in relation to each particular credit rating action for securities that derive their credit ratings from the support provider's credit rating. For provisional ratings, this announcement provides certain regulatory disclosures in relation to the provisional rating assigned, and in relation to a definitive rating that may be assigned subsequent to the final issuance of the debt, in each case where the transaction structure and terms have not changed prior to the assignment of the definitive rating in a manner that would have affected the rating. For further information please see the issuer/deal page for the respective issuer on <https://ratings.moodys.com>.

The rating has been disclosed to the rated entity or its designated agent(s) and issued with no amendment resulting from that disclosure.

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Moody's general principles for assessing environmental, social and governance (ESG) risks in our credit analysis can be found at [https://ratings.moodys.com/documents/PBC\\_1288235](https://ratings.moodys.com/documents/PBC_1288235).

At least one ESG consideration was material to the credit rating action(s) announced and described above.

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## Memorandum

To: John Mehr, Office of Policy and Management  
Kimberly Kennison, Office of Policy and Management

From: Bill Lindsay, Munistat Services, Inc.

CC: Mayor Nancy R. Rossi, City of West Haven  
Michael Last, Treasurer, City of West Haven  
David Taylor, Acting Director of Finance, City of West Haven  
Michael Andreana, Pullman & Comley

Date: September 7, 2023

Re: City of West Haven Proposed Bond Anticipation Notes, Issue of 2023, Series B and Proposed Bond/Note issuance November 2023

---

The following is a summary of the plan of finance for: 1) refinancing the City's \$6,530,000 General Obligation Bond Anticipation Notes (BANs) which mature on September 28, 2023; 2) issuing new money bonds in the notional amount of \$19,335,000 and \$10,435,000 in short-term Bond Anticipation Notes in November 2023.

### **Plan of Finance – Maturing BANs**

The City has \$6,530,000 in short-term BANs which were issued on March 28, 2023 and mature on September 28, 2023 (the "2023A BANs"). The 2023A BANs were originally issued to fund the balance of the City's net share of its high school renovation project. The City had previously planned to issue long-term General Obligation Bonds in September 2023 to permanently finance the maturing 2023A BANs. However, due to the delay in the completion of the fiscal year ending June 30, 2022 audit, the City will instead roll-over (refinance) the 2023A BANs for an additional 5 months with a new maturity date of February 15, 2024 (the "2023B BANs"). This will allow sufficient time for the City to complete the fiscal year ending 2022 audit, and issue bonds in Fall 2023 to permanently finance the 2023B BANs. However, the timing of issuance of the proposed 2023 Bonds will be contingent upon the completion of the fiscal year ending 2022 audit. The plan of finance for the proposed Fall 2023 Bonds will be discussed later in this memorandum.

Similar to what was done with the 2023A BANs in March 2023, the new 2023B BANs will be issued as a direct placement with the current holder of the Notes, Aberdeen Ultrashort Municipal Income Fund. Raymond James will again serve as the placement agent for the roll-over. Costs of issuance, including placement agent fee, will be capitalized into the notes which will require the par amount to increase from \$6,530,000 to \$6,555,000. A copy of the estimated debt service for the 2023B BANs is included as Appendix A to this memorandum.

The City Council is not required to adopt a new bond ordinance or resolution in connection with the roll-over of the 2023B BANs as authorization for short-term notes was provided in the City’s June 2017 bond ordinance for the high school renovation project.

**Budgetary Impact of the Proposed September 2023B BAN Issue**

Interest due on both the maturing 2023A BANs and the proposed 2023B BANs will be paid from the City’s fiscal year 2023-24 operating budget. There will be no unanticipated or adverse impact on the current fiscal year operating budget as a result of the plan to roll-over the maturing Notes. The City budgeted for both BAN interest as well new principal and interest payment for a September 2023 bond issue in this fiscal year. Because the proposed bond issue will be delayed until November 2023 due to the delay in finalizing the fiscal year 2022 audit, the debt service payment on the bonds due within the current fiscal year will be reduced. See Table 1 below for the anticipated positive variance in the debt service line item. Please note that the new BAN interest as well as the new bond principal and interest amount shown below was not separated out in the debt service section of the FY 2023-24 adopted budget but was imbedded within the City and BOE principal and interest line items.

New Bond Principal & Interest Budgeted in FY 2023-24	\$2,009,287.00
Net interest due on \$6.53M 2023A BANs maturing 9/28/23	(\$163,250.00)
Net interest due on \$6.55M 2023B BANs maturing 2/15/24	(\$127,845.26)
6-month interest payment for proposed September 2023 bond issue	(\$489,713.33)
Available Balance (positive variance)	\$1,228,478.41

Table 1

**Plan of Finance - Proposed November 2023 Bond & Note Issuance**

The City is currently planning to permanently finance the 2023B BANs through the issuance of long-term bonds in November 2023. The issuance would in part be a current refunding of the 2023B BANs which will mature on February 15, 2024. The City also plans to issue \$12,780,000 in new money to fund the 2022-23 Bond Ordinance adopted by the City Council on July 24, 2023. A copy of the signed ordinance has been included as Appendix B to this memorandum. Finally, the City also plans to issue \$10,435,000 in Bond Anticipation Notes (“2023C BANs”) to reimburse itself for the school construction grant retainage on the high school project. The City’s intention is that the 2023C BANs would not be permanently financed but instead retired from grant proceeds when the post-project audit has been completed. As a result, the only impact on the 5-year plan from the 2023C BANs would be short-term interest. However, in an effort to be conservative and based on our experience with other Connecticut municipalities, I have assumed that the post-project audit could take up to five years.

The total par amount of the proposed November 2023 bonds would be a notional amount of \$19,355,000. However, the City expects to use bond premium received on the bonds to reduce the par amount of the issue. Current estimates final par amount would be \$19,130,000. The bonds would be structured with a blended amortization based on the useful lives of the assets financed as the 2022-23 Bond Ordinance includes both 5-year and 20- year projects. There will be a 6-month interest due on May 15, 2024 which the City has budgeted for. Please see Table 1 above. The debt impact of the proposed 2023 bonds can be seen in Table 2 and Appendix C herein. Please note that the intent behind the inclusion of the debt service projections in Appendix C was to demonstrate the bond structure and debt service detail by purpose. The

Appendix C debt projection only includes the proposed 2023 Bonds and 2023C Notes but does not include the full out-year debt projections reflected in Table 2 below.

### Changes to the 5-year Plan Projected Debt Service

The following represents the expected change in the debt service projections from the June 15, 2023 version of the City's 5-year Recovery Plan. Please note that the revised debt service projection below includes the assumption of rolling-over the 2023C Retainage Notes for five (5) years.

<b>Prior 5-year Plan dtd 6/15/23</b>	<b><u>2023-24</u></b>	<b><u>2024-25</u></b>	<b><u>2025-26</u></b>	<b><u>2026-27</u></b>	<b><u>2027-28</u></b>
<b>Total</b>					
Principal	\$ 11,084,000	\$ 11,235,000	\$ 8,764,000	\$ 7,804,900	\$ 8,898,750
Interest	\$ 3,274,925	\$ 3,409,669	\$ 3,499,359	\$ 3,719,851	\$ 3,853,804
<b>Total Annual Debt Service</b>	<b>\$ 14,358,925</b>	<b>\$ 14,644,669</b>	<b>\$ 12,263,359</b>	<b>\$ 11,524,751</b>	<b>\$ 12,752,554</b>
<b>Revised Debt Projection</b>	<b><u>2023-24</u></b>	<b><u>2024-25</u></b>	<b><u>2025-26</u></b>	<b><u>2026-27</u></b>	<b><u>2026-27</u></b>
<b>Total</b>					
Principal	\$ 9,670,000	\$ 11,335,000	\$ 8,770,000	\$ 7,805,900	\$ 8,889,750
Interest	\$ 3,460,447	\$ 4,062,509	\$ 4,130,868	\$ 4,360,948	\$ 4,387,488
<b>Total Annual Debt Service</b>	<b>\$ 13,130,447</b>	<b>\$ 15,397,509</b>	<b>\$ 12,900,868</b>	<b>\$ 12,166,848</b>	<b>\$ 13,277,238</b>
Change	\$ (1,228,478)	\$ 752,840	\$ 637,509	\$ 642,096	\$ 524,684

Table 2

## Appendix A

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### City of West Haven, Connecticut General Obligation Bond Anticipation Notes - Direct Placement

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Bond Summary Statistics . . . . .	2
Bond Pricing . . . . .	3
Bond Debt Service . . . . .	4
Proof of Arbitrage Yield . . . . .	6
Form 8038 Statistics . . . . .	7

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## SOURCES AND USES OF FUNDS

### City of West Haven, Connecticut General Obligation Bond Anticipation Notes - Direct Placement

Dated Date	09/28/2023
Delivery Date	09/28/2023

*Sources:*

Bond Proceeds:	
Par Amount	6,555,000.00
	6,555,000.00
	6,555,000.00

*Uses:*

Project Fund Deposits:	
Repayment of March 2023 BAN	6,530,000.00
Delivery Date Expenses:	
Cost of Issuance	17,500.00
Underwriter's Discount	6,555.00
	24,055.00
Other Uses of Funds:	
Additional Proceeds	945.00
	6,555,000.00
	6,555,000.00

## BOND SUMMARY STATISTICS

### City of West Haven, Connecticut General Obligation Bond Anticipation Notes - Direct Placement

Dated Date	09/28/2023
Delivery Date	09/28/2023
Last Maturity	02/15/2024
Arbitrage Yield	5.140617%
True Interest Cost (TIC)	5.410457%
Net Interest Cost (NIC)	5.387774%
All-In TIC	6.133924%
Average Coupon	5.125000%
Average Life (years)	0.381
Weighted Average Maturity (years)	0.381
Duration of Issue (years)	0.381
Par Amount	6,555,000.00
Bond Proceeds	6,555,000.00
Total Interest	127,845.26
Net Interest	134,400.26
Total Debt Service	6,682,845.26
Maximum Annual Debt Service	6,682,845.26
Average Annual Debt Service	17,560,761.27
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	1.000000
	1.000000
Total Underwriter's Discount	1.000000
Bid Price	99.900000

<i>Bond Component</i>	<i>Par Value</i>	<i>Price</i>	<i>Average Coupon</i>	<i>Average Life</i>	<i>PV of 1 bp change</i>
Bond Anticipation Notes	6,555,000.00	100.000	5.125%	0.381	262.20
	6,555,000.00			0.381	262.20

	TIC	All-In TIC	Arbitrage Yield
Par Value	6,555,000.00	6,555,000.00	6,555,000.00
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount	-6,555.00	-6,555.00	
- Cost of Issuance Expense		-17,500.00	
- Other Amounts			
Target Value	6,548,445.00	6,530,945.00	6,555,000.00
Target Date	09/28/2023	09/28/2023	09/28/2023
Yield	5.410457%	6.133924%	5.140617%

## BOND PRICING

### City of West Haven, Connecticut General Obligation Bond Anticipation Notes - Direct Placement

<i>Bond Component</i>	<i>Maturity Date</i>	<i>Amount</i>	<i>Rate</i>	<i>Yield</i>	<i>Price</i>
Bond Anticipation Notes:					
	02/15/2024	6,555,000	5.125%	5.125%	100.000
		6,555,000			

Dated Date	09/28/2023	
Delivery Date	09/28/2023	
First Coupon	02/15/2024	
Par Amount	6,555,000.00	
Original Issue Discount		
Production	6,555,000.00	100.000000%
Underwriter's Discount	-6,555.00	-0.100000%
Purchase Price	6,548,445.00	99.900000%
Accrued Interest		
Net Proceeds	6,548,445.00	



**BOND DEBT SERVICE**

**City of West Haven, Connecticut  
General Obligation Bond Anticipation Notes - Direct Placement**

<i>Period Ending</i>	<i>Principal</i>	<i>Coupon</i>	<i>Interest</i>	<i>Debt Service</i>	<i>Annual Debt Service</i>
02/15/2024 06/30/2024	6,555,000	5.125%	127,845.26	6,682,845.26	6,682,845.26
	6,555,000		127,845.26	6,682,845.26	6,682,845.26

## BOND DEBT SERVICE

### City of West Haven, Connecticut General Obligation Bond Anticipation Notes - Direct Placement

<i>Period Ending</i>	<i>Principal</i>	<i>Coupon</i>	<i>Interest</i>	<i>Debt Service</i>
06/30/2024	6,555,000	5.125%	127,845.26	6,682,845.26
	6,555,000		127,845.26	6,682,845.26

**PROOF OF ARBITRAGE YIELD**

**City of West Haven, Connecticut  
General Obligation Bond Anticipation Notes - Direct Placement**

<i>Date</i>	<i>Debt Service</i>	<i>Present Value to 09/28/2023 @ 5.1406169959%</i>
02/15/2024	6,682,845.26	6,555,000.00
	6,682,845.26	6,555,000.00

**Proceeds Summary**

Delivery date	09/28/2023
Par Value	6,555,000.00
Target for yield calculation	6,555,000.00

## FORM 8038 STATISTICS

### City of West Haven, Connecticut General Obligation Bond Anticipation Notes - Direct Placement

Dated Date                    09/28/2023  
Delivery Date                09/28/2023

<i>Bond Component</i>	<i>Date</i>	<i>Principal</i>	<i>Coupon</i>	<i>Price</i>	<i>Issue Price</i>	<i>Redemption at Maturity</i>
Bond Anticipation Notes:						
	02/15/2024	6,555,000.00	5.125%	100.000	6,555,000.00	6,555,000.00
		6,555,000.00			6,555,000.00	6,555,000.00

	<i>Maturity Date</i>	<i>Interest Rate</i>	<i>Issue Price</i>	<i>Stated Redemption at Maturity</i>	<i>Weighted Average Maturity</i>	<i>Yield</i>
Final Maturity	02/15/2024	5.125%	6,555,000.00	6,555,000.00		
Entire Issue			6,555,000.00	6,555,000.00	0.3806	5.1406%

Proceeds used for accrued interest	0.00
Proceeds used for bond issuance costs (including underwriters' discount)	24,055.00
Proceeds used for credit enhancement	0.00
Proceeds allocated to reasonably required reserve or replacement fund	0.00

## Appendix B



# OFFICE OF THE CITY COUNCIL

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



City Hall  
1896-1968

**Nancy R. Rossi**  
Mayor

July 25, 2023

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Chairman

Mayor Nancy R. Rossi  
City of West Haven  
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West Haven, CT 06516

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Ninth District

**Steven J. Johnstone**  
Tenth District

**Gary Donovan**  
Councilman-at-Large

**Colleen O'Connor**  
Councilwoman-at-Large

**Ronald Quagliani**  
Councilman-at-Large

**Stacy Riccio**  
Clerk of the Council

The City Council approved the following motion at a regular meeting held on July 24, 2023

## RESOLVED:

Pursuant to the City Charter at Chapter IV "City Council" section (7)(c) the following is a Summary of the Proposed Ordinance concerning the appropriation and bonding for certain capital projects included in the Fiscal Year 2022-23 Capital Budget of the City. The Proposed Ordinance provides for the following:

- Approves and appropriates certain capital projects approved in the Fiscal Year 2022/2023 Capital Budget of the City and authorizes City bonds in a maximum amount of \$12,780,100 plus costs of issuance to finance such capital projects in accordance with the requirements of Chapter 109 of the Connecticut General Statutes
- Authorizes the Mayor, the Finance Director and the Treasurer (the "Bond Committee") to sell such bonds in a competitive or negotiated offering
- Authorizes bonds to be issued pursuant to the terms of the City trust indenture
- Authorizes Bond Committee to issue bond anticipation notes for short term financing prior to the issuance of the bonds
- Authorizes the Bond Committee to take all necessary actions in connection with the issuance of the bonds, including actions relating to the tax-exempt nature of the bonds, the reimbursement of prior City capital expenditures and those needed to satisfy post-issuance disclosure obligations
- Authorizes the Mayor, the Finance Director and other duly authorized City officials to apply for grants for the capital projects
- The communication known as amended Communication C from the June 26, 2023 agenda is incorporated by reference as part of this Summary as if fully read herein
- The ordinance in its entirety is available for review on the City website and upon request.

Very truly yours,

Stacy Riccio  
Clerk of the Council

Cc: David Taylor, Acting Director of Finance Department  
Corporation Counsel  
File



## SUMMARY

**AN ORDINANCE APPROPRIATING \$12,780,100 FROM THE FISCAL YEAR 2022/2023 CAPITAL PLAN AND AUTHORIZING THE ISSUANCE OF \$12,780,100 BONDS PLUS ADDITIONAL FINANCING COSTS OF THE CITY TO MEET CERTAIN FISCAL YEAR 2022/2023 CAPITAL BUDGET APPROPRIATIONS, AND PENDING THE ISSUANCE THEREOF THE MAKING OF TEMPORARY BORROWINGS FOR SUCH PURPOSE**

Proposed Bond Ordinance provides for the following:

- Approves and appropriates certain capital projects approved in the Fiscal Year 2022/2023 Capital Budget of the City and authorizes City bonds in a maximum amount of \$12,780,100 plus costs of issuance to finance such capital projects in accordance with the requirements of Chapter 109 of the Connecticut General Statutes
- Authorizes the Mayor, the Finance Director and the Treasurer (the "Bond Committee") to sell such bonds in a competitive or negotiated offering
- Authorizes bonds to be issued pursuant to the terms of the City trust indenture
- Authorizes Bond Committee to issue bond anticipation notes for short term financing prior to the issuance of the bonds
- Authorizes the Bond Committee to take all necessary actions in connection with the issuance of the bonds, including actions relating to the tax-exempt nature of the bonds, the reimbursement of prior City capital expenditures and those needed to satisfy post-issuance disclosure obligations
- Authorizes the Mayor, the Finance Director and other duly authorized City officials to apply for grants for the capital projects



**AN ORDINANCE APPROPRIATING \$12,780,100 FROM THE FISCAL YEAR 2022/2023 CAPITAL PLAN AND AUTHORIZING THE ISSUANCE OF \$12,780,100 BONDS PLUS ADDITIONAL FINANCING COSTS OF THE CITY TO MEET CERTAIN FISCAL YEAR 2022/2023 CAPITAL BUDGET APPROPRIATIONS, AND PENDING THE ISSUANCE THEREOF THE MAKING OF TEMPORARY BORROWINGS FOR SUCH PURPOSE**

**WHEREAS**, the City Council of the City of West Haven (the “City”) has previously adopted the City’s Fiscal Year 2022/2023 Capital Budget, as amended to date (the “2022/2023 Capital Budget”); and

**WHEREAS**, the City desires to appropriate and finance a portion of the City’s 2022/2023 Capital Budget in an amount up to \$12,780,100 as shown on Exhibit A attached hereto; and

**WHEREAS**, the City Council has determined to authorize bonding for certain capital projects included in the 2022/2023 Capital Budgets; and now therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WEST HAVEN:

Section 1. The sums set opposite the capital projects hereinafter listed in Exhibit A attached hereto (as may be more fully described in the narrative description of such improvements in the 2022/2023 Capital Budget of the City, hereafter the “Projects”) are hereby appropriated to meet the costs thereof or so much thereof as may be accomplished within said appropriation, and for architectural, design, engineering, hydraulic, site acquisition, development, demolition and disposal, environmental studies, surveying, infrastructure improvements, paving, material, utility charges, data systems, furniture and fixtures, equipment, testing, insurance, training, administrative, advertising, printing, legal, other consultant fees, and any appurtenances related to the Projects, as well as the cost of the establishment and maintenance of any reserve pursuant to Chapter 109, Chapter 117 and other chapters of the General Statutes of Connecticut, as amended (the “Connecticut Statutes”). Said appropriations to be inclusive of any and all Federal and State grants-in-aid thereof.

Section 2. To meet said appropriations, \$12,780,100 bonds or other obligations of the City (in the amounts set forth in Exhibit A attached hereto) plus an additional amount for all necessary and appropriate financing costs not in excess of three percent of the cost of the Projects, or so much thereof as may be necessary for said purpose (the “Bonds”), may be issued, maturing not later than the twentieth year after their date, or such later date as may be allowed by law. The Bonds may be issued in one or more series as shall be determined by the Mayor, City Treasurer, and the Director of Finance (collectively, the “Bond Committee”), and the amount of Bonds of each series to be issued shall be fixed by a majority of the Bond Committee. The Bonds shall be issued in an amount up to the City’s share of the cost of the Projects determined after considering the estimated amount of any State and Federal grants in aid for the Projects, or the actual amount thereof if such amount is ascertainable, and the anticipated times of receipt thereof, provided that the total amount of Bonds to be issued shall not be less than an amount which will provide funds sufficient, with other funds available for such purpose, to pay the principal of and the interest on all outstanding temporary borrowings issued in anticipation of the receipt of the proceeds of said Bonds, and any administrative, printing and legal costs of issuing

the Bonds as determined by a majority of the Bond Committee. The Bonds shall be in the denomination of \$1,000 or a whole multiple thereof, be issued in bearer form or in fully registered form, be executed in the name and on behalf of the City by the manual or facsimile signatures of a majority of the Bond Committee, bear the City seal or a facsimile thereof, be certified by a bank or trust company designated by a majority of the Bond Committee, which bank or trust company may be designated the registrar and transfer agent, be payable at a bank or trust company designated by a majority of the Bond Committee and be approved as to their legality by the City's bond counsel. The Bonds shall bear such rate or rates of interest as shall be determined by a majority of the Bond Committee. The Bonds shall be general obligations of the City and shall comply with all requirements of law, including any debt limit, relating to the authorization or issuance of such Bonds. The Bonds may also be secured as to both principal and interest, to the extent permitted by law, by a pledge of certain revenues or benefit assessments or both. The aggregate principal amount of the Bonds, installments of principal, redemption provisions, if any, the date, time of issue and sale and other terms, details and particulars of such Bonds, including any repayment agreements or memoranda of understanding, or whether any of the Bonds will be issued as taxable bonds, shall be determined by a majority of the Bond Committee, in accordance with the requirements of the Connecticut Statutes.

Section 3. In connection with the issuance of any bonds or notes authorized herein (collectively, the "Obligations"), the City, as determined by a majority of the Bond Committee, may exercise any power delegated to municipalities pursuant to the Connecticut Statutes, including the authority to establish credit facilities and to enter into agreements managing interest rate risk. The City, as determined by a majority of the Bond Committee, shall have all appropriate powers under the Connecticut Statutes, including Chapter 748 (Registered Public Obligations Act), Chapter 173 (School Building Projects), Chapter 446k (Water Pollution Control) and Chapter 109 (Municipal Bond Issues), to issue, sell and deliver the Obligations and, further, shall have the full power and authority to do all that is required under the Internal Revenue Code of 1986, as amended, and other applicable laws and regulations of the United States, to provide for issuance of the Obligations in tax exempt form and to meet all requirements which are or may become necessary in and subsequent to the issuance and delivery of the Obligations in order that the interest on the Obligations be and remain exempt from Federal income taxes, including, without limitation, to covenant and agree to restriction on investment yield of bond proceeds, rebate of arbitrage earnings, and expenditure of proceeds within required time limitations. In order to meet the capital cash flow expenditure needs of the City, a majority of the Bond Committee is authorized to collectively allocate and reallocate expenditures incurred for the Projects to any bonds or notes of the City outstanding as of the date of such allocation, and the bonds or notes to which such expenditures have been allocated shall be deemed to have been issued for such purpose, including the bonds and notes herein authorized.

Section 4. Said Bonds shall be sold in a competitive offering or by negotiation as determined by a majority of the Bond Committee. If sold at competitive offering, the Bonds shall be sold by a majority of the Bond Committee at not less than par and accrued interest on the basis of the lowest net or true interest cost to the City, by sealed proposals, auction, or other comparative method. If the Bonds are sold by negotiation, the purchase contract shall be signed by a majority of the Bond Committee. With respect to the receipt of original issuance premium or bid premium upon the sale of the bonds or notes herein authorized, the City is authorized, but not required, to apply original issuance premium and bid premium, if applicable, to fund future debt service payments on the City's bonds and notes or to fund any purpose for which bonds of

the City are authorized to be issued, and such application shall reduce the amount of authorized and unissued bonds for the purpose to which the premium was applied, in the amount so applied.

Section 5. Said Bonds may be secured by the City's property taxes, including interest, penalties and related charges, pursuant to Chapter 117 and other chapters of the Connecticut Statutes, and, if deemed necessary or appropriate and in the City's best interest by a majority of the Bond Committee, the Bond Committee, on behalf of the City, is hereby authorized: (i) to establish a property tax intercept procedure and a debt service payment fund pursuant to Chapter 117 of the Connecticut Statutes, §7-560 et seq., and other Chapters of the Connecticut Statutes, on such terms as a majority of the Bond Committee deem necessary or appropriate, and (ii) to take all further actions which a majority of the Bond Committee deem necessary or appropriate to so secure the Bonds or which are contemplated by law. A majority of the Bond Committee, if they determine it to be advisable, necessary or appropriate, is authorized, on behalf of the City, to enter into an indenture of trust and/or a supplemental indenture of trust to any existing indenture of the City (collectively, the "Indenture") with a bank or trust company located within or without the State of Connecticut (the "Trustee"), and to covenant: (i) if the Bonds are issued pursuant to such Indenture that all or a portion of the City's property taxes shall be paid to the Trustee and be held in trust for the benefit of the holders of the Bonds as provided in Chapter 117 and other Chapters of the Connecticut Statutes, and (ii) the terms on which any payments or reserves securing the payment of the Bonds will be paid, and the terms of any reserve or other fund for the benefit of the holders of the Bonds; and, in any event, to amend or supplement the Indenture containing such terms and conditions as a majority of the Bond Committee shall determine to be necessary or advisable and in the best interest of the City, the execution thereof to be conclusive evidence of such determination.

Section 6. The issue of the Obligations aforesaid and of all other bonds or notes of the City heretofore authorized but not yet issued, as of the effective date of this Ordinance, would not cause the indebtedness of the City to exceed any debt limit calculated in accordance with law.

Section 7. The City is authorized to make temporary borrowings in anticipation of the receipt of the proceeds of any series of said Bonds or any anticipated amounts of State and Federal grants in aid for the Projects. Notes evidencing such borrowings shall be signed by the manual or facsimile signatures of a majority of the Bond Committee, have the seal of the City or a facsimile thereof affixed, be payable at a bank or trust company designated by a majority of the Bond Committee, be certified by a bank or trust company designated by a majority of the Bond Committee, pursuant to Section 7-373 of the Connecticut Statutes, and be approved as to their legality by the City's bond counsel. Notes shall be sold in competitive offering or by negotiation as determined by a majority of the Bond Committee. If sold in a competitive offering, the notes shall be sold by a majority of the Bond Committee at not less than par and accrued interest on the basis of the lowest net or true interest cost to the City, by sealed proposals, auction or other comparative method. If the notes are sold by negotiation, the purchase contract shall be signed by a majority of the Bond Committee. The notes shall be issued with maturity dates which comply with the provisions of the Connecticut Statutes that govern the issuance of such notes. The notes shall be general obligations of the City and shall comply with all requirements of law, including any debt limit, relating to the authorization or issuance of such notes. The net interest cost on such notes, including renewals thereof, and the expense of preparing, issuing and marketing them, to the extent paid from the proceeds of such renewals or said Bonds, shall be included as a cost of the Projects. Upon the sale of said Bonds the proceeds thereof, to the extent required, shall be applied forthwith to the payment of the principal of and the interest on any such temporary borrowings then outstanding or shall be deposited with a bank or trust company

in trust for such purpose. The City is also authorized to issue notes in anticipation of the receipt of grants, if applicable, and a majority of the Bond Committee shall determine the terms and conditions of such issuance.

Section 8. Resolution of Official Intent to Reimburse Expenditures with Borrowings. The City hereby expresses its official intent pursuant to §1.150-2 of the Federal Income Tax Regulations, Title 26 (the "Regulations"), to reimburse expenditures paid 60 days prior to and after the date of passage of this Ordinance in the maximum amount and for the Projects described above with the proceeds of bonds, notes, or other obligations authorized to be issued by the City. Such obligations shall be issued to reimburse such expenditures not later than 18 months after the later of the date of the expenditure or the substantial completion of the project, or such later date the Regulations may authorize. The City hereby certifies that the intention to reimburse as expressed herein is based upon its reasonable expectations as of this date. The Director of Finance or his designee is authorized to pay project expenses in accordance herewith pending the issuance of reimbursement obligations, and to amend this declaration.

Section 9. The Director of Finance is hereby authorized to exercise all powers conferred by section 3-20e of the Connecticut Statutes with respect to secondary market disclosure and to provide annual information and notices of material events as enumerated in Securities and Exchange Commission Exchange Act Rule 15c2-12, as amended, as may be necessary, appropriate or desirable to effect the sale of the bonds, notes or other obligations authorized by this Ordinance.

Section 10. The Mayor, the Director of Finance and any other duly authorized City or Board of Education official is authorized to seek grants and other contributions for the costs of the Projects. Any such grants or contribution received prior to the issuance of any Obligations authorized herein shall be applied to the costs of the Projects or to pay at maturity the principal of any outstanding bond anticipation note, grant anticipation note or other temporary obligation issued pursuant this Ordinance and shall reduce the amount of Obligations that can be issued pursuant to this Ordinance. If such grants and contributions are received after the issuance of any Obligations, they shall be applied to pay either non-financed portions of the Projects or debt service on the Obligations provided such application does not adversely affect the tax-exempt status of the Obligations.

Section 11. This Ordinance shall be effective immediately upon the Mayor's signature.

ENACTED BY THE CITY COUNCIL ON: July 24, 2023

APPROVED BY THE MAYOR: Nancy R. Rosa DATE: July 31, 2023



**EXHIBIT A**

<b><u>Project Description</u></b>	<b><u>2022/2023 Capital Budget Appropriation</u></b>	<b><u>Total Bond Authorization</u></b>
<b><u>Public Works:</u></b>		
Street Paving – Ongoing Needs	\$925,000	\$925,000
Equipment – Gator Replacements	\$25,000	\$25,000
Equipment – Mower Replacements	\$30,000	\$30,000
Equipment – New Poly Sander	\$8,500	\$8,500
Equipment – New Trailers (Parks & PW)	\$40,000	\$40,000
Equipment – Hot Patch Machine	\$30,000	\$30,000
Equipment - Trailer	\$10,000	\$10,000
Equipment Storage Building – Butler Building	\$300,000	\$300,000
DPW - Passenger Vehicles – 107WN – 2003 Crown Victoria	\$18,000	\$18,000
DPW - Passenger Vehicles – 10WN – 2003 Taurus	\$18,000	\$18,000
DPW - Passenger Vehicles – 11WN – 2004 Ranger Pickup	\$45,000	\$45,000
DPW - Passenger Vehicles – 28WN – 2004 Crown Victoria	\$18,000	\$18,000
DPW - Passenger Vehicles – 74WN – 2004 Crown Victoria	\$18,000	\$18,000
DPW Vehicle - Heavy Duty – 106WN – 1991 Mobil Sweeper M9A	\$300,000	\$300,000
DPW Vehicle - Heavy Duty – 84WN -2004 Dump (F350)	\$130,000	\$130,000
DPW Vehicle - Heavy Duty – 88WN – 2006 Dump (F350)	\$70,000	\$70,000
DPW Vehicle - Heavy Duty – Bodies 2-7-8-9	\$300,000	\$300,000
DPW Vehicle - Heavy Duty – HWY18 – 2002 Freightliner Refuse	\$170,000	\$170,000
DPW Vehicle - Heavy Duty – New Bobcat Skidsteer	\$125,000	\$125,000
DPW Vehicle - Light Duty – 76WN – 2002 F250 Pickup	\$75,000	\$75,000
DPW Vehicle - Light Duty – 225WN – 2006 Pickup w/Plow & Sander	\$80,000	\$80,000
DPW Vehicle - Light Duty – 164WN – 1999 F450Flatbread 4x4	\$85,000	\$85,000
<b><u>Public Safety</u></b>		
Technology – Computer Equipment Upgrade	\$68,000	\$68,000
Technology – Card Reader Software Upgrade	\$50,000	\$50,000
Technology – License Plate Readers	\$45,000	\$45,000
Vehicle Replacement – F250 Pickup Replacement (1999 F250 – 224WN)	\$55,000	\$55,000
Vehicle Replacement – Admin Vehicle (51WN)	\$60,000	\$60,000
Patrol Car Replacements – 2003 Explorer (14 WN)	\$57,500	\$57,500
Patrol Car Replacements – 2007 Crown Victoria (55 WN)	\$55,500	\$55,500
Patrol Car Replacements – 2011 Crown Victoria (32 WN)	\$55,500	\$55,500
Patrol Car Replacements – 2003 Explorer (18 WN)	\$55,500	\$55,500
Patrol Car Replacements – 2004 Envoy (AC 54098)	\$55,500	\$55,500
Patrol Car Replacements – 2011Crown Victoria (25 WN)	\$55,500	\$55,500
<b><u>Parks &amp; Recreation</u></b>		
Beach Sand Management – Erosion of beach area	\$100,000	\$100,000

<b>Information Technology</b>		
Laptop + Docking Stations	\$60,000	\$60,000
Security Cameras	\$25,000	\$25,000
<b>Board of Education:</b>		
Carrigan Intermediate School – Domestic Piping	\$2,100,000	\$2,100,000
Washington School – Rebuild Project	\$7,061,600	\$7,061,600
<b>TOTAL:</b>	<b>\$12,780,100</b>	<b>\$12,780,100</b>

## FY22\_23 BUDGET - CAPITAL REQUEST

Owner	Project Name	Description/Reason	Funding Source	FY23
Board of Education	Carrigan Intermediate School	Domestic Piping	Bonding	\$ 2,100,000
Board of Education	Washington School	Rebuild Project	Bonding	\$ 7,061,600
Public Works	Street Paving	Ongoing Needs	Bonding	\$ 925,000
Public Works	Equipment	Gator Replacements	Bonding	\$ 25,000
Public Works	Equipment	Mower Replacements	Bonding	\$ 30,000
Public Works	Equipment	New Poly Sander	Bonding	\$ 8,500
Public Works	Equipment	New Trailers- Parks & PW	Bonding	\$ 40,000
Public Works	Equipment	Hot Patch Machine	Bonding	\$ 30,000
Public Works	Equipment	Trailer	Bonding	\$ 10,000
Public Works	Equip. Storage Building	Butler Building	Bonding	\$ 300,000
Public Works	DPW - Passenger Vehicles	107WN - 2003 Crown Victoria	Bonding	\$ 18,000
Public Works	DPW - Passenger Vehicles	10WN - 2003 Taurus	Bonding	\$ 18,000
Public Works	DPW - Passenger Vehicles	11WN - 2004 Ranger Pickup	Bonding	\$ 45,000
Public Works	DPW - Passenger Vehicles	28WN - 2004 Crown Victoria	Bonding	\$ 18,000
Public Works	DPW - Passenger Vehicles	74WN - 2004 Crown Victoria	Bonding	\$ 18,000
Public Works	DPW Vehicle - Heavy Duty	106WN - 1991 Mobil Sweeper M9A	Bonding	\$ 300,000
Public Works	DPW Vehicle - Heavy Duty	84WN - 2004 Dump (F350)	Bonding	\$ 130,000
Public Works	DPW Vehicle - Heavy Duty	88WN - 2006 Dump (F350)	Bonding	\$ 70,000
Public Works	DPW Vehicle - Heavy Duty	Bodies-2-7-8-9	Bonding	\$ 300,000
Public Works	DPW Vehicle - Heavy Duty	HWY18 - 2002 Freightliner Refuse	Bonding	\$ 170,000
Public Works	DPW Vehicle - Heavy Duty	New Bobcat SkidSteer	Bonding	\$ 125,000
Public Works	DPW Vehicle - Light Duty	76WN - 2002 F250 Pickup	Bonding	\$ 75,000
Public Works	DPW Vehicle - Light Duty	225WN - 2006 Pickup W/Plow&Sander	Bonding	\$ 80,000
Public Works	DPW Vehicle - Light Duty	164WN - 1999 F450 Flatbed 4X4	Bonding	\$ 85,000
Parks & Recreation	Beach Sand Management	Erosion of beach area	Bonding	\$ 100,000
Police	Technology	Computer Equipment Upgrade	Bonding	\$ 68,000
Police	Technology	Card Reader Software Upgrade	Bonding	\$ 50,000
Police	Technology	License Plate Readers	Bonding	\$ 45,000
Police	Vehicle Replacement	F250 Pickup Replacement (1999 F250 - 224WN)	Bonding	\$ 55,000
Police	Vehicle Replacement	Admin Vehicle (51WN)	Bonding	\$ 60,000
Police	Patrol Car Replacements	2003 Explorer (14-WN)	Bonding	\$ 57,500

## FY22\_23 BUDGET - CAPITAL REQUEST

Owner	Project Name	Description/Reason	Funding Source	FY23
Police	Patrol Car Replacements	2007 Crown Vic (55-WN)	Bonding	\$ 55,500
Police	Patrol Car Replacements	2011 Crown Vic (32-WN)	Bonding	\$ 55,500
Police	Patrol Car Replacements	2003 Explorer (18-WN)	Bonding	\$ 55,500
Police	Patrol Car Replacements	2004 Envoy (AC-54098)	Bonding	\$ 55,500
Police	Patrol Car Replacements	2011 Crown Vic (25-WN)	Bonding	\$ 55,500
Information Technology	Laptop + Docking Stations	Many of our computers are running on an outdate	Bonding	\$ 60,000
Information Technology	Security Cameras	The city continues to have BNC ongoing connecti	Bonding	\$ 25,000
<b>TOTAL REQUESTED CAPITAL</b>				<b>\$ 12,780,100</b>

LOCIP	\$ -
Capital Non-Recurring	\$ -
Grant	\$ -
Bonding	\$ 12,780,100
Clean Water Fund	\$ -
Total Requested Capital	<u>\$ 12,780,100</u>
<i>Check s/b Zero</i>	-

AFD	\$ -
Board of Education	\$ 9,161,600
Building	\$ -
Information Technology	\$ 85,000
Parks & Recreation	\$ 100,000
Police	\$ 613,000
Public Works	\$ 2,820,500
Water Pollution Control	\$ -
	<u>\$ 12,780,100</u>
	\$ -



## Appendix C

**CITY OF WEST HAVEN, CONNECTICUT**  
**General Fund - Bonded Debt (Summary)**  
**Existing & Proposed 2023 Bonds-Notes Debt Service (Resize for Premium)**

Fiscal Year	Existing GF Bonded Debt			2023A BANS	2023B BANS	2023C BANS	Proposed Bond Debt Service			Total - Existing & Proposed		
	Principal	Interest	P&I	Interest	Interest	Interest	Principal	Interest	P&I	Principal	Interest	P&I
2023-24	\$ 9,670,000	\$ 2,679,639	\$ 12,349,639	\$ 163,250	\$ 127,845	\$ -	\$ -	\$ 489,713	\$ 489,713	\$ 9,670,000	\$ 3,460,447	\$ 13,130,447
2024-25	10,020,000	2,219,011	12,239,011	-	-	534,794	1,315,000	978,681	2,293,681	11,335,000	3,732,486	15,067,486
2025-26	7,455,000	1,793,006	9,248,006	-	-	-	1,315,000	909,644	2,224,644	8,770,000	2,702,650	11,472,650
2026-27	5,480,000	1,499,813	6,979,813	-	-	-	1,310,000	840,738	2,150,738	6,790,000	2,340,550	9,130,550
2027-28	4,610,000	1,278,500	5,888,500	-	-	-	1,300,000	772,225	2,072,225	5,910,000	2,050,725	7,960,725
2028-29	2,680,000	1,122,491	3,802,491	-	-	-	1,300,000	703,975	2,003,975	3,980,000	1,826,466	5,806,466
2029-30	2,655,000	1,014,313	3,669,313	-	-	-	1,040,000	642,550	1,682,550	3,695,000	1,656,863	5,351,863
2030-31	2,530,000	906,200	3,436,200	-	-	-	1,040,000	587,950	1,627,950	3,570,000	1,494,150	5,064,150
2031-32	2,530,000	801,800	3,331,800	-	-	-	1,040,000	533,350	1,573,350	3,570,000	1,335,150	4,905,150
2032-33	2,360,000	700,800	3,060,800	-	-	-	1,040,000	478,750	1,518,750	3,400,000	1,179,550	4,579,550
2033-34	2,360,000	603,200	2,963,200	-	-	-	1,040,000	424,150	1,464,150	3,400,000	1,027,350	4,427,350
2034-35	2,335,000	506,100	2,841,100	-	-	-	775,000	376,506	1,151,506	3,110,000	882,606	3,992,606
2035-36	1,980,000	416,600	2,396,600	-	-	-	770,000	335,950	1,105,950	2,750,000	752,550	3,502,550
2036-37	1,980,000	334,200	2,314,200	-	-	-	765,000	295,656	1,060,656	2,745,000	629,856	3,374,856
2037-38	1,960,000	252,200	2,212,200	-	-	-	765,000	255,494	1,020,494	2,725,000	507,694	3,232,694
2038-39	1,640,000	178,600	1,818,600	-	-	-	765,000	215,331	980,331	2,405,000	393,931	2,798,931
2039-40	1,640,000	113,000	1,753,000	-	-	-	710,000	175,725	885,725	2,350,000	288,725	2,638,725
2040-41	790,000	47,400	837,400	-	-	-	710,000	136,675	846,675	1,500,000	184,075	1,684,075
2041-42	790,000	15,800	805,800	-	-	-	710,000	97,625	807,625	1,500,000	113,425	1,613,425
2042-43	-	-	-	-	-	-	710,000	58,575	768,575	710,000	58,575	768,575
2043-44	-	-	-	-	-	-	710,000	19,525	729,525	710,000	19,525	729,525
	\$ 65,465,000	\$ 16,482,672	\$ 81,947,672	\$ 163,250	\$ 127,845	\$ 534,794	\$ 19,130,000	\$ 9,328,788	\$ 28,458,788	\$ 84,595,000	\$ 26,637,350	\$ 110,502,825

**CITY OF WEST HAVEN, CONNECTICUT**  
**General Fund Supported - Bonded Debt (Detail by Purpose)**  
**Existing Debt Service**

Fiscal Year	Existing Bonded Debt - City			Existing Bonded Debt - BOE			Existing Bonded Debt - Deficit Bonds			Existing Bonded Debt - Sewer (Paid by GF)			Total - Existing Bonded Debt		
	Principal	Interest	P&I	Principal	Interest	P&I	Principal	Interest	P&I	Principal	Interest	P&I	Principal	Interest	P&I
2023-24	\$ 4,581,056	\$ 909,204	\$ 5,490,260	\$ 3,282,944	\$ 1,289,385	\$ 4,572,329	\$ 1,615,000	\$ 362,625	\$ 1,977,625	\$ 191,000	\$ 118,425	\$ 309,425	\$ 9,670,000	\$ 2,679,639	\$ 12,349,639
2024-25	4,660,056	689,071	5,349,127	3,558,944	1,139,066	4,698,010	1,615,000	281,875	1,896,875	186,000	109,000	295,000	10,020,000	2,219,011	12,239,011
2025-26	2,993,000	498,913	3,491,913	2,673,000	992,969	3,665,969	1,610,000	201,250	1,811,250	179,000	99,875	278,875	7,455,000	1,793,006	9,248,006
2026-27	1,806,000	391,690	2,197,690	1,885,000	896,448	2,781,448	1,610,000	120,750	1,730,750	179,000	90,925	269,925	5,480,000	1,499,813	6,979,813
2027-28	1,206,000	329,720	1,535,720	1,615,000	826,555	2,441,555	1,610,000	40,250	1,650,250	179,000	81,975	260,975	4,610,000	1,278,500	5,888,500
2028-29	913,000	286,776	1,199,776	1,612,000	762,089	2,374,089			-	155,000	73,625	228,625	2,680,000	1,122,491	3,802,491
2029-30	912,000	250,803	1,162,803	1,588,000	697,635	2,285,635			-	155,000	65,875	220,875	2,655,000	1,014,313	3,669,313
2030-31	807,000	214,125	1,021,125	1,568,000	633,950	2,201,950			-	155,000	58,125	213,125	2,530,000	906,200	3,436,200
2031-32	807,000	180,495	987,495	1,568,000	570,930	2,138,930			-	155,000	50,375	205,375	2,530,000	801,800	3,331,800
2032-33	697,000	149,065	846,065	1,508,000	509,110	2,017,110			-	155,000	42,625	197,625	2,360,000	700,800	3,060,800
2033-34	697,000	119,835	816,835	1,508,000	448,490	1,956,490			-	155,000	34,875	189,875	2,360,000	603,200	2,963,200
2034-35	683,000	90,885	773,885	1,497,000	388,090	1,885,090			-	155,000	27,125	182,125	2,335,000	506,100	2,841,100
2035-36	380,000	68,275	448,275	1,445,000	328,950	1,773,950			-	155,000	19,375	174,375	1,980,000	416,600	2,396,600
2036-37	380,000	51,725	431,725	1,445,000	270,850	1,715,850			-	155,000	11,625	166,625	1,980,000	334,200	2,314,200
2037-38	380,000	35,175	415,175	1,425,000	213,150	1,638,150			-	155,000	3,875	158,875	1,960,000	252,200	2,212,200
2038-39	245,000	22,000	267,000	1,395,000	156,600	1,551,600			-			-	1,640,000	178,600	1,818,600
2039-40	245,000	12,200	257,200	1,395,000	100,800	1,495,800			-			-	1,640,000	113,000	1,753,000
2040-41	40,000	2,400	42,400	750,000	45,000	795,000			-			-	790,000	47,400	837,400
2041-42	40,000	800	40,800	750,000	15,000	765,000			-			-	790,000	15,800	805,800
2042-43	-	-	-	-	-	-			-			-	-	-	-
2043-44	-	-	-	-	-	-			-			-	-	-	-
	\$ 22,472,112	\$ 4,303,155	\$ 26,775,267	\$ 32,468,888	\$ 10,285,067	\$ 42,753,955	\$ 8,060,000	\$ 1,006,750	\$ 9,066,750	\$ 2,464,000	\$ 887,700	\$ 3,351,700	\$ 65,465,000	\$ 16,482,672	\$ 81,947,672

**CITY OF WEST HAVEN, CONNECTICUT**  
**General Fund Supported - Bonded Debt (Detail by Purpose)**  
**Proposed 2023 Bonds Debt Service (Detail -Resize for Premium)**

Fiscal Year	November 2023 Bonds Debt Service - City Issue Date: 11/21/23 Due: 11/15/24-43			November 2023 Bonds Debt Service - BOE Issue Date: 11/21/23 Due: 11/15/24-43			Total New Debt Service		
	Principal	Interest	P&I	Principal	Interest	P&I	Principal	Interest	P&I
2023-24	\$ -	\$ 91,058	\$ 91,058	\$ -	\$ 398,656	\$ 398,656	\$ -	\$ 489,713	\$ 489,713
2024-25	427,000	177,186	604,186	888,000	801,495	1,689,495	1,315,000	978,681	2,293,681
2025-26	429,000	154,716	583,716	886,000	754,928	1,640,928	1,315,000	909,644	2,224,644
2026-27	424,000	132,325	556,325	886,000	708,413	1,594,413	1,310,000	840,738	2,150,738
2027-28	414,000	110,328	524,328	886,000	661,898	1,547,898	1,300,000	772,225	2,072,225
2028-29	414,000	88,593	502,593	886,000	615,383	1,501,383	1,300,000	703,975	2,003,975
2029-30	155,000	73,656	228,656	885,000	568,894	1,453,894	1,040,000	642,550	1,682,550
2030-31	155,000	65,519	220,519	885,000	522,431	1,407,431	1,040,000	587,950	1,627,950
2031-32	155,000	57,381	212,381	885,000	475,969	1,360,969	1,040,000	533,350	1,573,350
2032-33	155,000	49,244	204,244	885,000	429,506	1,314,506	1,040,000	478,750	1,518,750
2033-34	155,000	41,106	196,106	885,000	383,044	1,268,044	1,040,000	424,150	1,464,150
2034-35	95,000	34,544	129,544	680,000	341,963	1,021,963	775,000	376,506	1,151,506
2035-36	95,000	29,556	124,556	675,000	306,394	981,394	770,000	335,950	1,105,950
2036-37	95,000	24,569	119,569	670,000	271,088	941,088	765,000	295,656	1,060,656
2037-38	95,000	19,581	114,581	670,000	235,913	905,913	765,000	255,494	1,020,494
2038-39	95,000	14,594	109,594	670,000	200,738	870,738	765,000	215,331	980,331
2039-40	44,000	10,890	54,890	666,000	164,835	830,835	710,000	175,725	885,725
2040-41	44,000	8,470	52,470	666,000	128,205	794,205	710,000	136,675	846,675
2041-42	44,000	6,050	50,050	666,000	91,575	757,575	710,000	97,625	807,625
2042-43	44,000	3,630	47,630	666,000	54,945	720,945	710,000	58,575	768,575
2043-44	44,000	1,210	45,210	666,000	18,315	684,315	710,000	19,525	729,525
	\$ 3,578,000	\$ 1,194,205	\$ 4,772,205	\$ 15,552,000	\$ 8,134,583	\$ 23,686,583	\$ 19,130,000	\$ 9,328,788	\$ 28,458,788

**CITY OF WEST HAVEN**  
**Proposed BANs Debt Service Detail**  
**2023A BANs - \$6,530,000 (WHHS)**

Fiscal Year	New \$6,530,000 BANs 2023 (WHHS) Issue Date: 3/28/23 Due: 9/28/23			Total New Debt Service		
	Principal	Interest	P&I	Principal	Interest	P&I
2023-24	\$ -	\$ 163,250	\$ 163,250	\$ -	\$ 163,250	\$ 163,250
2024-25	-	-	-	-	-	-
2025-26	-	-	-	-	-	-
2026-27	-	-	-	-	-	-
2027-28	-	-	-	-	-	-
2028-29	-	-	-	-	-	-
2029-30	-	-	-	-	-	-
2030-31	-	-	-	-	-	-
2031-32	-	-	-	-	-	-
2032-33	-	-	-	-	-	-
2033-34	-	-	-	-	-	-
2034-35	-	-	-	-	-	-
2035-36	-	-	-	-	-	-
2036-37	-	-	-	-	-	-
2037-38	-	-	-	-	-	-
2038-39	-	-	-	-	-	-
2039-40	-	-	-	-	-	-
2040-41	-	-	-	-	-	-
2041-42	-	-	-	-	-	-
2042-43	-	-	-	-	-	-
2043-44	-	-	-	-	-	-
	\$ -	\$ 163,250	\$ 163,250	\$ -	\$ 163,250	\$ 163,250

**CITY OF WEST HAVEN**  
**Proposed BANs Debt Service Detail**  
**2023B BANs - \$6,555,000 (WHHS)**

Fiscal Year	New \$6,555,000 BANs 2023B (WHHS) Issue Date: 9/28/23 Due: 2/15/24			Total New Debt Service		
	Principal	Interest	P&I	Principal	Interest	P&I
2023-24	\$ -	\$ 127,845	\$ 127,845	\$ -	\$ 127,845	\$ 127,845
2024-25	-	-	-	-	-	-
2025-26	-	-	-	-	-	-
2026-27	-	-	-	-	-	-
2027-28	-	-	-	-	-	-
2028-29	-	-	-	-	-	-
2029-30	-	-	-	-	-	-
2030-31	-	-	-	-	-	-
2031-32	-	-	-	-	-	-
2032-33	-	-	-	-	-	-
2033-34	-	-	-	-	-	-
2034-35	-	-	-	-	-	-
2035-36	-	-	-	-	-	-
2036-37	-	-	-	-	-	-
2037-38	-	-	-	-	-	-
2038-39	-	-	-	-	-	-
2039-40	-	-	-	-	-	-
2040-41	-	-	-	-	-	-
2041-42	-	-	-	-	-	-
2042-43	-	-	-	-	-	-
2043-44	-	-	-	-	-	-
	\$ -	\$ 127,845	\$ 127,845	\$ -	\$ 127,845	\$ 127,845

**CITY OF WEST HAVEN**  
**Proposed BANs Debt Service Detail**  
**2023C BANs - \$10,435,000 (WHHS Retainage)**

Fiscal Year	New \$10,435,000 BANs 2023C (WHHS) Issue Date: 11/21/23 Due: 11/20/24			Total New Debt Service		
	Principal	Interest	P&I	Principal	Interest	P&I
2023-24	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2024-25	-	534,794	534,794	-	534,794	534,794
2025-26	-	-	-	-	-	-
2026-27	-	-	-	-	-	-
2027-28	-	-	-	-	-	-
2028-29	-	-	-	-	-	-
2029-30	-	-	-	-	-	-
2030-31	-	-	-	-	-	-
2031-32	-	-	-	-	-	-
2032-33	-	-	-	-	-	-
2033-34	-	-	-	-	-	-
2034-35	-	-	-	-	-	-
2035-36	-	-	-	-	-	-
2036-37	-	-	-	-	-	-
2037-38	-	-	-	-	-	-
2038-39	-	-	-	-	-	-
2039-40	-	-	-	-	-	-
2040-41	-	-	-	-	-	-
2041-42	-	-	-	-	-	-
2042-43	-	-	-	-	-	-
2043-44	-	-	-	-	-	-
	\$ -	\$ 534,794	\$ 534,794	\$ -	\$ 534,794	\$ 534,794



# CITY OF WEST HAVEN, CT

**\$19,335,000\* GENERAL OBLIGATION BONDS, ISSUE OF 2023**

**\$10,435,000\* GENERAL OBLIGATION BOND ANTICIPATION NOTES, ISSUE OF 2023, SERIES C**

**PRELIMINARY FINANCING SCHEDULE AS OF 9/7/2023**

September 2023						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

October 2023						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

November 2023						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

■	Holiday
■	MARB Meetings
■	Rating Calls
■	Post POS
■	Pricing
■	Closing

Day	Date	Activity	Responsible Party
Tuesday	September 12	Send <b>Working Draft of OS Tables &amp; OS Body</b> for updating	MA
Thursday	September 14	MARB Meeting to Discuss Borrowing	City/MA
Week of	September 25-29	Internal Organizational/Planning Meeting	City/MA/BC
Friday	September 29	Update Information due from City	City
Week of	October 2-6	Pre-rating Meetings	MA/City
Thursday	October 5	Send <b>1<sup>st</sup> draft POS</b> to Working Group	MA
Thursday	October 12	Comments due on <b>1<sup>st</sup> draft POS</b>	City/BC/U/UC/PA
Friday	October 13	Fiscal Year Ending 6/30/22 Audit Complete	City
Week of	October 16-20	Credit Rating Calls (Moody's and S&P)	City/MA
Week of	October 16-20	Underwriter's Due Diligence Call	UC/U
Monday	October 16	Send <b>2<sup>nd</sup> draft</b> POS to Working Group	MA
Monday	October 23	Comments due on <b>2<sup>nd</sup> draft POS</b>	City/BC/U/UC/PA
Wednesday	October 25	Post POS	MA
<b>Wednesday</b>	<b>November 2</b>	<b>Bond &amp; Note Pricing</b>	<b>City/MA/U/BC/UC</b>
Friday	November 3	Send closing memorandum	MA
Monday	November 6	City signs documents	BC
Tuesday	November 21	<b>Closing</b>	City/U/PA/BC/MA

\* - Preliminary, subject to change.





# CITY OF WEST HAVEN, CT

**\$19,335,000\* GENERAL OBLIGATION BONDS, ISSUE OF 2023**

**\$10,435,000\* GENERAL OBLIGATION BOND ANTICIPATION NOTES, ISSUE OF 2023, SERIES C**

**PRELIMINARY FINANCING SCHEDULE AS OF 9/7/2023**

September 2023						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

October 2023						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

November 2023						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

- Holiday
- MARB Meetings
- Rating Calls
- Post POS
- Pricing
- Closing

**Finance Team:**

Issuer (City of West Haven) – City  
 Bond Counsel (Pullman & Comley LLC) - BC  
 Municipal Advisor (Munistat Services, Inc) – MA  
 Underwriter – (Raymond James) – U  
 Underwriter’s Counsel - (TBD) - UC  
 Registrar, Certifying Bank and Paying Agent (U.S. Bank Trust Company) – PA

\* - Preliminary, subject to change.

1/12/23

West.Haven\_Bonds-Notes.2023\_Preliminary.Financing.Calendar.docx



Tentative Agreement  
between  
THE CITY OF WEST HAVEN  
and  
WEST HAVEN POLICE, LOCAL #895, UPSEU-C.O.P.S.

July 21, 2023

The City of West Haven and West Haven Police Local #895, UPSEU-C.O.P.S. hereby reach a Tentative Agreement relative to the City of West Haven Police Pension Plan. The negotiating committee for the City agrees to recommend that the Tentative Agreement be ratified by the City Council and by the State of Connecticut's Municipal Accountability Review Board ("MARB") as required by MARB's Policies and Procedures. The negotiating committee for the Union agrees to recommend that the Tentative Agreement be ratified by its members.

1. Add as **APPENDIX A** [new] to the City of West Haven Police Pension Plan.

Effective as soon as practicable and retroactive to July 1, 2023, all members hired after November 1, 2009 will transfer to the City of West Haven Police Defined Benefit (DB) Plan, except as provided in Section 1(e) below, with the following plan provisions:

Employee contributions to DB plan	9% (on ratification)
Normal retirement eligibility	age 55 with 25 years of service; max age 65
Benefit multiplier	2.00%
Final Salary	Participant's annual compensation on final day of Participant's employment
Normal form of annuity	single life annuity
COLA	0.00%

- a) Affected Employees shall retain their vested Defined Contribution (DC) employer match balance and may use those DC funds, or other funds, to purchase past service back to the date of hire by contributing 8% of their base salary for each year of service purchased.
- b) All other DB plan provisions will be the same as those for employees hired prior to November 1, 2009.
- c) Purchased service from November 1, 2009 until implementation of the proposed plan changes will be included for purposes of benefit eligibility, benefit accrual, and vesting.
- d) No additional contributions for prior service will be necessary for service prior to the date of transfer to the DB plan.
- e) Current employees hired since November 1, 2009 who are over age forty (40) as of July 1, 2023, can elect to remain in the DC plan. Election must be made by October 1, 2023. Employees hired after July 1, 2023, who are at or over age forty (40), can elect the Defined Contribution plan or Defined Benefit plan when hired.
- f) Term of the Defined Benefit Plan shall be July 1, 2023 through June 30, 2028.

2. Effective as soon as practicable and retroactive to July 1, 2023, eligible employees hired prior to 11/1/09, shall be entitled to a Deferred Retirement Option Plan (DROP) as described below:
  - Participants must have 25 years of continuous service and be eligible for normal retirement under the Police Defined Benefit Plan.
    - i. Participants with 25 years of service may elect to be in the DROP for up to 60 months.
    - ii. Participants with 26 – 29 years of service can elect a DROP period up to 36 months.
    - iii. Participants with 30 years of service can elect a DROP period of up to 12 months.
  - Percentage of accrued benefit credited to DROP account annually 100%
  - Interest credited on DROP account 0%
  - Employee contribution rate during DROP period 0%
3. Officers hired prior to November 1, 2009, shall, upon completion of 25 years of service receive a 5% increase in their pension calculation from 60% to 65%.
4. Officers hired prior to November 1, 2009 shall contribute 9.5% of base pay for their pension contribution, effective on ratification.
5. Officers who retire with thirty (30) years of service or more, will receive the retiree medical benefits provided for in the Collective Bargaining Agreement with no premium cost share obligation.

FOR THE CITY

FOR THE UNION

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

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

MILLIMAN'S SUMMARY OF PENSION COSTS FOR JULY 21, 2023  
TENTATIVE AGREEMENT WITH LOCAL #985, UPSU-C.O.P.S.

August 15, 2023

1. It will cost the City approximately One Million Dollars (\$1,000,000) over 20 years to transfer employees hired after November 1, 2009, into the Defined Benefit Plan with a 2% benefit multiplier based on their annual compensation on their last day of employment, age 55 with 25 years of service; maximum age 65.
2. Providing the Deferred Retirement Option Plan ("DROP") for employees hired prior to November 1, 2009, is cost neutral on average to the City.
3. It will cost the City approximately Two Million Six Hundred Thousand Dollars (\$2,600,000) over 20 years to provide that officers hired prior to November 1, 2009, shall upon completion of 25 years of service, receive a 5% increase in their pension calculation from 60% to 65%.
4. The City will save approximately Three Hundred Thousand Dollars (\$300,000) over 20 years if officers hired prior to November 1, 2009, contribute 9.5% of base pay for their pension contribution.
5. It will cost the City approximately One and One Half Million Dollars (\$1,500,000) over 20 years to allow officers who retire with 30 years of service or more to receive retiree medical with no premium cost share.
6. Milliman believes the total package will cost the City Four Million and Eight Hundred Thousand Dollars (\$4,800,000) over 20 years.

RE: Pension Plan presentations for approval



Joseph Perno <jperno@whpd.com>

To David Taylor

You replied to this message on 8/7/2023 12:06 PM.

Reply | 
 Reply All | 
 Forward | 
 |

Mon 8/7/2023 10:45 AM

David,

The agreed upon cost for recruitment and training of a new Officer is \$120,000.00 for the first year. This cost is incurred from the following: approx. 46 weeks of salary (academy and O.I.T.), academy cost, recruitment costs, Officer's salary and OT for both recruitment and the 12 weeks of O.I.T. as well as the benefits provided by CBA.

The Department has averaged 4-5 Officers per year for the last 8 years leaving for the purpose of "no pension". This does not reflect the number of potential recruits that did not choose to be considered by WHPD during the recruitment process.

The main focus of offering a pension is to have stability in the ranks. With the anticipated adopting of a pension this should, in all practicality, stop the "revolving door of Officers" which we have been experiencing since (2009-2010) after the pension was no longer offered.

Hope this helps.

Joe

Cost	\$	120,000	per Officer
Average		4.50	per year
	\$	540,000	Cost per year

**From:** Jenn Castelhana

**Sent:** Thursday, August 10, 2023 1:54 PM

**To:** Chris Hodgson <[chodgson@berchemmoses.com](mailto:chodgson@berchemmoses.com)>; Chief Joseph Perno (WHPD) <[jperno@whpd.com](mailto:jperno@whpd.com)>; Deputy Chief Flemmig <[cflemmig@whpd.com](mailto:cflemmig@whpd.com)>; Tom McCarthy <[TMccarthy@westhaven-ct.gov](mailto:TMccarthy@westhaven-ct.gov)>; Nancy R. Rossi <[nrossi@westhaven-ct.gov](mailto:nrossi@westhaven-ct.gov)>; Pamela A. Alvino <[p Alvino@westhaven-ct.gov](mailto:p Alvino@westhaven-ct.gov)>

**Subject:** RE: Pension Plan presentations for approval

The approximate cost of each item in the final tentative agreement (attached) is as follows:

1. \$1 million cost to the City over 20 years
2. Cost neutral
3. \$2.6 million cost to the City over 20 years
4. \$300,000 saving to the City over 20 years
5. \$1.5 million cost to the City of 20 years

Approximate overall cost to the City over 20 years is \$4.8 million.

**Jennifer M. Castelhana, FSA, EA, MAAA**  
Principal and Consulting Actuary  
Pronouns: She/Her/Hers

Milliman  
+1 860 687 0103 Office  
+1 860 748 8646 Mobile

[milliman.com](http://milliman.com) | [email](mailto:jcastelhana@milliman.com)

Total Cost	\$	4,800,000
Time Frame	\$	20 years
	\$	240,000



August 28, 2023

**PERSONAL & CONFIDENTIAL**

Mr. David Taylor  
Acting Director of Finance  
City of West Haven  
355 Main Street  
West Haven, CT 06516

Re: City of West Haven Police Pension Plan  
Retirement Plan Analysis for Police Employees

Dear David:

At the City's request, we have analyzed the impact of the proposed changes to the Police pension plan as outlined in the Tentative Agreement between the City of West Haven and the West Haven Police, Local #895, UPSEU-C.O.P.S. The attached exhibit shows the results of our analysis.

The baseline results in the attached exhibit reflect the changes adopted by the City that were effective July 1, 2022. The details of those changes are outlined below.

All active employees received an increase in base compensation equal to \$10,000, plus an additional 2.5% of compensation. Because Cost of Living Adjustments (COLAs) for retirees are directly tied to salary increases for current employees, this change also impacted the benefits currently being paid to members in pay status.

The resulting COLAs for members in pay status were as follows:

- Members in pay status hired prior to July 1, 1993 received a COLA equal to 50% of the dollar amount of annual compensation increase granted to active employees holding a rank equivalent to the rank held by the retired member. Since rank information was not readily available at the time of this analysis we assumed that the COLA would equal 50% of the average dollar amount of annual compensation increase for all active employees. The average dollar increase for all active employees was approximately \$12,200, resulting in a COLA of approximately \$6,100 for each member in this group. All future COLAs remained unchanged.
- Members in pay status hired on or after July 1, 1993 receive a COLA equal to 50% of the percentage compensation increase granted to active employees. Therefore, the COLA was equal to 50% of 2.50%, or 1.25%. All future COLAs remained unchanged.

Mr. David Taylor  
August 28, 2023  
Page 2

In addition, the City elected to reset the amortization period to 15 years and lower the interest rate assumption to 6.90% as of July 1, 2022. Our projections reflect actual asset performance through July 1, 2022. **If the attached exhibit is distributed, please include a copy of this cover letter in its entirety.**

The results included herein were developed using models intended for valuations that use standard actuarial techniques as well as a model to develop long term funding projections. We have reviewed the models, including their inputs, calculations, and outputs for consistency, reasonableness, and appropriateness to the intended purpose and in compliance with generally accepted actuarial practice and relevant actuarial standards of practice. The models, including all input, calculations, and output may not be appropriate for any other purpose.

We have not explored any legal issues with respect to the proposed plan changes. We are not attorneys and cannot give legal advice on such issues. The consultants who worked on this assignment are pension actuaries. Milliman's advice is not intended to be a substitute for qualified legal or accounting counsel.

Except as noted above, our calculations are based on the actuarial methods and assumptions we used for our July 1, 2020 valuation and assume the plan changes were made effective on that date. In addition, our calculations are based on the census data that we used in our July 1, 2020 actuarial valuation except we have reflected the \$10,000 increase in base compensation plus an additional 2.5% of compensation and resulting Cost of Living Adjustments granted to retirees as of July 1, 2022. The actual cost will depend on the final form of the plan changes, the effective date, and the eligible members at that time.

The long range forecasts assume that the City will pay the Actuarially Determined Contribution each year, the assets will return 6.90% on a market value basis each year, and there are no future changes in the plan provisions, actuarial methods, or assumptions. Terminating and retiring active members are assumed to be replaced by new hires with the same age / pay / gender characteristics as those hired in the past few years.

The proposed plan change materially impacts the analysis of risks faced by the plan that was presented in our most recent actuarial valuation report. By allowing newer hires to enter the plan, the ratio of market value of assets to payroll will decrease and reduce the maturity risk of the plan. The other risks that were identified in our most recent actuarial valuation report are not materially impacted by this proposed change.

It is certain that actual experience will not conform exactly to the assumptions used in this analysis. To the extent future experience deviates from those assumptions, the results of this analysis could vary from the results presented here. Actual results at each point in time will yield different values, reflecting the actual experience of the plan membership and assets.



Mr. David Taylor  
August 28, 2023  
Page 3

We performed a limited review of the data used directly in our analysis for reasonableness and consistency and have not found material defects in the data. If there are material defects in the data, it is possible that they would be uncovered by a detailed, systematic review and comparison of the data to search for data values that are questionable or for relationships that are materially inconsistent. Such a review was beyond the scope of our assignment. If the underlying data or information is inaccurate or incomplete, the results of our analysis may likewise be inaccurate or incomplete and our calculations may need to be revised.

Milliman's work is prepared solely for the internal business use of the City of West Haven. To the extent that Milliman's work is not subject to disclosure under applicable public records laws, Milliman's work may not be provided to third parties without Milliman's prior written consent. Milliman does not intend to benefit or create a legal duty to any third party recipient of its work product, and Milliman may include a legend on its reports so stating. Milliman's consent to release its work product to any third party may be conditioned on the third party signing a Release, subject to the following exceptions: (a) the City may provide a copy of Milliman's work, in its entirety, to the City's professional service advisors who are subject to a duty of confidentiality and who agree to not use Milliman's work for any purpose other than to benefit the City; and (b) the City may provide a copy of Milliman's work, in its entirety, to other governmental entities, as required by law. No third party recipient of Milliman's work product should rely upon Milliman's work product. Such recipients should engage qualified professionals for advice appropriate to their own specific needs.

I am a member of the American Academy of Actuaries and meet the Qualification Standards of the American Academy of Actuaries to render the actuarial opinion contained herein.

Please let me know if you have any questions.

Sincerely,

A handwritten signature in blue ink that reads "Jenn".

Jennifer M. Castelhana, FSA  
Consulting Actuary

# City of West Haven Police Pension Plan

## Cost Impact of Proposed Pension Plan Changes

### Based on July 1, 2020 Valuation

**Proposed Change 1** Employees hired after 11/1/2009 will enter the DB plan with the following provisions and have the option to purchase service back to date of hire by contributing 8.0% of their base salary for each year of service purchased. For purposes of this analysis, we have assumed that all employees will purchase all service back to date of hire.

Employee contributions to DB plan	9.00%
Normal retirement eligibility	age 55 with 25 years; max 65
Benefit multiplier	2.00%
Salary averaging period	1 year
Normal form of annuity	single life annuity
COLA	none

All other DB plan provisions are the same as those for employees hired prior to 11/1/2009. Purchased service is included for purposes of benefit eligibility, benefit accrual, and vesting.

**Proposed Change 2** Eligible employees hired prior to 11/1/09, shall be entitled to a Deferred Retirement Option Plan (DROP) as described below

Participants must have 25 years of continuous service and be eligible for normal retirement under the Police Defined Benefit Plan.

Participants with 25 years of service may elect to be in the DROP for up to 60 months.

Participants with 26 – 29 years of service can elect a DROP period up to 36 months.

Participants with 30 years of service can elect a DROP period of up to 12 months.

Percentage of accrued benefit credited to DROP account annually	100%
Interest credit on DROP account	0%
Employee contribution rate during DROP period	0%

**Proposed Change 3** Employees hired prior to November 1, 2009 shall receive a 5% increase in their pension calculation from 60% to 65% upon completion of 25 years of service.

**Proposed Change 4** Officers hired prior to November 1, 2009 will increase their pension contributions from 9.0% to 9.5% of base pay.

Fiscal Year	2024-25	2025-26	2026-27	2027-28	2028-29
Baseline Actuarially Determined Contribution	\$4,771,000	\$5,418,000	\$5,857,000	\$6,749,000	\$6,937,000
Cost/(savings) to City - Change 1	16,000	34,000	56,000	71,000	96,000
Cost/(savings) to City - Change 2*	0	0	0	0	0
Cost/(savings) to City - Change 3	0	119,000	152,000	329,000	390,000
Cost/(savings) to City - Change 4	(24,000)	(24,000)	(24,000)	(22,000)	(21,000)
Actuarially Determined Contribution after changes	4,763,000	5,547,000	6,041,000	7,127,000	7,402,000
<b>Total Cost/(Savings) to City</b>	<b>(8,000)</b>	<b>129,000</b>	<b>184,000</b>	<b>378,000</b>	<b>465,000</b>

\* The actual cost of the DROP plan cannot be determined until the utilization of the DROP is known. However, the DROP was designed to be cost neutral to the City on average.

The results above reflect the changes outlined in Scenario 1 of our analysis dated May 31, 2022 with the amortization period reset to 15 years as of July 1, 2022. In addition, we have updated our analysis to reflect an interest rate of 6.90% for all scenarios. The City granted all active employees a \$10,000 increase in base compensation plus an additional 2.5% of compensation and granted retirees Cost of Living Adjustments as they are directly tied to salary increases for active employees. The City adopted these changes effective July 1, 2022.

This projection is based on the results of the July 1, 2020 actuarial valuation and assumes that there are no future changes in the actuarial methods or assumptions or in the plan provisions unless otherwise noted above. Our projections reflect actual asset performance through July 1, 2022. Actual results at each point in time will yield different values, reflecting the actual experience of the plan membership and assets. Terminating and retiring active members are assumed to be replaced by new hires with the same age / pay / gender characteristics as those hired in the past few years. For purposes of this analysis, the amortization period declines to 1 year to illustrate the progress of the plan towards becoming fully funded; in actual practice the amortization period will not be less than 10 year to shield the City from contribution volatility.

This work product was prepared solely for the City for the purposes described herein and may not be appropriate to use for other purposes. Milliman does not intend to benefit and assumes no duty or liability to other parties who receive this work. Milliman recommends that third parties be aided by their own actuary or other qualified professional when reviewing the Milliman work product.

**Summary of Cost Impact of Pension Plan Agreement with the Police Department**

General Topic	Change	Fiscal Impact				
		FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28
Wages	General Wage Increases %	NA	NA	NA	NA	NA
	Cost of General Wage Increase in \$	\$ -	\$ -	\$ -	\$ -	\$ -
	Cost of Step Yearly Increment Changes in \$ (Yr 1 budget at top step)	\$ -	\$ -	\$ -	\$ -	\$ -
Healthcare		NA	NA	NA	NA	NA
Pension - provided by Actuary, see note and Actuarial report	Employees hired after 11/1/2009 will enter the DB plan with the following provisions and have the option to purchase service back to date of hire by contributing 8.0% of their base salary for each year of service purchased. For purposes of this analysis, we have assumed that all employees will purchase all service back to date of hire.	16,000	34,000	56,000	71,000	96,000
	Eligible employees hired prior to 11/1/09, shall be entitled to a Deferred Retirement Option Plan (DROP)	-	-	-	-	-
	Employees hired prior to November 1, 2009 shall receive a 5% increase in their pension calculation from 60% to 65% upon completion of 25 years of service.	-	119,000	152,000	329,000	390,000
	Officers hired prior to November 1, 2009 will increase their pension contributions from 9.0% to 9.5% of base pay.	(24,000)	(24,000)	(24,000)	(22,000)	(21,000)
<b>Net Annual Cost (Savings) Impact on ADC for 5-year plan</b>		<b>\$ (8,000)</b>	<b>\$ 129,000</b>	<b>\$ 184,000</b>	<b>\$ 378,000</b>	<b>\$ 465,000</b>
Sick Leave	Current provisions: ____ New provisions: ____ Cost/(Savings)	NA	NA	NA	NA	NA
	Vacation Leave	Current provisions: ____ New provisions: ____ Cost/(Savings)	NA	NA	NA	NA
<b>Other Measures</b>						
Decreased Turnover	Cost Avoidance of recruitment and training due to officer resignations.	\$ (240,000)	\$ (240,000)	\$ (240,000)	\$ (240,000)	\$ (240,000)
<b>Total Savings anticipated</b>		<b>\$ (240,000)</b>	<b>\$ (240,000)</b>	<b>\$ (240,000)</b>	<b>\$ (240,000)</b>	<b>\$ (240,000)</b>
<b>Net Expected Cost (Savings) Impact on 5-Year Plan</b>		<b>\$ (248,000)</b>	<b>\$ (111,000)</b>	<b>\$ (56,000)</b>	<b>\$ 138,000</b>	<b>\$ 225,000</b>

**Notes:**

Actuarial impact provided by Milliman. These numbers require context. Please refer to analysis and cover letter provided by Milliman for important details and notes regarding their calculations.

The City of West Haven has experienced turnover of 4 - 5 officers per year for the last 8 years with the reason of "no pension plan" given by the officer. Although this is a cost of \$540K annually, this presentation conservatively considers reducing that number by 2 officers per year.

The net result is cost-neutral over this horizon.

**THE CITY OF WEST HAVEN POLICE DEPARTMENT**  
**PENSION PLAN**

January 1, 2009 - December 31, 2016

08/16/2010

**THE CITY OF WEST HAVEN POLICE DEPARTMENT  
PENSION PLAN**

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## PREAMBLE

This plan contains provisions which have previously been governed by the West Haven City Charter (1980), an ordinance of the City of West Haven on Police Disability Benefits, and the Collective Bargaining Agreements between the City of West Haven and West Haven Police, Local #895 of Connecticut Council of Police Unions #15, AFSCME, AFL-CIO. Pursuant to negotiations between the City and Local #895 and a resolution of the City Council, the Police Relief Fund is being amended and restated in its entirety, and is being renamed The City of West Haven Police Department Pension Plan (the "Plan"). This Plan does not modify the benefits, rights or obligations of Participants who commenced receiving benefits under the Police Relief Fund prior to its adoption, and such benefits, rights and obligations shall be determined exclusively under the plan in effect prior thereto.

**ARTICLE 1**  
**DEFINITIONS**

Section 1.01 Accrued Benefit. A Participant's Accrued Benefit, at any given point in time, shall be as set forth in Section 5.01.

Section 1.02 Bargaining Agreement. The Bargaining Agreement in effect from time to time between West Haven Police Local #895 and the City.

Section 1.03 Beneficiary. Any person or persons designated by the Participant, or otherwise entitled, to receive any benefit hereunder not received by the Participant or the Participant's Surviving Spouse.

Section 1.04 Board. The City of West Haven Board of Police Commissioners.

Section 1.05 City. The City of West Haven.

Section 1.06 Compensation. The Participant's base salary rate, excluding all additional payments such as extra duty, overtime, longevity or shift premiums.

Section 1.07 Domestic Relations Order. Any judgment, decree or order (including approval of a property settlement agreement) which relates to the provision of child support, alimony payments, or marital property rights to a spouse, former spouse, child, or other dependent of a Participant and is made pursuant to a State domestic relations law.

Section 1.08 Effective Date. January 1, 2009 – December 31, 2016.

Section 1.09 Employee. Any regular, full-time, permanent, investigatory and uniformed member of the City of West Haven Police Department who is duly sworn and vested with police powers hired before November 1, 2009.

Section 1.10 Employee Contributions. Contributions described in Section 3.03(a) and (b).

Section 1.11 Final Salary. The Participant's annual Compensation on the final day of the Participant's employment.

Section 1.12 Final Adjusted Salary. For a Participant employed prior to January 1, 1999, who has completed twenty-five (25) or more Years of Service, the Participant's Final Adjusted Salary shall be the annual Compensation of an Employee holding the next higher rank to that held by the Participant prior to retirement. A Participant holding the rank of Chief prior to retirement shall not be entitled to a Final Adjusted Salary regardless of the Participant's Years of Service. For any Participant who commences employment on or after January 1, 1999, there shall be no Final Adjusted Salary and the Participant's benefits shall be determined by reference to Final Salary only.

Section 1.13 Fund. The funds held by the Funding Agent derived from contributions made pursuant to the Plan, any property into which the same or any part thereof may be converted, and any increment thereto or income thereon.

Section 1.14 Funding Agent. The City Finance Director or any other trustee, insurance company or other person, or any combination of the foregoing, which is maintaining



custody of the funds which derive from contributions made pursuant to the Plan and from which benefits shall be paid, or any successor to such person.

Section 1.15 Funding Agreement. The agreement of trust and/or group annuity contract pursuant to which the Funding Agent maintains custody of the Fund.

Section 1.16 Leave of Absence. Any one of the following:

- (a) paid leave granted by the City;
- (b) leave for jury duty;
- (c) service in the Armed Forces of the United States under circumstances which entitle the Participant to reemployment upon completion of military service under the provisions of the Uniformed Services Employment and Reemployment Rights Act of 1994, so long as reemployment occurs within ninety (90) days following the completion of said military service (except if the period is extended due to a disability incurred in the course of such service);
- (d) leave pursuant to the Family and Medical Leave Act.

Section 1.17 Local #895. West Haven Police Local #895 of Connecticut Council of Police Unions #15, AFSCME, AFL-CIO.

Section 1.18 Participant. An Active Participant is an Employee participating in the Plan pursuant to Article 2 hereof. A Retired Participant is a former Employee who has retired and is receiving benefits pursuant to the Plan.

Section 1.19 Plan. The City of West Haven Police Department Pension Plan as set forth herein and as hereafter amended.

Section 1.20 Plan Administrator. The Plan Administrator shall be the Trustees of the Plan as defined in Section 1.24.

Section 1.21 Plan Year. The twelve-month period commencing July 1 and ending June 30.

Section 1.22 Prior Plan. The City of West Haven Police Relief Fund, as set forth in the City Charter, various Collective Bargaining Agreements existing from time to time, the Manual of the Department of Police Service (the "Blue Book") and past practice prior to the Effective Date.

Section 1.23 Spouse or Surviving Spouse. The Spouse or Surviving Spouse of the Participant at the time of the Participant's retirement, provided that a former spouse will be treated as the Spouse or Surviving Spouse to the extent provided under a Domestic Relations Order.

Section 1.24 Trustees. The Commissioners of the Board and the President of Local #895 or his designee, which designee shall be a member of the Executive Board of Local #895.

Section 1.25 Year of Service. An annual period during which a Participant performs active service with the City. The first such annual period shall begin on the date on which a Participant commences employment with the City, and subsequent annual periods shall begin on each anniversary thereof. Credit will be given for partial Years of Service, expressed in months and rounded to the nearest completed whole month. Time spent on a disability retirement shall not be included for purposes of calculating Years of Service. Time spent on Leave of Absence shall be included for purposes of calculating Years of Service.

Section 1.26 Other Definitions. The following words and phrases, when capitalized, shall have the meaning described elsewhere in the Plan unless a different meaning is plainly implied by the context:

	<u>Section</u>
Death Benefit	9.01
Retirement Benefit	5.02
Retirement Date	4.01
Normal Retirement Date	4.02
Late Retirement Date	4.03
Disability Retirement Date	4.04
Permanent and Total Disability	6.01
Service Connected Disability	6.01
Service Connected Death Benefit	9.02
Terminated Vested Participant	8.01

## **ARTICLE 2**

### **ELIGIBILITY**

Section 2.01 Eligibility to Participate. Each Employee who was a Participant in the Prior Plan shall continue as a Participant. Any other Employee shall become a Participant on the date that the Employee commences employment. Regular, full-time, permanent, investigatory and uniformed members hired after November 1, 2009 shall not be eligible to participate in the City of West Haven Police Department Pension Plan and shall participate in the City of West Haven Pension Plan (defined contribution 401(k) plan).

Section 2.02 Termination of Participation. A person shall cease to be an Active Participant upon ceasing to be an Employee.

Section 2.03 Reemployment. If an individual leaves the service of the West Haven Police Department and is later reemployed, said individual shall become a Participant in the Plan effective as of the date of reemployment.

### ARTICLE 3

#### FUNDING POLICY AND CONTRIBUTIONS

Section 3.01 The Fund. The City shall maintain a fund pursuant to one or more Funding Agreements with one or more Funding Agents for the purpose of receiving, administering, investing and reinvesting contributions made hereunder, and the proceeds thereof, and for the purpose of providing for the payment of the benefits provided under the Plan.

Section 3.02 Contributions by the City. The City shall contribute to the cost of the Plan by making periodic contributions to the Funding Agent taking into consideration actuarial calculations. An actuarial valuation of the Plan shall be conducted at least once in every five (5) years as required by Conn. Gen. Stat. § 7-450a.

Section 3.03 Employee Contributions.

- (a) Prior to January 1, 1999, each Participant shall contribute to the Plan the annual amount of seven percent (7%) of Compensation for the Plan Year.
- (b) On and after January 1, 1999, each Participant shall contribute to the Plan the annual amount of seven and one-half percent (7.5%) of Compensation for the Plan Year.
- (c) Effective July 1, 2010, each Participant shall contribute to the Plan the annual amount of eight percent (8%) of Compensation for the Plan Year.
- (d) Effective July 1, 2012, each Participant shall contribute to the Plan the annual amount of eight and one-half percent (8.5%) of Compensation for the Plan Year.

- (e) Effective July 1, 2014, each Participant shall contribute to the Plan the annual amount of nine percent (9%) of Compensation for the Plan Year.
- (f) Effective July 1, 2016, each Participant shall contribute to the Plan the annual amount of nine and one-half percent (9.5%) of Compensation for the Plan Year.

Section 3.04 Liability for Pensions. Except as may be provided by law, the City shall not be liable to pay any pension except such pension as shall be payable in accordance with the terms of the Plan.

Section 3.05 Expenses of Administration. All expenses of the administration of the Plan, as well as the expenses of administration of the Fund, shall be paid from the Fund.

## ARTICLE 4

### RETIREMENT DATES

Section 4.01 Retirement Date. A Participant's Retirement Date shall be the Participant's Normal Retirement Date (as defined in Section 4.02), Late Retirement Date (as defined in Section 4.03), or Disability Retirement Date (as defined in Section 4.04), whichever is applicable to the particular Participant.

Section 4.02 Normal Retirement Date. A Participant's Normal Retirement Date shall be the earlier of:

- (a) A Participant's sixty-fifth (65th) birthday; or
- (b) The date on which the Participant completes twenty (20) Years of Service.

Section 4.03 Late Retirement Date. A Participant may remain in the service of the City after the Participant's Normal Retirement Date. In such event, the Participant's Late Retirement Date shall be the final day of Participant's employment.

Section 4.04 Disability Retirement Date. A Participant's Disability Retirement Date shall be the date on which a Participant is placed on Disability Retirement due to a Service Connected Disability, pursuant to Article 6 of this Plan.

## ARTICLE 5

### CALCULATION OF RETIREMENT BENEFIT

Section 5.01 Accrued Benefit. The Accrued Benefit of a Participant, at any date of determination, shall be a monthly annuity commencing at the Participant's Normal Retirement Date in a monthly amount equal to one-twelfth of the sum of

- (a) two and one-quarter percent (2.25%) of such Participant's Final Salary, or Final Adjusted Salary, if applicable, multiplied by Years of Service, provided the Participant has at least ten (10) Years of Service, plus
- (b) three percent (3.0%) of such Participant's Final Salary, or Final Adjusted Salary, if applicable, multiplied by Years of Service in excess of twenty (20), provided that in no event shall the Accrued Benefit be less than \$2,000/year, nor more than seventy five percent (75%) of a Participant's Final Salary, or Final Adjusted Salary if applicable.

For the purpose of this Section, Year of Service shall be as defined in Section 1.25 and shall include credit for partial Years of Service pursuant to said Section.

Section 5.02 Retirement Benefit. The Retirement Benefit shall be the Participant's Normal Retirement Benefit (as calculated in accordance with Section 5.03), Late Retirement Benefit (as calculated in accordance with Section 5.04), Service Connected Disability Retirement Benefit (as calculated in accordance with Section 5.05) or Retirement Benefit for Terminated Vested Participants (as calculated in accordance with Section 8.06); whichever is applicable to the particular Participant.

Section 5.03 Calculation of Normal Retirement Benefit. A Participant's Normal Retirement Benefit shall be the Accrued Benefit calculated as of the Participant's Normal Retirement Date.



Section 5.04 Calculation of Late Retirement Benefit. A Participant who continues to be an Employee of the City after the Participant's Normal Retirement Date shall receive a Late Retirement Benefit, payable commencing on the Participant's Late Retirement Date, which shall be the Accrued Benefit calculated in accordance with Section 5.01 as of the Participant's Late Retirement Date.

Section 5.05 Calculation of Service Connected Disability Retirement Benefit. A Participant who is eligible for a Service Connected Disability, pursuant to Article 6, shall receive a Service Connected Disability Retirement, payable commencing on the Participant's Disability Retirement Date, which shall be the greater of the following:

- (a) fifty-five percent (55%) of the Participant's Final or Final Adjusted Salary prior to the disability retirement date; or
- (b) if the Participant retired with a Permanent and Total Disability, seventy-five percent (75%) of such Participant's Final Salary or Final Adjusted Salary prior to the disability retirement date; or
- (c) the amount of the non-disability retirement benefit that the Participant is eligible to receive pursuant to Section 5.01.

The minimum Service Connected Disability Retirement Benefit shall be \$2,000/year and the maximum Service Connected Disability Retirement Benefit shall be seventy-five percent (75%) of the Participant's Final Salary or Final Adjusted Salary.

Section 5.06 Escalation Clause Adjustment for Retirement Benefit.

- (a) The provisions of this Section shall not apply to the Retirement Benefit of a Terminated Vested Participant.

- (b) For Employees who were hired prior to July 1, 1993, the following escalation provision shall apply. In the event that the annual salary paid to active Employees holding a rank equivalent to the rank held by the Retired Participant is increased, the Retirement Benefit payable to said retired Participant shall be increased in an amount equal to fifty percent (50%) of the actual dollar amount of the increase that the active Employee receives. Said increased Retirement Benefit shall be payable over the same period of time that said active Employee receives the increased annual wage.
- (c) For employees who are hired on or after July 1, 1993, and who retire thereafter, the following escalation provision shall apply. In the event that the annual salaries paid to active Employees are increased by a general wage increase through collective bargaining, the Retirement Benefit payable to retired Participants shall be increased by one-half of the percentage general wage increase. For example, if there is a general wage increase of four percent (4%), Retirement Benefits shall increase by two percent (2%).

## ARTICLE 6

### DISABILITY RETIREMENT

Section 6.01 Service Connected Disability. A Participant who sustains a permanent disability while in the regular performance of police duties, without willful cause or wanton misconduct by the Participant, that renders the Participant physically or mentally unable to perform the regular duties of a police officer, is eligible to retire with a Service Connected Disability. The determination of whether a Service Connected Disability exists and, if applicable, whether the Participant has a Permanent and Total Disability, shall be made in accordance with Section 6.03. Permanent and Total Disability shall mean a disability that renders the Participant unable to engage in any gainful employment. The definitions and standards of the Connecticut Workers' Compensation Act and the Social Security Act shall apply in determining whether a Participant has a Permanent and Total Disability.

Under no circumstances shall a disability resulting from the following causes be considered a Service Connected Disability:

- (a) use of alcohol;
- (b) use of or addiction to narcotics;
- (c) the commission of a felony that results in a conviction, a plea of nolo contendere, or the granting of an application for accelerated rehabilitation.

Section 6.02 Application. An application for a Service Connected Disability Retirement Benefit shall be submitted to the Board. An application shall not be complete until there has been a determination of disability as set forth in Section 6.03. An application for Service Connected Disability Retirement Benefit may be initiated by the Participant or by the City. An application for Service Connected Disability Retirement shall not be considered

complete until there has been a determination of Service Connected Disability in accordance with Section 6.03. The application shall be submitted in writing on the form provided by the City.

Section 6.03 Determination of Disability. An applicant for a Service Connected Disability Retirement Benefit shall be examined by two reputable physicians, one to be selected by the Participant and one to be selected by the City. If these two physicians should disagree as to the capacity of the Participant to perform further police duty, the two shall mutually agree on a third physician to examine the Participant. If, after examining such Participant, two or more of the physicians certify in writing that such Participant is incapacitated to perform further police duty, and the disability is service connected as defined in Section 6.01, the Board shall grant such Participant a Service Connected Disability Retirement. If the applicant claims to suffer from a Permanent and Total Disability, the examining physicians shall also certify whether the participant suffers from such Permanent and Total Disability.

Section 6.04 Annual Medical Examination. For ten (10) years subsequent to the Disability Retirement Date, the Board may require a disability retiree to submit to an annual medical examination, not more than once in any calendar year, by a physician selected by the City and at the City's expense. If the medical examination reveals that the Participant is capable of returning to active duty consistent with standards established by the Police Officer Standards in Training Counsel ("POST") or its successor, the Board may, in its sole discretion, reinstate the Participant and the Participant's Service Connected Disability Retirement Benefit shall cease. If the Participant refuses to submit to a medical examination, or fails to return to duty if so ordered by the Board, the Board may withhold the Participant's Disability Retirement Benefit until the Participant has complied with the Board's order.

Section 6.05 Reinstatement. A Participant reinstated pursuant to Section 6.04 shall be reinstated at the rank held prior to retirement. None of the time spent on disability retirement shall be counted in determining Years of Service under the Plan. A reinstated Participant shall be subject to the same probationary period as a newly hired employee.

Section 6.06 Offsets. A disability retirement benefit shall be subject to the following offsets:

- (a) A Participant's disability retirement benefit shall be reduced by any payments received under the Workers' Compensation Act and/or Heart and Hypertension Act; provided, however, that there shall be no offset for specific indemnity awards in accordance with Section 31-308 (b) of the Workers' Compensation Act.
- (b) No benefits shall be paid to a surviving spouse or dependents so long or for such period as such surviving spouse or dependents are receiving or are eligible to receive compensation under the Workers' Compensation Act and/or Heart and Hypertension Act.

## ARTICLE 7

### FORMS OF PAYMENT OF RETIREMENT BENEFIT

Section 7.01 Unmarried Participants - Standard Form of Benefit. The standard form of Retirement Benefit for a Participant who is not married on the Participant's Retirement Date shall be a monthly amount equal to the amount determined in the applicable Section of Article 5, payable as a monthly annuity commencing on said applicable Retirement Date and payable on the first day of each month thereafter during the life of the Retired Participant.

Section 7.02 Married Participants - Standard Form of Benefit - Joint and Survivor Annuity. A Participant who is married upon the Participant's Retirement Date shall receive a monthly amount equal to the amount determined in the applicable section of Article 5, in the form of a joint annuity for the life of the Participant commencing on the Participant's Retirement Date and payable monthly thereafter during the life of the Participant, with a survivor annuity for the life of the Participant's Spouse payable monthly commencing after the Retired Participant's death and equal to one hundred percent (100%) of the joint annuity. The Surviving Spouse shall receive the survivor annuity only if the Surviving Spouse was married to the Participant: (a) on the Participant's Retirement Date; and (b) for at least one year immediately preceding the Participant's death. Payment to the Surviving Spouse under this provision shall cease upon the death or remarriage of the Surviving Spouse.

Section 7.03 Children under the Age of Eighteen. After the death of a Retired Participant, and the death or remarriage of a Surviving Spouse who was eligible to receive a benefit pursuant to Section 7.02, if applicable, the Retirement Benefit shall be paid to children of the Participant until they attain the age of eighteen (18). The Retirement Benefit shall be

apportioned equally among any eligible children. The Retirement Benefit shall cease when the youngest eligible child reaches eighteen (18) and ceases to be eligible.

Section 7.04 Latest Date for Commencement of Payment. The Retirement Benefit of a Participant must be distributed, or commence to be distributed, no later than the first day of April following the calendar year in which such individual attains age 70 1/2, or in which he or she retires, if later.

## ARTICLE 8

### RETIREMENT BENEFIT FOR TERMINATED VESTED PARTICIPANTS

Section 8.01 Retirement Benefit for Terminated Vested Participants. A Participant who terminates employment with the City prior to the Participant's Normal Retirement Date and who is vested in a benefit, is a Terminated Vested Participant and shall receive a Retirement Benefit for Terminated Vested Participants as defined in Section 8.06.

Section 8.02 Vesting of Benefit, Attributable to City Contribution. A Participant shall be vested in a benefit attributable to City Contributions upon the occurrence of one of the following events:

- (a) Upon completing ten (10) Years of Service; or
- (b) Upon the termination of the Plan as provided in Article 11 hereof.

Until the occurrence of one of such events, the Participant's vested percentage shall be zero percent (0%).

Section 8.03 Vested Percentage in Employee Contribution. A Participant shall always be one hundred percent (100%) vested in the Employee Contributions that a Participant makes to the Plan.

Section 8.04 Computation of Years of Service. For purposes of this Article, all Years of Service shall be included subject to the Break in Continuity of Service rule set forth in Section 8.05.



Section 8.05 Break in Continuity of Service Rule. The following Break in Continuity of Service rule shall apply to the computation of Years of Service pursuant to Section 8.04: If a Participant shall have a period of absence from employment of ninety (90) days or more, which is not an authorized Leave of Absence, then service performed for the City for said calendar year shall not be included in determining the Vested Percentage under 8.02(a).

Section 8.06 Calculation of Retirement Benefit for Terminated Vested Participants. The Retirement Benefit for a Terminated Vested Participant who is vested in a benefit as provided in Section 8.02 shall be a monthly annuity in an amount equal to one-twelfth of two and one quarter percent (2.25%) of such Participant's Final Salary multiplied by Years of Service, calculated as of the date of the Participant's termination of employment. Such benefit shall be determined under Plan provisions in effect on the date of the Participant's termination of employment.

Section 8.07 Time of Commencement and Manner of Payment of Benefit for Terminated Vested Participants. A Terminated Vested Participant may apply, in writing, to the Board to receive a Retirement Benefit upon completion of what would have been the Participant's twentieth (20th) Year of Service. The form of benefit shall be a life annuity and said benefit shall not be subject to escalation pursuant to Section 5.06.

Section 8.08 Return of Employee Contributions. A Participant who terminates without a vested benefit shall receive a refund of the Participant's Employee Contributions to the Plan with interest at the rate of three percent (3%) per annum.

A Participant who terminated with a vested benefit may elect to receive a refund of the Participant's Employee Contributions to the Plan with interest at the rate of three percent (3%)

per annum. Election of such a refund shall cause the Participant to forfeit his or her right to receive a Retirement Benefit.

Section 8.09 Forfeitures. Any forfeitures of contributions shall be used to reduce the amount of contributions by the City. No part of any forfeitures resulting from the application of any provision of the Plan shall be applied to increase the benefit payable to any Participant.

## ARTICLE 9

### DEATH BENEFITS

Section 9.01 Death Benefit for Participant with Normal Retirement Date. If at the time of a Participant's death the Participant had reached the Participant's Normal Retirement Date, a Death Benefit shall be payable to the Surviving Spouse or children of the Participant until they attain the age of eighteen (18). The amount of such benefit shall be equal to the amount of the Retirement Benefit the Participant would have received if the Participant had retired immediately prior to the Participant's death. The Death Benefit will be payable monthly:

- (a) to the Surviving Spouse of such Participant until the Surviving Spouse's death or remarriage; or
- (b) if no Surviving Spouse qualifies under paragraph (a), the Board shall apportion the Death Benefit among the children of the Participant until they attain the age of eighteen (18).

If no dependent qualifies under paragraph (a) or paragraph (b) to receive the Death Benefit at the time of the Participant's death, the Death Benefit will be payable monthly to the parents of the Participant who were the Participant's dependents until the deaths of the parents.

Section 9.02 Service Connected Death Benefit. When a Participant shall have been killed while in the actual performance of duty, or shall have died from the proximate effects of any injury or ailment sustained while in the actual discharge of such duty, a Service Connected Death Benefit shall be payable to the Surviving Spouse or children of the Participant until they attain the age of twenty-one (21). The amount of such benefit shall be equal to one-twelfth (1/12) of ninety percent (90%) of the Participant's Final Salary or Final Adjusted Salary, if applicable, in effect prior to the Participant's death. Such benefit will be payable monthly:

- (a) to the Surviving Spouse of such Participant until the Surviving Spouse's death or remarriage; or
- (b) if no Surviving Spouse qualifies under paragraph (a), the Board shall apportion the Death Benefit equally among the children of the Participant who are under the age of twenty-one (21).

If no dependent qualifies under paragraph (a) or paragraph (b) to receive the Death Benefit at the time of the Participant's death, the Death Benefit will be payable monthly to the parents of the Participant who were the Participant's dependents until the deaths of the parents.

Section 9.03 Death Benefit for Vested Participant. If at the time of a Participant's death, the Participant would have been eligible for a Retirement Benefit as a Terminated Vested Participant, the Surviving Spouse of the deceased Participant shall be eligible to receive whatever benefit the Participant would have received as a Terminated Vested Participant, under Section 8.06, at such time as the Participant would have been eligible to receive it pursuant to Section 8.07 of this Plan. The Surviving Spouse shall receive this benefit if the Surviving Spouse was married to the Participant for at least one year immediately preceding the Participant's death. Payment to the Surviving Spouse under this provision shall cease upon the death or remarriage of the Surviving Spouse.

Section 9.04 Return of Employee Contributions To Surviving Spouse or Beneficiary. Upon the death of a Participant who has not qualified for a Death Benefit pursuant to Section 9.01, Section 9.02 or Section 9.03 herein, a lump sum equal to the total of Employee Contributions to the Plan made by the Participant shall be paid, with interest at the rate of three percent (3%) per annum, to the Surviving Spouse, or if there is no Surviving Spouse to the Beneficiary designated by the Participant, or if no Beneficiary has been designated then to the estate of the Participant.

Section 9.05 No Duplication of Benefits. The Death Benefit payable with respect to any particular Participant shall be a benefit described in Section 9.01 or 9.02. In no event will a death benefit be payable under more than one of the above sections on behalf of any one Participant.

Section 9.06 Escalation Clause Adjustment for Death Benefit. The provisions of Section 5.6(a) and (b) shall be applied to increase the Death Benefits provided under Sections 9.01 and 9.02 of this Article.

## ARTICLE 10

### ADMINISTRATION

Section 10.01 Responsibilities of the Plan Administrator. The Trustees shall be the Plan Administrator of the Plan, and shall have the following powers and responsibilities as Plan Administrator of the Plan:

- (a) To determine benefit rights;
- (b) To adopt such method for the computation of periods of service and participation as shall be permitted by law;
- (c) To instruct the Funding Agent in the disbursement of benefits;
- (d) To make such rules and regulations as it may deem necessary to carry out the provisions of the Plan;
- (e) To employ, where necessary or desirable in the administration of the Plan, actuaries, attorneys, accountants and other individuals, who shall not be fiduciaries merely as a result of their employment hereunder, and to delegate to such individual such powers and responsibilities as it shall determine;
- (f) To determine, in accordance with uniform standards, any question arising in the administration, interpretation and application of the Plan, such determination to be conclusive and binding to the extent the same shall not be plainly inconsistent with the terms of the Plan or any applicable law;
- (g) To decide any disputes which may arise;
- (h) To give instructions and directions to the Funding Agent as necessary;
- (i) To designate, consistent with sound standards, the actuarial bases to be used for all actuarial calculations;

- (j) To keep record of all allocations and designations of fiduciary duties made in accordance with the provisions of this Article; and
- (k) To periodically review the performance of all entities to which the Trustees allocate or delegate responsibilities under this Section and under Section 10.05.

The Trustees may allocate some or all of their powers and responsibilities as Plan Administrator, as enumerated above, to such individuals, committees of individuals, firms or corporations as it shall determine, in which case such individuals, committees of individuals, firms or corporations shall be named fiduciaries. Such allocations shall be made in writing and shall name the entity to whom the allocation has been made and describe the fiduciary duties allocated to it.

Section 10.02 Responsibilities of the City. The City shall have the following powers and responsibilities:

- (a) To amend or terminate the Plan;
- (b) To determine the funding policy of the Plan; and
- (c) To appoint and change the Funding Agent;

The City may allocate some or all of its powers and responsibilities under this Section to such individuals, committees of individuals, firms or corporations as it shall determine. Such allocations shall be made in writing and shall name the entity to whom the allocation has been made and describe the duties allocated to it.

The City shall hire an outside firm to advise the City on the investment of pension funds.

Section 10.03 Responsibilities of the Funding Agent. The Funding Agent shall have the following powers and responsibilities:

- (a) To maintain custody of the Fund;

- (b) To manage and control the investment of the Fund;
- (c) To disburse benefits as instructed by the Plan Administrator or their agent under Section 10.01;
- (d) To perform any other functions which are specifically allocated to it in its agreement with the City.

The City shall hire an outside firm to advise the City on the investment of pension funds.

Section 10.04 Limitation of Responsibilities. The responsibility of the City, Plan Administrator, and Funding Agent, or any individuals, committees of individuals, firms or corporations, to which responsibilities are allocated, or who are designated to perform fiduciary responsibilities, as provided herein, shall be limited to that expressly granted and neither the City, Plan Administrator, and Funding Agent, nor any such individuals, committees of individuals, firms or corporations shall be responsible except for his, her, its or their own acts or omissions.

Section 10.05 Finality of Plan Administrator's Determinations and Authority. In exercising its powers and responsibilities as the Plan Administrator, the Trustees, or, when appropriate, the individuals, committees of individuals, firms or corporations to whom any power and responsibility is allocated, shall have full and uncontrolled discretion to make any determination or decision and, when made, such determination and decision shall be final, conclusive and binding.

Section 10.06 City to Act by City Council. Whenever the City is required to make any appointment or allocate or delegate any responsibilities, such action may be taken by the City Council. Without limiting the generality of the foregoing, the City Council may confer upon



any individual, committee of individuals, firm or corporation further power to delegate responsibilities.

## ARTICLE 11

### AMENDMENT OR TERMINATION OF PLAN

Section 11.01 Right to Amend Plan. The City reserves the right at any time and from time to time, subject to the approval of the City Council, to amend, in whole or in part, any or all of the provisions of the Plan by notice thereof in writing delivered to the Funding Agent, provided that (a) no amendment that affects Participants who are employed in the bargaining unit represented by Local #895 shall be made which conflicts with the Bargaining Agreement in effect on the effective date of such amendment, and (b) no such amendment shall authorize or permit, at any time prior to the satisfaction of all liabilities with respect to the Plan, any part of the Fund to be used for or diverted to purposes other than for the exclusive benefit of the persons covered by the Plan.

No such amendment shall have the effect of retroactively changing, or depriving Participants, Beneficiaries and contingent annuitants of, rights already accrued under the Plan, provided that any amendment may be made retroactively which is necessary to bring the Plan into conformity with governmental regulations in order to qualify or maintain the qualification of the Plan for tax exemptions.

Section 11.02 Right to Terminate Plan. The City reserves the right to terminate the Plan with respect to its Employees and Participants at any time, subject to the approval of the City Council, provided that no such termination that affects Participants who are employed in positions represented by Local #895 shall be made which conflicts with the Bargaining Agreement in effect on the effective date of such termination. Any such termination shall be set out in an instrument in writing executed on behalf of the City, by action of the City Council, and this Plan shall be deemed to have been terminated with respect to the City in the

manner and to the extent set forth in such instrument, accompanied by a duly certified copy of a resolution of the City Council.

## ARTICLE 12

### ALLOCATION OF ASSETS

Section 12.01 Allocation of Assets. In the event of termination of the Plan, each Participant's Accrued Benefit, or in the event of the termination of the Plan with respect to a group of Participants which constitutes a partial termination of the Plan, the Accrued Benefit of each Participant affected by such partial termination, calculated as of the date of such event, shall become fully vested and nonforfeitable to the extent funded by plan assets. To the extent that the Plan is not sufficiently funded to pay all Accrued Benefits that are due Participants under this Section, the Plan shall allocate plan assets in accordance with section 4044 of ERISA.

Section 12.02 Impossibility of Diversion of Assets. Notwithstanding anything in this Plan which might be construed to the contrary, it shall be impossible at any time prior to the satisfaction of all liabilities with respect to Participants for any part of the corpus or income of the Fund to be used for, or diverted to, purposes other than for the purposes herein stated.

Section 12.03 Permanent Discontinuance of Contributions. In the event contributions hereto are permanently discontinued, the provisions of Section 12.01 shall apply as of the date of discontinuance.

## ARTICLE 13

### MERGER OR CONSOLIDATION OF PLANS

Section 13.01 Successor Employer. In the event of the dissolution, merger, consolidation or reorganization of the City, provision may be made by which the Plan will be continued by the successor, and, in that event, such successor shall be substituted for the City under the Plan. The substitution of the successor shall constitute an assumption of Plan liabilities by the successor, and the successor shall have all the powers, duties and responsibilities of the City under the Plan.

## ARTICLE 14

### FUND

Section 14.01 Appointment and Transfer of Funds. To carry out the provisions of the Plan, the City will provide for the custody and investment of the funds which arise from contributions pursuant to the Plan and for the payment of benefits under the Plan by agreement with such Funding Agent as it may from time to time determine, which agreement shall constitute a part of the Plan.

Section 14.02 Successor Funding Agent; Miscellaneous. The City in its sole and absolute discretion reserves the right at any time and from time to time to designate a successor Funding Agent; to enter into and make amendments to such contracts or agreements with the Funding Agent as it may deem desirable to accomplish the objectives of the Plan; to provide for the payment thereafter of the contributions hereunder to another Funding Agent; and to require a Funding Agent to transfer funds arising from contributions pursuant to the Plan to another Funding Agent, provided that the City shall have no power to perform any of such actions in such manner as will cause or permit any part of the funds accumulated pursuant to the Plan to be diverted to purposes other than for the exclusive benefit of Participants or their Beneficiaries, survivors or estates, retired employees or their Beneficiaries or as will cause or permit any portion of such funds to revert to or become the property of the City prior to the satisfaction of the liabilities under the Plan.

## ARTICLE 15

### LIMITATION ON BENEFITS

Section 15.01 Limitation on Benefits. No benefit provided in the Plan may exceed the maximum permissible amount as defined and required by section 415 of the Internal Revenue Code and the Regulations thereunder, the terms of which are specifically incorporated herein by reference. The definitions contained in section 415 of the Code and Regulations shall apply in determining the maximum permissible amount of a Participant's allowable benefit regardless of any different definitions contained elsewhere in the Plan. The basic limitation on benefits required by the Code and Regulations applies regardless of whether any Participant is or ever has been a Participant in another qualified plan maintained by the City. If any Participant is or ever has been a Participant in another qualified plan or a welfare benefit fund, as defined in section 419(e) of the Code, or an individual medical account, as defined in section 415(l)(2) of the Code, the overall limitation on benefits required by the Code and Regulations is also applicable to that Participant's benefits.

## ARTICLE 16

### MISCELLANEOUS PROVISIONS

Section 16.01 Exclusive Benefit. This Plan shall be for the exclusive benefit of Participants and their Beneficiaries and all of the funds held by the Funding Agent shall be exclusively devoted to such purpose. No portion of any such funds shall revert to or become the property of the City prior to the termination of the Plan and the satisfaction of all liabilities with respect to Participants and their Beneficiaries.

Section 16.02 Nonalienation of Benefits. No benefit at any time under the Plan shall be subject in any manner to alienation, sale, transfer, assignment, pledge, attachment, or encumbrances of any kind. Any attempt to alienate, sell, transfer, assign, pledge or otherwise encumber any such benefits, whether presently or thereafter payable, shall be void. No retirement benefit or the Fund shall in any manner be liable for or subject to the debts or liability of any Employee, Terminated Vested Participant, Participant, Beneficiary or pensioner entitled to any retirement benefit. If the Employee, Participant, former Participant, Beneficiary or pensioner shall attempt to or shall alienate, sell, transfer, assign, pledge or otherwise encumber his/her benefit under the Plan or any part thereof, or if by reason of bankruptcy or other event happening at any time, such benefits would devolve upon anyone else or would not be enjoyed by him/her, then the City, in its discretion, may terminate his/her interest in any such benefit, and hold or apply it to or for the benefit of such person, his/her Spouse, children, or other dependent or any of them, in such manner as the City may deem proper.

The preceding paragraph shall not apply to the creation, assignment or recognition of a right to any benefit payable with respect to a Participant pursuant to a domestic relations order.



Section 16.03 Facility of Payment. If the City shall receive evidence satisfactory to it that any person entitled to receive any benefit hereunder is, at the time when such benefit becomes payable, physically, mentally or legally incompetent to receive such benefit and to give a valid receipt therefor and that another individual or institution is then maintaining or has custody of such person and that no guardian, committee or other representative of the estate of such person shall have been duly appointed, the City may cause payment of such benefit to such individual or institution maintaining or having the custody of such person, and the receipt of such individual or institution shall be a valid and complete discharge for the payment of such benefit. If a person dies before cashing any or all of the checks representing a payment or payments due to him/her under the Plan, such payment or payments so payable to such deceased person shall be made in the discretion of the City either to:

- (a) The person or persons who would be entitled to the deceased person's personal property under the laws of the State of Connecticut (which shall also fix the proportionate interest of such persons) if the Participant had died intestate a resident of Connecticut at the time for such payment under the provisions of the Plan; or
- (b) Such relative or relatives of the deceased person by blood, marriage, or adoption as the City may select; or
- (c) The estate of the deceased person.

Section 16.04 No Right to Continued Employment. Nothing in this Plan shall be construed as giving any Employee of the City the right to be retained in the City's employ or the right to any payment whatsoever except to the extent of the benefits provided for in the Plan. The City expressly reserves the right to dismiss any Employee at any time without liability for the effect which such dismissal might have upon the Employee as a Participant in this Plan.

Section 16.05 Sufficiency of Fund. All benefits payable under this Plan shall be paid or provided for solely from the Fund or from accounts segregated from the Fund in accordance with the Plan. The City shall not be liable for the payment thereof.

Section 16.06 Claims Procedure. Any denial of a claim for benefits under the Plan shall be stated in writing by the Trustees and delivered or mailed to the Participant or Beneficiary whose claim for benefits has been denied. Within sixty (60) days after receiving the notification of such denial, any such Participant or Beneficiary may notify the Trustees in writing of his/her desire for a review of such decision. Upon such notification, the Trustees shall schedule a review proceeding at which the Participant shall restate his/her arguments for such claim to a representative of the Trustee, and at which the Corporation Counsel for the City or his designee and the Funding Agent shall be heard. The Trustees' decision following such hearing shall be made within ninety (90) days and shall be communicated in writing to the Participant or Beneficiary. Said ninety-day period may be extended by the Trustees in the event that additional time is required for investigation of the claim.

Section 16.07 Qualified Plan. The Plan is intended to be a governmental plan under section 414(d) of the Internal Revenue Code, and "qualified" as such under section 401(a) of the Internal Revenue Code. Any associated trust to the Plan is intended to comply with all provisions of the Internal Revenue Code and Employee Retirement Income Security Act of 1974 relating to such plans and trusts. All questions shall be resolved to be consistent with such intent.

Section 16.08 Return of City Contributions Under Special Circumstances. Any City contribution made under a mistake of fact may be returned to the City within one year of such contribution.

Section 16.09 Governing Law. The provisions of the Plan shall be construed, administered and enforced according to the laws of the State of Connecticut.

Section 16.10 Gender and Number. Words used in the masculine include the feminine gender. Words used in the singular or plural shall be construed as if plural or singular, respectively, where they would so apply.

Section 16.11 Titles. Titles of articles and notes in margins are inserted for convenience and shall not affect the meaning or construction of the Plan.

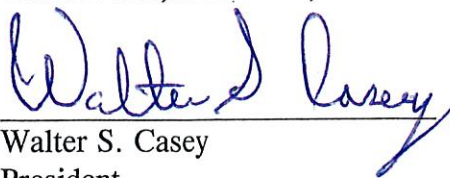
**SIGNATURES**


IN WITNESS WHEREOF, the parties have caused their names to be signed this 9<sup>th</sup>  
day of March, 2011.


**CITY OF WEST HAVEN**

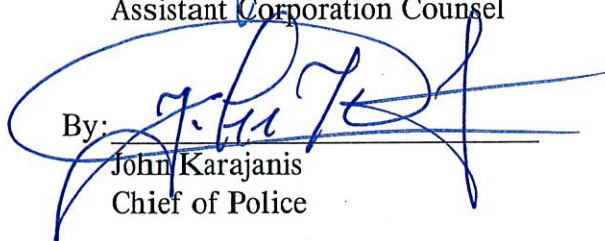
**WEST HAVEN POLICE LOCAL #895,  
COUNCIL #15, AFSCME, AFL-CIO**

By:   
John M. Picard  
Mayor

By:   
Walter S. Casey  
President

By:   
Henry Szadkowski  
Assistant Corporation Counsel

By:   
Robert Urrata

By:   
John Karajanis  
Chief of Police

By:   
Richard Gudis  
AFSCME Council 15

By:   
AnneMarie Paone-Mullin  
Director of Personnel &  
Labor Relations

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

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

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

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

## ARPA GRANT – AID TO SMALL BUSINESS

- Application from Park Commons, LLC reviewed and accepted by ARPA Committee at August 1, 2023 meeting
- Application from Park Commons and terms of rent agreement with Hartford HealthCare attached
- 8 months of rent now being reimbursed to Park Commons in the amount of \$208,843



*M*

**City of West Haven**  
**American Rescue Plan Act (ARPA)**  
**Business Lease/Rental Incentive Grant Program**  
**Application Deadline: July 14, 2023**

The City of West Haven is inviting Landlords and/or Tenants who meet the definition of a small business entity (as described below) that experienced a negative economic impact from the pandemic to apply for a one-time assistance grant for lease and/or rental of commercial properties located in West Haven.

ARPA was enacted to provide local government funds to give direct aid to their communities, including businesses, to assist in the recovery from the pandemic. The City recognizes the vital importance of small, local businesses to the City's well-being. Grants will be awarded to Landlords and/or Tenants to assist in their recovery and future growth by providing leasing and/or rental assistance to Landlords and/or Tenants committed to maintaining operations in West Haven.

Criteria will include extension of an existing lease agreement, or execution of a new lease agreement within the City of West Haven.

Small Businesses that may apply must be classified as either:

- (i) ✓ Landlords/Commercial Property Owners in West Haven; extending existing leases or executing new leases with tenants in West Haven
- (ii) Tenants/Business Owners extending existing commercial leases or executing new leases within West Haven

Due to the health impact of the pandemic on the community, this grant is also structured with an additional purpose of seeking to address and provide continued future healthcare services to the community, inclusive of pharmacy services. *(changed to Affordable Health Care)*

✓ Leasing and rental assistance grant awards will be one month's lease/rent for each year of the term of the executed lease. Grant maximum will be capped at 7 month's rent of respective lease.

**Eligibility Requirements:**

- ✓ 1. The Applicant (Landlord or Tenant) is extending an existing lease or executing a new lease within the City of West Haven.
- ✓ 2. Lease commencement required 03/03/21 through 05/11/23. Applicants with leases commencing outside of this eligibility period will not be considered. *1/1/22 lease date*
- ✓ 3. Leases executed must have a minimum of a 3-year term. Note: For leases with provisions to renew annually (or other term) for "x" years; the provisional renewal years do not count towards the lease-term. *15 years*
- ok* 4. The Applicant (Landlord or Tenant) must stay in business for a prescribed term, which shall be established as part of the grant agreement.
- ✓ 5. The Applicant (Landlord or Tenant) is required to submit a copy of an executed lease signed by property owner and tenant including details and key obligations of lease agreement with their application. *Attached*
- ✓ 6. The Applicant (Landlord or Tenant) must have existed in January 2019 and is presently operational. *09/16*
- ✓ 7. The Applicant (Landlord or Tenant) must have a minimum of 5 employees, and a maximum of 500 employees (defined as full-time W-2 employees). *if approved will execute mox w/Chuk Commons and Acorn (see attached accountant report)*
- ✓ 8. The Applicant (Landlord or Tenant) must demonstrate having experienced a negative economic impact resulting from the pandemic. *(see accountant report) For reimbursement*
- ✓ 9. The Applicant (Landlord or Tenant) must demonstrate how the funds will be used to offset the negative economic impact resulting from the pandemic and assist in sustaining the business.  
*(1) Payment to secure tenant) - see attached was and  
(2) reimbursement of related entity management fees Mayor's letter -  
(3) loss revenue*

✓ The Applicant Business (Landlord or Tenant) must be current on their annual business filing with the State of CT Secretary of State, or for sole proprietors, have filed a DBA certificate for their business with the West Haven City Clerk, showing a West Haven business address. The applicant must be current with all City Taxes at the time of award. Grant funds cannot be used to pay back taxes or any other government or business-related debt, fee, or obligation, including credit card debt or any loans incurred by the business.

*Attached*

### **Non-Discrimination Statement**

In accordance with Federal civil rights law and City of West Haven/ U.S. Department of The Treasury (COWH/UST) civil rights regulations and policies, the COWH/UST, its Agencies, offices, and employees, and institutions participating in or administering COWH/UST programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by COWH/UST (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact Olivia Bissanti at the City of West Haven Grants in Aid Office (Voice OR TTY relay service) at:

203.937.3619 or email [Obissanti@westhaven-ct.gov](mailto:Obissanti@westhaven-ct.gov)

Additionally, program information may be made available in languages other than English.

**Privacy Statement** Subject to rules, regulations and laws regarding public records disclosure, the City will keep children's names, and family financial information private. If applicant or participant has special privacy needs--- such as being party to a protective order or similar need--- please explain in the notes section of the application. In addition, we use and disclose Personal Information collected through the process as we believe to be necessary or appropriate: (i) under applicable law; (ii) to comply with legal process; (iii) to respond to requests from public and government authorities; (iv) to enforce our terms and conditions; (v) to protect our operations or those of any of our affiliates; (vi) to protect our rights, privacy, safety, or property, and/or that of our affiliates, you, or others; and (vii) to allow us to pursue available remedies or limit the damages that we may sustain.





THE  
ATWOOD

Park  
View

**City of West Haven  
Business Lease/Rental Incentive Grant Program  
Grant Application**

**Application Deadline: July 14, 2023**

Is your Business (check one of the following):

Landlord       Tenant

Business Name: <i>Park Commons, LLC. d/b/a Parkview in Millington</i>		
Owner/Members: <i>Banknote Trust</i>		
Business/Street Address: <i>40 ONE AUDUBON STREET, Suite 500</i>		
City: <i>New Haven</i>	State: <i>CT</i>	Zip Code: <i>06511</i>
Contact Name and Phone: <i>Gary Letendre (703) 562-6422</i>	Website URL: <i>WWW.ACORNCT.COM</i>	
Contact Email Address: <i>GLETENDRE@ACORNCT.COM</i>		
Federal Employer Identification Number (EIN): <i>30 0959475</i>	UEI# <i>0833 23766-000</i>	
Month and year business/organization was incorporated/registered?    Month: <i>09</i> Year: <i>2016</i>		
Years in West Haven: <i>As Developer, Approx 20 years</i>	Years at current location: <i>00 2020</i>	
Is your Lease an extension of an existing lease or a new lease? Please check one.		
Extension of Existing Lease <input type="checkbox"/> Date prior lease expired: _____		
New Lease <input checked="" type="checkbox"/>		
Business/Organization structure (sole proprietorship, LLC, corporation, etc.) <i>LLC</i>		
Number of full-time equivalent employees (FTE) on January 1, 2019: <i>See Attached Accountant letter - 6.5</i>		

Number of full-time equivalent employees (FTE) currently on payroll: *See Attached Accountant  
Netta - 6.5*

Describe your business and its products or services.

*Oran Commens - multi use building - residential + Commercial  
Aconu - since Aconu Group has provided single source  
Building Solutions for Commercial, Retail and Manufacturing  
Projects in the GNH Area. We manage from initial  
planning and design to construction and build out of  
space.*

How many days a week is your business currently open to the public?

*7 days, 24x7 to our tenants*

Was your business closed (partially or totally) during the pandemic for COVID-19 related reasons?

O Yes  No *worked remotely and in person to service tenants.*

If yes, provide details of duration of closure (explain reason - state, local mandates, guidelines, staff shortages, etc.):

Provide a written statement describing the negative impact of the COVID-19 public health emergency to your business and identify how your grant request addresses the negative impact. Also describe any significant change in the way your business now operates due to COVID-19.

Leasing of Commercial/Retail space during COVID  
All but dried up and we were unable to meet  
our budgetary goals for revenue in this tract.  
(See Attached Accountants letter explaining the  
Budget vs. Actual differentials.)  
Today we're faced with a much tougher  
Commercial/Retail environment with longer lead  
times to lease space and on going financial  
stability of certain tenants.

Provide Gross Income for the following years:

2019: N/A      2020: 341,129      2021: 922,426      2022: 1,106,340

(See Attached)

Is your business currently in "Good Standing" with the Connecticut Department of Revenue Services (DRS)?  Yes  No

See Attached

Is your business current on all tax obligations to the Internal Revenue Service, the State of Connecticut, and the City of West Haven?  Yes  No

If no, please explain:

Outstanding liens or judgments?

If yes, please explain:  Yes  No

Is your business compliant with the Connecticut Department of Labor Office of Unemployment Assistance and all applicable state and federal employment laws and regulations, including but not limited to minimum wages, unemployment insurance, workers' compensation, and child labor?  Yes  No

If no, please explain:

List any other funding sources and amounts the business has applied for, is pursuing, and/or received (i.e., federal, state, or revitalization assistance - PPP loans, EIDL loans, Restaurant Revitalization grants, donations, etc.). Provide details as to program and amount.

N/A

Amount of Funding Request (Maximum of one month rent per year of lease term- maximum allowable equivalent to 7 months rent).

$$15866 \times \$23/12 \times 7 = \underline{\underline{\$208,843}}$$

(8 months free given)

(See attached Mayor's letter to Hartford HealthCare)

If you are a Landlord Applicant, Provide the following:

Attach Executed Lease signed by Property Owner and Tenant (inclusive of Lease Term dates; Monthly Rental Fee; Rental Due Dates, Deposit Amounts, and other key terms, dates, or obligations).

Highlighted in attached lease

If you are a Tenant Applicant, Provide the following:

*Attach Executed Lease signed by Property Owner and Tenant (inclusive of Lease Term dates; Monthly Rental Fee; Rental Due Dates, Deposit Amounts, and other key terms, dates, or obligations).*

N/A

Please attach and submit the following:

- ✓ • Completed Application
- ✓ • Copy of Connecticut Department of Revenue Services Status Letter
- Copy of West Haven Business Trade Name Certificate, only if a DBA (filed with Town Clerk) *N/A* ✓ ✓ ✓ ✓
- ✓ • CPA Issued Profit and Loss Statement 2019, 2020, 2021 and 2022 OR tax returns with redacted personal information
- ✓ • Documentation supporting funding request

**Application Deadline July 14, 2023**

Submit completed application to:

**City of West Haven:  
Rick Spreyer – Procurement Director  
255 Main Street  
West Haven, CT 06516**

Affirmations and Acknowledgements

Submission of a request that meets the requirements of the Program, as well as any subsequent requirements, does not guarantee the award of ARPA funding and/or the support of the City of West Haven.

This application, any information submitted in support thereof and any award and agreement are public documents subject to the Freedom of Information Act.

The City of West Haven is relying on the accuracy of the application and all representations made by the Applicant.

The City of West Haven may request additional information, financial or otherwise, in considering and approving any application.

By checking “Yes”, you affirm and acknowledge that you have read and understand the above statements.

Yes  No

APPLICANT CERTIFICATION

THE UNDERSIGNED CERTIFIES THAT:

- a) The information contained in this document is true, complete and accurate;
- b) The applicant shall comply with all Federal, State, and Town laws and ARPA requirements including the terms and conditions set forth in the Formal Award Agreement; and
- c) Sufficient funds are available from non-ARPA sources to complete the project as described or complete the program by \_\_\_\_\_ if ARPA funds are allocated to the applicant.
- d) Requested funds will be used only for eligible purposes approved by the City.

e) I certify that I have the legal authority of the Applicant to submit this application.

  
\_\_\_\_\_  
Signature of Authorized Applicant Representative

\_\_\_\_\_  
Date

7/12/23

\_\_\_\_\_  
Printed Name and Title

Gary S. Hedden, VP



herein as the "Term"). The Term shall commence on the Effective Date and shall expire on the last day of the fifteenth (15th) Lease Year (the "Expiration Date"), unless extended or sooner terminated as herein provided.

(b) Special Permit. The Parties acknowledge that certain of the Permitted Uses set forth in Section 2.1, including, without limitation, urgent care services will require a Special Permit from the City of West Haven Planning and Zoning Commission (the "West Haven P&Z"). a set forth in that certain letter dated June 10, 2021 of Christopher Soto, Director of Planning, City of West Haven, Connecticut, attached hereto as Schedule A. Promptly following full execution of this Lease, Landlord shall, at its cost and expense, submit an application for Special Permit to the West Haven P&Z and shall prosecute such application with good faith and diligent efforts. Tenant shall cooperate and provide all reasonable assistance in Landlord's efforts to obtain the Special Permit. In the event West Haven P&Z denies the application for Special Permit, or grants a Special Permit subject to conditions that Tenant determines make the provision of the services for which the Special Permit is required impracticable, after the expiration of all applicable appeal periods, then: (i) Section 2.1 shall be deemed automatically amended to remove such services from the list of Permitted Uses and this Lease, as so amended, shall continue in full force and effect, and; (ii) Tenant may, in Tenant's sole discretion, reduce the Demised Premises by the amount of space that the specific service requiring the Special Permit would have occupied had such Special Permit been approved (the "Reduced Demised Premises"). If, at any point during the term of this Lease and any extensions, the West Haven zoning regulations change to provide that urgent care services no longer require a Special Permit, and the space so reduced as provided above has not been rented or to leased a third party, Section 2.1 shall be deemed automatically amended to include such services in the list of Permitted Uses and this Lease, as so amended, shall continue in full force and effect. Notwithstanding anything herein to the contrary and for the avoidance of doubt, in the event that Tenant wishes to pursue an appeal from the decision of the West Haven P & Z (the "Court Appeal"), Tenant shall be entitled to pursue a Court Appeal at its sole and exclusive cost and expense, provided that during the pendency of such Court Appeal, the Demised Premised shall not be reduced and Tenant shall pay and perform all of its obligations hereunder with respect to the entire Demised Premises. In the event of a Court Appeal, Landlord shall cooperate with Tenant and provide necessary required authorization therefor at Tenant's sole expense.

(c) As used herein, "Lease Year" shall mean every period of twelve (12) consecutive, full calendar months during the Term, commencing on the Effective Date. Notwithstanding the foregoing, if the Effective Date is not the first (1st) day of a calendar month, the first (1st) Lease Year during the Initial Term shall include the remainder of the month during which the Effective Date occurs.

(d) Notwithstanding anything in this Lease to the contrary, in the event the square footage of the Demised Premises is reduced pursuant to Section 1.2(b) above, then all Rent (including without limitation Fixed Rent, Real Estate Taxes, OPEX, Operating Expense Reimbursement Obligation, Tenant's Expense Payment and all other items constituting Additional Rent), Tenant's Proportionate Share, the Improvement Allowance, the Reimbursement Amount and any other applicable items, shall be modified commensurately to reflect the square footable of the Reduced Demised Premises for such period of time as may be applicable.

1.3 (a) Tenant covenants and agrees to pay to Landlord and Landlord shall be

entitled to receive during the Term of this Lease, a fixed base bent (the "Fixed Rent") attributable to the Demised Premises as follows:

Period	Fixed Rent Per RSF	Annual Fixed Rent	Monthly Fixed Rent
Effective Date – Free Rent Period	\$0.00	\$0.00	\$0.00
End of Free Rent Period – End of 1 <sup>st</sup> Lease Year	\$23.00	\$358,018.00	\$29,834.83

Beginning with the Second Lease Year, and for each Lease Year thereafter, the annual Fixed Rent shall be increased by two and one-half percent (2.5%) over the immediately preceding Lease Year.

(b) <sup>8 months</sup> The Fixed Rent shall be payable in advance on the first day of each and every month during the Term beginning on the date that is two hundred forty (240) days following the Effective Date (the "Free Rent Period"). Fixed Rent for any partial month shall be prorated based upon the number of days in the month. All Rent (hereinafter defined in Section 3.8) shall be payable without demand or right of setoff, recoupment, counterclaim or abatement. If Tenant shall fail to pay within ten (10) days after the date Rent is due hereunder, then such unpaid amount shall bear a late charge equal to five percent (5%) of the unpaid amount. To the extent such payment remains unpaid after thirty (30) days from the due date, interest shall accrue at the rate of eight percent (8%) per annum from the date such payment was originally due.

(c) Landlord and Tenant acknowledge and agree that the rental amounts set forth in this Lease are consistent with fair market value, were determined on an arm's-length basis, and do not take into account or in any way reflect the volume or value of patient referrals by Tenant to Landlord or by Landlord to Tenant.

1.4 No payment by Tenant or receipt by Landlord of a lesser amount than the correct Fixed Rent and/or additional charges shall be deemed to be other than a payment on account, nor shall any endorsement or statement on any check or any letter accompanying any check or payment be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance due or pursue any other remedy in this Lease or at law provided.

**ARTICLE 2. USE**

2.1 Subject to Section 1.2(b), Tenant shall use and occupy the Demised Premises only for provision of outpatient healthcare services, including without limitation, office-based medical services, diagnostic services, urgent care and other uses ancillary thereto ("Permitted Uses"). For the avoidance of doubt, timely payment of Rent and compliance with all insurance provisions in accordance with Article 16 shall fully satisfy the Tenant's obligation to use and occupy the Demised Premises.

2.2 Tenant shall not cause or permit the use, generation, release, manufacture, refining,

EXECUTION VERSION

**LEASE AGREEMENT**

**PARK COMMONS, LLC  
LANDLORD**

AND

**HARTFORD HEALTHCARE CORPORATION  
TENANT**

**1 CELLINI PLACE  
WEST HAVEN, CONNECTICUT**

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## LEASE

**THIS LEASE AGREEMENT** (this "Lease") dated as of the 7<sup>th</sup> day of January, 2022 (the "Effective Date") is entered into by and between **PARK COMMONS, LLC**, a Connecticut limited liability company, having an office at One Audubon Street – Suite 500, New Haven, Connecticut 06511 (the "Landlord"), and **HARTFORD HEALTHCARE CORPORATION**, a Connecticut non-stock corporation with a business address of one State Street, Suite 19, Hartford, Connecticut 06103 (the "Tenant"). Landlord and Tenant are each individually, a "Party" and together collectively, the "Parties".

### WITNESSETH:

**WHEREAS**, Landlord is the owner of certain real property located in the City of West Haven, County of New Haven and State of Connecticut, known as 1 Cellini Place (the "Land") and the building and improvements thereon (the "Building") commonly referred to as the "Park View" (collectively, the "Property"), as more particularly described on Exhibit A attached hereto.

**WHEREAS**, the Building contains four (4) floors having a combined total of approximately Fifty-Eight Thousand Nine Hundred Eighty-Nine (58,989) square feet.

**WHEREAS**, the first floor of the Building contains approximately Fifteen Thousand Five Hundred Sixty-Six (15,566) square feet of retail space, with certain designated parking spaces, and other Building improvements (collectively, the "Retail Space").

**WHEREAS**, Tenant desires to lease from Landlord and Landlord desires to lease to Tenant a portion of the Building as described more fully herein.

**NOW, THEREFORE**, in consideration of the mutual promises and premises set forth herein the undersigned agree as follows:

### ARTICLE 1. DEMISED PREMISES, TERM AND RENT

1.1 (a) Subject to Section 1.2 (b) below, Landlord does hereby demise and lease to Tenant, and Tenant does hereby hire and lease from Landlord, an area of the Building, containing approximately Fifteen Thousand Five Hundred Sixty-Six (15,566) square feet comprising the entire first (1<sup>st</sup>) floor of the Building, as shown on the floor plan annexed hereto as Exhibit B, together with the non-exclusive right of ingress and egress to and from the Building, use of the Common Areas (defined below) in common with others, and access to the on-site parking area on the Property and off-site areas located on certain property known as 1 Forest Road and described on Exhibit C-1 through C-5 inclusive, attached hereto, for the parking of Tenant's personnel, patients and visitors (collectively, the "Demised Premises"). For purposes of this Lease, "Common Areas" shall mean all portions of the Property not intended as rentable area, including, without limitation the parking facilities identified and shown on Exhibit C.

1.2 (a) Subject to Section 1.2(b) below, the term of this Lease shall be for a period and term of one hundred eighty (180) calendar months (the "Term") (the Initial Term and the Renewal Term, as hereinafter defined, if properly exercised by Tenant, are collectively referred to

herein as the "Term"). The Term shall commence on the Effective Date and shall expire on the last day of the fifteenth (15th) Lease Year (the "Expiration Date"), unless extended or sooner terminated as herein provided.

(b) Special Permit. The Parties acknowledge that certain of the Permitted Uses set forth in Section 2.1, including, without limitation, urgent care services will require a Special Permit from the City of West Haven Planning and Zoning Commission (the "West Haven P&Z"). a set forth in that certain letter dated June 10, 2021 of Christopher Soto, Director of Planning, City of West Haven, Connecticut, attached hereto as Schedule A. Promptly following full execution of this Lease, Landlord shall, at its cost and expense, submit an application for Special Permit to the West Haven P&Z and shall prosecute such application with good faith and diligent efforts. Tenant shall cooperate and provide all reasonable assistance in Landlord's efforts to obtain the Special Permit. In the event West Haven P&Z denies the application for Special Permit, or grants a Special Permit subject to conditions that Tenant determines make the provision of the services for which the Special Permit is required impracticable, after the expiration of all applicable appeal periods, then: (i) Section 2.1 shall be deemed automatically amended to remove such services from the list of Permitted Uses and this Lease, as so amended, shall continue in full force and effect, and; (ii) Tenant may, in Tenant's sole discretion, reduce the Demised Premises by the amount of space that the specific service requiring the Special Permit would have occupied had such Special Permit been approved (the "Reduced Demised Premises"). If, at any point during the term of this Lease and any extensions, the West Haven zoning regulations change to provide that urgent care services no longer require a Special Permit, and the space so reduced as provided above has not been rented or to leased a third party, Section 2.1 shall be deemed automatically amended to include such services in the list of Permitted Uses and this Lease, as so amended, shall continue in full force and effect. Notwithstanding anything herein to the contrary and for the avoidance of doubt, in the event that Tenant wishes to pursue an appeal from the decision of the West Haven P & Z (the "Court Appeal"), Tenant shall be entitled to pursue a Court Appeal at its sole and exclusive cost and expense, provided that during the pendency of such Court Appeal, the Demised Premises shall not be reduced and Tenant shall pay and perform all of its obligations hereunder with respect to the entire Demised Premises. In the event of a Court Appeal, Landlord shall cooperate with Tenant and provide necessary required authorization therefor at Tenant's sole expense.

(c) As used herein, "Lease Year" shall mean every period of twelve (12) consecutive, full calendar months during the Term, commencing on the Effective Date. Notwithstanding the foregoing, if the Effective Date is not the first (1st) day of a calendar month, the first (1st) Lease Year during the Initial Term shall include the remainder of the month during which the Effective Date occurs.

(d) Notwithstanding anything in this Lease to the contrary, in the event the square footage of the Demised Premises is reduced pursuant to Section 1.2(b) above, then all Rent (including without limitation Fixed Rent, Real Estate Taxes, OPEX, Operating Expense Reimbursement Obligation, Tenant's Expense Payment and all other items constituting Additional Rent), Tenant's Proportionate Share, the Improvement Allowance, the Reimbursement Amount and any other applicable items, shall be modified commensurately to reflect the square footable of the Reduced Demised Premises for such period of time as may be applicable.

1.3 (a) Tenant covenants and agrees to pay to Landlord and Landlord shall be

entitled to receive during the Term of this Lease, a fixed base bent (the "Fixed Rent") attributable to the Demised Premises as follows:

Period	Fixed Rent Per RSF	Annual Fixed Rent	Monthly Fixed Rent
Effective Date – Free Rent Period	\$0.00	\$0.00	\$0.00
End of Free Rent Period – End of 1 <sup>st</sup> Lease Year	\$23.00	\$358,018.00	\$29,834.83

Beginning with the Second Lease Year, and for each Lease Year thereafter, the annual Fixed Rent shall be increased by two and one-half percent (2.5%) over the immediately preceding Lease Year.

(b) <sup>S. Mathis</sup> The Fixed Rent shall be payable in advance on the first day of each and every month during the Term beginning on the date that is two hundred forty (240) days following the Effective Date (the "Free Rent Period"). Fixed Rent for any partial month shall be prorated based upon the number of days in the month. All Rent (hereinafter defined in Section 3.8) shall be payable without demand or right of setoff, recoupment, counterclaim or abatement. If Tenant shall fail to pay within ten (10) days after the date Rent is due hereunder, then such unpaid amount shall bear a late charge equal to five percent (5%) of the unpaid amount. To the extent such payment remains unpaid after thirty (30) days from the due date, interest shall accrue at the rate of eight percent (8%) per annum from the date such payment was originally due.

(c) Landlord and Tenant acknowledge and agree that the rental amounts set forth in this Lease are consistent with fair market value, were determined on an arm's-length basis, and do not take into account or in any way reflect the volume or value of patient referrals by Tenant to Landlord or by Landlord to Tenant.

1.4 No payment by Tenant or receipt by Landlord of a lesser amount than the correct Fixed Rent and/or additional charges shall be deemed to be other than a payment on account, nor shall any endorsement or statement on any check or any letter accompanying any check or payment be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance due or pursue any other remedy in this Lease or at law provided.

## ARTICLE 2. USE

2.1 Subject to Section 1.2(b), Tenant shall use and occupy the Demised Premises only for provision of outpatient healthcare services, including without limitation, office-based medical services, diagnostic services, urgent care and other uses ancillary thereto ("Permitted Uses"). For the avoidance of doubt, timely payment of Rent and compliance with all insurance provisions in accordance with Article 16 shall fully satisfy the Tenant's obligation to use and occupy the Demised Premises.

2.2 Tenant shall not cause or permit the use, generation, release, manufacture, refining,

production, processing, storage or disposal of any Hazardous Substances on, under or about the Demised Premises, or the transportation to or from the Demised Premises of any Hazardous Substances (defined below), except as necessary and appropriate for its Permitted Use in which case the use, storage or disposal of such Hazardous Substances shall be performed in compliance with the Environmental Laws (defined below). Hazardous Substances shall also include Medical Waste. As used herein, the term "Medical Waste" shall mean and include those wastes or materials, or any medical, biological, pharmaceutical, or infectious wastes that may be generated in the course of rendering medical services, together with all such other wastes that are defined pursuant to any medical or biological waste regulations that have been or may hereafter be promulgated by any governmental agency or authority with jurisdiction over the Demised Premises or the Tenant's use thereof or business conducted therein, and as further set forth in any laws now or hereafter applicable to the Tenant or the Demised Premises. Tenant shall not cause or permit, on behalf of itself or its agents, employees, contractors, licensees, invitees, subtenants or other occupants of the Premises, any violation of any Environmental Laws.

2.3 Tenant shall indemnify, defend and hold harmless Landlord and any property manager(s) engaged by Landlord and their successors and assigns, each of their affiliates, parents and subsidiaries, and all partners, trustees, shareholders, agents, directors, officers and employees of any of the foregoing from and against any and all claims, demands, penalties, fines, liabilities, settlements, suits, damages, losses, injuries, costs and expenses of whatever kind or nature, known or unknown, contingent or otherwise, including, without limitation, attorneys' and consultants' fees and disbursements and investigation and laboratory fees arising out of, and in any way related to: (i) the storage, use, possession, presence, disposal, release, or threat of release of any Hazardous Substance as a result of any act or omission of Tenant, its agents, employees, contractors, licensees, invitees, subtenants or other occupants of the Premises, in, on, from or affecting the Property; (ii) any personal injury (including, without limitation, wrongful death) or property damage (real or personal) arising out of or related to any such Hazardous Substance; (iii) any lawsuit brought or threatened, settlement reached or government order relating to such Hazardous Substance; and/or any intentional or unintentional act or omission on the part of Tenant, its agents, employees, contractors, licensees, invitees, subtenants or other occupants of the Premises that violate any Environmental Laws. The covenants and indemnity in Section 2.3 shall survive the Expiration Date or earlier termination of this Lease.

2.4 For purposes of Section 2.2, the following definitions shall apply:

(a) "Hazardous Substance" shall include oil, flammable explosives, asbestos, urea formaldehyde, radioactive materials or waste, or other hazardous, toxic, contaminated or polluting materials, substances or wastes, including, without limitation, any "hazardous substances," "hazardous wastes," or "toxic substances" as such terms are defined in the Resource conservation and Recovery Act and the Comprehensive Environmental Response, Compensation and Liability Act, and in any other law, ordinance, rule, regulation or order promulgated by the federal or state government, or any other governmental entity having jurisdiction over the Property, the Parties or their respective business activities; and

(b) "Environmental Laws" shall mean all applicable Federal, state, county and local statutes, laws, regulations, rules, ordinances, codes, standards, guidelines, orders, licenses and permits of any Governmental Authorities relating to environmental, health or safety matters,



including by way of illustration and not by way of limitation, the Clean Air Act, the Federal Water Pollution Control Act of 1972, the Solid Waste Disposal Act of 1970, the comprehensive Environmental Response, Compensation and Liability Act of 1980, the Resource Conservation and Recovery Act of 1970, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Toxic Substances Control Act and any state and local equivalents of all of the preceding laws, including, but not limited to Connecticut General Statutes §22a-1 et seq., including any amendments or extensions thereof and all future similar statutes, laws, rules, regulations, and directives and any rules, regulations, standards or guidelines issued pursuant to any of said Environmental Laws.

### **ARTICLE 3. TAXES, OPERATING EXPENSE REIMBURSEMENT**

3.1 Tenant agrees to pay to Landlord as an Operating Expense Reimbursement (as hereinafter defined in Section 3.7), Tenant's Proportionate Share (as hereinafter defined in Section 3.3) of any Real Estate Taxes (as hereinafter defined in Section 3.2) payable by Landlord upon the Building for each calendar year during the Term of this Lease. In the event this Lease shall commence or terminate during any calendar year, Tenant's Proportionate Share of Real Estate Taxes shall be pro-rated for that portion of the calendar year in which the Term of the Lease shall be effective.

3.2 For the purposes of this Article, "Real Estate Taxes" shall mean all real estate taxes assessments, special or otherwise, or any other governmental charge of a similar or dissimilar nature, whether general, special, ordinary or extraordinary, foreseen or unforeseen (exclusive of any interest, fines, or penalties as a result of late payment or non-payment), which may be levied or assessed upon or with respect to all or any part of the Building, by the City of West Haven or any other taxing authority. Real Estate Taxes shall take account of any reduction in real estate taxes or assessments as a result of any application or proceeding brought by or on behalf of Landlord and shall include any expenses incurred by Landlord in obtaining a reduction of any such taxes or assessments. If any assessment is capable of being paid in installments, it shall be deemed to be payable in installments, over the longest period of time possible, and only those installments of any such assessment that fall within the tax payment period in question shall be included within Real Estate Taxes with respect to such payment period. If at any time during the Term of this Lease the methods of taxation prevailing on the date hereof shall be altered so that in lieu of, or as an addition to or as a substitute for, the whole or any part of such Real Estate Taxes now imposed on real estate there shall be levied, assessed and imposed (i) a tax, assessment, levy, imposition, license fee or charge measured by the leased or leasable space in the Building or on the rents received therefrom, whether wholly or partially as a capital levy, or (ii) any other such additional or substitute tax, assessment, levy, imposition or charge, then all such taxes, assessments, levies, impositions or charges shall be deemed to be included within the term "Real Estate Taxes" for the purposes hereof. In no event shall there be included within the term "Real Estate Taxes" any income tax, any franchise, gift, income or profit tax, general corporation or unincorporated business tax, or any estate, inheritance, succession, capital stock, transfer, or capital gains tax levied upon Landlord.

3.3 For the purposes of this Lease, the term "Tenant's Proportionate Share" shall be equal to a fraction, the numerator of which shall be the number of rentable square feet in the entire Demised Premises and the denominator of which shall be 58,989 square feet (i.e., the aggregate of

the retail spaces and residential units of the Building). Tenant's Proportionate Share will be 26.39%.

3.4 Tenant further agrees to pay to Landlord, as an Operating Expense Reimbursement, one hundred percent (100%) of any Operating Expenses (as hereinafter defined) attributable to the Demised Premises for each calendar year during the Term of this Lease (the "OPEX Obligation"). In the event that this Lease shall commence or terminate during any calendar year, Tenant's OPEX Obligation shall be prorated for that portion of the calendar year in which the Term of this Lease shall be effective. In lieu of requiring Tenant to pay Tenant's Estimated Expense Payment (as hereinafter defined) on a monthly basis, Landlord may at Landlord's option bill Tenant and Tenant shall pay the full Tenant's Expense Payment (as hereinafter defined) on an annual basis at the end of each calendar year. Such amounts shall be due and payable one-half (1/2) within thirty (30) days and one-half (1/2) within sixty (60) days of receipt of the Operating Expense Statement (as hereinafter defined).

"Operating Expenses" shall mean all expenses actually paid or incurred by Landlord or on Landlord's behalf in respect of the management, repair, operation and maintenance of the Building (excluding the Residential Units) and Land, including but not limited to (1) salaries, wages and benefits of employees of Landlord not above the grade of Building manager, to the extent engaged in the management, repair, security, operation and maintenance of the Building; (2) payroll taxes, workers' compensation, uniforms and related expenses for such employees; (3) unless, separately metered, the cost of all charges for oil, gas, steam, electricity, any alternate source of energy, heating, ventilation, air-conditioning, water, sewers and other utilities and services (including all utilities and services provided pursuant to Articles 13 and 14 hereof) furnished to the Building, together with any taxes on such utilities; (4) the cost of painting Common Areas; (5) the cost of all charges for rental, casualty, liability and fidelity insurance with regard to the Building and the maintenance or operation thereof; (6) the cost of all supplies (including cleaning supplies), tools materials, furniture and equipment, including the rental thereof; (7) the cost of HVAC maintenance services, cleaning and janitorial services, snow and ice removal, and security services; (8) charges of independent contractors for costs otherwise includable in Operating Expenses; (9) repairs and replacements made by Landlord at its expense (provided that if such costs would, under generally accepted accounting principles, be required to be capitalized, then only a proportionate part of such costs shall be included each year in Operating Expenses over the useful life as reasonably estimated by Landlord of such repair or replacement); (10) exterior landscaping; (11) alterations and improvements to the Building made by reason of the laws and requirements of any public authorities or the requirements of insurance bodies (provided that if such costs would, under generally accepted accounting principles, be required to be capitalized, then only a proportionate part of such costs shall be included each year in Operating Expenses over the useful life [as reasonably estimated by Landlord] of such alteration or improvement); (12) management fees or, if no outside managing agent is employed by Landlord, a sum in lieu thereof which is not in excess of five percent (5%); (13) the cost of any improvements or additions to the Building that improve the comfort or amenities available to tenants of the Building (provided that if such costs would, under generally accepted accounting principles, be required to be capitalized, then only a proportionate part of such costs shall be included each year in Operating Expenses over the useful life [as reasonably estimated by Landlord] of such improvements or additions); (14) the cost of any capital improvements or additions to the Building and of any machinery or equipment installed in the Building that are made or become operational,

as the case may be, after the Effective Date and which have the effect of reducing the expenses that otherwise would be included in Operative Expenses to the extent of the lesser of (A) such cost, as reasonably amortized by Landlord with interest on the unamortized amount at the prime rate then generally available in the State, or (B) the amount of such reduction in Operating Expenses; (15) reasonable legal, accounting and other professional fees incurred in connection with the operation, maintenance and management of the Building in general (exclusive of any such fees incurred in connection with the preparation, enforcement, or otherwise in connection with individual leases); (16) the cost of any concierge service dedicated to Tenant's use and which is approved by Tenant in its sole discretion; and (17) all other charges properly allocable to the repair, operation and maintenance of the Building in accordance with generally accepted accounting principles.

Excluded from Operating Expenses shall be the following: (aa) depreciation (except as provided above); (bb) interest on an amortization of debts; (cc) leasehold improvements including redecorating made for tenants of the Building (dd); brokerage commissions and advertising expenses for procuring new tenants of the Building; (ee) refinancing costs; (ff) Real Estate Taxes; (gg) the cost of an item included in Operating Expenses under clauses (1) - (17) to the extent that such cost is reimbursed by an insurance company or a condemnor or a tenant (except as a reimbursement of Operating Expenses) or any other party; (hh) except for reasonable deductibles, any amount paid or incurred by Landlord for the restoration of or repairs to any portion of the Building damaged or destroyed by fire or other casualty; (ii) commissions for leasing any space within the Building; (jj) advertising and promotion; (kk) all costs related to the preparation of any portion of the Building for occupancy by a tenant; (ll) depreciation and debt service; (mm) income and franchise taxes; (nn) fines, penalties, and interest imposed for late payments; (oo) expenses incurred due to the negligence or willful misconduct of Landlord or its agents, employees, or contractors; (pp) expenses related to an individual occupant of the Building or to a particular tenant space; and (qq) any costs, fees, fines, or penalties or interest thereon, incurred due to violations by Landlord of any governmental law, ordinance, code, rule or regulation.

3.5 (a) Subject to Landlord's rights to require only annual payments under Section 3.4, prior to or during each calendar year during the Term, Landlord shall reasonably project its Operating Expenses and Real Estate Taxes for such year (which projections shall be uniform for all tenants in the Building), which sum shall be deemed to be Landlord's estimate of Operating Expenses and Real Estate Taxes for the next calendar year. Commencing on the Effective Date and continuing throughout the balance of the Term, Tenant shall pay to Landlord as an Operating Expense Reimbursement, in advance, in monthly installments, one twelfth (1/12<sup>th</sup>) of Tenant's OPEX Obligation and one twelfth (1/12<sup>th</sup>) of Tenant's Proportionate Share of the amounts by which Landlord's estimate of Operating Expenses and Real Estate Taxes for such calendar year (each such monthly payment, "Tenant's Estimated Expense Payment"), subject to: (i) one interim adjustment in order to more closely reflect Operating Expenses incurred during such calendar year; (ii) one interim adjustment in order to more closely reflect Real Estate Taxes incurred during such calendar year, and (iii) adjustment at the expiration of each calendar year as more fully set forth in Section 3.6 herein; and (iv) adjustment at the expiration of this Lease for actual expenses incurred during such period.

(b) If the Term of this Lease shall expire on a date other than December 31<sup>st</sup> (except for termination for Tenant's default), Tenant's OPEX Obligation and Tenant's

Proportionate Share of Real Estate Taxes for that calendar year shall be apportioned in that percentage which the number of days in the period from January 1st to the Expiration Date, both inclusive, shall bear to the total number of days in such calendar year. Tenant agrees to pay, to the extent it has not theretofore already paid, in advance, based upon Tenant's Estimated Expense Payment pro-rated as set forth above, Tenant's OPEX Obligation and Tenant's Proportionate Share of Real Estate Taxes, for said portion of said calendar year on the Expiration Date.

3.6 Following the expiration of each calendar year, Landlord shall, within ninety (90) days after the expiration of such calendar year, if possible, submit to Tenant an "Operating Expense Statement" prepared by Landlord, setting forth the actual Operating Expenses and Real Estate Taxes for the preceding calendar year and Tenant's OPEX Obligation and Proportionate Share of Operating Expenses and Real Estate Taxes, respectively, due to Landlord from Tenant for such calendar year ("Tenant's Expense Payment"). Landlord shall deliver to Tenant an Operating Expense statement accompanied by a letter from an independent certified public accountant verifying the accuracy of the Operating Expense Statement along with reasonable supporting data for such statement. In the event Tenant's Expense Payment shall be (i) greater than the aggregate of Tenant's Estimated Expense Payments for such calendar year, then within thirty (30) days after receipt of the Operating Expense Statement, Tenant shall make payment of any unpaid portion of Tenant's Expense Payment as an Operating Expense Reimbursement (provided that if the amount due to Landlord pursuant to this Section 3.6(i) is greater than two (2) times the amount of Tenant's Estimated Expense Payments then due, then one-half (1/2) of such sum shall be due within thirty (30) days, and the other half with sixty (60) days); or (ii) less than the aggregate of Tenant's Estimated Expense Payments for such calendar year, any excess paid by Tenant shall be credited against the payment(s) of Tenant's Estimated Expense Payment(s) next coming due. The Operating Expense Statement shall constitute a final determination, as between Landlord and Tenant, of Tenant's Expense Payment unless Tenant within sixty (60) days after receipt of the Operating Expense Statement, provides a notice to Landlord specifying the respects in which the statement is claimed to be incorrect. In connection therewith, Tenant and/or its duly authorized representatives, shall have the right, upon reasonable prior notice, to inspect, audit and copy Landlord's books and records that relate to Operating Expenses and Real Estate Taxes, at Landlord's management office during regular business hours. Pending the resolution of such dispute which dispute shall be undertaken in good faith by Tenant, Tenant shall pay the undisputed portion of Tenant's Expense Payment to Landlord and continue to pay the undisputed portion of Tenant's Estimated Expense Payments to Landlord in accordance with the terms of this Lease. Any over-billing discovered by such audit shall, unless disputed by Landlord in good faith, be paid by Landlord to Tenant within thirty (30) days after Landlord's receipt of a copy of Tenant's audit. If an overstatement of charges exceeds ten percent (10%) of the sum previously billed to Tenant by Landlord, Landlord shall reimburse Tenant for all reasonable out-of-pocket expenses of such audit. If, after Tenant has made a payment based on an increase in Real Estate Taxes and/or Operating Expenses, Landlord shall receive a refund of any portion thereof with respect to the period for which Tenant's payment was made, then, within sixty (60) days after Landlord's receipt of such refund, Landlord shall credit to Tenant an amount equal to Tenant's Proportionate Share of such refund. Any amounts due to Landlord or Tenant hereunder as a result of an overbilling or an underbilling, shall be paid to such party, as soon as reasonably practicable but in any event within sixty (60) days after the amount is finally agreed by both parties.

3.7 The term "Operating Expense Reimbursement" shall mean the amount that Tenant

is required to pay Landlord for Tenant's Proportionate Share of Real Estate Taxes and Tenant's OPEX Obligation for Operating Expenses, all as more fully set forth in Section 3.1, 3.2 and 3.4 hereof.

3.8 All taxes, charges, costs and expenses (including attorneys' fees), which the Tenant assumes or agrees to pay pursuant to the provisions of this Lease, including, without limitation, the Operating Expense Reimbursement and together with all interest, penalties, late charges and the like under this Lease that may accrue on account thereof in the event the Tenant fails to pay these sums as they become due, and all damages and other sums that may become due by reason of any default by the Tenant or failure on the part of the Tenant to fully comply with the provisions of this Lease, shall be deemed to be "Additional Rent". If the Tenant shall default beyond any permitted notice or grace period in the payment of any Additional Rent, the Landlord shall have the rights and remedies granted herein for non-payment of Fixed Rent. (Fixed Rent and Additional Rent are sometimes collectively referred to herein as "Rent").

3.9 It is the purpose and intent of the Landlord and Tenant that the Fixed Rent to be paid hereunder shall be absolutely net to Landlord, so that the Lease shall yield, net to Landlord, the Fixed Rent specified herein, and all costs, expenses and obligations of every kind and nature whatsoever relating to the occupancy and operation of the Demised Premises that arise or become due during the Term shall be paid by the Tenant (and that Landlord shall be indemnified and saved harmless by the Tenant from and against the same).

#### **ARTICLE 4. CONDITION OF DEMISED PREMISES; IMPROVEMENTS IN PREPARATION FOR OCCUPANCY**

4.1 Landlord agrees to construct and provide to Tenant, at Landlord's sole cost and expense a so-called "Warm Dark Shell," containing those items set forth on Exhibit D attached hereto ("Landlord's Work"). Landlord shall commence Landlord's Work in accordance with such plans and specifications to be provided by Tenant, and approved by Landlord, which shall be subject to the terms of this Lease, including without limitation, Article 5, as the same may be adjusted or modified by the Parties.

4.2 Except for Landlord's Work, Tenant hereby accepts the Demised Premises in their current, "As Is/Where is" condition. Landlord shall have no obligation to construct any other improvements to the Demised Premises for occupancy by Tenant. Tenant shall be solely responsible for all other construction of the Demised Premises as required for Tenant's business ("Initial Tenant Improvements") at its sole cost and expense. All plans and specifications for the Initial Tenant Improvements shall be subject to Landlord's prior review and approval and the performance thereof shall be subject to the terms and conditions set forth in this Lease.

4.3 Except as provided in Section 4.4, Tenant shall pay all costs associated with the Initial Tenant Improvements whatsoever, including, without limitation, all costs for permits, approvals, authorizations, inspections, Tenant's space planners, interior designers, architects, engineers, and contractors, as well as utility connections, labor, materials, bonds, insurance, and any structural or mechanical work, additional HVAC and control equipment or sprinkler heads, modifications to any Building mechanical, electrical, plumbing or other systems or equipment, or

relocation of any existing sprinkler heads, required as a result of the layout, design, or construction of the Initial Tenant Improvements. Any repairs, maintenance or replacements necessitated by any changes to any mechanical systems in connection with the Tenant Improvements or any other alterations by Tenant (subject to the terms of this Lease), shall be the sole responsibility of Tenant.

4.4 (a) Subject to subsection (b) below, Landlord shall contribute to the cost of the Initial Tenant Improvements in an amount not to exceed the product of Fifty Dollars (\$50) times the square footage of the Demised Premises or the Reduced Demised Premises, as the case may be, (the "Improvement Allowance") and \$5,000 with respect to Tenant's architectural test-fit). The Improvement Allowance shall be used solely for the Initial Tenant Improvements and shall exclude items that are not considered tenant improvements under customary commercial real estate practices. Tenant shall be solely responsible for all costs incurred by Tenant, in connection with the Initial Tenant Improvements in excess of the Improvement Allowance. Upon completion of the Initial Tenant Improvements by Tenant, Tenant shall promptly pay all costs therefor, and shall submit a one-time group of invoices to Landlord for disbursement of the Tenant Allowance, certified by the Tenant's architect, along with lien waivers, proof of payment, as-built plans and Tenant's Certificate of Occupancy issued by the City of West Haven.

(b) In the event of a termination of this Lease prior to the Expiration Date set forth in Section 1.2(b) above, for any reason, Tenant shall reimburse Landlord for the unamortized portion of the Improvement Allowance as of the effective date of such termination (the "Reimbursement Amount"). The Reimbursement Amount shall be paid on or before the effective date or termination of the Lease.

## **ARTICLE 5. TENANT IMPROVEMENTS**

5.1 So long as this Lease is in full force and effect, Tenant, at its sole cost and expense, may make changes, alterations or improvements in the Demised Premises, including, without limitation, the Initial Tenant Improvements (collectively, "Tenant Improvements"), provided that Tenant obtains Landlord's prior written consent thereto, which consent shall not be unreasonably withheld except that with regard to Structural Changes (as defined in Section 5.1(i) below), Landlord's consent may be withheld in Landlord's sole discretion. Notwithstanding the foregoing, Tenant may make alterations that cost less than Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) and do not require a building permit without Landlord's consent, but Tenant shall notify Landlord of any such alterations prior to performing the same. In addition, Landlord may condition its consent to any Tenant Improvements on any matters required by any Superior Mortgagee (as hereinafter defined in Section 6.1) of the Building. The following shall apply to any approved Tenant Improvements:

(a) Tenant Improvements will not require Landlord to make changes in or about the Common Areas of the Building as a result of Tenant Improvements, unless Tenant shall pay all costs and expenses incurred by Landlord in connection with any such changes, provided Landlord shall not be required to make any change that would have a materially adverse effect upon the Building or any other tenant of the Building;

(b) Tenant Improvements shall not affect in any way, the outside appearance of

the Building, the appearance of any atrium outside the Demised Premises or the ability to use the residential units and Tenant Improvements and the construction thereof shall not, in the opinion of Landlord reasonably exercised and based upon a structural engineering certification submitted by Tenant, weaken or impair the structure of the Demised Premises, or the Building either during the making of such Improvements or upon their completion;

(c) No part of the Building outside the Demised Premises shall be physically affected other than the demising walls to be created by Tenant and other than temporarily in connection with the construction of Tenant Improvements, and then only to the minimal extent necessary;

(d) The proper functioning of the Building equipment, in the sole opinion of Landlord reasonably exercised, shall not be materially adversely affected;

(e) Before proceeding with any Tenant Improvements, Tenant shall submit to Landlord two (2) copies of detailed plans and specifications therefor (the "Improvement Plans"), for Landlord's written consent (when such consent is required) which consent shall not be unreasonably withheld (except with respect to Structural Changes). Any Tenant Improvements for which consent has been received, shall be performed in accordance with the approved Improvement Plans, and no material changes thereto, or changes thereto that would require a building permit, shall be made without the prior written consent of Landlord, which shall not be unreasonably withheld;

(f) Tenant shall not be permitted to install, in any part of the Demised Premises, any permanently attached materials, fixtures or articles that are subject to liens, chattel mortgages or security interests (as such term is defined in the Uniform Commercial Code as then in effect in Connecticut). Telephones, computers, computer equipment, business machines and other equipment that can be removed without material damage to the Demised Premises, shall be excluded from the foregoing;

(g) No Tenant Improvements that require Landlord's consent shall be undertaken (i) except under the administration of a licensed architect or licensed professional engineer reasonably satisfactory to Landlord, and (ii) except after at least fifteen (15) days' prior notice to Landlord; and

(h) "Structural Changes" as used herein shall mean changes, alterations or improvements that materially affect in any way the structure of the Building, including without limitation the concrete/steel deck flooring in the Building, steel structure of the Building, the exterior Building curtain wall, the Building core and the Building equipment, but shall exclude those elements of any separate heating, ventilating and air conditioning, and plumbing systems installed by Tenant that do not have a material impact on the Building's heating, ventilating and air conditioning systems.

5.2 All Tenant Improvements shall at all times comply with all Legal Requirements (as hereinafter defined) and Insurance Requirements (as hereinafter defined) and the provisions of this Lease. Landlord shall, within ten (10) days of Tenant's request, advise Tenant of whether the proposed improvements violate any Insurance Requirements relating to Landlord's insurance

policies. Tenant, at its expense, shall (a) obtain all necessary municipal and other governmental permits, authorizations, approvals and certificates for the commencement and prosecution of Tenant Improvements and for final approval thereof upon completion (other than the Special Permit), (b) deliver two (2) copies thereof to Landlord and (c) cause all Tenant Improvements to be performed in a good and first-class workmanlike manner, using new materials and equipment at least equal in quality to the original standard installations of the Building. Tenant Improvements shall be performed in such manner so as not to unreasonably interfere with the occupancy of any other tenant or the performance of any other improvements, and not to impose any substantial hazard to the safety or security of other tenants or other persons in and about the Building or of the Building equipment. Throughout the performance of Tenant Improvements, Tenant and Tenant's general contractor, at no expense to Landlord, shall carry, or cause to be carried, workers' compensation insurance covering all persons employed in connection with such improvements in statutory limits and general liability insurance (with completed operations endorsement) for any occurrence in or about the Building in which Landlord, Landlord's agents, and any Superior Mortgagee (defined in Section 6.1 below) shall be named as additional insureds, in such limits as Landlord may reasonably prescribe, with insurers reasonably satisfactory to Landlord. Tenant shall furnish Landlord with satisfactory evidence that such insurance is in effect before the commencement of its improvements and, on request, at reasonable intervals thereafter. Upon completion of Tenant Improvements, Tenant shall deliver a certification from Tenant's architect or licensed professional engineer, that the improvements have been completed substantially in accordance with the plans and specifications approved by Landlord.

5.3 Tenant, at its expense, shall promptly procure the cancellation or discharge of all notices of violation arising from or otherwise connected with Tenant Improvements issued by any public authority having or asserting jurisdiction, within the period allowed by law as extended by any period of contest or appeal.

5.4 Tenant hereby indemnifies Landlord against liability for any mechanics' and other liens filed solely in connection with Tenant Improvements or repairs (except for repairs or maintenance performed by Landlord), or relating to any materials or fixtures installed in and constituting a part of the Demised Premises. Tenant, at its expense, shall procure the discharge of all such liens within thirty (30) days after notice to Tenant of the filing of any such lien against the Building or any part thereof. If Tenant shall fail to cause any such lien to be discharged within the period aforesaid, then, in addition to any other right or remedy, Landlord may, but shall not be obligated to, discharge the same by bond proceedings and in any such event, Landlord shall be entitled, if it elects, to compel the prosecution of an action for the foreclosure of such lien, and to pay the amount of any judgment in favor of the lienor with interest, costs and allowances. Nothing herein shall prevent Tenant from bonding over any said lien, but only if said lien is, as part of the bonding process, released as a lien against the Building or any part thereof. Any amount so paid by Landlord and all costs and expenses incurred by Landlord in connection therewith, shall be paid by Tenant within twenty (20) days after demand.

5.5 Notice is hereby given that: (i) neither Landlord, Landlord's agents, nor the Superior Mortgagee shall be liable for any labor or materials furnished or to be furnished to Tenant upon credit, and; (ii) no mechanic's or other lien for such labor or materials shall attach to or affect any estate or interest of Landlord, Landlord's agents, or Superior Mortgagee in and to the Building.



5.6 Tenant shall keep full and complete records describing any Tenant Improvements including the aggregate cost thereof (including architect's and engineer's fees and expenses) for a period of two (2) years after the completion of said Tenant Improvements. Tenant shall, upon the reasonable request of Landlord, within thirty (30) days, make available for inspection and copying by Landlord and its authorized representatives full and complete copies of such records.

5.7 For the purposes of this Lease, the term "Insurance Requirements" shall mean all customary and reasonable requirements of any insurance policy required of either party under this Lease, and the term "Legal Requirements" shall mean laws, statutes and ordinances (including but not limited to building codes, fire codes and zoning regulations, directives and requirements) of all federal, state, county, or city departments, bureaus, boards, agencies, offices, commissions, and other subdivisions thereof, or of any official thereof, or of any other governmental, public or quasi-public authority, whether now or hereafter in force, which may be applicable to the Building (and the Building's equipment) or the Demised Premises or any part thereof and all requirements, obligations and conditions of all instruments of record relating to the Building on the date of this Lease, other than a Superior Mortgage.

#### **ARTICLE 6. SUBORDINATION, NOTICE TO MORTGAGEES**

6.1 This Lease, and all rights of Tenant hereunder, are and shall be subject and subordinate to any mortgage or ground lease that may now or hereafter affect the Building whether or not such mortgage or ground lease shall also cover other lands and/or buildings, to each and every advance made or hereafter to be made under such mortgage, and to all renewals, modifications, replacements and extensions of such mortgages and/or ground leases. This Section 6.1 shall be self-operative and no further instrument of subordination shall be required. In confirmation of such subordination, Tenant shall promptly execute, acknowledge and deliver any instrument that Landlord, the lessor under any Ground Lease or the holder of any such mortgage or any of their respective successors in interest may reasonably request to evidence such subordination. Any mortgage to which this Lease is, at the time referred to, subject and subordinate is herein called "Superior Mortgage(s)" and the holder of a Superior Mortgage(s) is herein called "Superior Mortgagee(s)".

6.2 Landlord shall obtain a subordination, non-disturbance and attornment agreement (a "Non-Disturbance Agreement") from the holder of the Superior Mortgage currently encumbering the Property. Additionally, and so long as an Event of Default has not occurred and is continuing at such time, Landlord shall obtain a Non-Disturbance Agreement in favor of Tenant, from each holder of a Superior Mortgage granted following the date of this Lease. Each Non-Disturbance Agreement delivered under this Section 6.2, shall be reasonably acceptable to Tenant in form and substance. For purposes of this Section 6.2, "commercially reasonable efforts" shall not include payment of consideration to such issuers.

6.3 If any Superior Mortgagee shall succeed to the rights of Landlord under this Lease, whether through possession or foreclosure action or delivery of a new lease or deed, then at the request of such party so succeeding to Landlord's rights (herein called "Successor Landlord") and upon such Successor Landlord's written agreement to accept Tenant's attornment, Tenant shall attorn to and recognize such Successor Landlord as Tenant's landlord under this Lease. Upon such attornment this Lease shall continue in full force and effect as a direct lease between the Successor

Landlord and Tenant upon all of the terms, conditions and covenants as are set forth in this Lease except that the Successor Landlord shall not (a) be liable for any previous act or omission of Landlord under this Lease provided however that if said act or omission continues after said attornment, then the Successor Landlord shall be liable for said continuing act or omission, but only during the post attornment period; (b) be subject to any offset not expressly provided for in this Lease, which theretofore shall have accrued to Tenant against Landlord; or (c) be bound by any previous modification of this Lease or by any previous prepayment of more than one (1) month's Fixed Rent, unless such modification or prepayment shall have been expressly approved in writing by the holder of the Superior Mortgage through or by reason of which the Successor Landlord shall have succeeded to the rights of Landlord under this Lease.

## **ARTICLE 7. ASSIGNMENT AND SUBLETTING**

7.1 Prohibition. Tenant shall not assign or encumber all or any interest in this Lease or the Demised Premises or sublease all or any part of the Demised Premises or allow any other person or entity (except Tenant's authorized representatives, employees, invitees or guests) to occupy or use all or any part of the Demised Premises either voluntarily, involuntarily or by operation of law without first obtaining Landlord's written consent, which consent shall not be unreasonably, withheld, conditioned or delayed. For all purposes hereunder, the transfer of any equity interest of the Tenant or the sale or transfer of substantially all of the assets of the Tenant, shall be deemed to constitute an assignment of this Lease requiring Landlord's consent. Any assignment, encumbrance or sublease in violation hereof shall be voidable and, at Landlord's election, shall constitute a default under this Lease. Notwithstanding the foregoing, Landlord's prior consent shall not be required (but thirty (30) days prior notice to Landlord shall be required) with respect to an assignment of this Lease or a sublease of all or a portion of the Demised Premises to (i) an entity that controls, is controlled by or is under common control with Tenant (a "Tenant Affiliate"), or (ii) any successor entity into which Tenant has merged or been consolidated so long as the tangible net worth of such successor entity is not less than the tangible net worth of Tenant as of the date of this Lease. Acceptance of Rent by Landlord from anyone other than Tenant shall not be constituted as a waiver by Landlord of the actions prohibited by this Section 7.1, not as a release of Tenant from any obligation or liability under this Lease, but the same shall be taken to be a payment on account by Tenant. For purposes of this Section 7.1, "control" shall mean the ownership of more than fifty percent (50%) of the interests in such entity and the power to direct the management and policies of such entity. In connection with an assignment or sublease under this Section 7.1, Tenant shall (a) deliver notice to Landlord at least twenty (20) days prior to the transaction and shall provide Landlord with such information as may be reasonably requested by Landlord in order to establish the relationship of the Tenant Affiliate.

7.2 Request for Consent. If Tenant desires at any time to assign this Lease or to sublet the Demised Premises or any portion thereof to any entity for which Landlord's consent is required pursuant to Section 7.1 above, it shall first notify Landlord of its desire to do so and shall submit in writing to Landlord information respecting the proposed subtenant or assignee, financial statements of the proposed subtenant or assignee and the terms of the proposed sublease or assignment, as shall be required by Landlord's standard request for consent form.

7.3 Landlord Consent. If Tenant requests Landlord's consent to an assignment or sublease that requires Landlord's consent, such consent shall not, pursuant to Section 7.2 hereof,

be unreasonably withheld, conditioned or delayed and Landlord and Tenant agree (by way of example and without limitation) that it shall be reasonable for Landlord to withhold its consent if any of the following situations exist or may exist: (1) the proposed subtenant's or assignee's use of the Demised Premises conflicts with the "Use of Premises" as set forth in Section 2.1 hereof; (2) Tenant is in default, beyond applicable grace periods, pursuant to this Lease; (3) in Landlord's reasonable business judgment, the financial condition of the proposed subtenant or assignee is inadequate to perform Tenant's obligations under this Lease; (4) such assignment or sublease is a subterfuge by Tenant to avoid its obligations under this Lease, (5) such assignment or sublease causes Landlord to be in default under any existing lease at the Building, or (6) the net worth of the proposed assignee or sublessee is not less than seventy-five (75%) percent of the greater of Tenant's net worth on the (i) Effective Date or (ii) date of assignment or sublease .

7.4 Excess Rent. If (i) the Rent and other sums received by Tenant on account of a sublease of all or any portion of the Demised Premises exceeds the Fixed Rent allocable to the space subject to the sublease (in the proportion of the area of such space to the entire Demised Premises) plus actual out-of-pocket expenses incurred by Tenant in connection with Tenant's subleasing of such space, including brokerage commissions to a licensed broker and the cost of preparing such space for occupancy by the subtenant, Tenant shall pay to Landlord, as an additional charge, one hundred percent (100%) of such excess, monthly as received by Tenant or (ii) any payment received by Tenant on account of any assignment of this Lease exceeds the actual out-of-pocket expenses including brokerage commissions to a licensed broker and the cost of preparing space for the assignee, Tenant shall pay to Landlord, as an additional charge, one hundred percent (100%) of such excess when received by Tenant.

7.5 No Release. Notwithstanding the foregoing or anything contained herein to the contrary, no assignment or subletting by Tenant shall relieve Tenant or any guarantor of Tenant of any obligation to be performed by Tenant under this Lease, whether accruing before or after such assignment or subletting. Additionally, no consent by Landlord to any assignment, encumbrance, or sublease shall operate as a consent to future assignment, encumbrances or subleases.

7.6 Assumption of Liability. Each assignee shall assume and covenant to perform all obligations of Tenant under this Lease. Tenant shall be and remain liable jointly and severally with assignee for performance of Tenant's obligations. No assignment shall be binding on Landlord unless such assignee or Tenant shall deliver to Landlord a counterpart of such assignment fully signed by all parties to the agreement and an instrument in recordable form that contains a covenant of assumption of the assignee satisfactory in substance and form to Landlord. Notwithstanding anything herein to the contrary, no assignment or sublease, with or without the consent of Landlord, shall relieve Tenant of its full obligations, responsibilities and liabilities pursuant to this Lease.

7.7 Involuntary Assignments. No interest in this Lease shall be assignable by involuntary assignment through operation of law (including without limitation the transfer of this Lease by will, intestacy, merger, consolidation, dissolution of foreclosure). Without limitation, each of the following acts by "Tenant, et al" ("Tenant, et al" shall mean Tenant, any guarantor of this lease, or if Tenant is a partnership, any partner who is a general partner of Tenant or if Tenant is a limited liability company, any member of Tenant), shall be considered an involuntary assignment by Tenant:

(a) Bankruptcy and Insolvency. “Tenant et. al.” becomes insolvent as defined in the Federal Bankruptcy Code, admits in writing its insolvency or its present or prospective inability to pay its debts as they become due, is unable to or does not pay all or any material portion (in number or dollar amount) of its debts as they become due, permits or suffers a judgment against it that affects “Tenant’s, et. al.” ability to conduct its business in the ordinary course, (unless enforcement thereof is stayed pending appeal), makes or proposes an assignment for the benefit of creditors, convenes or proposes to convene a meeting of its creditors, or any class thereof, for purposes of effecting a moratorium upon or extension or composition of its debt, proposes any such moratorium, extension, or composition, or commences or proposes to commence any bankruptcy, reorganization, or insolvency proceeding, or other proceeding under any provision or chapter of the Federal Bankruptcy Code or any other federal, state or other law for the relief of debtors.

(b) Dismissal or Stay of Proceedings. “Tenant, et al” fails to obtain the dismissal, within ninety (90) days after the commencement thereof, at any bankruptcy, reorganization, or insolvency proceeding, or other proceeding under any law for the relief of debtors, instituted against it by one or more third parties or fails actively to oppose any such proceeding, or, if any such proceeding, defaults or files an answer admitting the material allegations upon which the proceeding was based or alleges its willingness to have an order for relief entered or its desire to seek liquidation, reorganization, or adjustment of any of its debts.

(c) Receivers. Any receiver, trustee, or custodian is appointed to the possession of all or any assets of “Tenant, et al” or any committee of “Tenant’s et al” creditors, or any class thereof, is formed for the purpose of monitoring or investigating the financial affairs of “Tenant, et al” or enforcing such creditors rights.

## **ARTICLE 8. COMPLIANCE WITH LAWS AND REQUIREMENTS; RULES AND REGULATIONS**

8.1 Tenant shall, at its expense, abate any nuisance within the Demised Premises, comply with all laws and requirements of public authorities that shall, with respect to the Demised Premises or the use and occupancy thereof, impose any violation, order or duty on Landlord or Tenant arising from (i) Tenant’s specific use of the Demised Premises as opposed to general office use, (ii) the manner of conduct of Tenant’s business or its installation or operation of its equipment or other property therein, (iii) any cause or condition created by Tenant, or (iv) breach of any of Tenant’s obligations hereunder. Tenant’s obligations under this Section 8.1 shall not extend to matters that are Landlord’s responsibility under this Lease.

## **ARTICLE 9. FIRE INSURANCE COMPLIANCE - WAIVER OF SUBROGATION**

9.1 Tenant shall not violate, or permit the violation of any condition imposed by the fire insurance policies carried by Landlord with respect to the Building and shall not do or permit anything to be done, or keep or permit anything to be kept, in the Building that would subject Landlord to any liability or responsibility for personal injury or death or property damage, or that would increase the fire or other casualty insurance rate on the Building or the property therein over the rate that would otherwise then be in effect or that would result in insurance companies of good standing refusing to insure the Building or any such property in amounts reasonably satisfactory to Landlord. Landlord agrees that the Tenant’s uses will not violate any of the aforesaid insurance

policies, nor increase the insurance rate on the Building.

9.2 Landlord and Tenant hereby waive any and all rights of recovery, claims, actions and causes of action against the other (and in the case of Landlord, against all Tenant Related Parties, and in the case of Tenant, against all Landlord Related Parties) for any loss or damage with respect to Tenant's Property, Alterations, the Project, the Building, the Premises and any contents thereof, including rights, claims, actions and causes of action based on negligence, which loss or damage is (or would have been, had the insurance required by this Lease been carried) covered by insurance. For the purposes of this waiver, any deductible with respect to a party's insurance shall be deemed covered by and recoverable by such party under valid and collectable policies of insurance. Landlord and Tenant shall procure an appropriate clause in, or endorsement on, any fire or extended coverage insurance covering the Tenant's Property, Alterations, the Project, the Building, the Premises or any contents thereof, pursuant to which the insurer waives subrogation, or consents to a waiver of right of recovery. The terms "Landlord Related Parties" and "Tenant Related Parties" are defined in Section 17.10.

9.3 Tenant agrees that Landlord shall not be liable to Tenant for any damages to Tenant's Property from any cause, other than the negligence or willful misconduct of Landlord, its agents and employees and Tenant waives all claims against Landlord, and its agents and employees, for damage to property arising for any reason, except for damage caused by Landlord's negligence or willful misconduct. Tenant shall indemnify, hold harmless, and at Landlord's option, defend Landlord, and its agents and employees, from any and all legal and equitable claims, demands, causes of action, liabilities, obligations, costs and expenses (including reasonable attorneys' fees, court costs and litigation expenses) of any kind arising out of injury, damage or other loss to any person or property occurring in, or about the Demised Premises, or the Building that arise out of the Tenant's use of the Demised Premises, or the Building by Tenant, its employees or invitees or Tenant's breach of this Lease. Tenant's obligations under this Section 9.3 shall not be limited to the amounts of coverage of insurance maintained or required to be maintained by Tenant under this Lease. It is the intention of the parties that this indemnity does not require payment as a condition precedent to recovery by Landlord against Tenant under this indemnity and that Landlord shall be indemnified by Tenant to the full extent permitted by law.

## **ARTICLE 10. TENANT'S PROPERTY**

10.1 All fixtures, equipment, Tenant Improvements and appurtenances permanently attached to, or built into, the Demised Premises at the commencement of or during the Term (collectively "Fixtures"), whether or not at the expense of Tenant, shall be and remain a part of the Demised Premises and shall be deemed the property of Landlord as of the date such Fixtures are attached to or built into the Demised Premises and shall not be removed by Tenant, except as expressly provided in this Lease. The Fixtures shall include Landlord's Work and all electrical, plumbing, heating and sprinkling equipment, fixtures installed by Landlord, partitions, doors, outlets, switches, venetian blinds, partitions, gates, doors, vaults (including vault doors), molding, radiator enclosures, cork, rubber, linoleum, carpeting, acoustical tiles, special ceilings, composition floors, ventilating, silencing, air conditioning and cooling equipment, and all fixtures, improvements and appurtenances of a similar nature or purpose. Notwithstanding the foregoing, Tenant shall have the right to remove at its sole cost and expense (and shall repair any damage caused to the Demised Premises by such removal) its furniture, data equipment, systems

furnishings, movable partitions, built in case goods, and specialty medical lighting fixtures, at the end of or during the term of this Lease.

10.2 All movable partitions, other business, medical, and trade fixtures, machinery and equipment, communications equipment, and office equipment, which are installed in the Demised Premises by or for the account of Tenant, without expense to Landlord, and which can be removed without structural damage to the Building and all signs, furniture, and other articles or movable personal property owned by Tenant and located in the Demised Premises (all of which are sometimes called "Tenant's Property") shall be and shall remain the property of Tenant and may be removed by it at any time during the Term of this Lease, provided that if any of Tenant's Property is removed, Tenant shall repair or pay the cost of repairing any damage to the Demised Premises or to the Building resulting from such removal, except for minor repairs such as the filling of holes caused by the removal of paintings. Upon request of Tenant or Tenant's permitted assignees or any permitted subtenant of licensee, Landlord shall execute and deliver any consent or waiver form that is reasonably acceptable to Landlord setting forth the fact that Landlord waives any lien, claim, interest, or other right in or to Tenant's Property and acknowledging that the same are, and shall at all times be personal property and are not to become a part of the realty no matter how affixed thereto and that such property may be removed from the Demised Premises at any time, free and clear of any claim or lien of Landlord.

10.3 At or before the Expiration Date, or the date of any earlier termination of this Lease, or as promptly as practicable after such an earlier termination date, Tenant's Property, except such items thereof as Tenant shall have expressly agreed in writing with Landlord were to remain and to become the property of Landlord, shall be removed by Tenant and Tenant shall repair any damage to the Demised Premises or the Building resulting from such removal, except for minor repairs such as the filling of holes caused by the removal of paintings.

10.4 Any other items of Tenant's Property (except money, securities and other like valuables) which shall remain in the Demised Premises after the termination of the Term of this Lease or after a period of thirty (30) days following an earlier termination date, may, at the option of Landlord, be deemed to have been abandoned, and in such case either may be retained by Landlord as its property or may be disposed of, without accountability, at Tenant's expense, in such manner as Landlord may see fit.

## **ARTICLE 11. REPAIRS AND MAINTENANCE**

11.1 Tenant shall not commit waste and Tenant shall make and be responsible for all repairs, as and when needed, to preserve the Demised Premises and the Building equipment therein and Tenant's Property in good working order and condition, the need for which arises out of (a) the performance of or existence of improvements made after the date hereof by or at the request of Tenant (including Tenant Improvements), (b) the installation, use or operation of Tenant's Property, (c) the moving of Tenant's Property in or out of the Building or the Demised Premises, or (d) subject to the waiver of subrogation set forth in Section 9.2 hereof with respect to the Building equipment within the Demised Premises, the acts, omissions, negligence or misuse of or by Tenant or any of its subtenants or any of its or their employees, agents, contractors, licensees or invitees or their use or occupancy of the Demised Premises. Tenant promptly and at its sole cost and expense, shall make all repairs in or to the Demised Premises. All repairs made by or on

behalf of Tenant as required in the immediately preceding sentence, shall be made in conformity with the provisions of Article 5 of this Lease and shall be at least equal in quality and class to the original Building standard installation. In no event shall Tenant be required to make any structural repairs to the Demised Premises or the Building equipment therein unless caused by the acts, omissions, negligence, or misuse thereof by Tenant or any of its subtenants or any of its or their employees, agents, contractors, licensees, or invitees (and then subject to waiver of subrogation).

11.2 Landlord shall make all necessary repairs to keep the Building and the Building equipment in good working order and condition and in compliance with applicable Legal Requirements and Insurance Requirements excluding, however, (a) subject to the waiver of subrogation set forth in Section 9.2 hereof, repairs of the Demised Premises, Tenant Improvements and Tenant's Property, the need for which is not occasioned by Landlord's act or negligence and (b) repairs that Tenant is obligated to make pursuant to the provisions of this Lease. Landlord shall stub into the Demised Premises all utilities and connections necessary for the operation of the HVAC system serving the Demised Premises; provided however, Tenant shall maintain at all times during the Term, at Tenant's sole cost, and expense, an HVAC repair and maintenance contract with a licensed and insured service provider reasonably acceptable to Landlord. For the avoidance of doubt, Landlord's repair and maintenance obligations as to the Demised Premises pursuant to this Section 11.2 shall include only: (i) the Building envelope; (ii) structural elements, including the roof, windows, doors and exterior walls; and (iii) the source of the electrical, gas, water, and HVAC serving the Demised Premises.

11.3 Tenant shall not place a load upon any floor of the Demised Premises that exceeds a live load of eighty (80) pounds per square foot or the maximum live load allowed by law, whichever is less. In the event Tenant desires to make changes within the Demised Premises, which will or might significantly affect the live load on all or any part of the floors thereof, then in addition to the requirements of Article 5 hereof, Tenant shall give Landlord not less than twenty (20) days prior written notice of such proposed change. Such notice shall include a certification by duly licensed and qualified engineers of Tenant that such proposed changes will not have any detrimental impact upon the Building, or the Demised Premises, and that the proposed changes are permitted by the applicable building code provisions. Such certification shall be at Tenant's expense and shall include any and all costs relating to peer review as may be required by the appropriate laws of the State of Connecticut.

11.4 Business machines and mechanical equipment belonging to Tenant that cause noise or vibration that may be transmitted to the structure of the Building or to the Demised Premises to such a degree as to be objectionable to other tenants shall, at Tenant's expense, be placed and maintained by the party owning the machines or equipment in settings of cork, rubber or spring type vibration eliminators sufficient to eliminate noise or vibration.

## **ARTICLE 12. UTILITIES**

12.1 Tenant shall be responsible for and pay the costs of electricity, gas, water, sewer usage and all other utilities consumed within the Demised Premises. With the exception of sewer usage, all utilities consumed within the Demised Premises by Tenant shall be separately metered and billed directly by the utility company to Tenant. To the extent the Demised Premises are not currently separately metered, the cost and expense of installing any such meters or sub-meters shall

be the responsibility of Tenant. Tenant's use of electric energy in the Demised Premises shall not at any time exceed the capacity of any of the electrical conductors and equipment in or otherwise serving the Demised Premises. In order to insure that such capacity is not exceeded and to avert possible adverse effects upon the Building's electric service, Tenant shall not, without Landlord's prior written consent in each instance, connect appliances or equipment that require amounts of electricity to the Building electric distribution system that are not consistent with the Permitted Use, or make any alteration or addition to the electric system of the Demised Premises. Should Landlord grant such consent, all additional risers or other equipment required therefor shall be provided by Landlord and the cost thereof, which shall be deemed Additional Rent to be paid by Tenant upon Landlord's demand.

### **ARTICLE 13. HEAT, VENTILATING, AIR CONDITIONING AND OTHER UTILITIES**

13.1 Landlord agrees that the heating, ventilating, and air conditioning systems that serve the Demised Premises shall be capable of producing a temperature range between 68° and 72° during the heating season and between 70° and 75° during the cooling season (the "Temperature Ranges"). Tenant agrees to maintain its thermostat at such applicable Temperature Ranges during the respective seasons to prevent freezing of or damage to the pipes.

### **ARTICLE 14. LANDLORD'S SERVICES**

14.1 Landlord shall provide janitorial services for the exterior Common Areas. Landlord in no event shall be liable for any property loss, theft of or damage to property of Tenant or property in Tenant's custody and/or control by reason of any activities of Landlord's cleaning contractor or their employees in the exterior Common Areas, however if there is any property loss, theft of or damage to property of Tenant or property in Tenant's custody and/or control in the exterior Common Areas by reason of the activities of Landlord's cleaning contractor or their employees then to the extent allowed by law Landlord shall pass on to Tenant any indemnities to which it may be entitled to under said cleaning contract. Landlord agrees to use commercially reasonable efforts to enforce the terms of its contract with the cleaning contractor; and upon notice by Tenant of any property loss, theft, or damage to property of Tenant or property in Tenant's custody and/or control, to make inquiry thereof to its cleaning contractor and if not satisfied, then to use commercially reasonable efforts to enforce the terms of its contract with said contractor, including without limitation termination thereof.

### **ARTICLE 15. ACCESS, CHANGES IN BUILDING FACILITIES**

15.1 Except for inside surfaces of the Demised Premises and access to its own phone panel (which panel shall be for the exclusive use of Tenant), access to the lobby and to other common areas of the Building, all of the Building, including interior Building walls, core corridor walls and doors and any core corridor entrance, any terraces or roofs adjacent to the Demised Premises, and any space in or adjacent to the Demised Premises used for shafts, stacks, pipes, conduits, fan rooms, ducts, electric or other utilities, sinks or other Building Facilities, and the use thereof, as well as access thereto through the Demised Premises for the purposes of operation, maintenance, decoration and repair, are reserved to Landlord, provided that Landlord shall not materially interfere with Tenant's use and occupancy of the Demised Premises as a result of the



exercise of Landlord's rights under this Article 14, and such exercise of rights shall, to the extent possible, be done so as to minimize interference with Tenant and shall only be undertaken after notice to Tenant, except in emergencies, in which case written notice need not be given.

15.2 Tenant shall permit Landlord to install, use and maintain pipes, ducts and conduits within the demised walls, bearing columns and ceilings of the Demised Premises, provided that no such pipes, ducts, or conduits shall materially interfere with Tenant's use and occupancy of the Demised Premises. Except in emergencies, in which case written notice need not be given, any such entry shall be (i) coordinated with the Tenant with at least forty-eight (48) hours' written notice, (ii) conducted outside business hours whenever reasonably possible and (iii) if during normal business hours, conducted in a quiet, respectful and courteous manner in order to minimize disruption to Tenant's business.

15.3 Landlord and its agents shall have the right to enter and/or pass through the Demised Premises or any part thereof, for the purpose of making such repairs or changes to the Building or its facilities as may be provided for by this Lease or as Landlord may be required to make by law or in order to repair and maintain the Building or its fixtures or facilities. Landlord shall be allowed to take all materials into and upon the Demised Premises that may be required for such repairs, changes, repainting or maintenance. Landlord agrees to clean up its area of construction/repair on a daily basis, and restore it to its original condition subsequent to performing repairs or changes and to minimally interfere with the business of Tenant as is reasonably practicable, taking into consideration the nature and scope of said repairs. Landlord shall have the right to enter on and/or pass through the Demised Premises, or any part thereof, at such times as such entry shall be required by circumstances of emergency affecting the Demised Premises or the Building. Except in emergencies, in which case written notice need not be given, any such entry shall be (i) coordinated with the Tenant with at least forty-eight (48) hours' written notice, (ii) conducted outside business hours whenever reasonably possible and (iii) if during normal business hours, conducted in a quiet, respectful and courteous manner in order to minimize disruption to Tenant's business.

15.4 Landlord reserves the right without incurring any liability to Tenant therefor, to make such changes in or to the Building, excluding the Demised Premises (except as provided for in Sections 14.2 and 14.3 hereof), and the fixtures and equipment thereof, as well as in or to the street, entrances, halls, passages, elevators and stairways thereof, as it may deem necessary or desirable so long as it shall not materially interfere with Tenant's business or Tenant's use of the Demised Premises or materially affect Tenant's access to the Demised Premises.

## **ARTICLE 16. NOTICE OF ACCIDENTS**

16.1 Tenant shall promptly give notice to Landlord of (i) any claims resulting from an accident in or about the Demised Premises for which Landlord might be liable, (ii) all fires in the Demised Premises, (iii) all damages to or defects in the Demised Premises, including the fixtures, equipment and appurtenances thereof, for the repair of which Landlord might be responsible, reasonable wear and tear excepted, and (iv) all damage to or defects in any parts or appurtenances of the Building's sanitary, electrical, heating, ventilating, air conditioning, elevator and other systems located in or passing through the Demised Premises or any part thereof.

## ARTICLE 17. INSURANCE, NON-LIABILITY AND INDEMNIFICATION

17.1 Landlord shall not be liable to Tenant for any injury or damage to Tenant or to any other person or for any damage to, or loss (by theft or otherwise) of, any property of Tenant or any other person, except if caused by or arising from the negligence or willful act or omission of Landlord or its agents, servants, employees, or contractors (and subject to the waiver of subrogation contained in Section 9.2 hereof). Landlord does not make any representation to Tenant with regard to the security of the Demised Premises, the Building, and the security services that Landlord intends to supply in connection with the Building and Tenant waives any claim against Landlord with respect thereto, except if caused by or arising from the gross negligence or willful act or omission of Landlord or its agents, servants, employees, or contractors (and subject to the waiver of subrogation contained in Section 9.2 hereof).

17.2 Tenant shall indemnify, reimburse and save harmless Landlord and its respective agents, servants, employees and contractors against and from (i) any and all claims (a) arising from Tenant's conduct or management of the Demised Premises of any business therein, or any work or thing whatsoever done by Tenant or Tenant's agents or contractors, or any condition created by Tenant in or about the Demised Premises during the Term of this Lease or during any other period of time that Tenant may have been given access to the Demised Premises, or (b) arising from any negligent or otherwise wrongful act or omission of Tenant or any of its subtenants or licensees or its or their employees, agents or contractors, and (ii) all costs, expenses and liabilities incurred in or in connection with each such claim or action or proceeding brought thereon. In case any such action or proceeding shall be brought against Landlord, by reason of any such claim (except if caused by or arising from the negligence or willful act or omission of Landlord), Tenant, upon notice from Landlord, shall at its own cost and expense resist and defend such action or proceeding by attorneys selected by Landlord and approved by Tenant, which approval shall not be unreasonably withheld, conditioned, or delayed.

17.3 Insurance to be Carried at All Times. At all times during the Term, Tenant, at its sole cost and expense, shall carry or cause to be carried policies of insurance as set forth below:

(a) Commercial General Liability Insurance approved by Landlord in Tenant's name with a combined single limit of at least \$1,000,000 per occurrence and at least \$2,000,000 annual aggregate on a per location basis, and extending to all owned hired, and non-owned vehicles, plus an umbrella in the amount of at least \$5,000,000 for injuries to persons (including death) and damage to property. This coverage shall contain an exception to any pollution exclusion that insures damage or injury arising out of heat, smoke or fumes from a hostile fire. Such policy shall include:

- (i) Coverage for contractual and assumed liability by Tenant under this Lease (including Tenant's indemnification obligations under this Lease);
- (ii) Personal and Advertising Injury Coverage;
- (iii) Products Completed Operations Coverage with an aggregate limit of at least \$2,000,000;

- (iv) Additional Insured Endorsement (I.S.O. Form CG 2010 version or equivalent additional insured endorsement approved by Landlord) naming the Landlord Related Parties (as defined in Section 17.10);
- (v) Fire legal liability for damage to the Premises caused by any act or omission of Tenant, its agents, employees or contractors.

(b) Property Insurance against “all risk” of loss to Tenant’s Property in or on the Premises and all fixtures, equipment, installations, decorations, improvements and Alterations (including, without limitation, all of any Tenant Improvements or Alterations installed therein, and all contents, signs, plate glass and all of Tenant’s other property in or on the Premises, in an amount equal to one hundred (100%) percent of the replacement value of all of the same. Tenant acknowledges and agrees that Landlord shall not have any obligation to carry insurance on or be responsible for damage to any of the foregoing items required to be insured by Tenant pursuant to this subsection and Tenant, not Landlord, shall be responsible for restoration and replacement of the same in the event of a casualty or other damage or destruction, notwithstanding anything to the contrary in this Lease.

(c) Workers’ Compensation Insurance (including Employer’s Liability Insurance with a limit of at least \$500,000, which limit may be met by a combination of primary and excess insurance) meeting the statutory limits of the State of Connecticut.

(d) During the performance of any Alterations (including, without limitation, all Initial Tenant Alterations), Tenant shall cause to be carried by its contractor(s) (i) General Liability Insurance with primary and umbrella combined limits- of \$10,000,000; (ii) Builder’s Risk/Installation Floater Insurance in an “all risk” completed value form in an amount equal to the total value of the work to be performed, including the interests of each of the Landlord Related Parties (as defined in Section 17.10), as those may appear. The insurance shall cover any and all real and personal property owned, used or intended for use or hereafter created, installed or acquired, including while in the course of building, erection, installation and assembly. Such policy shall remain in force until the construction is completed and accepted. The policy shall provide that:

- (i) any requirement for co-insurance must be voided;
- (ii) in the event such policy has a deductible, such deductible amount shall not exceed \$25,000, except with the express permission of Landlord;
- (iii) such policy is to be written with the contractor as insured, the Landlord and Tenant and Landlord Related Parties as additional insureds, and Landlord as loss payee, as their interests may appear;
- (iv) such policy shall be endorsed to provide that “all premium considerations are the sole responsibility of Tenant or its contractor”; and

- (v) losses are to be adjusted with Landlord.

17.4 All insurance required to be carried by Tenant pursuant to the terms of this Lease shall be effectuated by enforceable policies issued by the tenant's self-insured captive or reputable insurers licensed to do business in the State of Connecticut, and rated "A-/VII" or better by A.M. Best Company and approved by Landlord. Tenant's policies must be: (i) written in accordance with the requirements of this Article, as applicable; and (ii) endorsed in form acceptable to include a provision that the policy will not be canceled, materially changed, or not renewed without at least thirty (30) days prior written notice to Landlord. Except as otherwise provided herein, policies written on a "claims-made" basis are not acceptable. Tenant shall provide evidence of each renewal or replacement of a policy of at least fourteen (14) days prior to the expiration of such policy. Tenant shall be responsible for all claim expense and loss payments within the deductible. . On or prior to the Effective Date, Tenant shall deliver evidence of all policies of insurance required to be carried by Tenant pursuant to the terms of this Lease to Landlord. Certificates of insurance may be supplied as evidence of such aforementioned policies. However, if requested by Landlord, Tenant shall deliver to Landlord, within forty-five (45) days of the request, a copy of such policies, certified by the insurance carrier as being true and complete. A detailed insurance binder may be provided, ACORD or Manuscript Form, pending issuance of the original policy.

If a certificate of insurance is submitted, it must:

- (i) be signed by an authorized representative of the insurance carrier or producer; disclose any deductible or aggregate limits;
- (iii) indicate the additional insureds and named insureds as required herein
- (iv) reference the Lease on the face of the certificate; and
- (v) expressly reference the inclusion of all required endorsements.

17.5 Nothing herein contained shall be deemed to limit Tenant's liability to the limits of liability or coverage of the policies, their renewals, or replacements. If, at any time during the Term of this Lease, insurance as required is not in effect, or proof thereof is not provided to Landlord, then Landlord shall have the option to direct Tenant to suspend work or operation with no additional cost or extension of time due on account thereof, or treat such failure as a Default. Each policy of insurance required to be carried pursuant to the provisions of this Article shall contain a provision that no act or omission of Tenant shall affect or limit the obligation of the insurance company to the Landlord to pay the amount of any loss sustained.

17.6 All policies of insurance procured by Tenant shall state or be endorsed to provide that:

- (i) the coverage afforded under Tenant's policies shall apply on a primary basis and not on an excess or contributing basis with any other insurance policies that may be available to any Landlord Related Party (as defined in Section 17.10);
- (ii) Tenant's policies, primary and excess, must be exhausted prior to implicating any Landlord policy that may be available; and

- (iii) if a contractor's policy contains any provision that may adversely affect whether Tenant's policies are primary and must be exhausted before implicating any available Landlord policy, Tenant's and its contractor's policies shall nevertheless be primary and must be exhausted prior to implicating any Landlord policy available.

17.7 The required limits of coverage may be provided in the form of a primary policy or a combination of primary and umbrella/excess policies. When the minimum contract amounts can only be met by applying the umbrella/excess policy, the umbrella/excess policy must follow the form of the underlying primary policy and be extended to "drop down" to become primary, on an occurrence basis, in the event primary limits are reduced or aggregate limits are exhausted.

17.8 The insurance required to be carried by Tenant pursuant to the provisions of this Article may, at Tenant's option, be affected by so-called "blanket", "wrap-up" and/or "master" policies issued to Tenant covering the Premises and other properties owned or leased by Tenant, provided such policies otherwise comply with the provisions of this Lease.

17.9 Tenant shall not commit or permit any violation of the policies of insurance carried by the Landlord covering the Premises or the Building or the Project and/or the fixtures, equipment and property therein or do or permit anything to be done, or keep or permit anything to be kept, in the Premises, which in case of any of the foregoing, (i) would result in termination and/or loss of coverage under any such policies or (ii) would adversely affect Landlord's right of recovery.

17.10 For purposes of this Lease, the following definitions shall apply: (i) "Landlord Related Party" means an employee, agent, contractor, licensee, customer, invitee or affiliate of Landlord, but specifically excludes Tenant and any other lessee or tenant of the Building; and (ii) "Tenant-Related Party" means an employee, agent, contractor, licensee, customer, invitee or affiliate of Tenant but specifically excludes Landlord.

17.11 Notwithstanding anything to the contrary contained herein, Tenant shall have the right to self-insure its commercial general liability insurance obligation hereunder. Any self-insured exposure shall be deemed to be an insured risk with respect to the coverages required under this Lease. The beneficiaries of such insurance shall be afforded no less insurance protection as if such self-insured portion was fully insured by an insurance company of the quality and caliber required hereunder (including, without limitation, the provision of a legal defense by attorneys reasonably acceptable to beneficiaries, and the payment of claims within the same time period that a third party insurance carrier of the quality and caliber otherwise required hereunder would have paid such claims). Any and all deductibles and/or self-insured retentions in the above described insurance policies shall be assumed by and for the account of Tenant and at its sole risk and expense. If Tenant elects to self-insure, Tenant must cause such self-insurance coverage to survive the expiration or earlier termination of this Lease with respect to events arising from and after the Commencement Date until the end of the Lease Term and such coverage shall not be subject to any limitation on the liability of Tenant, as the tenant under this Lease, set forth herein (i.e., the self-insuring entity should have the same liability as other insurance providers would to the extent required by this Lease).

## **ARTICLE 18. DESTRUCTION OR DAMAGE**

18.1 If the Building or the Demised Premises shall be damaged or destroyed by flood, fire, tornado, explosion, windstorm, by the elements or other casualty, and this Lease shall not have been terminated as provided in Section 18.3, subject to the rights of a Superior Mortgagee, Landlord shall repair the damage and restore and rebuild the Building and/or the Demised Premises, with reasonable dispatch after notice to it of the damage or destruction; provided, however, that Landlord shall not be required to repair or replace any of Tenant's Property.

18.2 If the Demised Premises and/or the portions of the Building that provide access to the Demised Premises shall be partially damaged or partially destroyed by flood, fire, tornado, explosion, windstorm, by the elements or other casualty to an extent as to make the Demised Premises untenable, the rents payable hereunder shall be abated to the extent that the Demised Premises shall have been rendered untenable and for the period from the date of such damage or destruction to the date the damage shall be repaired or restored.

18.3 If (i) the Building shall be substantially damaged or destroyed by flood, fire, tornado, explosion, windstorm, by the elements or other casualty, or (ii) the Demised Premises shall be damaged by a risk not covered by Landlord's insurance, or (iii) the Demised Premises shall be damaged during the last year of the Term of this Lease, then Landlord may terminate this Lease by giving Tenant notice to such effect as soon as reasonably possible within ninety (90) days after the date of the casualty, which notice shall be given as in this Lease provided, and thereupon the Term of this Lease shall expire by lapse of time upon the 30th day after notice is given and Tenant shall vacate the Demised Premises and surrender the same to Landlord. The Building (whether or not the Demised Premises are damaged), shall not be deemed substantially damaged or destroyed unless Landlord is required to expend twenty percent (20%) or more of the full replacement value of the entire Building immediately prior to such damage or destruction, in order to restore the damage.

## **ARTICLE 19. EMINENT DOMAIN**

19.1 If the whole of the Building shall be lawfully taken by condemnation or in any other manner for any public or quasi-public use or purpose, this Lease and the Term and estate hereby granted shall forthwith terminate as of the date of vesting of title in such condemning authority (which date is hereinafter also referred to as the date of taking), and the rents shall be pro-rated and adjusted as of such date.

19.2 If any material part of the Building shall be so taken, this Lease shall be unaffected, except that (i) Landlord may, at its option, terminate this Lease by giving Tenant notice to that effect within ninety (90) days after the date of taking, and (ii) if the taking materially and adversely affects Tenant's use and occupancy of the Demised Premises, then at Tenant's sole option, to be exercised within ninety (90) days after the date of such taking, this Lease shall terminate as of the date of taking. In the event of any termination of this Lease pursuant to this Section 19.2, the rents shall be pro-rated and adjusted as of such date.

19.3 In the event of any taking, partial or whole, provided for in this Article, all of the proceeds of any award, judgment or settlement payable by the condemning authority shall be and

remain the sole and exclusive property of Landlord, and Tenant shall not be entitled to any portion of such award, judgment or settlement received by Landlord from such condemning authority, however, Tenant may pursue its own claim against the condemning authority for any damage or award permitted under the laws of the State of Connecticut, to be paid to Tenant without diminishing award, judgment or settlement receivable by Landlord.

## **ARTICLE 20. SURRENDER**

20.1 On the last day of the Term of this Lease, or upon any earlier termination of this Lease, or upon any re-entry by Landlord upon the Demised Premises, Tenant shall quit and surrender the Demised Premises to Landlord in good order, condition and repair, except for ordinary wear and tear, and fire damage and maintenance, repairs, and replacements that are Landlord's obligation to perform under this Lease, and Tenant shall remove all of Tenant's Property therefrom except as otherwise expressly provided in this Lease.

## **ARTICLE 21. TENANT'S DEFAULT**

21.1 In the event of any of the following (each of subsections (a) through (g) inclusive being an "Event of Default"):

(a) Tenant shall make an assignment of substantially all of its property for the benefit of creditors or shall file a petition in bankruptcy or insolvency, or an involuntary petition under any bankruptcy or insolvency law shall be filed against Tenant, and such assignment or petition is not dismissed or withdrawn within sixty (60) days after the filing thereof;

(b) the reorganization of Tenant, whether pursuant to the Federal Bankruptcy Code or any similar federal or state proceeding, unless such reorganization is withdrawn or dismissed within sixty (60) days after its filing;

(c) a permanent receiver, trustee or liquidator shall be appointed for Tenant or of or for substantially all of the property of Tenant, and such receiver, trustee or liquidator shall not have been discharged and such appointment withdrawn within sixty (60) days from the date of appointment;

(d) Tenant shall (i) fail to pay in full any monthly installment of any Fixed Rent or Additional Rent payable hereunder by its due date, and such installment of Fixed Rent or of Additional Rent shall remain partially or fully unpaid for a period of five (5) days following such due date, or (ii) fail to pay in full any payment of any additional charges payable hereunder within ten (10) days of the date when due hereunder, but notwithstanding the foregoing, on the first (1st) occasion only during each Lease Year, such failure shall not be an Event of Default if such payment is received by Landlord within five (5) days following Landlord's delivery of written notice of such failure;

(e) Tenant shall default in the due keeping, observing or performance of any other covenant, agreement, term, provision or condition of this Lease on the part of Tenant to be kept, observed or performed (other than a default of the character referred to in clause (d) of this Section 21.1), and if such default shall continue and shall not be remedied by Tenant within fifteen (15) days after Landlord shall have given to Tenant a written notice specifying the same, or, in the

case of such a default which for causes beyond Tenant's control cannot with due diligence be cured within said period of fifteen (15) days, if Tenant (i) shall not, promptly upon the giving of such notice, advise Landlord in writing of Tenant's intention to take all steps necessary to remedy such default in good faith and with due diligence, (ii) shall not duly institute and thereafter diligently prosecute to completion all steps necessary to remedy the same, or (iii) shall not remedy the same within reasonable time after the date of the giving of said notice by Landlord;

(f) any event shall occur or any contingency shall arise whereby this Lease or the estate hereby granted or the unexpired balance of the term hereof would, by operation of law or otherwise, devolve upon or pass to any firm, association, corporation, person, or entity other than Tenant or its affiliates (except in the event of a merger in which Tenant is the surviving entity), or whenever, while rent remains unpaid or is in arrears, Tenant shall desert or abandon the Premises or the same shall become vacant (whether the keys be surrendered or not); or

(g) Tenant shall fail to carry on or operate its business or close or suspend its business operation for a period of more than sixty (60) consecutive days or otherwise abandon the Demised Premises,

Then in the event of any Event of Default, Landlord may, at its option:

(x) give to Tenant a notice of intention to end the term of this Lease at the expiration of thirty (30) days from the date of the giving of such notice, and, in the event such notice is given, this Lease and the term and estate hereby granted (whether or not the term shall theretofore have commenced) shall expire and terminate upon the expiration of said three (3) months with the same effect as if that day were the date hereinbefore set for the expiration of the full term of this Lease, or

(y) re-enter the Premises without terminating this Lease; but in all events Tenant shall be or remain liable for damages as provided in this Lease and/or pursuant to law. If any of the obligations of Tenant under this lease is guaranteed, the term "Tenant" as used in said clauses shall be deemed to include also the guarantor or, if there be more than one guarantor, all or any one of them; and, if this Lease shall have been assigned, the term "Tenant", as used in said clauses, shall be deemed to include the assignee and the assignor or either of them under any such assignment unless Landlord shall, in connection with such assignment, release the assignor from any further liability under this Lease, in which event the term "Tenant" as used in said clauses, shall not include the assignor so released.

21.2 If this Lease shall terminate as in Section 20.1 hereof provided, Landlord or Landlord's agents and servants may immediately or at any time thereafter re-enter into or upon the Premises or any part thereof by summary dispossession proceedings or by any suitable action or proceeding at law, and may repossess the same, and may remove any persons therefrom, to the end that Landlord may have, hold and enjoy the Premises again as and of its first estate and interest therein. The words "re-enter", "re-entry" and "re-entering" as used in this Lease are not restricted to their technical legal meanings.

Notwithstanding anything to the contrary or otherwise in this Lease contained, upon termination of this Lease as in Section 20.1 hereof provided or otherwise, Landlord may recover



possession thereof in the manner prescribed by the statute relating to summary process; it being understood that no demand for rent, and no re-entry for condition broken, as at common law, shall be necessary to enable Landlord to recover such possession pursuant to such statute relating to summary process.

21.3 In the event of any termination of this Lease under the provisions of Section 20.1 hereof or in the event that Landlord shall re-enter the Demised Premises under the provisions of this Lease or in the event of the termination of this Lease (or of re-entry without termination) by or under any summary dispossession or other proceeding or action or other measure undertaken by Landlord for the enforcement of its aforesaid right of re-entry or any provision of law (any such termination of this Lease, or re-entry without termination, being hereinafter called a "Default Termination" or "Default Re-Entry", as the case may be), Tenant shall thereupon pay to Landlord the Fixed Rent and Additional Rent owed by Tenant to Landlord up to the time of such Default Termination or Default Re-Entry, or of such recovery of possession of the Demised Premises by Landlord, as the case may be, and shall also pay to Landlord damages as provided in this Lease hereof and/or pursuant to law. Also, in the event of a Default Termination or Default Re-Entry Landlord shall be entitled to retain all moneys, if any paid by Tenant to Landlord, whether as advance rent, security or otherwise.

21.4 In the event of a breach or threatened breach on the part of Tenant with respect to any of the covenants, agreements, terms, provisions or conditions on the part of or on behalf of Tenant to be kept, observed or performed, Landlord shall also have the right to seek an injunction. The specified remedies and damages to which Landlord may resort under this Article 20 are cumulative and are not intended to be exclusive of any other remedies and damages or means or redress to which Landlord may lawfully be entitled at any time, and Landlord may invoke any remedy allowed at law or in equity as if specific remedies were not herein provided.

21.5 In the event of a Default Termination or Default Re-Entry of this Lease, Tenant will pay to Landlord as damages sums equal to the aggregate of the Fixed Rent and Additional Rent if any, together with any other charges that would have been payable by Tenant had this Lease not terminated by such Default Termination or Default Re-Entry until the date hereinbefore set for the expiration of the full term hereby granted; provided, however, that if Landlord shall relet all or any part of the Premises for all or any part of said period, Landlord shall credit Tenant with the net rents received by Landlord from such reletting, such net rents to be determined by first deducting from the gross rents as and when received by Landlord from such reletting the expenses including, without limitation, reasonable attorney's fees incurred or paid by Landlord in terminating this Lease and of re-entering the Premises and of securing possession thereof, as well as the expenses of reletting.

21.6 Nothing herein contained shall be construed as limiting or precluding the recovery by Landlord against Tenant of any sums or damages to which, in addition to the damages particularly provided above, Landlord may lawfully be entitled by reason of any default hereunder on the part of Tenant as provided in this Lease and/or at law.

21.7 Landlord shall not be obligated to notify Tenant of the due date of Rent nor demand payment thereof on its due date, the same being expressly waived by Tenant. The acceptance of any sums of money from Tenant after the expiration of any notice period as above provided shall

be taken to be payment on account by Tenant and shall not constitute a waiver by Landlord of any rights nor shall it reinstate the Lease or cure a default on the part of Tenant. All rights and remedies of Landlord and Tenant under this Lease shall be cumulative and shall not be exclusive of any other rights and remedies provided to Landlord or under applicable law, except that where specific remedies are given to Tenant, they shall be deemed to be Tenant's sole remedies in that context unless the applicable Section of this Lease specifically provides otherwise and except that where Landlord is given monetary remedies, such monetary remedies shall be deemed to be Landlord's sole remedies in that context unless the applicable section of this Lease specifically provides otherwise. For purposes of this Lease, "Rent" shall include Fixed Rent, Tenant's Operating Expense Reimbursement, Additional Rent or any other payment arising hereunder.

## **ARTICLE 22. WAIVERS AND LIMITATION OF LIABILITY**

22.1 Provided Landlord proceeds with best commercial efforts to restore services which it is obligated to provide under this Lease, Landlord reserves the right, without any liability to Tenant (except as set forth below), to stop service of any of the heating, ventilating, air conditioning, electric, sanitary, or any of the other services required of Landlord under this Lease, whenever and for so long as may be reasonably necessary, by reason of any cause beyond Landlord's control, including but not limited to accidents, emergencies, strikes or the making of repairs or changes which Landlord in good faith deems necessary, by reason of difficulty in securing proper supplies of fuel, steam, water, electricity, labor or supplies.

22.2 Except as set forth below, Landlord shall have no liability to Tenant by reason of any inconvenience, annoyance, interruption or injury to business arising from Landlord's making any repairs or changes which Landlord is required or permitted by this Lease, or required by law, to make in or to any portion of the Building or the Demised Premises, or in or to the fixtures, equipment or appurtenances of the Building or the Demised Premises, provided that any such work shall, to the extent possible, be done so as to minimize interference with Tenant, and shall only be undertaken after notice to Tenant, except in emergencies, in which case written notice need not be given.

22.3 If Tenant is in arrears in payment of Rent hereunder, Tenant waives Tenant's right, if any, to designate the items against which any payments made by Tenant are to be credited, and Tenant agrees that Landlord may apply any payments made by Tenant to any items it sees fit, irrespective of and notwithstanding any designation or request by Tenant as to the items against which any such payments shall be credited, provided that no such designation by Landlord shall prevent Tenant from challenging the validity of any amount that Landlord claims Tenant owes to Landlord.

22.4 Landlord or Tenant, as the case may be, shall be excused for the period of any delay in the performance of any obligations hereunder, when prevented from so doing by cause or causes beyond their control, which shall include, without limitation, all labor disputes, civil commotion, war, war-like operations, invasion, rebellion, hostilities, military or usurped power, sabotage, governmental regulations or controls, fire or other casualty, epidemic, pandemic or similar viral outbreak, inability to obtain any material or services or through acts of God. The foregoing shall not apply to Tenant's obligation to pay Rent.

**ARTICLE 23. NO OTHER WAIVERS OR MODIFICATIONS**

23.1 The failure of Landlord or Tenant to insist in any one or more instances upon the strict performance of any one or more of the obligations of this Lease, or to exercise any election herein contained, shall not be construed as a waiver or relinquishment for the future of the performance of such one or more obligations of this Lease or of the right to exercise such election, but the same shall continue and remain in full force and effect with respect to any subsequent breach, act or omission. No agreement hereafter made between Landlord and Tenant shall be effective to change, modify, waive, release, discharge, terminate or effect an abandonment of this Lease, in whole or in part, unless such agreement is in writing, refers expressly to this Lease and is signed by the party against whom enforcement of the change, modification, waiver, release, discharge or termination or effectuation of the abandonment is sought. No agreement to accept a surrender of all or any part of the Demised Premises shall be valid unless in writing and signed by Landlord. The delivery of keys to an employee of Landlord or of its agents shall not operate as a termination of this Lease or a surrender of the Demised Premises.

**ARTICLE 24. CURING OF DEFAULTS**

24.1 If Tenant shall default in the performance of any of Tenant's obligations under this Lease, then Landlord, without thereby waiving such default, may (but shall not be obligated to) perform the same for the account and at the expense of Tenant, without notice, in a case of emergency and in any other case only if such default continues after the expiration of (i) ten (10) days from the date Landlord gives Tenant notice of intention so to do, or (ii) the applicable grace period provided in Section 21.1 or elsewhere in this Lease for cure of such default whichever occurs later.

24.2 Bills for any expenses incurred by Landlord in connection with any such performance by it for the account of Tenant, and bills for all costs, expenses and disbursements of every kind and nature whatsoever, including reasonable attorneys' fees, involved in collection or endeavoring to collect Rent, or any part thereof or enforcing or endeavoring to enforce any rights against Tenant, under or in connection with this Lease, or pursuant to law, including any such cost, expense and disbursement involved in instituting and prosecuting summary process proceedings, as well as bills for any property, material, labor or services provided, furnished, or rendered, by Landlord to Tenant, shall be due and payable upon demand as Additional Rent and shall bear interest at the "Prime Rate" (as published from time to time in the *Wall Street Journal*) plus two percent (2%) per annum or the highest rate then allowed by law, whichever shall be less, from the date the same become due until paid.

**ARTICLE 25. WAIVERS**

**25.1 THE LANDLORD AND THE TENANT HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER ON ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE OR THE RELATIONSHIP OF THE PARTIES HERETO.**

**25.2 TENANT ACKNOWLEDGES THAT THIS LEASE CONSTITUTES A**

**COMMERCIAL TRANSACTION WITHIN THE MEANING OF § 52-278A OF THE CONNECTICUT GENERAL STATUTES. PURSUANT TO § 52-278F OF SAID CONNECTICUT GENERAL STATUTES, TENANT HEREBY WAIVES AND RELINQUISHES ALL RIGHTS TO NOTICE AND HEARING OR POSTING OF A BOND AS PROVIDED IN § 52-278A THROUGH § 52-278G OF SAID CONNECTICUT GENERAL STATUTES (OR UNDER ANY OTHER LAW OR PROVISION) PRIOR TO LANDLORD OBTAINING ANY PREJUDGMENT REMEDY AGAINST TENANT IN CONNECTION WITH THE ENFORCEMENT BY LANDLORD OF ANY OF ITS RIGHTS OR REMEDIES UNDER THIS LEASE.**

**ARTICLE 26. BROKER**

26.1 Tenant covenants, warrants and represents to Landlord, and Landlord covenants, warrants and represents to Tenant, that no broker was involved in this Lease. Tenant and Landlord agree to indemnify and save each other harmless against and from the claims and/or actions of any and all real estate agents, brokers, or agencies with whom each party dealt concerning Tenant's occupancy under this Lease. Such indemnification shall include all costs of defending any and all such claims, including reasonable attorneys' fees.

**ARTICLE 27. NOTICES**

27.1 Any notice, statement, demand or other communication required or permitted to be given, rendered or made by either party to the other, pursuant to this Lease or pursuant to any applicable law or requirement of public authority, shall be in writing, (whether or not so stated elsewhere in this Lease) and shall be deemed to have been properly given, rendered or made, if sent by registered mail return receipt requested, certified mail, return receipt requested, or overnight courier service by a nationally recognized overnight courier, addressed to the other party at the address hereinafter set forth, and shall be deemed to have been given, rendered or made upon receipt or refusal to accept delivery. Either party may, by notice as aforesaid, designate a different address or addresses for notices, statements, demand or other communications intended for it.

27.2 Address of Tenant to which notices shall be sent to the Demised Premises, with a copy, prior to the Commencement Date, to:

If to Tenant (prior to Commencement Date):

Hartford HealthCare Corporation  
129 Patricia M. Genova Drive  
Newington, CT 06111  
Email: michael.sher@hhchealth.org

With a copy to:

Hartford HealthCare Corporation  
One State Street, 19th Floor  
Hartford, CT 06103  
Attn: Office of the General Counsel

27.3 Address of Landlord to which notices shall be sent:

Park Commons, LLC  
One Audubon Street, Suite 500  
New Haven, Connecticut 06511  
Attention: Mr. Gary S. Letendre

With a copy to: Mark G. Sklarz, Esq.  
Green & Sklarz LLC  
One Audubon Street, 3<sup>rd</sup> Floor  
New Haven, Connecticut 06511

**ARTICLE 28. ESTOPPEL CERTIFICATE, MEMORANDUM OF LEASE**

28.1 Each party (a "Requested Party") agrees, at any time and from time to time as requested by the other party (a "Requesting Party"), as the case may be, upon not less than ten (10) days prior notice, to execute and deliver to the other party or any proposed mortgagee or purchaser, a statement in writing certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications), certifying the dates to which the Fixed Rent and Additional Rent have been paid, and stating whether the other party is in default in performance of any of its obligations under this Lease, and, if so, specifying each such default of which such party may have knowledge, it being intended that any such statement delivered pursuant hereto may be relied upon by others with whom the requesting party may be dealing (the Estoppel Certificate"). In the event that a Requested Party fails to execute, acknowledge and deliver the Estoppel Certificate as above required within the time frame set forth above, and then fails to do so within ten (10) days after an additional notice from the Requesting Party, such Estoppel Certificate shall be deemed conclusively to have been approved .

28.2 At the request of Landlord or Tenant, the other party shall promptly execute, acknowledge and deliver a memorandum with respect to this Lease sufficient for recording in accordance with the statutes of the State of Connecticut. Landlord and Tenant further agree to execute a memorandum setting forth the actual Commencement and Expiration Dates of this Lease. In no event shall this Lease be recorded.

**ARTICLE 29. REPRESENTATIONS AND AGREEMENTS**

29.1 Tenant expressly acknowledges and agrees that Landlord has not made and is not making, and Tenant, in executing and delivering this Lease, is not relying upon any warranties, representations, promises or statements, except to the extent that the same are expressly set forth in this Lease or in any other written agreement that may be made between the parties concurrently with the execution and delivery of this Lease and shall expressly refer to this Lease. It is understood and agreed that all understandings and agreements set forth in this Lease fully and completely express the agreement of the parties and that the same are entered into after full investigation, neither party relying upon any statement or representation not embodied in this Lease, made by the other.

29.2 If any of the provisions of this Lease, or the application thereof to any person or circumstances, shall, to any extent, be invalid or legally unenforceable, the remainder of this Lease, or the application of such provision or provisions to person or circumstances, other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby, and every provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

29.3 This Lease shall be governed in all respects by the laws of the State of Connecticut.

### **ARTICLE 30. TRANSFER OF LANDLORD'S INTEREST AND LIMITATION OF OBLIGATION**

30.1 This Lease shall be binding upon Landlord and Tenant, and their successors and assigns. However, the obligation of Landlord under this Lease shall not be binding upon Landlord herein named with respect to any period subsequent to the transfer of its interest in the Building, and in the event of such transfer, said obligations shall thereafter be binding upon each transferee of the Building, but only with respect to the period beginning with the date of such transfer and ending with a subsequent transfer within the meaning of this Article.

30.2 Tenant understands and agrees that the person or persons signing below for Landlord is or are signing in representative capacity only and neither such person nor any person, persons or entities serving as officers or managers of Landlord nor any members of Landlord shall have any personal liability hereunder with respect to the transactions contemplated hereby. Tenant further understands and agrees that there shall be absolutely no personal liability on the part of the Landlord and persons or entities comprising the Landlord with respect to the terms, covenants and conditions of the Lease and Tenant shall look solely to the equity of the Landlord or any successor in interest to the Landlord in the fee or leasehold estate of the Landlord, as the case may be, for the satisfaction of each and every remedy of the Tenant in the event of any breach by the Landlord or by any successor in interest to the Landlord of any of the terms, covenants and conditions of this Lease to be performed by the Landlord. Such exculpation of personal liability of Landlord is absolute and without any exception whatsoever, and Tenant waives any right to look to the assets of Landlord or any officer, director or shareholder of Landlord for satisfaction of any such liability. The foregoing shall not limit any limitation of liability accorded to said signing person or persons under applicable law.

### **ARTICLE 31. CONSTRUCTION OF LEASE**

31.1 The various terms that are defined in other Articles of this Lease or are defined in Exhibits annexed hereto shall have the meanings specified in such other Article and such Exhibits for all purposes of this Lease and all agreements supplemental thereto, unless the context shall otherwise require.

31.2 The Article headings in this Lease and the Table of Contents prefixed to this Lease are inserted only as a matter of convenience in reference and are not to be given any effect whatsoever in construing this Lease.

31.3 The rule of ejusdem generis (that is, where general words follow an enumeration of persons or things, by words of a particular and specific meaning, such general words are not to be

construed in their widest extent, but are to be held as applying only to persons or things of the same general land or class as those specifically mentioned) shall not be applicable to limit a general statement following or referable to an enumeration of specific matters to matters similar to the matters specifically mentioned.

31.4 The expression "Term of this Lease" shall mean the original Term of this Lease and the period of the option(s) to extend the term of this Lease, if any.

31.5 Any holding-over after the expiration of the original Term or any renewal hereof shall be construed as a tenancy at will at one and one-half (1½) times the Fixed Rent and one (1) times the other charges as are herein specified and shall otherwise be on the same terms and conditions as are enumerated in this Lease. In addition, if Landlord has given Tenant reasonable prior notice that Landlord will incur damages if Tenant holds over, which notice shall, to the greatest extent possible, specify the nature of such damages, then Tenant shall pay Landlord for all damages (including consequential and incidental damages actually incurred) sustained by Landlord as a result of Tenant's holding over.

#### **ARTICLE 32. QUIET ENJOYMENT**

32.1 So long as Tenant pays all Rent and performs all of Tenant's other obligations hereunder, Tenant shall peaceably and quietly have, hold and enjoy the Demised Premises without hindrance, ejection or molestation by Landlord or any person claiming through or under Landlord, subject, nevertheless, to the provisions of this Lease.

#### **ARTICLE 33. MORTGAGEE PROTECTION; FINANCING**

33.1 In the event of any default by Landlord hereunder, Tenant agrees to give notice of such default to Landlord at Landlord's notice address as stated in Section 27.3 hereof and to provide Landlord a reasonable opportunity to cure the default.

#### **ARTICLE 34. SIGNAGE**

34.1 Tenant agrees that it will not display, erect, or affix any lettering, signs, posters, streamers, placards, or any other like advertising or identification media on the windows, doors, or exterior of the Demised Premises or upon the Building, without the prior written consent and approval of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. Tenant further agrees to submit to Landlord for prior approval, which shall not be unreasonably withheld, complete sign drawings and specifications for its interior and exterior signage. Tenant shall be further responsible for and shall obtain at its own expense all permits and approvals required by the City of West Haven for any and all signage. Landlord shall assist Tenant in its efforts to secure appropriate and necessary permits and approvals as may be required pursuant to this Section 33.1. All approved signage shall be set forth in Exhibit H which shall be attached hereto and incorporated by reference.

#### **ARTICLE 35. PARKING**

35.1 As long as this Lease is in full force and effect, Landlord will provide Tenant, at no incremental cost to Tenant, a number of parking spaces of not less than five (5) spaces per 1,000

square feet of space (i.e., 78 parking spaces) in the Demised Premises. The parking spaces will be located in those areas shown on Exhibit C through C-5 inclusive attached hereto, as the same may be modified from time to time by Landlord upon not less than thirty (30) days prior written notice to Tenant. Such modifications shall be subject to Tenant's sole approval.

**ARTICLE 36. SECURITY DEPOSIT (INTENTIONALLY OMITTED)**

**ARTICLE 37. RENEWAL OPTION**

37.1 (a) Provided that Tenant shall not be in default at any time hereunder, Tenant shall, at its option, have the right to renew this Lease for up to two (2) periods of five (5) Lease Years (each a "Renewal Period"), commencing on the day following the Expiration Date of the original Term, or the first Renewal Period, as the case may be. Each Renewal Period shall be on the same covenants, terms and conditions as contained herein except with respect to annual Fixed Rent and with respect to these options to renew. Tenant shall exercise the renewal option by providing written notice to Landlord of its desire to exercise said option at least nine (9) months but no more than twenty-four (24) months before the expiration of the original Term, or the first Renewal Period, as the case may be, time being of the essence. If Tenant shall fail to exercise an option hereunder, said option, and any remaining options shall become null and void and of no further force or effect. The annual Fixed Rent for the Renewal Period shall be equal to the lesser of: (i) the Market Value Rent for like transactions (as hereinafter defined) of the Demised Premises calculated as of the Determination Date (as hereinafter defined); or (ii) the annual of Fixed Rent payable in the immediately preceding year, increased by fifteen percent (15%), provided that in no event shall the annual Fixed Rent be less than the annual Fixed Rent payable for the Lease Year immediately preceding the Renewal Period. The annual Fixed Rent payable in the first Lease Year of a Renewal Period shall thereafter be increased annually by two and one-half percent (2.5%). The term "Market Value Rent" shall mean the annual fair market rental value of the Demised Premises calculated as of the Determination Date for like transactions (i.e., NNN rental rates excluding tenant improvement allowances). The term "Determination Date" shall mean the first day of the Renewal Period. The initial proposal of Market Value Rent shall be made by Landlord, and Landlord shall give written notice to Tenant of its proposed Market Value Rent at least three (3) months prior to the Determination Date. If Landlord and Tenant shall fail to agree upon the Market Value Rent proposed by Landlord within thirty (30) days after receipt by Tenant of Landlord's notice thereof, then the Market Value Rent shall be determined in accordance with the appraisal procedures set forth below in Section 361(b).

(b) In the event that Landlord and Tenant are unable to agree upon Market Value Rent for the Demised Premises, appraisals shall be obtained from two M.A.I. certified real estate appraisers experienced in appraising major commercial properties for major commercial institutions with at least five years' experience as M.A.I. real estate appraisers in the greater New Haven area (with Landlord and Tenant each choosing one such appraiser). Should the two appraisals be divergent by less than ten percent (10%), their average shall be deemed the Market Value Rental Rent. Should the two appraisals be divergent by more than ten percent (10%), a third appraiser shall be designated by the first two appraisers. In the event that the first two appraisers cannot agree upon a third appraiser within five (5) days thereafter, either party upon notice to the other party, may request such appointment by the American Arbitration Association in Hartford, Connecticut (or any successor thereto), or upon its failure, refusal or inability to act, may apply for



such appointment to a court of competent jurisdiction. If the highest value set by one of the appraisers is more than one hundred ten percent (110%) of the next lower value set by another appraiser, then the higher value shall be decreased to an amount equal to one hundred ten percent (110%) of the next lower value; and/or if the lowest value set by one of the three appraisers is less than ninety percent (90%) of the next higher value set by another appraiser, then the lowest value shall be increased to an amount equal to ninety percent (90%) of the next higher value. The three (3) values, adjusted as above provided, shall be added together and divided by three (3), and the amount resulting shall represent Market Value Rent. Each party shall pay its own counsel fees and expenses, if any, in connection with any appraisal under this paragraph, including the expenses and fees of any appraiser selected by it in accordance with the provisions of this paragraph; and the parties shall share equally any other costs, including the cost of the third appraiser. The determination rendered in accordance with the provisions of this paragraph shall be final and binding in fixing the Market Value Rent. The arbitrators and appraisers shall not have the power to add to, modify, or change any of the provisions of the Lease.

(c) If for any reason the Market Value Rent shall not have been determined prior to any Determination Date, then until the Market Value Rent shall have been finally determined, Fixed Rent payable subsequent to such Determination Date shall be at a rate equal to the Market Value Rent proposed by Landlord. Upon such final determination, an appropriate adjustment shall be made reflecting such final determination, and Landlord or Tenant, as the case may be, shall pay the other any overpayment or deficiency, as the case may be, from the applicable Determination Date to the date of such final determination.

#### **ARTICLE 38. CONSENT TO JURISDICTION; SERVICE OF PROCESS**

38.1 Each party hereby irrevocably consents to the exclusive personal jurisdiction of the state and federal courts located in the State of Connecticut, in any action, claim or other proceeding arising out of any dispute in connection with this Lease, any rights or obligations hereunder, or the performance of such rights and obligations.

38.2 To the extent that either party has or hereafter may acquire: (i) any immunity from jurisdiction of the state or federal courts located in the State of Connecticut or from any legal process out of any such court (whether through service or notice, attachment prior to judgment, attachment in aid of execution, execution or otherwise) with respect to itself or its property, or (ii) any objection to the laying of the venue or of an inconvenient forum or any suit, action or proceeding brought in a state or federal court located in the State of Connecticut under process served in accordance with this Lease, each party hereby irrevocably waives such immunity or objection in respect of any suit, action or proceeding arising out of or relating to this Lease.

#### **ARTICLE 39. MEDICAL STATUTES, RULES AND REGULATIONS**

39.1 The parties understand and agree that this Lease is intended to comply with all local, state and federal statutes, rules and regulations applicable to the medical industry (referred to herein as the "Medical Regulations"). Specifically, the parties understand and agree that this Lease is intended to comply with certain safe harbors promulgated under the Medical Regulations. Both parties understand and agree that if the Medical Regulations change, or if the facts and circumstances relating to this Lease cause this Lease to no longer comply with the Medical

Regulations, both parties will agree upon a modification to this Lease so that the Lease will comply with the Medical Regulations, however, any such modification shall not reduce the Rent due hereunder or materially increase the Landlord's obligations hereunder. Under no circumstances shall this Lease be construed to require or obligate Tenant to utilize any of the services or admit any patients to Landlord or its affiliates. Notwithstanding any other term to the contrary, this Agreement creates no requirement that Tenant make referrals to, be in a position to make or influence referrals to or otherwise generate business for the Landlord or its affiliates. By execution of this agreement, each party acknowledges that its respective employees have not, at any time been debarred or excluded from participation in Medicare or Medicaid and have not been convicted of a health care related criminal offense.

#### **ARTICLE 40. FORCE MAJEURE**

40.1 Force Majeure. Tenant or Landlord, as applicable, shall not be in default hereunder if it is unable to fulfill or is delayed in fulfilling any of its obligations hereunder, if it is prevented from fulfilling such obligations by reason of fire or other casualty, strikes of labor troubles, governmental preemption in connection with a national emergency, pandemic, shortage of supplies or materials, or by reason of any rule, order or regulation of any state or federal governmental authority, or by reason of the condition of supply and demand affected by war or other emergency, or any other cause beyond its reasonable control. Notwithstanding the foregoing or anything herein, in no event shall force majeure excuse the Tenant from the timely payment of all Rent due hereunder.

#### **ARTICLE 41. LANDLORD'S RESTRICTIVE COVENANT**

41.1 During the Term of this Lease and any extension or renewal thereof, neither the Landlord nor any of its affiliates shall sell or lease all or any portion of either Building to any Tenant Competitor without the prior written consent of Tenant (the "Consent"), which consent shall not be unreasonably withheld, conditioned or delayed. For all purposes of this Article 41, Consent shall be deemed to have been granted by Tenant unless Tenant objects in writing to Landlord of any proposed sale or lease within fourteen (14) days of receipt of a written request for such Consent provided by the Landlord to the Tenant.

41.2 "Tenant Competitor" means each and every healthcare entity and organization, acute care hospital, physician practice, and ancillary healthcare service provider not affiliated with or participating with Tenant, together with their clinical and corporate affiliates, existing upon the Effective Date or which may come into existence during the Lease Term and any extension or renewal thereof.

41.3 The restrictions of this section do not prohibit or restrict in any way the sale of products and services by the Landlord to any third party, or restrict the sale or lease of the Property to: (a) a provider of ancillary healthcare services so long as such provider (x) does not provide services then being offered by Tenant or any affiliate or sublessee of Tenant and (y) is not directly and actively owned or controlled by a third-party Tenant Competitor, or; (b) any publicly held security or investment entity such as a real estate investment trust or a pooled fund that invests in healthcare services (hereinafter "Purchaser") unless the Purchaser is acquiring the Property in a direct and active partnership, affiliation, or conjunction with a Tenant Competitor.

41.4 The restrictions of this Article 41 shall apply to any conveyance of the Property throughout the Term of this Lease and any extension or renewal thereof.

**ARTICLE 42. COUNTERPARTS AND ELECTRONIC SIGNATURE**

42.1 This Lease may be executed electronically, in multiple counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

*[Remainder of Page Intentionally Left Blank-Signature Page Follows]*

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

Signed, Sealed, and Delivered  
in the Presence of:

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

**LANDLORD:**

**PARK COMMONS, LLC**

DocuSigned by:  
By: *Gary S Letendre* 1/7/2022  
7E506530F5334F5  
Gary S. Letendre  
Vice President

**TENANT:**

**HARTFORD HEALTHCARE  
CORPORATION**

DocuSigned by:  
By: *Gerald Boisvert* 1/6/2022  
7CF890A8AE374FF ..  
Name: Gerald Boisvert  
Title: Authorized Signer

**EXHIBIT A**

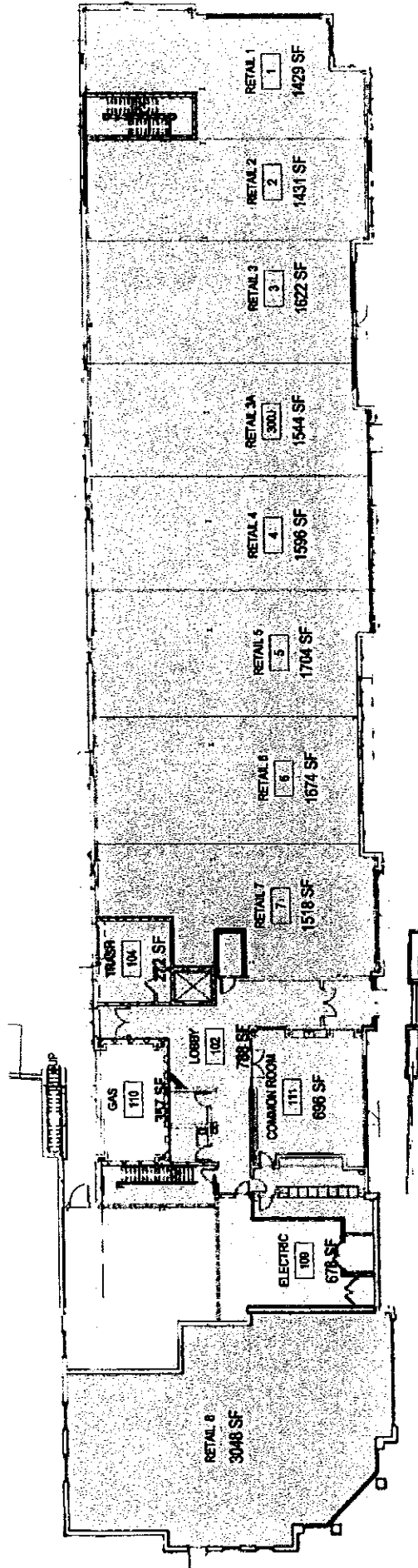
**Legal Description**

All that certain piece or parcel of land with the buildings and improvements thereon, situated in the Town of West Haven, County of New Haven and State of Connecticut, known as #1-3 Cellini Place, formerly known as #203-211 Orange Avenue and #14 Admiral Street, and #12 and #18 and #22 Chester Place, said premises in total consisting of a portion of Lot #55 and Lots #57, 58, 59, 60 and 61 on a plan of "Blythdale" prepared for Wood Harmon Real Estate Association dated May 23, 1898 by Nichols and Potter, Civil Engineers, on file in the West Haven Town Clerk's Office, said premises being bounded:

- SOUTH: by Cellini Place, formerly known as Orange Avenue, sometimes known as Congress Avenue, Milford Turnpike or Park Place, 85.3 feet;
- WEST: by land formerly of Arthur Lyman, more lately supposed to belong to the City of West Haven, 126.45 feet;
- SOUTH: again by land formerly of Arthur Lyman, more lately supposed to belong to the City of West Haven, 82.5 feet;
- WEST: again by land formerly of Arthur Lyman, more lately supposed to belong to The City of West Haven, 120.16 feet;
- NORTH: by Chester Place, 140 feet;
- EAST: by Lot #53 and 54 on said plan, 80 feet;
- NORTH: again by Lot #54 on said plan, 63 feet;
- EAST: again by a portion of Lot #55 on said plan, 1.5 feet;
- NORTH: again by a portion of Lot #55 on said plan, 37 feet;
- EAST: again by Admiral Street, 38.5 feet;
- SOUTH: again by Lot #56 on said plan, 54 feet; and
- EAST: again by Lot #56 on said plan, 116.2 feet.

**EXHIBIT B**  
**FLOOR PLAN**

SVIGALS + PARTNERS



SPACES CAN BE DIVIDED OR COMBINED TO SUIT

*Exhibit B  
Floor Plan*

PARKVIEW  
**First Floor**

EXHIBIT C

PARKING AREAS (see attached)

— supports tenants requests for  
5 parking spaces per 1000—  
70 SPACES



(EXHIBIT C-1)

52 Spots rear of  
Property  
13 spots on Cellini (to be medical zone)

The image is a technical site plan for a property named "THE PARK VIEW". The plan shows a large rectangular building with a central courtyard area. To the left of the building, there is a parking area with several spots marked. A "medical zone" is indicated by a dashed line and includes a speed bump, signage, painted curbs, and flashing lights. The plan also shows utility lines, including a "UNDERGROUND CONCRETE TRENCH DETAIL" shown in a separate inset diagram. The inset diagram shows a cross-section of a trench with a concrete wall and a pipe. The plan is titled "THE PARK VIEW" and includes a title block with the following information:

FUSCO & O'NEILL	
100% CONSTRUCTION DOCUMENTS	
SITE WORK WITHIN THE STATE RIGHT OF WAY	
CS-103	

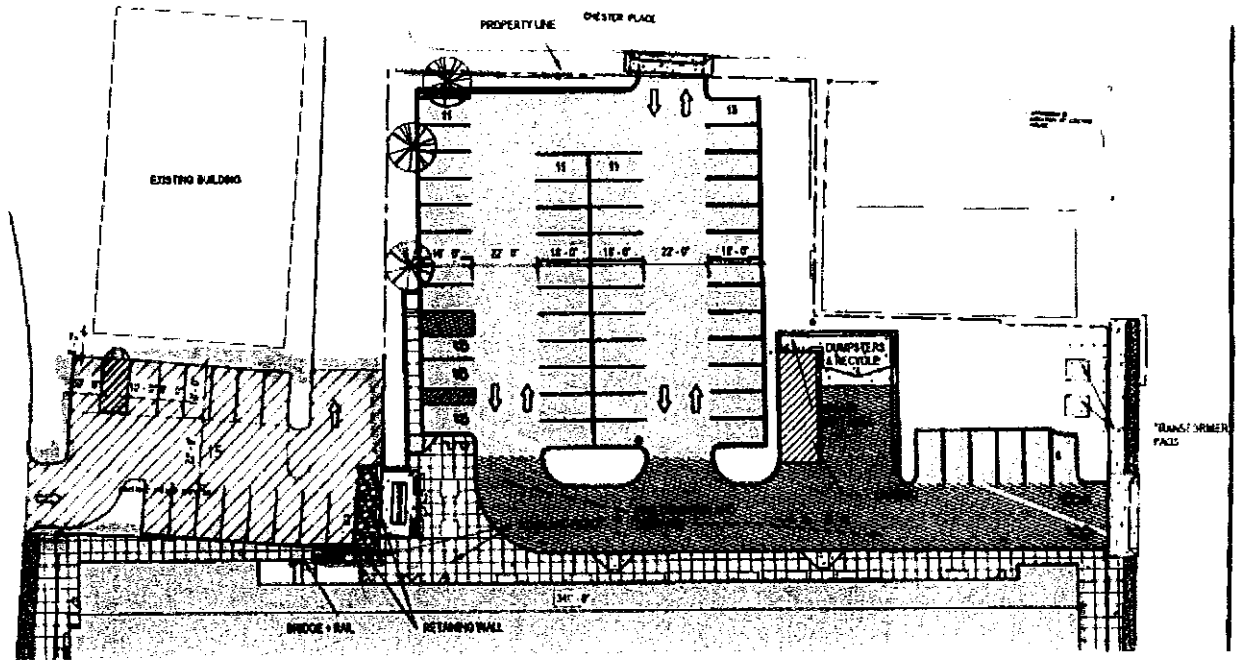
TOTAL EXHIBIT C-1, C-2 - 80 SPACES

(EXHIBIT C-2)

15 spots behind  
Park View, near  
Cluster (Former library)



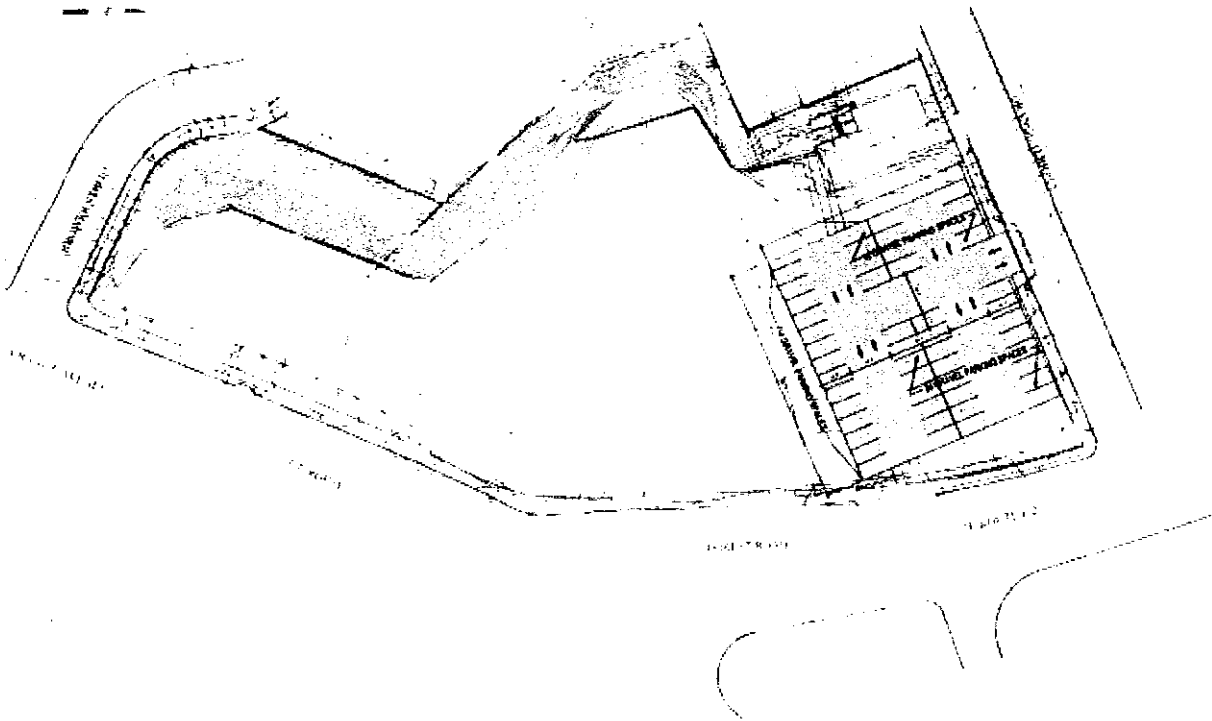
SVIGALS + PARTNERS



PARK VIEW  
Site Plan

(EXHIBIT C-3)

Overflow 50 Spots -  
Forest Cove Site



FOREST ROAD  
PARKING LOT

PARKING PLAN 50  
SPACES

EXHIBIT C-4  
Overflow Spots  
AT Atwood rear lot

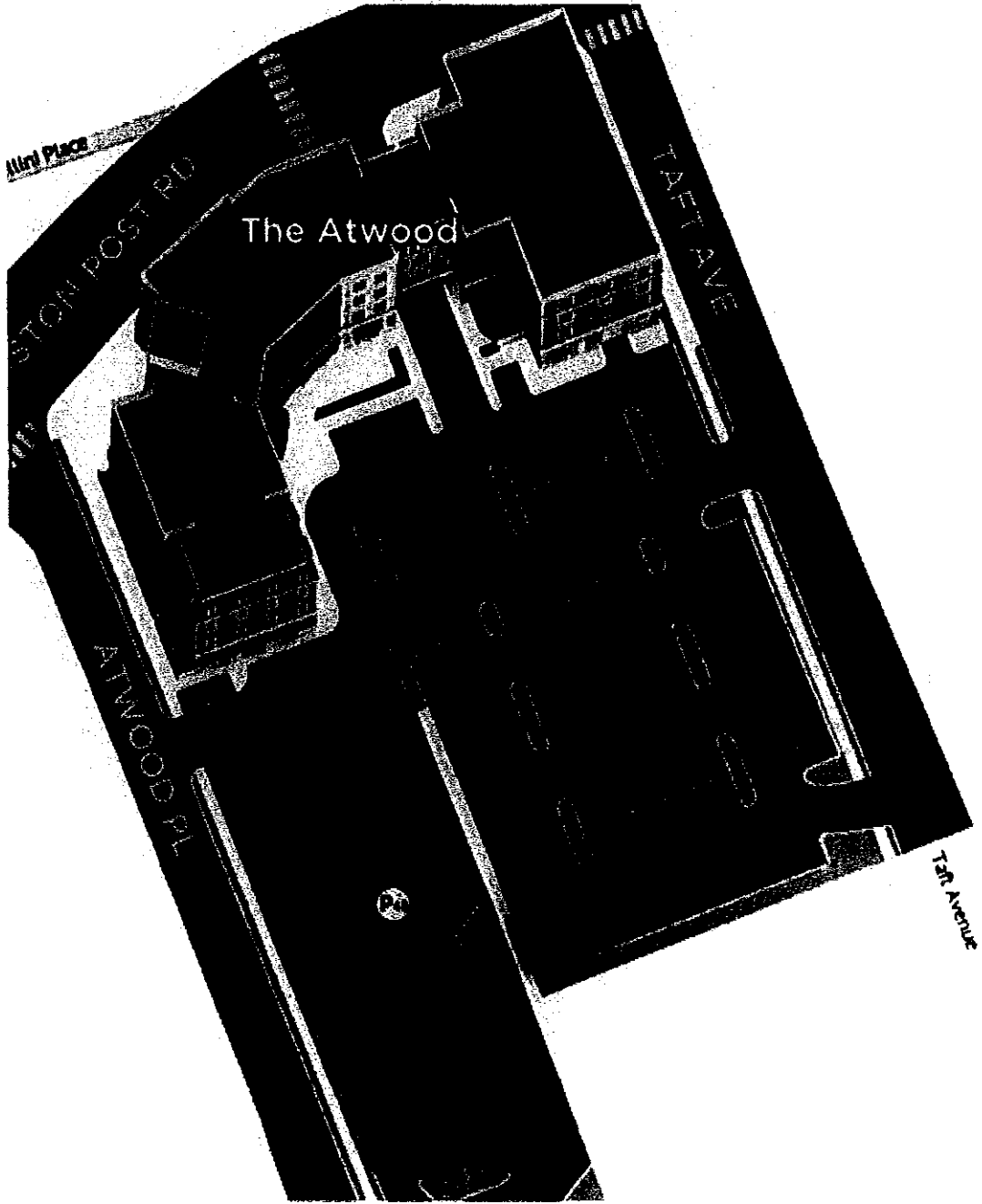
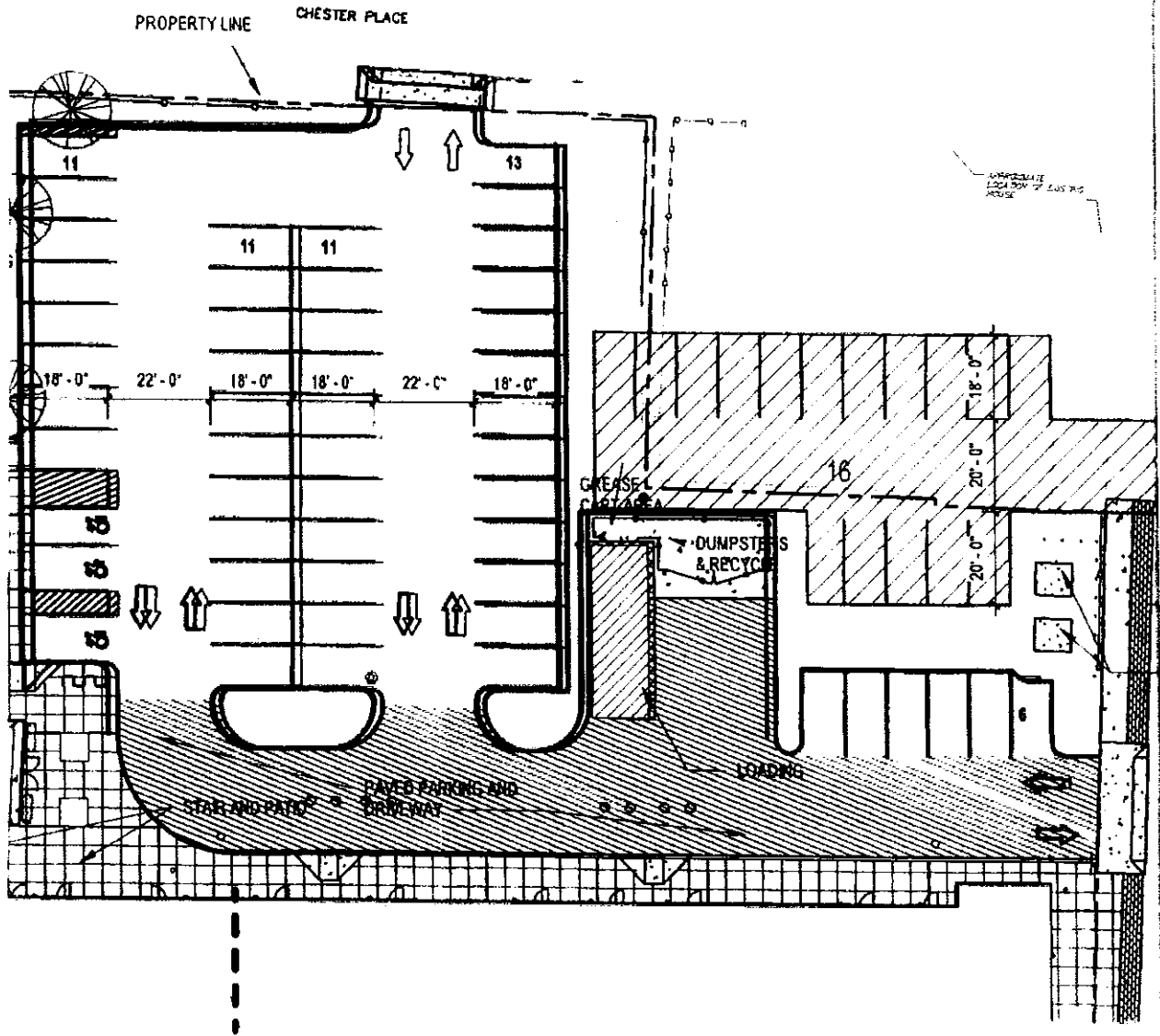


EXHIBIT C-5  
Pine House -  
Ratrol - Best efforts

SVIGALS



*schedule A*



**CITY OF WEST HAVEN, CONNECTICUT  
Planning and Development Department**

City Hall • 355 Main Street • Third Floor • West Haven, Connecticut 06516  
Phone 203.937.3580 • Fax 203.937.3742



CITY HALL 1896 1967  
Christopher Soto  
Director of Planning

Nancy R. Rossi  
Mayor

Catherine Conniff  
Assistant Planner

June 10, 2021

To Whom It May Concern

Re: Parking Variance Applicability

I have looked into the applicability of the already approved parking variances for the parcels known as 1 & 55 Forest Road specifically, at the applicability of the already approved parking variance for a Medical Office use to the Walk in Clinic use

On September 30, 2020, parking relief was granted for several sections of Section 60 for General & Medical Office uses as shown on the "Proposed Parking Layout" dated September 9<sup>th</sup>, 2020 and "West Haven ZBA Site Layout" dated September 29, 2020 both by Svigals + Partners.

Amongst the variances granted, was a variance from Section 60.13 to allow 42 spaces where 104 – 139 spaces are required. In requesting this variance, Table 62.1 was referenced which requires 1 space per 150 SF to 1 space per 200 SF for medical and general offices respectively.

As to the Walk in Clinic use, Table 62.1 requires 1 space per 150 SF. Given that the Walk in Clinic use and the Medical office use require the same amount of parking spaces, the currently approved parking layout would also be appropriate for the Walk in Clinic use without the need to obtain additional variances for parking provided that all other aspects remain the same.

The Walk In Clinic use would require a Special Permit if this particular use has not already been approved at the property.

Please do not hesitate to contact me with any further questions

Regards,

Christopher Soto  
Director of Planning  
City of West Haven  
T: 203-937-3580 ext. 3008  
[csoto@westhaven-ct.gov](mailto:csoto@westhaven-ct.gov)

cc: Lee Tiernan, Corporation Counsel, City of West Haven

EXHIBIT 8

### Warm Dark Shell Construction Requirements

Landlord shall deliver the premises to be occupied by Hartford Healthcare (hereinafter "Tenant") in the following condition.

#### Mechanical

1. Electrical: (Assume 400-600) Amp electrical service and panel with separate meter (distribution by Tenant);
2. HVAC: Cooling/Heating capacity of Four (4) tons/1,000 sq. ft. dedicated and controlled exclusively by Tenant (interior distribution by Tenant). Landlord to provide RTUs and controls;
3. Domestic Water: 2" service stubbed;
4. Telecommunications: Access to telecommunication/fiber hub feeding building;
5. Sprinklers: Installed per code w/ heads turned-up.
6. Emergency Lighting: As required by the Fire Marshall and local code.

#### Construction

1. Walls: Insulated and paint-ready demising walls
2. Exterior: Storefront door(s) and windows;
3. Floors: Level concrete slab ready to accept floor coverings (tenant may install slab following plumbing rough in); landlord to provide credit for cost of slab.

**EXHIBIT E**

**APPROVED SIGNAGE PLAN**



## REVALUATION OF ALL REAL ESTATE PROPERTIES

- Bid 2023-27 published on June 27, 2023
- Bid Close date – July 21, 2023
- 2 bids received
  - Vision Appraisal was the low bidder and was determined by the City Assessor to be able to perform the revaluation, and was awarded the bid.
- Bid Price - \$154,900

Contract and Terms set forth through RFP included in this packet



**CONTRACT FOR THE  
REAPPRAISAL AND REVALUATION  
OF TAXABLE AND EXEMPT REAL PROPERTY  
LOCATED WITHIN THE CORPORATE LIMITS OF  
WEST HAVEN, CONNECTICUT  
Effective October 1, 2024**

THIS CONTRACT FOR THE REAPPRAISAL AND REVALUATION OF TAXABLE AND EXEMPT REAL PROPERTY (this "Contract") is , made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the CITY OF WEST HAVEN, a municipal corporation, located in the New Haven County, State of Connecticut, hereinafter termed the CITY, acting by and through its City Manager having been so duly authorized, and VISION GOVERNMENT SOLUTIONS, INC., a Massachusetts corporation with a principal place of business at 1 Cabot Road, Hudson, Massachusetts, hereinafter termed VISION or CONTRACTOR.

**WITNESSETH THAT:**

**WHEREAS**, the CITY, through its Assessor ("ASSESSOR"), plans to undertake a revaluation of all real property located within the corporate limits of the CITY; and

**WHEREAS**, VISION will perform services to assist the ASSESSOR in making such reappraisal and revaluation, and represents that it is experienced and qualified to carry on such work and is familiar with the recognized appraisal practices and with the standards required for determining ad valorem values for assessment purposes:

**NOW, THEREFORE**, the CITY and VISION, for the consideration and under the conditions hereinafter set forth, hereby agree as follows:

**1. CONTRACT DOCUMENTS**

The following is the list of documents which compose the entire agreement between the parties:

- a. This Contract;
- b. Vision's proposal including proposal clarifications (Exhibit A) (the "Vision Proposal"); and
- c. The RFP (Exhibit B)

**2. ENGAGEMENT OF CONTRACTOR**

The CITY hereby engages VISION and VISION hereby agrees to make a revaluation of all taxable and non-taxable real property located within the corporate limits of the CITY (the "Project") and to perform all the services (the "Services") and furnish all records, materials, forms and supplies required by and in complete accordance with the Vision Proposal, a copy of which is attached hereto and made a part hereof; all such labor, records, materials, forms and supplies to comply with the requirements of the pertinent Connecticut General Statutes and Special Acts, pertinent rulings of the Secretary of Office and Policy and Management, pertinent ordinances and agreements of the CITY and pertinent decisions of the several courts.

3. **COMPENSATION:**

The CITY agrees to pay VISION the total sum of **One Hundred Fifty-Four Thousand Nine Hundred Dollars (\$154,900)** as compensation for VISION's services to be performed and the records, materials, forms and supplies to be furnished by VISION (collectively, the "Fees"). VISION and the CITY agree that the methods of billing and payments shall be as set forth in the Contract Specifications, including Fiscal Year limitations. The CITY understands that VISION is staffing for the scope of the Services set forth in the Vision Proposal and all Fees shall be paid to VISION hereunder without reduction except as explicitly provided for herein. If the CITY elects to discontinue or decrease the scope of the Services at any time, the full amount of the Fees shall be due and payable, and if and when paid, the Fees shall be non-refundable. If the CITY wishes to add additional services not set forth in the Vision Proposal or to expand the level of Services, the CITY may do so at VISION's then current rates for such additional services. Any changes to the scope of Services shall be set forth in an amendment to the Vision Proposal signed by both parties.

4. **COMMENCEMENT AND COMPLETION DATES**

- A. Vision agrees to commence the work as mutually agreed with the CITY pursuant to the Vision Proposal.
- B. VISION agrees to adhere to the Completion Dates and Time Schedule for the revaluation Project as set forth in the Vision Proposal.
- C. The CITY agrees to complete all tasks required under the Vision Proposal by the dates specified therein. If the CITY fails to adhere to the deadlines set forth in the Vision Proposal, VISION shall have the right to delay the Completion Dates and Time Schedule without penalty and VISION shall have the right to reprice the Services set forth in the Vision Proposal or charge the CITY for any extra project management time required to complete the Project as a result of the delays by the CITY.
- D. Notwithstanding the foregoing, should the CITY fail to fulfill its obligations set forth in the Vision Proposal by the dates set forth therein (a) the Project Timetable & Workplan set forth in the Vision Proposal will be adjusted to reflect any such change; (b) VISION will no longer be subject to any penalties or retainage set forth in Vision Proposal for VISION's failure to meet the originally agreed upon schedule as a result of the delay by the CITY; and (c) VISION shall have the right to reprice the Services and/or charge the CITY for extra project management time at VISION's then current rates to address the change in scheduling and resource allocation of VISION's personnel.

5. **SCOPE OF WORK**

The CITY agrees that the CITY is contracting for the scope of services set forth in the attached Vision Proposal and is obligated to pay the total compensation for such services set forth in Section 3 of this Contract. In the event that the CITY desires to decrease the scope of services set forth in the Vision Proposal, it understands that the CITY remains obligated to pay for the services set forth in the Vision Proposal to cover all costs and expenses incurred by VISION in anticipation of performing the services set forth in the Vision Proposal. If the CITY wishes to add additional services to the services set forth in the Vision Proposal, the CITY may do so at VISION's then current list prices. Any changes to the scope of the Services to be performed by VISION under this

Contract and the associated fees to paid for such Services shall be set forth in an amendment to the Vision Proposal signed by both VISION and the CITY.

**6. TRANSFERS, ASSIGNMENT AND SUBLETTING OF CONTRACT**

VISION agrees that it shall not transfer, assign or sublet the Contract or any part or interest therein without first receiving prior written approval from the CITY, such approval not being unreasonably withheld, conditioned, or delayed.

Nothing contained in this Contract or its specifications will be deemed to create any contractual relationship between any subcontractor and the CITY.

**7. CHANGES IN CONTRACT**

Changes to this Contract and the Vision Proposal will be permitted only upon mutual agreement of the CONTRACTOR and the CITY.

**8. MISREPRESENTATIONS OR DEFAULT**

The CITY may void this Contract if the CONTRACTOR has materially misrepresented any offering or defaults on any contract with a Connecticut municipality.

**9. WAIVER**

No action or failure to act by the CITY or CONTRACTOR shall constitute a waiver of a right or duty under this Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under except as may be specifically agreed in writing.

**10. BONDING**

The CONTRACTOR shall, to secure the faithful performance by the CONTRACTOR of the terms of this Contract, furnish to the CITY, a Performance Surety Bond in the amount of the appraisal scope of services portion of this contract, which bond shall be issued by an admitted bonding company licensed to do such business in the State of Connecticut with a minimum A.M. Best Company rating of "A+". Said bond shall be delivered to the CITY prior to the commencement of actual work and shall be in a form satisfactory to and approved by the CITY'S Attorney. This bond shall include the appeal requirements of these specifications. It is understood and agreed that upon completion of approved delivery to the CITY of the revaluation, that the performance bond shall be reduced to 10% of the value of the contract to cover the defense of all appeals. This reduced amount of bond shall become effective after the revaluation has been completed and has been approved by the ASSESSOR and after completion of the duties of the Board of Assessment Appeals. The reduced amount of the bond shall remain effective until a final resolution in the courts of any timely appeals taken from the doings of the Board of Assessment Appeals on the 2024 Grand List.

## **11. TERM OF CONTRACT AND TERMINATION**

- A. Unless terminated for material breach in accordance with Section 11.2, the parties' obligations under this Contract shall commence and continue as set forth in the Vision Proposal until completion of the Project and Services by VISION.
- B. Either party (the "Non-Breaching Party") may, without prejudice to any other remedies available to it at law or in equity, terminate this Contract in the event the other party (the "Breaching Party") has materially breached this Contract, and such breach has continued uncured by the Breaching Party for thirty (30) days after receipt of written notice for the Non-Breaching Party. The notice shall describe the alleged material breach in sufficient detail to put the Breaching Party on notice.
- C. In the event of termination of this Contract, all finished work and documentation, complete and incomplete, shall, at the option of the CITY, be delivered to them and the CONTRACTOR'S agents and employees shall, at the ASSESSOR'S direction, vacate in an orderly fashion any space provided by the CITY, leaving behind or turning over all databases, programs, files, and all records, properly filed and indexed, as well as all other property of the CITY. VISION shall be entitled to receive just and equitable compensation for any work performed under this Contract completed prior to the date of termination.
- D. Notwithstanding the above, in the event of termination, neither party shall be relieved of liability by virtue of its breach of this Contract.

## **12. BANKRUPTCY, RECEIVERSHIP, INSOLVENCY**

If the CONTRACTOR does not pay its debts as they shall become due, or if a receiver shall be appointed for its business or its assets and not voided within sixty (60) days, or if the CONTRACTOR shall make an assignment for the benefit of creditors, or otherwise, or if interest herein shall be sold under execution or if it shall be adjudicated insolvent or bankrupt, then, and forthwith thereafter, the CITY shall have the right at its option and without prejudice to its rights hereunder to terminate the CONTRACT and withhold any payments due.

## **13. INDEMNIFICATION AND LIMITATION OF LIABILITY**

- A. CONTRACTOR agrees to indemnify and hold harmless the CITY against claims for bodily injury, death and property damage which arises in the course of CONTRACTOR'S performance of the Services in connection with this Contract, provided that the CITY is free from negligence for such claims on the part of itself, its employees and agents.
- B. If the CITY requests that CONTRACTOR perform Services utilizing third party software, the CITY agrees to indemnify and hold harmless CONTRACTOR against claims arising out of the performance of Services by CONTRACTOR utilizing such third party software.
- C. IN NO EVENT WILL CONTRACTOR BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, SPECIAL, OR INCIDENTAL DAMAGES, OR FOR ANY LOST DATA, LOST PROFITS, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR ANY PENALTIES TO WHICH CITY MAY BE SUBJECT, ARISING FROM

OR RELATING TO THIS CONTRACT OR THE SERVICES IN ANY WAY, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE), EVEN IF CONTRACTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CONTRACTOR'S TOTAL CUMULATIVE LIABILITY FOR ALL DAMAGES ARISING OUT OF OR RELATED TO THIS CONTRACT OR THE SERVICES SHALL NOT EXCEED THE AMOUNTS PAID TO CONTRACTOR BY CITY DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE EVENTS GIVING RISE TO SUCH LIABILITY.

**14. INSURANCE**

Upon execution of this Contract, and thereafter no less than 30 days prior to the expiration date of any insurance policy delivered pursuant to this Contract, VISION shall deliver to the CITY a certificate of insurance to show compliance with the insurance requirements described within the Vision Proposal.

**15. LITIGATION**

In the event of appeal to the courts by the taxpayer, the ASSESSOR may require CONTRACTOR to furnish a competent witness or witnesses, approved by the ASSESSOR, to defend the valuation of the properties appraised at the per diem rate listed below. It is understood that the CONTRACTOR shall furnish said witness or witnesses on any court action based on the October 1, 2024 Revaluation until final adjudication by the courts. The CONTRACTOR shall not be held responsible for any assessment changed from the original valuation figure by parties other than the CONTRACTOR.

The CONTRACTOR will bill for services requested by the ASSESSOR for court defense and/or preparation at the rate of **One Thousand Two Hundred Dollars (\$1,200)** per diem. A single per diem shall be defined as eight (8) hours.

**16. ENTIRE AGREEMENT AND ORDER OF PRECEDENCE:**

This Contract together with the Vision Proposal, and the RFP (collectively, the "Project Documents") represents the entire and integrated agreement between the CITY and VISION and supersedes all prior negotiations and representations, either written or oral, with respect to the subject matter hereof and thereof. The provisions of this Contract and the Project Documents shall be construed and interpreted as consistent whenever possible. Unless otherwise stated elsewhere in this Contract, any conflicts between this Contract and the Project Documents shall be resolved in accordance with the following descending order of precedence: (a) this Contract; (b) the Vision Proposal and (c) the RFP.

**17. EFFECTIVENESS OF THIS CONTRACT:**

The effective date of this Contract shall be the date upon which this Contract is signed and executed by VISION and the CITY.

**18. FORCE MAJEURE:**

VISION will not be liable to the CITY or be deemed to be in breach under this Contract for any failure to perform, including, without limitation, a delay in rendering performance due to causes beyond its reasonable control such as an order, injunction, judgment or determination of any Court of the United States or of the State of Connecticut, an Act of God, pandemic, epidemic, public health emergency, war, civil disobedience, extraordinary weather conditions, labor disputes or shortages or fluctuation in electric power, heat, light or air conditioning.

**19. SEVERABILITY:**

If any provision of this Contract or any Project Document shall be legally invalid or unenforceable, such invalidity or unenforceability shall not affect the whole agreement or any other provision in this Contract or a Project Document; but this Contract and the Project Documents shall be construed as if not containing the provision and the rights and obligations of the parties shall be construed and enforced accordingly.

**20. RENEWAL OPTION:**

The CITY may choose to add services to this Contract for any other projects not already outlined in the Project Documents by proposing an amendment to the Vision Proposal, acceptance of which is subject to the written approval of both CITY and CONTRACTOR.

IN WITNESS WHEREOF the parties have executed this Contract on the date first above-mentioned.

In the Presence of:

**CITY OF WEST HAVEN, CT**

\_\_\_\_\_

\_\_\_\_\_

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

Its: \_\_\_\_\_

**CONTRACTOR**

**VISION GOVERNMENT SOLUTIONS,  
INC.**

\_\_\_\_\_

\_\_\_\_\_

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

Its: \_\_\_\_\_



**Exhibit A**

**Vision Government Solutions Proposal Response to  
RFP 2023-27 West Haven, Connecticut  
FY2024 Revaluation Services  
Dated July 21, 2023**

**Exhibit B**

**RFP 2023-27 West Haven, Connecticut  
FY2024 Revaluation Services**

# **REQUEST FOR PROPOSAL**

**Reappraisal and Revaluation of  
all Real Estate Properties for  
October 1, 2024**

**City of West Haven Connecticut**

**REQUEST FOR PROPOSALS  
FOR A REVALUATION PROGRAM  
FOR THE ASSESSOR'S OFFICE IN  
THE CITY OF WEST HAVEN, CONNECTICUT**

The City of West Haven, Connecticut is undertaking a program to revalue all Real Property, effective October 1, 2024. Contractors interested in providing the Revaluation Services set forth in the attached Specifications are invited to deliver 3 (three) copies of the proposals to the City of West Haven, **no later than 2:00 PM, July 21, 2023**, at which time and place such proposals will be opened and read.

All proposals shall be sealed, addressed to the Assessor and marked:

**"RFP 2023-27 West Haven, Connecticut Proposals for FY2024 Revaluation Services"**

All information pertaining to the Contractor's technical and management approach to completing this project, as well as the proposed cost, timetable and staffing plan, shall be presented in the proposal. The proposal must address, at a minimum, each of the issues set forth in the Request for Proposals as well as any addendums in order to be considered responsive. Any proposal that does not respond to each issue in the Request for Proposals may be rejected by the City as non-responsive.

The Assessor reserves the right to amend this proposal for the Revaluation Program for assessments at any time prior to the deadline for submission of proposals.

The City reserves the right to reject any and/ or all proposals received if they determine it to be in the best interest of the City.

Questions regarding this RFP may be forwarded to Rick Spreyer at [rspreyer@westhaven-ct.gov](mailto:rspreyer@westhaven-ct.gov)

The Assessor reserves the right to amend this proposal for the Revaluation Program for equitable assessments at any time prior to the deadline for submission of proposals and to reject any or all proposals received if they determine it to be in the best interests of the City. The City is licensed to utilize the *Appraisal Vision* CAMA Software of Vision Government Solutions Inc. of Hudson, Massachusetts. The City is not looking to change the existing CAMA software at this time. Contractors will be responsible for securing licensing prior to proposal due date. All data entry, printing of field cards, valuation notices, letters will be the responsibility of the contractor.

In addition to addressing each of the items in the specifications, the Contractor must submit, as part of its proposal, the following information:

1. A Letter of Transmittal signed by the individual authorized to negotiate in good faith for the Contractor stating that the offer is effective for at least sixty (60) Calendar Days from the deadline for the submission of proposals.
2. A list of Connecticut Municipalities for which the Contractor has completed Revaluation Programs for last five years, and contacts.
3. A list of Connecticut Revaluation Contracts for which the Contractor is currently committed with timetable for completion.
4. Description and examples of the Contractor's revaluation public relations program.
5. Copy of Contractor's current Connecticut Revaluation Certificate issued pursuant to Connecticut General Statutes 12-2c.
6. A bid bond or certified check in the amount of 10% of this bid must be submitted by the bidder with his bid as a guarantee that, in case the contract is awarded to him, he will, within ten days after appropriation of funds and notice of award, execute such contract and furnish a satisfactory Performance Bond and Payment Bond, for approval by the City of West Haven.

The City of West Haven reserves the right to reject any and all bids. Bids which are irregular in form, incomplete, conditioned, or qualified may be disregarded and rejected as improper except that the city may waive any defects or irregularities. All bids are subject to appropriation by the City of West Haven.

Proposals will be evaluated using comparative criteria set forth as follows:

1. Experience of Project Manager to be assigned to this project.

- |                                    |   |
|------------------------------------|---|
| <b><u>Unacceptable:</u></b>        | Less than 5 successful mass appraisal projects performed by Project Manager.  |
| <b><u>Not Advantageous:</u></b>    | 5 to 20 successful mass appraisal projects performed by Project Manager.      |
| <b><u>Advantageous:</u></b>        | 20 to 50 successful mass appraisal projects performed by Project Manager.     |
| <b><u>Highly Advantageous:</u></b> | More than 50 successful mass appraisal projects performed by Project Manager. |

2. Contractor experience with revaluation projects in municipalities 10,000 parcels or higher in the last 10 years.

- |                                    |   |
|------------------------------------|---|
| <b><u>Unacceptable:</u></b>        | Less than 10 revaluation projects in municipalities 10,000 parcels or higher.             |
| <b><u>Not Advantageous:</u></b>    | 10 to 20 revaluation projects in municipalities 10,000 parcels or higher.                 |
| <b><u>Advantageous:</u></b>        | 20 to 30 revaluation projects in municipalities 10,000 parcels or higher.                 |
| <b><u>Highly Advantageous:</u></b> | More than 30 revaluation projects in municipalities the size of West Haven, CT or higher. |

3. Waterfront Experience of the Lead Residential appraiser assigned to this project.

- |                                 |  |
|---------------------------------|--|
| <b><u>Unacceptable:</u></b>     | Less than 10 Waterfront Mass Appraisal experience.   |
| <b><u>Not Advantageous:</u></b> | 10 to 20 Waterfront Mass Appraisal communities as the lead residential appraiser.            |
| <b><u>Advantageous:</u></b>     | 20 to 35 successful Waterfront Mass Appraisal communities as the lead residential appraiser. |

**Highly Advantageous:** More than 35 successful Waterfront Mass Appraisal communities as the lead residential appraiser.

4. Level of satisfaction with Contractor's performance on other Connecticut Cities and Towns for which Contractor has performed a Revaluation/Update.

**Unacceptable:** More than one City or Town reporting difficulty with Contractor performance.

**Not Advantageous:** One City or Town reporting difficulty with Contractor performance.

**Advantageous:** No City or Town reporting difficulty with Contractor performance and at least one Town or City reporting high satisfaction.

**Highly Advantageous:** More than five Cities or Towns reporting high satisfaction and no City or Town reporting poor performance.

5. Method for determination of best price.

The best price shall be the lowest price from a bidder who meets the minimum criteria of the specification and provides the highest level of performance in Questions 1 through 4 under Evaluation Criteria.

6. Project Timetable:

Any proposal which cannot meet the project schedule will be rejected.

**PROPOSAL FORM FOR 2024 REVALUATION**

THE REVALUATION OF ALL REAL PROPERTY  
(TAXABLE AND EXEMPT), LOCATED WITHIN  
THE CORPORATE LIMITS OF THE CITY OF WEST HAVEN, CONNECTICUT,  
EFFECTIVE OCTOBER 1, 2024.

The undersigned Proposer affirms and declares:

1. That this PROPOSAL is executed by said Proposer with full knowledge and acceptance of the CONTRACT (including the Reappraisal and Revaluation Specifications) enclosed with the REQUEST FOR PROPOSALS on the subject project.
2. That should this PROPOSAL be accepted in writing by the Chief Executive Officer of the City of West Haven, Connecticut, said Proposer will furnish the services for which this PROPOSAL is submitted at the price bid and in compliance with the provisions of said CONTRACT.
3. That this PROPOSAL is accompanied by surety in the form and amount indicated below:

_____ Bid Proposal Bond	Amount \$ _____
_____ Certified Check	Amount \$ _____

4. That the Proposer or his or her representative has visited the City of West Haven; is familiar with its geography, general character of houses and its commercial and industrial areas; has examined the quality and condition of the ASSESSOR'S records; verified the parcel counts and has met with the ASSESSOR to make himself or herself knowledgeable of those matters and conditions in the City which would influence this bid proposal.
5. That all items, documents and information required to accompany this PROPOSAL of the aforesaid CONTRACT are enclosed herewith.
6. That the Proposer proposes to furnish the services and materials required to complete the subject project in accordance with the aforesaid CONTRACT for the following amount:  
  
Proposal Requirement        \$ \_\_\_\_\_
7. Proposed scheduled prices for aforementioned proposals are valid for Sixty (60) days.

8. That the Proposer understands and accepts that, although the proposed price is a major factor for consideration, the City reserves the right to award the contract to other than the low-cost Proposer after an analysis of the additional factors outlined in the aforesaid CONTRACT.

FIRM NAME OF  
PROPOSER: \_\_\_\_\_

BY:  
SIGNATURE: \_\_\_\_\_

TYPE NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_



# **CONTRACT SPECIFICATIONS FOR REVALUATION SERVICES**

## **1 DEFINITIONS**

- 1.1 ASSESSOR:** The word “Assessor” shall mean the duly appointed Assessor of West Haven, Connecticut.
- 1.2 PROJECT:** The word “PROJECT” shall mean the revaluation of all real property within the corporate limits of West Haven, Connecticut for assessment purposes.
- 1.3 CONTRACTOR:** The word “CONTRACTOR” shall mean the certified revaluation company who shall perform this project.
- 1.4 City:** The word “City” shall hereinafter mean The City of West Haven, Connecticut.

## **2 SCOPE OF PROJECT**

This Project includes the revaluation of all real property within the corporate limits of West Haven, Connecticut effective as of October 1, 2024.

CONTRACTOR shall furnish all the databases, labor, materials, supplies and equipment and perform all work for the project in strict accordance with the hereinafter-listed specifications.

All work will be carried out and all forms, materials, and supplies utilized in this project shall conform to and be carried out in accordance with the requirements of the Secretary, Office of Policy and Management, the Connecticut General Statutes, and Regulations of Connecticut State Agencies pertaining hereto, and shall be subject to the direct supervision and approval of the ASSESSOR of the City of West Haven.

The values to be determined shall be the present true and actual value of each parcel of real property as that term is used in Title 12 of the Connecticut General Statutes and shall be based upon recognized methods of appraisal and conform to Uniform Standards of Professional Appraisal Practices, as required by Connecticut General Statutes for the licensing and certification of all individuals involved in the appraisal of real estate.

The Project will cover and include all real property in West Haven including the following categories:

- 1. All taxable real estate, land, buildings, and improvements.
- 2. All tax-exempt real estate, land, buildings, and improvements.
- 3. All public utility real estate.

- 2.1 EFFECTIVE DATE:** The effective date of this project shall be for the October 1, 2024, Grand List and the pricing and valuation by CONTRACTOR of all land, buildings and property under this CONTRACT shall reflect the present true and actual value as of October 1, 2024.

**2.2 PARCEL COUNT:**

CONTRACTOR’s price for the revaluation is based upon the following anticipated parcel counts (estimated by City as of October 1, 2024)

Residential	15,426	
Commercial & Industrial	1,062	
Exempts		560
Total Real Estate parcels	16,488	

**2.3 CITY DATA**

Taxable Grand List as of October 1, 2022	3,173,916,076
Date of Last Revaluation	October 1, 2020
2020 Population	55,584
Area of the City	10.92 sq. miles

**3 GENERAL CONDITIONS**

**3.1 STATE CERTIFICATION**

The CONTRACTOR must hold from the time of submission of the proposal through the completion of all work hereinafter required, a valid Connecticut Revaluation Company Certification pursuant to Section 12-2c of the Connecticut General Statutes.

**3.2 PERSONNEL**

CONTRACTOR shall provide experienced and qualified personnel in compliance with the requirements for the Equal Employment Opportunity provisions of Federal and State governments. **The Assessor will request and have the final decision as to the specific personnel that will be assigned to perform all tasks related to the West Haven Revaluation.** All personnel assigned to this project shall be subject to the approval of the ASSESSOR, prior to the commencement of the individual’s duties in the City and shall be caused to be removed from the project by CONTRACTOR upon written notification of the ASSESSOR. CONTRACTOR shall submit to the City, written qualifications of all personnel assigned to this project.

### **3.2.1 Minimal Qualifications**

#### **3.2.1.a Project Manager or Supervisor:**

The administration of this project shall be assigned by CONTRACTOR to a project manager or supervisor, who shall be certified by the State of Connecticut as a Revaluation Supervisor pursuant to Section 12-2c of the Connecticut General Statutes, and such other statutes and regulations that the State of Connecticut may promulgate from time to time, and shall have not less than three (10) years of practical appraisal management experience in the appraisal of commercial, industrial, apartment, and residential type properties. The project manager or supervisor shall be subject to approval by the ASSESSOR **and preferably, shall have prior experience working as the manager or supervisor in the City of West Haven on prior revaluations.**

#### **3.2.1.b Reviewers and Appraisers:**

Reviewers and appraisers shall be certified under the Connecticut Revaluation Certification Program pursuant to Section 12-2c of the Connecticut General Statutes, and such other statutes and regulations that the State of Connecticut may promulgate from time to time and shall not have less than three (5) years of practical appraisal experience in the appraisal of the particular type of properties for which they are responsible. Two (3) years of this experience shall have been in the mass appraisal field and shall have occurred within the past five (5) years. All reviewers and appraisers shall be subject to the approval of the ASSESSOR prior to the commencement of their duties on this project.

#### **3.2.1.c Background Check:**

All personnel will be subject to background checks by the West Haven Police Department.

### **3.2.2 Identification**

All field personnel shall have visible clip-on identification cards, which shall include an up-to-date photograph, supplied by CONTRACTOR and signed by the City's Assessor. In addition, all field personnel shall carry a "Letter of Introduction" signed by the ASSESSOR. All automobiles used by field personnel shall be registered with the City's Police Department giving license number, make, model, year and color of all vehicles used on this Project.

### **3.2.3 Office Hours and Staffing:**

CONTRACTOR shall maintain an office in the West Haven City Hall, as needed, from the commencement of work on this project through the conclusion of the public hearings. This office shall be staffed at Contractor's expense with clerical staff as needed, as well as other qualified full-time persons so as to ensure the successful completion of this project in accordance with the completion dates set forth in the Contract Specifications and any Addenda thereto.

### **3.2.4 Conflict of Interest**

No resident of the City or City employee shall be employed by CONTRACTOR, except in a clerical capacity, without the prior approval of the ASSESSOR and the FIRST SELECTMAN.

## **3.3 PROTECTION OF THE CITY**

### **3.3.1 Bonding**

CONTRACTOR shall, to secure the faithful performance by CONTRACTOR of the terms of this CONTRACT, furnish to the City a Performance Surety Bond in the amount of this contract, which bond shall be issued by a bonding company licensed to do such business in the State of Connecticut, with a minimum Best Company rating of "A/VII." Said bond shall be delivered to the City prior to the commencement of actual work and shall be in a form satisfactory to and approved by the City's attorney. It is understood and agreed that upon completion and delivery to the City of the revaluation and its approval by the ASSESSOR and after completion of the duties of the Board of Assessment Appeals, the performance bond shall be reduced to 10% of the value of the contract for the purpose of covering the defense of all appeals taken by taxpayers. The reduced amount of the bond shall remain effective until a final resolution in the courts of any timely appeals taken from the doings of the Board of Assessment Appeals on the list of October 1, 2024.

### **3.3.2 Insurance**

CONTRACTOR shall, at its own expense, provide and keep in force:

#### **3.3.2.a** Workers' Compensation insurance in the required amount, and Employers' Liability insurance in the following amounts:

Bodily injury by accident-	\$100,000 each accident.
Bodily injury by disease-	\$500,000 each accident and,
Bodily injury by disease-	\$100,000 each employee.

The policy must provide coverage for benefits payable under the Connecticut Workers Compensation Act and include the Voluntary Compensation endorsement.

#### **3.3.2.b** Appraiser's Professional Liability insurance providing errors and omissions coverage for professional services rendered as an appraiser. The minimum limit of liability shall be \$1,000,000 per claim, subject to a \$2,000,000 aggregate.

Any deductible applicable to a claim must be noted on the Certificate of Insurance. If the policy is written on a claim made policy form, CONTRACTOR must maintain the insurance for a period of two years from the completion of the contract.

#### **3.3.2.c** During the term of the contract, CONTRACTOR shall provide Public Liability insurance for bodily injury and property damage. The Public Liability insurance shall

be written on a comprehensive form and include, without limitation, coverage for premises and operations, completed operations, independent contractors, broad form property damage, blanket contractual and personal injury. The required limits of liability are:

- \$2,000,000- General Aggregate
- \$2,000,000- Product-Completed Operations Aggregate
- \$1,000,000- Personal and Advertising Injury
- \$1,000,000- Each Occurrence
- \$ 50,000- Fire Damage/Fire
- \$ 5,000- Medical Expense/Person

**3.3.2.d** Automobile Liability insurance shall be written with a Comprehensive Form and include coverage for owned, hired, and non-owned vehicles. The limit for any one accident or loss shall be \$1,000,000.

**3.3.2.e** Insurance Certification: An Insurance certificate shall be required to be filed with the City, certifying coverage and limits of automobile, bodily injury liability, property damage liability and Worker's Compensation.

"The City to be named as Additional Insured on the Insurance coverage named herein for the claims arising out of the COMPANY'S performance of the contract herein".

**3.3.2.f** Patent/Copyright Liability: CONTRACTOR shall save the City harmless from any liability of any nature or kind, including costs and expenses for, or on account of, any patented or copyrighted equipment, materials, articles or processes used in the performance of this contract.

The City must be named as an Additional Insured on the policy.

**3.3.2.g** Defense of City: All insurance companies shall have the duty to defend the City against liability or property damage claims arising from the conduct of CONTRACTOR and/or agents or employees.

### **3.3.3 Penalties**

**3.3.3.a** Failure by CONTRACTOR to complete all work prior to the date specified herein, December 30, 2024, shall be cause for a penalty payment by CONTRACTOR, on request of the ASSESSOR, in the amount of TWO HUNDRED DOLLARS (\$200.00) per day beyond the specified date of completion. For the purposes of this penalty only, completion of all work no later than December 30, 2024, is defined as follows:

**3.3.3.a.i** Completed property record cards with all pricing, review and final valuations.

**3.3.3.a.ii** Final Assessment notices addressed and in envelopes prepared for mailing.

**3.3.3.b** Penalties due under this clause shall be deducted from the contract price and will represent a fair and equitable estimate of the damages the City will suffer if CONTRACTOR'S work is not completed by December 30, 2024. The City shall have the right to use the funds withheld from each periodic payment to these CONTRACT SPECIFICATIONS to satisfy in whole or in part, this penalty clause. Delays occasioned by strike, explosion or acts of God or an order of court or other public authority are excepted.

**3.3.3.c** **Bankruptcy, Receivership, Insolvency:** If CONTRACTOR, with the result that it does not pay its debts as they become due, or if a receiver shall be appointed for its business or its assets and not voided within 60 days, or if interest herein shall be sold under execution or if it shall be adjudicated insolvent or bankrupt, then and forthwith thereafter, the City shall have the right, at its option and without prejudice to its rights hereunder, to terminate the contract.

**3.3.3.d** **Termination:** If either party fails to fulfill in a timely and satisfactory manner their obligations under this agreement, or shall violate any of the covenants, conditions or stipulations of this agreement, which failure or violation shall continue for 30 days after written notice of said failure or violation is received by the offending party, unless the correction of such failure inherently requires a longer period of time and provided further that the applicable party is proceeding diligently to correct the failure, then the opposing party shall thereupon have the right to terminate this agreement by giving written notice to the offending party of such termination and specify the effective date thereof, at least seven (7) days before the effective date of such termination.

In the event of termination, all finished work and documentation, complete and incomplete, shall, at the option of the ASSESSOR, be delivered to them. CONTRACTOR shall be entitled to the release of the performance bond and to receive just and equitable compensation for any work performed under this agreement completed prior to the date of termination.

Notwithstanding the above, in the event of termination, neither party shall be relieved of liability by virtue of its breach of this agreement.

**3.3.3.e** **Hold Harmless Agreement:** CONTRACTOR shall, at all times, defend, indemnify, protect and save harmless, the City and its officers, agents and employees from any and all claims or demands for damage for bodily injury, including death or property damages sustained by any party, including officers, agents and employees of CONTRACTOR. Said hold harmless clause shall include, but not limited to investigation, defense and settlement or payment or judgment of any liabilities.

**3.3.3.f** **Sever ability:** In the event any part of any clause or provision of this contract or contract specifications is judicially determined to be unenforceable, it shall be deemed severable from the remainder of that clause or provision and such remainder shall be binding upon the parties to this

contract.

- 3.3.3.g **Waiver:** No action or failure to act by the City shall constitute a waiver of any right or duty afforded it under the contract or contract specifications.
- 3.3.3.h **Misrepresentation or Default:** The City may void this agreement if CONTRACTOR has misrepresented any offering or defaults on any contract with a Connecticut municipality. CONTRACTOR shall, also, immediately notify the City of any claim or case formally brought against CONTRACTOR.

### 3.4 CHANGES AND SUBLETTING OF CONTRACT

#### 3.4.1 Changes

Changes in these specifications or to the contract will be permitted only upon written mutual agreement of CONTRACTOR and the City.

#### 3.4.2 Subletting

CONTRACTOR shall not assign, transfer or sublet the contract or any interest or part therein, without first receiving written approval from the City. It should be mutually agreed and understood that said consent by the City shall in no way release CONTRACTOR from any responsibility or liability as covered in these specifications and contract.

### 3.5 COMPLETION DATE AND TIME SCHEDULE

**Signing of Contract:** Within 30 days after receipt of notice of acceptance by the City of its bid, as possibly revised by negotiations, CONTRACTOR shall execute with the City a contract in the form agreeable to the City and incorporating these contract specifications.

Contractor shall commence the revaluation work not later than two weeks after contract signing, and shall continue uninterruptedly in a diligent fashion so as to ensure completion within the schedule of completion dates hereinafter set forth below:

#### 3.5.1 Completion Dates

#### 3.5.2 Completion Dates

The following phases of the PROJECT must be completed in accordance with the following schedule. Failure to substantially complete the stated performance by the stated dates shall constitute a material breach of this Contract:

- 3.5.2.a Sales and Building Permit Data Collection starts October 1,2023 and completed by July 1, 2024.
- 3.5.2.b Complete and deliver to the Assessor commercial, industrial, public utility, and tax-exempt valuation by September 1, 2024 (except for current building permits).
- 3.5.2.c Complete and deliver to the Assessor land study and values set by June 1,2024 for the physical review.
- 3.5.2.d Complete and deliver building cost manual by October 1, 2024.
- 3.5.2.e Complete and deliver to the Assessor study of market rents, expenses and capitalization factors by October 1, 2024.
- 3.5.2.f Deliver completed CAMA database, property record cards with all measurements, listings, sketches, pricing, and suggested values to the ASSESSOR according to the following schedule:
- 3.5.2.g ASSESSOR completes review and final adjustments made for real property no later than November 5, 2024.
- 3.5.2.h Assessment change notices mailed to comply with requirements of Connecticut State Statutes, Section 12-62(f) by November 15, 2024. (CONTRACTOR to pay postage)
- 3.5.2.i Informal hearings to begin no later than November 29,2024 and end no later than December 20, 2024.
- 3.5.2.j Notices of results of informal hearings completed shall be completed on forms approved by the Assessor and mailed out (CONTRACTOR to pay postage), computer filed, and final property record cards printed and delivered to the ASSESSOR in alphabetical street order no later than December 30, 2024.

### 3.5.3 Assessment Date

The completed appraisals, upon approval of the ASSESSOR, will serve as the basis for assessments effective on the Grand List of October 1, 2024.

### 3.5.4 Delays:

CONTRACTOR shall not be liable for delays caused by reasons of war, strike, explosion, acts of God, order of court or other public authority.

## 3.6 PAYMENT SCHEDULE

### 3.6.1 Periodic Payments

Payments shall be made in the following manner:

Thirty (30) days after the execution date of this contract, and at the end of each thirty (30) day period thereafter for the term of this contract, CONTRACTOR will certify in writing to the ASSESSOR the percentage of the total work completed under the contract which CONTRACTOR has performed during the said thirty (30) day period. Such notification will itemize and accurately indicate the extent and nature of work performed by volume, street, and



category or in any manner as required by the ASSESSOR. The itemization shall be categorized by each of the “Stages of Completion” listed on the Payment Schedule as shown below.

The City, upon determination by the ASSESSOR that the certification of CONTRACTOR concerning work during said period is accurate, will pay to CONTRACTOR a percentage of the total compensation due under the contract equal to the percentage of work certified as having been completed during said period, less ten percent (10%), which is to be retained by the City for payment to CONTRACTOR at such time that he or she has performed fully and satisfactorily all its obligations, requirements, and litigation under the contract. The retained ten (10%) percent of the contract price is to be paid upon the completion of work of the Board of Assessment Appeals on the October 1, 2024 Grand List in accordance with provisions of Section 3.3.3b of this contract

This contract makes provisions for a reduction of the performance bond to 10% of the contract price so as to ensure the defense of any appeals resulting from the revaluation work.

### **3.6.2 Fiscal Year Limitations:**

The contract cost shall be paid in the 2023/2024 City Fiscal Years according to the provisions of this section and subject to the appropriation of necessary funds by the City’s fiscal authority. CONTRACTOR shall incur no cost in any fiscal year in excess of that year’s annual appropriation plus the balance of prior years’ unexpended appropriations.

**3.6.3 Project Pricing**

**Project Cost Breakdown**

<b>Description</b>	<b>Total Value</b>
Project Supervision	
Residential Valuation	
Residential Measure & List	
Residential Data Mailers	
Residential Field Review	
Commercial Valuation	
Commercial Measure & List	
Commercial Field Review	
Data Entry	
Data Entry Printing	
Project Finalization & Support	
Associated Project Expenses	
Bonding	
<b>TOTAL</b>	

**Fiscal Year 2024 Revaluation:** \$ \_\_\_\_\_

**4 RESPONSIBILITIES OF CONTRACTOR**

**4.1 GOOD FAITH**

CONTRACTOR shall, in good faith use, its best efforts to assist the ASSESSOR in determining the present true and actual valuations of all real property situated in the City, and shall not undervalue or overvalue any land, building or other property to avoid or minimize its responsibilities specified herein.

**4.2 PUBLIC RELATIONS**

The parties of this revaluation project recognize that a good public relations program is required in order that the public of the City may be informed as to the purpose, benefits and procedures of the revaluation program.

CONTRACTOR shall provide reasonable assistance to the ASSESSOR in conducting a program of public information through the press and other media, such as meeting with citizens, service clubs and property owner groups as a means of establishing understanding and support for the revaluation program and sound assessment administration. CONTRACTOR shall supply visual

aids and other media at its disposal to this end. All public releases shall be approved by the ASSESSOR prior to release.

### **4.3 CONDUCT OF COMPANY EMPLOYEES**

As a condition of this contract, CONTRACTOR'S employees shall, at all times, treat the residents, employees and taxpayers of the City with respect and courtesy; CONTRACTOR shall take appropriate and meaningful disciplinary measures against those who violate the terms of this provision. A suitable dress code for all employees will also be implemented.

### **4.4 RECORDS**

#### **4.4.1 General Provisions**

CONTRACTOR shall provide all record cards, street cards, owner cards, supplies, equipment, forms, literature, notices and papers to be used in this project at no additional cost to the City.

#### **4.4.2 Records are City Property**

The original or a copy of all records and computations, including machine readable databases, made by CONTRACTOR in connection with any appraisal of property in the City shall, at all times, be the property of the City and, upon completion of the project or termination of this contract by the City, shall be left in good order in the custody of the ASSESSOR. Such records and computations shall include, but not be limited to:

**4.4.2.a** Assessor's Maps;

**4.4.2.b** Land Value Maps.

**4.4.2.c** Materials and Wages, Cost Investigations and Schedules;

**4.4.2.d** Data Collection Forms, Listing Cards, Property Record Cards with property valuations and sketches;

**4.4.2.e** Capitalization Rate Data;

**4.4.2.f** Sales Data;

**4.4.2.g** Depreciation Tables;

**4.4.2.h** Computations of land and/or building values;

**4.4.2.i** All letters of memoranda to individuals or groups explaining methods used for appraisals;

**4.4.2.j** Operating statement of income properties;

**4.4.2.k** Duplicated notice of valuation changes;

**4.4.2.l** Database of all property records, CAMA system, and integration with administrative system.

**4.4.2.m** In addition, throughout the conduct of said revaluation, any criteria, guidelines, price schedules or statement of procedures used in such revaluation by the Contractor shall be available by contractor for public inspection in the Assessor's office and shall be

available thereafter, all in accordance with Section 12-62 ( c ) of the Connecticut General Statutes.

#### **4.4.3 ASSESSOR'S Records**

CONTRACTOR shall use a system approved by the ASSESSOR for the accurate accounting of all records and maps, which may be taken from the ASSESSOR'S office in conjunction with this project. All such records and maps shall be returned immediately following their use. None of the ASSESSOR'S records shall be taken outside the corporate limits of the City without prior written permission of the ASSESSOR.

The ASSESSOR will permit CONTRACTOR to copy all residential building sketches from existing field cards, together with the outside dimensions of all auxiliary buildings such as garages, barns, sheds, and swimming pools. CONTRACTOR will be permitted to copy and sketch all commercial and industrial properties, which are presently outlined on existing ASSESSOR's field cards.

#### **4.4.4 CAMA requirements**

The town is currently licensed to utilize the Appraisal Vision CAMA software. Contractors are required to use this software to perform this revaluation project. Contractors will be responsible for securing licensing prior to proposal due date. Contractors must specify their prior knowledge and experience using the Vision CAMA software.

#### **4.4.5 Property Record Cards (Street Cards)**

CONTRACTOR shall complete and file by Map order, Property Record Cards, commonly referred to as "Street Cards" or "Field Cards". These cards shall contain all manner of information affecting value, including but not limited to, information as to location of property, classification as to usage, owner of record, source of title, size, shape and physical characteristics of land, with the breakdown of front feet, square feet or acreage as applicable, along with the unit of value applicable to each, public utilities available, public improvements, census tract number, zoning regulations in effect as of the assessment date. All physical improvements shall be listed giving all interior and exterior construction details, quality of construction, age, condition, replacement values, percent of physical, functional and economic depreciation, depreciated values, fair market value and 70% assessment value will be shown. A computer-generated sketch of all buildings, with the appropriate scale of such sketch, shall also be shown on these cards. The "Street Cards" or "Field Cards" will contain a digitized photo of each house.

#### **4.5 ASSESSMENT NOTICES**

At the close of the PROJECT, a notice shall be sent, at CONTRACTOR'S expense by first class mail, to each property owner of record, setting forth the valuation that has been placed upon the

property identified in the notice, prepared on a form approved by the ASSESSOR. CONTRACTOR will provide the needed information for the notice. Also enclosed with such notice shall be information specifying the dates, times and places of the informal public hearings and information describing the property owner's right to appeal the valuation of his property, including the manner in which an appeal may be filed with the Board of Assessment Appeals. Such notices shall be subject to approval by the ASSESSOR in accordance with Connecticut General Statutes.

At that same time, the company should be prepared to make data available via the Web so that taxpayers can log in and review properties on-line.

#### **4.6 INFORMAL PUBLIC HEARINGS**

At a time mutually agreeable to the ASSESSOR and CONTRACTOR and following completion of all review work by the ASSESSOR and CONTRACTOR, CONTRACTOR shall hold public hearings so that owners of property or their legal representative may appear at specified times to discuss, with qualified members of CONTRACTOR'S staff, the valuations of their property. CONTRACTOR'S personnel shall explain the manner and methods of arriving at value. Informal public hearings, at the ASSESSOR's discretion, may be held on weeknights and Saturdays.

CONTRACTOR, in conjunction with recommendations of the ASSESSOR, shall schedule a sufficient number of hearings and provide sufficient personnel to handle said hearings expeditiously and fairly. Any information offered by the taxpayer or their legal representative shall be given consideration, and an adjustment shall be made where warranted. The public hearings shall be completed by December 20, 2024.

CONTRACTOR shall keep a record, on a form approved by the ASSESSOR, of all owners that requested a hearing and the result of that hearing. A copy of those records shall be given to the ASSESSOR.

CONTRACTOR shall be responsible for sending notice, by First Class mail at CONTRACTOR'S expense, to each taxpayer or his or her legal representative who appears at these hearings seeking review of valuation. Such notice shall include the original valuation determined by CONTRACTOR and any adjusted valuation as deemed appropriate based on any information received at such hearing, or a statement that no change is warranted. Such notice shall be subject to approval by the ASSESSOR and shall contain information describing the property owner's rights to appeal the valuation, including the manner in which an appeal may be filed with the Board of Assessment Appeals.

#### **4.7 BOARD OF ASSESSMENT APPEALS**

CONTRACTOR shall have a qualified member or members, approved by the ASSESSOR, of its staff, available for attendance at any deliberations of the Board of Assessment Appeals held after the completion of the revaluation, Sundays excluded, but such availability and attendance shall

not be required after the date for the completion of the duties of the Board of Assessment Appeals on the October 1, 2024 Grand List or for one complete calendar year beyond completion of the revaluation, whichever comes first, to assist in the settlement of complaints and to explain the valuations made.

#### **4.8 LITIGATION**

In the event of appeal to the courts, CONTRACTOR shall furnish a competent witness or witnesses, approved by the ASSESSOR, to defend the valuation of the properties appraised. It is understood that CONTRACTOR shall furnish said witness or witnesses on any court action instituted on the October 1, 2024 Grand List assessments, CONTRACTOR shall be compensated at a per Diem rate of \$\_\_\_\_\_. CONTRACTOR shall provide supporting data, including written appraisal if deemed necessary by the ASSESSOR, for any said court appeals. CONTRACTOR shall also comply with any request by the City to answer any interrogatories, provide witnesses for depositions or to otherwise participate in the discovery process pertaining to any litigation described herein. CONTRACTOR shall not be held responsible for any assessment changed from the original valuation figure by parties other than CONTRACTOR.

#### **4.9 INFORMATION**

##### **4.9.1 Information to City**

CONTRACTOR shall give to the ASSESSOR any and all information requested pertaining to the project for a period of one (1) year after completion of the duties of the Board of Assessment Appeals on the October 1, 2024, Grand List, without any additional cost to the City.

### **5 BUILDING COST SCHEDULES**

#### **5.1 General**

CONTRACTOR shall prepare for usage in the project as hereinafter specified, building cost schedules. These schedules will reflect the unit-in-place method based upon the square foot or cubic foot area of buildings as applicable. These schedules shall be used in computing the replacement cost in the City for all residential, commercial, industrial, and farm construction. They shall reflect the wage scale for the various trades, labor efficiencies, overhead, profit, engineer and architect fees and all other direct and indirect costs of construction. Before final acceptance, they shall be proven by testing against known sales. All finalized schedules shall be approved by the ASSESSOR before adoption and usage by CONTRACTOR.

#### **5.2 Types of Cost Schedules**

##### **5.2.1 Residential**

Residential cost schedules shall include schedules for various classifications, types, models, and story heights on a per square foot basis, normally associated with residential buildings. The schedule shall be flexible with special sections reflecting the various additions and deductions for construction components from the base specifications, along with prices for different types of heating systems, bathrooms, porches, breezeways, attached, detached, and basement garages, and finished basements and schedules for other building improvements usually found on residential property including, but not limited to, in-ground swimming pools, barns, sheds, tennis courts, gazebos, and hot tubs.

### **5.2.2 Commercial**

Commercial building cost schedules shall be prepared in unit costs of material in place and charted on a per square foot basis and shall be prepared for various story heights and contain all the additions and deductions for construction components from base specifications.

### **5.2.3 Industrial and Special Structures**

Cost schedules for industrial and special purpose structures shall be prepared in unit costs of material in place and charted on a per square foot basis and shall contain all the additions and deductions for construction components from base specifications.

### **5.2.4 Farm**

Cost schedules for farm structures shall be prepared for square foot and cubic foot costs for various types of farm buildings including, but not limited to, barns, sheds, silos, milk houses, coops, etc.

Cost schedules for the afore-mentioned must be supported by a recognized valuation publication company such as Marshall and Swift, Means, etc.

## **5.3 Depreciation Schedules**

Depreciation schedules or methods to be used in determining the amount of depreciation shall reflect the normal and accepted depreciation rates of buildings according to classification. These schedules or methods shall cover residential, commercial, industrial, and farm buildings and shall be approved by the ASSESSOR.

## **5.4 Schedule for City**

CONTRACTOR shall supply and leave for the City not less than three (3) copies of all the above required building cost schedules and depreciation schedules for the City's usage, one copy of which shall be turned over to the ASSESSOR upon approval of the schedules.

# **6 APPRAISAL SPECIFICATIONS**

## **6.1 Appraisal of Land**

CONTRACTOR shall appraise all land within the City: including residential, vacant, commercial, industrial, agricultural, special use, public utility, and tax-exempt.

#### **6.1.1 Land Value Study**

Land shall be valued on the basis of an analysis of all sales data occurring during the two-year period prior to October 1, 2024. The analysis and application of sales data shall be governed by procedures and techniques expressly approved by the ASSESSOR. CONTRACTOR shall make a careful investigation of this data and shall consult owners, realtors, banks and other sources for information relative to sales of properties within the City. All factors affecting the final values of land shall be considered, such as location, zoning, inland wetlands, topography, soil condition, utilities, size, vacancy, form of ownership, non-conforming uses, and zoning variances.

Non-conforming uses and zoning variances shall be considered in establishing values. A brief description of each lot or parcel of land, together with the valuation computations, shall be entered on the field record card.

#### **6.1.2 Land Value Inspection**

CONTRACTOR will make necessary adjustments in value to compensate for topographical irregularities such as high banks, steep slopes, swamps, irregular shapes or anything else which may detract from the usefulness of the land. Non-conforming uses and zoning variances shall be considered in establishing values.

#### **6.1.3 Land Value Unit**

CONTRACTOR shall prepare land unit values by front foot, square foot, acreage or fractional acreage; whichever in the judgment of CONTRACTOR and ASSESSOR most accurately reflects the market for the appraised land.

#### **6.1.4 Land Value Map**

CONTRACTOR shall delineate the land value units on all streets and acreage in the City on a suitable map to be provided by the City. The land value map shall be returned to the City prior to the completion of the PROJECT.

#### **6.1.5 Neighborhood Delineation**

After consideration of the environmental, economic and social characteristics of the City, CONTRACTOR shall, with the cooperation and approval of the ASSESSOR, delineate "neighborhood" units within the City. Each neighborhood unit will, in CONTRACTOR'S opinion, exhibit homogenous characteristics. Each neighborhood unit will be assigned a separate identification code, which will be used for valuation. These neighborhood codes shall be recorded and maintained on all property record cards and the computer database.

### **6.2 APPRAISAL OF RESIDENTIAL BUILDINGS AND STRUCTURES**



### 6.2.1 Physical Inspections

Contractor shall measure and inspect any real property which has experienced an arm's length transaction over a 12-month period.

Contractor will make a careful exterior inspection of each sale properties and measure the improvements. Information taken at the door is unacceptable. It shall be noted on the record card if the data collector is not allowed to view any portion of the property and the reason why.

The contractor will make one attempt to inspect the interior of all sale properties. If there is no contact with the property owner, the contractor will mail a data mailer to the property owner to verify the interior characteristic of the dwelling. The notification letter will be mailed at the Contractor's expense via first class mail. Included with these data mailers will be a stamped, return-addressed envelope. In addition, the data mailer will contain the opportunity for the property owner to contact the Contractor and make arrangements for the inspection of their property within a prescribed period of time.

If the property owner does not respond to the data mailer, the inspection request will be considered refused and the Contractor will use their best judgement in determining the interior characteristics of the dwelling or structure.

All inspections shall be conducted in a courteous, dignified, respectful and careful manner so as to minimize any disturbance to the use and occupancy of such structures.

### 6.2.2 Exterior Field Review (vendor to provide as an optional service)

6.2.3a All properties shall be reviewed in the field by CONTRACTOR's personnel qualified as reviewers as previously prescribed in these specifications.

The properties shall be reviewed for classification, final value, and to assure that they are correlated to comparable properties. The ASSESSOR shall be notified of the dates of review and be entitled to accompany the reviewers during this phase of the revaluation.

6.2.3b Field Recording: Physical data and characteristics of the land parcel shall be observed in the field and recorded.

6.2.3c The Assessing Office staff may take on the responsibility of the field review services. Contractor should provide a cost reduction option for removal of the field review.

### 6.2.3 Pricing and Valuations

Pricing and valuations of all land and buildings must reflect the present true and actual value as of October 1, 2024, and shall be done from and in accordance with the previously approved manuals and schedules.

The final valuation shall be the true and actual value of the structures plus the true and actual value of the land. In arriving at the true and actual value of the structures, replacement cost new less depreciation from all causes may be considered along with other factors affecting the value of the property, all of which shall be noted on the property record card.

### **6.3 APPRAISAL OF COMMERCIAL, INDUSTRIAL, PUBLIC UTILITY, AND SPECIAL PURPOSE PROPERTIES**

#### **6.3.1 General**

All commercial, industrial, public utility and special purpose buildings shall be priced and reviewed in the same manner as residential properties, as set forth previously in these specifications.

#### **6.3.2 Income Approach**

Income and expense data gathered by the City shall be utilized by CONTRACTOR for income producing and, where appropriate, owner-occupied properties. Any income and expense data with accompanying summary reports and rent schedules shall become property of the City. All information filed and furnished with Income and Expense report shall not be a public record and is not subject to the provisions of Section 1-200 et seq. (Freedom of Information) of the Connecticut General Statutes. From these returns and other data sources, such as field investigations and interviews, CONTRACTOR will establish market or economic rent and expenses for income producing properties. CONTRACTOR shall also develop capitalization rates by investigating sales and income data. Rates shall be established for the various classes of property and checked by bankers, investors and appraisers to ensure their accuracy. When the rates and methods have been approved by the ASSESSOR, CONTRACTOR shall perform the income approach using both actual and economic income and expenses. CONTRACTOR shall be responsible for entering all income data into the CAMA system.

#### **6.3.3 Review**

All final reviews and inspections shall be made in the same manner and for the same purpose as prescribed for residential properties. The reviewer shall be completely trained and fully experienced in the appraisal of the particular type and kind of commercial, industrial, public utility or special purpose building; the final value of which he or she is responsible.

### **6.4 CONTROL AND QUALITY CHECKS**

#### **6.4.1 Field Checks**

The ASSESSOR shall spot check in the field, properties picked at random by him/her with or without the appropriate CONTRACTOR'S supervisor.

#### **6.4.2 Building Permits**

The Contractor shall be responsible for all building permit data collection on properties which were issued building permits between July 1, 2023, and October 1, 2024.

#### **6.4.3 Sales Analysis**

Sales analyses of properties shall be performed as a means of sustaining the values derived. These analyses shall be done on the aggregate of all residential properties and on each of the neighborhoods previously delineated. The sales analyses shall include, at a minimum, sales ratios and coefficients of variance and dispersion. Any additional requests for sales analyses by the ASSESSOR shall also be performed.

**6.4.5 Performance Based Revaluation Standards:** All fair market values that are developed by the CONTRACTOR must meet the Performance Based Testing Standards developed by the State of Connecticut Office of Policy and Management in accordance with Section 12-62i of the Connecticut General Statutes.

### **7 RESPONSIBILITIES OF THE CITY**

#### **7.1 Nature of Service**

It is clearly understood and agreed that the service rendered by CONTRACTOR are in the nature of assistance to the ASSESSOR and all decisions as to proper valuation shall rest with the ASSESSOR.

#### **7.2 Cooperation**

The City, and its employees will cooperate with and render all reasonable assistance to CONTRACTOR and its employees.

#### **7.3 Items Furnished by the City**

The City shall furnish the following:

##### **7.3.1 Maps**

The City shall furnish one (1) set of the most up-to-date City Tax Maps that are currently available showing streets, and property lines and boundaries.

##### **7.3.2 Land Dimensions**

The City will make available lot sizes and total acreage to CONTRACTOR of all pieces of property where the map or present records fail to disclose measurement or acreage.

##### **7.3.3 Zoning**

The City will provide current City zoning regulations and zoning maps.

#### **7.3.4 Existing Property Record Cards**

The City will make available the present street cards.

#### **7.3.5 Property Transfers**

The City shall notify CONTRACTOR, on a regular basis, of property splits and transfers occurring after the initial creation of the revaluation database by CONTRACTOR. CONTRACTOR shall the revaluation database as necessary.

#### **7.3.6 Signing of Communications**

The City shall sign, by the ASSESSOR or Assessor's designee, communications to be mailed at CONTRACTOR'S expense, for the purpose of contacting a property owner for inspection of the property.

#### **7.3.7 Mailing Address**

The City shall make available through the ASSESSOR'S or Tax Collector's Office the current mailing address and other relative data that exists on the administrative program for all property owners.

#### **7.3.8 Office Space**

The City shall furnish to CONTRACTOR sufficient office space to carry out the terms of this contract. If the City is unable to provide space, the City will reimburse CONTRACTOR for leased space, subject to the City's approval for appropriateness and cost. The City shall provide installation of a telephone line and CONTRACTOR shall be responsible for all monthly charges on such lines for the duration of the project.

#### **7.3.9 Media**

The City shall have information above available on computer disk for the purposes of creating a legal file on CONTRACTOR's computers during the initial stages of revaluation.

#### **7.3.10 Obligation to Keep Current**

The City shall continuously and currently maintain the information specified above.

#### **7.3.11 Sales Information**

The City shall continuously and currently provide copies of all sales information available to it with respect to transfer of parcels.

## **8 TRAINING:**

- 8.1 Personnel:** The Assessor shall determine the individuals and the amount of training each individual shall receive. If more than one person is receiving training at the same time, the training time shall be calculated as if one person is receiving training.
- 8.2 Location:** All training shall take place on the City's computer hardware within the City, unless both the City and CONTRACTOR agree to an alternate training site or computer hardware.
- 8.3 Documentation:** CONTRACTOR will provide a detailed user manual for the CAMA software and Grand List production interface.

## **9 TRANSMITTAL OF DELIVERABLES TO THE ASSESSOR**

### **9.1 Records**

Regular periodic delivery of appraisals and other information required under this agreement, as completed and in accordance to a schedule hereinabove set forth or agreeable to the ASSESSOR shall be made to the ASSESSOR for his review. All appraisals of buildings either complete or under construction, shall be completed as of October 1, 2024. All completed and/or corrected records shall be turned over to the ASSESSOR as of December 30, 2024. The final inspection and review shall take into consideration any known or apparent changes in the individual property since they were first inspected in order that the final appraisal of property shall be appraised as of October 1, 2024.

This information and/or appraisals and records shall not be made public until after the informal public hearings, except to the extent public access may be compulsory under provisions of applicable law.

It is understood and agreed that the Revaluation of properties covered by this contact shall meet or exceed the standards as outlined in the Connecticut Performance Based Revaluation Standards and Certification of Revaluation (Connecticut General Statutes sec. 12-62I-1 to 12-62I-7), shall be acceptable to the ASSESSOR and shall conform to the procedures and technical requirements of the ASSESSOR and, at least weekly, Contractor shall meet with said ASSESSOR to discuss the progress and various other details of the project.

## STREET PAVING

- State Contract #22PSX0197
- Ti Icon to perform all milling and paving work under this contract
- Approximately \$270,000 of approved budget remains for milling and paving.
  - Of the remaining \$270,000 approx. \$225,000 being used for 4 streets
- Streets, dimensions, and breakdown of costs all included within this packet







A CRH COMPANY

**TILCON CONNECTICUT INC.**  
A CRH Company

P. O. Box 1357 \* 642 Black Rock Avenue  
New Britain, CT 06050-135

MILLING ESTIMATE

Estimated By: Paul Almeida Phone: (860) 944-8274 Email: <a href="mailto:palmeida@tilcon-inc.com">palmeida@tilcon-inc.com</a>	Date: 9/5/2023
Submitted to: City of West Haven	Contract Number: 22PSX0197 Job Number: 823156 Round 2 Project Location:

	STREET NAME	S.Y	MILLING UNIT PRICE	MILLING EXTENTION	TRAFFIC CONTROL DEVICES	TRAFFIC CONTROL EXTENTION	FLAGGER UNIT PRICE	NUMBER OF FLAGGERS	FLAGGER EXTENTION	POLICE UNIT PRICE	NUMBER OF POLICE	POLICE EXTENTION	TOTAL
31_Cat4	Blohm Street	5,427.00	\$3.07	\$ 16,660.89	\$0.02	\$ 108.54	\$0.11	3.00	\$ 1,790.91	\$0.19		\$0.00	\$ 18,560.34
2641'-5280' Cat4			\$1,245.00	\$ 1,245.00	\$0.00	\$ -	\$0.00		\$ -	\$0.00		\$0.00	\$ 1,245.00
31_Cat4	Circle Street	2,507.00	\$3.07	\$ 7,696.49	\$0.02	\$ 50.14	\$0.11	3.00	\$ 827.31	\$0.19		\$0.00	\$ 8,573.94
2641'-5280' Cat4			\$1,245.00	\$ 1,245.00	\$0.00	\$ -	\$0.00		\$ -	\$0.00		\$0.00	\$ 1,245.00
31_Cat4	Woodland Street	800.00	\$3.07	\$ 2,456.00	\$0.02	\$ 16.00	\$0.11	3.00	\$ 264.00	\$0.19		\$0.00	\$ 2,736.00
Trailer Move			\$0.00	\$ -	\$0.00	\$ -	\$0.00		\$ -	\$0.00		\$0.00	\$ -
31_Cat2	Jaffery Street	1,618.00	\$8.39	\$ 13,575.02	\$2.37	\$ 3,834.66	\$2.96	3.00	\$ 14,367.84	\$3.84		\$0.00	\$ 31,777.52
			\$0.00	\$ -	\$0.00	\$ -	\$0.00		\$ -	\$0.00		\$0.00	\$ -
			\$0.00	\$ -	\$0.00	\$ -	\$0.00	3.00	\$ -	\$0.00		\$0.00	\$ -
			\$0.00	\$ -	\$0.00	\$ -	\$0.00		\$ -	\$0.00		\$0.00	\$ -
			\$0.00	\$ -	\$0.00	\$ -	\$0.00	3.00	\$ -	\$0.00		\$0.00	\$ -
			\$0.00	\$ -	\$0.00	\$ -	\$0.00		\$ -	\$0.00		\$0.00	\$ -
			\$0.00	\$ -	\$0.00	\$ -	\$0.00	3.00	\$ -	\$0.00		\$0.00	\$ -
			\$0.00	\$ -	\$0.00	\$ -	\$0.00		\$ -	\$0.00		\$0.00	\$ -
			\$0.00	\$ -	\$0.00	\$ -	\$0.00	3.00	\$ -	\$0.00		\$0.00	\$ -
			\$0.00	\$ -	\$0.00	\$ -	\$0.00		\$ -	\$0.00		\$0.00	\$ -
			\$0.00	\$ -	\$0.00	\$ -	\$0.00	3.00	\$ -	\$0.00		\$0.00	\$ -
			\$0.00	\$ -	\$0.00	\$ -	\$0.00		\$ -	\$0.00		\$0.00	\$ -
			\$0.00	\$ -	\$0.00	\$ -	\$0.00	3.00	\$ -	\$0.00		\$0.00	\$ -
			\$0.00	\$ -	\$0.00	\$ -	\$0.00		\$ -	\$0.00		\$0.00	\$ -
			\$0.00	\$ -	\$0.00	\$ -	\$0.00	3.00	\$ -	\$0.00		\$0.00	\$ -
			\$0.00	\$ -	\$0.00	\$ -	\$0.00		\$ -	\$0.00		\$0.00	\$ -

C4 Fine Mill 0"-3"	8,734.00	\$26,813.38
C4 TCD	8,734.00	\$174.68
C4 Flaggers	26,202.00	\$2,882.22
C4 MKS 2641'-5280'	2	\$2,490.00

C2 Fine Mill 0"-3"	1,618.00	\$13,575.02
C2 TCD	1,618.00	\$3,834.66
C2 Flaggers	4,854.00	\$14,367.84
<b>Total</b>		<b>\$64,137.80</b>

TOTAL S.Y. 10,352.00

TOTAL \$64,137.80



## WH BOARDWALK CCTV “BLUE LIGHT” INSTALLATION

- Bids 2023-28 and 2023-29 sent out together for Site Work and for Supply and Installation of CCTV Blue Light system on WH Boardwalk
- Bid 2023-29 received one bid from A&S Electric for \$367,750
- Bid 2023-28 received two bids – lowest responsible bidder was OmniData in amount of \$219,268.05
- Project scheduled to begin October 1, 2023 and finish February 2024.



**AGREEMENT  
BY AND BETWEEN THE CITY OF WEST HAVEN AND  
A&S ELECTRICAL SERVICES, INC.  
FOR CONSTRUCTION SERVICES**

This Agreement ("Agreement") is made this [REDACTED] day of [REDACTED], 2023 by and between the City of West Haven, a municipal corporation organized and existing under the laws of the State of Connecticut, with offices located at City Hall, 355 Main Street, West Haven, Connecticut 06516 (the "City") and A&S Electrical Services, Inc., a corporation organized and existing under the laws of the State of Connecticut, with an office and place of business located at 48 Ozick Drive, Suite #10, Durham, CT 06422 (the "Contractor").

**ARTICLE 1 DESCRIPTION OF WORK**

The Contractor shall provide all labor, materials and equipment necessary or reasonably required to complete the following work (the "Work"): (1) excavating, trenching, backfilling, and replacing asphalt, concrete walkways and paver areas, including reseeded where necessary, to install new conduits and precast concrete pole bases; (2) furnishing and installing fourteen (14) new concrete pole bases and poles, 120 volt conduit (PVC Sch. 80 and RGS) and wiring (per Conduit & Wiring Schedule on drawings); and (3) installing conduit fittings and LBs, flush with finished grade junction boxes for power (new circuit breakers to be installed in existing electric panels P1, P2, and P3, conduits (PVC Sch. 80) with draglines for fiber cabling) and flush with finished grade fiber splice boxes (herein referred to as the "Project"), as further described in the Request for Proposal and subsequent addendums thereto (the "Project Proposal") attached hereto and made a part hereof as Exhibit A. The furnishing and installation of all new cameras, switches, related equipment and mounting hardware, emergency "Blue Light" call stations and mounting hardware, headend equipment, and wall mounted cabinet, UPS, fiber cabinets, fiber cabling, and terminations is specifically excluded from the scope of work. The Contractor shall perform the Work in a workmanlike and professional manner, in accordance with prudent industry practices.

**ARTICLE 2 CONTROL OF WORK**

The Project shall be administered on behalf of the City by Ken Carney, Chair of the City's ARPA Committee, or his designee (the "Director"). The Director shall serve as the City's representative for the Project, with the powers of oversight and inspection of the Work. The Contractor shall follow any and all instructions, reviews, advice, approvals and directives issued by the Director, provided that the Contractor shall be solely responsible for the means, methods, manner, techniques, sequences and procedures for the Work.

The City may retain an inspector for Work (the "Inspector"), to whom the Director may delegate any or all of the powers and functions described in the paragraph immediately above by written notice to the Contractor. Either the Director or the Inspector shall have the right to (1) make on-site inspections to check the quality or quantity of the Work, (2) review construction means, methods, techniques, sequences or procedures, (3) review copies of requisitions received from subcontractors and suppliers and other data requested by the City to substantiate the Contractor's right to payment, and (4) ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Amount (as defined in Article 10 below). The Contractor shall fully cooperate with Director and the Inspector, as applicable, regarding their respective performance of their respective functions specified herein.

### **ARTICLE 3 CONTRACT DOCUMENTS**

The Contract Documents shall consist of this Agreement (including all Exhibits hereto), and the plans, drawings and specifications for the Work. The Contract Documents are intended to supplement and complement each other and shall, where possible, be thus interpreted. If, however, any provision of a contract document irreconcilably conflicts with as provision of another, the Contractor shall immediately bring the conflict to the Director's attention. The Director will review the purported conflict and may confer with the Inspector (if an Inspector has been appointed by the Director) regarding the intent of the Contract Documents, but the Director's determination of the proper interpretation of the Contract Documents shall be final and binding upon the Contractor.

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

### **ARTICLE 4 SITE INVESTIGATION**

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

### **ARTICLE 5 INFORMATION NOT GUARANTEED**

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

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

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

### **ARTICLE 7 INSURANCE**

The Contractor shall furnish and maintain the insurance coverages set forth in Exhibit B attached hereto and made a part hereof, in accordance with the requirements therein. If the Contractor fails to furnish and maintain the insurance required hereby, the City may purchase such insurance on behalf of the Contractor, and the Contractor shall promptly pay the cost thereof to the City and supply any information needed to obtain such insurance upon demand.

## **ARTICLE 8 PERFORMANCE AND PAYMENT BONDS**

The Contractor shall furnish the City with a payment bond guaranteeing payment to all those providing materials or furnishing labor or both to the Project, and the Contractor shall furnish the City with a performance bond guaranteeing the satisfactory completion of the Project. Both bonds (collectively the "Performance and Payment Bonds") shall list the Contractor as the principal and the City as the obligee, and both bonds shall be in a principal amount (penal sum) equal to One Hundred Percent (100%) of the Contract Amount, and shall be in form and substance satisfactory to the City from a surety company that is satisfactory to the City.

The Contractor's obligation to provide Performance and Payment Bonds in accordance with the paragraph immediately above shall be a condition precedent to the City's execution and delivery of this Agreement.

## **ARTICLE 9 COMPLIANCE WITH FEDERAL FUNDING REQUIREMENTS**

This Project is being funded using federal funds. Without limiting the provisions of Article 6 above, this Agreement and the Contractor's obligations under this Agreement are subject to any and all applicable federal funding requirements, including all applicable requirements of the American Rescue Plan Act. Without limiting the generality of the foregoing, Exhibit C attached hereto and made a part hereof sets forth certain federal funding requirements for this Agreement and the Project.

## **ARTICLE 10 CONTRACT AMOUNT**

The City will pay to the Contractor for the satisfactory completion of the Work and all of the Contractor's duties, obligations and responsibilities under this Agreement, subject to additions and deductions as herein provided, the total sum of Three Hundred Sixty-Seven Thousand Seven Hundred Fifty Dollars (\$367,750.00) (the "Contract Amount").

## **ARTICLE 11 PROGRESS PAYMENTS**

During the course of the Work, the Contractor shall be entitled to progress payments based upon the value of the Work completed to date as certified by the Director or the Inspector. The Contractor shall submit with its first application for payment a detailed schedule of values showing a breakdown of the Contract Amount. The schedule of values will be reviewed by the Director or Inspector, as applicable, and will either be accepted or returned to the Contractor with requested revisions. Once accepted, the Contractor's schedule of values shall provide a basis for reviewing the Contractor's applications for payment.

On or before the tenth (10) day of the month - but no more often than once per month - the Contractor shall submit to the Director or Inspector (as instructed by the Director) an application for payment in a form acceptable to the City. The application for payment will indicate the total value of the Work completed in the immediately prior month, which will be determined by using the approved schedule of values.

The Director or Inspector, as applicable, will review the application for payment within ten (10) days of receipt. If the Director or Inspector, as applicable, agrees that the application for payment accurately reflects the value of the Work completed to date, then the Director or Inspector, as

applicable, will certify to the City that the requested payment should be issued. If the Director or Inspector, as applicable, does not agree that the application reflects the actual value of the completed Work, then the Director or Inspector, as applicable, shall make adjustments to the application for payment and certify to the City the amount of the payment that he believes should be issued. The Director or Inspector, as applicable, shall give the Contractor notice of the amount of the certified payment and, if the Director or Inspector, as applicable, does not certify the application for payment for the full amount that the Contractor requested, then the notice shall state the reasons why the Contractor's application for payment was adjusted.

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

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

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

#### **ARTICLE 12 FINAL PAYMENT**

Final payment by the City to the Contractor shall become due and payable when: (1) the Work has been fully completed and accepted by the City; (2) the Contractor provides the City with evidence satisfactory to the City that there are no claims, obligations or liens outstanding or unsatisfied for labor, services, materials, equipment, taxes or other items performed, furnished, or incurred for or in connection with the Work; (3) the Contractor executes and delivers a general release running to and in favor of the City, conditioned only upon final payment; (4) the Contractor provides all required manufacturers' certifications that all products and materials have been properly installed and/or incorporated into the Project and issuance of all applicable manufacturers' warranties for same; and (5) the Contractor provides all required Certified Payrolls acceptable to the State of Connecticut Department of Labor.

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

#### **ARTICLE 13 TIME FOR COMPLETION**

On October 1, 2023, the Contractor shall commence the Work and shall diligently and continuously prosecute the Work until completion. The Contractor shall complete the Work by no

later than **JANUARY 15**, 2024 time being of the essence.

Before commencing the Work, the Contractor shall submit a schedule indicating the timely completion of the Work. The schedule shall provide information pertaining to the times and sequence of operations required for the Work. The Contractor shall continuously monitor the Work schedule and shall submit periodic updates indicating the actual time that was required for individual operations (if different from the time originally scheduled) and indicating any adjustments to the schedule for the remaining Work necessary to be completed by the scheduled completion date for the Work.

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

#### **ARTICLE 14 SHOP DRAWINGS**

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

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

#### **ARTICLE 15 INSPECTION AND DEFECTIVE WORK**

The Contractor shall at all times provide sufficient, safe and proper facilities for the inspection of the Work by the Director or Inspector, as applicable. The Contractor shall, within forty-eight (48) hours after receiving written notice of defective work, proceed to take down all portions of the Work and remove from the premises all materials that the Director or Inspector, as applicable, shall condemn as unsound, defective or improper or as in any way failing to conform to the Contract Documents, and the Contractor, at its own cost and expense, shall replace the same with proper and satisfactory work and materials and make good all Work damaged or destroyed by or as a result of such unsound, defective, improper or nonconforming work or materials or by the taking down, removal or

replacement thereof.

#### **ARTICLE 16 DAMAGE TO THE WORK**

The Contractor shall remain fully liable for the Site and the Work until the Work has been fully completed and accepted by the City. The City shall not be responsible for any damage to the Work prior to the Work being fully completed and accepted by the City, except to the extent such damage is caused by the City, its employees or agents. In addition, the City shall not be responsible for any loss or damage to materials, tools, equipment, appliances or other personal property owned, rented or used by the Contractor or any subcontractor in the performance of the Work.

The Contractor is responsible for protecting the Work from damage that may be caused by weather, Site conditions, traffic, or other contractors. Protection includes, but is not limited to, barricades and signage, coverage or insulation to protect from rain, dust, wind, snow and freezing temperatures and any other protection customarily required and provided. The Contractor also is responsible to protect areas adjacent to the Work from damage that could be caused by its operations.

#### **ARTICLE 17 CHANGES TO THE WORK**

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

If the City and the Contractor are unable to agree upon the value of the Work to be changed, added or omitted, or the impact, if any, to the schedule for the Work the Contractor shall proceed with the Work promptly under a written order of the City from which order the stated value of the Work shall be omitted, and the determination of the value of the Work and the impact to the schedule for the Work, if any, shall be determined by the Director or Inspector, as the case may be. The Director's or Inspector's decision, as applicable, pertaining to the value of the Work shall be binding upon the parties hereto, subject to the right of the Contractor to engage in subsequent dispute negotiation pursuant to Article 19 below.

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

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

#### **ARTICLE 18 SAFETY**

The Contractor agrees that the prevention of accidents to workmen and property engaged upon or in the vicinity of the Site is the Contractor's responsibility. The Contractor agrees to comply

with all Federal, State, Municipal and local laws, ordinances, rules, regulations, codes, standards, orders, notices and requirements concerning safety as shall be applicable to the Work, including, among others, the Federal Occupational Safety and Health Act of 1970, as amended, and all standards, rules, regulations and orders which have been or shall be adopted or issued thereunder, and with the safety standards established during the progress of the Work.

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

#### **ARTICLE 19 DISPUTE RESOLUTION**

If the Contractor encounters a situation for which it believes it is due additional compensation or additional time, the Contractor shall submit notice of its claim, in writing, to the City within thirty (30) days following the occurrence of an event giving rise to the claim or within thirty (30) days after the Contractor first acquires knowledge or information concerning the claim, whichever occurs later, to the extent that such knowledge or information could not have been reasonably obtained earlier. The written notice of claim shall describe, in reasonable detail, the nature of the claim, the events or circumstances that gave rise to the claim, and the amount thereof, to the best of the Contractor's ability based on the information available.

The Contractor's claim shall be submitted to the Director or Inspector, as applicable, for an initial decision. The Director's or Inspector's, as applicable, decision shall not necessarily be final and ultimately binding upon the parties hereto, but shall be binding for immediate purposes and shall serve as the basis for discussion if the parties do not agree with the Director's or Inspector's, as applicable, initial decision.

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

In the event that such disputes are not finally resolved by good faith negotiations, the matter may be submitted to non-binding mediation before a neutral third party mediator, 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 20 TERMINATION/DEFAULT/SUSPENSION**

The City may at any time, and for any reason or for no reason, terminate this Agreement for convenience by written notice specifying the termination date, which date shall be not less than seven (7) days from the date such notice is given. In the event of such termination, services shall be paid for in such amount as shall compensate the Contractor for the portion of the services satisfactorily



performed prior to termination, but such compensation shall not include unabsorbed home office overhead or lost profits. Such amount shall be fixed by the City after consultation with the Contractor.

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

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

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

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

The City also shall have the right to suspend the Contractor's performance under this Agreement at any time, for any reason or for no reason. Should the City reactivate the performance of the Project in whole or in part within one (1) year from the time of suspension, any fees paid to the

Contractor pursuant to this Agreement shall be applied as payment on the fees as set forth in the Agreement at the time of reactivation, and payment for all remaining Work shall be made in accordance with the Contract Documents without adjustment. The schedule for the Work shall be adjusted to account for the delay to performance of the Work resulting from the suspension of the Work. Should reactivation occur after a period of suspension exceeding one (1) year but not sooner, the Contractor and the City may renegotiate the Contract Amount and the schedule for the Work based upon current conditions, or the Contractor or the City may unilaterally terminate this Agreement by written notice to the other party hereto.

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

## **ARTICLE 21 INDEMNIFICATION**

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

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

Nothing in this provision, or elsewhere in this Agreement, shall be deemed to relieve the Contractor of its duty to defend the City, as specified in this Agreement, pending a determination of the respective liabilities of the Contractor and the City, by legal proceeding or agreement; provided that, if Contractor reasonably disputes whether or not a particular claim is subject to Contractor's indemnification, defense and hold harmless obligations under this Agreement, Contractor may defend the City under a reservation of rights, subject to a final, non-appealable judicial determination of the applicability of Contractor's indemnification, defense and hold harmless obligations.

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

## **ARTICLE 22 SUBCONTRACTING/ASSIGNMENT**

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

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

The Contractor further agrees that all of the City's defenses and claims arising out of this Agreement with respect to any Assignment are reserved unless expressly waived in writing by a duly authorized representative.

#### **ARTICLE 23 WARRANTIES**

The Contractor shall expeditiously remove, replace and/or repair at its own expense, and at the convenience of the City, any faulty, defective or improper Work, materials or equipment existing or discovered within one (1) year from the date the Work has been fully completed and accepted by the City.

Without limiting the generality of the foregoing, the Contractor warrants to the City (1) that all materials and equipment furnished under this Agreement will be of first-class quality and new, unless otherwise required or permitted by the Contract Documents, (2) that the Work performed pursuant to this Agreement will be free from defects, and (3) that the Work will strictly conform with the requirements of the Contract Documents. Work not conforming to such requirements, including substitutions not properly approved and authorized, shall be considered defective. All warranties contained in this Agreement and in the Contract Documents shall be in addition to and not in limitation of all other warranties or remedies required and/or arising pursuant to applicable law. Failure of the Contractor to honor and satisfy the foregoing and any other warranties or guarantees required of the Contractor under the Contract Documents, shall constitute a default by the Contractor under this Agreement.

#### **ARTICLE 24 WAGE RATES**

Pursuant to Connecticut General Statutes Section 31-53, the following provision shall be incorporated into this Agreement and each subcontract hereunder:

The wages paid on an hourly basis to any mechanic, laborer or workman employed upon the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such employee to any employee welfare fund described in Section 31-53(i) of the Connecticut General Statutes, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the City of West Haven. Any contractor who is not obligated by agreement to make a payment or contribution on behalf of such employees to any such employee welfare fund shall pay to each employee as part of his wages

the amount of payment or contribution for his classification on each payday.

#### **ARTICLE 25 SEVERABILITY**

In the event that any provision of any part of a provision of this Agreement shall be determined to be superseded, invalid, illegal or otherwise unenforceable pursuant to applicable law by an authority having jurisdiction, such determination shall not impair or otherwise affect the validity, legality, or enforceability of the remaining provisions or parts of provisions of this Agreement, which shall remain in full force and effect as if the unenforceable provision or part were deleted.

#### **ARTICLE 26 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 27 HEADINGS**

The article and section headings, captions, and titles contained herein are intended for convenience and reference only and are not intended to define, limit, or describe the scope or intent of any provision of this Agreement.

#### **ARTICLE 28 NOTICES**

All notices of any nature referred to in this Agreement shall be in writing and sent by registered or certified mail, postage prepaid, or by nationally recognized overnight carrier to the respective addresses set forth above or to such other addresses as the respective parties hereto may designate in writing.

#### **ARTICLE 29 PROVISIONS REQUIRED BY LAW**

Each and every provision and clause required by law to be inserted in or applicable to this Agreement shall be deemed to be inserted herein or applicable hereto and the Agreement shall be read and enforced as though such provisions and clauses were included herein.

#### **ARTICLE 30 CONTRACTOR'S REPRESENTATIONS AND WARRANTIES**

The Contractor represents and warrants to the City as follows:

That the Contractor is a legally existing business entity under the laws of its respective states of recording and has not previously filed, nor is presently contemplating filing, nor has received notice of a petition of, nor contemplates receiving notice of a petition of, bankruptcy, liquidation, receivership or any other action for the protection of creditors or debtors;

That the Contractor has the financial resources to complete the Project and the Work;

That the Contractor has, and has exercised, the required power and authority and has complied with all applicable legal requirements necessary to adopt, execute and deliver this Agreement and to assume

the responsibilities and obligations created hereunder; and

That this Agreement is duly executed and delivered by an authorized individual, in accordance with such individual's powers to bind the organization hereunder, and constitutes a valid and binding obligation enforceable in accordance with its terms, conditions and provisions.

**ARTICLE 31 GOVERNING LAW**

This Agreement shall be governed by the laws of the State of Connecticut without regard to its principles governing conflicts of laws.

**ARTICLE 32 INTERPRETATION**

As used in this Agreement:

- a. words of any gender will include the corresponding words of the gender that the context requires;
- b. the singular shall include the plural and vice versa as the context requires;
- c. "including" means "including, but not limited to," and other forms of the verb "to include" are to be interpreted similarly; and
- d. the words "will" and "shall" are used interchangeably and shall mean a mandatory obligation.

**IN WITNESS WHEREOF**, the City and the Contractor have duly executed this agreement on the day and year first above written.

Signed, Sealed and Delivered  
in the Presence of:

**CITY OF WEST HAVEN**

\_\_\_\_\_

By: \_\_\_\_\_  
Nancy R. Rossi  
Its Mayor  
Duly Authorized

\_\_\_\_\_

**A&S ELECTRICAL SERVICES, INC.**

\_\_\_\_\_

By: \_\_\_\_\_  
Tony Gonzalez  
Its \_\_\_\_\_  
Duly Authorized

\_\_\_\_\_

(Affix corporate seal of Contractor if a corporation)

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Mark J. Malaspina  
Carmody Torrance Sandak & Hennessey LLP

**EXHIBIT A**  
**PROJECT PROPOSAL**

**See Attached**

**EXHIBIT B**  
**INSURANCE**

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 (specified 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 – Minimum Limits Required:**

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

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

- \$1,000,000 Liability
- The Owner (The City of West Haven and all of its elected or appointed directors, officers, officials, agents, employees and members of all of its boards and commissions) will be included as an **Additional Insured** onto the Commercial Auto/Business Auto policy carried by the Contractor.
  
- The Business Auto/Commercial Auto policy carried by the Contractor shall contain a Waiver of Subrogation clause and the Contractor hereby agrees to waive the Contractor’s right of recovery against the Owner (the City of West Haven, and all of its elected or appointed directors, officers, officials, agents, employees and members of all of its boards and commissions).

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



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

4. **Professional Liability Insurance -- Minimum Limits required:**

- \$2,000,000 per occurrence
- \$3,000,000 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 CGL, Business Auto and Workers' Compensation/Employer Liability policies carried by the organization.
- The Umbrella/Excess Liability policy carried by the Contractor shall contain a Waiver of Subrogation clause and the Contractor hereby agrees to waive the Contractor's right of recovery against the Owner (the City of West Haven and all of its elected or appointed directors, officers, officials, agents, employees and members of all of its boards and commissions).

**No Limitation on Liability**

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

**Cancellation, Renewal and Modification**

The Contractor shall maintain in effect all insurance coverages required under this Agreement at the Contractor's sole expense and with insurance companies acceptable to the Owner. The policies shall contain a provision that the coverage will not be cancelled or non-renewed until at least thirty (30) days' prior written notice has been given to the Owner.

**INDEMNIFICATION:**

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 project.

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## EXHIBIT C

### FEDERAL FUNDING REQUIREMENTS

For purposes of this Exhibit C, 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 of 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" and "Buy American" requirements, if and to the extent applicable to the Project or any portion thereof.

**CONTRACT FOR INSTALLATION OF VIDEO SURVEILLANCE AND EMERGENCY CALL STATIONS AT THE WEST HAVEN BOARDWALK**

THIS CONTRACT FOR INSTALLATION OF VIDEO SURVEILLANCE AND EMERGENCY CALL STATIONS AT THE WEST HAVEN BOARDWALK ("Contract"), dated as of [REDACTED], 2023, by and between the City of West Haven ("Owner") and Omni Data, LLC, a Connecticut limited liability company ("Contractor").

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

**Article 1. Work.**

Contractor will provide the services, equipment and materials required for furnishing and installing (1) all new pole mounted and building mounted cameras; (2) outdoor PoE switches, switch enclosure and all related mounting hardware for cameras and switches; (3) pole mounted and building mounted emergency call stations and all related mounting hardware, furnishing, installing, splicing and terminating of fiber cabling per drawings; and (4) the new server rack, new rack mounted switch, rack mounted server, rack mounted UPS and fiber optics patch panels, as set forth in Exhibit A attached hereto and made a part hereof ("Work"), all in accordance with the Contract Documents, as defined in Article 5 of this Contract, on property that is located along the 1.8 mile West Haven Boardwalk at West Haven Beach, West Haven, CT 06516 ("Property"). Contractor shall coordinate with A&S Electrical Services, Inc. for the routing and installation of all fiber cabling conduits. The Work does not include the furnishing and installation of site trenching, backfilling, reseeding, asphalt and concrete replacement; installation of precast concrete pole bases, new poles, Quazite boxes for 120 volt conduit; or wiring, new circuit breakers, new receptacles, Quazite boxes and empty conduits with draglines for fiber cabling.

**Article 2. Contract Time.**

The Work will be completed in accordance with the schedule for lead time and on-site Work set forth in Exhibit B, with all Work to be completed on or before FEBRUARY 16, 2024 ("Completion Date"), subject to modifications in approved Change Orders, and subject to delays for matters beyond the reasonable control of Contractor. The Work will be considered completed when Owner issues a certification of completion stating the Work has been completed in accordance with the Contract Documents, and the final, unconditional certificate of occupancy has been issued by the responsible government authority, if required by law. Before starting the on-site Work, Contractor will submit to Owner for Owner's review and approval a progress schedule indicating the starting and completion dates of various stages of the Work.

**Article 3. Contract Price.**

Owner will pay to Contractor an amount equal to Two Hundred Nineteen Thousand Two Hundred Sixty-Eight Dollars and 05/100 (\$219,268.05) ("Contract Price") for completion

of the Work, itemized as set forth in Bid #2023-28 Part A Supply and Installation of "Blue Light" CCTV dated 8/1/2023.

**Article 4. Change Orders.**

Any increase or decrease in the Contract Price, change in the Work or change in the Contract Time must be set forth in a change order signed by Owner and Contractor ("Change Order").

**Article 5. Contract Documents.**

The "Contract Documents" shall mean this Contract, Exhibit A, Exhibit B, Exhibit C, Exhibit D, the plans, drawings and specifications for the Work, and any Change Orders.

**Article 6. Payment Procedures.**

**6.1 Progress Payments.** Contractor will submit to Owner a request for payment in a format required by Owner ("Request for Disbursement") that will cover completed and inspected Work in the immediately prior calendar month. Each Request for Disbursement shall contain a certification by Contractor that all information contained in Contractor's Ethics disclosure Affidavit submitted as a condition of the City entering into this Contract remains true and correct in all respects. Within forty-five (45) calendar days after a Request for Disbursement is presented to Owner, Owner will notify Contractor if Owner disputes all or any portion of the Request for Disbursement, and, in this event, Owner and Contractor will promptly meet to address such dispute. To the extent Owner does not dispute a Request for Disbursement, Owner will pay Contractor the full amount covered by the Request for Disbursement within forty-five (45) calendar days after it was presented to Owner.

**6.2 Final Payment.** Final payment of the balance of the Contract Price will be made in accordance with the following procedures:

- a. When Contractor considers the Work substantially complete, Contractor will notify Owner in writing. Within a reasonable time thereafter, Owner and Contractor will inspect the Work. Promptly after such inspection, Owner will deliver to Contractor a written punch list of the items that must be completed in order for the Work to reach final completion ("Final Completion"). Alternatively, Owner will deliver to Contractor a written statement that Final Completion has been reached because no punch list items remain to be completed.
- b. If Owner delivers a written punch list to Contractor, then Contractor will deliver to Owner a written notice that the Work is finally complete when Contractor believes that the punch list items have been completed. Then Owner and Contractor will promptly inspect the Work for completion of the punch list items. Promptly after such inspection, Owner will deliver to Contractor either (i) a written statement that Final Completion has been reached or (ii) another written punch list of the items that still must be completed in order for the Work to reach Final Completion for

which event the punch list procedure described above will be repeated until all punch list items have been completed.

- c. When Final Completion has been reached and after Contractor has delivered to Owner all maintenance and operating instructions, schedules, guarantees, certificates of inspection, marked-up record documents and other documents, Contractor may make application for final payment following the procedure for progress payments. The final Request for Disbursement will be accompanied by all documentation called for in the Contract Documents, together with complete and legally effective releases or waivers (satisfactory to Owner and Lender) of all potential liens arising out of or filed in connection with the Work.

#### **Article 7. Interest.**

Payments due and unpaid to Contractor will bear interest at the lesser of twelve percent (12%) *per annum* or the maximum rate allowed by law.

#### **Article 8. Contractor's Representation.**

To induce Owner to enter into this Contract, Contractor makes the following representation:

Contractor has familiarized itself with the nature and extent of the Contract Documents, Work site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the Work. Contractor is duly licensed to perform the Work as required by applicable state and local laws and regulations.

#### **Article 9. Contractor's Responsibilities.**

**9.1. Performance.** Contractor will perform the Work in accordance with the Contract Documents. Contractor will be solely responsible for the means, methods, techniques, sequences and procedures for the Work.

**9.2. Personnel.** Contractor will provide competent, suitable personnel fully capable to perform the Work as required by the Contract Documents. Contractor will at all times maintain good discipline and order at the Property.

**9.3. Furnished Items.** Contractor will furnish and be fully responsible for all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up and completion of the Work, except as provided by Owner.

**9.4. Materials.** All materials and equipment will be of good quality and new. All materials and equipment will be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable supplier.

**9.5. Subcontractors.** Contractor may not subcontract any of the Work without the prior written consent of Owner, which may be granted or withheld in Owner's sole and

exclusive discretion. Contractor will be fully responsible to Owner for all acts and omissions of its subcontractors, suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with Contractor just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents will create any contractual relationship between Owner and any such subcontractor, supplier or other person or organization, nor will it create any obligation on the part of Owner to pay any such subcontractor, supplier or other person or organization except as may otherwise be required by applicable laws and regulations. Contractor will give Lender the name, address and telephone number of each person that has a contract with Contractor to supply materials or labor for the Work.

**9.6. Permits; Inspections.** Contractor will obtain all construction permits and licenses and will pay for all such permits and licenses, except to the extent such permits and licenses are exempt from fees. Owner will assist Contractor, when necessary, in obtaining such permits and licenses. Contractor will arrange and coordinate all governmental inspections required for the Work. Contractor will give all notices and comply with all laws and regulations applicable to furnishing and performance of the Work.

**9.7. Taxes.** Contractor will pay all sales, consumer, use and other similar taxes required to be paid by Contractor in accordance with the laws and regulations of the place of the Work that are applicable during the performance of the Work. Owner represents that all completed Work is exempt from sales and use tax.

**9.8. Use of Premises.** Contractor will confine construction and installation equipment, the storage of materials and equipment, and the operations of workers to areas of the Property designated by Owner, and will not unreasonably encumber the Property with materials or equipment. Contractor will be fully responsible for any damage to the Property or areas contiguous thereto resulting from the performance of the Work. During the progress of the Work, Contractor will keep the Property free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work, Contractor will remove all waste materials, rubbish and debris from and about the Property as well as all tools, appliances, construction and installation equipment and machinery, and surplus materials, and will leave the Property clean and ready for occupancy by Owner.

**9.9. Record Documents.** Contractor will maintain in a safe place at the Property for Owner's access one record copy of all drawings, specifications, addenda, written amendments, Change Orders, and the like, in good order and annotated to show all changes made during construction, which will be delivered to Owner upon the expiration or earlier termination of this Agreement.

**9.10. Safety.** Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor will comply with all applicable laws and regulations relating to the safety of persons and/or property.

**9.11. Continuing the Work.** Contractor will carry on the Work and adhere to the progress schedule during all disputes or disagreements with Owner.



**9.12. Damage to the Work.** Contractor will repair or replace, at Contractor's sole expense, every portion of the Work that is damaged or destroyed prior to Final Completion, except to the extent such damage or destruction is caused by Owner.

**9.13. Warranty.** Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents, will not be defective and will be fit for its intended purpose. If within one (1) year after the later of the date of Final Completion or completion of warranty work, or such longer period of time as may be prescribed by applicable laws or regulations or by the terms of any specific provision or applicable special guarantee in the Contract Documents, any Work is found to be defective, not fit for its intended purpose or otherwise not in accordance with the Contract Documents, Contractor will promptly, without cost to Owner and in accordance with Owner's written instructions, either correct such Work, or if it has been rejected by Owner, remove it from the Property and replace it with Work that is not defective and is in compliance with the Contract Documents. If Contractor does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have such Work corrected or such Work removed and replaced, and all direct, indirect and consequential costs of such removal and replacement (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals) will be paid by Contractor. Contractor shall assign all manufacturers' and suppliers' warranties to Owner, effective upon expiration of the above-stated warranty period for Contractor's warranties.

**9.14. Indemnity and Hold Harmless.** Contractor will indemnify and hold harmless Owner against all losses, liabilities, costs, fees (including, without limitation, attorneys' fees), expenses, damages and economic detriment of any kind whatsoever that arises out of or results from performance of the Work, but only to the extent caused in whole or in part by the acts or omissions of Contractor, its subcontractors or agents.

**9.15 Related Work at Property.** Owner may perform other work at the Property that is not part of the Work by Owner's own forces or may let other direct contracts therefor. Contractor will afford Owner's own forces, and any other contractor who is a party to such a direct contract, proper and safe access to the Property and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work.

#### **Article 10. Contractor's Insurance.**

Contractor shall purchase and maintain the insurance policies required under Exhibit C attached hereto and made a part hereof, in accordance with the provisions of Exhibit C.

#### **Article 11. Termination.**

**11.1 Termination by Owner.** If Contractor breaches any of its obligations under this Contract, then Owner may give Contractor written notification identifying such breach. If Contractor has not cured such breach within seven (7) calendar days from its receipt of Owner's written notification, or if such breach cannot be cured within such seven (7) day

period, then if Contractor either (i) does not begin cure within such seven (7) day period or (ii) fails to diligently prosecute cure to completion, Owner may terminate this Contract and take possession of the Work. Alternatively, instead of terminating the Contract, Owner may cure the breach and deduct the cost thereof from amounts otherwise owed to Contractor.

**11.2 Termination by Contractor.** If Owner breaches any of its obligations under this Contract, then Contractor may give Owner written notification identifying such breach. If Owner has not cured such breach within seven (7) calendar days from its receipt of Contractor's written notification, or if such breach cannot be cured within such seven (7) day period, then if Owner either (i) does not begin cure within such seven (7) day period or (ii) fails to diligently prosecute cure to completion, Contractor may terminate this Contract.

**Article 12. Miscellaneous.**

**12.1.** Contractor may not assign any of its rights or delegate any of its obligations under this Contract without the prior written consent of Owner, which may be granted or withheld in Owner's sole and exclusive discretion.

**12.2.** This Contract shall be binding upon the parties hereto and their respective successors and permitted assigns.

**12.3.** This Contract and all issues, disputes and matters arising out of it will be governed by and construed in accordance with the laws of the State of Connecticut, exclusive of its body of law governing conflicts of laws.

**12.4.** This Contract may be modified, amended, changed, or otherwise altered (except as otherwise specifically provided herein), in whole or in part, only by an agreement in writing duly authorized and executed by both parties hereto.

**12.5.** The waiver of any breach of any of the provisions of this Contract by either party hereto shall not constitute a continuing waiver or a waiver of any subsequent breach by such party, either of the same or of another provision of this Contract.

**12.6.** Time is of the essence in the performance of this Contract.

**12.7.** This Contract contains the entire agreement between the parties hereto, and no statement, promise, or inducement made by either party hereto that is not contained or referenced in this Contract shall be valid or binding upon the parties hereto.

**12.8.** The article and section headings, captions, and titles contained herein are intended for convenience and reference only and are not intended to define, limit, or describe the scope or intent of any provision of this Contract.

**12.9.** Invalidation of any of the provisions of this Contract or of any paragraph, sentence, clause, phrase, or word herein, or the application thereof in any given circumstance, shall not affect the validity of the remainder of this Contract.

**12.10.** This Contract is being funded with federal funds under the American Rescue Plan Act, a/k/a ARPA. The parties hereto shall comply with all federal requirements applicable to this Contract and performance of the Work, including, without limitation, the requirements set forth in Exhibit D attached hereto and made a part hereof.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year first above written.

OWNER

CONTRACTOR

City of West Haven

Omni Data, LLC

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

By: \_\_\_\_\_  
Frank Kondor, CEO

Address for giving notices:

Address for giving notices:

Attn: Ken Camey  
City of West Haven  
355 Main Street, 3<sup>rd</sup> Floor  
West Haven, CT 06516

4 Industry Drive Extension  
Building 2  
P.O. Box 26653  
West Haven, CT 06516  
Attn: Frank Kondor, CEO

Approved as to form:

\_\_\_\_\_  
Mark J. Malaspina  
Carmody Torrance Sandak & Hennessey LLP

# EXHIBIT A

## SCOPE OF WORK

### Appendix A

#### **PART A - VIDEO SURVEILLANCE and EMERGENCY CALL STATIONS**

The Video Surveillance closed circuit camera and Emergency Call Station Contractor shall be responsible for furnishing and installing all new pole mounted and building mounted cameras, outdoor PoE switches, switch enclosure and all related mounting hardware for cameras and switches, pole mounted and building mounted emergency call stations and all related mounting hardware, furnishing, installing, splicing and terminating of fiber cabling per drawings and the new server rack, new rack mounted switch, rack mounted server, rack mounted UPS and fiber optics patch panels. This Contractor shall coordinate with Site Work Contractor for the routing and installation of all fiber cabling conduits.

This contractor's scope of work and responsibility shall be as indicated below, but not limited to:

- Furnishing and installing thirty-two (32) pole mounted and two (2) building mounted cameras, including pole mounts, building mounts, telescopic parapet mounts and any additional mounting hardware per plans and as required for a complete installation.
  - Furnishing and installing fourteen (14) pole mounted weathertight enclosure with din rail and pole mounting hardware per plans.
  - Furnishing and installing fourteen (14) PoE switches, power supply, SFP module, fiber patch enclosure, fiber adapter panel, fiber optic connector and surge protector located inside weathertight pole mounted enclosure per plans.
  - Furnishing and installing five (5) pole mounted emergency "Blue Light" call stations with mounting hardware and one (1) wall mounted emergency "Blue Light" call station with mounting hardware per plans.
  - Furnishing and installing one (1) new wall mounted cabinet, one (1) rack mounted UPS, one (1) rack mounted power distribution unit (PDU), one (1) SFP fiber switch, one (1) SFP fiber module, one (1) 16 port PoE switch, one (1) 2U fiber optics patch panel enclosure, one (1) 1U fiber optics patch panel enclosure, one (1) fiber adapter panel.
- One (1) blank adapter panel and one (1) fiber optics connector per plans.
- Furnish and install 6 strand, single mode, indoor/outdoor, 24 strand, single mode, indoor/outdoor and 36 strand, single mode, indoor/outdoor fiber cabling per plans.

The shall provide within the server provisions and the capability for the Police Department to remote access to through the server, the cameras and call stations from Police Command Center at Police Headquarters.

## Appendix A

The following set of drawings; CCTV-001, CCTV-1, CCTV-2, CCTC-3, CCTV-4, CCTV-5, CCTV-6, CCTV-7, dated April 24, 2023 indicates the entire scope of the project, The site scope of work indicated is to be used by the video surveillance CCTV and emergency call stations for informational purposes only and shall not be included in the Video Surveillance (CCTV) and Emergency Call Stations bid. other than for coordination purposes.

**Excluded from the Video Surveillance (CCTV) and Emergency Call Station Contractor's scope of work is the furnishing and installation of all site trenching, backfilling, reseeding, asphalt and concrete replacement, precast concrete pole bases, new poles, Quazite boxes for 120 volt conduit and wiring, new circuit breakers, new receptacles, Quazite boxes and empty conduits with draglines for fiber cabling.**

**EXHIBIT B  
WORK SCHEDULE**

On-Site Work Begins: \_\_\_\_\_, 202

Completion Date: \_\_\_\_\_, 202

## EXHIBIT C

### CONTRACTOR'S INSURANCE

Prior to the commencement of the Services, and as a condition of site access, the Contractor shall deliver to the City (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 – Minimum Limits Required:**

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



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

- \$1,000,000 Liability
- The Owner (The City of West Haven and all of its elected or appointed directors, officers, officials, agents, employees and members of all of its boards and commissions) will be included as an **Additional Insured** onto the Commercial Auto/Business Auto policy carried by the Contractor.
- The Business Auto/Commercial Auto policy carried by the Contractor shall contain a Waiver of Subrogation clause and the Contractor hereby agrees to waive the Contractor's right of recovery against the Owner (the City of West Haven, and all of its elected or appointed directors, officers, officials, agents, employees and members of all of its boards and commissions).

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

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

**4. Professional Liability Insurance – Minimum Limits required:**

- \$2,000,000 per occurrence
- \$3,000,000 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 CGL, Business Auto and Workers' Compensation/Employer Liability policies carried by the organization.
- The Umbrella/Excess Liability policy carried by the Contractor shall contain a Waiver of Subrogation clause and the Contractor hereby agrees to waive the Contractor's right of recovery against the Owner (the City of West Haven and all of its elected or appointed directors, officers, officials, agents, employees and members of all of its boards and commissions).

**No Limitation on Liability**

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

**Cancellation, Renewal and Modification**

The Contractor shall maintain in effect all insurance coverages required under this agreement at the Contractor's sole expense and with insurance companies acceptable to the Owner. The policies shall contain a provision that the coverage will not be cancelled or non-renewed until at least thirty (30) days' prior written notice has been given to the Owner.

**INDEMNIFICATION:**

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 project.

## EXHIBIT D: FEDERAL REQUIREMENTS

For purposes of this Exhibit D, the term “contract” shall mean this Contract, and the term “contractor” shall mean the Contractor. 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 of 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" and "Buy American" requirements, if and to the extent applicable to the Project or any portion thereof.

Open Item List  
To Be Provided Separately

West Haven Monthly Financials  
Pending - To be Provided Separately

West Haven BOE Bus Contract  
To Be Provided Separately

## Town of Sprague Budget Status as of June 30, 2023

### Summary

As of the end of June 2023, total revenues collected are 104% 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 101% of the total budgeted amount.

Total expenditures as of 06/30/23 are at 97% of budget. This is on par with expenditures for the same period in FY 2021/22 which were also 97% of the budget.

<i>Budget Category</i>	FY 2022/2023			<b>Same Period Prior Year</b>
	<b>Budget</b>	<b>Year to Date</b>	<b>Year to Date %</b>	
Property Taxes	6,568,716	6,597,959	100%	101%
State Education Grants	2,682,435	2,685,918	100%	100%
Other State Grants	437,049	599,101	137%	102%
Other Revenue	263,113	428,620	163%	112%
<b>Total General Fund Revenues</b>	<b>9,951,313</b>	<b>10,311,598</b>	<b>104%</b>	<b>101%</b>
Town/Municipal Expenditures	3,000,124	2,769,812	92%	97%
Board of Education Expenditures	6,895,693	6,791,576	98%	97%
<b>Total General Fund Expenditures</b>	<b>9,895,817</b>	<b>9,561,388</b>	<b>97%</b>	<b>97%</b>

The attached Budget vs. Actual report provides a detailed report of all revenues and expenditures as of the end of June. At this time, on the revenue side, two significant positive variances are expected for interest income (5300-1) and other income (5400-5) in the amount of approximately \$88,400 and \$64,000, respectively. 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 June 30, 2023 of the current fiscal year are at 100% of the budgeted amount. This is one par with the prior year property tax revenue collections which were 101% of the budgeted amount.

State Grants make up 31.3% of total budgeted revenues. As of the end of June 2023, the Town has received 105% of its budgeted State grant revenue. This is slightly higher than the 100% 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 \$428,620 and are at 163% of the total budgeted amount. Collections in the prior year were 112% of the budgeted amount. The increase in the current year is mainly due to the increased amount of interest income and scrap metal settlement monies received.

### Expenditures

Departmental and other operating expenditures as of June 2023 tend to range between 90% and 100% 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 (100% year-to-date), insurance premiums (92% year-to-date) and maintenance contracts (92% year-to-date) tend to be invoiced in one or several installments. Similarly, payments on bond principal (100% year-to-date) and interest (100% 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 \$6,791,576 or 98% of total budget. For the same period last fiscal year, Board of Education expenditures were 97% 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. Additionally, the Town and BOE are still in the process of closing out and reconciling the FY23 expenditures.)

**Town of Sprague**  
**BOF Budget vs. Actual**  
**with YE estimated totals**  
 July 2022 through June 2023

	Prior Three Months Totals			Current Year Totals				Comparison	Estimated Year-End Totals				
	April 2023	May 2023	June 2023	Budget	Year to Date	\$ Remaining	% of Budget		Same Period PY %	Year-End Est.	Budget	\$ Remaining	% of Budget
<b>Ordinary Income/Expense</b>													
<b>Income</b>													
<b>5000 - Taxes</b>													
5000-1 - Current Taxes	31,889	27,236	16,006	6,130,716	6,167,198	36,482	101%	101%	6,167,198	6,130,716	36,482	101%	
5000-2 - Current Interest & Lien Fees	3,551	3,830	2,845	20,000	33,293	13,293	166%	137%	33,293	20,000	13,293	166%	
5000-3 - Prior Year Tax	7,042	2,443	6,307	125,000	98,496	(26,504)	79%	83%	98,496	125,000	(26,504)	79%	
5000-4 - Prior Year Interest/Lien Fees	2,390	773	4,594	35,000	37,085	2,085	106%	94%	37,085	35,000	2,085	106%	
5000-5 - Current Supp MV Tax	2,103	2,584	3,988	72,000	69,851	(2,149)	97%	137%	69,851	72,000	(2,149)	97%	
5000-6 - Firefighter Tax Abatement	-	-	-	(14,000)	-	14,000	0%	0%	-	(14,000)	14,000	0%	
5000-7 - PILOT Solar Farm	-	-	-	200,000	200,005	5	100%	100%	200,005	200,000	5	100%	
5000-8 - Tax & Applic. Refunds (contra)	(483)	-	-	-	(1,937)	(1,937)	100%	100%	(1,937)	-	(1,937)	100%	
5000-9 - Tax Overpymnts Ret'd (contra)	-	-	(1,745)	-	(6,032)	(6,032)	100%	100%	(6,032)	-	(6,032)	100%	
<b>Total 5000 - Taxes</b>	<b>46,492</b>	<b>36,866</b>	<b>31,995</b>	<b>6,568,716</b>	<b>6,597,959</b>	<b>29,243</b>	<b>100%</b>	<b>101%</b>	<b>6,597,959</b>	<b>6,568,716</b>	<b>29,243</b>	<b>100%</b>	
<b>5100 - State Grants-School</b>													
5100-1 - ECS - Assis. to Towns for Educ.	1,339,372	-	-	2,682,435	2,685,918	3,483	100%	100%	2,685,918	2,682,435	3,483	100%	
<b>Total 5100 - State Grants-School</b>	<b>1,339,372</b>	<b>-</b>	<b>-</b>	<b>2,682,435</b>	<b>2,685,918</b>	<b>3,483</b>	<b>100%</b>	<b>100%</b>	<b>2,685,918</b>	<b>2,682,435</b>	<b>3,483</b>	<b>100%</b>	
<b>5200 - State Grants-Local</b>													
5200-1 - Telecomm. Property Tax Grant	5,570	-	-	4,500	5,570	1,070	124%	90%	5,570	4,500	1,070	124%	
5200-10 - Judicial 10th Circuit Court	175	-	520	1,000	1,595	595	160%	127%	1,595	1,000	595	160%	
5200-11 - SLA - Emergency Mgmt. Agency	-	-	-	2,800	-	(2,800)	0%	0%	-	2,800	(2,800)	0%	
5200-13 - St. Police O/T	-	-	-	-	-	-	0%	0%	-	-	-	0%	
5200-14 - Town Aid Roads	-	-	-	-	-	-	0%	100%	-	-	-	0%	
5200-16 - Elderly & Disabled Transp Grant	-	-	-	8,543	2,848	(5,695)	33%	67%	2,848	8,543	(5,695)	33%	
5200-18 - Motor Vehicle Transition Grant	-	-	-	-	81,967	81,967	100%	0%	81,967	-	81,967	100%	
5200-2 - Municipal Rev Sharing-Muni Proj	-	-	386,528	386,528	473,408	86,880	122%	102%	473,408	386,528	86,880	122%	
5200-4 - PILOT - State Property	-	-	-	14,278	14,378	100	101%	232%	14,378	14,278	100	101%	
5200-5 - Mashantucket Pequot Grant	-	-	5,826	17,479	17,478	(1)	100%	100%	17,478	17,479	(1)	100%	
5200-6 - Veterans Tax Relief	-	-	-	1,160	1,160	-	100%	92%	1,160	1,160	-	100%	
5200-7 - Disability Exemption Reimb.	-	-	-	761	697	(64)	92%	80%	697	761	(64)	92%	
<b>Total 5200 - State Grants-Local</b>	<b>5,745</b>	<b>-</b>	<b>392,874</b>	<b>437,049</b>	<b>599,101</b>	<b>162,052</b>	<b>137%</b>	<b>102%</b>	<b>599,101</b>	<b>437,049</b>	<b>162,052</b>	<b>137%</b>	
<b>5300 - Local Revenues</b>													
5300-1 - Interest Income	10,326	16,209	15,978	1,500	89,901	88,401	5993%	187%	89,901	1,500	88,401	5993%	
5300-10 - Permit Fees, P&Z, Inland & Wetl	1,176	633	801	3,500	10,587	7,087	302%	21%	10,587	3,500	7,087	302%	
5300-13 - Landfill Receipts	1,444	4,164	5,049	23,000	31,572	8,572	137%	77%	31,572	23,000	8,572	137%	
5300-14 - Newsletter Ads	-	-	-	2,000	2,321	321	116%	12%	2,321	2,000	321	116%	
5300-15 - Marriage Licenses	32	16	16	150	192	42	128%	128%	192	150	42	128%	
5300-16 - Sportsmans Licenses	16	7	3	150	82	(68)	55%	67%	82	150	(68)	55%	
5300-17 - Farmland Preservation	45	126	72	950	933	(17)	98%	113%	933	950	(17)	98%	
5300-2 - Licenses,Burial, Crem, Pis, Liq	-	105	200	1,000	2,300	1,300	230%	136%	2,300	1,000	1,300	230%	
5300-3 - Building Inspector Fees	1,245	6,260	2,410	25,000	26,718	1,718	107%	67%	26,718	25,000	1,718	107%	
5300-4 - Dog License Fees	-	4	799	1,300	1,275	(25)	98%	77%	1,275	1,300	(25)	98%	
5300-5 - Sundry Receipts, faxes, etc	-	7	2	400	38	(362)	10%	28%	38	400	(362)	10%	
5300-6 - Recording Land Rec,maps, trade	904	1,484	905	10,000	12,641	2,641	126%	192%	12,641	10,000	2,641	126%	
5300-8 - Conveyance Tax	3,843	4,367	4,375	17,000	36,477	19,477	215%	234%	36,477	17,000	19,477	215%	
5300-9 - Copies	320	762	410	5,000	5,085	85	102%	146%	5,085	5,000	85	102%	
<b>Total 5300 - Local Revenues</b>	<b>19,351</b>	<b>34,144</b>	<b>31,020</b>	<b>90,950</b>	<b>220,122</b>	<b>129,172</b>	<b>242%</b>	<b>120%</b>	<b>220,122</b>	<b>90,950</b>	<b>129,172</b>	<b>242%</b>	
<b>5400 - Misc Revenues</b>													
5400-1 - Trans. Subsidy from SCRRA	-	-	-	2,000	-	(2,000)	0%	0%	-	2,000	(2,000)	0%	
5400-5 - Other Revenues	100	100	53,475	-	64,139	64,139	100%	100%	64,139	-	64,139	100%	
5400-6 - Waste Management	8,107	6,921	18,181	52,000	79,125	27,125	152%	112%	79,125	52,000	27,125	152%	
<b>Total 5400 - Misc Revenues</b>	<b>8,207</b>	<b>7,021</b>	<b>71,656</b>	<b>54,000</b>	<b>143,264</b>	<b>89,264</b>	<b>265%</b>	<b>132%</b>	<b>143,264</b>	<b>54,000</b>	<b>89,264</b>	<b>265%</b>	
5500-3 - Resv. Dam Proj. - Prinp. S&W	-	-	-	45,000	45,000	-	100%	100%	45,000	45,000	-	100%	
5500-4 - Resv. Dam Proj. - Int. W & S	-	-	-	20,234	20,234	-	100%	94%	20,234	20,234	-	100%	
5800 - Transfer in of Capitalized Interest for Bond	-	-	52,929	52,929	52,929	-	100%	100%	52,929	52,929	-	100%	
<b>Total Income</b>	<b>1,419,167</b>	<b>78,031</b>	<b>527,545</b>	<b>9,951,313</b>	<b>10,364,527</b>	<b>413,214</b>	<b>104%</b>	<b>101%</b>	<b>10,364,527</b>	<b>9,951,313</b>	<b>413,214</b>	<b>104%</b>	
<b>Gross Profit</b>	<b>1,419,167</b>	<b>78,031</b>	<b>527,545</b>	<b>9,951,313</b>	<b>10,364,527</b>	<b>413,214</b>	<b>104%</b>	<b>101%</b>	<b>10,364,527</b>	<b>9,951,313</b>	<b>413,214</b>	<b>104%</b>	

**Town of Sprague**  
**BOF Budget vs. Actual**  
**with YE estimated totals**  
 July 2022 through June 2023

	Prior Three Months Totals			Current Year Totals				Comparison	Estimated Year-End Totals				
	April 2023	May 2023	June 2023	Budget	Year to Date	\$ Remaining	% of Budget		Same Period PY %	Year-End Est.	Budget	\$ Remaining	% of Budget
<b>Expense</b>													
6000 · Board of Selectmen													
6000-1 · First Selectman	3,202	3,202	4,802	41,621	41,624	3	100%	100%	41,624	41,621	3	100%	
6000-2 · Selectman 2	100	100	100	1,200	1,200	-	100%	100%	1,200	1,200	-	100%	
6000-3 · Selectman 3	100	100	100	1,200	1,200	-	100%	100%	1,200	1,200	-	100%	
6000-4 · Selectman office Sup, Misc.	-	53	-	1,401	1,395	(6)	100%	104%	1,395	1,401	(6)	100%	
6000-5 · Selectman - Mileage	-	-	484	1,000	484	(516)	48%	29%	484	1,000	(516)	48%	
6000-6 · Selectman Executive Assistant	2,856	2,856	4,284	37,128	37,654	526	101%	109%	37,654	37,128	526	101%	
<b>Total 6000 · Board of Selectmen</b>	<b>6,258</b>	<b>6,311</b>	<b>9,770</b>	<b>83,550</b>	<b>83,557</b>	<b>7</b>	<b>100%</b>	<b>103%</b>	<b>83,557</b>	<b>83,550</b>	<b>7</b>	<b>100%</b>	
6005 · Elections													
6005-1 · Election Salaries	883	330	355	6,402	5,623	(779)	88%	67%	5,623	6,402	(779)	88%	
6005-2 · Election Misc.	1,006	319	325	15,708	11,737	(3,971)	75%	51%	11,737	15,708	(3,971)	75%	
<b>Total 6005 · Elections</b>	<b>1,889</b>	<b>649</b>	<b>680</b>	<b>22,110</b>	<b>17,360</b>	<b>(4,750)</b>	<b>79%</b>	<b>56%</b>	<b>17,360</b>	<b>22,110</b>	<b>(4,750)</b>	<b>79%</b>	
6010 · Board of Finance													
6010-2 · BOF - Town Rpt, Sup.	-	-	228	188	228	40	121%	121%	228	188	40	121%	
<b>Total 6010 · Board of Finance</b>	<b>-</b>	<b>-</b>	<b>228</b>	<b>188</b>	<b>228</b>	<b>40</b>	<b>121%</b>	<b>121%</b>	<b>228</b>	<b>188</b>	<b>40</b>	<b>121%</b>	
6011 · Auditing	-	-	3,050	25,850	18,100	(7,750)	70%	74%	18,100	25,850	(7,750)	70%	
6012 · Bookkeeper													
6012-1 · Bookkeeper - Salary	2,249	2,060	3,286	29,353	29,459	106	100%	103%	29,459	29,353	106	100%	
6012-2 · Bookkeeper-Support	-	-	-	900	510	(390)	57%	92%	510	900	(390)	57%	
<b>Total 6012 · Bookkeeper</b>	<b>2,249</b>	<b>2,060</b>	<b>3,286</b>	<b>30,253</b>	<b>29,969</b>	<b>(284)</b>	<b>99%</b>	<b>103%</b>	<b>29,969</b>	<b>30,253</b>	<b>(284)</b>	<b>99%</b>	
6015 · Assessors													
6015-1 · Assessors, Salary	1,757	1,757	2,635	22,835	22,840	5	100%	100%	22,840	22,835	5	100%	
6015-4 · Assessors, Travel Expense	-	-	-	300	-	(300)	0%	100%	-	300	(300)	0%	
6015-5 · Assessors, Sch,Wrkshp, Seminars	-	-	-	-	-	-	0%	0%	-	-	-	0%	
6015-6 · Assess. Misc. Supplies, Postage	193	53	566	1,500	1,405	(95)	94%	74%	1,405	1,500	(95)	94%	
6015-7 · Assess. Map updts, Pric.Manuls	-	-	-	-	-	-	0%	0%	-	-	-	0%	
<b>Total 6015 · Assessors</b>	<b>1,950</b>	<b>1,810</b>	<b>3,201</b>	<b>24,635</b>	<b>24,245</b>	<b>(390)</b>	<b>98%</b>	<b>94%</b>	<b>24,245</b>	<b>24,635</b>	<b>(390)</b>	<b>98%</b>	
6025 · Tax Collector													
6025-1 · Tax Collector, Salary	2,124	2,124	3,185	27,607	27,610	3	100%	100%	27,610	27,607	3	100%	
6025-4 · Tax Collector Misc. Sup. Sch.	24	50	-	700	323	(377)	46%	52%	323	700	(377)	46%	
6025-5 · Tax Collector, Postage	-	-	-	1,900	2,327	427	122%	67%	2,327	1,900	427	122%	
<b>Total 6025 · Tax Collector</b>	<b>2,148</b>	<b>2,174</b>	<b>3,185</b>	<b>30,207</b>	<b>30,260</b>	<b>53</b>	<b>100%</b>	<b>98%</b>	<b>30,260</b>	<b>30,207</b>	<b>53</b>	<b>100%</b>	
6030 · Town Treasurer	200	200	200	2,400	2,400	-	100%	100%	2,400	2,400	-	100%	
6035 · Town Counsel & Financial Advsr													
6035-1 · Town Counsel	1,490	812	1,325	45,000	13,422	(31,578)	30%	105%	13,422	45,000	(31,578)	30%	
6035-2 · Financial Advisor	-	-	570	3,000	1,570	(1,430)	52%	83%	1,570	3,000	(1,430)	52%	
<b>Total 6035 · Town Counsel &amp; Financial Advsr</b>	<b>1,490</b>	<b>812</b>	<b>1,895</b>	<b>48,000</b>	<b>14,992</b>	<b>(33,008)</b>	<b>31%</b>	<b>102%</b>	<b>14,992</b>	<b>48,000</b>	<b>(33,008)</b>	<b>31%</b>	
6040 · Town Clerk													
6040-1 · Town Clerk, Salary	3,967	3,967	5,950	51,569	51,570	1	100%	100%	51,570	51,569	1	100%	
6040-2 · Town Clerk, Office Sup, Misc.	150	-	114	1,463	654	(809)	45%	101%	654	1,463	(809)	45%	
6040-3 · Town Clerk, Dog Licenses	-	242	24	350	266	(84)	76%	38%	266	350	(84)	76%	
6040-4 · Town Clerk, School	-	110	10	1,156	1,197	41	104%	128%	1,197	1,156	41	104%	
6040-5 · Town Clerk, Microfm(Security)	146	-	-	400	146	(254)	37%	46%	146	400	(254)	37%	
<b>Total 6040 · Town Clerk</b>	<b>4,263</b>	<b>4,319</b>	<b>6,098</b>	<b>54,938</b>	<b>53,833</b>	<b>(1,105)</b>	<b>98%</b>	<b>100%</b>	<b>53,833</b>	<b>54,938</b>	<b>(1,105)</b>	<b>98%</b>	
6045 · Telephone Services/DSL/Website	1,052	1,043	1,866	12,169	13,619	1,450	112%	104%	13,619	12,169	1,450	112%	
6050 · Pool Secretaries													
6050-1 · Pool Sec,Salary-Asst Town Clerk	1,692	1,792	2,807	24,331	23,904	(427)	98%	103%	23,904	24,331	(427)	98%	
6050-2 · Pool Sec, Salary-Land Use Clerk	2,520	2,547	3,857	36,229	30,074	(6,155)	83%	105%	30,074	36,229	(6,155)	83%	
<b>Total 6050 · Pool Secretaries</b>	<b>4,212</b>	<b>4,339</b>	<b>6,664</b>	<b>60,560</b>	<b>53,978</b>	<b>(6,582)</b>	<b>89%</b>	<b>104%</b>	<b>53,978</b>	<b>60,560</b>	<b>(6,582)</b>	<b>89%</b>	
6055 · Town Off. Bldg.													
6055-1 · Town Off. Bldg.Janitorial Serv	715	-	2,145	9,900	8,580	(1,320)	87%	93%	8,580	9,900	(1,320)	87%	
6055-2 · Town Off. Bldg. Sup. Maint.	170	193	170	2,000	1,802	(198)	90%	71%	1,802	2,000	(198)	90%	
6055-3 · Town Off/Sen.Ctr.- Bldg.Heat	1,054	756	(1,396)	14,000	11,926	(2,074)	85%	108%	11,926	14,000	(2,074)	85%	
6055-4 · Town Off Bldg/Sen Ctr - Lights	935	898	1,673	11,876	10,851	(1,025)	91%	119%	10,851	11,876	(1,025)	91%	
6055-5 · Town Off. Bldg. rpr & renov.	1,080	(1,947)	1,126	5,000	12,615	7,615	252%	334%	12,615	5,000	7,615	252%	
<b>Total 6055 · Town Off. Bldg.</b>	<b>3,954</b>	<b>(100)</b>	<b>3,718</b>	<b>42,776</b>	<b>45,774</b>	<b>2,998</b>	<b>107%</b>	<b>135%</b>	<b>45,774</b>	<b>42,776</b>	<b>2,998</b>	<b>107%</b>	

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	Prior Three Months Totals			Current Year Totals				Comparison	Estimated Year-End Totals				
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6100 · P & Z Comm.													
6100-1 · P & Z Comm. Enfc. Off.	578	578	867	7,518	7,514	(4)	100%	100%	7,514	7,518	(4)	100%	
6100-2 · P & Z Comm. Planner	3,563	(1,632)	3,990	11,500	12,137	637	106%	105%	12,137	11,500	637	106%	
<b>Total 6100 · P &amp; Z Comm.</b>	<b>4,141</b>	<b>(1,054)</b>	<b>4,857</b>	<b>19,018</b>	<b>19,651</b>	<b>633</b>	<b>103%</b>	<b>103%</b>	<b>19,651</b>	<b>19,018</b>	<b>633</b>	<b>103%</b>	
6111 · Land Use Miscellaneous	-	131	20	500	283	(217)	57%	77%	283	500	(217)	57%	
6115 · Ec. Devel.	-	-	-	900	225	(675)	25%	100%	225	900	(675)	25%	
6120 · Conservation Commission													
6120-2 · Training workshop	-	-	-	100	-	(100)	0%	0%	-	100	(100)	0%	
6120-4 · Miscellaneous	-	-	-	1,000	67	(933)	7%	30%	67	1,000	(933)	7%	
<b>Total 6120 · Conservation Commission</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>1,100</b>	<b>67</b>	<b>(1,033)</b>	<b>6%</b>	<b>27%</b>	<b>67</b>	<b>1,100</b>	<b>(1,033)</b>	<b>6%</b>	
6150 · Conservation Wetlands Enf Off	-	-	-	7,000	780	(6,220)	11%	67%	780	7,000	(6,220)	11%	
6200 · Highways													
6200-1 · Highways, General Maintenance	3,468	2,091	1,788	49,000	63,077	14,077	129%	136%	63,077	49,000	14,077	129%	
6200-10 · Drug & Alcohol Testing	-	150	150	500	300	(200)	60%	70%	300	500	(200)	60%	
6200-2 · Highways, Public Works Salary	18,838	14,231	24,092	239,303	205,891	(33,412)	86%	97%	205,891	239,303	(33,412)	86%	
6200-3 · Highways, Misc. o/t labor.	647	2,481	533	28,000	19,648	(8,352)	70%	93%	19,648	28,000	(8,352)	70%	
6200-4 · Boots - Highways	319	60	1,162	2,500	2,343	(157)	94%	79%	2,343	2,500	(157)	94%	
6200-5 · Storm Materials	-	-	-	27,500	26,329	(1,171)	96%	89%	26,329	27,500	(1,171)	96%	
6200-6 · Highways, Roadway Mgmt.	2,060	1,104	3,182	40,000	37,842	(2,158)	95%	194%	37,842	40,000	(2,158)	95%	
6200-7 · Highways, Town Garage	556	178	175	8,000	3,285	(4,715)	41%	34%	3,285	8,000	(4,715)	41%	
6200-8 · Stormwater Permit Fees(Phasell)	-	-	-	8,500	-	(8,500)	0%	0%	-	8,500	(8,500)	0%	
<b>Total 6200 · Highways</b>	<b>25,888</b>	<b>20,295</b>	<b>31,082</b>	<b>403,303</b>	<b>358,715</b>	<b>(44,588)</b>	<b>89%</b>	<b>107%</b>	<b>358,715</b>	<b>403,303</b>	<b>(44,588)</b>	<b>89%</b>	
6202 · Tree Maintenance													
6202-1 · Tree Warden	-	-	-	2,250	1,125	(1,125)	50%	100%	1,125	2,250	(1,125)	50%	
6202-2 · Tree Warden- Training Seminars	-	-	1,160	350	1,375	1,025	393%	81%	1,375	350	1,025	393%	
6202-3 · Tree Pruning, Removal, Replacme	-	-	5,750	12,000	11,931	(69)	99%	69%	11,931	12,000	(69)	99%	
6202-4 · Tree Warden Mileage	-	-	159	400	227	(173)	57%	74%	227	400	(173)	57%	
<b>Total 6202 · Tree Maintenance</b>	<b>-</b>	<b>-</b>	<b>7,069</b>	<b>15,000</b>	<b>14,658</b>	<b>(342)</b>	<b>98%</b>	<b>74%</b>	<b>14,658</b>	<b>15,000</b>	<b>(342)</b>	<b>98%</b>	
6205 · Street Lighting													
6205-1 · Street Lighting	1,627	1,437	2,577	18,500	18,831	331	102%	87%	18,831	18,500	331	102%	
6205-2 · Repairs	-	-	-	2,000	-	(2,000)	0%	0%	-	2,000	(2,000)	0%	
<b>Total 6205 · Street Lighting</b>	<b>1,627</b>	<b>1,437</b>	<b>2,577</b>	<b>20,500</b>	<b>18,831</b>	<b>(1,669)</b>	<b>92%</b>	<b>87%</b>	<b>18,831</b>	<b>20,500</b>	<b>(1,669)</b>	<b>92%</b>	
6300 · Social Security	3,917	3,717	5,732	56,880	49,361	(7,519)	87%	96%	49,361	56,880	(7,519)	87%	
6310 · Deferred Compensation	1,191	1,191	1,786	15,479	15,482	3	100%	111%	15,482	15,479	3	100%	
6400 · Regional Agencies													
6400-1 · Reg. Agency - TVCCA	-	-	-	1,100	1,100	-	100%	100%	1,100	1,100	-	100%	
6400-10 · RegAgency-SSAC of Eastern CT	-	-	-	300	300	-	100%	100%	300	300	-	100%	
6400-11 · RegAg-SE CT Enterpr Reg	-	-	-	1,038	1,038	-	100%	100%	1,038	1,038	-	100%	
6400-12 · RegAgcy-Regional Animal Control	-	-	-	9,811	9,811	-	100%	100%	9,811	9,811	-	100%	
6400-2 · Reg. Agency - Cncl. of Gvnt	-	1,632	-	1,632	1,632	-	100%	100%	1,632	1,632	-	100%	
6400-3 · Reg. Agency - Soil/Wtr. Con.	-	-	-	300	368	68	123%	100%	368	300	68	123%	
6400-4 · Reg. Agency - Women's Center	-	-	-	250	250	-	100%	1000%	250	250	-	100%	
6400-5 · Uncas Health District	-	4,989	-	19,956	19,956	-	100%	100%	19,956	19,956	-	100%	
6400-6 · Reg. Agency - CCM	-	-	-	2,032	2,032	-	100%	100%	2,032	2,032	-	100%	
6400-7 · Reg. Agency - Norwich PrbCrt	550	-	-	2,199	2,200	1	100%	99%	2,200	2,199	1	100%	
6400-8 · Council of Small Towns (COST)	-	-	-	975	975	-	100%	100%	975	975	-	100%	
6400-9 · Quinebaug Walking Weekends	-	-	-	500	500	-	100%	0%	500	500	-	100%	
<b>Total 6400 · Regional Agencies</b>	<b>550</b>	<b>6,621</b>	<b>-</b>	<b>40,093</b>	<b>40,162</b>	<b>69</b>	<b>100%</b>	<b>99%</b>	<b>40,162</b>	<b>40,093</b>	<b>69</b>	<b>100%</b>	
6500 · Insurance													
6500-1 · Insurance, General Town	-	-	-	36,440	31,437	(5,003)	86%	76%	31,437	36,440	(5,003)	86%	
6500-2 · Insurance, Fire Department	-	-	-	18,051	18,048	(3)	100%	100%	18,048	18,051	(3)	100%	
6500-4 · Insurance, Water & Sewer Plants	-	-	-	8,633	8,632	(1)	100%	100%	8,632	8,633	(1)	100%	
6500-5 · Insurance, CIRMA (Workers Comp)	-	-	-	40,069	18,238	(21,831)	46%	79%	18,238	40,069	(21,831)	46%	
6500-6 · Insurance, Empl. Medical Ins.	16,176	300	16,480	162,476	172,255	9,779	106%	78%	172,255	162,476	9,779	106%	
6500-7 · Employee Insurance Waiver	121	121	121	6,450	1,452	(4,998)	23%	163%	1,452	6,450	(4,998)	23%	
<b>Total 6500 · Insurance</b>	<b>16,297</b>	<b>421</b>	<b>16,601</b>	<b>272,119</b>	<b>250,062</b>	<b>(22,057)</b>	<b>92%</b>	<b>81%</b>	<b>250,062</b>	<b>272,119</b>	<b>(22,057)</b>	<b>92%</b>	
6600 · Police Department													
6600-1 · Police Dept. Resident Trooper	-	159,608	-	182,006	160,263	(21,743)	88%	102%	160,263	182,006	(21,743)	88%	
6600-2 · Police Dept., O/T 50% contra	-	-	-	5,000	-	(5,000)	0%	0%	-	5,000	(5,000)	0%	
6600-3 · Police Dept. DARE Program	-	-	-	300	-	(300)	0%	0%	-	300	(300)	0%	
6600-4 · Police Dept., Supplies, Misc.	55	140	65	5,070	720	220	144%	25%	720	500	220	144%	
6600-5 · Police Dept.- Sch. Crs. Guard	476	560	540	5,070	5,076	6	100%	114%	5,076	5,070	6	100%	
<b>Total 6600 · Police Department</b>	<b>531</b>	<b>160,308</b>	<b>605</b>	<b>192,876</b>	<b>166,059</b>	<b>(26,817)</b>	<b>86%</b>	<b>99%</b>	<b>166,059</b>	<b>192,876</b>	<b>(26,817)</b>	<b>86%</b>	

**Town of Sprague**  
**BOF Budget vs. Actual**  
**with YE estimated totals**  
 July 2022 through June 2023

	Prior Three Months Totals			Current Year Totals				Comparison	Estimated Year-End Totals				
	April 2023	May 2023	June 2023	Budget	Year to Date	\$ Remaining	% of Budget		Same Period PY %	Year-End Est.	Budget	\$ Remaining	% of Budget
<b>6605 · Fire Dept.</b>													
6605-1 · Fire Dept., Vehicle Maint.	60	-	42,914	24,000	48,188	24,188	201%	74%	48,188	24,000	24,188	201%	
6605-2 · Fire Dept, Fixed Expenses	2,862	1,765	2,660	36,300	34,389	(1,911)	95%	132%	34,389	36,300	(1,911)	95%	
6605-3 · Fire Dept. Truck Supplies	-	-	-	7,550	-	(7,550)	0%	96%	-	7,550	(7,550)	0%	
6605-4 · Fire Dept., Firehouse Maint.	498	340	4,153	11,200	11,202	2	100%	73%	11,202	11,200	2	100%	
6605-5 · Fire Dept., Training	-	200	4,234	14,500	10,698	(3,802)	74%	82%	10,698	14,500	(3,802)	74%	
6605-6 · Fire Dept., Business Exp.	489	26	911	14,140	3,759	(10,381)	27%	90%	3,759	14,140	(10,381)	27%	
6605-7 · Fire Dept., Equip. Maint.	-	-	4,033	12,600	8,675	(3,925)	69%	96%	8,675	12,600	(3,925)	69%	
<b>Total 6605 · Fire Dept.</b>	<b>3,909</b>	<b>2,331</b>	<b>58,905</b>	<b>120,290</b>	<b>116,911</b>	<b>(3,379)</b>	<b>97%</b>	<b>98%</b>	<b>116,911</b>	<b>120,290</b>	<b>(3,379)</b>	<b>97%</b>	
<b>6610 · Emergency</b>													
6610-1 · Salary Director	-	-	2,200	2,200	2,200	-	100%	100%	2,200	2,200	-	100%	
6610-5 · Training Expense	-	637	-	500	637	137	127%	129%	637	500	137	127%	
6610-6 · Equipment Maintenance	-	637	-	830	637	(193)	77%	77%	637	830	(193)	77%	
6610-8 · Local Emerg. Plan Chair.(LEPC)	-	-	500	500	500	-	100%	100%	500	500	-	100%	
<b>Total 6610 · Emergency</b>	<b>-</b>	<b>1,274</b>	<b>2,700</b>	<b>4,030</b>	<b>3,974</b>	<b>(56)</b>	<b>99%</b>	<b>99%</b>	<b>3,974</b>	<b>4,030</b>	<b>(56)</b>	<b>99%</b>	
<b>6615 · Fire Marshal/Burning Official</b>													
6615-1 · Fire Marshal/Salary	667	667	667	8,000	8,004	4	100%	100%	8,004	8,000	4	100%	
6615-2 · Fire Marshal/Off.Exp.Ed.Misc	-	-	-	2,250	-	(2,250)	0%	0%	-	2,250	(2,250)	0%	
6615-4 · Burning Official - Salary	-	-	313	625	626	1	100%	100%	626	625	1	100%	
<b>Total 6615 · Fire Marshal/Burning Official</b>	<b>667</b>	<b>667</b>	<b>980</b>	<b>10,875</b>	<b>8,630</b>	<b>(2,245)</b>	<b>79%</b>	<b>79%</b>	<b>8,630</b>	<b>10,875</b>	<b>(2,245)</b>	<b>79%</b>	
<b>6620 · Enf. Off-Bldg.Code</b>													
6620-1 · Enf.Off-Bldg Code - Salary	1,558	1,558	2,338	20,260	20,256	(4)	100%	100%	20,256	20,260	(4)	100%	
6620-2 · Enf. Off-Bldg.Code - Mileage	-	-	-	800	4	(796)	1%	0%	4	800	(796)	1%	
6620-3 · Enf.Off-Bldg.Code - Mbrshp.Fee	-	-	-	250	145	(105)	58%	58%	145	250	(105)	58%	
6620-6 · Enf.Off-Bldg.Code.- Ed.Training	-	-	-	850	-	(850)	0%	300%	-	850	(850)	0%	
6620-7 · Enf.Off-Bldg.Code- Code Vol,Sup	-	100	235	500	335	(165)	67%	1%	335	500	(165)	67%	
<b>Total 6620 · Enf. Off-Bldg.Code</b>	<b>1,558</b>	<b>1,658</b>	<b>2,573</b>	<b>22,660</b>	<b>20,740</b>	<b>(1,920)</b>	<b>92%</b>	<b>96%</b>	<b>20,740</b>	<b>22,660</b>	<b>(1,920)</b>	<b>92%</b>	
<b>6625 · Blight Enforcement Officer</b>													
6625-1 · Blight Enforce. Officer-Salary	308	308	308	3,700	3,696	(4)	100%	100%	3,696	3,700	(4)	100%	
6625-2 · Blight Enforce.Officer-Mileage	-	-	-	150	-	(150)	0%	0%	-	150	(150)	0%	
6625-3 · Blight Enforce.Officer-Postage	-	-	119	150	119	(31)	79%	105%	119	150	(31)	79%	
<b>Total 6625 · Blight Enforcement Officer</b>	<b>308</b>	<b>308</b>	<b>427</b>	<b>4,000</b>	<b>3,815</b>	<b>(185)</b>	<b>95%</b>	<b>96%</b>	<b>3,815</b>	<b>4,000</b>	<b>(185)</b>	<b>95%</b>	
<b>6700 · Sanit/Wst Rem.</b>													
6700-2 · Sanit/Wst.Rem,Matls.Misc	695	261	837	5,000	5,549	549	111%	81%	5,549	5,000	549	111%	
6700-3 · Sanit/Wst.Rem., Recycling	4,909	9,417	13,141	65,000	84,510	19,510	130%	106%	84,510	65,000	19,510	130%	
<b>Total 6700 · Sanit/Wst Rem.</b>	<b>5,604</b>	<b>9,678</b>	<b>13,978</b>	<b>70,000</b>	<b>90,059</b>	<b>20,059</b>	<b>129%</b>	<b>104%</b>	<b>90,059</b>	<b>70,000</b>	<b>20,059</b>	<b>129%</b>	
<b>6702 · Waste Management Exp. (Waste Management)</b>	<b>6,960</b>	<b>6,070</b>	<b>13,824</b>	<b>67,000</b>	<b>67,161</b>	<b>161</b>	<b>100%</b>	<b>111%</b>	<b>67,161</b>	<b>67,000</b>	<b>161</b>	<b>100%</b>	
<b>6810 · Comm. of Aging</b>													
6810-1 · Comm. on Aging - Salary	158	377	485	30,359	10,045	(20,314)	33%	101%	10,045	30,359	(20,314)	33%	
6810-2 · Commission on Aging-Munic Agent	-	-	-	100	-	(100)	0%	0%	-	100	(100)	0%	
6810-4 · Comm. on Aging - Off sup/misc.	44	83	54	1,250	764	(486)	61%	126%	764	1,250	(486)	61%	
6810-5 · Comm. of Aging - Elevator Contr	228	228	228	2,640	2,688	48	102%	100%	2,688	2,640	48	102%	
6810-6 · Comm. of Aging - Programs	152	3	62	2,000	1,381	(619)	69%	64%	1,381	2,000	(619)	69%	
6810-7 · Comm. of Aging - Van Driver	-	-	-	3,500	-	(3,500)	0%	0%	-	3,500	(3,500)	0%	
6810-7a · Comm of Aging-Van Dr	1,368	1,716	2,211	20,907	19,040	(1,867)	91%	106%	19,040	20,907	(1,867)	91%	
6810-9 · Van Expense, Comm. on Aging	239	95	1,252	7,000	3,747	(3,253)	54%	53%	3,747	7,000	(3,253)	54%	
<b>Total 6810 · Comm. of Aging</b>	<b>2,189</b>	<b>2,502</b>	<b>4,292</b>	<b>67,756</b>	<b>37,665</b>	<b>(30,091)</b>	<b>56%</b>	<b>91%</b>	<b>37,665</b>	<b>67,756</b>	<b>(30,091)</b>	<b>56%</b>	
<b>6950 · Capital Project</b>													
6950-1 · Capital Project,Rpr Centr Plnt	390	-	1,630	6,000	7,030	1,030	117%	51%	7,030	6,000	1,030	117%	
6950-2 · Engineering Fees, Cap. Proj.	-	-	1,232	18,700	11,772	(6,928)	63%	35%	11,772	18,700	(6,928)	63%	
<b>Total 6950 · Capital Project</b>	<b>390</b>	<b>-</b>	<b>2,862</b>	<b>24,700</b>	<b>18,802</b>	<b>(5,898)</b>	<b>76%</b>	<b>41%</b>	<b>18,802</b>	<b>24,700</b>	<b>(5,898)</b>	<b>76%</b>	
<b>7000 · Parks &amp; Playgrounds</b>	<b>320</b>	<b>160</b>	<b>219</b>	<b>750</b>	<b>1,521</b>	<b>771</b>	<b>203%</b>	<b>147%</b>	<b>1,521</b>	<b>750</b>	<b>771</b>	<b>203%</b>	
<b>7003 · Recreation Facilities (BoS)</b>													
7003-2 · Electricity	129	132	418	1,825	1,741	(84)	95%	88%	1,741	1,825	(84)	95%	
<b>Total 7003 · Recreation Facilities (BoS)</b>	<b>129</b>	<b>132</b>	<b>418</b>	<b>1,825</b>	<b>1,741</b>	<b>(84)</b>	<b>95%</b>	<b>88%</b>	<b>1,741</b>	<b>1,825</b>	<b>(84)</b>	<b>95%</b>	

**Town of Sprague**  
**BOF Budget vs. Actual**  
**with YE estimated totals**  
 July 2022 through June 2023

	Prior Three Months Totals			Current Year Totals				Comparison	Estimated Year-End Totals				
	April 2023	May 2023	June 2023	Budget	Year to Date	\$ Remaining	% of Budget		Same Period PY %	Year-End Est.	Budget	\$ Remaining	% of Budget
<b>7004 · Recreation Events(SPARC)</b>													
7004-1 · RecEvent-3 Villages Fall Fest	-	-	-	2,000	-	(2,000)	0%	9%	-	2,000	(2,000)	0%	
7004-2 · Rec Event-Earth Day	-	58	-	400	58	(342)	15%	4%	58	400	(342)	15%	
7004-3 · Rec Event-Youth Yr Lng Activity	-	-	-	500	-	(500)	0%	0%	-	500	(500)	0%	
7004-4 · Rec Event-Shetucket River Fest	-	-	-	250	-	(250)	0%	0%	-	250	(250)	0%	
7004-8 · Rec Event-Other	-	-	-	500	-	(500)	0%	99%	-	500	(500)	0%	
<b>Total 7004 · Recreation Events(SPARC)</b>	-	58	-	3,650	58	(3,592)	2%	19%	58	3,650	(3,592)	2%	
<b>7005 · Other Recreation Programs</b>													
7005-1 · Sprague/Franklin/Canterbury LL	-	-	-	1,250	-	(1,250)	0%	0%	-	1,250	(1,250)	0%	
<b>Total 7005 · Other Recreation Programs</b>	-	-	-	1,250	-	(1,250)	0%	0%	-	1,250	(1,250)	0%	
<b>7010 · Grist Mill</b>													
7010-1 · Grist Mill - Supplies, Maint.	335	-	235	850	1,040	190	122%	0%	1,040	850	190	122%	
7010-2 · Grist Mill-Elevator Maintenance	208	208	208	3,000	2,454	(546)	82%	120%	2,454	3,000	(546)	82%	
7010-3 · Grist Mill - Heat, Light	798	327	576	9,000	6,902	(2,098)	77%	105%	6,902	9,000	(2,098)	77%	
7010-5 · Grist Mill - Janitor- Salaries	335	-	1,005	4,800	4,020	(780)	84%	80%	4,020	4,800	(780)	84%	
<b>Total 7010 · Grist Mill</b>	1,676	535	2,024	17,650	14,416	(3,234)	82%	94%	14,416	17,650	(3,234)	82%	
<b>7012 · Historical Museum</b>													
7012-1 · Salary	-	-	-	2,184	-	(2,184)	0%	0%	-	2,184	(2,184)	0%	
7012-14 · Sprague Historical Society	-	-	-	200	156	(44)	78%	152%	156	200	(44)	78%	
<b>Total 7012 · Historical Museum</b>	-	-	-	2,384	156	(2,228)	7%	14%	156	2,384	(2,228)	7%	
<b>7015 · Library</b>													
7015-1 · Library - Librarian Assistant-1	469	490	518	14,640	5,821	(8,819)	40%	67%	5,821	14,640	(8,819)	40%	
7015-10 · Library - Director	2,210	2,271	3,527	29,011	30,016	1,005	103%	114%	30,016	29,011	1,005	103%	
7015-11 · Library - Programs	225	50	1,603	2,500	2,434	(66)	97%	100%	2,434	2,500	(66)	97%	
7015-12 · Professional Fees	-	-	-	500	525	25	105%	41%	525	500	25	105%	
7015-13 · Library-St Lib CT Membership	-	-	-	350	350	-	100%	64%	350	350	-	100%	
7015-2 · Library - Books	246	399	767	4,500	3,486	(1,014)	77%	72%	3,486	4,500	(1,014)	77%	
7015-3 · Library - Sup./Misc.	108	-	1,567	2,054	2,092	38	102%	97%	2,092	2,054	38	102%	
7015-4 · Library - Library Assistant - 4	1,068	921	1,058	14,640	11,213	(3,427)	77%	79%	11,213	14,640	(3,427)	77%	
7015-5 · Librarian Assistant - 5	1,243	1,232	2,243	9,700	15,780	6,080	163%	126%	15,780	9,700	6,080	163%	
7015-6 · Library - Librarian Assistant-6	616	812	1,194	7,320	8,011	691	109%	78%	8,011	7,320	691	109%	
<b>Total 7015 · Library</b>	6,185	6,175	12,477	85,215	79,728	(5,487)	94%	93%	79,728	85,215	(5,487)	94%	
<b>7100 · Miscellaneous</b>													
7100-10 · Newsletter- Salary	250	250	250	600	2,750	2,150	458%	0%	2,750	600	2,150	458%	
7100-11 · Bank Fees	-	-	-	-	-	-	0%	0%	-	-	-	0%	
7100-12 · Newsletter - Misc.	58	240	80	500	843	343	169%	148%	843	500	343	169%	
7100-2 · War Mem./Lords Bridge Gazebo	48	64	94	675	544	(131)	81%	96%	544	675	(131)	81%	
7100-3 · Cemeteries, Vets Graves	708	-	-	800	708	(92)	89%	100%	708	800	(92)	89%	
7100-4 · Contingent Fund	-	-	312	40,000	1,303	(38,697)	3%	141%	1,303	40,000	(38,697)	3%	
7100-5 · Memorial Day Celebration	-	-	426	1,000	1,026	26	103%	99%	1,026	1,000	26	103%	
7100-6 · Legal Ads	487	128	2,788	12,000	9,344	(2,656)	78%	31%	9,344	12,000	(2,656)	78%	
7100-8 · Unemployment Compensation	-	1,459	-	-	12,382	12,382	100%	100%	12,382	-	12,382	100%	
<b>Total 7100 · Miscellaneous</b>	1,551	2,141	3,950	55,575	28,900	(26,675)	52%	62%	28,900	55,575	(26,675)	52%	
<b>7150 · Sewer &amp; Water Dept.</b>													
7150-1 · Water & Sewer Public Services	-	-	1,734	7,700	7,471	(229)	97%	84%	7,471	7,700	(229)	97%	
<b>Total 7150 · Sewer &amp; Water Dept.</b>	-	-	1,734	7,700	7,471	(229)	97%	84%	7,471	7,700	(229)	97%	
<b>7200 · Office Machines/Sup/Mnt.</b>													
7200-1 · Office Mach/Sup/Mnt -Town Clerk	1,216	1,358	-	10,150	8,553	(1,597)	84%	84%	8,553	10,150	(1,597)	84%	
7200-10 · Fixed Asset Inventory	-	-	-	1,389	1,528	139	110%	105%	1,528	1,389	139	110%	
7200-2 · Office Mach/Sup/Mnt.- Tax Coll.	125	525	-	10,250	10,261	11	100%	99%	10,261	10,250	11	100%	
7200-3 · Office Mach/Sup/Mnt.- Assessor	-	-	-	15,737	14,349	(1,388)	91%	88%	14,349	15,737	(1,388)	91%	
7200-4 · Office Mach/Sup/Mnt-Select/Trea	83	-	-	1,000	771	(229)	77%	55%	771	1,000	(229)	77%	
7200-5 · Office Machines - Equip.Mnt.	1,015	40	2,079	7,000	4,665	(2,335)	67%	48%	4,665	7,000	(2,335)	67%	
7200-6 · Office MachSupp-ServSupp	353	1,962	1,902	5,000	4,862	(138)	97%	46%	4,862	5,000	(138)	97%	
7200-7 · Paychex Services	423	281	428	3,500	3,995	495	114%	120%	3,995	3,500	495	114%	
7200-8 · Off.Mach/Sup/Mnt-Library Suppor	-	428	909	4,201	4,226	25	101%	54%	4,226	4,201	25	101%	
7200-9 · Off.Mach/Sup/Mnt.-Mail System	177	-	196	708	727	19	103%	121%	727	708	19	103%	
<b>Total 7200 · Office Machines/Sup/Mnt.</b>	3,392	4,594	5,514	58,935	53,937	(4,998)	92%	80%	53,937	58,935	(4,998)	92%	

**Town of Sprague**  
**BOF Budget vs. Actual**  
**with YE estimated totals**  
 July 2022 through June 2023

	Prior Three Months Totals			Current Year Totals				Comparison	Estimated Year-End Totals			
	April 2023	May 2023	June 2023	Budget	Year to Date	\$ Remaining	% of Budget	Same Period PY %	Year-End Est.	Budget	\$ Remaining	% of Budget
<b>7300 · Interest Payments - Bonds</b>												
7300-14 · 2005 Bonds, Land Purchase, Rds	-	-	-	12,000	12,000	-	100%	79%	12,000	12,000	-	100%
7300-15 · 2009 Bond-Roads, Roof, Fire App, A	-	4,200	-	10,500	10,500	-	100%	100%	10,500	10,500	-	100%
7300-16 · 2013 Bonds-Various Purposes	-	-	-	93,675	93,676	1	100%	100%	93,676	93,675	1	100%
7300-17 · 2020 Bonds-Various Purposes	-	-	-	148,300	148,300	-	100%	100%	148,300	148,300	-	100%
<b>Total 7300 · Interest Payments - Bonds</b>	-	4,200	-	264,475	264,476	1	100%	99%	264,476	264,475	1	100%
<b>7305 · Redemption of Debt-Principal</b>												
7305-14 · 2005 Bonds, Land Purchase, Rds	-	-	-	80,000	80,000	-	100%	100%	80,000	80,000	-	100%
7305-15 · 2009 Bond-Roads, Roof, Fire App, AD	-	-	-	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%
<b>Total 7305 · Redemption of Debt-Principal</b>	-	-	-	550,000	550,000	-	100%	100%	550,000	550,000	-	100%
7360 · Operating Transfers CNR Fund	-	-	17,000	17,000	17,000	-	100%	100%	17,000	17,000	-	100%
7370 · Transfer to Eliminate CNR Deficit	-	-	60,000	60,000	60,000	-	100%	0%	60,000	60,000	-	100%
7500 · Board of Education	567,019	380,275	889,694	6,895,693	6,791,576	(104,117)	98%	97%	6,791,576	6,895,693	(104,117)	98%
<b>Total Expense</b>	685,664	639,442	1,210,318	9,895,817	9,561,388	(334,429)	97%	97%	9,561,388	9,895,817	(334,429)	97%
<b>Net Ordinary Income</b>	733,503	(561,411)	(682,773)	55,496	803,139	747,643			803,139	55,496	747,643	1447%
<b>Net Income</b>	733,503	(561,411)	(682,773)	55,496	803,139	747,643			803,139	55,496	747,643	1447%
<b>Summary</b>												
<b>Board of Selectmen Expenditures</b>	\$ 118,645	\$ 259,167	\$ 320,624	\$ 3,000,124	\$ 2,769,812	\$ (230,312)	92%	97%	\$ 2,769,812	\$ 3,000,124	\$ (230,312)	92%
<b>Board of Education Expenditures</b>	\$ 567,019	\$ 380,275	\$ 889,694	\$ 6,895,693	\$ 6,791,576	\$ (104,117)	98%	97%	\$ 6,791,576	\$ 6,895,693	\$ (104,117)	98%
<b>Total Expenditures</b>	\$ 685,664	\$ 639,442	\$ 1,210,318	\$ 9,895,817	\$ 9,561,388	\$ (334,429)	97%	97%	\$ 9,561,388	\$ 9,895,817	\$ (334,429)	97%

## Town of Sprague Budget Status as of July 31, 2023

### Summary

As of the end of July 2023, total revenues collected are 34% of the FY 2023/24 budgeted amount. This on par with total revenues collected for the same period in FY 2022/2023 which were 32% of the total budgeted amount.

Total expenditures as of 7/31/23 are at 5% of budget. This is on par with expenditures for the same period in FY 2022/23 which were at 4% of the budget.

<i>Budget Category</i>	FY 2023/2024			<b>Same Period Prior Year</b>
	<b>Budget</b>	<b>Year to Date</b>	<b>Year to Date %</b>	
Property Taxes	6,911,111	3,478,412	50%	50%
State Education Grants	2,707,763	-	0%	0%
Other State Grants	566,468	-	0%	0%
Other Revenue	233,908	27,891	12%	2%
<b>Total General Fund Revenues</b>	<b>10,419,250</b>	<b>3,506,303</b>	<b>34%</b>	<b>32%</b>
Town/Municipal Expenditures	3,011,729	186,457	6%	7%
Board of Education Expenditures	7,308,884	295,376	4%	3%
<b>Total General Fund Expenditures</b>	<b>10,320,613</b>	<b>481,833</b>	<b>5%</b>	<b>4%</b>

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

### Revenues

Property Taxes are the largest revenue source to the Town, representing 66.3% of total revenues. Collections on Property Taxes for the period to July 31, 2023 of the current fiscal year are at 50% of the budgeted amount. This is also on par with prior year property tax revenue which was also 50% of the budgeted amount.

State Grants make up 31.4% of total budgeted revenues. As of July 31, 2023, the Town has not received any of its State grant revenue, which is comparable to the same period in the prior year.

The remaining revenue sources include interest income, fees, permits and miscellaneous revenue. In the aggregate, these sources comprise approximately 2.3% of total budgeted revenues. Current year collections on these sources total \$27,891 and are at 12% of the total budgeted amount. Collections in the prior year were 2% of the budgeted amount. Interest income received in the current year is the reason for the increased variance from the previous year.

### Expenditures

Departmental and other operating expenditures as of July 31, 2023 tend to range between 4% and 9% with a few exceptions where year-to-date expenditures don't fall into that range. In most cases, Town current year expenditures are comparable to last fiscal year's expenditures for the same period with no major outliers.

Payments for memberships on regional agencies (50% year-to-date), insurance premiums (21% year-to-date) and maintenance contracts (40% year-to-date) tend to be invoiced in one or several installments. Similarly,



payments on bond principal (0% year-to-date) and interest (0% year-to-date) are scheduled payments that do not necessarily occur evenly throughout the fiscal year.

Year to date expenditures by the Board of Education total \$295,376 or 4% of total budget. For the same period last fiscal year, Board of Education expenditures were 4% 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 2023**

	Current Year Totals				Comparison		Estimated Year-End Totals			
	July 2023	Budget	Year to Date	\$ Remaining	% of Budget	Same Period PY %	Year-End Est.	Budget	\$ Remaining	% of Budget
<b>Ordinary Income/Expense</b>										
<b>Income</b>										
<b>5000 - Taxes</b>										
5000-1 - Current Taxes	3,439,821	6,487,606	3,439,821	(3,047,785)	53%	53%	6,487,606	6,487,606	-	100%
5000-2 - Current Interest & Lien Fees	4	20,000	4	(19,996)	0%	0%	20,000	20,000	-	100%
5000-3 - Prior Year Tax	31,239	125,000	31,239	(93,761)	25%	13%	125,000	125,000	-	100%
5000-4 - Prior Year Interest/Lien Fees	7,348	35,000	7,348	(27,652)	21%	13%	35,000	35,000	-	100%
5000-5 - Current Supp MV Tax	-	72,000	-	(72,000)	0%	3%	72,000	72,000	-	100%
5000-6 - Firefighter Tax Abatement	-	(28,500)	-	28,500	0%	0%	(28,500)	(28,500)	-	100%
5000-7 - PILOT Solar Farm	-	200,005	-	(200,005)	0%	0%	200,005	200,005	-	100%
5000-8 - Tax & Applic. Refunds (contra)	-	-	-	-	0%	100%	-	-	-	0%
5000-9 - Tax Overpymnts Ret'd (contra)	-	-	-	-	0%	0%	-	-	-	0%
<b>Total 5000 - Taxes</b>	3,478,412	6,911,111	3,478,412	(3,432,699)	50%	50%	6,911,111	6,911,111	-	100%
<b>5100 - State Grants-School</b>										
5100-1 - ECS - Assis. to Towns for Educ.	-	2,707,763	-	(2,707,763)	0%	0%	2,707,763	2,707,763	-	100%
<b>Total 5100 - State Grants-School</b>	-	2,707,763	-	(2,707,763)	0%	0%	2,707,763	2,707,763	-	100%
<b>5200 - State Grants-Local</b>										
5200-1 - Telecomm. Property Tax Grant	-	5,569	-	(5,569)	0%	0%	5,569	5,569	-	100%
5200-10 - Judicial 10th Circuit Court	-	1,000	-	(1,000)	0%	0%	1,000	1,000	-	100%
5200-11 - SLA - Emergency Mgmt. Agency	-	2,800	-	(2,800)	0%	0%	2,800	2,800	-	100%
5200-13 - St. Police O/T	-	5,000	-	(5,000)	0%	0%	5,000	5,000	-	100%
5200-16 - Elderly & Disabled Transp Grant	-	8,543	-	(8,543)	0%	0%	8,543	8,543	-	100%
5200-18 - Motor Vehicle Transition Grant	-	126,684	-	(126,684)	0%	0%	126,684	126,684	-	100%
5200-2 - Municipal Rev Sharing-Muni Proj	-	386,528	-	(386,528)	0%	0%	386,528	386,528	-	100%
5200-4 - PILOT - State Property	-	11,582	-	(11,582)	0%	0%	11,582	11,582	-	100%
5200-5 - Mashantucket Pequot Grant	-	17,479	-	(17,479)	0%	0%	17,479	17,479	-	100%
5200-6 - Veterans Tax Relief	-	684	-	(684)	0%	0%	684	684	-	100%
5200-7 - Disability Exemption Reimb.	-	599	-	(599)	0%	0%	599	599	-	100%
<b>Total 5200 - State Grants-Local</b>	-	566,468	-	(566,468)	0%	0%	566,468	566,468	-	100%
<b>5300 - Local Revenues</b>										
5300-1 - Interest Income	16,802	20,000	16,802	(3,198)	84%	6%	20,000	20,000	-	100%
5300-10 - Permit Fees, P&Z, Inland & Wetl	44	3,500	44	(3,456)	1%	0%	3,500	3,500	-	100%
5300-13 - Landfill Receipts	2,667	24,000	2,667	(21,333)	11%	3%	24,000	24,000	-	100%
5300-14 - Newsletter Ads	-	1,500	-	(1,500)	0%	4%	1,500	1,500	-	100%
5300-15 - Marriage Licenses	32	150	32	(118)	21%	21%	150	150	-	100%
5300-16 - Sportsmans Licenses	4	150	4	(146)	3%	3%	150	150	-	100%
5300-17 - Farmland Preservation	93	1,000	93	(907)	9%	9%	1,000	1,000	-	100%
5300-2 - Licenses, Burial, Crem, Pis, Liq	255	1,200	255	(945)	21%	25%	1,200	1,200	-	100%
5300-3 - Building Inspector Fees	2,740	25,000	2,740	(22,260)	11%	0%	25,000	25,000	-	100%
5300-4 - Dog License Fees	200	1,100	200	(900)	18%	9%	1,100	1,100	-	100%
5300-5 - Sundry Receipts, faxes, etc	-	400	-	(400)	0%	2%	400	400	-	100%
5300-6 - Recording Land Rec, maps, trade	1,331	12,000	1,331	(10,669)	11%	12%	12,000	12,000	-	100%
5300-8 - Conveyance Tax	3,060	20,000	3,060	(16,940)	15%	22%	20,000	20,000	-	100%
5300-9 - Copies	463	5,500	463	(5,037)	8%	19%	5,500	5,500	-	100%
<b>Total 5300 - Local Revenues</b>	27,691	115,500	27,691	(87,809)	24%	8%	115,500	115,500	-	100%
<b>5400 - Misc Revenues</b>										
5400-1 - Trans. Subsidy from SCRRA	-	2,000	-	(2,000)	0%	0%	2,000	2,000	-	100%
5400-5 - Other Revenues	200	-	200	200	100%	100%	-	-	-	0%
5400-6 - Waste Management	-	53,000	-	(53,000)	0%	0%	53,000	53,000	-	100%
<b>Total 5400 - Misc Revenues</b>	200	55,000	200	(54,800)	0%	0%	55,000	55,000	-	100%
<b>5500-3 - Resv. Dam Proj. - Prinp. S&amp;W</b>	-	45,000	-	(45,000)	0%	0%	45,000	45,000	-	100%
<b>5500-4 - Resv. Dam Proj. - Int. W &amp; S</b>	-	18,408	-	(18,408)	0%	0%	18,408	18,408	-	100%
<b>5800 - Transfer in of Capitalized Interest for Bond</b>	-	-	-	-	0%	0%	-	-	-	0%
<b>Total Income</b>	3,506,303	10,419,250	3,506,303	(6,912,947)	34%	32%	10,419,250	10,419,250	-	100%
<b>Grass Profit</b>	3,506,303	10,419,250	3,506,303	(6,912,947)	34%	32%	10,419,250	10,419,250	-	100%

Town of Sprague  
 BOF Budget vs. Actual  
 with YE estimated totals  
 July 2023

	Current Year Totals					Comparison		Estimated Year-End Totals			
	July 2023	Budget	Year to Date	\$ Remaining	% of Budget	Same Period PY %	Year-End Est.	Budget	\$ Remaining	% of Budget	
<b>Expense</b>											
6000 · Board of Selectmen											
6000-1 · First Selectman	3,266	42,452	3,266	(39,186)	8%	11%	42,452	42,452	-	100%	
6000-2 · Selectman 2	100	1,200	100	(1,100)	8%	8%	1,200	1,200	-	100%	
6000-3 · Selectman 3	100	1,200	100	(1,100)	8%	8%	1,200	1,200	-	100%	
6000-4 · Selectman office Sup, Misc.	50	1,600	50	(1,550)	3%	0%	1,600	1,600	-	100%	
6000-5 · Selectman - Mileage	-	1,000	-	(1,000)	0%	0%	1,000	1,000	-	100%	
6000-6 · Selectman Executive Assistant	2,960	37,874	2,960	(34,914)	8%	17%	37,874	37,874	-	100%	
6000-7 · Stipend Add'l Brd Participation	-	-	-	-	0%	0%	-	-	-	0%	
<b>Total 6000 · Board of Selectmen</b>	<b>6,476</b>	<b>85,326</b>	<b>6,476</b>	<b>(78,850)</b>	<b>8%</b>	<b>13%</b>	<b>85,326</b>	<b>85,326</b>	<b>-</b>	<b>100%</b>	
6005 · Elections											
6005-1 · Election Salaries	200	6,885	200	(6,685)	3%	7%	6,885	6,885	-	100%	
6005-2 · Election Misc.	1,380	24,220	1,380	(22,840)	6%	8%	24,220	24,220	-	100%	
<b>Total 6005 · Elections</b>	<b>1,580</b>	<b>31,105</b>	<b>1,580</b>	<b>(29,525)</b>	<b>5%</b>	<b>8%</b>	<b>31,105</b>	<b>31,105</b>	<b>-</b>	<b>100%</b>	
6010 · Board of Finance											
6010-2 · BOF - Town Rpt, Sup.	-	250	-	(250)	0%	0%	250	250	-	100%	
<b>Total 6010 · Board of Finance</b>	<b>-</b>	<b>250</b>	<b>-</b>	<b>(250)</b>	<b>0%</b>	<b>0%</b>	<b>250</b>	<b>250</b>	<b>-</b>	<b>100%</b>	
6011 · Auditing	-	18,700	-	(18,700)	0%	0%	18,700	18,700	-	100%	
6012 · Bookkeeper											
6012-1 · Bookkeeper - Salary	2,308	29,940	2,308	(27,632)	8%	12%	29,940	29,940	-	100%	
6012-2 · Bookkeeper-Support	-	900	-	(900)	0%	0%	900	900	-	100%	
<b>Total 6012 · Bookkeeper</b>	<b>2,308</b>	<b>30,840</b>	<b>2,308</b>	<b>(28,532)</b>	<b>7%</b>	<b>11%</b>	<b>30,840</b>	<b>30,840</b>	<b>-</b>	<b>100%</b>	
6015 · Assessors											
6015-1 · Assessors, Salary	1,792	23,291	1,792	(21,499)	8%	11%	23,291	23,291	-	100%	
6015-4 · Assessors, Travel Expense	-	100	-	(100)	0%	0%	100	100	-	100%	
6015-5 · Assessors, Sch,Wrkshp, Seminars	-	-	-	-	0%	0%	-	-	-	0%	
6015-6 · Assess. Misc. Supplies, Postage	-	1,500	-	(1,500)	0%	17%	1,500	1,500	-	100%	
6015-7 · Assess. Map updt, Pric.Manuls	-	-	-	-	0%	0%	-	-	-	0%	
<b>Total 6015 · Assessors</b>	<b>1,792</b>	<b>24,891</b>	<b>1,792</b>	<b>(23,099)</b>	<b>7%</b>	<b>11%</b>	<b>24,891</b>	<b>24,891</b>	<b>-</b>	<b>100%</b>	
6025 · Tax Collector											
6025-1 · Tax Collector, Salary	2,166	28,158	2,166	(25,992)	8%	11%	28,158	28,158	-	100%	
6025-4 · Tax Collector Misc. Sup. Sch.	-	700	-	(700)	0%	0%	700	700	-	100%	
6025-5 · Tax Collector, Postage	-	2,070	-	(2,070)	0%	0%	2,070	2,070	-	100%	
<b>Total 6025 · Tax Collector</b>	<b>2,166</b>	<b>30,928</b>	<b>2,166</b>	<b>(28,762)</b>	<b>7%</b>	<b>11%</b>	<b>30,928</b>	<b>30,928</b>	<b>-</b>	<b>100%</b>	
6030 · Town Treasurer	200	2,400	200	(2,200)	8%	8%	2,400	2,400	-	100%	
6035 · Town Counsel & Financial Advsr											
6035-1 · Town Counsel	1,220	45,000	1,220	(43,780)	3%	11%	45,000	45,000	-	100%	
6035-2 · Financial Advisor	-	1,500	-	(1,500)	0%	0%	1,500	1,500	-	100%	
<b>Total 6035 · Town Counsel &amp; Financial Advsr</b>	<b>1,220</b>	<b>46,500</b>	<b>1,220</b>	<b>(45,280)</b>	<b>3%</b>	<b>8%</b>	<b>46,500</b>	<b>46,500</b>	<b>-</b>	<b>100%</b>	
6040 · Town Clerk											
6040-1 · Town Clerk, Salary	4,046	52,600	4,046	(48,554)	8%	11%	52,600	52,600	-	100%	
6040-2 · Town Clerk, Office Sup, Misc.	-	1,463	-	(1,463)	0%	0%	1,463	1,463	-	100%	
6040-3 · Town Clerk, Dog Licenses	-	350	-	(350)	0%	0%	350	350	-	100%	
6040-4 · Town Clerk, School	-	1,200	-	(1,200)	0%	0%	1,200	1,200	-	100%	
6040-5 · Town Clerk, Microfm(Security)	-	400	-	(400)	0%	0%	400	400	-	100%	
<b>Total 6040 · Town Clerk</b>	<b>4,046</b>	<b>56,013</b>	<b>4,046</b>	<b>(51,967)</b>	<b>7%</b>	<b>10%</b>	<b>56,013</b>	<b>56,013</b>	<b>-</b>	<b>100%</b>	
6045 · Telephone Services/DSL/Website	1,055	14,592	1,055	(13,537)	7%	7%	14,592	14,592	-	100%	
6050 · Pool Secretaries											
6050-1 · Pool Sec,Salary-Asst Town Clerk	1,889	24,817	1,889	(22,928)	8%	12%	24,817	24,817	-	100%	
6050-2 · Pool Sec, Salary-Land Use Clerk	2,570	33,415	2,570	(30,845)	8%	11%	33,415	33,415	-	100%	
<b>Total 6050 · Pool Secretaries</b>	<b>4,459</b>	<b>58,232</b>	<b>4,459</b>	<b>(53,773)</b>	<b>8%</b>	<b>11%</b>	<b>58,232</b>	<b>58,232</b>	<b>-</b>	<b>100%</b>	
6055 · Town Off. Bldg.											
6055-1 · Town Off. Bldg.Janitorial Serv	715	9,900	715	(9,185)	7%	8%	9,900	9,900	-	100%	
6055-2 · Town Off. Bldg. Sup. Maint.	124	2,000	124	(1,876)	6%	9%	2,000	2,000	-	100%	
6055-3 · Town Off/Sen.Ctr.- Bldg.Heat	-	15,000	-	(15,000)	0%	0%	15,000	15,000	-	100%	
6055-4 · Town Off Bldg/Sen Ctr - Lights	-	12,777	-	(12,777)	0%	9%	12,777	12,777	-	100%	
6055-5 · Town Off. Bldg. rpr & renov.	2,095	17,000	2,095	(14,905)	12%	69%	17,000	17,000	-	100%	
<b>Total 6055 · Town Off. Bldg.</b>	<b>2,934</b>	<b>56,677</b>	<b>2,934</b>	<b>(53,743)</b>	<b>5%</b>	<b>14%</b>	<b>56,677</b>	<b>56,677</b>	<b>-</b>	<b>100%</b>	

**Town of Sprague**  
**BOF Budget vs. Actual**  
**with YE estimated totals**  
 July 2023

	Current Year Totals					Comparison		Estimated Year-End Totals			
	July 2023	Budget	Year to Date	\$ Remaining	% of Budget	Same Period PY %	Year-End Est.	Budget	\$ Remaining	% of Budget	
<b>6100 · P &amp; Z Comm.</b>											
6100-1 · P & Z Comm. Encf. Off.	590	7,668	590	(7,078)	8%	11%	7,668	7,668	-	100%	
6100-2 · P & Z Comm. Planner	1,632	11,500	1,632	(9,868)	14%	0%	11,500	11,500	-	100%	
6100-5 · P & Z Secretarial & Other Services	-	360	-	(360)	0%		360	360	-	100%	
<b>Total 6100 · P &amp; Z Comm.</b>	<b>2,222</b>	<b>19,528</b>	<b>2,222</b>	<b>(17,306)</b>	<b>11%</b>	<b>4%</b>	<b>19,528</b>	<b>19,528</b>	<b>-</b>	<b>100%</b>	
6111 · Land Use Miscellaneous	-	500	-	(500)	0%	0%	500	500	-	100%	
6115 · Ec. Devel.	-	900	-	(900)	0%	100%	900	900	-	100%	
<b>6120 · Conservation Commission</b>											
6120-2 · Training workshop	-	100	-	(100)	0%	0%	100	100	-	100%	
6120-4 · Miscellaneous	-	1,000	-	(1,000)	0%	0%	1,000	1,000	-	100%	
<b>Total 6120 · Conservation Commission</b>	<b>-</b>	<b>1,100</b>	<b>-</b>	<b>(1,100)</b>	<b>0%</b>	<b>0%</b>	<b>1,100</b>	<b>1,100</b>	<b>-</b>	<b>100%</b>	
6150 · Conservation Wetlands Enf Off	-	7,000	-	(7,000)	0%	0%	7,000	7,000	-	100%	
<b>6200 · Highways</b>											
6200-1 · Highways, General Maintenance	2,125	50,000	2,125	(47,875)	4%	3%	50,000	50,000	-	100%	
6200-10 · Drug & Alcohol Testing	-	500	-	(500)	0%	40%	500	500	-	100%	
6200-2 · Highways, Public Works Salary	18,433	259,171	18,433	(240,738)	7%	11%	259,171	259,171	-	100%	
6200-3 · Highways, Misc. o/t labor.	-	28,000	-	(28,000)	0%	3%	28,000	28,000	-	100%	
6200-4 · Boots - Highways	-	3,125	-	(3,125)	0%	0%	3,125	3,125	-	100%	
6200-5 · Storm Materials	-	27,500	-	(27,500)	0%	0%	27,500	27,500	-	100%	
6200-6 · Highways, Roadway Mgmt.	-	40,000	-	(40,000)	0%	1%	40,000	40,000	-	100%	
6200-7 · Highways, Town Garage	-	8,000	-	(8,000)	0%	3%	8,000	8,000	-	100%	
6200-8 · Stormwater Permit Fees(Phasell)	-	8,500	-	(8,500)	0%	0%	8,500	8,500	-	100%	
<b>Total 6200 · Highways</b>	<b>20,558</b>	<b>424,796</b>	<b>20,558</b>	<b>(404,238)</b>	<b>5%</b>	<b>7%</b>	<b>424,796</b>	<b>424,796</b>	<b>-</b>	<b>100%</b>	
<b>6202 · Tree Maintenance</b>											
6202-1 · Tree Warden	-	2,250	-	(2,250)	0%	0%	2,250	2,250	-	100%	
6202-2 · Tree Warden- Training Seminars	-	350	-	(350)	0%	0%	350	350	-	100%	
6202-3 · Tree Pruning, Removal, Replacme	-	12,000	-	(12,000)	0%	15%	12,000	12,000	-	100%	
6202-4 · Tree Warden Mileage	-	400	-	(400)	0%	0%	400	400	-	100%	
<b>Total 6202 · Tree Maintenance</b>	<b>-</b>	<b>15,000</b>	<b>-</b>	<b>(15,000)</b>	<b>0%</b>	<b>12%</b>	<b>15,000</b>	<b>15,000</b>	<b>-</b>	<b>100%</b>	
<b>6205 · Street Lighting</b>											
6205-1 · Street Lighting	-	20,831	-	(20,831)	0%	5%	20,831	20,831	-	100%	
6205-2 · Repairs	-	2,000	-	(2,000)	0%	0%	2,000	2,000	-	100%	
<b>Total 6205 · Street Lighting</b>	<b>-</b>	<b>22,831</b>	<b>-</b>	<b>(22,831)</b>	<b>0%</b>	<b>5%</b>	<b>22,831</b>	<b>22,831</b>	<b>-</b>	<b>100%</b>	
6300 · Social Security	3,858	58,244	3,858	(54,386)	7%	10%	58,244	58,244	-	100%	
6310 · Deferred Compensation	1,346	17,502	1,346	(16,156)	8%	12%	17,502	17,502	-	100%	
<b>6400 · Regional Agencies</b>											
6400-1 · Reg. Agency - TVCCA	1,210	1,210	1,210	-	100%	100%	1,210	1,210	-	100%	
6400-10 · RegAgency-SSAC of Eastern CT	-	300	-	(300)	0%	0%	300	300	-	100%	
6400-11 · RegAg-SE CT Enterpr Reg	-	1,335	-	(1,335)	0%	0%	1,335	1,335	-	100%	
6400-12 · RegAgcy-Regional Animal Control	11,063	9,811	11,063	1,252	113%	100%	9,811	9,811	-	100%	
6400-2 · Reg. Agency - Cncl. of Gvnt	-	1,632	-	(1,632)	0%	0%	1,632	1,632	-	100%	
6400-3 · Reg. Agency - Soil/Wtr. Con.	-	300	-	(300)	0%	0%	300	300	-	100%	
6400-4 · Reg. Agency - Women's Center	-	250	-	(250)	0%	0%	250	250	-	100%	
6400-5 · Uncas Health District	5,354	21,417	5,354	(16,063)	25%	25%	21,417	21,417	-	100%	
6400-6 · Reg. Agency - CCM	2,032	2,032	2,032	-	100%	100%	2,032	2,032	-	100%	
6400-7 · Reg. Agency - Norwich PrbCrt	603	2,411	603	(1,808)	25%	24%	2,411	2,411	-	100%	
6400-8 · Council of Small Towns (COST)	975	975	975	-	100%	0%	975	975	-	100%	
6400-9 · Quinebaug Walking Weekends	-	500	-	(500)	0%	0%	500	500	-	100%	
<b>Total 6400 · Regional Agencies</b>	<b>21,237</b>	<b>42,173</b>	<b>21,237</b>	<b>(20,936)</b>	<b>50%</b>	<b>45%</b>	<b>42,173</b>	<b>42,173</b>	<b>-</b>	<b>100%</b>	
<b>6500 · Insurance</b>											
6500-1 · Insurance, General Town	8,349	32,137	8,349	(23,788)	26%	20%	32,137	32,137	-	100%	
6500-2 · Insurance, Fire Department	4,433	18,953	4,433	(14,520)	23%	0%	18,953	18,953	-	100%	
6500-4 · Insurance, Water & Sewer Plants	2,120	9,064	2,120	(6,944)	23%	25%	9,064	9,064	-	100%	
6500-5 · Insurance, CIRMA (Workers Comp)	8,912	42,072	8,912	(33,160)	21%	4%	42,072	42,072	-	100%	
6500-6 · Insurance, Empl. Medical Ins.	33,649	175,031	33,649	(141,382)	19%	12%	175,031	175,031	-	100%	
6500-7 · Employee Insurance Waiver	121	1,450	121	(1,329)	8%	8%	1,450	1,450	-	100%	
<b>Total 6500 · Insurance</b>	<b>57,584</b>	<b>278,707</b>	<b>57,584</b>	<b>(221,123)</b>	<b>21%</b>	<b>12%</b>	<b>278,707</b>	<b>278,707</b>	<b>-</b>	<b>100%</b>	
<b>6600 · Police Department</b>											
6600-1 · Police Dept. Resident Trooper	-	188,983	-	(188,983)	0%	0%	188,983	188,983	-	100%	
6600-2 · Police Dept., O/T 50% contra	-	5,000	-	(5,000)	0%	0%	5,000	5,000	-	100%	
6600-3 · Police Dept. DARE Program	-	300	-	(300)	0%	0%	300	300	-	100%	
6600-4 · Police Dept., Supplies, Misc.	65	750	65	(685)	9%	0%	750	750	-	100%	
6600-5 · Police Dept.- Sch. Crs. Guard	-	5,250	-	(5,250)	0%	0%	5,250	5,250	-	100%	
<b>Total 6600 · Police Department</b>	<b>65</b>	<b>200,283</b>	<b>65</b>	<b>(200,218)</b>	<b>0%</b>	<b>0%</b>	<b>200,283</b>	<b>200,283</b>	<b>-</b>	<b>100%</b>	

Town of Sprague  
BOF Budget vs. Actual  
with YE estimated totals  
July 2023

	Current Year Totals					Comparison		Estimated Year-End Totals			
	July 2023	Budget	Year to Date	\$ Remaining	% of Budget	Same Period PY %	Year-End Est.	Budget	\$ Remaining	% of Budget	
<b>6605 · Fire Dept.</b>											
6605-1 · Fire Dept., Vehicle Maint.	-	26,500	-	(26,500)	0%	0%	26,500	26,500	-	100%	
6605-2 · Fire Dept, Fixed Expenses	8,319	38,800	8,319	(30,481)	21%	31%	38,800	38,800	-	100%	
6605-3 · Fire Dept. Truck Supplies	-	7,550	-	(7,550)	0%	0%	7,550	7,550	-	100%	
6605-4 · Fire Dept., Firehouse Maint.	1,472	11,200	1,472	(9,728)	13%	0%	11,200	11,200	-	100%	
6605-5 · Fire Dept., Training	-	17,000	-	(17,000)	0%	0%	17,000	17,000	-	100%	
6605-6 · Fire Dept., Business Exp.	-	14,140	-	(14,140)	0%	1%	14,140	14,140	-	100%	
6605-7 · Fire Dept., Equip. Maint.	-	12,600	-	(12,600)	0%	1%	12,600	12,600	-	100%	
<b>Total 6605 · Fire Dept.</b>	<b>9,791</b>	<b>127,790</b>	<b>9,791</b>	<b>(117,999)</b>	<b>8%</b>	<b>10%</b>	<b>127,790</b>	<b>127,790</b>	<b>-</b>	<b>100%</b>	
<b>6610 · Emergency</b>											
6610-1 · Salary Director	-	2,200	-	(2,200)	0%	0%	2,200	2,200	-	100%	
6610-5 · Training Expense	-	500	-	(500)	0%	0%	500	500	-	100%	
6610-6 · Equipment Maintenance	-	830	-	(830)	0%	0%	830	830	-	100%	
6610-8 · Local Emerg. Plan Chair.(LEPC)	-	500	-	(500)	0%	0%	500	500	-	100%	
<b>Total 6610 · Emergency</b>	<b>-</b>	<b>4,030</b>	<b>-</b>	<b>(4,030)</b>	<b>0%</b>	<b>0%</b>	<b>4,030</b>	<b>4,030</b>	<b>-</b>	<b>100%</b>	
<b>6615 · Fire Marshal/Burning Official</b>											
6615-1 · Fire Marshal/Salary	667	8,000	667	(7,333)	8%	8%	8,000	8,000	-	100%	
6615-2 · Fire Marshal/Off.Exp.Ed.Misc	-	2,250	-	(2,250)	0%	0%	2,250	2,250	-	100%	
6615-4 · Burning Official - Salary	-	625	-	(625)	0%	0%	625	625	-	100%	
<b>Total 6615 · Fire Marshal/Burning Official</b>	<b>667</b>	<b>10,875</b>	<b>667</b>	<b>(10,208)</b>	<b>6%</b>	<b>6%</b>	<b>10,875</b>	<b>10,875</b>	<b>-</b>	<b>100%</b>	
<b>6620 · Enf. Off-Bldg.Code</b>											
6620-1 · Enf.Off-Bldg Code - Salary	1,590	20,665	1,590	(19,075)	8%	11%	20,665	20,665	-	100%	
6620-2 · Enf. Off-Bldg.Code - Mileage	-	800	-	(800)	0%	0%	800	800	-	100%	
6620-3 · Enf.Off-Bldg.Code - Mbrshp.Fee	-	250	-	(250)	0%	0%	250	250	-	100%	
6620-6 · Enf.Off-Bldg.Code - Ed.Training	-	850	-	(850)	0%	0%	850	850	-	100%	
6620-7 · Enf.Off-Bldg.Code- Code Vol,Sup	-	500	-	(500)	0%	0%	500	500	-	100%	
<b>Total 6620 · Enf. Off-Bldg.Code</b>	<b>1,590</b>	<b>23,065</b>	<b>1,590</b>	<b>(21,475)</b>	<b>7%</b>	<b>10%</b>	<b>23,065</b>	<b>23,065</b>	<b>-</b>	<b>100%</b>	
<b>6625 · Blight Enforcement Officer</b>											
6625-1 · Blight Enforce. Officer-Salary	314	3,773	314	(3,459)	8%	8%	3,773	3,773	-	100%	
6625-2 · Blight Enforce.Officer-Mileage	-	150	-	(150)	0%	0%	150	150	-	100%	
6625-3 · Blight Enforce.Officer-Postage	-	150	-	(150)	0%	0%	150	150	-	100%	
<b>Total 6625 · Blight Enforcement Officer</b>	<b>314</b>	<b>4,073</b>	<b>314</b>	<b>(3,759)</b>	<b>8%</b>	<b>8%</b>	<b>4,073</b>	<b>4,073</b>	<b>-</b>	<b>100%</b>	
<b>6700 · Sanit/Wst Rem.</b>											
6700-2 · Sanit/Wst.Rem,Matls.Misc	240	6,000	240	(5,760)	4%	6%	6,000	6,000	-	100%	
6700-3 · Sanit/Wst.Rem., Recycling	800	70,000	800	(69,200)	1%	6%	70,000	70,000	-	100%	
<b>Total 6700 · Sanit/Wst Rem.</b>	<b>1,040</b>	<b>76,000</b>	<b>1,040</b>	<b>(74,960)</b>	<b>1%</b>	<b>6%</b>	<b>76,000</b>	<b>76,000</b>	<b>-</b>	<b>100%</b>	
<b>6702 · Waste Management Exp. (Waste Management)</b>	<b>-</b>	<b>67,000</b>	<b>-</b>	<b>(67,000)</b>	<b>0%</b>	<b>9%</b>	<b>67,000</b>	<b>67,000</b>	<b>-</b>	<b>100%</b>	
<b>6810 · Comm. of Aging</b>											
6810-1 · Comm. on Aging - Salary	1,739	20,000	1,739	(18,261)	9%	11%	20,000	20,000	-	100%	
6810-2 · Commission on Aging-Munic Agent	-	100	-	(100)	0%	0%	100	100	-	100%	
6810-4 · Comm. on Aging - Off sup/misc.	67	1,300	67	(1,233)	5%	5%	1,300	1,300	-	100%	
6810-5 · Comm. of Aging - Elevator Contr	228	2,787	228	(2,559)	8%	8%	2,787	2,787	-	100%	
6810-6 · Comm. of Aging - Programs	-	2,100	-	(2,100)	0%	0%	2,100	2,100	-	100%	
6810-7 · Comm. of Aging - Van Driver	-	3,500	-	(3,500)	0%	0%	3,500	3,500	-	100%	
6810-7a · Comm of Aging-Van Dr	1,230	21,324	1,230	(20,094)	6%	12%	21,324	21,324	-	100%	
6810-9 · Van Expense, Comm. on Aging	70	7,000	70	(6,930)	1%	2%	7,000	7,000	-	100%	
<b>Total 6810 · Comm. of Aging</b>	<b>3,334</b>	<b>58,111</b>	<b>3,334</b>	<b>(54,777)</b>	<b>6%</b>	<b>9%</b>	<b>58,111</b>	<b>58,111</b>	<b>-</b>	<b>100%</b>	
<b>6950 · Capital Project</b>											
6950-1 · Capital Project,Rpr Centrl Pnt	1,800	6,000	1,800	(4,200)	30%	0%	6,000	6,000	-	100%	
6950-2 · Engineering Fees, Cap. Proj.	-	18,700	-	(18,700)	0%	0%	18,700	18,700	-	100%	
<b>Total 6950 · Capital Project</b>	<b>1,800</b>	<b>24,700</b>	<b>1,800</b>	<b>(22,900)</b>	<b>7%</b>	<b>0%</b>	<b>24,700</b>	<b>24,700</b>	<b>-</b>	<b>100%</b>	
<b>7000 · Parks &amp; Playgrounds</b>	<b>160</b>	<b>1,200</b>	<b>160</b>	<b>(1,040)</b>	<b>13%</b>	<b>0%</b>	<b>1,200</b>	<b>1,200</b>	<b>-</b>	<b>100%</b>	
<b>7003 · Recreation Facilities (BoS)</b>											
7003-2 · Electricity	82	1,825	82	(1,743)	4%	7%	1,825	1,825	-	100%	
<b>Total 7003 · Recreation Facilities (BoS)</b>	<b>82</b>	<b>1,825</b>	<b>82</b>	<b>(1,743)</b>	<b>4%</b>	<b>7%</b>	<b>1,825</b>	<b>1,825</b>	<b>-</b>	<b>100%</b>	

**Town of Sprague**  
**BOF Budget vs. Actual**  
**with YE estimated totals**  
 July 2023

	Current Year Totals					Comparison		Estimated Year-End Totals			
	July 2023	Budget	Year to Date	\$ Remaining	% of Budget	Same Period PY %	Year-End Est.	Budget	\$ Remaining	% of Budget	
<b>7004 · Recreation Events(SPARC)</b>											
7004-1 · RecEvent-3 Villages Fall Fest	-	2,000	-	(2,000)	0%	0%	2,000	2,000	-	100%	
7004-2 · Rec Event-Earth Day	-	400	-	(400)	0%	0%	400	400	-	100%	
7004-3 · Rec Event-Youth Yr Lng Activity	-	500	-	(500)	0%	0%	500	500	-	100%	
7004-4 · Rec Event-Shetucket River Fest	-	250	-	(250)	0%	0%	250	250	-	100%	
7004-8 · Rec Event-Other	-	500	-	(500)	0%	0%	500	500	-	100%	
<b>Total 7004 · Recreation Events(SPARC)</b>	-	3,650	-	(3,650)	0%	0%	3,650	3,650	-	100%	
<b>7005 · Other Recreation Programs</b>											
7005-1 · Sprague/Franklin/Canterbury LL	-	1,250	-	(1,250)	0%	0%	1,250	1,250	-	100%	
<b>Total 7005 · Other Recreation Programs</b>	-	1,250	-	(1,250)	0%	0%	1,250	1,250	-	100%	
<b>7010 · Grist Mill</b>											
7010-1 · Grist Mill - Supplies, Maint.	-	940	-	(940)	0%	0%	940	940	-	100%	
7010-2 · Grist Mill-Elevator Maintenance	208	3,000	208	(2,792)	7%	29%	3,000	3,000	-	100%	
7010-3 · Grist Mill - Heat, Light	590	9,100	590	(8,510)	6%	6%	9,100	9,100	-	100%	
7010-5 · Grist Mill - Janitor- Salaries	335	4,800	335	(4,465)	7%	6%	4,800	4,800	-	100%	
<b>Total 7010 · Grist Mill</b>	1,133	17,840	1,133	(16,707)	6%	9%	17,840	17,840	-	100%	
<b>7012 · Historical Museum</b>											
7012-1 · Salary	-	2,184	-	(2,184)	0%	0%	2,184	2,184	-	100%	
7012-14 · Sprague Historical Society	-	200	-	(200)	0%	0%	200	200	-	100%	
<b>Total 7012 · Historical Museum</b>	-	2,384	-	(2,384)	0%	0%	2,384	2,384	-	100%	
<b>7015 · Library</b>											
7015-1 · Library - Librarian Assistant-1	570	15,600	570	(15,030)	4%	10%	15,600	15,600	-	100%	
7015-10 · Library - Director	2,419	29,591	2,419	(27,172)	8%	13%	29,591	29,591	-	100%	
7015-11 · Library - Programs	125	2,500	125	(2,375)	5%	0%	2,500	2,500	-	100%	
7015-12 · Professional Fees	-	500	-	(500)	0%	0%	500	500	-	100%	
7015-13 · Library-St Lib CT Membership	-	350	-	(350)	0%	0%	350	350	-	100%	
7015-2 · Library - Books	-	4,500	-	(4,500)	0%	0%	4,500	4,500	-	100%	
7015-3 · Library - Sup./Misc.	-	2,054	-	(2,054)	0%	0%	2,054	2,054	-	100%	
7015-4 · Library - Library Assistant - 4	900	15,600	900	(14,700)	6%	2%	15,600	15,600	-	100%	
7015-5 · Librarian Assistant - 5	1,061	10,230	1,061	(9,169)	10%	4%	10,230	10,230	-	100%	
7015-6 · Library - Librarian Assistant-6	155	7,800	155	(7,645)	2%	14%	7,800	7,800	-	100%	
<b>Total 7015 · Library</b>	5,230	88,725	5,230	(83,495)	6%	9%	88,725	88,725	-	100%	
<b>7100 · Miscellaneous</b>											
7100-10 · Newsletter- Salary	250	3,000	250	(2,750)	8%	100%	3,000	3,000	-	100%	
7100-11 · Bank Fees	-	-	-	-	0%	0%	-	-	-	0%	
7100-12 · Newsletter - Misc.	-	1,072	-	(1,072)	0%	0%	1,072	1,072	-	100%	
7100-2 · War Mem./Lords Bridge Gazebo	47	675	47	(628)	7%	7%	675	675	-	100%	
7100-3 · Cemeteries, Vets Graves	-	1,000	-	(1,000)	0%	0%	1,000	1,000	-	100%	
7100-4 · Contingent Fund	-	40,000	-	(40,000)	0%	0%	40,000	40,000	-	100%	
7100-5 · Memorial Day Celebration	-	1,100	-	(1,100)	0%	0%	1,100	1,100	-	100%	
7100-6 · Legal Ads	579	12,000	579	(11,421)	5%	0%	12,000	12,000	-	100%	
7100-8 · Unemployment Compensation	-	12,000	-	(12,000)	0%	0%	12,000	12,000	-	100%	
<b>Total 7100 · Miscellaneous</b>	876	70,847	876	(69,971)	1%	1%	70,847	70,847	-	100%	
<b>7150 · Sewer &amp; Water Dept.</b>											
7150-1 · Water & Sewer Public Services	-	8,000	-	(8,000)	0%	0%	8,000	8,000	-	100%	
<b>Total 7150 · Sewer &amp; Water Dept.</b>	-	8,000	-	(8,000)	0%	0%	8,000	8,000	-	100%	
<b>7200 · Office Machines/Sup/Mnt.</b>											
7200-1 · Office Mach/Sup/Mnt -Town Clerk	1,426	10,150	1,426	(8,724)	14%	0%	10,150	10,150	-	100%	
7200-10 · Fixed Asset Inventory	-	1,528	-	(1,528)	0%	0%	1,528	1,528	-	100%	
7200-2 · Office Mach/Sup/Mnt.- Tax Coll.	7,862	10,808	7,862	(2,946)	73%	54%	10,808	10,808	-	100%	
7200-3 · Office Mach/Sup/Mnt.- Assessor	15,427	18,394	15,427	(2,967)	84%	84%	18,394	18,394	-	100%	
7200-4 · Office Mach/Sup/Mnt-Select/Trea	-	1,000	-	(1,000)	0%	0%	1,000	1,000	-	100%	
7200-5 · Office Machines - Equip.Mnt.	-	7,000	-	(7,000)	0%	0%	7,000	7,000	-	100%	
7200-6 · Office MachSupp-ServSupp	331	6,000	331	(5,669)	6%	0%	6,000	6,000	-	100%	
7200-7 · Paychex Services	288	4,100	288	(3,812)	7%	11%	4,100	4,100	-	100%	
7200-8 · Off.Mach/Sup/Mnt-Library Suppor	-	2,983	-	(2,983)	0%	48%	2,983	2,983	-	100%	
7200-9 · Off.Mach/Sup/Mnt.-Mail System	-	708	-	(708)	0%	0%	708	708	-	100%	
<b>Total 7200 · Office Machines/Sup/Mnt.</b>	25,334	62,671	25,334	(37,337)	40%	36%	62,671	62,671	-	100%	

Town of Sprague  
 BOF Budget vs. Actual  
 with YE estimated totals  
 July 2023

	Current Year Totals					Comparison Same Period PY %	Estimated Year-End Totals			
	July 2023	Budget	Year to Date	\$ Remaining	% of Budget		Year-End Est.	Budget	\$ Remaining	% of Budget
<b>7300 · Interest Payments - Bonds</b>										
7300-14 · 2005 Bonds, Land Purchase, Rds	-	12,000	-	(12,000)	0%	0%	12,000	12,000	-	100%
7300-15 · 2009 Bond-Roads, Roof, Fire App, A	-	6,300	-	(6,300)	0%	0%	6,300	6,300	-	100%
7300-16 · 2013 Bonds-Various Purposes	-	83,675	-	(83,675)	0%	0%	83,675	83,675	-	100%
7300-17 · 2020 Bonds-Various Purposes	-	143,700	-	(143,700)	0%	0%	143,700	143,700	-	100%
<b>Total 7300 · Interest Payments - Bonds</b>	-	245,675	-	(245,675)	0%	0%	245,675	245,675	-	100%
<b>7305 · Redemption of Debt-Principal</b>										
7305-14 · 2005 Bonds, Land Purchase, Rds	-	80,000	-	(80,000)	0%	0%	80,000	80,000	-	100%
7305-15 · 2009 Bond-Roads, Roof, FireApp, AD	-	105,000	-	(105,000)	0%	0%	105,000	105,000	-	100%
7305-16 · 2013 Bonds Various Purposes	-	250,000	-	(250,000)	0%	0%	250,000	250,000	-	100%
7305-17 · 2020 Bonds - Various Purposes	-	115,000	-	(115,000)	0%	0%	115,000	115,000	-	100%
<b>Total 7305 · Redemption of Debt-Principal</b>	-	550,000	-	(550,000)	0%	0%	550,000	550,000	-	100%
7360 · Operating Transfers CNR Fund	-	17,000	-	(17,000)	0%	0%	17,000	17,000	-	100%
7370 · Transfer to Eliminate CNR Deficit	-	-	-	-	0%	0%	-	-	-	0%
7500 · Board of Education	295,376	7,308,884	295,376	(7,013,508)	4%	3%	7,308,884	7,308,884	-	100%
<b>Total Expense</b>	481,833	10,320,613	481,833	(9,838,780)	5%	4%	10,320,613	10,320,613	-	100%
<b>Net Ordinary Income</b>	3,024,470	98,637	3,024,470	2,925,833			98,637	98,637	-	100%
<b>Net Income</b>	3,024,470	98,637	3,024,470	2,925,833			98,637	98,637	-	100%
<b>Summary</b>	<b>July 2023</b>	<b>Current Year Totals</b>				<b>Comparison</b>	<b>Estimated Year-End Totals</b>			
Board of Selectmen Expenditures	\$ 186,457	\$ 3,011,729	\$ 186,457	\$ (2,825,272)	6%	7%	\$ 3,011,729	\$ 3,011,729	\$ -	100%
Board of Education Expenditures	\$ 295,376	\$ 7,308,884	\$ 295,376	\$ (7,013,508)	4%	3%	\$ 7,308,884	\$ 7,308,884	\$ -	100%
<b>Total Expenditures</b>	\$ 481,833	\$ 10,320,613	\$ 481,833	\$ (9,838,780)	5%	4%	\$ 10,320,613	\$ 10,320,613	\$ -	100%

# SPRAGUE BOARD OF EDUCATION

## BOE Budget v. Actual

For Fiscal Year 2022-2023

Year to Date 6/30/2023

	Approved Budget	Current Mo. Budget Trf	Prior YTD Budget Trfs	Revised Budget	Year to Date Actual	Encumbered/Or dered	Total Expenditures	Variance	% Spent
<b>1000-Regular Instruction</b>									
1000.51110. Wages Paid to Teachers - Regular Ed	1,144,377.00	0.00	0.00	1,144,377.00	1,124,189.19	0.00	1,124,189.19	20,187.81	98.24
1000.51120. Wages Paid to Instructional Aides - Regular Ed	14,401.00	0.00	0.00	14,401.00	8,142.63	0.00	8,142.63	6,258.37	56.54
1000.52100. Group Life Insurance - Regular Ed	726.00	0.00	0.00	726.00	673.16	0.00	673.16	52.84	92.72
1000.52200. FICA/Medicare Employer - Regular Ed	19,222.00	0.00	0.00	19,222.00	17,005.32	0.00	17,005.32	2,216.68	88.47
1000.52500. Tuition Reimbursement	10,000.00	0.00	0.00	10,000.00	2,150.40	0.00	2,150.40	7,849.60	21.50
1000.52800. Health Insurance - Regular Ed	279,651.00	0.00	0.00	279,651.00	294,357.88	0.00	294,357.88	(14,706.88)	105.26
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	15,268.12	0.00	15,268.12	2,731.88	84.82
1000.56100. General Supplies - Regular Ed	7,000.00	0.00	0.00	7,000.00	11,323.41	0.00	11,323.41	(4,323.41)	161.76
1000.56110. Instructional Supplies - Regular Ed	5,000.00	0.00	0.00	5,000.00	6,909.28	0.00	6,909.28	(1,909.28)	138.19
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	(801.46)	0.00	(801.46)	3,801.46	(26.72)
1000.56501. Ink and Toner	8,000.00	0.00	0.00	8,000.00	11,315.19	0.00	11,315.19	(3,315.19)	141.44
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
<b>Total</b>	<b>1,533,996.00</b>	<b>0.00</b>	<b>0.00</b>	<b>1,533,996.00</b>	<b>1,498,768.92</b>	<b>0.00</b>	<b>1,498,768.92</b>	<b>35,227.08</b>	<b>97.70</b>
<b>1200-Special Education</b>									
1200.51110. Wages Paid to Teachers - SPED	351,322.00	0.00	(105,160.00)	246,162.00	193,259.23	0.00	193,259.23	52,902.77	78.51
1200.51120. Wages Paid to Instructional Aides - SPED	273,997.00	0.00	0.00	273,997.00	155,161.23	0.00	155,161.23	118,835.77	56.63
1200.51900. Wages Paid - Other Certified Staff	0.00	0.00	105,160.00	105,160.00	105,160.00	0.00	105,160.00	0.00	100.00
1200.51901. Wages Paid - Other Non Certified Staff - SPED	87,776.00	0.00	(25,265.68)	62,510.32	61,272.23	0.00	61,272.23	1,238.09	98.02
1200.52100. Group Life Insurance - SPED	981.00	0.00	0.00	981.00	683.97	0.00	683.97	297.03	69.72
1200.52200. FICA/Medicare Employer - SPED	33,064.00	0.00	0.00	33,064.00	21,223.73	0.00	21,223.73	11,840.27	64.19
1200.52300. Pension Contributions - SPED	3,552.00	0.00	0.00	3,552.00	2,540.44	0.00	2,540.44	1,011.56	71.52
1200.52800. Health Insurance - SPED	239,621.00	0.00	0.00	239,621.00	142,457.75	0.00	142,457.75	97,163.25	59.45
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 - SPED	29,000.00	0.00	0.00	29,000.00	23,667.32	0.00	23,667.32	5,332.68	81.61
1200.53300. Other Prof/Tech Services	2,500.00	0.00	0.00	2,500.00	2,788.79	0.00	2,788.79	(288.79)	111.55
1200.55800. Travel Reimbursement	1,200.00	0.00	0.00	1,200.00	624.98	0.00	624.98	575.02	52.08
1200.56100. General Supplies - SPED	1,000.00	0.00	0.00	1,000.00	1,022.36	0.00	1,022.36	(22.36)	102.24
1200.56110. Instructional Supplies - SPED	1,000.00	0.00	0.00	1,000.00	444.73	0.00	444.73	555.27	44.47
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
<b>Total</b>	<b>1,031,203.00</b>	<b>0.00</b>	<b>(25,265.68)</b>	<b>1,005,937.32</b>	<b>711,368.73</b>	<b>0.00</b>	<b>711,368.73</b>	<b>294,568.59</b>	<b>70.72</b>
<b>1300-Adult Education - Cooperative</b>									



# SPRAGUE BOARD OF EDUCATION

## BOE Budget v. Actual

For Fiscal Year 2022-2023

Year to Date 6/30/2023

	Approved Budget	Current Mo. Budget Trf	Prior YTD Budget Trfs	Revised Budget	Year to Date Actual	Encumbered/Or dered	Total Expenditures	Variance	% Spent
1300.55690. Tuition - Adult Cooperative	15,366.00	0.00	0.00	15,366.00	13,131.00	0.00	13,131.00	2,235.00	85.45
<b>Total</b>	<b>15,366.00</b>	<b>0.00</b>	<b>0.00</b>	<b>15,366.00</b>	<b>13,131.00</b>	<b>0.00</b>	<b>13,131.00</b>	<b>2,235.00</b>	<b>85.45</b>
<b>1500-Stipends - Extra Curricular</b>									
1500.51930. Extra Curricular Stipends Paid	8,821.00	0.00	0.00	8,821.00	10,267.00	0.00	10,267.00	(1,446.00)	116.39
<b>Total</b>	<b>8,821.00</b>	<b>0.00</b>	<b>0.00</b>	<b>8,821.00</b>	<b>10,267.00</b>	<b>0.00</b>	<b>10,267.00</b>	<b>(1,446.00)</b>	<b>116.39</b>
<b>1600-Summer School</b>									
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
<b>Total</b>	<b>9,959.00</b>	<b>0.00</b>	<b>0.00</b>	<b>9,959.00</b>	<b>9,834.22</b>	<b>0.00</b>	<b>9,834.22</b>	<b>124.78</b>	<b>98.75</b>
<b>1700-Tutoring</b>									
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
1700.000200.51110. Wages Paid to Teacher Tutors - Spec Ed	0.00	0.00	0.00	0.00	1,550.00	0.00	1,550.00	(1,550.00)	0.00
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
1700.000200.52200. FICA/Medicare Employer - Spec Ed	0.00	0.00	0.00	0.00	21.59	0.00	21.59	(21.59)	0.00
<b>Total</b>	<b>18,700.00</b>	<b>0.00</b>	<b>0.00</b>	<b>18,700.00</b>	<b>1,757.59</b>	<b>0.00</b>	<b>1,757.59</b>	<b>16,942.41</b>	<b>9.40</b>
<b>1800-Stipends - Sports Teams</b>									
1800.51930. Sports Teams Stipends Paid	16,283.00	0.00	0.00	16,283.00	13,966.00	0.00	13,966.00	2,317.00	85.77
1800.52200. FICA/Medicare Employer	1,245.00	0.00	0.00	1,245.00	442.26	0.00	442.26	802.74	35.52
1800.53540. Sports Officials	3,570.00	0.00	0.00	3,570.00	2,622.06	0.00	2,622.06	947.94	73.45
<b>Total</b>	<b>21,098.00</b>	<b>0.00</b>	<b>0.00</b>	<b>21,098.00</b>	<b>17,030.32</b>	<b>0.00</b>	<b>17,030.32</b>	<b>4,067.68</b>	<b>80.72</b>
<b>2110-Social Work Services</b>									
2110.51900. Wages Paid - Social Worker	48,125.00	0.00	0.00	48,125.00	0.00	0.00	0.00	48,125.00	0.00
2110.52100. Group Life Insurance - Social Worker	38.00	0.00	0.00	38.00	0.00	0.00	0.00	38.00	0.00
2110.52200. FICA/Medicare Employer - Social Worker	700.00	0.00	0.00	700.00	0.00	0.00	0.00	700.00	0.00
2110.52800. Health Insurance - Social Worker	9,842.00	0.00	0.00	9,842.00	0.00	0.00	0.00	9,842.00	0.00
2110.56100. Supplies - Social Worker	200.00	0.00	0.00	200.00	118.20	0.00	118.20	81.80	59.10
2110.56110. Instructional Supplies - Social Worker	0.00	0.00	0.00	0.00	32.77	0.00	32.77	(32.77)	0.00
<b>Total</b>	<b>58,905.00</b>	<b>0.00</b>	<b>0.00</b>	<b>58,905.00</b>	<b>150.97</b>	<b>0.00</b>	<b>150.97</b>	<b>58,754.03</b>	<b>0.26</b>
<b>2130-Health Office</b>									
2130.51901. Wages Paid - School Nurse	87,726.00	0.00	0.00	87,726.00	86,068.89	0.00	86,068.89	1,657.11	98.11

# SPRAGUE BOARD OF EDUCATION

## BOE Budget v. Actual

For Fiscal Year 2022-2023

Year to Date 6/30/2023

	Approved Budget	Current Mo. Budget Trf	Prior YTD Budget Trfs	Revised Budget	Year to Date Actual	Encumbered/Or dered	Total Expenditures	Variance	% Spent
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 - Health Office	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	75.60	0.00	75.60	0.40	99.47
2130.52200. FICA/Medicare Employer - Health Office	8,486.00	0.00	0.00	8,486.00	8,658.03	0.00	8,658.03	(172.03)	102.03
2130.52800. Health Insurance - Health Office	11,104.00	0.00	0.00	11,104.00	11,849.28	0.00	11,849.28	(745.28)	106.71
2130.53230. Purchased Pupil Services - Health Office	720.00	0.00	0.00	720.00	498.00	0.00	498.00	222.00	69.17
2130.53300. Other Prof/Tech Services - Health Office	600.00	0.00	0.00	600.00	630.00	0.00	630.00	(30.00)	105.00
2130.54300. Repairs & Maint Equipment - Health Office	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 - Health Office	2,400.00	0.00	0.00	2,400.00	1,958.28	0.00	1,958.28	441.72	81.60
2130.56430. Professional Periodicals - Health Office	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	223.00	0.00	223.00	377.00	37.17
<b>Total</b>	<b>118,712.00</b>	<b>0.00</b>	<b>0.00</b>	<b>118,712.00</b>	<b>111,961.08</b>	<b>0.00</b>	<b>111,961.08</b>	<b>6,750.92</b>	<b>94.31</b>
<b>2140-Psychological Services</b>									
2140.51900. Wages Paid - School Psychologist	53,052.00	0.00	0.00	53,052.00	53,051.90	0.00	53,051.90	0.10	100.00
2140.52100. Group Life Insurance - Psychologist	38.00	0.00	0.00	38.00	24.48	0.00	24.48	13.52	64.42
2140.52200. FICA/Medicare Employer - Psychologist	770.00	0.00	0.00	770.00	677.14	0.00	677.14	92.86	87.94
2140.52800. Health Insurance - Psychologist	20,714.00	0.00	0.00	20,714.00	22,435.32	0.00	22,435.32	(1,721.32)	108.31
2140.53230. Purchased Pupil Services - Psychologist	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 - Psychologist	2,000.00	0.00	0.00	2,000.00	1,502.07	0.00	1,502.07	497.93	75.10
2140.56110. Instructional Supplies - Psychologist	200.00	0.00	0.00	200.00	0.00	0.00	0.00	200.00	0.00
<b>Total</b>	<b>78,774.00</b>	<b>0.00</b>	<b>0.00</b>	<b>78,774.00</b>	<b>77,690.91</b>	<b>0.00</b>	<b>77,690.91</b>	<b>1,083.09</b>	<b>98.63</b>
<b>2150-Speech &amp; Audiology Services</b>									
2150.53230. Purchased Pupil Services - Speech	71,622.00	0.00	0.00	71,622.00	56,256.36	0.00	56,256.36	15,365.64	78.55
2150.56100. Supplies - Speech	775.00	0.00	0.00	775.00	596.52	0.00	596.52	178.48	76.97
<b>Total</b>	<b>72,397.00</b>	<b>0.00</b>	<b>0.00</b>	<b>72,397.00</b>	<b>56,852.88</b>	<b>0.00</b>	<b>56,852.88</b>	<b>15,544.12</b>	<b>78.53</b>
<b>2160-PT/OT Services</b>									
2160.53230. Purchased Pupil Services - PT\OT	0.00	0.00	0.00	0.00	209.76	0.00	209.76	(209.76)	0.00
<b>Total</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>209.76</b>	<b>0.00</b>	<b>209.76</b>	<b>(209.76)</b>	<b>0.00</b>
<b>2210-Improvement of Instruction</b>									
2210.53220. In Service - Professional Development	4,000.00	0.00	0.00	4,000.00	875.00	0.00	875.00	3,125.00	21.88
2210.55800. Conference/Travel - Professional Development	6,000.00	0.00	0.00	6,000.00	352.62	0.00	352.62	5,647.38	5.88
2210.56100. Supplies - Professional Development	2,000.00	0.00	0.00	2,000.00	0.00	0.00	0.00	2,000.00	0.00
<b>Total</b>	<b>12,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>12,000.00</b>	<b>1,227.62</b>	<b>0.00</b>	<b>1,227.62</b>	<b>10,772.38</b>	<b>10.23</b>
<b>2220-Library/Media Services</b>									

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2220.56420. Library Books - Library	0.00	0.00	0.00	0.00	4,977.59	0.00	4,977.59	(4,977.59)	0.00
<b>Total</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>4,977.59</b>	<b>0.00</b>	<b>4,977.59</b>	<b>(4,977.59)</b>	<b>0.00</b>
<b>2230-Technology</b>									
2230.51901. Wages Paid - Technology Staff	6,481.00	0.00	0.00	6,481.00	6,683.98	0.00	6,683.98	(202.98)	103.13
2230.52100. Group Life Insurance - Technology	4.00	0.00	0.00	4.00	4.14	0.00	4.14	(0.14)	103.50
2230.52200. FICA/Medicare Employer - Technology	496.00	0.00	0.00	496.00	499.01	0.00	499.01	(3.01)	100.61
2230.52300. Pension Contributions - Technology	260.00	0.00	0.00	260.00	259.22	0.00	259.22	0.78	99.70
2230.52800. Health Insurance - Technology	1,111.00	0.00	0.00	1,111.00	1,283.74	0.00	1,283.74	(172.74)	115.55
2230.53520. Other Technical Services - Technology	76,014.00	0.00	0.00	76,014.00	80,275.00	0.00	80,275.00	(4,261.00)	105.61
2230.56100. Supplies - Technology	500.00	0.00	0.00	500.00	549.97	0.00	549.97	(49.97)	109.99
2230.56500. Technology Supplies - Technology	2,000.00	0.00	0.00	2,000.00	20.00	0.00	20.00	1,980.00	1.00
2230.57340. Technology Hardware - Instructional	2,000.00	0.00	0.00	2,000.00	26,872.91	0.00	26,872.91	(24,872.91)	1,343.65
2230.57341. Technology Hardware - Non-Instructional	3,000.00	0.00	0.00	3,000.00	804.82	0.00	804.82	2,195.18	26.83
2230.57350. Software - Instructional - Technology	28,856.00	0.00	0.00	28,856.00	22,038.63	0.00	22,038.63	6,817.37	76.37
2230.57351. Software - Non-Instructional - Technology	33,145.00	0.00	0.00	33,145.00	22,431.85	0.00	22,431.85	10,713.15	67.68
<b>Total</b>	<b>153,867.00</b>	<b>0.00</b>	<b>0.00</b>	<b>153,867.00</b>	<b>161,723.27</b>	<b>0.00</b>	<b>161,723.27</b>	<b>(7,856.27)</b>	<b>105.11</b>
<b>2310-Board of Education</b>									
2310.51901. Wages Paid - Non-Certified - BOE Office	12,635.00	0.00	12,632.84	25,267.84	25,377.20	0.00	25,377.20	(109.36)	100.43
2310.52100. Group Life Insurance - BOE Office	8.00	0.00	0.00	8.00	14.37	0.00	14.37	(6.37)	179.63
2310.52200. FICA/Medicare Employer - BOE Office	967.00	0.00	0.00	967.00	1,835.63	0.00	1,835.63	(868.63)	189.83
2310.52300. Pension Contributions - BOE Office	506.00	0.00	0.00	506.00	1,010.76	0.00	1,010.76	(504.76)	199.75
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	19,016.25	0.00	19,016.25	2,910.75	86.73
2310.52800. Health Insurance - BOE Office	4,674.00	0.00	0.00	4,674.00	9,713.50	0.00	9,713.50	(5,039.50)	207.82
2310.53020. Legal Services - BOE Office	15,000.00	0.00	0.00	15,000.00	15,000.00	0.00	15,000.00	0.00	100.00
2310.55200. Property/Liability Insurance - BOE Office	19,620.00	0.00	0.00	19,620.00	20,894.54	0.00	20,894.54	(1,274.54)	106.50
2310.55400. Advertising - BOE Office	2,000.00	0.00	0.00	2,000.00	7,946.94	0.00	7,946.94	(5,946.94)	397.35
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	1,651.08	0.00	1,651.08	(251.08)	117.93
2310.58100. Dues & Fees - BOE Office	2,572.00	0.00	0.00	2,572.00	11,654.00	0.00	11,654.00	(9,082.00)	453.11
2310.58900. Graduation Costs - BOE Office	1,000.00	0.00	0.00	1,000.00	849.01	0.00	849.01	150.99	84.90
2310.58990. Other Expenses - BOE Office	1,000.00	0.00	0.00	1,000.00	0.00	0.00	0.00	1,000.00	0.00
<b>Total</b>	<b>86,609.00</b>	<b>0.00</b>	<b>12,632.84</b>	<b>99,241.84</b>	<b>114,963.28</b>	<b>0.00</b>	<b>114,963.28</b>	<b>(15,721.44)</b>	<b>115.84</b>
<b>2320-Superintendents Office</b>									
2320.51900. Wages Paid - Superintendent	77,950.00	0.00	0.00	77,950.00	75,000.12	0.00	75,000.12	2,949.88	96.22
2320.51901. Wages Paid - Non-Certified - Supt Admin Office	12,635.00	0.00	12,632.84	25,267.84	25,377.20	0.00	25,377.20	(109.36)	100.43
2320.52100. Group Life Insurance - Superintendent Office	134.00	0.00	0.00	134.00	14.38	0.00	14.38	119.62	10.73

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2320.52200. FICA/Medicare Employer - Superintendent's Office	2,126.00	0.00	0.00	2,126.00	2,923.29	0.00	2,923.29	(797.29)	137.50
2320.52300. Pension Contributions - Superintendent's Office	506.00	0.00	0.00	506.00	1,010.76	0.00	1,010.76	(504.76)	199.75
2320.52800. Health Insurance - Superintendent's Office	4,674.00	0.00	0.00	4,674.00	9,713.59	0.00	9,713.59	(5,039.59)	207.82
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	337.27	0.00	337.27	(37.27)	112.42
2320.58100. Dues & Fees - Superintendent's Office	3,541.00	0.00	0.00	3,541.00	3,490.00	0.00	3,490.00	51.00	98.56
<b>Total</b>	<b>102,866.00</b>	<b>0.00</b>	<b>12,632.84</b>	<b>115,498.84</b>	<b>117,866.61</b>	<b>0.00</b>	<b>117,866.61</b>	<b>(2,367.77)</b>	<b>102.05</b>
<b>2400-School Administration Office</b>									
2400.51900. Wages Paid - Principal	128,427.00	0.00	0.00	128,427.00	128,429.34	0.00	128,429.34	(2.34)	100.00
2400.51901. Wages Paid - Non-Certified - School Administration Office	77,361.00	0.00	0.00	77,361.00	81,538.01	0.00	81,538.01	(4,177.01)	105.40
2400.52100. Group Life Insurance - School Administration Office	194.00	0.00	0.00	194.00	191.52	0.00	191.52	2.48	98.72
2400.52200. FICA/Medicare Employer - School Administration Office	7,781.00	0.00	0.00	7,781.00	7,986.39	0.00	7,986.39	(205.39)	102.64
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	27,729.12	0.00	27,729.12	(2,163.12)	108.46
2400.53300. Other Prof/Tech Services - School Administration Office	2,000.00	0.00	0.00	2,000.00	0.00	0.00	0.00	2,000.00	0.00
2400.55301. Postage - School Administration Office	3,500.00	0.00	0.00	3,500.00	1,897.79	0.00	1,897.79	1,602.21	54.22
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 - School Administration Office	2,500.00	0.00	0.00	2,500.00	2,650.55	0.00	2,650.55	(150.55)	106.02
2400.58100. Dues & Fees - School Administration Office	952.00	0.00	0.00	952.00	956.00	0.00	956.00	(4.00)	100.42
<b>Total</b>	<b>252,126.00</b>	<b>0.00</b>	<b>0.00</b>	<b>252,126.00</b>	<b>251,378.72</b>	<b>0.00</b>	<b>251,378.72</b>	<b>747.28</b>	<b>99.70</b>
<b>2510-Business Office</b>									
2510.51901. Wages Paid - Non Certified - Business Office	104,919.00	0.00	0.00	104,919.00	106,747.77	0.00	106,747.77	(1,828.77)	101.74
2510.52100. Group Life Insurance - Business Office	72.00	0.00	0.00	72.00	71.56	0.00	71.56	0.44	99.39
2510.52200. FICA/Medicare Employer - Business Office	8,027.00	0.00	0.00	8,027.00	8,054.77	0.00	8,054.77	(27.77)	100.35
2510.52300. Pension Contributions - Business Office	4,834.00	0.00	0.00	4,834.00	4,832.88	0.00	4,832.88	1.12	99.98
2510.52800. Health Insurance - Business Office	9,994.00	0.00	0.00	9,994.00	10,565.54	0.00	10,565.54	(571.54)	105.72
2510.53300. Other Prof/Tech Services - Business Office	15,000.00	0.00	0.00	15,000.00	13,416.17	0.00	13,416.17	1,583.83	89.44
2510.53410. Audit/Accounting Services - Business Office	25,850.00	0.00	0.00	25,850.00	19,441.59	0.00	19,441.59	6,408.41	75.21
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	1,698.55	0.00	1,698.55	(698.55)	169.86
2510.58100. Dues & Fees - Business Office	0.00	0.00	0.00	0.00	350.00	0.00	350.00	(350.00)	0.00
<b>Total</b>	<b>169,996.00</b>	<b>0.00</b>	<b>0.00</b>	<b>169,996.00</b>	<b>165,178.83</b>	<b>0.00</b>	<b>165,178.83</b>	<b>4,817.17</b>	<b>97.17</b>

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<b>2600-Building &amp; Grounds</b>									
2600.51901. Wages Paid - Building Maintenance	114,615.00	0.00	0.00	114,615.00	110,007.61	0.00	110,007.61	4,607.39	95.98
2600.52100. Group Life Insurance - Maintenance	189.00	0.00	0.00	189.00	107.10	0.00	107.10	81.90	56.67
2600.52200. FICA/Medicare Employer - Maintenance	8,768.00	0.00	0.00	8,768.00	7,735.75	0.00	7,735.75	1,032.25	88.23
2600.52300. Pension Contributions - Maintenance	4,585.00	0.00	0.00	4,585.00	2,822.72	0.00	2,822.72	1,762.28	61.56
2600.52800. Health Insurance - Maintenance	39,949.00	0.00	0.00	39,949.00	62,212.68	0.00	62,212.68	(22,263.68)	155.73
2600.54010. Purchased Property Services - Maintenance	30,081.00	0.00	0.00	30,081.00	54,423.49	0.00	54,423.49	(24,342.49)	180.92
2600.54101. Rubbish Removal - Maintenance	8,700.00	0.00	0.00	8,700.00	9,112.44	0.00	9,112.44	(412.44)	104.74
2600.54300. Equipment Repairs & Maint - Maintenance	5,000.00	0.00	0.00	5,000.00	1,846.50	0.00	1,846.50	3,153.50	36.93
2600.54301. Building Repairs & Maint - Maintenance	5,000.00	0.00	0.00	5,000.00	19,824.15	0.00	19,824.15	(14,824.15)	396.48
2600.54411. Water	3,000.00	0.00	0.00	3,000.00	2,535.84	0.00	2,535.84	464.16	84.53
2600.54412. Sewer	2,000.00	0.00	0.00	2,000.00	1,758.67	0.00	1,758.67	241.33	87.93
2600.55300. Communications - Telephone & Internet	12,000.00	0.00	0.00	12,000.00	13,419.14	0.00	13,419.14	(1,419.14)	111.83
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	24,348.22	0.00	24,348.22	(8,348.22)	152.18
2600.56220. Electricity - Maintenance	60,000.00	0.00	0.00	60,000.00	54,929.86	0.00	54,929.86	5,070.14	91.55
2600.56230. Liquid Propane	12,000.00	0.00	0.00	12,000.00	10,925.70	0.00	10,925.70	1,074.30	91.05
2600.56240. Heating Oil	23,400.00	0.00	0.00	23,400.00	41,708.95	0.00	41,708.95	(18,308.95)	178.24
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
2600.57330. Furniture & Fixtures - Maintenance	0.00	0.00	0.00	0.00	4,010.00	0.00	4,010.00	(4,010.00)	0.00
<b>Total</b>	<b>346,987.00</b>	<b>0.00</b>	<b>0.00</b>	<b>346,987.00</b>	<b>422,112.21</b>	<b>0.00</b>	<b>422,112.21</b>	<b>(75,125.21)</b>	<b>121.65</b>
<b>2700-Student Transportation</b>									
2700.55100. Contracted Pupil Transp Reg	372,605.00	0.00	0.00	372,605.00	354,543.54	0.00	354,543.54	18,061.46	95.15
2700.55108. Contracted Pupil Transp Spec Ed HS	58,500.00	0.00	0.00	58,500.00	159,720.00	0.00	159,720.00	(101,220.00)	273.03
2700.55109. Contracted Pupil Transp Spec Ed Elem\Summer School	49,317.00	0.00	0.00	49,317.00	89,850.00	0.00	89,850.00	(40,533.00)	182.19
2700.55150. Contracted Pupil Transp Athletics/Ext Curr	8,775.00	0.00	0.00	8,775.00	7,263.92	0.00	7,263.92	1,511.08	82.78
2700.55151. Contracted Pupil Transp Field Trips	2,500.00	0.00	0.00	2,500.00	2,714.34	0.00	2,714.34	(214.34)	108.57
2700.56260. Gasoline	35,000.00	0.00	0.00	35,000.00	49,071.68	0.00	49,071.68	(14,071.68)	140.20
<b>Total</b>	<b>526,697.00</b>	<b>0.00</b>	<b>0.00</b>	<b>526,697.00</b>	<b>663,163.48</b>	<b>0.00</b>	<b>663,163.48</b>	<b>(136,466.48)</b>	<b>125.91</b>
<b>6000-HS Tuition</b>									
6000.000100.55610. Tuition - HS Regular Ed - public schools	1,053,516.00	0.00	0.00	1,053,516.00	1,083,427.10	0.00	1,083,427.10	(29,911.10)	102.84
6000.000200.55610. Tuition - HS Special Ed - public schools	659,932.00	0.00	0.00	659,932.00	606,665.89	0.00	606,665.89	53,266.11	91.93
6000.000200.55630. Tuition - HS Special Ed - private schools	238,105.00	0.00	0.00	238,105.00	238,854.50	0.00	238,854.50	(749.50)	100.31
<b>Total</b>	<b>1,951,553.00</b>	<b>0.00</b>	<b>0.00</b>	<b>1,951,553.00</b>	<b>1,928,947.49</b>	<b>0.00</b>	<b>1,928,947.49</b>	<b>22,605.51</b>	<b>98.84</b>

# SPRAGUE BOARD OF EDUCATION

## BOE Budget v. Actual

For Fiscal Year 2022-2023

Year to Date 6/30/2023

	Approved Budget	Current Mo. Budget Trf	Prior YTD Budget Trfs	Revised Budget	Year to Date Actual	Encumbered/Or dered	Total Expenditures	Variance	% Spent
<b>6100-Elementary Tuition</b>									
6100.000100.55660. Tuition - Elem Magnet Schools	52,552.00	0.00	0.00	52,552.00	44,026.00	0.00	44,026.00	8,526.00	83.78
6100.000200.55631. Tuition - Elem Special Ed - private schools	159,169.00	0.00	0.00	159,169.00	251,074.17	0.00	251,074.17	(91,905.17)	157.74
6100.000200.55660. Tuition - Elem Special Ed Magnet Schools	113,340.00	0.00	0.00	113,340.00	136,303.20	0.00	136,303.20	(22,963.20)	120.26
<b>Total</b>	<b>325,061.00</b>	<b>0.00</b>	<b>0.00</b>	<b>325,061.00</b>	<b>431,403.37</b>	<b>0.00</b>	<b>431,403.37</b>	<b>(106,342.37)</b>	<b>132.71</b>
<b>Total Expenditures</b>	<b>\$ 6,895,693.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 6,895,693.00</b>	<b>\$ 6,771,965.85</b>	<b>\$ 0.00</b>	<b>\$ 6,771,965.85</b>	<b>\$ 123,727.15</b>	<b>\$ 98.21</b>

BOE Budget v. Actual 6/30/23										
	Approved Budget	Current Mo. Budget Trf	Prior YTD Budget Trfs	Revised Budget	Year to Date Actual	Encumbered/ Ordered	Total Expenditures	Variance	Forecasted Expenditure	Forecasted Balance
<b>1000-Regular Instruction</b>										
1000.51110. Wages Paid to Teachers - Regular Ed	\$ 1,144,377.00	\$ -	\$ -	\$ 1,144,377.00	\$ 1,124,189.19	\$ -	\$ 1,124,189.19	\$ 20,187.81	\$ -	\$ 20,187.81
1000.51120. Wages Paid to Instructional Aides - Regular Ed	\$ 14,401.00	\$ -	\$ -	\$ 14,401.00	\$ 8,142.63	\$ -	\$ 8,142.63	\$ 6,258.37	\$ -	\$ 6,258.37
1000.52100. Group Life Insurance - Regular	\$ 726.00	\$ -	\$ -	\$ 726.00	\$ 673.16	\$ -	\$ 673.16	\$ 52.84	\$ -	\$ 52.84
1000.52200. FICA/Medicare Employer - Regular Ed	\$ 19,222.00	\$ -	\$ -	\$ 19,222.00	\$ 17,005.32	\$ -	\$ 17,005.32	\$ 2,216.68	\$ -	\$ 2,216.68
1000.52500. Tuition Reimbursement	\$ 10,000.00	\$ -	\$ -	\$ 10,000.00	\$ 2,150.40	\$ -	\$ 2,150.40	\$ 7,849.60	\$ -	\$ 7,849.60
1000.52800. Health Insurance - Regular	\$ 279,651.00	\$ -	\$ -	\$ 279,651.00	\$ 294,357.88	\$ -	\$ 294,357.88	\$ (14,706.88)	\$ -	\$ (14,706.88)
1000.53200. Substitutes - Regular Education	\$ 3,500.00	\$ -	\$ -	\$ 3,500.00	\$ -	\$ -	\$ -	\$ 3,500.00	\$ -	\$ 3,500.00
1000.53230. Purchased Pupil Services	\$ 1,250.00	\$ -	\$ -	\$ 1,250.00	\$ -	\$ -	\$ -	\$ 1,250.00	\$ -	\$ 1,250.00
1000.54300. Equipment Repairs & Maint	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1000.54420. Equipment Leasing	\$ 18,000.00	\$ -	\$ -	\$ 18,000.00	\$ 15,268.12	\$ -	\$ 15,268.12	\$ 2,731.88	\$ -	\$ 2,731.88
1000.56100. General Supplies - Regular Education	\$ 7,000.00	\$ -	\$ -	\$ 7,000.00	\$ 11,323.41	\$ -	\$ 11,323.41	\$ (4,323.41)	\$ -	\$ (4,323.41)
1000.56110. Instructional Supplies - Regular Education	\$ 5,000.00	\$ -	\$ -	\$ 5,000.00	\$ 6,909.28	\$ -	\$ 6,909.28	\$ (1,909.28)	\$ -	\$ (1,909.28)
1000.56400. Workbooks/Disposables	\$ 10,000.00	\$ -	\$ -	\$ 10,000.00	\$ 42.80	\$ -	\$ 42.80	\$ 9,957.20	\$ -	\$ 9,957.20
1000.56410. Textbooks	\$ 3,000.00	\$ -	\$ -	\$ 3,000.00	\$ (801.46)	\$ -	\$ (801.46)	\$ 3,801.46	\$ -	\$ 3,801.46
1000.56501. Ink and Toner	\$ 8,000.00	\$ -	\$ -	\$ 8,000.00	\$ 11,315.19	\$ -	\$ 11,315.19	\$ (3,315.19)	\$ -	\$ (3,315.19)
1000.57300. Equipment - Non Instructional	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1000.58100. Dues & Fees	\$ 9,869.00	\$ -	\$ -	\$ 9,869.00	\$ 8,193.00	\$ -	\$ 8,193.00	\$ 1,676.00	\$ -	\$ 1,676.00
<b>Total</b>	<b>\$ 1,533,996.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,533,996.00</b>	<b>\$ 1,498,768.92</b>	<b>\$ -</b>	<b>\$ 1,498,768.92</b>	<b>\$ 35,227.08</b>	<b>\$ -</b>	<b>\$ 35,227.08</b>
<b>1200-Special Education</b>										
1200.51110. Wages Paid to Teachers - SPED	\$ 351,322.00	\$ (105,160.00)	\$ -	\$ 246,162.00	\$ 193,259.23	\$ -	\$ 193,259.23	\$ 52,902.77	\$ -	\$ 52,902.77
1200.51120. Wages Paid to Instructional Aides - SPED	\$ 273,997.00	\$ -	\$ -	\$ 273,997.00	\$ 155,161.23	\$ -	\$ 155,161.23	\$ 118,835.77	\$ -	\$ 118,835.77
1200.51900. Wages Paid to Other Cert - SPED	\$ 105,160.00	\$ -	\$ -	\$ 105,160.00	\$ 105,160.00	\$ -	\$ 105,160.00	\$ -	\$ -	\$ -
1200.51901. Wages Paid - Other Non Certified Staff - SPED	\$ 87,776.00	\$ -	\$ (25,265.68)	\$ 62,510.32	\$ 61,272.23	\$ -	\$ 61,272.23	\$ 1,238.09	\$ -	\$ 1,238.09
1200.52100. Group Life Insurance - SPED	\$ 981.00	\$ -	\$ -	\$ 981.00	\$ 683.97	\$ -	\$ 683.97	\$ 297.03	\$ -	\$ 297.03
1200.52200. FICA/Medicare Employer - SPED	\$ 33,064.00	\$ -	\$ -	\$ 33,064.00	\$ 21,223.73	\$ -	\$ 21,223.73	\$ 11,840.27	\$ -	\$ 11,840.27
1200.52300. Pension Contributions	\$ 3,552.00	\$ -	\$ -	\$ 3,552.00	\$ 2,540.44	\$ -	\$ 2,540.44	\$ 1,011.56	\$ -	\$ 1,011.56
1200.52800. Health Insurance	\$ 239,621.00	\$ -	\$ -	\$ 239,621.00	\$ 142,457.75	\$ -	\$ 142,457.75	\$ 97,163.25	\$ -	\$ 97,163.25
1200.53200. Substitutes - SPED	\$ 3,500.00	\$ -	\$ -	\$ 3,500.00	\$ -	\$ -	\$ -	\$ 3,500.00	\$ -	\$ 3,500.00
1200.53230. Purchased Pupil Services	\$ 29,000.00	\$ -	\$ -	\$ 29,000.00	\$ 23,667.32	\$ -	\$ 23,667.32	\$ 5,332.68	\$ -	\$ 5,332.68
1200.53300. Other Prof/Tech Services	\$ 2,500.00	\$ -	\$ -	\$ 2,500.00	\$ 2,788.79	\$ -	\$ 2,788.79	\$ (288.79)	\$ -	\$ (288.79)
1200.55800. Travel Reimbursement	\$ 1,200.00	\$ -	\$ -	\$ 1,200.00	\$ 624.98	\$ -	\$ 624.98	\$ 575.02	\$ -	\$ 575.02
1200.56100. General Supplies - Special Education	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00	\$ 1,022.36	\$ -	\$ 1,022.36	\$ (22.36)	\$ -	\$ (22.36)
1200.56110. Instructional Supplies - SPED	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00	\$ 444.73	\$ -	\$ 444.73	\$ 555.27	\$ -	\$ 555.27
1200.56400. Workbooks/Disposables	\$ 500.00	\$ -	\$ -	\$ 500.00	\$ -	\$ -	\$ -	\$ 500.00	\$ -	\$ 500.00
1200.57300. Equipment Non-Instructional	\$ 1,430.00	\$ -	\$ -	\$ 1,430.00	\$ 161.97	\$ -	\$ 161.97	\$ 1,268.03	\$ -	\$ 1,268.03
1200.58100. Dues & Fees	\$ 760.00	\$ -	\$ -	\$ 760.00	\$ 900.00	\$ -	\$ 900.00	\$ (140.00)	\$ -	\$ (140.00)
<b>Total</b>	<b>\$ 1,031,203.00</b>	<b>\$ -</b>	<b>\$ (25,265.68)</b>	<b>\$ 1,005,937.32</b>	<b>\$ 711,368.73</b>	<b>\$ -</b>	<b>\$ 711,368.73</b>	<b>\$ 294,568.59</b>	<b>\$ -</b>	<b>\$ 294,568.59</b>
<b>1300-Adult Education - Cooperative</b>										
1300.55690. Tuition - Adult Cooperative	\$ 15,366.00	\$ -	\$ -	\$ 15,366.00	\$ 13,131.00	\$ -	\$ 13,131.00	\$ 2,235.00	\$ -	\$ 2,235.00
<b>Total</b>	<b>\$ 15,366.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 15,366.00</b>	<b>\$ 13,131.00</b>	<b>\$ -</b>	<b>\$ 13,131.00</b>	<b>\$ 2,235.00</b>	<b>\$ -</b>	<b>\$ 2,235.00</b>
<b>1500-Stipends - Extra Curricular</b>										
1500.51930. Extra Curricular Stipends Paid	\$ 8,821.00	\$ -	\$ -	\$ 8,821.00	\$ 10,267.00	\$ -	\$ 10,267.00	\$ (1,446.00)	\$ -	\$ (1,446.00)
<b>Total</b>	<b>\$ 8,821.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 8,821.00</b>	<b>\$ 10,267.00</b>	<b>\$ -</b>	<b>\$ 10,267.00</b>	<b>\$ (1,446.00)</b>	<b>\$ -</b>	<b>\$ (1,446.00)</b>
<b>1600-Summer School</b>										
1600.51110. Wages Paid to Teachers - Summer School	\$ 5,000.00	\$ -	\$ -	\$ 5,000.00	\$ 6,108.75	\$ -	\$ 6,108.75	\$ (1,108.75)	\$ -	\$ (1,108.75)
1600.51120. Wages Paid to Inst Aides - Summer School	\$ 2,250.00	\$ -	\$ -	\$ 2,250.00	\$ 1,631.25	\$ -	\$ 1,631.25	\$ 618.75	\$ -	\$ 618.75
1600.51901. Wages Paid - Other Non-Cert - Summer School	\$ 2,400.00	\$ -	\$ -	\$ 2,400.00	\$ 1,747.25	\$ -	\$ 1,747.25	\$ 652.75	\$ -	\$ 652.75
1600.52200. FICA/Medicare Employer - Summer School	\$ 309.00	\$ -	\$ -	\$ 309.00	\$ 346.97	\$ -	\$ 346.97	\$ (37.97)	\$ -	\$ (37.97)
<b>Total</b>	<b>\$ 9,959.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 9,959.00</b>	<b>\$ 9,834.22</b>	<b>\$ -</b>	<b>\$ 9,834.22</b>	<b>\$ 124.78</b>	<b>\$ -</b>	<b>\$ 124.78</b>
<b>1700-Tutoring</b>										
1700.000100.51110. Wages Paid to Teacher Tutors - Reg Ed	\$ 4,000.00	\$ -	\$ -	\$ 4,000.00	\$ -	\$ -	\$ -	\$ 4,000.00	\$ -	\$ 4,000.00
1700.000100.52200. FICA/Medicare Employer - Reg Ed	\$ 700.00	\$ -	\$ -	\$ 700.00	\$ -	\$ -	\$ -	\$ 700.00	\$ -	\$ 700.00
1700.000100.53230. Purchased Pupil Services - Reg Ed	\$ 6,000.00	\$ -	\$ -	\$ 6,000.00	\$ 186.00	\$ -	\$ 186.00	\$ 5,814.00	\$ -	\$ 5,814.00

BOE Budget v. Actual 6/30/23										
	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
1700.000200.51110. Wages Paid to Teacher Tutors - Special Ed	\$ -	\$ -	\$ -	\$ -	\$ 1,550.00	\$ -	\$ 1,550.00	\$ (1,550.00)	\$ -	\$ (1,550.00)
1700.000200.51120. Wages Paid to Inst Aide Tutors - Spec Ed	\$ 8,000.00	\$ -	\$ -	\$ 8,000.00	\$ -	\$ -	\$ -	\$ 8,000.00	\$ -	\$ 8,000.00
1700.000200.52200. FICA/Medicare Employer - Spec Ed	\$ -	\$ -	\$ -	\$ -	\$ 21.59	\$ -	\$ 21.59	\$ (21.59)	\$ -	\$ (21.59)
1700.000200.53230. Purchased Pupil Services - Spec Ed	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total</b>	<b>\$ 18,700.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 18,700.00</b>	<b>\$ 1,757.59</b>	<b>\$ -</b>	<b>\$ 1,757.59</b>	<b>\$ 16,942.41</b>	<b>\$ -</b>	<b>\$ 16,942.41</b>
<b>1800-Stipends - Sports Teams</b>										
1800.51930. Sports Teams Stipends Paid	\$ 16,283.00	\$ -	\$ -	\$ 16,283.00	\$ 13,966.00	\$ -	\$ 13,966.00	\$ 2,317.00	\$ -	\$ 2,317.00
1800.52200. FICA/Medicare Employer	\$ 1,245.00	\$ -	\$ -	\$ 1,245.00	\$ 442.26	\$ -	\$ 442.26	\$ 802.74	\$ -	\$ 802.74
1800.53540. Sports Officials	\$ 3,570.00	\$ -	\$ -	\$ 3,570.00	\$ 2,622.06	\$ -	\$ 2,622.06	\$ 947.94	\$ -	\$ 947.94
1800.56100. General Supplies - Sports Teams	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total</b>	<b>\$ 21,098.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 21,098.00</b>	<b>\$ 17,030.32</b>	<b>\$ -</b>	<b>\$ 17,030.32</b>	<b>\$ 4,067.68</b>	<b>\$ -</b>	<b>\$ 4,067.68</b>
<b>2110-Social Work Services</b>										
2110.51900. Wages Paid - Social Worker	\$ 48,125.00	\$ -	\$ -	\$ 48,125.00	\$ -	\$ -	\$ -	\$ 48,125.00	\$ -	\$ 48,125.00
2110.52100. Group Life Insurance - Social Worker	\$ 38.00	\$ -	\$ -	\$ 38.00	\$ -	\$ -	\$ -	\$ 38.00	\$ -	\$ 38.00
2110.52200. FICA/Medicare Employer - Social Worker	\$ 700.00	\$ -	\$ -	\$ 700.00	\$ -	\$ -	\$ -	\$ 700.00	\$ -	\$ 700.00
2110.52800. Health Insurance - Social Worker	\$ 9,842.00	\$ -	\$ -	\$ 9,842.00	\$ -	\$ -	\$ -	\$ 9,842.00	\$ -	\$ 9,842.00
2110.56100. Supplies	\$ 200.00	\$ -	\$ -	\$ 200.00	\$ 118.20	\$ -	\$ 118.20	\$ 81.80	\$ -	\$ 81.80
2110.56110. Instructional Supplies	\$ -	\$ -	\$ -	\$ -	\$ 32.77	\$ -	\$ 32.77	\$ (32.77)	\$ -	\$ (32.77)
<b>Total</b>	<b>\$ 58,905.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 58,905.00</b>	<b>\$ 150.97</b>	<b>\$ -</b>	<b>\$ 150.97</b>	<b>\$ 58,754.03</b>	<b>\$ -</b>	<b>\$ 58,754.03</b>
<b>2130-Health Office</b>										
2130.51901. Wages Paid - School Nurse	\$ 87,726.00	\$ -	\$ -	\$ 87,726.00	\$ 86,068.89	\$ -	\$ 86,068.89	\$ 1,657.11	\$ -	\$ 1,657.11
2130.51910. Wages Paid - Nurse Substitutes	\$ 4,000.00	\$ -	\$ -	\$ 4,000.00	\$ -	\$ -	\$ -	\$ 4,000.00	\$ -	\$ 4,000.00
2130.51930. Nursing Stipends Paid	\$ 2,000.00	\$ -	\$ -	\$ 2,000.00	\$ 2,000.00	\$ -	\$ 2,000.00	\$ -	\$ -	\$ -
2130.52100. Group Life Insurance - Health Office	\$ 76.00	\$ -	\$ -	\$ 76.00	\$ 75.60	\$ -	\$ 75.60	\$ 0.40	\$ -	\$ 0.40
2130.52200. FICA/Medicare Employer - Health	\$ 8,486.00	\$ -	\$ -	\$ 8,486.00	\$ 8,658.03	\$ -	\$ 8,658.03	\$ (172.03)	\$ -	\$ (172.03)
2130.52800. Health Insurance - Health Office	\$ 11,104.00	\$ -	\$ -	\$ 11,104.00	\$ 11,849.28	\$ -	\$ 11,849.28	\$ (745.28)	\$ -	\$ (745.28)
2130.53230. Purchased Pupil Services	\$ 720.00	\$ -	\$ -	\$ 720.00	\$ 498.00	\$ -	\$ 498.00	\$ 222.00	\$ -	\$ 222.00
2130.53300. Other Prof/Tech Services	\$ 600.00	\$ -	\$ -	\$ 600.00	\$ 630.00	\$ -	\$ 630.00	\$ (30.00)	\$ -	\$ (30.00)
2130.54300. Repairs & Maint Equipment	\$ 200.00	\$ -	\$ -	\$ 200.00	\$ -	\$ -	\$ -	\$ 200.00	\$ -	\$ 200.00
2130.55800. Conference/Travel - Health Office	\$ 700.00	\$ -	\$ -	\$ 700.00	\$ -	\$ -	\$ -	\$ 700.00	\$ -	\$ 700.00
2130.56100. Supplies	\$ 2,400.00	\$ -	\$ -	\$ 2,400.00	\$ 1,958.28	\$ -	\$ 1,958.28	\$ 441.72	\$ -	\$ 441.72
2130.56430. Professional Periodicals	\$ 100.00	\$ -	\$ -	\$ 100.00	\$ -	\$ -	\$ -	\$ 100.00	\$ -	\$ 100.00
2130.58100. Dues & Fees	\$ 600.00	\$ -	\$ -	\$ 600.00	\$ 223.00	\$ -	\$ 223.00	\$ 377.00	\$ -	\$ 377.00
<b>Total</b>	<b>\$ 118,712.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 118,712.00</b>	<b>\$ 111,961.08</b>	<b>\$ -</b>	<b>\$ 111,961.08</b>	<b>\$ 6,750.92</b>	<b>\$ -</b>	<b>\$ 6,750.92</b>
<b>2140-Psychological Services</b>										
2140.51900. Wages Paid - School Psychologist	\$ 53,052.00	\$ -	\$ -	\$ 53,052.00	\$ 53,051.90	\$ -	\$ 53,051.90	\$ 0.10	\$ -	\$ 0.10
2140.52100. Group Life Insurance - Psychologist	\$ 38.00	\$ -	\$ -	\$ 38.00	\$ 24.48	\$ -	\$ 24.48	\$ 13.52	\$ -	\$ 13.52
2140.52200. FICA/Medicare Employer - Psychologist	\$ 770.00	\$ -	\$ -	\$ 770.00	\$ 677.14	\$ -	\$ 677.14	\$ 92.86	\$ -	\$ 92.86
2140.52800. Health Insurance	\$ 20,714.00	\$ -	\$ -	\$ 20,714.00	\$ 22,435.32	\$ -	\$ 22,435.32	\$ (1,721.32)	\$ -	\$ (1,721.32)
2140.53230. Purchased Pupil Services	\$ 2,000.00	\$ -	\$ -	\$ 2,000.00	\$ -	\$ -	\$ -	\$ 2,000.00	\$ -	\$ 2,000.00
2140.56100. Assessment Supplies	\$ 2,000.00	\$ -	\$ -	\$ 2,000.00	\$ 1,502.07	\$ -	\$ 1,502.07	\$ 497.93	\$ -	\$ 497.93
2140.56110. Instructional Supplies - Psychologist	\$ 200.00	\$ -	\$ -	\$ 200.00	\$ -	\$ -	\$ -	\$ 200.00	\$ -	\$ 200.00
<b>Total</b>	<b>\$ 78,774.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 78,774.00</b>	<b>\$ 77,690.91</b>	<b>\$ -</b>	<b>\$ 77,690.91</b>	<b>\$ 1,083.09</b>	<b>\$ -</b>	<b>\$ 1,083.09</b>
<b>2150-Speech &amp; Audiology Services</b>										
2150.53230. Purchased Pupil Services	\$ 71,622.00	\$ -	\$ -	\$ 71,622.00	\$ 56,256.36	\$ -	\$ 56,256.36	\$ 15,365.64	\$ -	\$ 15,365.64
2150.56100. Supplies	\$ 775.00	\$ -	\$ -	\$ 775.00	\$ 596.52	\$ -	\$ 596.52	\$ 178.48	\$ -	\$ 178.48
<b>Total</b>	<b>\$ 72,397.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 72,397.00</b>	<b>\$ 56,852.88</b>	<b>\$ -</b>	<b>\$ 56,852.88</b>	<b>\$ 15,544.12</b>	<b>\$ -</b>	<b>\$ 15,544.12</b>
<b>2160-PT/OT Services</b>										
2160.53230. Purchased Pupil Services	\$ -	\$ -	\$ -	\$ -	\$ 209.76	\$ -	\$ -	\$ (209.76)	\$ -	\$ (209.76)
2160.56100. Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 209.76</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ (209.76)</b>	<b>\$ -</b>	<b>\$ (209.76)</b>
<b>2210-Improvement of Instruction</b>										
2210.53220. In Service	\$ 4,000.00	\$ -	\$ -	\$ 4,000.00	\$ 875.00	\$ -	\$ 875.00	\$ 3,125.00	\$ -	\$ 3,125.00
2210.55800. Conference/Travel - Professional Development	\$ 6,000.00	\$ -	\$ -	\$ 6,000.00	\$ 352.62	\$ -	\$ 352.62	\$ 5,647.38	\$ -	\$ 5,647.38
2210.56100. Supplies	\$ 2,000.00	\$ -	\$ -	\$ 2,000.00	\$ -	\$ -	\$ -	\$ 2,000.00	\$ -	\$ 2,000.00
<b>Total</b>	<b>\$ 12,000.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 12,000.00</b>	<b>\$ 1,227.62</b>	<b>\$ -</b>	<b>\$ 1,227.62</b>	<b>\$ 10,772.38</b>	<b>\$ -</b>	<b>\$ 10,772.38</b>



BOE Budget v. Actual 6/30/23										
	Approved Budget	Current Mo. Budget Trf	Prior YTD Budget Trfs	Revised Budget	Year to Date Actual	Encumbered/ Ordered	Total Expenditures	Variance	Forecasted Expenditure	Forecasted Balance
<b>2220-Library/Media Services</b>										
2220.56420. Library Books	\$ -	\$ -	\$ -	\$ -	\$ 4,977.59	\$ -	\$ 4,977.59	\$ (4,977.59)	\$ -	\$ (4,977.59)
<b>Total</b>	\$ -	\$ -	\$ -	\$ -	\$ 4,977.59	\$ -	\$ 4,977.59	\$ (4,977.59)	\$ -	\$ (4,977.59)
<b>2230-Technology</b>										
2230.51901. Wages Paid - Technology Staff	\$ 6,481.00	\$ -	\$ -	\$ 6,481.00	\$ 6,683.98	\$ -	\$ 6,683.98	\$ (202.98)	\$ -	\$ (202.98)
2230.52100. Group Life Insurance - Technology	\$ 4.00	\$ -	\$ -	\$ 4.00	\$ 4.14	\$ -	\$ 4.14	\$ (0.14)	\$ -	\$ (0.14)
2230.52200. FICA/Medicare Employer - Technology	\$ 496.00	\$ -	\$ -	\$ 496.00	\$ 499.01	\$ -	\$ 499.01	\$ (3.01)	\$ -	\$ (3.01)
2230.52300. Pension Contributions - Technology	\$ 260.00	\$ -	\$ -	\$ 260.00	\$ 259.22	\$ -	\$ 259.22	\$ 0.78	\$ -	\$ 0.78
2230.52800. Health Insurance - Technology	\$ 1,111.00	\$ -	\$ -	\$ 1,111.00	\$ 1,283.74	\$ -	\$ 1,283.74	\$ (172.74)	\$ -	\$ (172.74)
2230.53520. Other Technical Services	\$ 76,014.00	\$ -	\$ -	\$ 76,014.00	\$ 80,275.00	\$ -	\$ 80,275.00	\$ (4,261.00)	\$ -	\$ (4,261.00)
2230.56100. Supplies	\$ 500.00	\$ -	\$ -	\$ 500.00	\$ 549.97	\$ -	\$ 549.97	\$ (49.97)	\$ -	\$ (49.97)
2230.56500. Technology Supplies	\$ 2,000.00	\$ -	\$ -	\$ 2,000.00	\$ 20.00	\$ -	\$ 20.00	\$ 1,980.00	\$ -	\$ 1,980.00
2230.57340. Technology Hardware - Instructional	\$ 2,000.00	\$ -	\$ -	\$ 2,000.00	\$ 26,872.91	\$ -	\$ 26,872.91	\$ (24,872.91)	\$ -	\$ (24,872.91)
2230.57341. Technology Hardware - Non-Instructional	\$ 3,000.00	\$ -	\$ -	\$ 3,000.00	\$ 804.82	\$ -	\$ 804.82	\$ 2,195.18	\$ -	\$ 2,195.18
2230.57350. Software - Instructional	\$ 28,856.00	\$ -	\$ -	\$ 28,856.00	\$ 22,038.63	\$ -	\$ 22,038.63	\$ 6,817.37	\$ -	\$ 6,817.37
2230.57351. Software - Non-Instructional	\$ 33,145.00	\$ -	\$ -	\$ 33,145.00	\$ 22,431.85	\$ -	\$ 22,431.85	\$ 10,713.15	\$ -	\$ 10,713.15
<b>Total</b>	\$ 153,867.00	\$ -	\$ -	\$ 153,867.00	\$ 161,723.27	\$ -	\$ 161,723.27	\$ (7,856.27)	\$ -	\$ (7,856.27)
<b>2310-Board of Education</b>										
2310.51901. Wages Paid - Non-Certified - BOE Admin Office	\$ 12,635.00	\$ -	\$ 12,632.84	\$ 25,267.84	\$ 25,377.20	\$ -	\$ 25,377.20	\$ (109.36)	\$ -	\$ (109.36)
2310.52100. Group Life Insurance - BOE Office	\$ 8.00	\$ -	\$ -	\$ 8.00	\$ 14.37	\$ -	\$ 14.37	\$ (6.37)	\$ -	\$ (6.37)
2310.52200. FICA/Medicare Employer - BOE Office	\$ 967.00	\$ -	\$ -	\$ 967.00	\$ 1,835.63	\$ -	\$ 1,835.63	\$ (868.63)	\$ -	\$ (868.63)
2310.52300. Pension Contributions - BOE Office	\$ 506.00	\$ -	\$ -	\$ 506.00	\$ 1,010.76	\$ -	\$ 1,010.76	\$ (504.76)	\$ -	\$ (504.76)
2310.52600. Unemployment Compensation - BOE Office	\$ 3,000.00	\$ -	\$ -	\$ 3,000.00	\$ -	\$ -	\$ -	\$ 3,000.00	\$ -	\$ 3,000.00
2310.52700. Workers' Compensation - BOE Office	\$ 21,927.00	\$ -	\$ -	\$ 21,927.00	\$ 19,016.25	\$ -	\$ 19,016.25	\$ 2,910.75	\$ -	\$ 2,910.75
2310.52800. Health Insurance - BOE Office	\$ 4,674.00	\$ -	\$ -	\$ 4,674.00	\$ 9,713.50	\$ -	\$ 9,713.50	\$ (5,039.50)	\$ -	\$ (5,039.50)
2310.53020. Legal Services - BOE Office	\$ 15,000.00	\$ -	\$ -	\$ 15,000.00	\$ 15,000.00	\$ -	\$ 15,000.00	\$ -	\$ -	\$ -
2310.55200. Property/Liability Insurance - BOE Office	\$ 19,620.00	\$ -	\$ -	\$ 19,620.00	\$ 20,894.54	\$ -	\$ 20,894.54	\$ (1,274.54)	\$ -	\$ (1,274.54)
2310.55400. Advertising - BOE Office	\$ 2,000.00	\$ -	\$ -	\$ 2,000.00	\$ 7,946.94	\$ -	\$ 7,946.94	\$ (5,946.94)	\$ -	\$ (5,946.94)
2310.55800. Conference/Travel - BOE Office	\$ 300.00	\$ -	\$ -	\$ 300.00	\$ -	\$ -	\$ -	\$ 300.00	\$ -	\$ 300.00
2310.56100. Supplies - BOE Office	\$ 1,400.00	\$ -	\$ -	\$ 1,400.00	\$ 1,651.08	\$ -	\$ 1,651.08	\$ (251.08)	\$ -	\$ (251.08)
2310.58100. Dues & Fees - BOE Office	\$ 2,572.00	\$ -	\$ -	\$ 2,572.00	\$ 11,654.00	\$ -	\$ 11,654.00	\$ (9,082.00)	\$ -	\$ (9,082.00)
2310.58900. Graduation Costs - BOE Office	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00	\$ 849.01	\$ -	\$ 849.01	\$ 150.99	\$ -	\$ 150.99
2310.58990. Other Expenses	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ -	\$ 1,000.00
<b>Total</b>	\$ 86,609.00	\$ -	\$ 12,632.84	\$ 99,241.84	\$ 114,963.28	\$ -	\$ 114,963.28	\$ (15,721.44)	\$ -	\$ (15,721.44)
<b>2320-Superintendents Office</b>										
2320.51900. Wages Paid - Superintendent	\$ 77,950.00	\$ -	\$ -	\$ 77,950.00	\$ 75,000.12	\$ -	\$ 75,000.12	\$ 2,949.88	\$ -	\$ 2,949.88
2320.51901. Wages Paid - Non-Certified - Supt Admin Office	\$ 12,635.00	\$ -	\$ 12,632.84	\$ 25,267.84	\$ 25,377.20	\$ -	\$ 25,377.20	\$ (109.36)	\$ -	\$ (109.36)
2320.52100. Group Life Insurance - Superintendent Office	\$ 134.00	\$ -	\$ -	\$ 134.00	\$ 14.38	\$ -	\$ 14.38	\$ 119.62	\$ -	\$ 119.62
2320.52200. FICA/Medicare Employer - Superintendent	\$ 2,126.00	\$ -	\$ -	\$ 2,126.00	\$ 2,923.29	\$ -	\$ 2,923.29	\$ (797.29)	\$ -	\$ (797.29)
2320.52300. Pension Contributions - Superintendent's Office	\$ 506.00	\$ -	\$ -	\$ 506.00	\$ 1,010.76	\$ -	\$ 1,010.76	\$ (504.76)	\$ -	\$ (504.76)
2320.52800. Health Insurance - Superintendent's Office	\$ 4,674.00	\$ -	\$ -	\$ 4,674.00	\$ 9,713.59	\$ -	\$ 9,713.59	\$ (5,039.59)	\$ -	\$ (5,039.59)
2320.55800. Conference/Travel - Superintendent's Office	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ -	\$ 1,000.00
2320.56100. Supplies - Superintendent's Office	\$ 300.00	\$ -	\$ -	\$ 300.00	\$ 337.27	\$ -	\$ 337.27	\$ (37.27)	\$ -	\$ (37.27)
2320.58100. Dues & Fees - Superintendent's Office	\$ 3,541.00	\$ -	\$ -	\$ 3,541.00	\$ 3,490.00	\$ -	\$ 3,490.00	\$ 51.00	\$ -	\$ 51.00
<b>Total</b>	\$ 102,866.00	\$ -	\$ 12,632.84	\$ 115,498.84	\$ 117,866.61	\$ -	\$ 117,866.61	\$ (2,367.77)	\$ -	\$ (2,367.77)
<b>2400-School Administration Office</b>										
2400.51900. Wages Paid - Principal	\$ 128,427.00	\$ -	\$ -	\$ 128,427.00	\$ 128,429.34	\$ -	\$ 128,429.34	\$ (2.34)	\$ -	\$ (2.34)
2400.51901. Wages Paid - Non-Certified - School Administration	\$ 77,361.00	\$ -	\$ -	\$ 77,361.00	\$ 81,538.01	\$ -	\$ 81,538.01	\$ (4,177.01)	\$ -	\$ (4,177.01)
2400.52100. Group Life Insurance - School Administration Office	\$ 194.00	\$ -	\$ -	\$ 194.00	\$ 191.52	\$ -	\$ 191.52	\$ 2.48	\$ -	\$ 2.48
2400.52200. FICA/Medicare Employer - School Administration	\$ 7,781.00	\$ -	\$ -	\$ 7,781.00	\$ 7,986.39	\$ -	\$ 7,986.39	\$ (205.39)	\$ -	\$ (205.39)
2400.52300. Pension Contributions - School Admin Office	\$ 3,095.00	\$ -	\$ -	\$ 3,095.00	\$ -	\$ -	\$ -	\$ 3,095.00	\$ -	\$ 3,095.00
2400.52800. Health Insurance - School Administration Office	\$ 25,566.00	\$ -	\$ -	\$ 25,566.00	\$ 27,729.12	\$ -	\$ 27,729.12	\$ (2,163.12)	\$ -	\$ (2,163.12)
2400.53300. Other Prof/Tech Services	\$ 2,000.00	\$ -	\$ -	\$ 2,000.00	\$ -	\$ -	\$ -	\$ 2,000.00	\$ -	\$ 2,000.00
2400.55301. Postage	\$ 3,500.00	\$ -	\$ -	\$ 3,500.00	\$ 1,897.79	\$ -	\$ 1,897.79	\$ 1,602.21	\$ -	\$ 1,602.21

BOE Budget v. Actual 6/30/23										
	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
2400.55800. Conference/Travel - School Administration Office	\$ 750.00	\$ -	\$ -	\$ 750.00	\$ -	\$ -	\$ -	\$ 750.00	\$ -	\$ 750.00
2400.56100. Supplies	\$ 2,500.00	\$ -	\$ -	\$ 2,500.00	\$ 2,650.55	\$ -	\$ 2,650.55	\$ (150.55)	\$ -	\$ (150.55)
2400.58100. Dues & Fees - School Administration	\$ 952.00	\$ -	\$ -	\$ 952.00	\$ 956.00	\$ -	\$ 956.00	\$ (4.00)	\$ -	\$ (4.00)
<b>Total</b>	<b>\$ 252,126.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 252,126.00</b>	<b>\$ 251,378.72</b>	<b>\$ -</b>	<b>\$ 251,378.72</b>	<b>\$ 747.28</b>	<b>\$ -</b>	<b>\$ 747.28</b>
<b>2510-Business Office</b>										
2510.51901. Wages Paid - Non Certified - Business Office	\$ 104,919.00	\$ -	\$ -	\$ 104,919.00	\$ 106,747.77	\$ -	\$ 106,747.77	\$ (1,828.77)	\$ -	\$ (1,828.77)
2510.52100. Group Life Insurance - Business Office	\$ 72.00	\$ -	\$ -	\$ 72.00	\$ 71.56	\$ -	\$ 71.56	\$ 0.44	\$ -	\$ 0.44
2510.52200. FICA/Medicare Employer - Business Office	\$ 8,027.00	\$ -	\$ -	\$ 8,027.00	\$ 8,054.77	\$ -	\$ 8,054.77	\$ (27.77)	\$ -	\$ (27.77)
2510.52300. Pension Contributions - Business Office	\$ 4,834.00	\$ -	\$ -	\$ 4,834.00	\$ 4,832.88	\$ -	\$ 4,832.88	\$ 1.12	\$ -	\$ 1.12
2510.52800. Health Insurance - Business Office	\$ 9,994.00	\$ -	\$ -	\$ 9,994.00	\$ 10,565.54	\$ -	\$ 10,565.54	\$ (571.54)	\$ -	\$ (571.54)
2510.53300. Other Prof/Tech Services - Business Office	\$ 15,000.00	\$ -	\$ -	\$ 15,000.00	\$ 13,416.17	\$ -	\$ 13,416.17	\$ 1,583.83	\$ -	\$ 1,583.83
2510.53410. Audit/Accounting Services - Business Office	\$ 25,850.00	\$ -	\$ -	\$ 25,850.00	\$ 19,441.59	\$ -	\$ 19,441.59	\$ 6,408.41	\$ -	\$ 6,408.41
2510.55800. Conference/Travel - Business Office	\$ 300.00	\$ -	\$ -	\$ 300.00	\$ -	\$ -	\$ -	\$ 300.00	\$ -	\$ 300.00
2510.56100. Supplies - Business Office	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00	\$ 1,698.55	\$ -	\$ 1,698.55	\$ (698.55)	\$ -	\$ (698.55)
2510.58100. Dues & Fees - Business Office	\$ -	\$ -	\$ -	\$ -	\$ 350.00	\$ -	\$ 350.00	\$ (350.00)	\$ -	\$ (350.00)
<b>Total</b>	<b>\$ 169,996.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 169,996.00</b>	<b>\$ 165,178.83</b>	<b>\$ -</b>	<b>\$ 165,178.83</b>	<b>\$ 4,817.17</b>	<b>\$ -</b>	<b>\$ 4,817.17</b>
<b>2600-Building &amp; Grounds</b>										
2600.51901. Wages Paid - Building Maintenance	\$ 114,615.00	\$ -	\$ -	\$ 114,615.00	\$ 110,007.61	\$ -	\$ 110,007.61	\$ 4,607.39	\$ -	\$ 4,607.39
2600.52100. Group Life Insurance - Maintenance Department	\$ 189.00	\$ -	\$ -	\$ 189.00	\$ 107.10	\$ -	\$ 107.10	\$ 81.90	\$ -	\$ 81.90
2600.52200. FICA/Medicare Employer - Maintenance	\$ 8,768.00	\$ -	\$ -	\$ 8,768.00	\$ 7,735.75	\$ -	\$ 7,735.75	\$ 1,032.25	\$ -	\$ 1,032.25
2600.52300. Pension Contributions - Maintenance Office	\$ 4,585.00	\$ -	\$ -	\$ 4,585.00	\$ 2,822.72	\$ -	\$ 2,822.72	\$ 1,762.28	\$ -	\$ 1,762.28
2600.52800. Health Insurance - Maintenance	\$ 39,949.00	\$ -	\$ -	\$ 39,949.00	\$ 62,212.68	\$ -	\$ 62,212.68	\$ (22,263.68)	\$ -	\$ (22,263.68)
2600.54010. Purchased Property Services	\$ 30,081.00	\$ -	\$ -	\$ 30,081.00	\$ 54,423.49	\$ -	\$ 54,423.49	\$ (24,342.49)	\$ -	\$ (24,342.49)
2600.54101. Rubbish Removal	\$ 8,700.00	\$ -	\$ -	\$ 8,700.00	\$ 9,112.44	\$ -	\$ 9,112.44	\$ (412.44)	\$ -	\$ (412.44)
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	\$ 19,824.15	\$ -	\$ 19,824.15	\$ (14,824.15)	\$ -	\$ (14,824.15)
2600.54411. Water	\$ 3,000.00	\$ -	\$ -	\$ 3,000.00	\$ 2,535.84	\$ -	\$ 2,535.84	\$ 464.16	\$ -	\$ 464.16
2600.54412. Sewer	\$ 2,000.00	\$ -	\$ -	\$ 2,000.00	\$ 1,758.67	\$ -	\$ 1,758.67	\$ 241.33	\$ -	\$ 241.33
2600.55300. Communications - Telephone & Internet	\$ 12,000.00	\$ -	\$ -	\$ 12,000.00	\$ 13,419.14	\$ -	\$ 13,419.14	\$ (1,419.14)	\$ -	\$ (1,419.14)
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	\$ 24,348.22	\$ -	\$ 24,348.22	\$ (8,348.22)	\$ -	\$ (8,348.22)
2600.56220. Electricity	\$ 60,000.00	\$ -	\$ -	\$ 60,000.00	\$ 54,929.86	\$ -	\$ 54,929.86	\$ 5,070.14	\$ -	\$ 5,070.14
2600.56230. Liquid Propane	\$ 12,000.00	\$ -	\$ -	\$ 12,000.00	\$ 10,925.70	\$ -	\$ 10,925.70	\$ 1,074.30	\$ -	\$ 1,074.30
2600.56240. Heating Oil	\$ 23,400.00	\$ -	\$ -	\$ 23,400.00	\$ 41,708.95	\$ -	\$ 41,708.95	\$ (18,308.95)	\$ -	\$ (18,308.95)
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	\$ -	\$ -	\$ -	\$ -	\$ 4,010.00	\$ -	\$ 4,010.00	\$ (4,010.00)	\$ -	\$ (4,010.00)
<b>Total</b>	<b>\$ 346,987.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 346,987.00</b>	<b>\$ 422,112.21</b>	<b>\$ -</b>	<b>\$ 422,112.21</b>	<b>\$ (75,125.21)</b>	<b>\$ -</b>	<b>\$ (75,125.21)</b>
<b>2700-Student Transportation</b>										
2700.55100. Contracted Pupil Transp Reg	\$ 372,605.00	\$ -	\$ -	\$ 372,605.00	\$ 354,543.54	\$ -	\$ 354,543.54	\$ 18,061.46	\$ -	\$ 18,061.46
2700.55108. Contracted Pupil Transp Spec Ed HS	\$ 58,500.00	\$ -	\$ -	\$ 58,500.00	\$ 159,720.00	\$ -	\$ 159,720.00	\$ (101,220.00)	\$ -	\$ (101,220.00)
2700.55109. Contracted Pupil Transp Spec Ed Elem/Summer School	\$ 49,317.00	\$ -	\$ -	\$ 49,317.00	\$ 89,850.00	\$ -	\$ 89,850.00	\$ (40,533.00)	\$ -	\$ (40,533.00)
2700.55150. Contracted Pupil Transp Athletics/Ext Curr	\$ 8,775.00	\$ -	\$ -	\$ 8,775.00	\$ 7,263.92	\$ -	\$ 7,263.92	\$ 1,511.08	\$ -	\$ 1,511.08
2700.55151. Contracted Pupil Transp Field Trips	\$ 2,500.00	\$ -	\$ -	\$ 2,500.00	\$ 2,714.34	\$ -	\$ 2,714.34	\$ (214.34)	\$ -	\$ (214.34)
2700.56260. Gasoline	\$ 35,000.00	\$ -	\$ -	\$ 35,000.00	\$ 49,071.68	\$ -	\$ 49,071.68	\$ (14,071.68)	\$ -	\$ (14,071.68)
<b>Total</b>	<b>\$ 526,697.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 526,697.00</b>	<b>\$ 663,163.48</b>	<b>\$ -</b>	<b>\$ 663,163.48</b>	<b>\$ (136,466.48)</b>	<b>\$ -</b>	<b>\$ (136,466.48)</b>
<b>6000-HS Tuition</b>										
6000.000100.55610. Tuition - HS Regular Ed - public schools	\$ 1,053,516.00	\$ -	\$ -	\$ 1,053,516.00	\$ 1,083,427.10	\$ -	\$ 1,083,427.10	\$ (29,911.10)	\$ -	\$ (29,911.10)
6000.000200.55610. Tuition - HS Special Ed - public schools	\$ 659,932.00	\$ -	\$ -	\$ 659,932.00	\$ 606,665.89	\$ -	\$ 606,665.89	\$ 53,266.11	\$ -	\$ 53,266.11
6000.000200.55630. Tuition - HS Special Ed - private schools	\$ 238,105.00	\$ -	\$ -	\$ 238,105.00	\$ 238,854.50	\$ -	\$ 238,854.50	\$ (749.50)	\$ -	\$ (749.50)
<b>Total</b>	<b>\$ 1,951,553.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,951,553.00</b>	<b>\$ 1,928,947.49</b>	<b>\$ -</b>	<b>\$ 1,928,947.49</b>	<b>\$ 22,605.51</b>	<b>\$ -</b>	<b>\$ 22,605.51</b>
<b>6100-Elementary Tuition</b>										
6100.55631. Tuition - Elem Special Ed - private schools	\$ 159,169.00	\$ -	\$ -	\$ 159,169.00	\$ 251,074.17	\$ -	\$ 251,074.17	\$ (91,905.17)	\$ -	\$ (91,905.17)
6100.000100.55660. Tuition - Elem Magnet Schools	\$ 52,552.00	\$ -	\$ -	\$ 52,552.00	\$ 44,026.00	\$ -	\$ 44,026.00	\$ 8,526.00	\$ -	\$ 8,526.00
6100.000200.55660. Tuition - Elem Magnet Schools - Special Ed	\$ 113,340.00	\$ -	\$ -	\$ 113,340.00	\$ 136,303.20	\$ -	\$ 136,303.20	\$ (22,963.20)	\$ -	\$ (22,963.20)
<b>Total</b>	<b>\$ 325,061.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 325,061.00</b>	<b>\$ 431,403.37</b>	<b>\$ -</b>	<b>\$ 431,403.37</b>	<b>\$ (106,342.37)</b>	<b>\$ -</b>	<b>\$ (106,342.37)</b>

BOE Budget v. Actual 6/30/23										
	Approved Budget	Current Mo. Budget Trf	Prior YTD Budget Trfs	Revised Budget	Year to Date Actual	Encumbered/ Ordered	Total Expenditures	Variance	Forecasted Expenditure	Forecasted Balance
<b>Total Expenditures</b>	\$ 6,895,693.00	\$ -	\$ -	\$ 6,895,693.00	\$ 6,771,965.85	\$ -	\$ 6,771,756.09	\$ 123,727.15	\$ -	\$ 123,727.15



## Rating Action: Moody's upgrades Town of Sprague, CT's issuer and GO rating to Baa2; outlook stable

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03 Aug 2023

New York, August 03, 2023 – Moody's Investors Service has upgraded the Town of Sprague, CT's issuer and general obligation unlimited tax (GOULT) ratings to Baa2 from Baa3. The outlook remains stable. The town has approximately \$7.8 million in debt outstanding.

### RATINGS RATIONALE

The upgrade to Baa2 reflects the town of Sprague's improved but narrow reserves and liquidity which the town is slowly rebuilding through surplus-driven budgeting. Stronger financial controls, reporting and practices have been implemented while under MARB oversight and will continue to help rebuild the town's reserves. Sprague's local economy is stable but limited. Leverage is very low as the town does not have any pension or OPEB liabilities.

The absence of distinction between the GOULT rating and the issuer rating reflects the town's full faith and credit pledge. The bonds are paid from a dedicated property tax that is not limited by rate or amount and is levied on all taxable property within the town.

### RATING OUTLOOK

The stable outlook reflects the expectation that management will continue adhering to previous and future MARB recommendations, as reflected in the adoption of its policies and procedures manual and maintenance of its five year financial forecast.

### FACTORS THAT COULD LEAD TO AN UPGRADE OF THE RATINGS

- Continued operating surpluses resulting in reserve growth
- Growth of local economy and/or resident incomes

### FACTORS THAT COULD LEAD TO A DOWNGRADE OF THE RATINGS

- Deterioration of reserves and liquidity
- Contraction of local economy and/or resident incomes

### LEGAL SECURITY

The town's bond debt is an unlimited general obligation of the town, which pledges its full faith and credit to the payment of principal and interest on the bonds when due.

### PROFILE

The Town of Sprague is located in New London County in southeastern Connecticut (Aa3 stable), approximately 30 miles southeast of Hartford (Ba2 positive).

### METHODOLOGY

The principal methodology used in these ratings was US Cities and Counties Methodology published in November 2022 and available at <https://ratings.moodys.com/rmc-documents/386953>. Alternatively, please see the Rating Methodologies page on <https://ratings.moodys.com> for a copy of this methodology.

## REGULATORY DISCLOSURES

For further specification of Moody's key rating assumptions and sensitivity analysis, see the sections Methodology Assumptions and Sensitivity to Assumptions in the disclosure form. Moody's Rating Symbols and Definitions can be found on <https://ratings.moodys.com/rating-definitions>.

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